Terms and Conditions

Fixed Term Retirement Plan



Legal & General

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Section 1.

About your Plan

Welcome to the Legal & General Fixed Term Retirement Plan. These Terms and Conditions explain how your Plan works.

1.1 Meaning of words

In this document, "we", "us" and "our" refer to Legal & General Assurance Society Limited and "you" and "your" refer to you as the member named in the Policy document.

The definitions of words are set out in section 8.

1.2 Legal Agreement

Your Plan is a legal agreement between you and us. It is made up of:

- your completed Application Form;
- these Terms and Conditions; and
- your Policy document.

The Terms and Conditions become binding on you and us and the Plan comes into existence on the Start Date shown in the Policy document.

When you sign and submit the Application Form, this doesn't mean we have accepted your application for the Plan. If we're unable to accept your Application Form we'll inform you of this in writing and we won't set up your Plan.

When your Plan starts you will become a member of the Legal & General Retirement Pension Scheme and benefits will be payable to you as set out in the Policy document, which will be issued to you by Legal & General Assurance Society Limited.

Your Plan is due to run to the End Date, also shown in your Policy document. The period between the Start Date and the End Date is your Plan Term.

Please check that the details on the Policy document are complete and accurate and consistent with what you're expecting as soon as you receive it. If you think any of the information may be incorrect, please contact us as soon as possible to discuss it.

1.3 The Scheme

We provide your Plan under the Legal & General Retirement Pension Scheme. The Scheme is a Registered Pension Scheme and your Plan is subject to the Scheme rules. If you would like a copy of the Scheme rules, you can request one and we will send it to you.

1.4 Amounts due to or from us

All amounts due to or from us under this Plan must be paid in sterling to or by our principal pension office at:

Legal & General, Four Central Square, Cardiff, CF10 1FS.

Payments must be made in a way that is acceptable to us. This will normally be in sterling to a UK bank account. If we agree to arrange for anything else, you'll need to bear any costs that arise.

1.5 Confirmation of receipt of benefits

You must, on request, confirm in writing that you have received your Income Payments or Maturity Amount payable from your Plan. That written confirmation will be sufficient proof that we have met our responsibility to make these payments. In most cases, clearance through your bank account will be sufficient confirmation of your receipt of benefits.

This is an important document that you should keep in a safe place.

Section 2.

Your payments

This section explains the payments that we'll make to you during the Plan Term whilst you are alive.

2.1 Pension Commencement Lump Sum

We'll pay you the Pension Commencement Lump Sum (if any) shown in your Policy document that we send to you when your Plan starts.

2.2 Income Payments

We'll pay your Income Payments to you in instalments from the Start Date until the earliest of the following:

- The date your Plan Term ends.
- The date of your death.
- The date you leave the Plan (as explained in section 4).

We'll pay your Income Payments every month, every three months, every six months or every year, as shown in your Policy document. The selected period between your Income Payments is called the 'Payment Period'.

If we pay the Income Payments in advance (for the Payment Period ahead), we'll pay the first instalment on the Start Date shown in your Policy document or as soon as practicable after that date.

If we pay the Income Payments in arrears (for the Payment Period just passed), we'll pay the first instalment at the end of the first Payment Period, which started on the Start Date shown in your Policy document.

2.2.1 Proportionate payment after death
This section only applies to Income Payments being paid in arrears.

If you die before the end of the Plan Term, the final payment will either be made 'with proportion' or 'without proportion'. Which of these applies will be agreed between you and us on the basis of your application and as shown in your Policy document.

If the final payment is 'with proportion' this means that if you die before the end of the Plan Term, we'll make a payment to cover the period from the date of your last Income Payment to the date of your death.

If the final payment is 'without proportion' this means that if you die before the end of the Plan Term, we won't make a payment to cover the period from the date of your last Income Payment to the date of your death.

We'll treat any Income Payments made to a Dependant or Beneficiary in the same way on the Dependant's or Beneficiary's death before the end of the Plan Term.

2.2.2 Escalation of Income Payments
If you have chosen escalation and this is shown in your Policy document then your Income Payments will increase each year.

The first increase will be applied to the first Income Payment which falls on or after the first anniversary of the Start Date. Subsequent increases will be due on each following anniversary of this date before the end of the Plan Term.

If you've chosen a fixed percentage escalation rate (as shown in the Policy document), we'll increase the Income Payment each year at that rate.

If the escalation rate you've chosen is the Retail Prices Index ("RPI") (as shown in your Policy document), then we'll increase the Income Payment each year in line with the annual increase in the RPI. The way we do this is described in section 5.

If the escalation rate you've chosen is Limited Price Indexation (as shown in your Policy document) then we will increase the Income Payment each year in line with the annual increase in the RPI as described in section 5 but the increase will be subject to a maximum of 5%.

2.3 Maturity Amount

If you survive to the end of the Plan Term, we'll pay your Maturity Amount (if any) shown in the Policy document. You can choose to use the Maturity Amount in different ways:

- You can use it to purchase a lifetime annuity with us.
- You can use it to purchase another retirement product with us.
- You can transfer it to another Registered Pension Scheme in the United Kingdom or qualifying recognised overseas pension scheme (if the transfer is not an unauthorised payment for UK tax purposes).
- You can have it paid to you as a lump sum. If you do this, this payment will be subject to income tax at your marginal rate.

We'll write to you shortly before the end of the Plan Term to let you know that your Maturity Amount is due and to remind you what you can do with it. You don't need to use the Maturity Amount to buy another product with us, you'll be able to shop around and choose a provider of your choice.

If you don't tell us how to use your Maturity Amount, it will remain in the Plan until you tell us how to use it. We won't pay any interest on the Maturity Amount. If a Maturity Amount is payable for the Dependant or Beneficiary, the Dependant or Beneficiary can choose to use it in the same ways described above.

2.4 Tax

The Income Payments we'll pay to you will be subject to income tax. We will use your tax code to deduct the relevant amount of income tax due and pay this to HMRC on your behalf. If you choose to have the Maturity Amount paid to you as a lump sum, this will be subject to income tax in the same way as your Income Payments.

If you die before the end of the Plan Term, any amounts we pay to your Beneficiary or Dependant will be subject to the rate of income tax that they pay.

We may also deduct any other applicable tax charges from the amounts we pay to you under the Plan, as required by HMRC legislation from time to time. If you are under age 75 when you die then any amounts we pay to your Beneficiary or Dependant will usually be tax free.

Section 3.

Payments if you die during the Plan Term

3.1 Death Benefits Options

Your Policy Document shows the death benefits (if any) that you've selected.

If you didn't select a death benefit and you die before the end of the Plan Term, then your Plan will end on the date of your death and we'll stop your Income Payments and we won't pay the Maturity Amount.

3.2 Option 1 – Guaranteed Minimum Payment Period

This section only applies if you selected the Guaranteed Minimum Payment Period but not Dependant's Benefit and you die during the Plan Term.

If you die within the Guaranteed Minimum Payment Period, we'll continue to pay your Income Payments until the end of the Guarantee Minimum Payment Period to your Beneficiary. We'll continue to pay the Income Payments in the same amounts, at the same frequency, at the same time and with the same escalation (if any) as shown in your Policy Document.

If the Guaranteed Minimum Payment Period you selected is the same length as the Plan Term then:

- Your Maturity Amount will also be paid to the Beneficiary; and
- The Beneficiary will have the option to cash in the Plan, take a withdrawal or transfer the value of the Plan as described in section 4 '**Cashing in, transferring or making withdrawals**'.

We will take into account any nomination of beneficiaries you submitted to us but we will use our discretion as to who to pay the benefits to.

If you don't submit a nomination, we may pay any benefits to your estate, which could mean that it won't be paid until we've received the probate notification (the first step in the legal process of administering the estate of a deceased person under a will).

3.2.1 Allowing the benefits to be paid

The individual chosen by us can only receive the remaining Income Payments and Maturity Amount if they are a dependant or a nominee for the purposes of tax legislation. The way that "nominee" is described for the purposes of tax legislation could stop the Income Payments and Maturity Amount being paid to suitable beneficiaries in some situations. To avoid this, we asked you in the Application Form to make a broad nomination of all possible beneficiaries to ensure that we can make the payments to the chosen Beneficiary. Doing so does not mean that we will pay the benefits to all of the possible beneficiaries or that we ignore your expressed wish for who should be the Beneficiary. It just means that we will have greater scope to ensure payments are made to the appropriate Beneficiary, particularly where your expression of wishes form becomes out of date.

3.3 Option 2 – Dependant's Benefit

This section only applies if you selected the Dependant's Benefit, but no Guaranteed Minimum Payment Period and you die during the Plan Term.

3.3.1 Your Dependant

If the Policy document shows you selected the 'named spouse or civil partner or dependant' basis for Dependant's Benefit, your Dependant is the individual named as dependant in the Policy document only if he or she meets the following conditions:

- The individual is not a child; and
- The individual is a financial dependent or interdependent partner or is your spouse or civil partner at the time of your death.

We will check financial dependency or interdependency by asking the individual to sign a declaration confirming they are financially dependent on or interdependent with you before we start paying the Dependant's Benefit.

If the Policy document shows you selected the 'any spouse or civil partner' basis for Dependant's Benefit, your Dependant is the individual who meets the following conditions:

- The individual is your spouse or registered civil partner at the date of your death and has been for at least the last six months of your life; and

- The individual is not younger than you by 10 or more years at the date of your death.

In either case, if the conditions are not met the individual is not a dependant and no Dependant's Benefit is paid.

3.3.2 Payments to your Dependant
We'll make Income Payments to your Dependant until the earlier of the end of Plan Term and your Dependant's death.

The amount of the Dependant's Benefit can be between 1% and 100% of your original Income Payment and Maturity Amount. This percentage is chosen by you and shown in your Policy document.

We'll continue to pay the Income Payments to your Dependant at the same frequency, at the same time and with the same escalation (if any) as shown in your Policy document.

If your Dependant dies before the end of the Plan Term, we won't make any further Income Payments and no Maturity Amount will be paid.

If at the end of the Plan Term, your Dependant is still alive, we'll pay them the percentage of Maturity Amount chosen by you as shown in your Policy document in the ways described in section 2.3.

3.4 Option 3 – Guaranteed Minimum Payment Period and a Dependant's Benefit

This section only applies if you selected the Dependant's Benefit with the Guaranteed Minimum Payment Period and you die during the Plan Term.

If you have chosen both a Guaranteed Minimum Payment Period and a Dependant's Benefit then:

- If you die before the end of the Guaranteed Minimum Payment Period, Income Payments will continue to be paid until the end of the Guaranteed Minimum Payment Period as described in section 3.2. Immediately following the Guaranteed Minimum Payment Period (but not before) we'll pay Income Payments to your Dependant until the earlier of the end of the Plan Term and the date of your Dependant's death.
- If you die after the Guaranteed Minimum Payment Period (but during the Plan Term), we'll pay Income Payments to your Dependant from the date of your death until the earlier of the end of the Plan Term or your Dependant's death.

If at the end of the Plan Term, your Dependant is still alive, we'll pay them the percentage of Maturity Amount chosen by you as shown in your Policy document in the ways described in section 2.3.

The provisions of section 3.3 about the identity of the Dependant and payments to the Dependant also apply to Dependant's Benefit paid under section 3.4.

3.5 Death benefit paid as a lump sum

Where any death benefits are due to be paid, your Dependant or Beneficiary can request to take any remaining Income Payments and Maturity Amount as a lump sum. We will calculate the cash in value on the day we receive the request.

To calculate this value we will add up any remaining Income Payments and Maturity Amount due and give them a value, based on the Underlying Assets and interest rates at the time. For more information please see section 4.3.

The lump sum payment will always be less than the total of any Income Payments and Maturity Amount due.

If you die before age 75, no tax will be deducted. If you die aged 75 or older, we will deduct tax from this value based on your Dependant's or Beneficiary's income tax rate in the tax year the payment is made.

Section 4.

Cashing in, transferring or making withdrawals

4.1 Eligibility to cash in, transfer or make withdrawals

If you have chosen to have a Guaranteed Minimum Payment Period that is the same as the Plan Term then you have the option to:

- Cash in or transfer – cash in or transfer the whole of your Plan and have the value paid direct to you or a Registered Pension Scheme or Qualifying Recognised Overseas Pension Scheme.

- Withdrawal – you can take a maximum of three withdrawals from your Maturity Amount during the term of the Plan. Your regular Income Payments will remain unaffected.

If you haven't chosen a Guaranteed Minimum Payment Period that is the same length as the Plan Term then you will not have the option to cash in or transfer the value of your Plan or make withdrawals.

If you cash in your Plan, we'll send you a payment representing the cash in value, your Plan will end immediately and no further payments will be made. This payment will be subject to income tax at your marginal rate. If you transfer your Plan, we'll send a payment representing the transfer value to the new pension scheme and your Plan with us will end immediately and no further payment will be made. Following your death, your Beneficiary or Dependant may be entitled to cash in, transfer the Plan or make withdrawals depending on the death benefit option you've selected.

4.1.1 Eligibility to take a withdrawal

The above eligibility applies to taking a withdrawal, but in addition you must have a minimum Maturity Amount of £5,000. A maximum of three withdrawals can be taken, over the term of the Plan, subject to a minimum amount of £5,000 for each withdrawal. If your Maturity Amount drops below this minimum amount, then you will still be able to cash in or transfer the whole of your Plan.

Following your death, your Beneficiary or Dependant may be entitled to cash in, transfer the Plan or make withdrawals depending on the death benefit option you've selected.

4.2 Requirements to cash in, transfer or make withdrawals

To cash in your Plan or request to take a withdrawal, you must contact us to request a quote.

To transfer the value of your Plan to another Registered Pension Scheme or qualifying recognised overseas pension scheme, then you must send us a written request that is signed and dated by you and we must also receive a written request from the new scheme.

4.3 Calculation of the cash in, transfer value or withdrawal

We will calculate the cash in or transfer value based on the date you request a quote.

To calculate the value of your Plan we will add up any remaining Income Payments and Maturity Amount due and give them a value, based on the Underlying Assets and interest rates at the time.

The calculation reduces future Income Payments and Maturity Amount based on the rates currently available on the Underlying Assets. The returns on the Underlying Assets are calculated in the same way that we do for customers who are taking out new Plans. We calculate the reduction in this way to ensure that a fair rate is given to customers who are starting a new Plan, customers who remain within the Plan until the end of their Plan Term and customers who are leaving their Plan early.

Your cash in value or transfer value will always be less than the amount you'd get if we continued to pay your Income Payments and Maturity Amount.

4.3.1 Withdrawal Calculation

Making a withdrawal is calculated in the same way as cashing in your Plan as described in 4.3 (excluding Income Payments), but only applies to the amount being withdrawn from the Maturity Amount.

Your remaining Maturity Amount will always be reduced by more than the withdrawal amount. We will tell you what your remaining Maturity Amount is.

Once we have calculated the value, we will then deduct the administration expenses and dealing costs. The administration expenses cover:

- Our costs of issuing cash in, transfer and withdrawal quotes

The dealing costs cover:

- Our costs of processing cash in, transfer and withdrawal claims
- The difference between the buying and selling prices of the Underlying Assets.

If you request to withdraw the entire or remaining Maturity Amount we will deduct the administration charge and dealing costs from the final maturity value we will pay.

We may have to delay this calculation in exceptional circumstances, which we have explained in section 4.4.

4.4 Possible delays in calculating and paying the cash in, transfer values or withdrawals

In order to protect all Plan holders, there are some circumstances where we may need to delay calculating cash in or transfer values or withdrawals. This could delay us dealing with your request.

In such circumstances we'll use due care and diligence when considering how to respond and we'll make sure that our response is fair and proportionate. We have set out below the reasons why we might need to delay this calculation.

4.4.1 Exceptional market conditions
This could include:

- Situations where it becomes impossible to buy or sell Underlying Assets, such as action by an overseas government that freezes assets held in that country.
- Situations where it's not possible to ensure fairness to all Plan holders, for example if by calculating a value it means paying too much to those leaving at the expense of those remaining.
- Any events listed in section 5.5.

4.4.2 Failure of another company we rely upon
This could include:

- The failure of a stock exchange (such as the London Stock Exchange).
- Major power failures or the failure of essential IT or communications systems.

4.4.3 Conditions where Underlying Assets cannot be sold immediately

- If a large number of people want to cash in or transfer at the same time it may be necessary for us to sell Underlying Assets.
- If this happens, there may be a delay while we obtain an appropriate price for the Underlying Assets that may need to be sold. We may need to do this in order to avoid having to sell Underlying Assets quickly for a reduced value.

It may not always be possible to give you advanced notice of the occurrence of these types of event but we will try to tell you before the event happens.

We will not be liable or responsible for any failure or delay in calculating cash in or transfer values or withdrawals as a result of such circumstances. However:

- We will use reasonable efforts to minimise any adverse impacts on you as far as reasonably possible; and,
- We will tell you if you're being disadvantaged, as soon as we can.

There may be other significant events outside our control that we're unable to anticipate. If such an event impacts our ability to calculate cash in or transfer values or withdrawals:

- We will advise you as soon as we're reasonably able and let you know how we intend to deal with it.
- How quickly we're able to let you know may depend on the severity of the event.

Section 5.

Management of the Plan

5.1 Reporting

During the Plan Term, we'll send you a yearly statement confirming the Income Payments that we expect to pay you over the following 12 months.

5.2 Adviser charge

If you received a personal recommendation from a financial adviser to buy your Plan, we can arrange for payment of a one-off adviser charge that is paid to your financial adviser on your behalf. This charge can only relate to the advice and services that your financial adviser has provided in relation to your Plan. The charge will be deducted from the funds we receive before we use those funds to set up your Plan.

Once your Plan has been set up, you won't be able to cancel the adviser charge or pay another adviser charge from your fund. If you take any further financial advice, you will have to pay your adviser for that advice separately. If you cancel the Plan as described in section 7.2, you may have to find another way of paying your adviser charge.

If you ask us to arrange an adviser charge that is outside HM Revenue & Customs' limits then you will be liable for any resulting tax charge. If you have any queries about this please speak to your financial adviser.

If you ask us to pay an adviser charge from your fund, it will be shown on your Policy document, in the section '**How much does the advice cost?**'.

We are only able to facilitate the payment of an adviser charge to firms that are appropriately authorised and regulated to receive them.

5.3 Conflicts

If there is any conflict between the Scheme rules, your Application Form, these Terms and Conditions or your Policy document then, in decreasing order of precedence, the Scheme rules, your completed Application Form, these Terms and Conditions and then your Policy document, will take priority.

5.4 Legal & General's right to make changes

We may make fair and reasonable changes to the Terms and Conditions of your Plan at any time by giving you at least 60 days' prior written notice. We will only make changes for one of the following reasons:

- To make our terms clearer or more favourable to you;
- To comply with applicable law, regulation, the judgment of any court, regulator or ombudsman or any regulatory guidance or codes;
- To reflect a change in our corporate structure that doesn't have an unfavourable impact on your Plan but which does require us to make certain changes to the terms of your Plan and doesn't result in us closing your Plan.

Any changes to the Terms and Conditions we make will not change the level of Income Payments and Maturity Amount due under your Plan.

5.5 Events beyond our reasonable control

There may be some circumstances that are beyond our reasonable control that mean that we are unable to perform our obligations under the terms of the Plan. This could for example cause a delay in any payments we are due to make to you. These circumstances include the following:

- Strikes, lockouts or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Restrictions imposed by legislation, regulation, or other governmental initiative that are not as a result of our misconduct; or
- Failure of transport networks or other external utilities (for example telecommunications networks, water or power) leading to an unavoidable disruption.

If an event described above occurs we'll use due care and diligence when considering how to respond and we'll make sure our response is fair and proportionate. We won't be liable for any delay in performing any of our obligations described in this document as a result of such circumstances, but:

- we'll use reasonable efforts to minimise any adverse impacts on you as far as reasonably possible; and
- we'll tell you if you're being disadvantaged as soon as we can.

There may be other events beyond our reasonable control that we're unable to anticipate. If such an event impacts our ability to perform our obligation under the terms of your Plan:

- We'll advise you as soon as we're reasonably able and let you know how we intend to deal with it.
- How quickly we're able to let you know may depend on the severity of the event.
- We'll use reasonable efforts to minimise adverse impacts on you as far as reasonably possible; and
- We'll tell you if you're being disadvantaged as soon as we can.

5.6 Evidence of entitlement

Before we pay any benefit we will need to see satisfactory evidence that you are still alive. Similarly, before we pay benefits to a Dependant or Beneficiary after your death during the term of the Plan, we must see satisfactory proof of your death and that the Dependant or Beneficiary is still alive. We also need satisfactory evidence of the Dependant's age and:

- your marriage to or registered civil partnership with that person; or
- that the person was dependent or interdependent with you as described in section 3, whichever is relevant. For example, we'll ask your Dependant to sign a declaration and we might also ask to see their bank statements.

5.7 Incorrect information

If there are any changes to your details at any time during the Plan Term you must notify us using our contact details shown in section 7.

We will not be responsible for any mistakes in income or lump sum payments resulting from any information we receive in connection with the Plan being incorrect, or relevant information not being provided by you.

If you fail to take reasonable care when completing the Application Form and as a result give us incorrect information which affects your payments, we will adjust any amounts we pay in the future to that which we would have paid if you'd given us the correct information. Also, an additional adjustment will be made in respect of the period between the Start Date and the date of amendment.

If the adjustment means the amount payable is reduced, we will ask you to return any overpayments you have received as soon as possible. If the adjustment means the amount payable is increased, we'll make a payment to you to cover the increased amounts of the previous payments you have received. Please note that this payment will be subject to income tax in the year that it is paid to you and therefore might mean that you pay a higher rate of tax than you would normally pay.

If any amounts are paid to someone that they are not due to, they will be required to return them as soon as possible unless: a) the payment was made as a result of an error by us, and b) we agree that it would not be reasonable to return any such payment.

If we make any overpayments after the later of your death and the end of any Guaranteed Minimum Payment Period if applicable, your Beneficiary or estate will be required to return any such payment to us.

If we make any payment of Dependant's Benefits after the death of the Dependant, that person's Beneficiary or estate will be required to return any such payment to us.

5.8 Retail Prices Index

This section applies only to Income Payments that increase in line with the Retail Prices Index.

The 'Retail Prices Index' is an index of the cost of all goods, reflecting changes in those costs from month to month. It is produced by the Office for National Statistics. When we work out the amount of any increase in benefit, we will refer to the increase in the Retail Prices Index over an appropriate 12 month period in line with the anniversary of the Start Date of your Plan.

The 12 month period will be measured up to a point 6 months before the anniversary date.

We'll then apply any increase on the actual anniversary date. If the Retail Prices Index falls over the 12 month period used, the Income Payments will not decrease but will be frozen. The Income Payment will not then be increased until the Retail Prices Index exceeds the level it attained prior to the decrease. The next increase in Income Payments will be measured from the level of the Retail Prices Index prior to the decrease as if the Retail Prices Index had not fallen below the level immediately prior to the decrease.

The amount of Income Payments in any year will never be greater than:

- the amount of Income Payments in the previous year; plus
- the increase in line with the Retail Prices Index.

If:

a. the constituents of the Retail Prices Index are materially changed; or

b. the Retail Prices Index is discontinued.

We may (to the extent permitted by law) increase index-linked Income Payments by reference to:

i. the index used to measure the increase in respect of issues of UK government index-linked gilts; or

ii. such other index as we consider appropriate.

5.9 Limited Price Indexation

Limited Price Indexation (LPI) is an annual increase that uses the Retail Prices Index (RPI) as the reference index for the increase, with a limit of 5% for any increase in one year. The LPI increase applied each year on the anniversary of your annuity, will use the latest published September RPI figure, to a maximum of 5%.

5.10 Other important terms

Your Plan will only provide the benefits described in the Terms and Conditions and your Policy Document.

You cannot transfer your rights and obligations under the Plan to another person.

Each of the paragraphs of these Terms and Conditions operates separately. If any court or authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If any court or authority decides that any of them are unfair, they will still apply as far as possible, but without any part which could cause them to be considered unfair.

If we do not insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and that does not mean that you do not have to comply with your obligations. If we do waive a failure to perform by you, we will only do so in writing and that waiver only applies to that specific failure.

Section 6.

General Conditions

6.1 Governing Law

The Plan will be governed by and constructed in accordance with the laws of England. The English courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with the Plan.

6.2 Rights of Third Parties

This Plan is between you and us and any subsequent recipient of death benefits. Nothing in this contract expressly or impliedly confers any right on any third party to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. For the purpose of this section, a third party is any party not already mentioned in this paragraph.

Section 7.

How to...

7.1 Contact us

For general enquiries, making a complaint or to cancel your Plan within the cancellation period, please write to us at the following address:

Legal & General Retirement
PO Box 809 Cardiff, CF24 0YL

7.2 Cancel your Plan

You can cancel your application:

- At any point before your plan starts
- Up to 30 days from the date you receive our confirmation that your plan has started.

If you cancel before any tax-free cash is paid and before your plan has started:
If we've received your pension pot we'll contact your previous pension scheme to see if they're willing to accept it back. If they won't, we'll ask you to choose another provider who will accept the transfer or choose another pension or retirement income product with us.

If you cancel after any tax-free cash is paid or after your plan has started:
We can't return your tax-free cash. We can't return your pension pot to the transferring pension scheme. You must buy a retirement income product with us or another provider. If you don't do this within six months of your tax-free cash being paid, you will have to pay tax charges on the tax-free cash amount.

How do I cancel?

If you wish to cancel, please contact us and your pension scheme provider as soon as possible if they are paying you any tax-free cash. Our contact details are on the back cover. If we've paid you any income, you must return this money to us within 30 days of letting us know.

If you decide to cancel and have used part of your pension pot to pay an adviser charge, we will reclaim the charge from your financial adviser. Your financial adviser may then ask you to pay for the services they have provided using another method.

If you decide to cancel and you have paid the adviser charge direct to your financial adviser, we will not reclaim the adviser charge from your adviser.

7.3 Make a complaint

If you wish to complain about the service you have received from us, or you would like us to send you a copy of our internal complaint handling procedure, please contact us.

If you remain dissatisfied, you can complain to:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

0800 023 4567 or **0300 123 9123**

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

Making a complaint to Legal & General or The Financial Ombudsman Service will not affect your legal rights.

Section 8.
Definitions

Application Form	The application form you completed to apply to purchase the Plan.
Beneficiary	The individual(s) chosen in accordance with section 3.2 to receive Income Payments and Maturity Amount in the Guaranteed Minimum Payment Period if you die before the end of this period.
Dependant	The individual who will receive the Dependant's Benefit and Maturity Amount if they meet the conditions set out in section 3.3 under the heading 'Your Dependant'.
Dependant's Benefit	Income Payments payable to your Dependant from your death until the earliest of (i) the end of the Plan Term and (ii) your Dependant's death and (iii) the date that your Dependant leaves the Plan early as described in section 4.The Policy document shows if Dependant's Benefit has been selected.
Guaranteed Minimum Payment Period	The period for which we will guarantee payment of the Income Payments and Maturity Amount to your Beneficiary following your death. The Policy document shows if the Guaranteed Minimum Payment Period has been selected.
End Date	This is the date that your Plan Term is due to end, as shown in your Policy document.
Income Payment	The regular income payment (if any) that • for you, or your Beneficiary is shown in the Policy document as the income amount • for your Dependant is the percentage of your Income Payment that is shown in your Policy document in the 'Death benefits' section.
Maturity Amount	The amount payable at the end of the Plan Term, which • for you, or your Beneficiary is shown in the Policy document as 'Maturity Payment' • for your Dependant, is the percentage of your Maturity Amount that is shown in your Policy document in the 'Death benefits' section.
Pension Commencement Lump Sum	Also known as a 'tax free cash sum'. This is an amount that can be up to 25% of your pension pot and can be taken as a lump sum and will not be subject to income tax. If this is chosen, it must be selected before you start your Plan.
Plan	Our legal agreement with you to provide certain benefits for and in respect of you under the Legal & General Retirement Pension Scheme, described in section 1.2.
Plan Term	The period for which your Plan is due to run, which is the period from the Start Date and to the End Date shown in your Policy document.
Policy Document	The document we send to you when your plan starts. It contains specific details about your Plan (such as your Plan number and income amount), which will include changes made to it during the Plan Term.
Registered Pension Scheme	A scheme registered with HM Revenue & Customs under the Finance Act 2004.
Scheme	The Legal & General Retirement Pension Scheme.
Start Date	This is the date that your Plan starts, as shown in your Policy document.
Terms and Conditions	These terms and conditions, including any changes made in accordance with section 5.4.
Underlying Assets	Assets such as gilts and bonds purchased by Legal & General. We use the returns from these assets to help pay the income on our Cash-Out Retirement Plans.

Contacting us

You can call us on

0800 048 2446

Lines are open Monday to Friday, 9am to 5pm.
We may record and monitor calls. All Legal & General's call centres are UK based.

You can email us at

retirement@landg.com

If you're contacting us by email please remember not to send any personal, financial or banking information because email isn't a secure method of communication.

You can write to us at

Legal & General Retirement, PO Box 809, Cardiff CF24 0YL

You can visit our website at

legalandgeneral.com/retirement

Additional support and alternative formats

Please contact us if you have any special circumstances you'd like to tell us about as we may be able to provide some additional support.

You can also request this document in Braille, large print or audio.

Legal & General Assurance Society Limited
Registered in England and Wales No. 00166055.

Registered office: One Coleman Street, London, EC2R 5AA.

Legal & General Assurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Q0050905 04/25 FTRP NON-ASD

Legal & General