

# READY-MADE PENSIONS

TERMS & CONDITIONS

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We have used plain English wherever we can but avoiding technical terms is not always possible.

Where we use a technical term, it is explained in the glossary in Appendix A.

“You” or “your” means any person or persons who hold a Ready-Made Pension Account.

The Ready-Made Pension is provided by Embark Investment Services Limited, a wholly owned subsidiary of Embark Group Limited. Embark Investment Services Limited is incorporated in England and Wales (company number 09955930) with its registered Office at 100 Cannon Street, London, EC4N 6EU. Embark Investment Services Limited is authorised and regulated by the Financial Conduct Authority (Reg No 737356).

“Us”, “our” and “we” means Embark Investment Services Limited.

Words in singular shall include plural and words in plural shall include singular.

## 1

## GENERAL TERMS & CONDITIONS

### 1.1 Our Contract With You

The terms and conditions outline the basis upon which we will provide a Ready-Made Pension Account to you.

They, together with terms contained in the additional documents listed below, describe the legal Terms of agreement between you and us (the "Terms & Conditions") upon which we will provide the Account to you.

The additional documents are:

- Key Features Document for the Ready-Made Pension;
- Confirmation Schedule; and
- Charges Information Document.

This agreement will start when we confirm that we have accepted an application by you to open a Ready-Made Pension Account. We confirm this to you when we send you the Confirmation Schedule. If, for whatever reason, we cannot accept an application to open an Account for you, we will inform you and no Ready-Made Pension Account will be set up.

We may transfer all or part of our rights and obligations under our Terms & Conditions with you to another firm. We will not ask for your consent to do this, except where required by regulation, but will only do so if that other firm agrees that your rights under these terms and conditions will not be affected. You will be provided with the Data Privacy notice of the other firm ahead of any transfer of data to them this will explain how the firm will use and store your personal data.

### 1.2 Roles And Responsibilities

#### 1.2.1 Our Role And Responsibilities

We are the provider of the Ready-Made Pension Account under these Terms & Conditions.

We classify you as a "Retail Client" under the Financial Conduct Authority (FCA) Rules. This gives you a level of protection if things go wrong and you need to complain or claim compensation. It also means that we commit to providing you with information in a clear and straightforward way.

We will:

- operate your Ready-Made Pension Account in line with these Terms & Conditions, the FCA Rules and any other Applicable Laws;
- use appropriate care and skill in operating your Ready-Made Pension Account;

- act reasonably, proportionately and fairly, in line with the FCA Rules or any other Applicable Laws when we use our discretion, make a decision, or require information, in line with these Terms & Conditions;
- not give you any financial, investment or tax advice and we do not assess the suitability or appropriateness for you of the Ready-Made Pension Account or any assets invested in through your Ready-Made Pension Account;
- where applicable, collect regular contributions from your nominated bank account on the collection date selected by you;
- transmit Trade Instructions to buy and sell Assets to the appropriate Fund Manager, in line with our Order Execution Policy;
- hold your Assets and Cash in line with the FCA CASS 6 Custody Rules and CASS 7 Client Money Rules; and
- make a statement available to you every three months, starting from the Account opening date, detailing how the Investments in your Account are performing together with any other information we're required to send to you.

We may, from time to time, delegate some of our functions to Trusted Third Parties.

We will not:

- be responsible for the performance of any Assets you invest into;
- be responsible for the acts and omissions of any Fund Manager, our Banking Partner, or Trusted Third Parties except if they arise as a result of our negligence or wilful default in line with Section 1.16.4;
- be responsible if you cannot access your Ready-Made Pension Account during core operational hours because of unplanned interruptions;
- be responsible for events beyond our reasonable control in line with Section 1.16.1.

#### 1.2.2 Your Responsibilities

You agree:

- to complying fully with all Applicable Laws;
- to provide any personal identification that we ask for;
- to provide any information we ask for, including your bank details if necessary;
- that the decision to open an account and invest is yours based on the information you have been provided with about the accounts and funds, and you understand that you are not receiving advice;

- to notifying us immediately if you breach any of these Terms & Conditions;
- that any Instructions and Trade Instructions you provide to us will be accurate;
- to provide us with a current email address with which we can contact you and you will tell us promptly if the email address changes;
- to regularly log on to your online Ready-Made Pension Account to review your Account/s as well as any communication or documentation we may add to your Document Library from time to time;
- to update your online Account as soon as possible of any changes to the information you have provided to us, for example, changes to your name, where you live, email address or bank or building society account or citizenship or country of tax residence;
- to tell us immediately if you do not recognise any transaction, or if you know or suspect that any Instruction or Trade Instruction you have authorised has been carried out incorrectly;
- that in the event there is insufficient Cash or Assets within your Account to pay any Charges, you will pay those Charges to us if we ask you to; and
- to provide us with the information we ask for, including your National Insurance number, to ensure your personal records are complete. If you don't provide this information, we may not be able to proceed with any Instruction or Trade Instruction.

### 1.2.3 The Pension Scheme

The Scheme is a registered pension scheme under Chapter 2 of Part 4 of the Finance Act 2004. It has been established and is governed by a trust deed and rules which may be amended from time to time ('The Scheme Rules'). You can ask us for a copy of the Scheme Rules at any time.

You will be bound by both these Terms & Conditions and the Scheme Rules. Where there is any conflict between the Terms & Conditions and the Scheme Rules, the Scheme Rules shall prevail.

Embark Investment Services Limited is the Scheme Administrator and is responsible for the day-to-day running of the scheme. This includes ensuring contributions paid to the Scheme and benefits paid by the Scheme follow these Terms & Conditions, the Scheme Rules, and any relevant pension or tax legislation.

Embark Trustees Limited (ETL) is the trustee of the Scheme. It has delegated the role of holding Client Cash and Assets to Us to hold pursuant to the FCA Client Asset Rules.

## 1.3 Eligibility

To open a Ready-Made Pension Account you must be:

- at least 18 years old, and below 74
- a resident in the UK for tax purposes for at least 6 months, or you must be a crown employee serving overseas or their spouse or civil partner.

You are responsible for determining whether you meet these eligibility criteria.

You may not open an Account if you are a US Person or resident of the United States.

If, after opening an Account your eligibility status changes, you must tell us immediately as you may no longer be eligible to contribute to or keep the Account open.

## 1.4 Applying For A Ready-Made Pension Account

A Ready-Made Pension Account can be opened with a minimum payment of £150 if paid monthly or £5,000 as a one-off payment after tax relief (if applicable) is added.

If you would like to transfer in any eligible existing pension arrangements to your Ready-Made Pension Account, the minimum aggregated amount of those pensions must be at least £10,000 (see section 1.7.3 for further detail). To apply for a Ready-Made Pension Account, you will complete and submit an electronic application together with any documentation we require. By submitting your application, you confirm your acceptance to these Terms & Conditions.

Applications must be made together with:

- a payment that meets the minimum payment requirements, and/or
- a Direct Debit Instruction which meets the minimum payment requirements, and/or
- where you are opening an Account with a transfer, a fully completed Transfer Instruction may be required.

Your Ready-Made Pension Account will be opened once we issue you with a Confirmation Schedule.

We have the right to refuse any application to open a Ready-Made Pension Account.

You must ensure the correct Account reference details are included in all direct credit payments, to enable the funds to be allocated to your Account. We will not be responsible if we are unable to match funds received with incorrect Account reference details.

## 1.5 Cancellation Rights

You have the right to cancel your application within 30 days of applying for a Ready Made Pension. On receipt of valid instructions to cancel, either in writing, by email or by telephone, we will process instructions to sell any assets purchased with your payment or cash transfer in line with Section 1.5.1, as well as our Order Execution Policy (Appendix B). We will not return a cancelled payment until the payment has cleared.

We will return payments to the source from which we receive them.

### 1.5.1 Cancellation Rights: Cash Contributions

On starting an Account with a regular payment, a one-off payment or cash transfer and for each subsequent cash transfer we will send you a Confirmation Schedule which will include details of "Your right to cancel".

You will have a 30-day cancellation period that will start from the date you receive the Confirmation Schedule.

If you exercise your right to cancel your Account during the 30-day cancellation period, what you get back will depend on the type of payment we receive:

- For a regular payment, we will repay the payment we received at the start of the Account.
- For a one-off payment, we will return the payment, less any fall in the value of the assets purchased with that payment. We will also not refund you any charges applied by third parties as described in section 1.12.

If you cancel an Account during the 30-day cancellation period, any gain in the value of your assets up to the point at which you cancel will not be returned to you. Any gain will be kept by us and passed to a registered charity of our choice.

### 1.5.2 Cancellation: Pension Transfer from a previous provider

Where you open an Account by Transferring an existing pension arrangement only, as described in Section 1.7.3, and you decide to cancel, we will look to stop the transfer process before it begins. However, if the process has already started, we will be unable to stop the transaction. You will therefore need to arrange to transfer back to your previous provider (or a new provider) as a transfer out, before we can cancel the Account.

### 1.5.3 Cancellation: Drawdown Pension

The first time you take Drawdown as part of the benefits (see Section 2.1) under your Ready-Made Pension you will be able to cancel the Drawdown within 30 days. Cancellation rights only apply to the first time you utilise Drawdown in your Ready-Made Pension Account. Any additional Assets you move into Drawdown will not have these cancellation rights.

Where you exercise your cancellation rights in respect of Drawdown Pension, and you have received any payments from us as a result, you must return these payments to us in full. If you fail to return these payments, they will be treated as Unauthorised Payments and become taxable.

## 1.6 Accessing Your Ready-Made Pension Online

You will be given access to view your Ready-Made Pension Account online and this is available from when we open the Account.

It is your responsibility to keep all your Account details safe and secure and ensure they cannot be accessed by others. You must take all reasonable precautions to prevent unauthorised use of your Account and inform us if you become aware or suspect someone else knows these details and you want the Account blocked.

We will take all reasonable steps to ensure your Account is available online at any time. There will be times when we need to interrupt our Online Service to perform maintenance.

Your online Account access will allow you to view details of your Account for example, where your money is invested and the investment values. It also has an online Document Library that allows you to view Account literature and your Charges Information Document together with other documents and statements applicable to the administration of your Account.

To ensure you receive any important communications or alerts, it is important that you keep us updated with your current email address. You should also make sure that your email settings are set up to receive emails from us.

If you open a further Ready-Made Pension Account, you will automatically be able to view all the details and documents for the new Accounts under the same access.

## 1.7 Contributions Into Your Account

Subject to any restrictions detailed below, contributions to your Account can be made in the following ways:

- regular contributions by Direct Debit
- one-off contributions by Faster Payment
- one-off contributions electronically by debit card.

On identifying a contribution for an Account and receipt of all required information, we will match the contribution with any associated Instructions or Trade Instructions.

We will process Trade Instructions to buy the Assets specified as soon as reasonably practicable, and (where applicable) in line with our Order Execution Policy (see Appendix B).

If we are unable to match the contribution with an Account, we will return the contribution as soon as practicable to the bank or building society from which the payment came.

We may also return contributions if:

- we receive a contribution before we receive an electronic application, as described in section 1.4; or
- the value of the payment received differs significantly from the amount you advised us we would receive.

We reserve the right to refuse any contribution at our discretion.

### 1.7.1 Pension Relief At Source (PRAS)

If you are under the age of 75 and eligible to receive tax relief on personal contributions into your Ready-Made Pension Account, the Government will pay an amount equal to the basic-rate of tax to each contribution you make. This is known as Pension Relief at Source (PRAS). The tax relief you receive might be different depending on whether your main residence is England / Northern Ireland, Scotland or Wales.

We will automatically add the basic rate PRAS amount, to the amount you have contributed to your Account. We will then claim the PRAS amount back from HMRC. Please note that higher and additional rate taxpayers should recover the excess tax from HMRC

### 1.7.2 Contribution Limits

There is a limit set by HMRC on the amount that can be contributed to your Ready-Made Pension, and to the amount that can be contributed to your Ready-Made Pension that benefits from tax relief. Current limits can be found on gov.uk. You are responsible for ensuring all contributions are within allowable limits for tax relief. We will repay overpaid tax relief and interest on the amount of the overpayment on demand by HMRC from your pension without your further authority. Where total contributions to all your registered pension schemes (including basic rate tax relief) exceed your Annual Allowance in a tax year, you will have to pay an Annual Allowance charge on the excess contributions.

Your Annual Allowance is also likely to be reduced if you are a high earner and subject to a tapered Annual Allowance. If you have taken pension benefits from any of your pensions and have triggered the Money Purchase Annual Allowance this will also limit the tax relief on your contributions. You must tell us if the Money Purchase Annual Allowance applies to you and when it was triggered. You can find out details about the Annual Allowance and Money Purchase Annual Allowance online at gov.uk.

The rate of the Annual Allowance charge is set at your marginal income tax rate.

It is your responsibility to ensure payments to your Ready-Made Pension Account fall within any HMRC limits.

### 1.7.3 Transfers In

We will only accept transfers into a Ready-Made Pension from UK registered pension schemes that are made in line with any regulatory requirements in place at the time the transfer is made. We will only accept eligible transfers from a UK based registered pension scheme into your Ready-Made Pension, as a cash transfer. We won't accept certain types of transfers, including:

- transfers from pensions with safeguarded benefits, such as guaranteed annuity rates (GAR), guaranteed minimum pensions (GMP), section 9(2B) rights, or guaranteed conversion option (GCO);
- transfers coming from a defined benefits scheme (Final Salary);
- transfers from pensions already in Drawdown;
- transfers from pensions currently receiving employer or 3rd party contributions (partial transfers);
- transfers from pensions subject to bankruptcy orders, pension earmarking or sharing orders;
- transfers from pensions relating to 'disqualifying' pension credits from a pension sharing order, or the plan was set up using these types of credits;
- Block transfers.

If there is a Protected Cash Free Cash or a Protected Retirement Age feature on the transferring policy, we will ask your transferring provider to make you aware, as this feature will be lost upon transfer.

### 1.7.4 Regular Contributions

You can make regular contributions monthly by Direct Debit from a verified UK bank or building society account in your own name. You can start and stop regular contributions or change the amount at any time.

The collection date for contributions must be a date from the 1st to 28th of the month.

We will process Direct Debit Instructions as soon as reasonably practicable after we receive them. Where an Instruction is received by us within 10 days of an intended collection date, the collection will not happen until the following scheduled collection date. If a collection date is not a Business Day, we will collect it on the next Business Day.

It is possible to set up more than one Direct Debit for an Account. Each Direct Debit can have a different collection date provided it is a date within the period beginning on the 1st and ending on the 28th of the month. There is no limit on the number of Direct Debits which can be created.

Where a Direct Debit fails, we may have to repay overpaid tax relief and interest on the amount of the overpayment on demand by HMRC from your pension without your further authority.

### 1.7.5 Failed Contributions

If transfer cannot be completed from your existing provider, we will contact you to request revised Instructions. We will not be liable for any losses of any kind arising from such delay to your Account.

If we buy Assets on your behalf and there isn't enough money in your bank account to cover the payment, we will sell any assets we have bought on your behalf in expectation of that payment.

You will be responsible for any losses we incur from any transactions that result from any payment that we don't receive, up to the value of your Account. We will do this by deducting it from Cash and, if there is insufficient Cash, by selling Assets in line with our Disinvestment Strategy described in Section 1.12.

## 1.8 Assets And Cash Assets

A Retirement Portfolio is available through the Ready-Made Pension. This is made up of funds that have the combination of asset classes that deliver the required mix of investment risk. These funds are 'multi-asset funds', which means they invest in more than one type of investment.

Multi-asset funds have varying degrees of risks associated with them and you should read the relevant Key Investor Information Document (KIID), Key Information Document (KID) or Prospectus for any Fund you invest in as these will contain important information that could influence your decision.

We may, acting reasonably, make amendments to the funds we allow in our Retirement Portfolios. Where there is a regulatory, legal, or operational requirement to remove a fund from Ready-Made Pension or from any particular Account, we may sell them, but we will tell you at least 30 days before we do this.



## Asset Values

The performance of your Account generally reflects whether the value of your Assets has risen or fallen in the market. As such, we are not responsible for any loss in the value of your Assets unless it is caused by our negligence, fraud or willful default in line with Section 1.15.4.

The price that we will use for the valuation of Assets in your Account(s) will be on a Mid-Price basis.

## Cash

We will hold a small proportion of your investment in Cash to meet any charges due. We do this by providing access to a bank account operated by one of our Banking Partners. This bank account is not unique to you but holds amounts of money for all Ready-Made Pension Account holders and other customers centrally in line with FCA Rules.

Our Banking Partners pay us a variable rate of interest on Cash held with them and they have the discretion to change the rate without notice.

We may keep a proportion of the interest we receive and pass the rest on to you less, where applicable, tax charges and/or any other deductions we are required to make by HM Revenue & Customs (HMRC).

Any interest earned is worked out daily by the platform based on the rate that we define and calculated against the client's cash holdings that day. On the first of each month, the total of these daily sums in the prior month is paid to the client's account on platform, increasing their cash balance. The corresponding cash balance is paid into the client bank account on the same day.

For more information on our Banking Partners and any interest currently being paid please go to [www.embarkplatform.co.uk/banking\\_and\\_interest\\_rates](http://www.embarkplatform.co.uk/banking_and_interest_rates).

Any Cash held in an Account may be eligible for interest payments. We may keep a proportion of the interest we receive from our Banking Partners to cover our costs of administration and therefore the rate of interest which is applied to your Account will be set by us. This treatment of interest by us is detailed in the Key Features and in the Charges Information Document. We reserve the right to change the rate of interest we pay at any time.

Cash held in your Account is also protected up to prescribed limits by the FSCS. You can find out more about this in Section 1.15.7.

### 1.8.1 Investment

The contributions you make will invest in the range of funds we make available under the Ready-Made Pension. The proportion of investment in each fund will be determined by us, in line with our Lifestyling strategy (see 1.8.2).

By investing in the Ready-Made Pension you accept and acknowledge that our Lifestyling strategy seeks to manage and help reduce the level of investment risk you are taking as you approach your selected retirement date.

If you change your selected retirement date, your Lifestyling strategy may also change, and this could alter the proportion of investment in each fund as a result.

### 1.8.2 Lifestyling Strategy

Our Lifestyling strategy aims to reduce the investment risk your pension monies are exposed to as you near your selected retirement date. It does this by moving assets from higher risk funds to lower risk funds over a defined time period.

In the earlier years more of your money is invested in equities to increase the potential for growth. We then begin to gradually reduce your exposure to risk once you are 10 years from your selected retirement date, because this aims to help protect what you've built up if there are any market downturns. This 'Lifestyle Switching' into lower risk investments occurs gradually, on a monthly basis, until your selected retirement date.

We don't invest directly in specific assets, e.g. UK equities and bonds. Instead, we will invest you in a Retirement Portfolio that is made up of funds that have the combination of asset classes that deliver the required mix of investment risk. These funds are 'multi-asset funds', which means they invest in more than one type of investment.

## 1.9 Ownership And Custody Of Assets

The Assets in your Ready-Made Pension will be designated for the Trustee and held for your benefit in line with the below:

### 1.9.1 Assets

All Assets in the Ready-Made Pension are held in line with the FCA Rules relating to Client Assets.

We'll act as your custodian. We will arrange for our Nominee or a Nominee of an affiliated company to hold your assets. In certain circumstances we will deposit them with a third party custodian which may in turn hold them through its sub-custodians. The arrangements for holding and registering your Investments may vary depending on the type of Investments and the country of origin.

Our standard business practice is to hold assets on your behalf in line the above with, however where this is not possible, your Assets will be registered in the name of a third party or, if this is not possible, our name but only if:

- the Assets are subject to the law or market practice of a jurisdiction outside of the United Kingdom; and
- we consider this to be in your best interests, or
- it is not feasible to do otherwise, because of the nature of the Applicable Law or market practice.

Holding in any of the ways described above means that you may lose incentives and shareholder benefits attaching to the Assets. The alternative nominee or third party may be located in or outside the jurisdiction in which we provide services to you.

You consent to your Assets being registered in our name in the circumstances described above.

We have the right at any time to appoint an alternative nominee and/or custodian for your Investments. Where your Assets are held by an alternative nominee or sub-

custodian we cannot ensure that you would not lose any Assets if that sub-custodian enters administration, liquidation or a similar procedure. In order to show that the Assets are not available to the entity's creditors, we will take reasonable steps to ensure that their records show that the Assets are held for you and that they do not belong to us or the alternative nominee or sub-custodian.

Our Nominee or the Nominee of an affiliated company will be the legal owner of the Investments in your Account and your Investments will be held in the name of, or to the order of, the Nominee. However, they will be held for your benefit and the Nominee will have a duty to deal with them on your behalf subject to these Terms. Subject to Applicable Laws, you authorise us to direct and instruct the Nominee to discharge our responsibilities under these Terms.

Our Nominee or the Nominee of an affiliated company is not an authorised person under the Financial Services and Markets Act. Our Nominee can only hold investments and does not carry out business on its own behalf. We are responsible to you for their acts and omissions.

Share certificates or other documents evidencing title to Investments will be held by us or by our Nominee or the Nominee of an affiliated company.

Your Assets may be held with those of other clients of ours or our sub-custodians in one account, subject to Applicable Laws In this case:

- we will maintain records of your interests in the Assets which have been pooled;
- your right to specific Assets may not be identifiable;
- on occasion this may lead to Assets held being used to settle trades of another client, which may result in a temporary shortfall; and
- if there is a default by us or our sub-custodians resulting in a shortfall, you might not receive your full entitlement.

Where a temporary shortfall arises and is identified we will ensure that it is resolved as soon as possible and, where required, appropriate a sufficient amount of our own money to cover the value of the identified shortfall until resolved.

In the event of our or our sub-custodians default you may have to share in the shortfall in proportion to the value of the Assets which we or the sub-custodian hold for you with other clients.

We will not lend your Investments to any third party, nor will we use them as security for any borrowing.

### 1.9.2 Protecting Cash

All Cash in your Ready-Made Pension is held by us in line with the FCA Client Money Rules. This means that we will keep money that we hold for you separate from our own money. Your money will be placed, along with money belonging to other clients, in a pooled client money bank account with an approved bank in line with the client money rules.

We will always deposit your Cash with one or more banks that are authorised by the Prudential Regulatory Authority and regulated by the FCA and which are covered by the FSCS (see section 1.15.7 for more details).

We will not be legally responsible in the event of default of any Banking Partner that is holding your money in line with these Terms & Conditions.

However, we will use our reasonable endeavours to make available to you any rights we may have against such banks. In the event of our, a bank's or Trusted Third Party's default you may have to share in any shortfall in proportion to the value of Cash which we, the bank or Trusted Third Party hold for you with other clients.

On receipt of a Trade Instruction, we will be required to transfer your Cash to a Trusted Third Party or our Stockbroker Partner to execute the transaction, however both the Trusted Third Party and our Stockbroker Partner agree to hold your Cash in line with the FCA Client Money Rules or to have adequate measures in place as agreed with us to protect your Cash prior to and after the Trade Instruction has been executed.

### 1.9.3 Our Rights Over Your Assets And Cash

We have the right to keep your Assets or Cash until you have paid any debt that you owe us. As well as any other rights we may be entitled to under any law, we will have a general Lien over all your Assets and Cash we hold or control until you have paid off all your debts, liabilities and obligations owed to us under these Terms & Conditions.

If you owe us a debt, we may use any of your Assets or Cash that we hold or control to pay off or reduce that debt and/or to reimburse us for any costs we have incurred in recovering that debt. Section 1.11 outlines the Disinvestment Strategy we use when selling your Assets.

In the unlikely event that we mistakenly add any Assets or Cash to your Account, we may remove them from your Account. If you have withdrawn the Cash or sold the Asset and withdrawn the proceeds of sale, we will treat the Cash withdrawn as a debt and we may use any of your Cash or Assets we hold or control to pay off or reduce that debt.

We will not be liable for any tax Charges or other losses incurred by you or us as a result of us exercising our rights to sell your Assets and/or your Cash.

Any Assets or Cash held by an alternative nominee and/or custodian appointed by us in line with Section 1.9.1 will be subject to a general Lien until you have paid off all of your debts, liabilities and obligations owed to us and any relevant third party.

### 1.9.4 Pooling Risk

Your Assets may be pooled with those of our other Clients. This means:

- that in the event of our, or any of our Custodians default or insolvency, if there is a shortfall which we cannot pay back, there is a risk that you may have to share proportionately in that shortfall;



- there is a risk that your options may be limited in respect of Corporate Actions; and you may receive Dividends or other distributions net of tax which has been paid or withheld at a less advantageous rate; and

We hold your Cash in pooled client money bank accounts, held separately from our own money. On occasion, your cash may be held in a Transaction Account with a Trusted Third Party. Cash held may be placed in accounts with notice periods of, or on deposit for fixed terms of, up to 95 days. Placing your cash in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from your account. However, such amounts may not be immediately available for distribution in the event of our default or by one of the institutions with whom your money is held.

## 1.10 Charges

You can find out more details on what you will pay in the Charges Information Document we provide you with when opening your Account or whenever a charge is added or changed.

### 1.10.1 Charges Made By Us

The following Charges may be made by us on your Account. These Charges may vary from time to time.

### 1.10.2 Account Fee

An Account Fee of 0.30% of your investments or a minimum of £5 a month will be deducted monthly from your Account.

The fee will be shown as two separate charges in your Charges Information Document. A monthly charge of £5 (£60 yearly) and a 0.30% charge on investments within your account above £20,000.

The charge is calculated daily, accrued, and then deducted on a monthly basis. We will deduct the charge from Available Cash in your Account each month from your Account start date.

### 1.10.3 Charges on Assets

The following charges may be deducted by Fund Managers – not by us. These depend on the Assets you invest in.

Managers of Mutual Funds may deduct charges from the assets you hold. These costs and charges will fall into three categories; ongoing, transaction and incidental.

- Ongoing charges are taken by Fund Managers for ongoing asset management. Examples of charges which may be deducted by Fund Managers include investment management fees, custodian fees and research costs. These charges are typically deducted from the Asset every day before the price is calculated.
- Transaction costs are incurred by Fund Managers in buying or selling the underlying Assets they hold. Examples include brokerage commissions, exchange fees and stamp duty. These costs are deducted from the Fund Assets before the price is calculated.
- Incidental costs include any performance fees that may be charged by the Fund Manager if certain performance levels are achieved within a certain time period. These costs are deducted from the Fund Assets before the price is calculated.
- These Charges and any changes to them are decided by the Fund Manager and may be increased or reduced without prior notice. All expected Charges that apply to any Assets being purchased will be shown in your Charges Information Document. Current Charges relating to any Assets you invest in, will be detailed in the Charges Information Document we send you with your regular statements.
- Fund managers may also apply a dilution levy or dilution adjustment to buy or sell transactions; they will only do this where a bid-offer spread does not apply. Fund managers will deduct any dilution levy before investing a payment or from any payment due to you and this will show on your trading confirmation; any dilution adjustments will be reflected in the asset price.

**A dilution levy or adjustment may be applied by the fund manager when there are unusually high levels of buy or selling within a particular fund. It is designed to protect the interests of existing investors.**

## 1.11 Disinvestment Strategy

Any charges due on your account will need to be paid for from Cash. To ensure there is sufficient Cash to meet the charges, we will sell Assets automatically. All such sales will occur in line with our Order Execution Policy, a summary of which is provided at Appendix B of these Terms & Conditions. The sale of Assets is described in this section and is called a Disinvestment Strategy.

Where disinvestment is used to fund an ongoing charge to us or to enable us to proceed with an Instruction including Trade Instructions or exercise a contractual entitlement, we will sell assets proportionately across all your assets. This means that we will sell mutual fund holdings in proportion of the percentage in your portfolio.

In the event there is insufficient Cash as a result of a failed contribution upon which we relied when processing a Trade Instruction, where there is insufficient Cash to complete an Instruction in respect of a Voluntary Corporate Action, we may use this Disinvestment Strategy to meet any shortfall we suffer as a result of processing the Trade Instruction or acting on the Voluntary Corporate Action Instruction.

## 1.12 Deceased Clients

On your death, the Investments in your Ready-Made Pension will remain unchanged but will remain subject to market movement until we receive any required documentation from the beneficiaries (or their personal representatives) that allows us to distribute any proceeds.

We will pay the benefits in line with the Scheme Rules taking account of any beneficiaries you may have nominated when we decide who to pay the benefits to

and how much each person will receive. Beneficiaries can be nominated by completing an Expression of Wish form that is available by contacting us.

Your beneficiaries can choose to receive the benefits as one of the following options:

- as a Cash lump sum.
- as a guaranteed yearly income by transferring the benefits to buy an Annuity from an Annuity provider.
- as a flexible income that they can increase or decrease by taking the benefits as Flexi-Access Drawdown.

We will write to your beneficiaries setting out the options available to them. These benefits may be taxed but this will depend on your age at the time of your death. If you die before age 75, death benefits will normally be paid free of tax. However, if you die on or after your 75th birthday benefits will be subject to tax.

If you have any Drawdown Benefits in your Account and payments are made between the date of your death and the date we receive notification of it, these may need to be returned to us. In some circumstances there may be a delay in passing the benefits on to your beneficiaries due to the type of Asset that you are invested in, for example an Asset may be suspended from trading.

### 1.13 Account Closure By Us

We shall be entitled to close one or more of your Accounts for the following reasons:

- if you have not given us any documents we need to meet our regulatory or legal responsibilities;
- if you have failed to provide us with satisfactory evidence or documentation for us to complete our anti money laundering verification process;
- if we believe, acting reasonably that any information or declaration you have given to us when opening an Account or subsequently, is untrue, misleading, or incomplete in any material way, or if you fail to inform us of any information you later become aware of which makes any previous information untrue, misleading or incomplete;
- if we must under the terms of a court order;
- if you have lent, deposited as collateral or used as security one or more Assets in your Accounts or have tried to do so without our consent;
- if you have done or failed to do something which means we are unable to comply with our legal and/or regulatory obligations.
- if the full value has been withdrawn and no future regular contributions are expected;
- if there is a material breach of the Terms & Conditions; or
- if the scheme is wound-up in line with the scheme rules.

We will let you know in writing the date on which we will be closing your Accounts. If we do decide to close your Accounts for any of the reasons above, we will treat this section as an Instruction from you to close your Accounts.

#### 1.13.1 Account Closure Generally

When your Account with us is closed, we will ask you for your instructions regarding any Assets and Cash held for you and we will agree a reasonable period for you to make alternative arrangements.

After this period, we will cease to act for you and, wherever possible, we will transfer your investments into your name, invest the assets where possible and send any certificates or other documents evidencing title to the last address that you have notified to us.

We will not be legally responsible for any Charges, fees, expenses, taxes or other amounts which become payable by closing your Accounts.

We may close your Account if you have no regular monthly payments set up and you have had a nil balance for more than 6 months. We will write to you to give you notice that we are about to take such action.

#### 1.13.2 Residual Payments

If we receive any residual payments relating to your Assets after the closure of your Accounts, we will make reasonable endeavours to pay these to you, less any reasonable administration expenses, by your previously chosen payment method or pass them to your next provider in line with your Instructions if possible.

If the cumulative residual payments to your Account over a period of 6 months are less than £25, we will donate this Cash to a registered charity of our choice. We will take steps to ensure that we minimise any administration fees by, for example, postponing them until we are reasonably satisfied that we have received all sums we are likely to receive, bearing in mind any external factors such as applicable legal time limits.

### 1.14 Changes We Can Make To These Terms & Conditions

Only we can change or add to these Terms & Conditions.

We will do this for reasons that may include but are not limited to those set out below and upon giving you at least 30 days' written notice, where practical to do so, or such other period allowed or required by Applicable Law.

The written notice shall be added to your Document Library and may also be sent to you by other means if appropriate. The notice will take effect from the date it states. You will also be able to find the most recent version of these Terms & Conditions in your document library.

We may decide to change or add to these Terms & Conditions for any reason including the following:

- if required to do so to take account of changes to, or to comply with, the Applicable Law, official HMRC guidance or HMRC codes of practice, the way in which we are regulated by the FCA, or the amount of capital we need to hold;
- to allow us to introduce new or improved technology, Services or operational practices;

- to implement a recommendation, requirement or decision of any court, government body, ombudsman, regulator or similar body;
- to make the Terms & Conditions clearer or correct any errors we find;
- to reflect new or improved industry practice;
- to take account of any change to our corporate structure as a result of reorganisation of our business;
- to take account of changes to any levies or Charges we are required to pay by law or by the FCA or under the FSCS;
- where we have reasonable grounds to believe that failure to make changes could result in a material risk to us;
- to take account of any changes to, or affecting any Trusted Third Parties with whom we engage whilst providing the Services;
- to remedy operational and/or administrative errors when dealing with any Trusted Third Party
- to proportionately reflect legitimate cost increases in, or restructures of, the Services we provide.

We will always act reasonably and won't go beyond what we think is necessary to make the change.

## 1.15 Other Terms

If it is found that any section within these Terms & Conditions is invalid, that invalid section will have no effect on the validity of the remaining sections in these Terms & Conditions. The remaining Terms & Conditions will continue to remain in place.

Any failure or deferral to apply or implement rights under the Terms & Conditions by us or you, does not mean that they cannot be applied or enforced in the future.

Headings and sub-headings in these Terms & Conditions are for reference only.

### 1.15.1 Circumstances beyond our control

There may be, on occasion, circumstances that prevent us from applying the sections in these Terms & Conditions. These include but are not limited to:

- riot, civil unrest, military action, explosion or terrorism;
- fire, flood, extreme weather, earthquake, epidemic, pandemic or other natural disaster;
- malicious attack on our technology hardware and software;
- lockouts or other industrial action;
- unforeseen legislation or regulation imposed that is not the result of our misconduct;
- failure of important utilities like power, communications water or transport that lead to disruptions; or
- any other event or circumstance that we are unable, using reasonable skill and care, to avoid.

Where any event as described above occurs which was beyond our reasonable control and if you are being, have been, or are likely to be disadvantaged, we will whenever possible, let you know as soon as we can, but you agree we bear no liability to you for any loss that has occurred.

### 1.15.2 Disclosure

By accepting these Terms & Conditions you give us authority to disclose any information (when required by law or otherwise) in relation to your Accounts to the following bodies:

- HMRC or other UK government body;
- any regulatory authority, for example the FCA; or the police; or,
- a regulated contractual third party.

### 1.15.3 How To Complain

If you are unhappy with the way you have been treated by us, you always have the right to complain. You can write or telephone us at the address and number in the How to Contact Us section.

If you are not satisfied with our response, you can then raise the issue with:

#### Financial Ombudsman Service

Exchange Tower,  
London E14 9SR

Phone: **0800 023 4567**

Email: [complaint.info@Financial-ombudsman.org.uk](mailto:complaint.info@Financial-ombudsman.org.uk)

Website: [Financial-ombudsman.org.uk](http://Financial-ombudsman.org.uk)

Referring the matter to the Ombudsman will not affect your right to take legal action later.

If your complaint relates to the processing by us of your pension you could raise the issue with the:

#### Pension Ombudsman

10 South Colonnade  
Canary Wharf  
London E14 4PU

Phone: **0800 917 4487**

Email: [enquiries@pensions-ombudsman.org.uk](mailto:enquiries@pensions-ombudsman.org.uk)

Website: [pensions-ombudsman.org.uk](http://pensions-ombudsman.org.uk)

### 1.15.4 Liability

Except where expressly stated elsewhere in these Terms & Conditions, nothing shall exclude or limit the liability of any party for fraudulent misrepresentation, deceit or dishonesty, death or personal injury resulting from its negligence or any other liability that cannot be excluded by Applicable Law.

Subject to this section, we will not be liable to you for any losses including fees, Charges, compensation, loss of opportunity and taxes caused to you by:

- any loss on your Assets or the money we hold that is not a direct result of our negligence or wilful default;

- our acts or omissions or those of any Banking Partners, except as a direct result of our negligence or wilful default;
- our action of enforcing any rights under these Terms & Conditions;
- any third party's failure to provide us with Cash or Assets to which you are entitled as part of a transaction;
- our reliance on information provided by third parties where that information comes from other organisations that manage the Assets in your Account; or
- our reliance on market price data provided by third parties to carry out Instructions which proves to be mistaken or inaccurate.

This limitation of liability is subject to us complying with these Terms & Conditions and the FCA Rules.

#### 1.15.5 Law

Our relationship with you, these Terms & Conditions and the sections within it are subject to the law of England and Wales.

#### 1.15.6 Ready-Made Pension Product

The Ready-Made Pension is offered and operated by Embark Investment Services Limited. Embark Investment Services Limited, is regulated by the FCA and has the necessary permissions to provide personal pensions. All money invested into Accounts through this Product will be held by Embark Investments Services Limited in line with the FCA CASS Client Assets Rules.

#### 1.15.7 Client Compensation

We classify you as a Retail Client under the FCA Rules. This entitles you to a level of protection in the event you need to complain or claim compensation. It also means that we commit to providing you with information in a clear and straightforward way.

In the event that any of the holders of Assets or providers of investment Services available through your Accounts cannot meet any financial obligations, you may be able to claim compensation from the FSCS. This level of compensation you receive will depend on where your money is held at the time of the claim and the FSCS rules that covers it.

If you do meet the criteria for a claim, the limits to your compensation would be as follows:

- **Service Failure** – In the unlikely event our system fails, you may be eligible to make a claim for compensation as a consequence of losing Investments you held in the Ready-Made Pension for up to a maximum of £85,000. It is however unlikely you would need to make an FSCS claim for compensation in the event of a failure because your Cash and Assets are held by appointed third party custodians on a segregated basis and in line with FCA Client Asset Rules. This means your Cash and Assets are always protected from such an event.

- **Bank Failure** – In the event a Banking Partner is unable to meet its financial obligations to you, you may be eligible to make a claim for any losses up to a maximum of £85,000.
- **Asset failure** – In the event of an Asset failure meaning the Asset may no longer be able to trade, you may be eligible to make a claim for any losses up to a maximum of £85,000 per Asset.

You can get more information on the FSCS on their website [fscs.org.uk](https://www.fscs.org.uk).

#### 1.15.8 Anti-Money Laundering And Fraud

In order to comply with the Anti-Money Laundering Regulations 2007, we are required to verify the identity (or identities) of anyone connected to a Ready-Made Pension Account at the time an application is made. This is to protect us and Customers against fraud and other financial crimes. We are responsible for carrying out checks and may request extra identification or information relating to any transactions made on the Account.

We may pass your details to our regulator or other governmental bodies when required by law to do so under the Anti-Money Laundering Regulations 2007.

Any unauthorised transaction on your Account, whether by you or anyone you have authorised, will be your responsibility.

#### 1.15.9 Taxation Law And Practice

The Terms & Conditions are based on our current understanding of HMRC taxation law and practice. These may change from time to time. If there is any change to the law or practices that means we are unable to carry out these Terms & Conditions, we reserve the right to vary them. You will be given notice of any such changes as soon as possible.

#### 1.15.10 Communicating

Our contract with you is in English and all future communication about it will be in English.

Unless we decide otherwise, all communication will be made available to you through your Document Library. We will notify you each time a new communication has been made available in your Document Library by sending you an email to the email address provided to us. All communications that have been made available to you in your Document Library, will remain there for the duration you hold an Account with us.

#### 1.15.11 Our Regulator

Embark Investment Services Limited, which offers the Ready-Made Pension, is authorised and regulated by the FCA.

#### 1.15.12 Compensating Us

You agree to compensate us for all costs, claims, demands, losses, expenses, and liabilities we suffer when acting on an Instruction or Trade Instruction given by you.

You agree to compensate us for any claim or demand made against us by any other person or organisation.



# 2

## TAKING YOUR BENEFITS

When you take out a Ready-Made Pension Account, you will be asked to select a date on which you would like to receive the benefits from the Account. This is called your selected retirement date. We will contact you at least 6 months prior to your selected pension date to let you know what options are available to you at that time.

### 2.1 How You Take Your Benefits

You can take your benefits at any time on or after you attain the age of 55 (changing to age 57 from 6th April 2028). We will require you to instruct us at the time you intend to take your benefits.

At the time you decide to take your benefits we can currently offer you one of the following options:

#### Pension Commencement Lump Sum

When you take your benefits from your Ready-Made Pension, you can request some of the benefits to be paid as a tax-free lump sum. This is known as the Pension Commencement Lump Sum. The Government has set a limit for the level of Cash that can normally be taken tax free, the current limit is 25% of your fund value, up to a maximum of £268,275 (unless you have existing pension protections in place).

If you request to take a Pension Commencement Lump Sum, we will move Cash (in line with any income withdrawal) to Committed Cash before making a payment to your nominated bank account.

You can only take a Pension Commencement Lump Sum at the same time that funds are put into Drawdown or you buy an Annuity.

#### Uncrystallised Funds Pension Lump Sum

When you reach age 55, you can access some or all of your retirement savings as a lump sum. This is known as an Uncrystallised Funds Pension Lump Sum (UFPLS).

If you take an UFPLS, part will be a tax-free payment and the rest will be taxed as income. The amount you get tax-free will be 25% of the withdrawal.

If we do not have a record of your tax-code at the time of your request, any UFPLS that has to be taxed as income will be paid subject to an emergency tax code on a month one basis. This may result in either too much or too little tax being collected, which you should arrange to be rectified directly with HMRC.

Taking an UFPLS will also trigger the Money Purchase Annual Allowance, if you have not already triggered it,

reducing the future amount you can contribute to your Ready-Made Pension or any other money purchase pension scheme, without incurring a charge.

If you withdraw all your savings from your Account as an UFPLS, any outstanding Charges will be taken before the final amount is paid out.

#### Flexi-Access Drawdown

Flexi-Access Drawdown allows you to take an income from your Ready-Made Pension with no limit set on the level of income you can take. You can choose to take an income directly from your Ready-Made Pension. You do this by moving some or all of the money into drawdown within your Account.

We will provide you with an illustration, and once you tell us you are happy to proceed, we will crystallise the benefits you have to set up a Drawdown. You will then be able to start making withdrawals from your Ready-Made Pension. You can also choose to take a Pension Commencement Lump Sum at the same time you start a Drawdown or on further crystallisations.

There is no minimum amount you need to start Drawdown although if you are looking to have a regular income, sufficient funds to meet ongoing payments will need to be crystallised. We will give you information about this in our illustration.

When you first take income by Flexi-Access Drawdown from your Ready-Made Pension, you will trigger the Money Purchase Annual Allowance if you have not already triggered it. This will reduce the future amount you can contribute to your Ready-Made Pension Account.

You can continue to allocate money within your Account into Flexi-Access Drawdown. Allocating money into a Drawdown Pension has the potential to incur additional Charges and you should make sure you have checked the Charge Information Document for details of what these are.

Each time we allocate money into Drawdown (which is also known as Benefit Crystallisation) we will recalculate the Pension Commencement Lump Sum that is available. This will be based on the value of your Assets at the time of the Benefit Crystallisation event. Because of this, the amount available may be different to what we quoted in the illustration.

You can take drawdown income monthly, quarterly, half-yearly or yearly. You can also choose to take it as a series of one-off withdrawals on any date between the 1st and the 28th of the month inclusive. If your circumstances change in the future, you can change the amount of income or the frequency at which it is paid. These withdrawals will be taxed as income.

When a payment date falls on a non-Business Day, payment will be made on the next Business Day. All Drawdown payments will be made into a nominated UK bank or building society account by BACS.

You are responsible for ensuring there is sufficient Available Cash to cover any requested income payments.

### Small Pension Funds

In some instances, where the value of your Ready-Made Pension is below a certain limit, you may be able to take the full value of your Account as a Cash lump sum. To do this your Account must meet the requirements of the Government's 'small pension fund' rules at that time. The lump sum will be paid 25% tax-free, with the remainder subject to income tax in line with HMRC requirements.

You can find out more about the 'small pension fund' rules by visiting the gov.uk website.

If you take the value of your Ready-Made Pension fund under the 'small pension fund' rules, this will not trigger your Money Purchase Annual Allowance.

### Buying An Annuity

We do not provide Annuities but you can take an 'Open Market Option' to purchase an Annuity with another provider. We will provide you with information about how you may be able to purchase an Annuity from another provider.

You can choose to take only some or all your Ready-Made Pension as an 'Open Market Option' to buy an Annuity. Once we have received your instructions, we will then forward the requested amount on to your chosen Annuity provider. If you have also chosen to take a Pension Commencement Lump Sum, we will calculate the lump sum due to you and then pay this to you at the same time we make the transfer.

If you only use part of the money in your Account to buy the chosen Annuity, including taking any tax-free Cash, the rest will continue to be invested in the existing Assets.

## 2.2 Transferring Out Of Your Ready-Made Pension

You can ask us to transfer some, or all, of the value of your Ready-Made Pension, as a Cash Transfer to another HMRC registered pension scheme that is willing to accept the transfer. Where the transfer is to include any money currently being used for Drawdown, the entire Ready-Made Pension must be transferred in full.

## 2.3 Unauthorised Payments

We will not knowingly send you an Unauthorised Payment and so where a payment or other benefit results in a Scheme Sanction Charge, payment of the charge will be your responsibility and deducted from the Ready-Made Pension. This will only change if the charge was a result of fraud, or negligence in the administration of your Ready-Made Pension.

## 2.4 Payment In Error

If you become aware that the amount of the payment, or the reason for payment made by us to you has been in error, you agree to immediately notify us of the incorrect payment, and to fully comply with the Instructions we provide you to enable the error to be rectified.

If we make you aware that the amount of a payment or the reason for a payment to you has been in error, you agree to immediately take all reasonable steps to fully comply with the Instructions we provide to enable the error to be rectified.

## 2.5 Pension Splitting And Sharing Order

On receipt of the appropriate official court order and other necessary documentation relating to either pension splitting or pension sharing, we will provide any information or follow any Instructions without question under Part IV of the Welfare Reform and Pensions Act 1999.

We reserve the right to recover reasonable administrative expenses from your Ready-Made Pension Account for carrying out any such Pension splitting or pension sharing order.

## 2.6 Right To Dispose Of Investments

You acknowledge that ETL shall be entitled to dispose of any Investment held in your Ready-Made Pension without consultation or the provision of prior notice to you, if in our reasonable opinion the continued retention of such Investment would not be consistent with both ours and ETL's fiduciary obligations to the Scheme to ensure the effective administration of investments.

You further acknowledge that should we and ETL dispose of any Investment held in your Ready-Made Pension in line with this section 2.6, neither ourselves or ETL shall be liable for any loss or cost incurred by you as a consequence of such a disposal.



# 3

## OTHER TERMS

### 3.1 Our Data Protection Policy

We are authorised under Data Protection Legislation to maintain, process and store your personal information. We will use this information to set up and administer your Accounts and for legitimate business reasons (including, but not limited to, the provision of information to a Group Company, contracted Third Parties, and Trusted Third Party Service providers including, Fund Managers, if they reasonably request such information from us).

We may also be required to share information with other companies or organisations, governmental bodies or regulatory bodies (including those outside the EEA) if required to do so by Applicable Law so they can process it. The processing of any information by us pursuant to this Section 7.1 shall be conducted in compliance with Data Protection Legislation and our Privacy Notice, a copy of which can be obtained by clicking on the 'How Embark use your information and your data privacy rights' link at the bottom of each page in your online account.

We will otherwise keep your personal information confidential.

You always have certain rights around the processing of your data which include:

- your right to request a copy of the information we hold about you (in some circumstances, we may charge you for this);
- making sure any request to amend incorrect data about you is processed;
- blocking the use of data that may cause damage or distress to you; and
- claiming compensation for our failure to comply with the Terms of the Act.

You can obtain any further information about how we collect and process your data as well as other information under Data Protection Legislation by using the contact details below:

**The Data Protection Manager**  
PO Box 24065, 1 Tanfield  
Edinburgh EH3 1EY

By telephone: **0330 123 5521**

#### Information Commissioner's Office

The office of the Information Commissioner is the government appointed office with responsibility for data protection. They can assist with any complaints or questions you may have. They can be contacted on **0303 123 1113** or online at [ico.org.uk](https://ico.org.uk).

### 3.2 Remedies And Waivers

If you or we breach any of these Terms & Conditions, the appropriate remedy can be taken at any time in the future. No breach by any party will be excused or discharged except with the express written consent of the other.

If you or we fail to use, or delay in using, any right under these Terms & Conditions, it will not affect any other rights under these Terms & Conditions or the use of the same rights in the future.

### 3.3 Unenforceability

If any section of these Terms & Conditions, is held by a court or other competent authority to be invalid, illegal, or unenforceable, that section, (or any relevant part of it) shall be treated as deleted to the extent required and the validity and enforceability of the other sections of the Terms & Conditions (or remaining part of the particular section) shall not be affected.

If any section is found to be invalid, illegal or unenforceable you and we will consult to agree an alternative section which achieves a similar result.

### 3.4 Third Party Rights

These Terms & Conditions apply exclusively to you and us and no third party may rely on or enforce any of them. A person who is not a party to these Terms & Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms contained herein.

### 3.5 Our Order Execution Policy

We will take all reasonable steps to get the best possible results when buying and selling Assets for you. Full details of our Order Execution Policy can be found on our Embark Platform website. To execute orders on your behalf, you consent to our Order Execution Policy when you receive your Confirmation Schedule. Please note the Order Execution Policy may change at any time without notice, however we shall ensure an updated version is available on our website.

A summary of our Order Execution Policy can be found in Annex B of these Terms & Conditions.

### 3.6 Conflict Of Interests Policy

We have set up a Policy to deal with any conflict of interest which might arise. This Policy sets out how we identify and manage these conflicts and we will provide you with a copy on request.

### 3.7 How To Contact Us

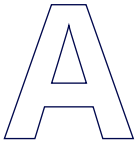
If you have any questions about Ready-Made Pension, you should contact us using any of the methods below:

By mail:

**Ready-Made Pension**  
Lovell Park Road  
Leeds LS1 1NS

By telephone: **0330 123 5521**

Available Monday to Friday 9am to 5pm. Calls may be recorded for training purposes.



## APPENDIX A

### Glossary

#### Account

A specific account set up by you to hold a Ready-Made Pension.

#### Actual Settlement

Means the date on which the buyer and the seller of an Asset deliver cash proceeds in exchange for the Asset. Actual Settlement can take place after Contractual Settlement for a number of reasons, including where the seller of the Asset fails to deliver that Asset to the buyer.

#### Aggregation of Orders

A common method of executing trading orders at one time by placing orders in batches at time periods set by us across the Business Day.

#### Annual Allowance

An annual limit on the value of pension contributions made on your behalf and pension benefits accruing for you set by HMRC. If you exceed this limit in any tax year you will be taxed on the excess at your marginal rate.

#### Annuity

A type of retirement income product that provides you with a regular payment, usually for life.

#### Applicable Laws

Any law or regulation in force or applicable to the UK including any Court Order, that is relevant in the context of the subject or topic being discussed.

#### Assets

Means Mutual Funds.

#### “At best” Basis

The ability to buy Assets at the best price currently available in the market.

#### BACS

Payment Schemes Limited (BACS), formerly known as Bankers' Automated Clearing Services, is the organisation with responsibility for the schemes behind the clearing and settlement of UK automated payment methods.

#### Business Day

A day in which (UK) Financial markets are open for trading.

#### Cash

Means Cash held within your Account, and the pot we will deduct charges from.

#### Cash Transfer

The process of moving money to or from a Ready-Made Pension Account as a Cash value and not a movement of Assets.

#### Charges

Means Charges, and any other applicable Charges that may be incurred from time to time.

#### Charges Information Document

Means the document that can be found in your Document Library and which details the Charges applied to your Account agreed between you and us, as may be amended from time to time.

#### Customer

Means you as the holder of an Account.

#### Client Money Rules

Means CASS 7 rules which form part of the FCA Rules.

#### Confirmation Schedule

Means the schedule we send you which contains your Account information, which confirms we have accepted the application to open an Account with us.

#### Contractual Settlement

Means the expected date on which the buyer and the seller of an Asset agree to deliver cash in exchange for the Asset.

#### CREST Account

The account we hold on the Certificateless Registry for Electronic Share Transfer (CREST) in the name of Embark Investment Services Nominee Limited.

#### Custodian

Means custodial financial institution regulated by the FCA or comparable regulatory authority that holds customer Assets and Cash for safekeeping to minimise the risk of their loss to you. This can be in either electronic or physical form.

### Custody Rules

Means CASS 6 rules which form part of the FCA Client Asset Rules.

### Data Protection Legislation

Means the Data Protection Act 2018 as amended, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and any code of practice or guidance published by the UK Information Commissioner's Office.

### Disinvestment Strategy

These are the rules and processes that are put in place by us that allow us to raise Cash in line with section 1.13.

### Dividend

A distribution of profits made by a company to its shareholders, usually half-yearly.

### Drawdown Pension

Means a pension providing Income Withdrawal in retirement, for example in the form of Flexi-Access Drawdown or an Uncrystallised Funds Pension Lump Sum.

### Document Library

A secure area in your online Account where you can access certain documents and communications, we may send to you.

### Expression of Wishes Form

Means the form you complete as a Personal Pension Account holder expressing to the trustees of the Personal Pension who you wish the trustees to pay death benefits to on your death.

### Faster Payment

A UK banking initiative to reduce payment times between different bank customer accounts to typically a few hours.

### FCA or Financial Conduct Authority

The FCA is responsible for regulating the standards of conduct in retail and wholesale financial markets, and for supervising the infrastructure that supports those markets in the UK.

### FCA Rules

Mean the rules contained in the FCA Handbook published by the FCA which sets out the rules and guidance which FCA regulated businesses must follow.

### Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme is an independent body, established under the Financial Services and Markets Act 2000 as the UK's statutory compensation fund of last resort, for customers of Financial Services Firms authorised by the FCA.

### Flexi-Access Drawdown

Allows you to use your pension pot to provide a retirement income whereby your Assets remain invested and your income comes from your invested funds or cashing in some Assets as needed.

### Fund Manager

The management company that creates and manages Mutual Funds.

### Identity Verification Check

Is a system used by us to verify the identity of Clients.

### Instructions

Means all Instructions received from you, relating to an Account, that are not Trade Instructions.

### Investment

Means an Asset or Cash held or to be held in your Account.

### Investor Number

Means the Client identification number that is issued by us and stated on the Confirmation Schedule and which is specific to you.

### Key Features Document

A Key Features Document is a document which financial companies must provide you when you buy certain regulated products such as a Ready-Made Pension. It sets out the risks and benefits to you of purchasing or investing in the Product, as well as important information on how it works.

### Lien

A right to keep possession of Assets belonging to you until any Charges or other amounts owing by you have been paid.

### Mid-Price Basis

The average price between the best offer price of the sellers of the Asset and the best bid price of the buyers of the Asset based on information provided to us by trusted Third Parties.

### Money Purchase Annual Allowance

A reduced Annual Allowance for tax relief on defined contribution pension savings that applies if you have taken money out of any pension pot for example, as an Uncrystallised Funds Pension Lump Sum, or once you have started taking income from Flexi-Access Drawdown or a flexible Annuity (the income from which could rise or fall).

### Online Services

The Services we provide you with the ability to view Account information securely online, such as current values, Asset holdings and personal details.

### Open Market Option

Allows someone approaching retirement to 'shop around' for several options to convert their pension pot or savings into a source of income, rather than simply taking the default option offered by their pension provider.

### Pension Commencement Lump Sum

An amount of Cash set by law that you can take at retirement free of tax. It's usually up to a quarter of your pension fund.

### Pensions Relief At Source

A way of giving basic rate tax relief on contributions a member makes to their pension scheme.

### Pension Trust

Means a pension trust scheme that is registered under Part 4 of the Finance Act 2004 and provided by a Third Party pension provider that is authorised and regulated to do so by the FCA.

### Pooled Account

A bank account in which Cash deposits for all Ready-Made Investments Account holders are received and held as part of a 'pool'.

### Power of Attorney

Means a written document, acceptable to us, which grants a person the legal authority to act for another person in specified or all legal or financial matters.

### Product

Means Ready-Made Pension.

### Professional Trustee

Means the corporate trustee of a Pension Scheme.

### Qualifying Recognised Overseas Pension Scheme

A Qualifying Recognised Overseas Pension Scheme is an overseas pension Scheme that meets certain requirements set by HMRC and can receive transfers of UK pension benefits without incurring an Unauthorised Payment and Scheme Sanction Charge.

### Retail Client

A person receiving regulated Services and who is not a Professional Client or Eligible Counterparty determined in line with COBS 3 of the FCA Rules.

### Scheme Sanction Charge

A tax charge levied on registered pension schemes that make Unauthorised Payments or other Scheme chargeable payments.

### Settlement

Means the point at which an Asset is delivered to the buyer by the seller, and the buyer delivers the purchase value to the seller. This can happen in one of two ways: (a) Actual Settlement; or (b) Contractual Settlement.

### Services

Means the services provided by us.

### Terms & Conditions

Has the meaning given in section 1.1.

### Terms of Use

The rules that apply to your use of our technology and/or Services and that form an integral part of our online Service and our Terms & Conditions.

### Trading Terms

The rules a Fund Manager applies to Mutual Funds or the rules applied by a relevant stock exchange.

### Trusted Third Party

A third party we have entered into an agreement with (which, if applicable, complies with FCA outsourcing rules) for the provision of Services or information from that third party to us or us to that third party or to customers either together or individually.

### Unauthorised Payment

Payments from an Embark Personal Pension that are not defined as authorised payments under the Finance Act 2004.

### Uncrystallised Funds Pension Lump Sum

A type of withdrawal from a portion of a pension pot that has not already been designated to provide Flexi-Access Drawdown. For each withdrawal the first 25% (quarter) will be tax-free and the remaining portion will be taxed at your appropriate tax rate.

# B

## APPENDIX B

### Order Execution Policy Summary

This Order Execution Policy applies to all Trade Instructions we receive from you and carry out on your behalf.

Order Execution Considerations:

We will use the price available as the primary measure for achieving best execution in respect of a Trade Instruction. Other factors include:

- our ability to Trade on the venue using automated execution technology;
- the nature of the stock and its liquidity;
- speed of completion;
- the likelihood of successfully carrying out your Instruction; and
- costs incurred to you from trading on the venue.

In deciding on how much importance we should attach to the factors mentioned above we also have to consider:

- the fact you are a retail customer for the purposes of the FCA Client categorisation rules;
- the size of the order, its impact on the market; and
- the characteristics of the Assets to which your Instruction relates.

We will use our own commercial experience and judgement in determining the relative importance of these factors, and in general, we will regard price as the most important of these factors for obtaining the best possible result. However, we recognise that there may from time to time be circumstances for some customers, particular instruments, or markets where other factors may be deemed to have higher priority.

### Choosing A Venue And Executing Orders

The factors we consider when deciding on the execution venue include:

- general prices available;
- depth of liquidity;
- conditions in the market;
- speed of carrying out Instructions;
- cost of carrying out Instructions;
- the credit worthiness of the counter parties on the venue or the central counterparty; and
- quality and cost of clearing and settlement.

**Note:** In some markets our choice of venue may be limited because of the nature of our Instruction.

### Venues For Particular Investments

We have set out below our current venues, which we most regularly use to carry out your Trade Instructions and which we believe provide the best prospects for getting you the best deal.

For Mutual Funds for example collective investment schemes (for example unit trusts or open-ended investment companies), we engage a Trusted Third-Party provider who deals directly with the Fund Manager.

For Exchange-Traded Instruments (ETIs) for example shares (with the exception of venture capital trusts) fixed income securities, and exchange traded commodities (if they can be held on CREST/ Euroclear) we will use a number of venues that we believe best allow us to meet our responsibilities under our Order Execution Policy.

We currently (but not exclusively) use Winterflood Securities Limited. When we carry out your Trade Instruction using Winterflood Securities Limited or another market maker, we buy or sell Investments from or to them, rather than using a regulated market or a multilateral trading system. We may also send your orders to a reputable Stockbroker Partner.

Finally, in choosing a venue we will also consider whether the ETIs can be held within CREST. If the Investment cannot be held in CREST, we will not proceed with the Trade Instruction.

### Monitoring And Reviewing The Policy

On an annual basis we will monitor the effectiveness of our order execution arrangements and the Order Execution Policy.

If we receive specific Trade Instructions to buy or sell investments in a particular way or at a particular price, then this Order Execution Policy does not apply to such Trade Instructions.

We will let you know about any significant changes to our execution arrangements or the Order Execution Policy.





The Ready-Made Pension is provided by Embark Investment Services Limited, a wholly owned subsidiary of Embark Group Limited. Embark Investment Services Limited is incorporated in England and Wales (company number 09955930) with its registered Office at 100 Cannon Street, London, EC4N 6EU. Embark Investment Services Limited is authorised and regulated by the Financial Conduct Authority (Reg No 737356).