



Key Features of the Flexible Pension Scheme administered by Dentons Pension Management Limited

This *Key Features Document* provides you with the main points about the Flexible Pension Scheme ('the Scheme') and it should be read in conjunction with the *Terms and Conditions of Business*, the *Schedule of Services* and the *Scheme Brochure*, all of which have been provided to you. You need to understand how the Scheme operates and what the risks are. Please read these documents carefully and keep them with other documentation relating to the Scheme.

Its aims

- To build up a sum of money in a tax-efficient way, which will provide you with a pension for life when you choose to retire.
- To build up a sum of money to give benefits to your dependants when you die, either before or after you retire.
- To give you the option of taking a tax-free lump sum, but with a reduction in the pension payments that will be made.
- To give you the flexibility you need if your circumstances change in the future.

Your commitment

- To make at least one payment either as a contribution or a transfer from another registered pension scheme into the Scheme.
- To let the Scheme accumulate until you decide to start drawing a pension.
- To keep us informed if your circumstances change.

Risk Factors

The level of benefits you will receive at your selected retirement date is not guaranteed. The value of the Scheme and the pension available when you retire may be lower than illustrated. This could happen for a number of reasons, for example:

- **You stop making payments into the Scheme or take a payment break**
- **The investment performance is lower than anticipated**
- **Interest rates when you retire are lower than anticipated**
- **You start taking your pension earlier than your chosen retirement date**
- **Tax rules change**
- **Our charges increase in the future**
- **You transfer the Scheme to another company.**

You have the opportunity to invest in a diverse range of assets from a discretionary portfolio of stock exchange securities, commercial property, unitised funds, etc. The value of these investments can fluctuate and may fall as well as rise. Not all investments (for example, property) are readily realisable and this should be taken into consideration when planning your retirement.

If you start the Scheme with a single payment and then cancel within 30 days, you may get back less than you paid in if the value of your investment has fallen in the meantime.

If you transfer in benefits from another pension scheme, there is no guarantee that your total pension will be more than if you had stayed in your previous scheme.

Questions & Answers

What is the Flexible Pension Scheme?

The Scheme administered by Dentons Pension Management Limited is a vehicle that lets you save for your retirement in a tax-efficient way. You will be a trustee of the Scheme together with our associated Trustee Company. This approach provides you with a greater degree of control over the Scheme and in the investment selection process.

Is this a stakeholder pension?

No, the Scheme isn't a Stakeholder Pension Plan.

How flexible is it?

The Scheme is designed to provide you with total investment flexibility. Dentons will consider all investments permitted by H M Revenue & Customs (HMRC), with the exception of individual unquoted equities for overseas companies.

The payments into the Scheme may be regular or one-off, whichever fits within your own requirements. However, in order not to incur a tax charge, any payments must be within the levels set down by HMRC. You cannot cash in the Scheme early.

What might I get when I retire?

The final value of your interest in the Scheme will depend on a number of things, for example, how much is paid in, how long the payments are invested for, how well the investments perform and the charges taken from the Scheme.

Your pension will depend on the circumstances at the time you choose to convert your funds into a pension, for example, interest rates, your age and type of pension you choose.

Can I contract out of the State Second Pension (S2P)?

The Scheme has not been designed to contract out of the State Second Pension (S2P).

What choices will I have when I retire?

You will have a range of choices at retirement varying from converting all of your assets into cash and securing your benefits through an annuity with a life office to maintaining the Scheme in an actively invested environment and drawing pension through what is known as Unsecured Pension. You will also have the opportunity of taking up to a quarter of your interest in the Scheme as a tax free lump sum in exchange for a smaller level of taxable pension at retirement. The level of any benefits being drawn is subject to limits imposed by HMRC.

You can start taking a pension at any time from age 55, even if you're still working. You can start taking a pension before the age of 55 only if you suffer from severe ill health, or if HMRC has approved this for your particular employment. You can also take your pension in stages to suit your personal circumstances.

As an alternative to either the annuity purchase or Unsecured Pension you may, with the agreement of the Administrator, convert your interest in the Scheme to a Scheme Pension which will continue to be paid to you for the remainder of your life.

If you decide to opt for an Unsecured Pension and draw your income from the fund and reach age 75 you will still be able to receive an income through a separate facility known as an Alternatively Secured Pension.

How much can I pay in each year?

You can make regular payments on a monthly or annual basis and you can also make one-off payments at any time. If you have benefits in another pension scheme you may be able to transfer its value into this Scheme. Regular payments are usually made by Standing Order and single payments by cheque.

Tax relief will normally be available on any personal payments you make up to the greater of (currently) £3,600 a year or 100% of your earnings into your Scheme (inclusive of the tax relief) – but subject to a maximum Annual Allowance that is applied by HMRC to individual tax years (with these running from 6th April in one year to 5th April in the next). Until at least 6th April 2016, HMRC has set this Annual Allowances at £255,000. The rate of tax relief that might be applied to your contributions will be dependent upon your personal circumstances.

If you are employed, your employer is able to make additional contributions to your Scheme provided the combined amount does not exceed the Annual Allowance.

HMRC regulations currently stipulate a maximum Lifetime Allowance (set until at least 6th April 2016) of £1.80M. If the value of your pension plan exceeds this, there is the possibility of tax charges upon the excess dependent upon whether you are taking benefits or whether you should die before having taken benefits.

What about tax?

You will get tax relief on your payments, except for payments you transfer into the Scheme from another pension scheme which have already gained tax relief. You make your payments after basic rate tax has been deducted and we claim tax relief on your behalf at the basic rate from HMRC and invest it in to the Scheme.

If you are a higher rate tax payer you may be able to claim the extra relief through your tax return.

If you make personal payments in excess of the amount that qualifies for tax relief, these will be returned to you.

The Scheme grows free from direct tax on income and capital gains.

If you die before you start taking your pension, there is normally no Inheritance Tax payable on the value of your interest in the Scheme.

Any pension payable from the Scheme will be treated as earned income and will be taxable. You can elect to take up to a quarter of your pension fund as a tax-free lump sum when you retire, subject to HMRC limits.

Where are the payments invested?

The Scheme has been specifically designed to enable you to take direct control over the investment strategy. This allows you to invest directly in a range of investments, such as stocks and shares, commercial property, collective funds and bank/building society deposit accounts.

What are the charges?

Our ***Terms and Conditions of Business*** and the ***Schedule of Services*** show the standard administration charges and the possible additional administration charges. Additional charges will be on a time recorded basis and will reflect the time spent on the more complex issues such as the purchase of commercial property.

What happens if I die before I retire?

Up to the prevailing Lifetime Allowance, we will pay the value of your interest in the Scheme together with any life cover element as a lump sum subject to HMRC limits. Any amount in excess of the Lifetime Allowance can be used to provide either a pension for your spouse, civil partner or dependants or taken as a lump sum that will be subject to a tax charge that is currently 55%.

The Scheme is automatically written under trust and, upon your death, distribution of the benefits will be decided by the Scheme trustees who will take into account your circumstances at death and whether you had completed an Expression of Wish whereby you had nominated who you would like to be considered as a beneficiary.

Can I transfer my benefits?

You can transfer your benefits in the Scheme to another pension scheme at any time. If you decide to transfer your interest in the Scheme, we may take a charge from the Scheme, as set out in the ***Terms and Conditions of Business*** and the ***Schedule of Services***.

What are my Cancellation Rights?

You have the right to cancel your membership within 30 days of joining. This will be deemed to be 30 days after the date of your completed application.

During this cancellation period any funds held within the Scheme for your benefit will ordinarily be retained in the Scheme bank account, unless you specifically elect to waive your cancellation rights – in order, for example, to facilitate an urgent investment transaction.

Please note it is a requirement of the Financial Services Authority (FSA) that you cannot, under any circumstances, waive the Cancellation Rights in respect of any transfer from any other registered pension scheme.

To cancel your membership of the Scheme you must advise Dentons of your decision no later than 30 days after the date of your application. This notification can be made verbally but must be supported by a written instruction.

Dentons will repay any money you have paid into the Scheme, less any charges necessarily incurred up to the date of cancellation, in accordance with the *Schedule of Services*. If you have authorised investments other than Bank Deposits, the amount returned to you will be dependent upon the value of these investments.

How will I know how the Scheme is doing and how can I make changes to my funds?

We will provide you with a yearly statement to show you the value of your benefits in the Scheme together with an illustration of the projected value of your benefits at your Selected Retirement Date.

If you want to make extra payments or change investments, where appropriate, please contact your financial adviser.

If you have any other queries regarding your membership of the Scheme, our contact details are:

- ✉ Dentons Pension Management Limited
Linden House
Woodside Park
Catteshall Lane
Godalming
Surrey
GU7 1LG
- 📞 01483 521521 (Monday to Friday 8am – 5.30pm)
- 🌐 enquiries@dentonspensions.co.uk

Other information

How to complain

If you are not satisfied with any element of the services provided by us, you should write to the Compliance Officer at the above address and your letter will be dealt with according to our Complaints Procedure. A copy of this will be given to you when we acknowledge receipt of your letter. If you are not satisfied with our reply to your complaint, you can refer the matter to either the Pension Ombudsman or to The Financial Ombudsman Service – dependent upon the nature of your complaint.

Where your unresolved complaint concerns the administration of the Scheme, you should refer the matter to the Pensions Ombudsman, an independent body that will adjudicate upon your complaint between you and us. Contact details are:

The Pensions Ombudsman
11 Belgrave Road
London
SW1V 1RB

Tel: 020 7630 2200
Email: enquiries@pensions-ombudsman.org.uk

Where your unresolved complaint concerns the marketing of the Scheme, you should refer the matter to the Financial Ombudsman Service which provides consumers with a free and independent service for the resolution of disputes with organisations that are authorised and regulated by the FSA. Contact details are:

The Financial Ombudsman Service
South Quay Plaza II
183 Marsh Wall
London
E14 9SR.

Tel: 020 7964 0500
Email: complaint.info@financial-ombudsman.org.uk

A reference to either Ombudsman service will not affect your legal rights.

Compensation

Dentons Pension Management Ltd is covered by the Financial Services Compensation Scheme (FSCS). This means that if we become insolvent, and unable to meet our liabilities to you, you may be able to claim compensation. Further details are available on request from the FSCS. Their address and contact details are:

The Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London
E1 8BN

Tel: 020 7892 7300
Email: enquiries@fscs.org.uk

Terms and Conditions

This **Key Features Document** provides a summary of the Scheme but does not include all definitions, exclusions, terms and conditions. For additional detail concerning the Scheme, you should refer to the **Terms and Conditions of Business**, the **Schedule of Services** and the **Scheme Brochure**. A copy of the Rules of the Scheme will be made available upon request. Terms and Conditions and all communication will be supplied in English.

We have the right to review the **Terms and Conditions of Business** and the **Schedule of Services** (including making changes to our charges). We will give you six months notice of such changes to enable you to make alternative arrangements should you not wish to continue with your Scheme in its revised form..

Circumstances might arise where it is not possible to comply with the terms and conditions, for example, due to a change in legislation. We will tell you if this happens and will be as reasonable as possible in the circumstances.

Dentons Pension Management Limited

Terms and Conditions of Business

1. Your acceptance of these Terms & Conditions of Business (which may be varied from time to time) is deemed to be effective immediately following their receipt by you unless, and within 7 days of receipt, we are notified otherwise.
2. Dentons Pension Management Limited (DPM) is Authorised and regulated by the Financial Services Authority (FSA). Details of this authorisation can be viewed in the FSA Register (www.fsa.gov.uk/register), quoting the Reference Number – 461094.
3. Your objectives are understood to be that you wish to facilitate retirement planning by way of a Flexible Pension Scheme (“the Scheme”) with you being deemed to be a Private Customer, in accordance with the provisions of the FSA. DPM will not normally provide you with advice concerning the suitability or otherwise of the Scheme in relation to your own circumstances. Also, ordinarily, advice will not be provided in relation to whether an intended Scheme Investment is appropriate or suitable for your own circumstances excepting that DPM will inform you should any such Investment be considered not to be in accordance with HMRC regulations and requirements. In the event you consider that such advice is required, you should seek this from a competent and authorised intermediary prior to entering into any commitment to establish the Scheme or to implement a particular investment.
4. The Services to be provided by DPM, together with details of specific charges and the basis for non-specific time-costed charges, are an integral part of these Terms and Conditions of Business and are detailed and explained later in this document.
5. DPM will not act as Investment Manager for the assets held within the Scheme. The responsibility for acting as such rests with you or any nominated (and authorised) representative you might wish to appoint. In its capacity as the Administrator of the Scheme, DPM will account to you and/or any nominated Investment Manager for any transactions notified to the firm.
6. You have the right to cancel your Flexible Pension Scheme within 30 days of the Scheme’s inception. Such a cancellation must be made within 30 days of your receipt of the formal Scheme Cancellation Notice
7. DPM will repay any money you have paid into the Scheme, less any charges incurred in accordance with the Schedule of Services, up to the date of cancellation. During this cancellation period any funds held within the Scheme will be retained in the Scheme bank account, unless you specifically elect to waive your cancellation rights – in order, for example, to facilitate an urgent investment transaction. If, exceptionally, you have authorised investments other than in a Bank deposit account, the amount returned to you will be dependent upon the settlement value of these investments.
8. **Please note it is an FSA requirement that you cannot under any circumstances waive the Cancellation Rights in respect of any transfer from any other registered pension scheme.**
9. DPM warrants that it does not receive interest on Bank Deposits held within the default Scheme bank account. Where commissions are received from investment providers, these will be declared to you upon commencement of the particular investment.
10. Should you decide to terminate the Scheme, we will make our best endeavours to assist in the orderly transfer of your pension assets to another provider and adviser and we would seek prompt settlement of any outstanding fees in return. We would charge for the work involved in the transfer, being additional administration, as described in Para 4 of the *Schedule of Services*.
11. Notwithstanding anything else contained within these *Terms and Conditions of Business*, neither of the parties shall be liable for failure to perform any function or service where the failure is due to any event outside its reasonable control including, without limitation, fire, flood, strikes or other labour disputes (other than those relating to either parties or employees and sub-contractors) war, riot, act of god, insurrection, civil disturbances or acts of Government. Subject to the party concerned promptly notifying the other party in writing of the reasons for the delay and its likely duration, their obligations shall be suspended for the period that the circumstances persist.
12. We are registered under the Data Protection Act 1998. Often we will fulfil the roles of a data processor and a data controller as defined under the Act. We will not disclose your records to a third party without your consent (other than as required to comply with any statutory or regulatory obligation). You may examine your records, should you wish. In addition, we will meet the following requirements:

- To have appropriate processes and procedures in place to safeguard personal data against loss, damage, destruction, theft or unauthorised access, use or disclosure.
- To process personal data only in accordance with instructions from the trustees, except where personal data is being processed for the purposes of administering the Scheme.
- To make sure that only appropriate members of staff have access to the personal data.
- To provide the trustees, should they so request in their role as data controllers, details of any policies, procedure or other information relevant to evidence compliance with the requirements of the Data Protection Act 1998.
- To make sure that all data processed will be in accordance with the obligations imposed on data controllers by the Act.

13. We want you to be confident that the Scheme is the most appropriate method of retirement savings for you. Please take time to reflect upon your decision and return the Establishment Documents, duly signed, only when you are certain you wish to proceed. We will not establish the Scheme until we have received the signed Documents.

Dentons Pension Management Limited

Schedule of Services

1. Services for the Scheme are provided through DPM. It is a requirement that the Scheme has a minimum of two Trustees – with you, as the Scheme Holder, being one of these and our associated Trustee Company, operating in its capacity as a non-trading company, being the other. The role of the Trustees is to safeguard the assets of the Scheme, keeping these separate from the assets of DPM. As Scheme Administrator, DPM reserves the right to unwind any transaction which might otherwise, in their opinion, result in a tax charge being imposed on the Scheme.

Establishment

2. DPM will provide all the necessary documentation to establish the Scheme and will set up the Scheme's default bank account. If necessary, a meeting will be held with you to answer any final questions you may have about the Scheme and help you complete the establishment paperwork. When the Scheme is finalised, you will be sent a folder containing all the completed documentation.

Standard Administration

3. DPM will provide the following ongoing administration services as standard:

- Setting up and maintaining the database records.
- Receiving, paying and recording of contributions into the Scheme.
- Reclamation of tax relief on contributions to the Scheme.
- Ongoing liaison with investment managers, including the recording and passing on to them of your investment instructions, and the recording and passing on to you of contract notes and other investment documentation received from them.
- Arranging for cheques in settlement of investments and other purposes to be forwarded to and signed by the relevant authorised signatories.
- Monitoring the Scheme's default bank account together with any additional bank accounts and checking bank statements.

Please note that, for administrative convenience, we will hold the cheque book, although you will be required to countersign all cheques. It is essential that all receipts and payments of cash, and all investment transactions are channelled through the Scheme's default bank account, so that the Scheme's investments can be monitored and reconciled and a financial statement produced each year. It is your responsibility to also monitor the transactions within your Scheme, particularly those carried out by 3rd party investment providers and DPM should be notified immediately of any error.

- Obtaining and checking periodic portfolio valuations from investment managers.
- Arranging for the production of an annual statement.
- Arranging for and production of an annual Statutory Money Purchase Illustration.
- Ongoing monitoring of the requirements of HMRC and those of any other relevant body, including updating of documentation, to ensure the continued compliance with all appropriate regulations. Please note that the Scheme is subject to HMRC rules and DPM reserves the right to veto any investments or actions which it believes may contravene those rules.
- Responding, as required, to the routine information reporting requirements (including periodic audits) regarding the Scheme as required by HMRC and other appropriate bodies.
- Updating of scheme documentation to ensure that the Plan continues to maintain HMRC approval.

Additional Administration:

4. DPM will provide the following additional administration services

- Liaising with administrators of any pre-existing pension arrangements transferred to the Scheme to ensure compliance with statutory and HMRC requirements.
- Receiving, paying and recording of any transfer payments into the Scheme from pre-existing pension arrangements.
- Calculation of retirement benefits together with reports and critical yield illustrations.

- Setting up pension payroll arrangements, including payment net of tax under PAYE and the accounting for tax to HMRC and its settlement.
- Calculation and production of documentation for benefit reviews.
- Reclaiming from HMRC any tax recoverable on investment income received by the Scheme.
- Liaising with other advisers and providers to ensure correct title in the purchase or sale of investments, within the Scheme.
- Arranging the provision of life assurance cover under the Scheme, if required.
- Amending the Scheme documentation to reflect changes in your circumstances.
- Providing such other services as may, in our opinion, be required from time to time to ensure the smooth running and continued approval of the Scheme by HMRC and any other relevant statutory body.
- VAT registration and quarterly returns, if required.
- Work in connection with any investigation of your Scheme by HMRC, the FSA or any other regulatory body.

Charges

5. Our charges for the services described above are as follows:

- For establishment of the Scheme, we will charge £950. If a meeting with you or your advisers is required other than at the establishment of the Scheme, there will be an additional fee, determined on a time-recorded basis plus disbursements.

Please note that the establishment fee will be deducted from the Scheme bank account as soon as the account receives funds, unless you agree another payment method with DPM.

For any subsequent new entrants there will be a one off joining fee of £300 per member.

- For our standard administration services, we will charge £512 per annum. Where the Plan includes an element of protected rights in addition to non protected rights the fee will be £687 per annum. These fees will be increased on 1st November each year in light of changes in the National Average Earnings Index (“NAE”) or the Retail Prices Index (“RPI”), whichever is the greater. If it becomes necessary to increase our fees for these services substantially above NAE or RPI, we will give you six months’ notice before any such larger increase is introduced.
- For our additional administration services, we will charge on a time-recorded basis. The charging rate for each member of DPM’s staff reflects their skill and ability. The current hourly rates are £197.50 for Consultants and £88.50 for Administrators. We will always endeavour to ensure the staff member best suited for the cost-effective operation of the Scheme carries out any required work. Annual fees for these services will depend entirely upon the work DPM is required to undertake to ensure the smooth running of the Scheme.

Fees for administrative services will be billed to the Scheme, half yearly in arrears and will be deducted from the Scheme bank account.

Please note that all fees are subject to VAT.

Actuarial Advice

6. In the event that DPM provides you with actuarial advice, you should note that such advice is not within the parameters of regulation by the FSA.

Input Period

7. Unless otherwise agreed between us and recorded in writing, the end of the first Pension Input Period of the Scheme will be on 5th April following the establishment of the Scheme.

Actuarial & Pension Consultants
Linden House, Woodside Park, Catteshall Lane, Godalming, Surrey, GU7 1LG
Tel: 01483 521521 Fax: 01483 521515 E-Mail: enquiries@dentonspensions.co.uk www.dentonspensions.co.uk
The following companies, all of which are Registered in England, and with their Registered Offices being as above, comprise the Dentons Group:
Dentons Pension Management Ltd (Reg No 2352951); Denton & Co Trustees Ltd (Reg No 1939029);
NTS Trustees Ltd (Reg No 1407848) and Dentons Investment Services Ltd (Reg No 3955927)
Dentons Pension Management Ltd and Dentons Investment Services Ltd are both Authorised and Regulated by the Financial Services Authority