







Terms and Conditions

Aberdeen SIPP



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1. Your terms





This **plan** is offered to **you** by Aberdeen Platform Limited, a **member** of the **Aberdeen Group**.

The words in bold type in this document are defined terms. You will find a glossary of the defined terms in the annex of this document. They are part of these **terms** so please take care to read them carefully. Words which we define in the singular form will also include the plural and words which we define in the plural will also include the singular.

This document sets out the Terms and Conditions for your Aberdeen SIPP which govern our relationship with you (these 'terms'). You should read these terms with the client terms and conditions for wrap services and your product confirmation schedule. These terms together with the client terms and conditions for wrap services and the product confirmation schedule form the full terms and conditions of your Aberdeen SIPP.

Before applying for an **Aberdeen SIPP you** should also consider carefully the following documents:

- the key features document for the Aberdeen SIPP; and
- the charging schedule.

In case of conflict between these **terms** and the **client terms** and **conditions** for wrap services, the provisions relevant to your **Aberdeen SIPP** contained in these **terms** will take precedence over the **client terms** and **conditions** for wrap services.

Aberdeen Platform Limited is the scheme administrator and we carry out the administration and management of the scheme which is a registered pension scheme under the Finance Act 2004. These terms are between you and Aberdeen Platform Limited, acting in its role as scheme administrator.

The **Aberdeen SIPP** is a self-invested personal pension made available to **you** via the **wrap platform**. Aberdeen Platform Limited is also the provider of the **wrap platform**. **You** should refer to the **client terms and conditions for wrap services** for more information.

Where **we** refer to "**we**" or "us" throughout these **terms**, **we** mean Aberdeen Platform Limited acting in its role as **scheme administrator** unless stated otherwise.

We, acting as wrap platform provider, will provide you and your financial adviser with certain wrap platform services in relation to your Aberdeen SIPP. The wrap platform allows your financial adviser to administer your Aberdeen SIPP and to submit instructions, for example to switch and/ or buy or sell investments. If agreed with your financial adviser, we may also give you view-only access to the wrap platform. Where we make our separate investment management functionality available, the discretionary investment manager will also be able to submit instructions via the wrap platform. The client terms and conditions for wrap services form your contractual relationship with us in respect of your use of the wrap platform and, together with these terms, govern the provision and administration of your Aberdeen SIPP.

The **Aberdeen SIPP** is designed to provide a flexible and tax efficient way for **you** to save for your retirement.

The plan is accessed through the wrap platform. Only a financial adviser or a discretionary investment manager who has agreed to the adviser terms and conditions can transact via the wrap platform. This means that to manage your investments in the plan you must have appointed a financial adviser and must have an on-going relationship with such a financial adviser. You can also appoint a discretionary investment manager if you wish to do so.

The contact details for the client engagement hub are:

Call: **0345 279 1001** (call charges may vary) Write: Aberdeen Client Servicing Sunderland SR43 4EE

 ${\it Email:} \textbf{aberdeen_sipp@aberdeenplc.com}$

There is no guarantee that any email sent will be received or will not have been tampered with or intercepted during transmission. **You** may prefer to contact the **client engagement hub** in writing.

2. Structure of your plan



2.1

If we accept your application for an Aberdeen SIPP, you will become a member of the Aberdeen Self Invested Personal Pension Scheme (the scheme). The scheme was set up under a trust dated 3rd and 9th May 2023 and made by Standard Life Assurance Limited with abrdn Trustee Company Limited as the first (and current) trustee and Standard Life Assurance Limited as the first scheme administrator. We, Aberdeen Platform Limited, are the current scheme administrator. Aberdeen Platform Limited is authorised and regulated by the FCA.

We will categorise you as a retail client for the purposes of the FCA rules. For more information on the regulatory protection offered to retail clients, please speak to your financial adviser.

2.2

The cash and investments in your **Aberdeen SIPP** will be held in a single **plan**. Each time **you** ask us to start paying **benefits** from your **plan**, **we** will apply a **pension date** to it. The part of your **plan we** apply a **pension date** to and which is designated for income drawdown becomes part of your **drawdown pot**. Any part of your **plan** to which a pension date hasn't been applied remains part of your **savings pot**.

2.3

Your **financial adviser** can apply different investment instructions to each single or regular contribution or **transfer payment** into your **plan**. However, if your **financial adviser** wishes to apply investment instructions to your holdings within your **Aberdeen SIPP**, these will be applied across both your **savings pot** and your **drawdown pot**.

2.4

We group together all investments in your Aberdeen SIPP (including your holding in the SIPP cash account). Your financial adviser can tell us what proportion of the investments you want to hold in the pension investment mix. However, you can't ask for a separate investment mix for your savings pot and your drawdown pot.

2.5

If your whole plan is a savings pot, your whole plan belongs to a single arrangement. Any drawdown pot created from your savings pot also belongs to the same arrangement. Each drawdown transfer payment will be applied to its own arrangement or series of arrangements. Separate arrangements will apply to capped drawdown and flexible drawdown. You may have multiple plans depending on your circumstances, for example, if you have a disqualifying pension credit (see section 9.7 for more information on disqualifying pension credits).

2.6

If we receive a transfer payment that represents a drawdown pension fund, we will create the same number of arrangements to accept that drawdown pension fund as applied under the transferring pension scheme.

3. Eligibility



3.1

You are eligible to join the scheme if:

- a. you are aged 18 or over;
- b. you have a financial adviser;
- c. you are a UK resident; and
- d. you are not a U.S. person.

3.2

If you want to open an Aberdeen SIPP, your financial adviser must send us an application via the wrap platform on your behalf.

3.3

Your Aberdeen SIPP will only be opened when:

- a. you have accepted these terms (which is done when your financial adviser sends us an application via the wrap platform on your behalf); and
- b. we have accepted your application.

3.4

If we accept your application, we will send you and/or your financial adviser a product confirmation schedule confirming the details on your application and requiring you to confirm your agreement to these terms.

3.5

Subject to the **FCA** rules, we have full discretion to accept or not to accept an application so we reserve the right to reject your application and we don't need to give you any reason for doing so.

3.6

Once we have accepted your application, we will open an Aberdeen SIPP in your name and administer it in accordance with these terms. Your Aberdeen SIPP will have an account reference number. Please ensure that you and your financial adviser include this number in all communications with us.

3.7

We won't advise you about the suitability of any investment that you may decide to hold in your Aberdeen SIPP, nor will we be responsible for any advice given to you by your financial adviser.

3.8

If your financial adviser no longer acts for you (for any reason), or you have appointed a new financial adviser who does not have access to the wrap platform, you will need to contact us by telephone or write to us to transact on your wrap account. You can find our contact details in section 1 of these terms. The full details of our procedure for you to follow to operate your wrap account, during any period when you do not have a financial adviser, are set out in the client terms and conditions for wrap services.

3.9

As explained in the client terms and conditions for wrap services, you confirm you have appointed your financial adviser as your agent and you authorise us to accept any instructions from your financial adviser in relation to your Aberdeen SIPP. We have authorised your financial adviser to submit dealing instructions directly to the wrap platform.

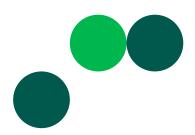
3.10

Subject to any of our duties or liabilities under FSMA and the other provisions of these **terms**, **we** shall only be liable to **you** for any loss or damage **you** may suffer as a direct result of any services which **we** provide to **you** to the extent that such loss or damage arises as a result of fraud, negligence or wilful default by **us**.

3.11

We will close your Aberdeen SIPP if you no longer have any holdings in your Aberdeen SIPP, for example following a full transfer out or after your death benefits have been distributed to your beneficiaries. If we receive any payments into your Aberdeen SIPP after the closure and which we are permitted to accept under the scheme rules, we will treat such payments in accordance with HMRC and FCA rules. This may include transferring such payments to you or your beneficiaries directly. If income tax is applied to the payments, you or your beneficiaries may be able to reclaim this from HMRC. We will not apply any interest on payments we receive after the closure of your Aberdeen SIPP.

4. Payments



4.1

We can accept tax relievable payments to the **scheme** up until the day which is 10 days before your 75th birthday. Please see sections 4.18 to 4.21 which explain which payments qualify for tax relief. We can also accept non-relievable payments, employer payments and **transfer payments** after your 75th birthday.

You must let **us** know if **you** have **flexibly accessed** your **benefits** with another pension provider and received a notification of the type described in section 4.21.

Before we can accept a transfer payment, we require certain information from the transferring scheme, such as, for example, information relating to your maximum income or regular review date relevant for capped income drawdown. If we don't receive complete and accurate information, we won't be able to accept the transfer payment and we will return to the transferring scheme any money or assets that we have already received for that transfer payment. We will notify your financial adviser if we do this. The money and assets that are being transferred can be used for investment once the transfer is fully completed.

Before deciding to make a **transfer payment** into this **scheme you** should consider whether any guarantees in the **transferring scheme** are important to **you**. Any guarantees in the **transferring scheme** will be lost on transfer. Your cancellation rights are described in section 16.6.

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We won't accept:

- a. any payments to buy an **annuity** immediately; or
- b. contributions in the form of shares from a savingsrelated share option scheme or a share incentive plan.

We may not be able to accept a transfer payment into the scheme if it is subject to an earmarking order. If you are considering a transfer payment that involves an earmarking order, please discuss this with your financial adviser.

Maximum and minimum payments

4.3

HMRC don't set any limits on the payments that can be made to the **scheme** in a **tax year**. However, **HMRC** do limit the level of your payments on which **we** can claim basicrate tax relief on your behalf (as explained in section 4.18).

4.4

We set a minimum **transfer payment**, a minimum single payment, a minimum regular monthly payment and a minimum regular yearly payment that **we** will accept. At the date of publication these minimums are:

- a. Single payment to set up a plan: £3,600
- b. Monthly regular payment to set up a **plan**: £300 a month
- c. Yearly regular payment to set up a plan: £3,600.

Where more than one **transfer payment** is being made at the same time, the minimum applies to the total of all those **transfer payments**. Lower minimums apply to larger **plans**. You can find out the current minimums that apply to larger **plans** by contacting your **financial adviser**.

We don't currently set a minimum for any single payment if your plan has already received a payment and there is no minimum amount for any additional single or transfer payment into a plan.

We may change the minimums from time to time, if it is necessary for us to do so to maintain our profitability. You can find out the current minimums that apply by contacting your financial adviser.

How and when payments can be made

4.5

Transfer payments to the **scheme** can be made by Faster Payments, CHAPS, one off BACS (Direct Credit), telegraphic transfer (overseas) or cheque on any **business day**. **We** cannot accept cheques for **transfer payments** from overseas pension schemes.

4.6

Single payments from **you**, your employer or another third party acting on your behalf can be made by Faster Payments, CHAPS, one off BACS (Direct Credit) or cheque. **You** can also make payments via the **wrap cash account**. Single payments can be paid on any **business day**.

You, your employer and/or another third party acting on your behalf can make regular payments by variable direct debit. Regular payments can be made monthly, quarterly, half yearly or yearly. **You**, your employer or the third party acting on your behalf can, at any time, increase, reduce or stop making regular payments. **We** can refuse to accept any regular payment that's below a minimum set by us (as explained in section 4.4).

4.8

If a cheque or direct debit is rejected after we have used it to buy investments and we have not received cleared funds within 5 business days of notifying your financial adviser of this, we will sell those investments or exercise any right to cancel their purchase. You will be charged any reasonably incurred costs or expenses we incur in doing so. If the value we receive for selling or cancelling the purchase of an investment is less than the price we paid for it, we will deduct the difference from your holding in the SIPP cash account. If there is not enough money in your holding in the SIPP cash account, we will collect the required amount in the way described in section 6.6.

4.9

We can decide that we will not accept any further payments to your plan, provided we have reasonable cause to do so and we notify you of our reasons. If we decide to do so under this section you will be able to transfer your plan during the 3 months' period starting on the date of the notification but we will still deduct any transfer charge. We will still pass on to you any transfer fee or exit fee imposed on us by managers of mutual funds and any transaction charge (as explained in section 8.8).

Indexation

4.10

Where regular payments are being paid, you can ask for them to increase automatically each year by a fixed percentage (1 to 10%) or in line with the index of average weekly earnings. The same basis must apply to all regular payments made by you, your employer or another third party on your behalf. We will agree to your request unless we have reasonable cause not to, in which case we will inform your financial adviser of our reasons. If we agree, the regular payment will increase each year on the indexation date which is the day chosen by you or, if you haven't chosen a day, the anniversary of the day on which the first regular payment was made.

4.11

Each year, before the indexation date, we will tell your financial adviser what the new level of regular payment will be from the indexation date. Unless your financial adviser tells us to collect a different amount, we will then collect that new level of regular payment until the following indexation date. We will add the increase to your holding in the SIPP cash account unless your financial adviser gives us other instructions.

4.12

If you choose to have indexation in line with the index of average weekly earnings, we will work out the increase by using the figure in the index for the month that is 4 months before the increase is due. We will not, however, change your regular payment if the index goes down. If the Government changes the index, we will use another basis which will give similar increases.

4.13

You can ask for the regular payment to stop increasing automatically, by contacting your **financial adviser**.

How tax relief on payments works

4.14

There is no tax relief on **transfer payments** into your **plan**.

4.15

If your employer makes a payment to your **plan**, they can normally treat the payment as a business expense or use it to reduce assessable profits. **You** will not be taxed on the benefit to **you** of your employer's payments as long as **you** do not exceed your **annual allowance** (see section 4.21).

4.16

If you, or a third party on your behalf, want to make a payment to your plan, basic-rate tax relief on that payment is provided 'at source' (tax-relief is only provided on payments that do not exceed HMRC limits as described in section 4.3 and that are made by you or a third party at least 10 days before your 75th birthday). This means that you, or the third party on your behalf, should deduct an amount equal to basic-rate tax from that payment to calculate the 'net' payment that you need to give us.

We will 'gross-up' the amount that we receive (which means that we will treat it as if it had been paid without the tax deduction) and claim the basic-rate tax relief from HMRC.

The basic rate for these purposes will be the rate that applies to the **member**, whether they pay tax in Scotland, Wales or the rest of the **UK**.

So if the basic rate of income tax for the **tax year** is 20% and **you** want the grossed-up payment to be £5,000, the amount **you** need to pay to us is: (100% - 20% = 80%) of £5,000 which is £4,000.

If **you** pay tax at a higher rate, **you** can contact **HMRC** to claim any additional tax relief on your payment.

If **you** sacrifice salary in exchange for an employer payment to your **plan**, section 4.16 doesn't apply to that payment.

HMRC limits

You will be able to benefit from basic-rate tax relief on your annual contribution to your **plan** subject to the conditions explained in sections 4.16 and 4.18 to 4.20. For more information, please see our 'Guide to pensions tax relief and limits' (ADV446).

Tax relief on your contribution

4.18

In any tax year in which you are a relevant UK individual, HMRC will give tax relief on your payments to your pension schemes up to the higher of:

- a. the basic amount regardless of your earnings; and
- b. 100% of your relevant UK earnings for that tax year.

These HMRC limits for tax relief apply to the total grossed-up payments (i.e. including the basic-rate tax relief received from HMRC, as explained in section 4.16) made by you or a third party to all your pension plans. Payments made by your employer don't count towards the HMRC limits for tax relief (but do count towards your annual allowance as explained in section 4.21).

4.19

If you stop being a UK resident and don't have any relevant UK earnings but you were a UK resident when you joined the scheme, you can continue paying up to the basic amount for the next five tax years following the tax year in which you leave the UK.

4.20

Where we are informed, with supporting evidence, that a contribution has been made to your plan that is higher than the **HMRC** limits described in sections 4.18 and 4.19, your financial adviser can ask us to bring your contribution within HMRC limits. We will use your holding in the SIPP cash account to pay a refund to you and to HMRC (where applicable) to do so. "Contribution" means a contribution made by you or by a third party but not your employer. You will be charged for our reasonable costs in paying the refunds. If you don't have enough cash in the SIPP cash account to repay HMRC (where applicable), repay yourself and pay our costs, we will sell the investments that were bought with the original contribution. If those investments are no longer available, we will notify your financial adviser to sell investments on your behalf to ensure you have sufficient cash to make these payments.

We can only accept a request to pay a refund to you if

- a. **you** are under the age of 75 when the payment was made:
- b. **you** were a **relevant UK individual** at the time of the payment;
- c. **you** ask us for a refund no later than the fourth **tax year** after the **tax year** in which the payment was made; and
- d. the refund does not cause **you** to exceed your excess contributions allowance.

We cannot generally return a payment to you if

- a. you were over the age of 75 at the time of the payment;
- b. the payment was made by your employer; or
- c. returning the money would mean that **you** exceed your excess contributions allowance.

Annual allowance

4.21

HMRC set an annual allowance on the total amount that you, your employer and any third party can pay to all your pension plans without a tax penalty. This standard allowance has been £60,000 for each tax year since 6 April 2023 but it may change in the future. If your total income and employer's pension contributions exceed £260,000 in a tax year starting on or after 6 April 2023, you may have an annual allowance of less than £60,000. Your annual allowance will be reduced by £1 for every £2 you receive over £260,000 in a tax year. Regardless of how much you receive, your annual allowance will not be reduced below £10,000. The tax penalty for exceeding the annual allowance is that you will pay income tax at your marginal rate on payments to your pension plans that exceed the allowance. This tax is called the annual allowance charge.

If the total payments to all your pension plans are less than your **annual allowance** in one **tax year**, **you** will be able to carry forward the unused amounts for up to three **tax years**. If **you** think that **you** may exceed your **annual allowance**, please speak to your **financial adviser**.

If you flexibly access any benefits with any pension provider on or after 6 April 2015 you get a money purchase annual allowance and there is no carry forward of unused money purchase annual allowance from previous tax years. The money purchase annual allowance is currently £10,000 (but £4000 for tax years 2017/18 to 2022/23) and is subject to change. When you flexibly access your benefits you will get a notification from your pension provider which will explain more about the new limit and what you need to do. Your financial adviser needs to let us know if you have received one of these notifications from another pension provider or you may be fined by HMRC.

The annual allowance and money purchase annual allowance don't apply to transfer payments.

Where payments to this **scheme** exceed both your **annual allowance** and £60,000 and your **annual allowance** charge is more than £2,000, **you** have a statutory option to notify us in writing that **you** want the **annual allowance charge** to be deducted from your **plan**. If **you** are subject to the £10,000 **money purchase annual allowance** and **you** exceed that limit the statutory option may not apply to **you** and **you** may have to pay any tax due to **HMRC** yourself.

Lump sum allowance

4.22

HMRC set a limit on the total tax-free lump sums that you can receive from all your pension plans. These limits are known as the lump sum allowance, the lump sum and death benefit allowance and the overseas transfer allowance.

If you have the right to take benefits from your plan(s) before the 'normal minimum pension age' (which is explained in section 9.2) – as is the case, for example, for certain sports people – then your lump sum allowance may be affected if you do so. If you are considering taking benefits from your plan before the normal minimum pension age you should discuss this with your financial adviser.

4.23

If you have applied to HMRC for lifetime allowance protection then this will increase your lump sum allowances. If you think you could be eligible for protection, we strongly suggest you discuss the situation with your financial adviser. There may be a cost for this.

4.24

Each time **you** take **benefits**, or when **benefits** are paid after your death, any lump sum that is paid must be tested against your **lump sum allowances** remaining. If your allowance is exceeded then tax will be due on the excess at the **marginal rate** of the person to whom the excess is paid.

Investment Pathways

4.25

If you apply to take income drawdown from your plan or transfer in a drawdown pension fund and do not receive financial advice, you can select from one of the four Investment Pathway options. Investment Pathways are aimed at providing customers with an investment solution based on their objectives and may be provided by us or available by transferring your plan to a third party.

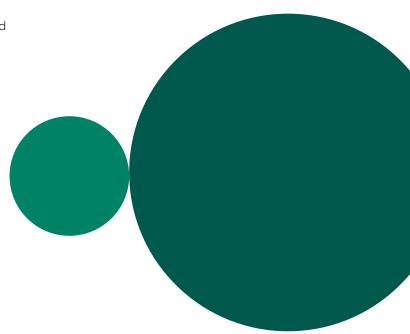
For each **Investment Pathway** an investment fund is selected with aims that are aligned to the different **Investment Pathways** objectives.

The investments may change from time to time as they are kept under review to ensure they remain appropriate for the relevant **Investment Pathway**.

4.26

We may change the investments of a particular Investment Pathway provided by us and, where we do, this will always be in line with regulatory requirements. If we change the investments of a particular Investment Pathway, your investments will automatically be switched into the new investments. We will always notify your financial adviser in advance of changing the investments of your Investment Pathway.

If you chose a specific Investment Pathway, you are agreeing to such switches of your Investment Pathway at any given time. If you no longer wish to be in a specific Investment Pathway, you can update your investment instructions. For more information, please contact us.



5. Investments





5.1

A wide range of investments can be held under a self invested personal pension scheme but certain investments are subject to additional tax charges imposed by **HMRC** to discourage their use. **You** can ask your **authorised person** for details of the investments currently subject to tax charges by **HMRC**.

Buying and selling investments

5.2

Your **financial adviser** can tell us what investments **you** want to buy but **we**, as the **scheme administrator**, will decide if an investment is an acceptable one to be held in the **scheme**. **We** will tell your **financial adviser** if an investment isn't acceptable and the reasons for our decision. The **scheme administrator** and the **trustee** aren't liable or responsible for any loss or missed profit if **we** don't agree to buy an investment.

Sections 5.3 to 5.5 set out our terms for accepting particular types of investment. The investment provider (for example, a fund **manager**) may have their own terms which could, for example, include minimum investments and powers to delay sales.

Your **financial adviser** can tell us what investments **you** want to sell. If there are legal or regulatory reasons why **we** can't do so, or if it will take time to do so as the investment provider has set restrictions on sales, **we** will tell your **financial adviser**. The **scheme administrator** and the **trustee** are not liable or responsible for any loss or missed profit if **we** can't sell the investment when **you** want us to do so.

5.3

We will only agree that an investment is an acceptable one to be held in the **scheme** (and instruct the **trustee** to buy it) if, in our reasonable opinion, the investment will not be subject to the additional tax charges imposed by HMRC to discourage particular types of investment such as residential property, tangible moveable property (including fine art, wine, antiques and vintage cars) and loans to any connected parties. HMRC will tax these investments as if they are unauthorised payments.

Even if a type of investment is not subject to additional tax charges, **we** can choose not to allow it under the **scheme**. **We** may do so if in our reasonable opinion:

- a. there's a significant risk that the scheme administrator or the trustee could find itself with a liability that it might not be able to meet from your plan; or
- b. making (or supporting) the investment could reduce the level of service that the **scheme administrator** or the **trustee** can provide to other **members** of the **scheme**; or
- c. it might result in damage to the reputation of the **scheme administrator** or the **trustee**; or
- d. it is a type of investment that too few members
 would select for it to be cost-effective for the scheme
 administrator to develop the processes or recruit the
 staff to make or support such an investment within the
 scheme; or
- e. there are legal or regulatory reasons why **we** can't do so.

5.4

Investments which \mathbf{we} do not allow in the \mathbf{scheme} include, for example

- a. gold bullion;
- b. commercial property; and
- c. loans to unconnected third parties.

We may instruct the **trustee** to sell an investment without your agreement if, in our reasonable opinion

- a. the investment will become subject to the additional tax charges imposed by HMRC to discourage particular types of investment; or
- b. there is a significant risk that, by keeping the investment, the **scheme administrator** or the **trustee** could find itself with a liability that it might not be able to meet from your **plan**; or
- c. keeping the investment might result in damage to the reputation of the **scheme administrator** or the **trustee**; or
- d. there are legal or regulatory reasons why we must do so (which include, for example, complying with a court order, paying back a loan or making payments under the rules); or
- e. **you** haven't kept sufficient funds in the **SIPP cash account** to meet expected payments and **we**'re selling investments in the order set out in section 6.6.

We will tell your **financial adviser** if an investment is sold and the reasons for the sale. The **scheme administrator** and the **trustee** are not liable or responsible for any loss or missed profit if **we** sell an investment under this section.

5.5

In accepting your instructions to buy or sell an investment, the **scheme administrator** and the **trustee** are not expressing an opinion on the likely performance of the investment, the suitability of any new investment for your **plan** or the merits of any sale and are not under a duty to do so. **You** are relying on your own assessment of these matters and on any advice received from your **financial adviser** including where an option or choice arises in relation to an investment held in your **plan**.

The **scheme administrator** and **trustee** are not responsible for the investment advice provided by your **financial adviser** or a **discretionary investment manager** providing an advisory service or for the investment decisions made on your behalf by the **discretionary investment manager**.

The scheme administrator and trustee are not liable or responsible for any loss or missed profit caused by the failure of a discretionary investment manager, execution-only stockbroker, investment provider, bank, custodian, sub-custodian or nominee company to perform their duties or to meet their financial obligations (including, for example, if they become insolvent).

The scheme administrator and trustee are not liable or responsible for the accuracy of the valuations provided by an investment provider, nor for the content or accuracy of the literature produced by an investment provider including any fund factsheet or prospectus. The scheme administrator and trustee are however responsible for any loss caused by their own fraud, negligence, wilful default or breach of regulatory duty.

Ownership of investments

5.6

The **trustee** will own all of the investments held for **you** under the **scheme** but it will only buy or sell investments where the **scheme administrator** directs the **trustee** to do so. As a **member** of the **scheme**, **you** don't own the investments held for **you** under your **plan** but your **benefits** do depend on how these investments perform.

The investments are held by the **trustee** or, on the **trustee**'s behalf, by the **execution-only stockbroker**, a **discretionary investment manager**, a nominee or a custodian.

We won't direct the trustee or ask the execution-only stockbroker, discretionary investment manager, nominee or custodian to exercise voting rights (or appoint a proxy) in line with your wishes for any investment in your plan. Neither we nor the trustee are obliged to initiate or participate in any legal actions regarding the investments held in your plan.

In specie transfer payment

5.7

If you want to make an in-specie transfer payment to the scheme, your financial adviser must give us a list of all of the assets that you want to transfer to the scheme. We will tell your financial adviser if there are any assets on that list which we're not willing to accept, as well as our reasons for doing so. The trustee can refuse to accept ownership of any asset which we didn't agree to accept or which wasn't included on the list. If we cannot accept an asset and you still want to continue with the transfer, you will need to sell that asset and transfer the proceeds to the scheme in accordance with section 4.5.

For further information on how to make an **in-specie transfer payment**, please contact your **financial adviser**.

SIPP cash account

5.8

We describe the SIPP cash account in section 6.

Mutual funds

5.9

We describe mutual funds traded on the wrap platform in section 7.

Other investments

5.10

Other investments include investments made through the execution-only stockbroker and discretionary investment managers. We may receive income from transactions in these investments and if we do so, we will keep that income as part of our overall income under the Aberdeen SIPP.

The roles of the execution-only stockbroker and discretionary investment managers are described in sections 5.13 to 5.16 and 5.18. If you don't use the execution-only stockbroker or a discretionary investment manager for all or part of your plan, you won't be able to use the full range of investments available under the scheme.

5.12

In particular, futures and options are types of investment which are not subject to additional tax charges by **HMRC** but **we** will only allow them under the **scheme** if:

- a. you have appointed a discretionary investment manager (see section 5.18) to manage a portfolio of assets held for you off the wrap platform under the scheme;
- b. the futures and options will be part of that portfolio held for **you** off the **wrap platform**; and
- c. the discretionary investment manager has agreed to limit the liability of the trustee and the scheme administrator to the value of your plan, which cannot be less than £0.

Execution-only stockbroker

5.13

We, acting as platform provider, have appointed an execution-only stockbroker for members who wish to make execution-only trades. The execution-only stockbroker will not provide advice on the merits of an investment transaction or advice on whether an investment is suitable for you. The execution-only stockbroker may pool investments and money held by them for your plan with investments and money held for other customers that they have. If there's a shortfall and the execution-only stockbroker is unable to meet their financial obligations, your plan may be due a share of the shortfall.

5.14

If you want to do execution-only trades, you must use the execution-only stockbroker. You can buy or sell any of the UK listed securities which are available on the wrap platform through the execution-only stockbroker.

Your instruction to buy or sell **listed securities** will be placed with the **execution-only stockbroker** as soon as reasonably practicable after it has been received. If no price is available for an instruction on the **business day** that the **execution-only stockbroker** tries to execute your instruction it will be cancelled and a new instruction will have to be provided by your **financial adviser** if **you** still wish to carry out that transaction. If your **financial adviser** instructs one or more **listed securities** to be sold and the proceeds used to purchase another investment, the instruction to buy investments won't be placed until the sale proceeds for those sell transaction(s) have been received.

5.15

Your **financial adviser** will place the trades that need to be executed by the appointed **execution-only stockbroker** on the **wrap platform**. When the contract notes are received, this information will be passed on to your **financial adviser** via the **wrap platform**.

5.16

When you buy or sell an investment using the executiononly stockbroker, a transaction charge is applied as explained in the charging schedule.

When you are buying an investment, your financial adviser must make sure that you have enough money in the SIPP cash account to settle the trade. We won't give the execution-only stockbroker any money unless it's available from your holding in the SIPP cash account. If a trade has to be cancelled because there's not enough money to pay for it, you will still be charged the transaction costs. The stockbroker may charge you for the extra administration involved. And we may also charge you for the extra administration involved.

The **execution-only stockbroker** will arrange that any income on the investments held for your **plan** is paid to the **SIPP cash account**.

Cash solutions

5.17

We may provide you the option to invest money you hold in your Aberdeen SIPP in cash solutions. The cash solutions are provided by Bondsmith and give you access to a range of cash deposits which are operated by deposit takers.

- a. When you first invest in a cash deposit, your financial adviser will provide you with the Bondsmith terms which you need to accept (this is done when your financial adviser places an instruction for a deposit account). The Bondsmith terms are separate to your agreement with us under these terms and we are not a party to them.
- b. We will provide Bondsmith with personal information about you in accordance with our privacy notice to allow Bondsmith to carry out identity and address checks before you open your first deposit account and while you hold money in cash deposits. Bondsmith may require additional information from us or your financial adviser to conduct the necessary checks to be able to verify your identity. Your account cannot be opened until these checks have been completed.
- c. The cash solutions are not available to you if you are under age 18; a trustee; a U.S. person or not a UK resident. Further restrictions may apply. Please see the Bondsmith terms for more information.

- d. Money in **cash deposits** is held off the **wrap platform**. This means that the money will not be held by us or our nominee company and **we** will not treat the money as client money once it is transferred to **Bondsmith**.
- e. Cash deposits are subject to the prevailing terms of the **Bondsmith terms** and **deposit takers** who may place restrictions on the withdrawals that can be made (please see the terms of the relevant deposit taker for detail). For example, if you hold money in a fixed term account, it will generally not be possible to make a withdrawal before the end of the term. If you invest money in a notice day account, you may need to wait for a certain period after giving notice until you can make a withdrawal. This may delay lump sum or income payments. Some **deposit takers** may apply a penalty if money is withdrawn prior to the end of the term. If it is necessary to withdraw money, for example, to pay benefits, the penalty will be deducted from the proceeds before they are paid into your SIPP cash account.
- f. Your **financial adviser** can place dealing instructions in respect of the **cash solution**s using our dealing services. The timescales for dealing instructions are set out in section 12.1 of the **client terms and conditions for wrap services**. The timescales for money being placed in a deposit account are described in the **Bondsmith terms**.
- g. The interest rate that applies to each deposit account may fluctuate regularly and Bondsmith may remove deposit accounts from the cash solutions without prior notice. If your financial adviser places an instruction for a cash deposit which is no longer available, the dealing instruction will be rejected. If the interest rate of the selected cash deposit decreases while the instruction is being processed with Bondsmith, we may ask your financial adviser for further instructions. If the interest rate of the selected cash deposit increases while the instruction is being processed with Bondsmith, your money will be transferred to the selected deposit account.
- h. A proportion of the interest paid by deposit takers on your holdings in a cash deposit is paid directly to Bondsmith (up to 0.10%). Please see the Bondsmith terms for more information. This is a payment for the cash solutions which Bondsmith provides and is separate to the platform charge which we apply for the administration of your Aberdeen SIPP.
- i. At the end of the term of a cash deposit or when a cash deposit is withdrawn from the cash solutions, any money you hold in the cash deposit (including any interest or expected profit return earned) will be paid into your SIPP cash account.
- j. We are not responsible for assessing if any cash deposit is suitable for you. We are also not responsible for operating the cash solutions, any cash deposits, or any action, omission or failure by Bondsmith or any deposit taker.

- k. Cash deposits cannot be held in a managed portfolio or advised portfolio. You should not place all of your holdings in an Aberdeen SIPP in cash deposits. You must retain sufficient cash in your SIPP cash account to pay for charges.
- I. We will let you know if the cash deposit you selected reaches the end of its term or if the interest rate that applies to your holdings in a cash deposit decreases by informing your financial adviser or by posting a notification in your document library on the wrap platform.

Discretionary investment managers

5.18

If you do not wish to take your own investment decisions, you may use the services of a discretionary investment manager to take day-to-day investment decisions for you in one of two ways:

- a. Where we, acting as platform provider, make our separate investment management functionality available, a discretionary investment manager can manage certain assets on the wrap platform, for example within managed portfolios managed by a discretionary investment manager (you can't use a discretionary investment manager that has not been granted access to the wrap platform).
- b. A **discretionary investment manager** can also manage assets off the **wrap platform**.

You need to agree an investment strategy with them taking account of your needs, your attitude to risk and our restrictions on the types of investments allowed. It is your and your financial adviser's responsibility to assess the suitability of any investment strategy offered by a discretionary investment manager.

In either case, an appropriate agreement dealing with investment arrangements will need to be entered into with any discretionary investment manager (this may be with us or your financial adviser) (and where managing assets on the wrap platform, the discretionary investment manager will need to enter into a discretionary investment manager agreement) before that discretionary investment manager begins to manage assets on or off the wrap platform. For more information on the appointment of discretionary investment managers, please see section 11 of the client terms and conditions for wrap services. For a list of the available discretionary investment managers, please contact your financial adviser.

Where you appoint a discretionary investment manager to manage your assets off the wrap platform, we will make a yearly charge as set out in section 8.9 a) for each discretionary investment manager that you use.

You will also have to pay the **discretionary investment manager**'s charges for all of the assets managed both on and off the **wrap platform**. For further details of how to pay charges for assets managed by a **discretionary investment manager** on the **wrap platform**, see section 8.9 b).

Discretionary investment managers managing assets on or off the **wrap platform** must at all times:

- a. comply with our restrictions on the type of investments allowed;
- sell investments when we require money to pay your benefits;
- c. follow our instructions on the transfer of the investments
 if they stop being authorised to be a discretionary
 investment manager or if their access to the wrap
 platform and/or their ability to manage assets on the
 wrap platform is removed;

and in addition, where assets are managed off the **wrap platform**, the **discretionary investment manager** must also:

- a. be responsible, on behalf of the trustee, for the safe custody of the investments purchased through this service;
- b. set up an account for your **plan** and pay money out of that account only to us;
- keep the investments of your plan separate from any of your own investments which you might have with that discretionary investment manager; and
- d. prepare reports on transactions and valuations for us so that **we** can administer your **plan**.

Where a discretionary investment manager manages assets off the wrap platform, the discretionary investment manager may pool investments and money held by them for your plan with investments and money held for other customers that they have. If there is a shortfall and the discretionary investment manager is unable to meet their financial obligations, your plan may be due a share of the shortfall.

Where assets are managed by a **discretionary investment manager** on the **wrap platform**:

- a. the assets will be held together with the assets of other clients in pooled accounts. You can find more information on pooling of assets in section 15.4 of the client terms and conditions for wrap services; and
- b. your discretionary investment manager, or financial adviser (where your financial adviser uses the separate investment management functionality on the wrap platform), may hold money in portfolio cash accounts. Money held in a portfolio cash account will be pooled together with money belonging to other customers in pooled client bank accounts. Please see section 16 of the client terms and conditions for wrap services for further details of how cash is held in cash accounts including a portfolio cash account.
- c. On the happening of certain events, within 10 business days (or such longer period as notified by us to your financial adviser) all the investments held in that managed portfolio or advised portfolio will be moved to the wrap platform unless you are notified that these investments will be sold instead and the proceeds paid into the SIPP cash account. Where the investments are moved to the wrap platform different charges may apply when they are held on the wrap platform.

Please contact the **client engagement hub** or speak to your **financial adviser** for more information. Where an investment is not available on the **wrap platform**, it will be sold and the proceeds paid into the **SIPP cash account**. Please see section 11.12 of the **client terms and conditions for wrap services** for further details.

5.20

Neither assets managed on the **wrap platform** nor off the **wrap platform** by a **discretionary investment manager** can include any direct investment in property or land, or any borrowing associated with the direct purchase of property or land.

5.21

You are relying on the investment expertise of the discretionary investment manager that you use. It's your responsibility to organise your dealings with your discretionary investment manager and for the security of your communications with them. Where your discretionary investment manager is managing assets off the wrap platform, we won't pass on your instructions to them. If they issue contract notes, they'll send these to you and deal directly with you regarding your investments.

Where **we**, acting as platform provider, choose to make our separate investment management functionality available on the **wrap platform** and a **discretionary investment manager** or **financial adviser** is managing assets on the **wrap platform** using this functionality:

- a. the discretionary investment manager or financial adviser can pass on dealing instructions for investments to be bought, sold, switched or rebalanced in accordance with the client terms and conditions for wrap services and the discretionary investment manager agreement;
- b. it is your financial adviser's responsibility to advise you on, and to continue to review, the suitability of your investment selection. You will not receive contract notes for transactions relating to each portfolio of assets managed by your discretionary investment manager or financial adviser. You will receive a managed portfolio statement every 6 months. If you would prefer it, you can ask for the managed portfolio statement to be provided every 3 months. Please see section 11.11 of the client terms and conditions for wrap services for more details; and
- c. the discretionary investment manager or your financial adviser may impose a minimum investment amount in respect of managed portfolios they manage, in which case your investment in these managed portfolios will have to be equal to or higher than the minimum investment amount imposed by the discretionary investment manager or your financial adviser. To find out whether the discretionary investment manager or your financial adviser impose minimum investment amount, please ask the discretionary investment manager or your financial adviser.

For assets managed off the **wrap platform**, **we** will forward money to, and receive money from, your **discretionary investment managers** in accordance with your instructions. **We** won't forward any money to your **discretionary investment manager** unless it's available from your holding in the **SIPP cash account**.

Advisory service

5.23

Some of the discretionary investment managers also offer an 'advisory' service. This means that the discretionary investment manager will give you advice on your investments but you will make your own decisions. To place your trades, you must use the services of the discretionary investment manager.

5.24

We do not accept instructions to buy units in mutual funds which are not traded on the wrap platform. Where you already have off-platform mutual funds in your plan and your financial adviser instructs us on your behalf to sell units in that mutual fund, these units will be held and sold subject to the terms set out in that mutual fund's prospectus.

The trustee owns the units and holds them to provide your benefits. A mutual fund's prospectus may allow the manager to make changes to a mutual fund (for example, closing, winding up or dividing the mutual fund) as set out in the mutual fund's prospectus. For full details, please refer to the mutual fund's prospectus which is usually available on the manager's website. Where the manager fails to administer a mutual fund in accordance with the mutual fund's prospectus, we won't make good any loss that arises. We also won't make good any loss that you might suffer as result of the exercise of a power set out in the mutual fund's prospectus.

5.25

The **manager** of a **mutual fund** may increase their charge and, when **we** are informed, **we** will inform **you** or your **financial adviser** as soon as is reasonably practicable.

5.26

From time to time, a bank or building society may offer fixed rate deposit accounts. If **you** wish to invest in one of these accounts, the account will be held in the name of the **trustee**. The deposit account could be a pooled account which means that it contains holdings for a number of SIPP plans. If there is a shortfall and the bank or building society is unable to meet their financial obligations, your **plan** may be due a share of the shortfall. Money held in these deposit accounts will not be held by us or our nominee company and we will not treat the money as client money once it is transferred to an account provider.

The scheme administrator and trustee must be able to withdraw money from the account where, for example, money is required to pay benefits. This applies even if the deposit is intended to be for a fixed term. The bank or building society may charge a penalty for early withdrawal or surrender of a term deposit and any penalty, if not deducted from the proceeds, will be deducted from your holding in the SIPP cash account.

5.27

We can provide your financial adviser with our list of the other types of investments that we are currently accepting under a plan. For these less common investments, we may have special requirements but we will tell your financial adviser about them when you ask to invest in one of them.

5.28

We will treat any instructions on investments that **we** receive from your **authorised person** as your instructions. But in some cases **we** may require a direct instruction from **you**.

5.29

Section 12.1 of the client terms and conditions for wrap services describe the timescales for dealing instructions placed via the wrap platform. All other investments will be transacted as soon as is reasonably practicable after complete and unambiguous instructions have been received. You can obtain details of what is 'reasonably practicable' for a particular investment from your authorised person. By transact we mean that we will have completed our part in the buying or selling process for that investment, such as filling in an application form or sending money to an appointed discretionary investment manager. As long as we have acted as soon as is reasonably practicable, we are not liable or responsible for any loss or missed profit between the time that we received the instruction and the time that it was completed.

5.30

Where we, acting as platform provider, choose to make our separate investment management functionality available and your authorised person is managing or administering assets within your plan using this functionality on the wrap platform, your instructions to buy, sell or switch any part of your holding in a managed portfolio or advised portfolio may be delayed while your authorised person is carrying out an investment transaction, for example, rebalancing of the managed portfolio or advised portfolio. In this case, we will place your instructions to buy, sell or switch any part of your holding in a managed portfolio or advised portfolio as set out in section 12.1 of the client terms and conditions for wrap services.

Please see section 12 of the **client terms and conditions for wrap services** as to the impact of a sale instruction which equates to 95% or more of the value of your holding in a **mutual fund** or holding in a **managed portfolio** or **advised portfolio**.

5.32

Where there's an investment transaction between your **plan** and **you** (or any person or company connected with **you**) then it must be an 'arm's length bargain'. This is an **HMRC** requirement and, if this doesn't happen, there are tax penalties.

5.33

If **we** receive income or interest for an investment that used to be held in your **plan** after:

- a. you have transferred your plan to another scheme; or
- b. you have used the plan proceeds to buy an annuity;

we will forward that income or interest to the administrator of your new scheme (if they agree to accept it) or use it to provide **benefits** for **you** where, in either case, this would be cost-effective and practicable for **us**, acting on a reasonable basis.

5.34

Dealing instructions for listed securities from your financial adviser or discretionary investment manager managing or administering assets using the separate investment management functionality on the wrap platform will be grouped together with other clients of that financial adviser or discretionary investment manager trading in the same security in the same wrap product. These dealing instructions are pooled once a day and sent to our **execution-only stockbroker** for completion. The shares purchased will be disaggregated upon confirmation of the price received and the maximum number of shares the value of your order could have purchased will be allocated to you. For more information please see the order execution policy at aberdeenplc.com/wrapinfo, contact the client engagement hub or speak to your financial adviser.

5.35

If an investment held in your **plan** can't be sold due to the investment provider experiencing financial or operational distress, default or bankruptcy, **we** will treat that investment as being 'distressed' and apply the following conditions:

- a. If the investment provider can't give us an up-to-date value for the investment, or if the latest valuation is more than three months old, **we**'ll normally value that investment at £0.01 even where it's possible that the investment might have a residual value. This is to avoid your **plan** having an unrealistically high value. This will ensure that any charges **you** pay will reflect the distressed nature of the investments and will help **you** plan for retirement based on realistic expectations.
- b. If we don't have an up-to-date value for the investment, we'll not normally agree to sell the investment to anyone (other than back to the investment provider). That's because there are tax consequences if investments are not sold at their market value.
- c. The charges described in section 8 apply whether or not an investment is distressed. We will continue to incur costs in administering your plan, particularly if the distressed investment is wound up due to liquidation or another similar procedure.
- d. If **you** ask us to transfer the value of your **plan**, excluding the distressed investment, to another scheme, **we**'ll not normally agree to the transfer unless a sum equal to at least three years' worth of administration charges is also left in your **plan**. This is to cover our costs in administering the distressed investment.
- e. If you ask us to transfer the value of your plan to another scheme we may not be able to do this because, for example, we may not be able to receive a cash value for the investment or the other scheme may not be prepared to accept an in specie transfer payment. In these circumstances the distressed investment will remain in your plan until the distressed nature of the investment ceases or until the distressed investment is fully wound up. Any further distributions, including distributions on winding up, will be applied to your plan.



6. SIPP cash accounts and portfolio cash accounts

6.1

We will pay all cash transfer payments and all payments to the **scheme** by **you**, your employer or another third party on your behalf, into your holding in the **SIPP cash account**.

Money which is held in your SIPP cash account and portfolio cash account will be:

- a. pooled together with money belonging to other customers;
- b. held in bank accounts which **we** use only to hold client money and do not use to hold our own money; and
- held in accordance with the FCA rules on holding client money.

For more details on the treatment of client money, including how **we** pay interest, please see the **charging schedule** and section 16 in the **client terms and conditions for wrap services** or ask your **financial adviser**.

Assets you hold in your Aberdeen SIPP, including where your assets are managed/administered by a discretionary investment manager on the wrap platform or a financial adviser (where the financial adviser uses the separate investment management functionality on the wrap platform) will be pooled together with assets belonging to other customers and held in accordance with the FCA rules on holding clients' safe custody assets. The assets may also be subject to a security interest, lien or right of set off, which means that the appointed custodian (or sub-custodian) may hold on to the assets until a charge or fee relating to the assets is paid, or because the appointed custodian (or sub-custodian) is required to do so by the law applicable in the jurisdiction where the assets are held. For more information regarding the ownership of investments, please see section 15 of the client terms and conditions for wrap services, or ask your financial adviser. Please see sections 5.17 and 5.26 for information on money held off the wrap platform.

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Where we, acting as platform provider, choose to make our separate investment management functionality available on the wrap platform and a discretionary investment manager or financial adviser manages or administers assets on the wrap platform using this functionality, they may hold cash in a portfolio cash account. Monies in a portfolio cash account are held in pooled bank accounts and may be invested in your Aberdeen SIPP. Please see section 16 of the client terms and conditions for wrap services for details.

A specific rate of interest is applicable in respect of your holding in the SIPP cash account and portfolio cash account. Please see sections 16.5 to 16.9 in the client terms and conditions for wrap services for detail, visit aberdeenplc.com/wrapinfo or contact your financial adviser.

6.3

We will take money from your holding in the **SIPP cash account** to:

- a. pay your **benefits** and any taxes due under the **plan**;
- b. pay a **transfer payment** to another scheme or comply with any **pension sharing order** (as explained in section 13.10) or any other court order; or
- c. collect charges detailed in section 8 or pay expenses as detailed in these **terms**.

We will take money from your holding in a portfolio cash account to:

- a. buy investments for you within each managed portfolio or advised portfolio within your Aberdeen SIPP in accordance with instructions placed by your discretionary investment manager or financial adviser (where your financial adviser uses the separate investment management functionality) and whether the purchase is done following a straight purchase instruction or includes switch instructions, described in section 7.9; or
- b. pay the **portfolio manager fee** payable by **you** (please see section 8.9 b).



Unless you decide to use a discretionary investment manager to manage assets for you off the wrap platform, we use the SIPP cash account for your investment transactions. We will take money out of your holding in the SIPP cash account when we:

- a. follow your instructions to buy investments;
- b. give money to a **discretionary investment manager** managing assets for **you** off the **wrap platform**.

We will add money to your holding in the SIPP cash account when we:

- a. receive the proceeds of the sale of an investment or money from a discretionary investment manager managing assets for you off the wrap platform;
- b. receive income or interest from your investments; and
- c. receive tax reclaimed on your investments.

If your **financial adviser** doesn't give us investment instructions, the money will stay in your holding in the **SIPP cash account**.

We will add money to your holding in a portfolio cash account when we:

- a. receive the proceeds of the sale of any of the investments within the managed portfolio or advised portfolio held within your Aberdeen SIPP in accordance with instructions placed by your discretionary investment manager or financial adviser (where your financial adviser uses our separate investment management functionality) and whether or not the sale is done following a straight sale instruction or a switch instruction, described in section 7.9; or
- b. receive income from the investments held within the managed portfolio or advised portfolio within your Aberdeen SIPP.

If your **discretionary investment manager** or your **financial adviser** doesn't give us any investment instructions, money will stay in each **portfolio cash account**.

Keeping your holding in the SIPP cash account and portfolio cash accounts sufficient at all times

6.5

You need to keep sufficient funds in the SIPP cash account and each portfolio cash account to meet expected payments (including making any new investments or paying income to you). If the money isn't in the account, we may not be able to make the payments or buy the investments. This is because the SIPP cash account and portfolio cash accounts are deposit accounts and so can't be overdrawn.

Your **beneficiary** will also need to make sure that there are sufficient funds in their holding in the **SIPP cash account** to pay them any relevant **benefits**. Your **financial adviser** must use the **wrap platform** to sell investments on your behalf to make sure that **you** have sufficient funds in the **SIPP cash account** to meet the requirements set out in section 6.3.

6.6

Where **we** have to sell investments to meet the requirements set out in section 6.3 **we** will sell investments held in your **plan** in the following order:

- a. we will sell units proportionately from all mutual funds held in your plan;
- b. we will sell listed securities (on a 'Last In First Out' basis);
 and
- c. **we** will deduct our transaction charge as explained in section 8.8.

We will always sell investments in the above order but **you** can agree with your **financial adviser** which disinvestment strategy **we** should apply. **You** can select for investments to be sold:

- a. proportionally from all investments held in your plan;
- b. on a 'Last In First Out' basis; or
- c. on a 'Least Volatile Stock' basis. If two or more investments have the same volatility rating, **we** sell the most recently purchased investment.

Units in mutual funds held in a managed portfolio will always be sold proportionally. Other exceptions may apply. Please contact your financial adviser for more information. If there are insufficient investments available that can be sold in accordance with the process described above, we will sell off-platform assets as agreed with your financial adviser.

You can agree with your **financial adviser** to designate certain investments and/ or **managed portfolios** as 'Treasured Investments'. This means that **we** will not sell these Treasured Investments unless:

- a. your financial adviser inform us that that we should no longer treat these as Treasured Investments;
- b. your **financial adviser** submits a dealing instruction to sell the Treasured Investments; or
- c. there are insufficient investments available in your **plan** that can be sold to meet the requirements set out in section 6.3.

It is not possible to designate money held in your SIPP cash account, off-platform assets or individual investments managed in a managed portfolio as Treasured Investments.

We will only deduct any charge or payment from the relevant part of your **drawdown pot** or **savings pot**.

Please refer to section 19.19 of the **client terms and conditions for wrap services** for what **we** will do if your holding in a **portfolio cash account** is not sufficient. **We** may decide not to contact **you**, your **financial adviser** or the **discretionary investment manager** before **we** do so. In order to avoid repeating this process too frequently, **we** may raise a greater sum than the amount outstanding.

Please ask your **financial adviser** or the **client engagement hub** for more information.

6.7

Where there is insufficient cash in your holding in the SIPP cash account to pay a charge or an income payment, we reserve the right to sell assets of greater value so that we don't have to repeat these sales too frequently. Generally, this will be the total of the outstanding amount plus £100. You can get further details from your financial adviser.

6.8

We may make changes to the rates of interest (including any method of interest rate calculation and/or any threshold amounts we use to decide which method of interest rate calculation or interest rate is applicable to you) and therefore the corresponding cash management administration charge.

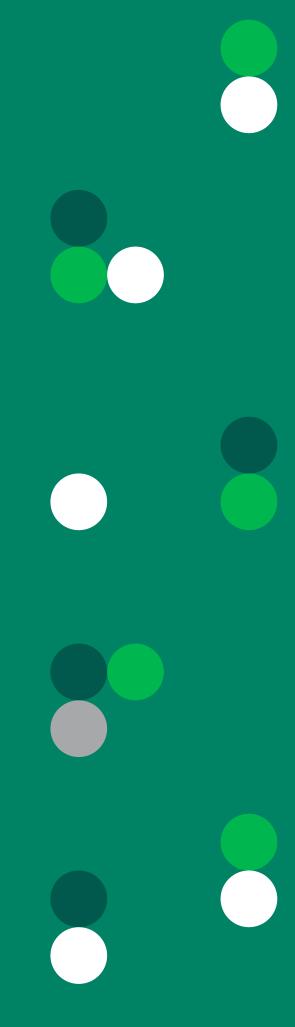
We may do this without giving you or your financial adviser any prior notice, provided that there is a valid reason for making such a change and the change is proportionate and reasonable under the circumstances. Valid reasons for making changes include:

- a. following, or in anticipation of, and to respond proportionately to a change in any relevant law or decision of the Financial Ombudsman Service, to meet any regulatory requirement or to reflect new industry guidance or any relevant code of practice;
- to proportionately reflect other legitimate cost increases or reductions associated with our provision of the Aberdeen SIPP to you, or responding to the costs or consequences of any event beyond our control that may impact our provision of the Aberdeen SIPP to you;
- c. if the change is favourable to **you**; or
- d. to allow us to respond proportionately to the Bank of England's base rate (or any rate that replaces it, or the rate set by any bank that takes over responsibility for setting such a rate), other specified market rates or indices or tax rates.

We would not expect to give you or your financial adviser any personal notification of changes where we change rates of interest and/or the cash management administration charge due to any of the valid reasons listed above or we increase the cash management administration charge but so that it is no more than the rate set out in the charging schedule. Instead, changes will be notified by the rates being updated on our website aberdeenplc.com/wrapinfo.

6.9

Subject to section 6.8, **we** will notify your **financial adviser** (or **you** where **you** do not have a **financial adviser**) where **we** make any change to the rates of interest (including the method of interest rate calculation and/or any threshold amounts **we** use to decide which method of interest rate calculation or interest rate is applicable to **you**) and/or the cash management administration charge.



7. Mutual funds



7.1

Each mutual fund is divided into units. When your authorised person gives an instruction on your behalf to buy and sell units in a mutual fund, these units will be bought, held and sold subject to the terms set out in that mutual fund's prospectus. The trustee owns the units and holds them to provide your benefits. A mutual fund's prospectus may allow the manager to make changes to a mutual fund (for example, closing, winding up or dividing the mutual fund) as set out in the mutual fund's prospectus. For full details please refer to the mutual fund's prospectus which is available from your authorised person.

7.2

Where the **manager** fails to administer a **mutual fund** in accordance with the **mutual fund**'s **prospectus**, **we** will not make good any loss that arises. **We** also won't make good any loss that **you** might suffer as a result of a decision made by the **manager** in **terms** of the **mutual fund**'s **prospectus**.

Your **authorised person** can use the **wrap platform** to instruct us, acting as platform provider, to buy and sell the **units** on behalf of the **trustee**. **We** will follow the instructions to buy or sell **units** as explained in sections 7.7 to 7.13. A **mutual fund**'s **prospectus** may, however, allow the **manager** to delay a sale or purchase (or suspend all sales and purchases) of the **units** in that **mutual fund**.

7.3

There is no minimum amount for investment in a **mutual fund** on the **wrap platform**. However, some **mutual funds** may set a minimum value of **units** that can be sold and a minimum value which must be retained after sale. Please ask your **authorised person** for more information.

7.4

The investment decisions for each mutual fund are made by the respective manager of each mutual fund and any investment restrictions for each mutual fund are listed in the relevant mutual fund's prospectus. For more information, please contact your authorised person who will be in a position to provide you with the latest prospectus for each mutual fund or mutual funds that you are interested in.

7.5

Prices of **units** of **mutual funds** are based on the value of the underlying assets in each **mutual fund**. **You** can find the most recently published price for the **mutual funds** in which **you** can invest via the **wrap platform** by contacting your **authorised person**. **You** should remember that all prices are historic prices and are not, therefore, prices at which **we**, acting as platform provider, are able to deal.

7.6

The price of the **units** purchased or sold will reflect the price available from the **manager** of the **mutual fund**s at the **pricing point**. The **manager** will calculate the price in terms of the **mutual fund**'s **prospectus**.

7.7

When your **authorised person** gives an instruction on your behalf to buy **units** in a **mutual fund** these **units** will be bought from the **manager** of that **mutual fund**. The price of the **units** is determined as explained in sections 7.5 and 7.6. For more details ask your **authorised person** to show **you** the **prospectus**. The payment for your purchase will be made out of your holding in the **SIPP cash account** or from a **portfolio cash account** where **units** are bought within a **managed portfolio** or **advised portfolio** by your **authorised person** (using the separate investment management functionality).

7.8

When your **authorised person** gives an instruction on your behalf to sell **units** in a **mutual fund** these **units** will be sold to the **manager** of that **mutual fund**. The price of the **units** is determined as explained in sections 7.5 and 7.6. For more details ask your **authorised person** to show **you** the **prospectus**. The proceeds will be added to your holding in the **SIPP cash account** unless your **authorised person** has instructed otherwise or added to a **portfolio cash account** where **units** are sold within a **managed portfolio** or **advised portfolio** by your **authorised person** (using the separate investment management functionality).

Switching being mutual funds

7.9

Your **authorised person** can give an instruction on your behalf to switch your investments between **mutual funds**. We will not charge for a switch between the **mutual funds** available from the **wrap platform**, but, if a **manager** of a **mutual fund** imposed any exit fee or similar charge for a switch, we will pass these on to you.

7.10

Units will be sold and purchased at the prices available from the managers of the relevant mutual funds at the appropriate pricing point. When a switch is carried out, investment monies may be temporarily uninvested ('out of the market') for the days between when the sell deals are placed and the subsequent buy deals are placed. During this time, unit prices may rise or fall, so the number of units that can be purchased may be more or less than could have been purchased had your money not been temporarily uninvested. A sell deal cannot be placed for units recently purchased until the units have been credited to your plan.

Instructing the purchase, sale or switch of units

7.11

The aim is to place every instruction with the person who is responsible for executing it as soon as is reasonably practicable after receiving it subject to **cleared funds** being available. The timescales for instructions being placed are set out in in section 12.1 of the **client terms and conditions** for wrap services.

7.12

Where you give an instruction to switch between mutual funds, we, acting as platform provider, will instruct the sale of units as described in section 7.11. We will use the proceeds of the sale of these units to purchase units in the mutual funds that you have instructed us to switch your investments to in accordance with the timescales set out in in section 12.1 of the client terms and conditions for wrap services. For more information on these issues, please refer to the relevant mutual fund prospectus, which you can get from your authorised person.

7.13

Switching instructions which involve buying or selling both **mutual funds** and other investment types, may cause delays. Such an instruction will be carried out as soon as reasonably practicable, but **we** cannot guarantee it will be completed within the timescales set out in section 12.1 of the **client terms and conditions for wrap services. You** should contact your **financial adviser** if **you** are concerned about a particular transaction.

Bulk instruction

7.14

The wrap platform allows your financial adviser or your discretionary investment manager managing or administering assets on the wrap platform to place 'bulk' instructions to sell, switch or rebalance investments on behalf of multiple clients at the same time. You can find more information on switching and re-balancing in sections 12.26 and 12.27 and on bulk transaction in section 12.28 of the client terms and conditions for wrap services.

7.15

The aim is to ensure that all instructions, including bulk instructions, are executed within the timescales set out in section 12.1 of the client terms and conditions for wrap services. However, processing particularly large bulk instructions may cause delays in buying and selling investments. This means we can't guarantee that bulk instructions will be executed within the time periods set out and we won't be liable to you for any loss or expense you suffer as a result of our failure to do so. You should contact your financial adviser for more information, or if you are concerned about a particular transaction.



8. Charges





8.1

This section describes all the types of charges that may apply to your **plan**. The charges payable by **you** depend on the charges applied by us for the provision and administration of the Aberdeen SIPP and, where we are acting as platform provider, for the provision of the wrap platform; the investments you choose to invest in and hold in your **plan**; and the adviser charges **we** pay to your **financial adviser**. The charges (except charges payable outside your **plan**, for example adviser charges payable from your wrap cash account) will be shown in your **personal illustration** and will be made up of some or all of the types of charges described in this section 8, depending on the investments you make and hold in your plan. You can obtain information on the current level of each of these charges from the charging schedule which is Annex 1 to the client terms and conditions for wrap services, your financial adviser or from the wrap platform. If we are unable to collect a charge or to recover our costs from your plan, we may contact your financial adviser to discuss how this issue can be resolved. We will invoice you for payment where necessary.

Mutual funds

8.2

Each manager of a mutual fund that's traded on the wrap platform collects an annual management charge to pay for the services it provides. This charge is normally applied each business day after the mutual fund has been valued and before the unit price is set. Each manager may also deduct charges and expenses from their mutual fund(s). You can find out the annual management charge (and any additional charges and expenses) applying to a particular mutual fund in the prospectus for that fund which is available from your financial adviser.

8.3

The manager of a mutual fund may increase or reduce their annual management charge in accordance with their prospectus. When we are informed, your financial adviser will be notified of the change through the wrap platform.

Administration charge

8.4

We make an 'initial administration charge' when **you** first invest in any **off-platform assets**. This charge will only be applied once regardless of the investments **you** subsequently hold.

8.5

If, at any time in the previous 12 months, the investments held in your **Aberdeen SIPP** have included **off-platform assets**, **we** will make a yearly administration charge on the **yearly charge date**. The charge will be pro-rated to reflect the time **off-platform assets** were held in your **Aberdeen SIPP**.

Pension fund withdrawal charge

8.6

Once you have applied a pension date to any part of your plan to take income drawdown (including £0 income), we make a 'pension fund withdrawal charge' on the yearly charge date if, at any time in the previous 12 months, you have been invested in any off-platform assets. The charge will be pro-rated to reflect the time off-platform assets were held in your Aberdeen SIPP.

If you use all of your drawdown pot to buy an annuity or you transfer all of your drawdown pot, we will still make this charge on the next yearly charge date if you have any savings pot under the plan. If you don't have any savings pot under the plan, we will make the full charge on the date that the annuity is bought or the transfer is made.

8.7

A 'pension fund withdrawal charge' is in addition to the 'yearly administration charge'.

Transaction charge

8.8

We make a transaction charge for buying and selling listed securities.

Investment manager charges

8.9

Where you appoint a discretionary investment manager to

- a. manage assets off the wrap platform, we make a yearly 'investment manager charge' for each discretionary investment manager (including those providing an advisory service) that you appoint. We will collect a proportion of the charge on the day of the appointment and the full charge on each yearly charge date from then on. (The proportion will be the period of days from the date of appointment to the next yearly charge date divided by 365). The discretionary investment manager will also charge for their services and there may be charges for the specific investments they choose on your behalf. For further details of the charges of a discretionary investment manager, speak to your financial adviser.
- b. manage assets on the wrap platform, we will facilitate the payment of a portfolio manager fee to the discretionary investment manager or a financial adviser (where they use the separate investment management functionality on the wrap platform). The **portfolio manager fee** will be deducted by us from each portfolio cash account and is in addition to the investment manager charge if you also use the services of a discretionary investment manager to manage assets off the wrap platform. For further information on the portfolio manager fee, please see section 19.19 of the client terms and conditions for wrap services and the charging schedule. Please note that the **portfolio manager fee** only applies to certain assets managed by the discretionary investment manager or your financial adviser on the wrap platform. It does not apply to assets administered by your financial adviser in an advised portfolio. Where either the discretionary investment manager invests in listed securities in a managed portfolio or your financial adviser (where your financial adviser uses the platform provider's separate investment management functionality) instructs us to invest in listed securities in an advised portfolio, the listed security instructions are pooled with those for other clients and a trade placed by our execution-only **stockbroker** once a business day. There is a transaction charge for this. Please see the charging schedule for details.

Platform charge

8.10

We, acting as platform provider, will make a monthly platform charge for the provision of the services on the wrap platform, some administration of the Aberdeen SIPP and a reasonable margin for profit.

- a. The annual equivalent of the monthly platform charge is set out in the charging schedule. The amount of the platform charge in relation to your Aberdeen SIPP depends on the value of your platform eligible assets held in your wrap account. Please see the charging schedule for details.
- b. One twelfth (1/12) of the annual **platform charge** will be deducted from the **SIPP cash account** on the fifth day of each calendar month.
- c. We, acting as platform provider, may reduce your platform charge at our discretion. If such a reduction applies to you, the reduced charge will be shown on your personal illustration or product confirmation schedule.
- d. Your platform charge may also be reduced by the family terms in accordance with section 20 of the client terms and conditions for wrap services and the charging schedule. Please ask your financial adviser for further details of any reduced charges that may apply to you.
- e. We will retain a margin of any interest earned on the bank accounts used to hold cash in the SIPP cash account and each portfolio cash account in the form of a cash management administration charge to cover our costs for providing and administering holdings in these accounts. Please see section 6.2, the charging schedule and our website aberdeenplc.com/wrapinfo for details.
- f. Product charges are also applicable. Please see the **charging schedule** for details.

Collection of charges

8.11

All of the charges described in sections 8.4 to 8.9(a) will be collected from your holding in the SIPP cash account and the portfolio manager fee described in section 8.9(b) will be collected from the portfolio cash account. If there's not enough money in the SIPP cash account to pay a charge described in sections 8.4 to 8.9(a), we will collect it in the way described in section 6.6.

Please see section 19.19 of the client terms and conditions for wrap services for further details of how the portfolio manager fee is collected if there's not enough money in the portfolio cash account.

How we set our charges

8.12

The total charges under the **Aberdeen SIPP** (along with any other income that **we** expect to receive under the **Aberdeen SIPP**) are intended to cover our overall costs in providing the **Aberdeen SIPP** to our customers (including an appropriate proportion of the costs of the **wrap platform**) and to provide reasonable margins for profit.

8.13

We have charges that are expressed as a proportion of a scheme member's investments of particular types in their plan (a 'fund based charge') and other charges for particular options or services that are expressed as an amount of money (a 'monetary charge'). We set the level of both types of charge so that there is a reasonable balance between the total charges (and other income) that we receive for members of the scheme who use particular options and services and the charges (and other income) that we receive for members who do not use those options or services but may do so in future. We, acting as platform provider, also set our charges so that there is a reasonable balance between customers who are using the wrap platform for different products.

8.14

At least once a year, **we** will review our assumptions and our overall costs in providing the **Aberdeen SIPP** (including an appropriate proportion of the costs of the **wrap platform**) and our costs in providing the particular options and services under the **Aberdeen SIPP**. These costs are unknown when **plans** start and **we** need to make assumptions about future costs when setting our charges.

8.15

As a result of a review of our assumptions and overall costs, **we** may adjust the balance in the level of and mix of charges (and any discount) for existing customers. **We** will only make these adjustments if **we** have reasonable grounds to do so.

8.16

For the purposes of section 8.15, 'reasonable grounds' include:

- a. simplifying the charging structure for existing and new customers;
- b. making reasonable adjustments to set an appropriate level of charges for members of the scheme who are using different options and services;
- c. reflecting increases in the costs of providing the Aberdeen SIPP (including an appropriate proportion of the costs of the wrap platform);
- d. reflecting increases in the costs (including salary costs) in providing particular options and services available under your plan and the wrap platform;
- e. reflecting reasonable changes in the assumptions made about the future costs in providing the **Aberdeen SIPP**;
- f. reflecting reasonable changes in the assumptions made about the future costs in providing particular options or services available under your plan; and
- g. responding to changes in the **wrap platform**, including the services offered via the **wrap platform** and its use.

8.17

The adjustments to the charges mentioned in sections 8.15 and 8.16 may include changes to both the levels of the monetary charges and the fund based charges as well as changes to the level of any discounts. Subject to sections 16.9 and 16.10 of the **client terms and conditions** for wrap services, we will give you 3 months' notice before the adjustments take effect.

Fund based charges on mutual funds

8.18

The fund based charges on **mutual funds** are described in sections 8.2 and 8.3.

8.19

The **manager** of a **mutual fund** may increase or reduce their charge and, when **we** are informed, your **financial adviser** will be notified of the change through the **wrap platform**.

Monetary charges

8.20

The charges described in sections 8.4 to 8.9 are monetary charges.

8.21

Any increases in our monetary charges will not increase our profit margins on the **Aberdeen SIPP** above reasonable levels.

8.22

We may also introduce new monetary charges:

- a. for new options or services; or
- b. for additional administration costs imposed on us or which **we** couldn't have reasonably anticipated at the start of the **plan**.

Where, as a result of a review under section 8.14, we increase the monetary charges or add new ones in order to cover additional administration costs, we will give you 3 months' notice before the change takes effect.

8.23

VAT is payable on some or all of the monetary charges. It will not be shown as a separate charge in your statements or **personal illustrations**. **We** will pay VAT on your behalf and have adjusted our profit margin in order to do so. As a result, **we** will not automatically pass on any increase or decrease in VAT and will not notify **you** of VAT changes (including where a monetary charge which is currently exempt becomes subject to VAT) as they won't impact the level of charges **you** pay. **We** reserve our right to review and increase our monetary charges for the reasons set out in section 8.16.





Adviser Charges

8.24

You can pay for the services of your financial adviser in two ways. Firstly you can agree to pay a fee to your financial adviser directly or secondly, you can ask us to facilitate the payment of an adviser charge to your financial adviser on your behalf. If you choose the second option and we agree to facilitate the payment of an adviser charge on your behalf, we, acting as platform provider, will deduct the adviser charge from your wrap cash account (from outside your plan). Alternatively, we, acting as scheme administrator, will deduct the appropriate account within your Aberdeen SIPP (from within your plan), as instructed by your financial adviser. We do not have to agree to facilitate the payment of adviser charges and **we** reserve the right to refuse to do so, for any reason. Section 19 of the client terms and conditions for wrap services and the charging schedule provide more information on adviser charges. Please note that we are not responsible for setting the amount of the adviser charge. This is a private matter between you and your financial adviser and we won't get involved in any dispute between you and your financial adviser.

8.25

Sections 8.26 to 8.30 explain how your **financial adviser**'s remuneration will impact upon your **plan** if **we** agree to facilitate the payment of adviser charges from your **plan**.

Adviser charges: regular payments

8.26

You can ask us to pay a 'regular initial adviser charge' to your financial adviser in relation to a regular payment into your plan. You can decide to pay a 'regular initial adviser charge' as a fixed amount in sterling only. If we agree to facilitate the payment of a 'regular initial adviser charge' on your behalf, we will deduct this from your plan, as instructed by your financial adviser. We will show the level of the 'regular initial adviser charge' in the adviser charge confirmation letter that we send you. If there are insufficient funds to pay the 'regular initial adviser charge', we will sell investments in accordance with section 6.6.

Adviser charges: single or transfer payment

8.27

You can ask us to pay an 'initial adviser charge' to your financial adviser in relation to single and/or transfer payments into your plan. You can decide to pay an 'initial adviser charge' as a fixed amount in sterling or as a percentage of the relevant single and/or transfer payments. If we agree to facilitate the payment of an 'initial adviser charge' on your behalf, we will deduct this from the SIPP cash account, as instructed by your financial adviser. We will show the level of the 'initial adviser charge' in the adviser charge confirmation letter that we send you.

Adviser charges: ongoing services

8.28

You can ask us to pay an 'ongoing adviser charge' to your financial adviser for their ongoing services in connection with your Aberdeen SIPP. You can decide to pay an 'ongoing adviser charge' as a fixed amount in sterling or as a percentage of the value of your plan. If we agree to facilitate the payment of an 'ongoing adviser charge' on your behalf, we will deduct this from the SIPP cash account or from the wrap cash account as instructed by your financial adviser. We will show the level of the 'ongoing adviser charge' in the adviser charge confirmation letter that we send you. If you have chosen to pay the ongoing adviser charge from the SIPP cash account and there are insufficient funds to pay the 'ongoing adviser charge' from the SIPP cash account, we will sell investments in accordance with section 6.6.

Adviser charges: income drawdown

8.29

You can ask us to pay an 'initial adviser charge' to your financial adviser for their services in connection with you taking income drawdown from your plan (including £0 income) for the first time. You can decide to pay an 'initial adviser charge' as a fixed amount in sterling only. If we agree to facilitate the payment of an 'initial adviser charge' on your behalf, we will deduct this from your drawdown pot, as instructed by your financial adviser. We will show the level of the 'initial adviser charge' in the adviser charge confirmation letter that we send you.

Ad hoc adviser charges

8.30

You can ask us to pay an 'adhoc adviser charge' to your financial adviser for their miscellaneous services in connection with your plan from time to time. You can decide to pay an 'adhoc adviser charge' as a fixed amount in sterling only. If we agree to facilitate the payment of an 'adhoc adviser charge' on your behalf, we will deduct this from the SIPP cash account, as instructed by your financial adviser. We will show the level of the 'adhoc adviser charge' in the adviser charge confirmation letter that we send you. We won't pay an 'adhoc adviser charge' if there is not enough value in your SIPP cash account at the time the charge is due.

Miscellaneous charges

8.31

Section 4.8 describes the charges that apply if a cheque or direct debit is rejected after **we** have used it to buy investments.

9. Benefits at pension date



9.1

As explained in section 2.2, each time **you** ask us to start paying **you benefits** from a part of your **plan**, **we** will apply a **pension date** to it. A **pension date** can be applied to all (or part) of your **savings pot**.

9.2

Any **pension date you** choose cannot be earlier than the 'normal minimum pension age' (which has been 55 since 6 April 2010 and is due to rise to 57 in 2028) unless:

- a. **you** have transitional rights to a protected pension age (which is the mechanism set up by **HMRC** when they simplified the pensions tax regime from 6 April 2006 to protect rights built up before that date) and **you** satisfy the conditions in the **rules**. If **you** think that **you** may qualify, please speak to your **financial adviser**; or
- b. we are satisfied that you are, and will continue to be, incapable of carrying on your occupation because of physical or mental impairment. (In this case you must provide medical evidence to show that you have become incapable of carrying on that occupation and are unlikely to return to it).

To find out more about protected pension ages and early retirement **pension dates** due to ill health please contact your **financial adviser**.

9.3

There's no maximum **pension date**. But if **you** die aged 75 or older, any death benefit paid from your **plan** will be taxed (see sections 10.6 and 11.6).

9.4

Any **pension date** cannot be earlier than the date **we** receive your instructions. If assets need to be sold to provide a **tax-free lump sum**, any **pension date** can't be earlier than the date on which the sale proceeds are available in the **SIPP cash account**.

Taking benefits from pension date

9.5

At a **pension date you** may, subject to the conditions set out in the rest of section 9, choose the following **benefits**:

- a. a **tax-free lump sum** plus income drawdown (including £0 income or, in the case of **flexible drawdown**, any amount of income up to a full encashment);
- b. a tax-free lump sum plus an annuity;
- c. income drawdown only;
- d. an **annuity** only; or
- e. an uncrystallised funds pension lump sum

9.6

You will normally be able to take a tax-free lump sum from your savings pot at pension date. For every £1 of tax-free lump sum you take, you must normally move a further £3 out of your savings pot and

- a. use it to buy an **annuity** (as described in sections 9.28 to 9.31); or
- b. add it to your drawdown pot.

Alternatively, **you** can take the full amount that's moved out of your **savings pot** as an **uncrystallised funds pension lump sum**, 25% of which would be tax-free.

If you have never taken income drawdown from your plan before, we will only allow you to start income drawdown if we consider that your plan is large enough for income drawdown and your financial adviser has confirmed to us that income drawdown is suitable for you. You can find out about the current basis on which we decide if a plan is large enough for us to administer income drawdown from your financial adviser. You should speak to your financial adviser to see if income drawdown is suitable for you.

Tax-free lump sum

9.7

You can't take a tax-free lump sum at pension date if the whole of that part of your plan to which the pension date is applied represents a disqualifying pension credit. (This applies on divorce if you receive a share of a pension held by your former husband, wife or civil partner that is already providing benefits). A disqualifying pension credit has to be held in a separate arrangement. You will therefore have to open a separate wrap account and a new Aberdeen SIPP to receive a disqualifying pension credit. Please contact your financial adviser for more information.

The maximum tax-free lump sum is normally 25% of the value of the part of your plan from which the tax-free lump sum is being paid (excluding any disqualifying pension credit). A higher amount may be available if you have transitional rights (which is the mechanism set up by HMRC when they simplified the pensions tax regime from 6 April 2006 to protect rights built up before that date). A lower percentage may, however, apply with one form of transitional rights. If you think that transitional rights might apply to you, please contact your financial adviser.

You can't take a tax-free lump sum from a transfer payment of a drawdown pension fund received from another scheme.

9.8

You must ensure that your financial adviser takes all required actions so that there are sufficient funds available in the SIPP cash account to pay the lump sum. Your financial adviser must use the wrap platform to sell investments on your behalf, as explained in section 6.5. If your financial adviser fails to do so, we reserve the right to delay payment of the lump sum or to sell investments on the basis described in sections 6.6.

Income drawdown

9.9

You can take income drawdown from some or all of your drawdown pot. Income drawdown can either be 'capped' drawdown or 'flexible' drawdown. Sections 9.12 to 9.16 below apply to both types of income drawdown. We can administer both types of income drawdown under the same plan but they must be administered in separate arrangements. If you take any income from a flexible drawdown arrangement this will count as flexibly accessing your benefits and you will become subject to the money purchase annual allowance.

9.10

If you have flexible drawdown, you can take income from your drawdown pot with no HMRC restrictions on the amount you can withdraw. However, if your plan is mostly invested in illiquid assets you must keep a reasonable amount in the SIPP cash account to pay the charges detailed in section 8.

If you take flexible drawdown, you get a money purchase annual allowance of £10,000 (as explained in section 4.21 above).

Also, if the value of your **plan** drops below a level at which it would normally be cost-effective for us to administer it, **we**'ll contact **you** to discuss an appropriate timescale for **you** to encash the balance of your **plan**.

9.11

If you have capped drawdown, you can take income from your drawdown pot up to the maximum income set out in the rules (as explained in sections 9.17 to 9.22 below). Taking capped drawdown from your plan does not affect your annual allowance.

Capped drawdown is only available from a pre 6 April 2015 drawdown pension fund transferred in from another scheme. Capped drawdown is no longer available as a new option in an arrangement.

If you have capped drawdown in an arrangement, you can ask us to convert it to flexible drawdown. If you're considering converting from capped drawdown to flexible drawdown, you should discuss this with your financial adviser.

9.12

You can increase, decrease, stop and restart your income at any time. If **you** want to change the level of your income, **you** must tell **us** at least 5 **business days** before the next payment date.

9.13

You or your financial adviser can also ask us to make additional one-off payments from time to time. We may not agree to a one-off payment if the amount is too small to be cost-effective for us to process or if the number of requests means that you should ask for (or increase) your regular income. If you have any questions about this please speak to your financial adviser.

9.14

We will pay your income in monthly instalments unless **you** ask **us** to pay it every 3 months, every 6 months or once a year. The same payment frequency must apply to all regular income paid from your **drawdown pot**. **We** will stop paying your income when **you** die.

You can choose the day of the month on which **you** would like us to pay your income, excluding the 29th, 30th and 31st days. All regular income from all of your **drawdown pot** must be paid on the same payment dates.

9.16

We will pay your income from the SIPP cash account. Before your holding in the SIPP cash account becomes insufficient to allow us to make the required payment, you must ensure that your financial adviser uses the wrap platform to sell investments as explained in section 6.5. If your financial adviser fails to do so we will sell investments on the basis described in sections 6.6.

Capped drawdown limits

9.17

The maximum income is set out in the rules. Each capped drawdown arrangement has its own maximum income and its own income year.

9.18

When taking income as **capped drawdown**, **you** ask for a gross payment (which is the amount **you** withdraw before tax is deducted). Your gross payment can be expressed as a set sum of money (including $\mathfrak{L}0$). It cannot be expressed as a percentage of your **maximum income**.

9.19

If **you** increase, decrease, stop or restart your income or take any additional one-off payments within an **income year**, **you** must keep within the **maximum income**.

9.20

The **maximum income** is recalculated for the **regular review date** and then yearly for the start of each **income year** that falls on or after your 75th birthday. The **maximum income** could increase or decrease each time it's recalculated.

9.21

The maximum income is also recalculated if there's a movement from the savings pot to the drawdown pot, if you use part of your drawdown pot to buy an annuity, or if we use any part of your drawdown pot to provide a transfer payment for your ex-spouse or former civil partner under a pension sharing order.

9.22

For more information, please see the definitions of **maximum income**, **regular review date** and **income year** in the glossary in the annex.

Taking a regular tax-free lump sum

9.23

You can ask us to pay you a regular amount which is fully or partly made up of a tax-free lump sum. We call this option 'tailored drawdown' and it's available if your plan has flexible drawdown.

Tailored drawdown is not available if **you** have a protected lifetime allowance or protected or restricted rights to a **tax-free lump sum**.

9.24

Where we agree to provide tailored drawdown to you, we automatically apply a pension date whenever a tax-free lump sum is needed to provide all or part of the amount you've asked for. This means that, as well as moving your tax-free lump sum out of the savings pot, we also move an amount equal to three times that sum out of the savings pot and into the drawdown pot. All tax-free lump sums moved out of the savings pot is tested against your lump sum allowance. You must tell us if you take tax-free lump sums from any other pension provider so that we can tell if you have exceeded your lump sum allowance.

9.25

If you choose tailored drawdown, you can ask for

- a. a regular tax-free lump sum only; or
- b. a regular **tax-free lump sum** plus a regular amount of taxable income.

The taxable income is paid from the **drawdown pot**. If **you** take any money from the **drawdown pot** this counts as **flexibly accessing** your pension rights and **you** get a **money purchase annual allowance** of £10,000 (as explained in section 4.21).

Where you have asked for a regular tax-free lump sum only and we can reasonably anticipate that your savings pot is going to be too small to support your next payment, we'll suspend the payment and contact you for your agreement before we start using your drawdown pot to provide the amount you require.

9.26

We explain in section 9.16 how we provide the taxable income. You need to keep sufficient funds in the SIPP cash account to meet expected payments. If you or your financial adviser repeatedly fail to top up the money in the SIPP cash account, you will no longer be eligible for tailored drawdown.

We'll stop providing tailored drawdown if:

- a. you ask us to stop;
- b. you only invest in off-platform assets;
- c. there is nothing left in your savings pot;
- d. you have no entitlement to a tax-free lump sum left; or
- e. there is insufficient money in your **SIPP cash account** and there are insufficient investments that can be sold.

However, **you** can continue to take an income, without a tax-free lump sum, from your **drawdown pot**.

Buying an annuity

9.28

You can ask us to buy an annuity at the pension date, or to use all (or part) of your drawdown pot to buy an annuity after taking income drawdown.

9.29

You can ask us to buy the annuity from any insurance company. You can choose any type of annuity that is allowed by the rules.

9.30

You must tell us which assets **we** should sell to provide the **annuity** purchase price.

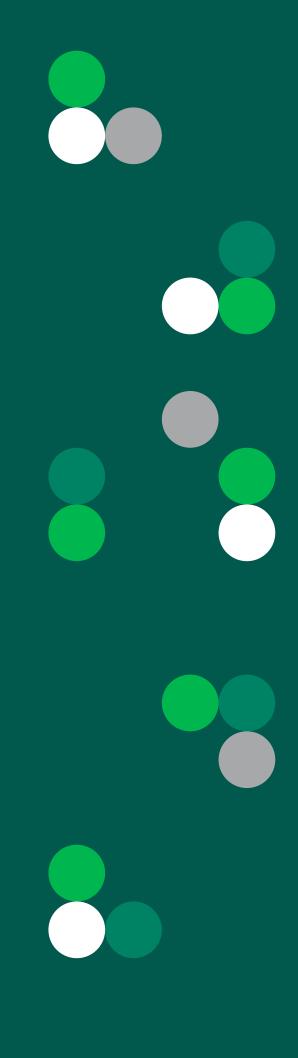
9.31

If **you** intend to use all of your **plan** (less any amount paid out as a lump sum) to buy an **annuity**, **we** will deduct from the **annuity** purchase price any administration charges under sections 8.5 and 8.6 that would've been due on the next **yearly charge date** before **we** purchase the **annuity**.

Serious ill-health lump sum

9.32

If we receive satisfactory evidence from a registered medical practitioner that you are expected to live for less than one year, you may have the option of taking the proceeds of your savings pot as a lump sum. If you are aged 75 or older, the lump sum is subject to income tax at your marginal rate. The lump sum must satisfy the conditions set out in the rules. For more information on this please contact your financial adviser.



10. Death benefits from your savings pot

10.1

This section describes the death benefits that are payable from your **savings pot**. After **we** are notified of your death **we** will normally:

a. sell all of the assets held for you under the scheme; andb. pay the cash proceeds into the SIPP cash account

before distributing them to your **beneficiaries** or using them to provide a pension for your **beneficiaries**.

We'll deduct from your **plan** any yearly administration charge (described in section 8.5) which was due to be paid on the next **yearly charge date**. **We** will continue deducting a yearly administration charge for each **plan** year that starts after your death until the death benefits are settled.

Lump sum death benefit

10.2

We may pay a lump sum death benefit from your savings pot. We will decide who should receive a lump sum death benefit, and how much, from the list of beneficiaries described in the rules. You can help us make this decision by giving us, prior to your death, the names of the nominees to whom you would like us to pay the lump sum death benefit. These can include the trustees of any trust that you have set up. We will take your views into consideration but we are not obliged to follow them unless you have given us a binding instruction to pay the lump sum death benefit to the Aberdeen bypass trust, or if you previously had a wrap SIPP operated by **Standard Life** and **you** gave **Standard** Life a binding instruction to pay the lump sum benefit to the **Standard Life** bypass trust. If **you** provided us with an Aberdeen SIPP Death Benefits Nomination form and you or your financial adviser inform us of changes to the primary beneficiaries after you had sent us the form, this will override the nomination of the primary beneficiaries in your original form. It will not change any other details in the form unless you tell us otherwise.

A beneficiary who is an individual can ask us to provide a pension (as explained in section 12.4) instead of receiving a lump sum death benefit. (If you die leaving any surviving dependants or nominees, a beneficiary who is not a dependant or nominee cannot ask for a pension.)

Beneficiary's pension

10.3

We will provide a pension for your beneficiary if:

- a. your **beneficiary** has asked us to do so instead of receiving a lump sum death benefit under section 10.2;
- b. you have instructed us to use some or all of your savings pot to provide a pension for one or more of your beneficiaries on your death.

However, we won't provide a pension for anyone who is not a dependant or nominee unless you die leaving no surviving dependants or nominees. We also won't provide a pension for anyone who is not eligible to open a wrap account.

10.4

A beneficiary can ask for:

- a. a beneficiary's drawdown plan to take income drawdown from your date of death under sections
 12.2 to 12.15 (with flexible drawdown it can still be fully encashed and paid out as a one-off income payment); or
- b. an **annuity** payable to them from any **insurance company** as long as it's allowed under the **rules**.

They can transfer their **beneficiary's drawdown plan** in accordance with section 13.6.

10.5

We won't agree to a **beneficiary** taking income drawdown under the **Aberdeen SIPP** unless they have:

- a. appointed a financial adviser; and
- b. agreed to be bound by these **terms**.



Taxation of death benefits

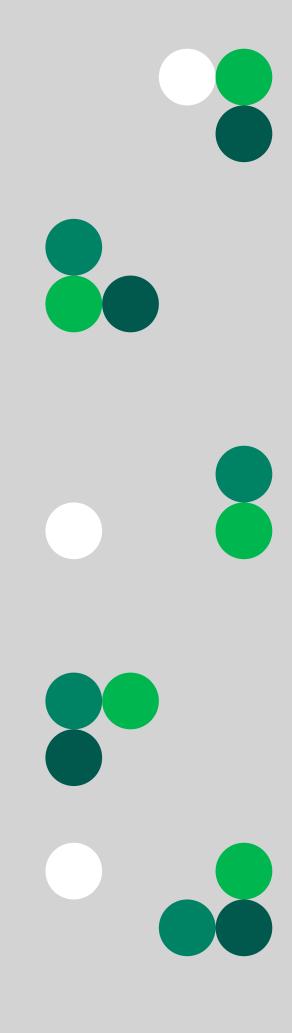
10.6

If you die under age 75 and your death benefits are settled within two years of notification of your death, any death benefit paid from your savings pot is tested against your remaining lump sum and death benefit allowance. Any lump sum death benefit that exceeds this limit is subject to income tax at your beneficiary's marginal rate. We're not responsible for doing this test or for deducting the tax. The rest of the lump sum death benefit and any income drawdown or annuity payments are tax-free.

If you die under age 75 and your death benefits are not settled within two years or notification of your death, any lump sum death benefit paid from your savings pot is subject to income tax at your beneficiary's marginal rate. If the recipient is not an individual, it is subject to a 45% tax charge. We'll deduct the tax before paying it out. Any income drawdown or annuity payments are also subject to income tax at your beneficiary's marginal rate.

If **you** die aged 75 or older, any lump sum death benefit paid from your **savings pot** is subject to income tax at your **beneficiary**'s **marginal rate**. If the recipient is not an individual, it is subject to a 45% tax charge. **We**'ll deduct the tax before paying it out. Any income drawdown or **annuity** payments are also subject to income tax at your **beneficiary**'s **marginal rate**.

If **you** die leaving no surviving **dependants** and **we** pay a lump sum death benefit to a charity nominated by **you**, that lump sum death benefit won't generally be subject to tax. For more information, please see our `Guide to pensions tax relief and limits' (ADV446).



11. Death benefits from the drawdown pot



11.1

This section describes the death benefits that are payable from your **drawdown pot**.

After **we** are notified of your death **we** will normally:

- a. sell all of the assets held for you under the scheme; and
- b. pay the cash proceeds into the $\mbox{\it SIPP}$ $\mbox{\it cash}$ $\mbox{\it account};$

before distributing them to your **beneficiaries** or using them to provide a pension for your **beneficiaries**.

We'll deduct from your plan any yearly administration charge (described in section 8.5) and pension fund withdrawal charge (described in section 8.6) which were due to be paid on the next yearly charge date.
We'll continue deducting a yearly administration charge for each plan year that starts after your death until the death benefits are settled.

11.2

We may pay a lump sum death benefit from your drawdown pot. We will decide who should receive a lump sum death benefit, and how much, from the list of beneficiaries described in the rules. You can help us make this decision by giving us, prior to your death, the names of the nominees to whom you would like us to pay the lump sum death benefit. These can include the trustees of any trust that **you** have set up. **We** will take your views into consideration but we are not obliged to follow them unless you have given us a binding instruction to pay the lump sum death benefit to the Aberdeen bypass trust, or if you previously had a wrap SIPP operated by Standard Life and you gave Standard Life a binding instruction to pay the lump sum benefit to the **Standard Life** bypass trust. If you provided us with an Aberdeen SIPP Death Benefits Nomination form and you or your financial adviser inform us of changes to the primary beneficiaries after you had sent us the form, the changes will override the nomination of the primary beneficiaries in your original form. It will not change any other details in the form unless you tell us otherwise.

A **beneficiary** who is an individual can ask us to provide a pension (as explained in section 11.4) instead of receiving a lump sum death benefit. (If **you** die leaving any surviving **dependants** or **nominees**, a **beneficiary** who is not a **dependant** or **nominee** cannot ask for a pension.)

11.3

We will provide a pension for your beneficiary if:

- a. your **beneficiary** has asked us to do so instead of receiving a lump sum death benefit under section 11.2;
 or
- b. **you** have instructed us to use some or all of your **drawdown pot** to provide a pension for one or more of your **beneficiaries** on your death.

However, **we** won't provide a pension for anyone who is not a **dependant** or **nominee** unless **you** die leaving no surviving **dependants** or **nominees**.

11.4

A **beneficiary** can ask for:

- a. a beneficiary's drawdown plan to take income drawdown from your date of death under sections
 12.2 to 12.15 (with flexible drawdown it can still be fully encashed and paid out as a one-off income payment);
- a. an **annuity** payable to them from any **insurance company** as long as it's allowed under the **rules**.

They can transfer their **beneficiary's drawdown plan** in accordance with section 13.6.

11.5

We won't agree to a **beneficiary** taking income drawdown under the **Aberdeen SIPP** unless they have:

- a) appointed a financial adviser; and
- b) agreed to be bound by these terms.

Taxation of death benefits from the drawdown pot

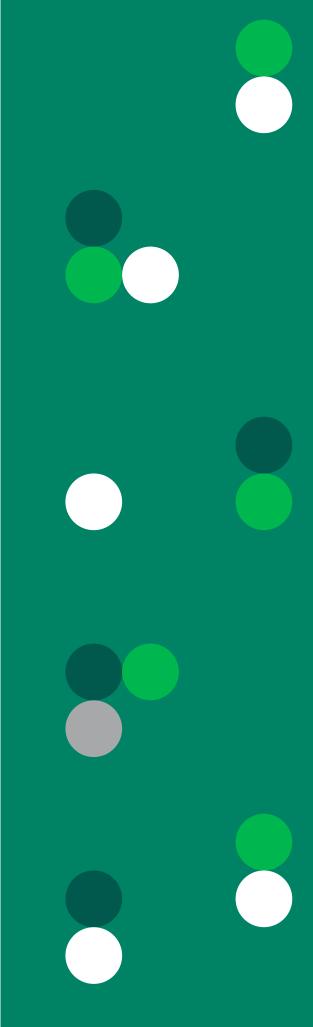
11.6

If you die under age 75, and your death benefits are settled within two years of notification of your death, any lump sum death benefit paid from your drawdown pot that dates from before 6 April 2024 and any income drawdown or annuity payments are normally tax-free. Any lump sum death benefit paid from your drawdown pot that dates from 6 April 2024 onwards will be tested against your remaining lump sum and death benefit allowance. Where there is an excess this will be taxed at the marginal rate of the beneficiary who receives it. We're not responsible for doing this test or for deducting the tax. The rest of the lump death benefit will be tax-free.

If **you** die under age 75, and your death benefits are not settled within two years of notification of your death, any lump sum death benefit paid from your **drawdown pot** is subject to income tax at your **beneficiary**'s **marginal rate**. If the recipient is not an individual, it is subject to a 45% tax charge. **We**'ll deduct the tax before paying it out. Any income drawdown or **annuity** payments are tax-free.

If you die aged 75 or older, any lump sum death benefit paid from your drawdown pot is subject to income tax at your beneficiary's marginal rate. If the recipient is not an individual, it is subject to a 45% tax charge. We'll deduct the tax before paying it out. Any income drawdown or annuity payments are also subject to income tax at your beneficiary's marginal rate.

If you die leaving no surviving dependants and we pay a lump sum death benefit to a charity nominated by you, that lump sum death benefit won't generally be subject to tax. For more information, please see our `Guide to pensions tax relief and limits' (ADV446).



12. Beneficiary's drawdown plan



12.1

A **beneficiary** or **successor** can tell us how they want their **beneficiary**'s **drawdown plan** to be invested.

12.2

A beneficiary or successor can take income drawdown from some or all of their beneficiary's drawdown plan. Income drawdown can be either 'capped' drawdown or 'flexible' drawdown. Please see section 12.4 for more information on the capped drawdown option. Sections 12.5 to 12.9 below apply to both types of income drawdown. Taking income drawdown from a beneficiary's drawdown plan won't affect a beneficiary's or successor's annual allowance.

12.3

If a beneficiary or successor has flexible drawdown, they can take income from the beneficiary's drawdown plan with no HMRC restrictions on the amount they can withdraw. However, if it is mostly invested in illiquid assets they must keep a reasonable amount in the SIPP cash account to pay the charges in section 8.

12.4

If a **beneficiary** has **capped drawdown**, they can take income from the **beneficiary's drawdown plan** up to the **maximum income** set out in the **rules** (as explained in sections 12.10 to 12.15 below). **Capped drawdown** is only available if the **beneficiary**

- a. had a beneficiary's drawdown plan in another **scheme** before 6 April 2015; and
- b. has not asked for **flexible drawdown** from that beneficiary's drawdown plan either before or since that date; and
- c. has transferred it into this **scheme**.

Capped drawdown is no longer available as a new option in a **beneficiary's drawdown plan**. It was available before 6 April 2015, when a **beneficiary** had to be a **dependant** to be eligible for **capped drawdown**.

If a beneficiary has capped drawdown in a beneficiary's drawdown plan, they can ask us to convert it to flexible drawdown. If they're considering converting from capped drawdown to flexible drawdown, they should discuss this with their financial adviser.

12.5

A **beneficiary** or **successor** can increase, decrease, stop and restart their income at any time. If they want to change the level of their income, they must tell us at least 5 **business days** before the next payment date.

12.6

A **beneficiary** or **successor** can also ask us to pay additional one-off payments from time to time. **We** may not agree to make a one-off payment if the amount is too small to be cost-effective for us to process or if the number of requests means that they should ask for (or increase) their regular income.

12.7

We will pay their income in monthly instalments unless they ask us to pay it every 3 months, every 6 months or once a year. Unless **we** agree otherwise, the same payment frequency must apply to all regular income paid from all of the **beneficiary**'s **drawdown plans** set up for that **beneficiary** or **successor**.

12.8

A beneficiary or successor can choose the day of the month on which they'd like us to pay their income, excluding the 29th, 30th and 31st days. Unless we agree otherwise, all regular income from all beneficiary's drawdown plans set up for that beneficiary or successor must be paid on the same payment dates.

12.9

We will pay a beneficiary's or successor's income from the SIPP cash account. It's their financial adviser's responsibility to ensure that there are sufficient funds available in the SIPP cash account to make the required payment. Their financial adviser must use the wrap platform to sell investments on their behalf, as explained in section 6.5. If their financial adviser fails to do so we will sell investments on the basis described in section 6.6

Capped drawdown limits

12.10

The maximum income is set out in the rules. Each beneficiary's drawdown plan has its own maximum income and its own income year.

12.11

When taking income as **capped drawdown**, a **beneficiary** asks for a gross payment (which is the amount they withdraw before tax is deducted). Their gross payment can be expressed as a set sum of money (including £0). It cannot be expressed as a percentage of their **maximum income**.

12.12

If a **beneficiary** increases, decreases, stops or restarts their income or takes any additional one-off payments within an **income year** they must keep within the **maximum income**.

12.13

The maximum income is recalculated for the regular review date and then yearly for the start of each income year that falls on or after the beneficiary's 75th birthday. The maximum income could increase or decrease each time it's recalculated.

12.14

The maximum income is also recalculated if a dependant uses part of their beneficiary's drawdown plan to buy an annuity under section 12.16. If we use all of the beneficiary's drawdown plan to buy an annuity, we'll deduct any administration charge under sections 8.4 and 8.5 that would've been due on the next yearly charge date from the annuity purchase price.

12.15

For more information, please see the definitions of maximum income, regular review date and income year in the glossary in the annex of this document.



Buying an annuity

12.16

A beneficiary or successor can ask us to use all (or part) of a beneficiary's drawdown plan to buy an annuity.

12.17

They can ask us to buy the **annuity** from any **insurance company**. They can choose any type of **annuity** that is allowed by the **rules**. For further information, please consult your **financial adviser**.

12.18

They must tell us which investments **we** should sell to provide the **annuity** purchase price.

12.19

If we use all of the beneficiary's drawdown plan to buy an annuity, we will deduct any administration charges under sections 8.4 and 8.5 that would've been due on the next yearly charge date from the annuity purchase price.

Death of beneficiary or successor in drawdown

12.20

After **we**'re notified of a **beneficiary**'s or a **successor**'s death **we**'ll normally:

- a. sell all of the assets held for them under the scheme;
 and
- b. pay the cash proceeds into the SIPP cash account;

before distributing them to the **successors** of the deceased **beneficiary** or **successor** or using them to provide a pension.

12.21

If a beneficiary or a successor dies before all of the beneficiary's drawdown plan has been exhausted, we may pay a lump sum death benefit from that beneficiary's drawdown plan. We'll decide who should receive a lump sum death benefit, and how much, from the list of beneficiaries described in the rules. A beneficiary or a successor can help us make this decision by giving us the names of the successors to whom they'd like us to pay the lump sum death benefit. We'll take their views into consideration but we're not obliged to follow them.

A successor who is an individual can ask for a pension (as explained in sections 12.23 to 12.24) instead of receiving a lump sum death benefit. (If a beneficiary or successor has nominated any successors, a successor chosen by us cannot ask for a pension instead of a lump sum death benefit.)

12.23

We'll provide a pension for a successor if:

- a. that **successor** has asked us to do so instead of receiving a lump sum death benefit under section 12.21; or
- a beneficiary or a successor has instructed us to use some or all of their beneficiary's drawdown plan to provide a pension for one or more successors on their death. However we won't provide a pension for a successor chosen by us if a beneficiary or successor has nominated other successors.

12.24

A **successor** can ask us for:

- a. a beneficiary's drawdown plan to take income drawdown under sections 12.2 to 12.9 (with flexible drawdown it can still be fully encashed and paid out as a one-off income payment); or
- b. an **annuity** payable to them under sections 12.16 to 12.19.

They can transfer their **beneficiary's drawdown plan** in accordance with section 13.6.

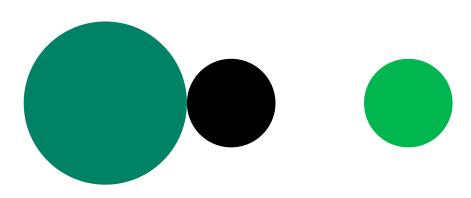
Taxation of death benefits from the beneficiary's drawdown plan

12.25

If a beneficiary or a successor dies under age 75, and their beneficiary's drawdown plan is settled within two years of notification of their death, any income drawdown or annuity payments are tax-free. Where a lump sum is paid from funds in the beneficiary's drawdown plan that were added into drawdown before 6 April 2024 these are tax-free. Any lump sum death benefit paid from funds that were added into drawdown after 6 April 2024 onwards will be tested against the beneficiary or successor's remaining lump sum and death benefit allowance. Where there is an excess this will be taxed at the marginal rate of the beneficiary who receives it. We're not responsible for doing this test or for deducting the tax. The rest of the lump sum death benefit will be tax-free.

If a **beneficiary** or a **successor** dies under age 75, and their **beneficiary**'s **drawdown plan** is not settled within two years of notification of their death, any lump sum death benefit paid from that **beneficiary**'s **drawdown plan** is subject to income tax at the successor's marginal rate. If the recipient is not an individual, it is subject to a 45% tax charge. We'll deduct the tax before paying it out. Any income drawdown or annuity payments are tax-free.

If a beneficiary or a successor dies aged 75 or older, any lump sum death benefit paid from their beneficiary's drawdown plan is subject to income tax at the successor's marginal rate. If the recipient is not an individual, it is subject to a 45% tax charge. We'll deduct the tax before paying it out. Any income drawdown or annuity payments are subject to income tax at the successor's marginal rate.



13 Transfers to another scheme



13.1

You can ask us to transfer all or part of your plan to:

- a. another registered pension scheme; or
- b. a qualifying recognised overseas pension scheme.

If **you** ask us to transfer only part of your **plan**, **we** may not agree to the transfer if, in our reasonable opinion, it wouldn't be cost-effective for us to process the transfer or to administer the part of your **plan** that's left behind.

If the transfer is to a **qualifying recognised overseas pension scheme**, and **you** exceed the overseas transfer allowance, **we** will deduct any charge that will apply. Additional tax charges may apply.

13.2

If we transfer any part of your drawdown pot, we will give the administrator of the receiving scheme the following details in respect of each arrangement:

- a. whether you have flexibly accessed your benefits;
- b. the type of income drawdown you have taken; and
- c. in respect of capped drawdown only, the income year, the next regular review date (if applicable), the maximum income for the current income year (and the next income year if we have already calculated this) and the amount of income you have already received in the current income year. The whole drawdown pot in an arrangement must be transferred to the same receiving scheme.

13.3

If you want to transfer only part of your plan, your financial adviser must tell us which investments we should sell to pay the transfer payment or which investments to transfer if section 13.9 applies. If you ask us to transfer all of your plans, we will either:

- a. sell all of the investments held for you under the plans; or
- b. transfer some of the investments and sell the rest if section 13.9 applies.

13.4

If we have to sell **listed securities** to facilitate the transfer, any transaction charge (as described in section 8.8) will be deducted from the **transfer payment**.

Where you ask us to transfer all of your plan, we will also deduct from the transfer payment any yearly administration charge and pension fund withdrawal charge (described in sections 8.5 and 8.6) that would have been payable on the next yearly charge date.

Transfer Date

13.5

If you ask for a transfer under section 13.1, your financial adviser may suggest the transfer date. We will meet that date where it is reasonably practicable for us to do so. We do however need time to make sure that we comply with the requirements on transfers in the rules. And we can't make a transfer until we have sold the assets that we need to sell to provide the transfer payment.

13.6

A **beneficiary** or **successor** can ask us to transfer any of their **beneficiary**'s **drawdown plans** to:

- a. another registered pension scheme; or
- b. a qualifying recognised overseas pension scheme.

A beneficiary or successor must transfer the whole of a beneficiary's drawdown plan less any charges that apply. They may suggest the transfer date. We will meet that date where it is reasonably practicable for us to do so. We do however need time to make sure that we comply with the requirements on transfers in the rules. And we can't make a transfer until we have sold the assets that we need to sell to provide the transfer payment.

If we transfer a beneficiary's drawdown plan, we will give the administrator of the receiving scheme the details of the beneficiary and the beneficiary's drawdown plan which we are required to give.

A beneficiary may have multiple beneficiary's drawdown plans within the scheme. They can transfer some or all of them. We will sell the investments in the relevant beneficiary's drawdown plans to provide the transfer payment. Alternatively, if section 13.9 applies, we will transfer the relevant investments out of the scheme.

13.8

We will deduct from the transfer payment any yearly administration charge and pension fund withdrawal charge (described in sections 8.6 and 8.7) that would have been payable on the next yearly charge date.

13.9

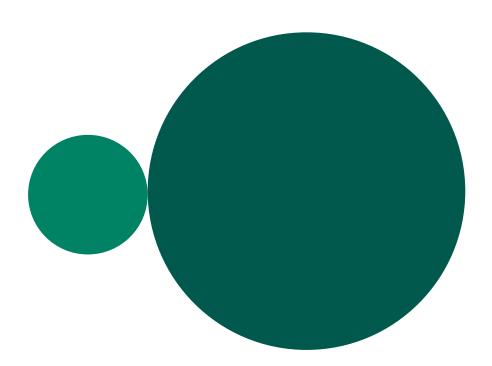
Instead of us selling investments under section 13.3 or 13.7, you (or a beneficiary or successor) can ask us to transfer the ownership of selected investments from the trustee to the trustees of the receiving scheme. This does not apply to your holding in the SIPP cash account. You must sell sufficient investments to meet any charges or tax if you don't already have enough money in your holding in the SIPP cash account.

13.10

If we receive a pension sharing order in respect of your rights under the scheme, we must comply with it. If there is insufficient money in your holding in the SIPP cash account your financial adviser will have to use the wrap platform to sell investments on your behalf as explained in section 6.5. If your financial adviser fails to do, we will sell investments on the basis described in sections 6.6 to provide the transfer payment that's required to discharge the order (and any of our costs included in the order). We will also deduct the charges described in section 13.4. We will then pay the transfer payment known as a 'pension credit' to another registered pension scheme or qualifying recognised overseas pension scheme in the name of your ex-spouse or former civil partner.

13.11

If we receive a restoration order in respect of your rights under the scheme, we must comply with it. We will sell investments on the basis described in section 6.6 to pay the proceeds that we are directed to pay under the order. We will also deduct the charges described in section 13.4.



14. Personal data

14.1

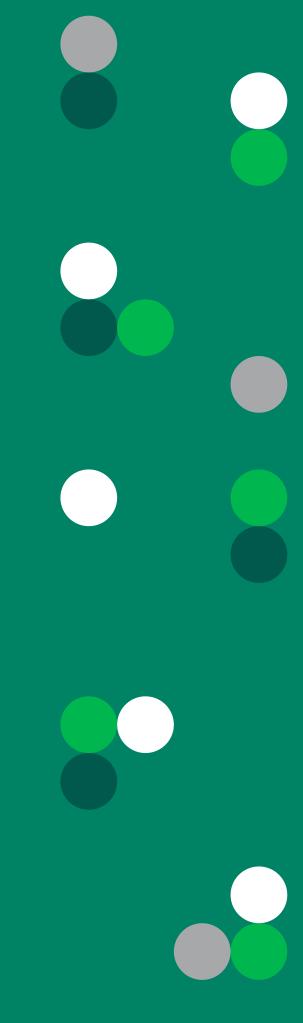
We will collect and use personal information about you and any other individual named as part of your application for an Aberdeen SIPP such as your name, date of birth and national insurance number in order to provide the Aberdeen SIPP and our services under these terms and to manage our relationship with you.

14.2

The information collected (including details of your Aberdeen SIPP) may be shared with your professional advisers, including your financial adviser or discretionary investment manager; companies in the Aberdeen Group; and other companies we work with to support us in the provision of the Aberdeen SIPP or services under these terms, including the providers of investments held in your Aberdeen SIPP. Where we consider it appropriate and lawful to do so, **we** may also share your information with other organisations. We may also transfer and disclose your personal information and any other information provided to us by you for the purposes of complying with an instruction from the FCA or other competent regulatory authority and with laws, regulations and FCA rules. We will only share your personal information, where it is lawful to do so and in line with our obligations to keep your information safe and secure.

14.3

For more information on how **we** process your personal information and what your rights are, please read our privacy policy at **aberdeenpersonal.com/en-gb/platforms-privacy** or write to the Data Protection Officer at 1 George Street, Edinburgh EH2 2LL.



15. Complaints





15.1

We have an established complaints procedure in relation to the **scheme** which conforms to the **FCA**'s complaints procedure requirements. Our complaints procedure is available from the **client engagement hub**.

15.2

If you have a concern or complaint, please call the client engagement hub or write to us (see the contact details in section 1) with full details. Please quote any relevant dates and correspondence. We will discuss your issue with you or reply to you in writing and attempt to resolve it. If we cannot resolve your complaint in this manner please write to us stating the nature of the complaint.

15.3

We will record details of your complaint centrally and make sure your complaint is thoroughly investigated by someone who's been trained in complaint handling.

15.4

We will aim to issue you with an acknowledgment letter together with a copy of our complaint handling procedure within 5 business days of the day we receive your complaint. We will also aim to provide you with regular updates at intervals of not greater than 20 business days.

15.5

Within eight weeks of receiving your complaint **we** will send one of the following two responses:

- a. a final written response in which either we offer you a remedy, whether or not we accept your complaint or we reject your complaint and give you our reasons for doing so. This letter will include a copy of the Financial Ombudsman Service's standard explanatory leaflet and inform you that if you remain dissatisfied with our response, you may refer your complaint to the Financial Ombudsman Service within 6 months; or
- b. an interim written response which will explain why we are not in a position to make a final written response, and indicate when we expect to be able to provide you with one. This letter will also inform you that you can refer your complaint to the Financial Ombudsman Service and will include a copy of the Financial Ombudsman Service's standard explanatory leaflet.

15.6

The Financial Ombudsman Service is an independent service set up by the UK parliament to resolve disputes between consumers and businesses providing financial services. This service is free to consumers.

15.7

Complaining to the Financial Ombudsman Service will not affect your rights. In general, **you** have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service. The fact that **we** have categorised **you** as a retail client does not necessarily mean that **you** will be eligible to refer any complaints **you** might have about **us** to the Financial Ombudsman Service. Further information about the Financial Ombudsman Service may be found at **www.financial-ombudsman.org.uk**.

16. General



16.1

These **terms** are governed by the applicable **UK** law which is determined by where **you** live in the **UK** at the date of application for your **Aberdeen SIPP**. These **terms** are subject to the **rules** of the **scheme**.

16.2

You and **we** will submit to the non-exclusive jurisdiction of the courts of the applicable **UK** country (as set out in section 16.1) in relation to any claim or dispute arising under these **terms**.

16.3

Any payments made by **you**, your employer or a third party to your **plan** under section 4 must be paid in sterling. Any payments **we** make to **you**, to your **beneficiaries** or **successors** or to another scheme under sections 9 to 13 must also be in sterling.

16.4

Before making any payments to **you** or a **beneficiary** or **successor** under sections 9 to 12, **we** will deduct any tax that the **trustee** or **scheme administrator** may be required to pay to **HMRC**.

16.5

If we find out that the date of birth you (or your dependant) gave us is incorrect, we will adjust the benefits appropriately.

16.6

The notices that either **we** or **you** are required to send under these **terms** must be in writing but can be sent either by email or by pre paid post to your last notified address or our address as shown in section 1.

If a notice is served by pre paid post, it will be deemed delivered five **business days** after being posted. In proving such notice it will be enough to prove that the envelope containing the notice was properly addressed, stamped and posted.

You will be deemed to have consented to receiving notices by email if you or your financial adviser has provided us with your email address in relation to your wrap account. If a notice is served by email, it will be deemed delivered on the day it was sent provided no non-delivery message is received by the sender.

A copy of all the notices sent to **you** regarding your **Aberdeen SIPP** or the **wrap platform** will be sent to your **financial adviser** by email.

Regardless of the preferred method of communication, if **we** are required by law or applicable regulations in the **UK** to issue specific documents to **you** directly by post, **we** shall do so.

We consider emails to have the same status as documents sent by post. You agree not to contest the validity or enforceability of an email which relates to a transaction. You also expressly agree not to use the absence of a printed or hand written document as an excuse not to comply with your obligations under these terms.

Please note that there is no guarantee that the content of any email sent will be received, or that the contents of any such message will remain private or unaltered during sending.

We accept no liability for any damages that **you** or others may suffer as a result of the alteration or loss of confidentiality of any emailed information or electronic message.

We reserve the right to monitor the use and content of emails which are sent from and received by us for the purposes of ensuring compliance with our own email policy, and identifying and taking action against unlawful or improper use of our systems.

We virus scan all emails but will not be responsible for any damage caused by a virus or alteration by a third party after it is sent. **We** recommend that **you** employ reasonable virus detection and protection measures when accessing emails from us.

Your right to cancel

16.7

If you have an option under the FCA rules to change your mind about setting up your plan or exercising an option, for example, to take income drawdown under your plan, we will inform you about the option and how long it lasts. If you exercise such an option and we refund any adviser charges that we have paid to your financial adviser, on your behalf, you may still be liable to pay these charges to your financial adviser. Our key features document sets out your cancellation rights and when we can deduct investment losses from a refund of payments.

If **you** have any questions or if **you** wish to see the trust deed and the **rules**, our contact details are in section 1. Our complaints procedure is described in section 15.

16.9

You will receive yearly statements from us showing payments into the **scheme** and the value of your **plan**.

16.10

MoneyHelper is here to make your money and pension choices clearer. Providing impartial help, MoneyHelper is backed by government and free to use. Visit moneyhelper.org.uk for more information.

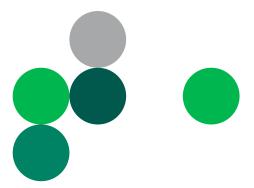
16.11

The Pensions Ombudsman can investigate and rule on any complaint of maladministration or dispute of fact or law in relation to your **plan**. **You** can contact the Pensions Ombudsman at the Office of the Pensions Ombudsman, 10 South Colonnade, Canary Wharf, London E14 4PU or **you** can find more information at: **www.pensions-ombudsman.org.uk**.

16.12

Cash and investments in your **Aberdeen SIPP** may be eligible for cover under the FSCS. For information on the compensation available under the FSCS, please ask your **financial adviser**, refer to the **key features document** for **Aberdeen SIPP** or contact FSCS at **www.fscs.org.uk** or 0800 678 1100. Please note call charges may vary.

Please also note that the fact that **we** have categorised **you** as a retail client does not necessarily mean that the **trustee** will be eligible to claim compensation from the FSCS on your behalf.



16.13

We can make reasonable and appropriate changes to these **terms** (or issue a replacement set of **terms** and conditions in their place) at any time while these **terms** are in force:

- a. if the conditions for tax exemption of the **scheme** change; or
- b. if the legal or regulatory requirements applying to the **scheme**, the **trustee** or the **scheme administrator** change; or
- c. if the legal or regulatory requirements applying to the **wrap account** or any **wrap product**s changes; or
- d. if decisions of the Financial Ombudsman Service or the Pensions Ombudsman need to be reflected in these **terms**; or
- e. if new industry guidance and codes of practice which are there to raise standards of consumer protection need to be reflected in these **terms**; or
- f. if it becomes impossible or impracticable, in our reasonable opinion, to carry out any of the **terms** as a result of a change in the law or regulation or other circumstances beyond our control; or
- g. if the tax treatment applicable to any self invested personal pension schemes (including the **scheme**) or of us changes or is due to change in a manner which has affected or would affect the **Aberdeen SIPP** in any way; or
- h. we have to pay a government levy; or
- i. to allow us to respond proportionately to changes in the Bank of England base rate of interest, or to changes in other specified market rates or indices or tax rates; or
- j. to reflect the increase in our costs associated with us, acting as platform provider, providing you with a wrap account and/ or the Aberdeen SIPP provided that those costs are reasonably incurred; or
- k. to reflect improvements to the **wrap platform** that technological, service or propositional enhancements have allowed us, acting as platform provider, to make; or
- where such change is not to your detriment, including to correct errors or inaccuracies.

The latest version of these **terms** are always available on our website **aberdeenplc.com/wrapinfo** and **you** should refer to them regularly. They are also available by contacting your **financial adviser** or us. Subject to section 16.15, **we** will give **you** three months' notice of a change to these **terms** and this notice may be included in your periodic statements or other documentation **we** issue to **you**. Amendments made to these **terms** which are immaterial or not to your detriment will not require notification. Where **we** notify **you we** will also provide **you** with a revised version of this document or just the amended **terms** by post or by posting them on the **wrap platform** or directing **you** to our website.

16.15

Changes to these **terms** that are outside of our control (e.g. a change in legislation) or which are immaterial or not to your detriment can take effect immediately. All other changes will take effect no earlier than three months from the date of our notification of the change or any later date specified in our notification. When **we** notify **you** of a change, **we** will state the reasons for the change.

16.16

If **you** object to a change implemented by us in respect of the valid reasons contained in these **terms** please contact your **financial adviser** but please note your only recourse may be to close your **wrap account** and transfer your **plan** to another **scheme**.

16.17

If you object to a change implemented by us in respect of valid reasons which are not mentioned in these terms, you can notify your objection within the 3 months' notice period by contacting the client engagement hub centre as explained in section 1. You will then have 90 calendar days to close your wrap account (as explained in section 9 of the client terms and conditions for wrap services) and transfer your plan to another scheme (as explained in section 13 of these terms) and we will waive any exit fees normally applicable. You will also have to pay any charges from third parties that we are able to pass on to you under these terms or the client terms and conditions for wrap services.

16.18

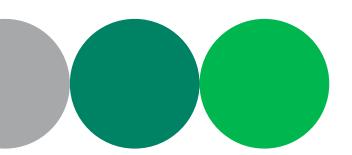
Please see section 8 for details of the circumstances where **we** may amend our charges and the procedures **we** will follow.

16.19

The performance of our obligations under these **terms** may be interrupted and will be excused by the occurrence of a **force majeure event** affecting us or any of our key subcontractors.

16.20

These **terms** reflect the law as at October 2025.



Annex



Glossary

Aberdeen Group means Aberdeen Group plc and each of its subsidiaries, subsidiary under takings and associated companies (whether direct or indirect) from time to time.

Aberdeen SIPP means the SIPP provided by Aberdeen Platform Limited for holding within a **wrap account**.

advised portfolio means each portfolio of investments on the wrap platform (whether administered on the wrap platform or through the separate investment functionality) for which your financial adviser provides you with advice and/or carries out your investment instructions but which it does not manage on a discretionary basis.

adviser terms and conditions means the terms and conditions relating to financial advisers' use of the wrap platform, and the conditions under which they can provide us, acting as platform provider, with instructions on behalf of their customers, including yourself. The adviser terms and conditions can be amended from time to time.

annual allowance is explained in section 4.21.

annual allowance charge is explained in section 4.21.

annuity is a contract bought from an **insurance company** that provides a series of guaranteed payments to an individual for a set period.

arrangement means a sub-division of your **plan**. Every drawdown **transfer payment** must be applied to its own **arrangement**. A **capped drawdown transfer payment** must be held in a separate **arrangement** to a flexi-access drawdown **transfer payment**.

authorised person means a person who has access to the **wrap platform** for transactional and information purposes. This will include your **financial adviser** and if applicable, any **discretionary investment manager** appointed by **you** or your **financial adviser**.

basic amount is defined in the **rules**. It's £3,600 (including basic rate tax relief) for the current **tax year**. **HMRC** may increase the **basic amount**. To find out if they have done so, please check with your **financial adviser** or see our `Guide to pensions tax relief and limits' (ADV446).

beneficiary means a dependant, a nominee or a successor, or any other person or charity chosen by us from the list of beneficiaries described in the rules to receive death benefits from your plan.

beneficiary's drawdown plan means a drawdown pension fund that we use to provide benefits to a beneficiary. We need to keep separate records of a beneficiary's drawdown plan and no further payments can be paid in.

benefit means any **tax-free lump sum**, income drawdown, **uncrystallised funds pension lump sum** or **annuity** taken from a **registered pension scheme**.

Bondsmith means Bondsmith Savings Ltd (registered number 13223331). **Bondsmith** is the provider of the **cash solutions** and regulated and authorised by the **FCA**.

Bondsmith terms means the Bondsmith End User terms and conditions which govern your relationship with **Bondsmith** and the use of the **cash solution**s as described in section 5.17.

business day means 9am to 5pm on any day except for Saturdays, Sundays, public holidays in the **UK** and Christmas Eve. It would also not be a **business day** where the London Stock Exchange or the major clearing banks in the City of London and Edinburgh are closed for an unexpected reason.

cash deposit means a savings account which may be made available for holding cash in your **Aberdeen SIPP** off the **wrap platform** using the **cash solutions**.

cash solution means the functionality that we may make available to you to access cash deposits via the wrap platform. The cash solutions are made available by Bondsmith. For more information, please see the 'Cash solutions on Wrap - Information for customers' guide.

capped drawdown is a type of income drawdown described more fully in sections 9.11 and 12.4. Since 6 April 2015, it is no longer possible to select capped drawdown as an option however we will continue to administer it for members or dependants who selected it before that date under their previous scheme.

charging schedule means the schedule of charges or discounts applicable to the **wrap products** which is contained in the **client terms and conditions for wrap services**. The **charging schedule** is also available from your **financial adviser**.

cleared funds means monies that have been credited to your wrap cash account and/or your holding in the SIPP cash account and are available for you to invest. According to the method used to transfer money to your wrap cash account and/or the SIPP cash account it will take more or less time for sums transferred to be available for you to invest.

client engagement hub is your financial adviser's point of contact with us for queries concerning the wrap platform. You should contact your financial adviser if you have any questions. However, if for any reason they are unavailable you can contact the client engagement hub. The client engagement hub cannot give advice. Their contact details are in section 1.

client terms and conditions for wrap services means the terms and conditions document issued to **you** by your **financial adviser** when **you** opened your **wrap account**, as amended in accordance with its terms.

data protection law means any law that applies from time to time to the processing of personal information or special category data by us, your financial adviser or the discretionary investment manager under these terms.

deposit taker means the banks and building societies who operate **cash deposits** and which can be accessed using the **cash solutions**.

dependant is used in these terms in accordance with its definition in the rules. The definition includes your husband, wife or civil partner, a dependent child and anyone who is financially dependent on you. Please check the rules and/or consult your financial adviser if you are uncertain if anyone you wish to be considered as a dependant falls within the categories above.

dependent child means any natural or adopted child of yours who, when **you** die, is under 23 or dependent on **you** because of disability.

discretionary investment manager is explained in section 5.18.

discretionary investment manager agreement means the agreement between us, acting as platform provider, and a discretionary investment manager or your financial adviser relating to the discretionary investment manager's or your financial adviser's use of our separate investment management functionality, and the conditions under which the discretionary investment manager or your financial adviser will be able to provide instructions. The discretionary investment manager agreement can be amended from time to time.

drawdown pension fund means a sum of money within a **registered pension scheme** that has been designated for income drawdown.

drawdown pot is explained in section 2.2.

earmarking order is an order by which, in the case of a divorce, a member's benefits can be used to pay either maintenance or a capital sum to the member's ex-spouse. The sum earmarked for the ex-spouse only becomes payable when entitlement arises under the member's pension scheme.

excess contributions allowance means the amount that HMRC allows to be paid as a refund of an excess contributions lump sum. An excess contributions lump sum is a contribution in a tax year that exceeds the maximum amount that can receive tax relief.

execution-only stockbroker means the stockbroker which your **financial adviser** can use to buy and sell **listed securities**. For more information, please see sections 5.13 to 5.15.

FCA means the Financial Conduct Authority or any successor regulator which regulates our investment business. The **FCA** can be contacted at 12 Endeavour Square, London E20 1JN.

FCA rules means the Handbook of Rules and Guidance of the **FCA** or any successor regulator to the **FCA**, as amended from time to time.

financial adviser means any financial intermediary who:

- a. is authorised under **FSMA** either directly or as an appointed representative of an authorised entity;
- b. provides you or a beneficiary from time to time with financial and investment advice(whether on an independent or restricted basis) and/or providing you with an informed choice or execution only service; and
- c. has signed the adviser terms and conditions and is therefore authorised to use the wrap platform. Where your financial adviser uses the separate investment management functionality to administer advised portfolios, the adviser is also subject to our advised portfolio terms and conditions. The advised portfolio terms and conditions can be amended from time to time.

flexible drawdown is a type of income drawdown described more fully in sections 9.10 and 12.3. Before 6 April 2015, there were certain eligibility criteria that had to be met before an individual could take **flexible drawdown**.

flexibly accessing is when you take benefits from your plan on or after 6 April 2015, but it doesn't include taking a tax-free lump sum, 'small pot' lump sum, capped drawdown or buying an annuity. (A 'small pot' lump sum is a certain type of lump sum payment not greater than £10,000. We'll tell you if a payment constitutes a 'small pot' lump sum.) Whenever you first flexibly access benefits from a registered pension scheme, you will receive a notification from the pension provider that you have done so. It is your responsibility to inform all pension providers of whom you are a customer that you have received such a notification or you may be fined by HMRC.

force majeure event literally means 'superior event'. It's an event that couldn't be predicted or, if predicted, its consequences are too drastic to plan for in a contract. In these terms, it means any of the following:

- a. act of God, fire, earthquake, storm or flood;
- b. explosion, nuclear accident or collision;
- c. sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not) or terrorism;
- d. requirement or restriction of or failure to act by any government, semi-governmental or judicial entity (other than a regulatory change);
- e. unavoidable accident;
- f. loss of supply of essential services including but not limited to electrical power, telecommunications, air conditioning and essential third party services;
- g. any 'denial of service' or other targeted network attack, including a ransomware attack; and
- h. any other cause beyond our reasonable control,

as a consequence of which **we** can no longer administer your **Aberdeen SIPP** for a given period.

FSMA means the Financial Services and Markets Act 2000 as amended from time to time and all regulations and orders under it.

HMRC means HM Revenue and Customs.

income year applies to a capped drawdown arrangement and means the period during which we can pay an income, up to the maximum income from your drawdown pot or a beneficiary's drawdown plan. Each arrangement has its own income year. If you transfer in a drawdown pension fund the income year for the transfer payment will normally be set by the transferring scheme.

index of average weekly earnings means the whole economy index of average weekly earnings for all employees in Great Britain that's published by the Office for National Statistics under the reference KA5Q. The earnings include bonuses but are not seasonally adjusted.

in-specie transfer payment means a transfer payment into the plan from another pension scheme (or a transfer payment from the scheme to another pension scheme) of the actual assets held as opposed to the cash value of these assets.

insurance company means an insurance company as described in section 275 of the Finance Act 2004.

Investment Pathways are described in sections 4.25 and 4.26.

key features document is a document that sets out the main aims and features of each wrap product. This document will be given to you by your financial adviser when a personal illustration for any wrap product is requested. listed securities means any of the securities which are made available on the wrap platform and which are bought and sold using the execution-only stockbroker including stocks, shares and debt securities or other investments listed on a recognised stock exchange. It may not be possible to trade listed securities made available on the wrap platform on certain recognised stock exchanges. Please contact your financial adviser or us for more information.

lump sum allowance means the maximum amount of **tax-free lump sum** payments **you** can receive from all your pensions without incurring an income tax charge

lump sum and death benefit allowance means the maximum amount of **tax-free lump sum** payments **you** or your **beneficiaries** can receive from all your pensions without incurring an income tax charge

managed portfolio means each portfolio of investments actively managed by a discretionary investment manager or your financial adviser on the wrap platform (where they use the separate investment management functionality) in accordance with the portfolio strategy that applies to it.

managed portfolio statement means the statement of the assets managed or administered by a discretionary investment manager or financial adviser (where they use our separate investment management functionality) on the wrap platform.

manager means the investment manager of a mutual fund.

marginal rate means the highest band of income tax applied to an individual's annual income in the **UK** expressed as a percentage.

maximum income means the maximum yearly income allowed by HMRC. It's calculated separately for each arrangement. It's worked out by multiplying by 150% the income produced for that arrangement from the Government Actuary's Department's tables.

The maximum income is recalculated for the regular review date and then yearly once you (or your dependant) turn 75. The maximum income could increase or decrease as a result of the review.

If you are (or your dependant is) under 75, you (or they) can ask us to bring forward the next regular review date for an arrangement to the start of the next income year. If we agree to do so, we will recalculate the maximum income for that arrangement in the 60-day period ending on the start date of the next income year. The new maximum income will then apply to that arrangement from the start of the next income year.

The maximum income for the arrangement is also recalculated between regular review dates if there's an additional movement from the savings pot to the drawdown pot under that arrangement. If this recalculation produces a higher maximum than before, the new limit will apply immediately. But if it produces a lower maximum than before, the new limit won't apply until the start of the next income year.

If before your 75th birthday any **arrangement** in your **drawdown pot** is used to buy an **annuity**, or to provide a transfer value under a **pension sharing order**, the **maximum income** for that **arrangement** will be recalculated after the **annuity** purchase price or transfer value is deducted. But the new limit won't apply until the start of the next **income year**. This calculation won't be made if the **annuity** purchase date or transfer date occurs in an **income year** that ends with a **regular review date** as that review will include these changes.

member means a person who has applied for and been accepted as a member of the **scheme**.

money purchase annual allowance is explained in section 4.21.

mutual fund means a fund operated by a **manager** which raises money from investors and invests in a group of assets, in accordance with a stated set of objectives. Unit trusts and OEICs are examples of **mutual funds**.

nominee means an individual or charity or any other person nominated by **you** to receive death benefits from your **plan**.

off-platform assets means all investments in your wrap account which are held and/or managed off the wrap platform, including assets within your wrap SIPP managed by a discretionary investment manager off the wrap platform.

pension date is the date on which **you** choose to crystallise some or all of your **savings pot**.

pension investment mix means the way the payments into your **plan** are invested once **we** have carried out your instructions.

pension sharing order is defined in the **rules** and can apply if **you** are getting divorced.

personal illustration means an illustration which reflects the terms of the particular wrap product (in this case the Aberdeen SIPP) and investments you have decided to invest in including the possible return that you could expect.

Phoenix Group means Phoenix Group Holdings and its subsidiaries and subsidiary undertakings from time to time.

plan means the total of your **savings pot** and **drawdown pot** we have created for **you** under the same plan number.

platform charge means the charge levied by us, acting as platform provider, or another member of the Aberdeen Group based on the value of platform eligible assets in your wrap account for the services on the wrap platform and some administration of the wrap products as set out in section 8.10. Please see the charging schedule for details.

platform eligible assets means

- a. investments in your wrap account which are held and/or managed on the wrap platform, including investments within a managed portfolio or advised portfolio; and
- b. cash held in cash deposits.

The following are not platform eligible assets:

- a. any cash in your wrap account held on the wrap platform, including cash in a wrap cash ISA and within a managed portfolio or advised portfolio;
- b. off-platform assets; and
- c. external assets.

portfolio cash account means the account(s) holding the cash element of each managed portfolio or advised portfolio (where your financial adviser uses the separate investment management functionality).

portfolio manager fee means the fee levied by a discretionary investment manager or financial adviser (where they use the separate investment management functionality) for managing certain assets on the wrap platform as detailed in section 19 of the client terms and conditions for wrap services and the charging schedule.

pricing point means the time at which the price of individual units in a mutual fund are calculated. Mutual funds are generally priced on each business day, although some mutual funds are priced weekly or at other frequencies. Information on when each mutual fund available from the wrap platform is priced can be obtained from your financial adviser or the client engagement hub.

product confirmation schedule is a document which is sent to you and/ or your financial adviser after we have received your application for an Aberdeen SIPP. The purpose of the product confirmation schedule is to provide you or your financial adviser (on your behalf) with an opportunity to confirm that the details on the application are correct. The product confirmation schedule also requires that you confirm your agreement to these terms.

prospectus means the current prospectus or scheme particulars issued by the manager of a mutual fund and which contains details about that mutual fund. Where a mutual fund is available to you on the wrap platform, you can also ask your financial adviser for a copy of the fund factsheet produced for that fund.

qualifying recognised overseas pension scheme means, as explained in the **rules**, a pension **scheme** based outside of the **UK** to which a **UK registered pension scheme** is allowed to transfer money or assets without a tax penalty. **You** may have to pay a transfer charge.

recognised fund means a **mutual fund** which is not based in the **UK** but is approved by the **FCA** for selling to customers in the **UK**.

recognised stock exchange means the London Stock Exchange plc, but not investments traded on AIM; the PLUS Markets plc PLUS-listed market segment; and any recognised overseas stock exchange. A list of the current overseas recognised stock exchanges is normally available on the HMRC website (on the date of first publication of these terms, the relevant website address is www.hmrc.gov.uk/fid/rse.htm).

recognised pension scheme is a pension scheme registered by HMRC. Examples of the types of schemes that are registered pension schemes are personal pension schemes, stakeholder pension schemes, occupational pension schemes, retirement annuity contracts and buyout policies.

registered pension scheme is a pension scheme registered by **HMRC**. Examples of the types of schemes that are registered pension schemes are personal pension schemes, stakeholder pension schemes, occupational pension schemes, retirement annuity contracts and buyout policies.

regular review date means the three-yearly review date. Once you or your beneficiary reach age 75, yearly reviews apply, using the same day and month as the regular review date. (If someone turned 75 before 22 June 2010, their yearly reviews were normally aligned to their birthday.)

relevant UK earnings are defined in section 189(2) of the Finance Act 2004 and include the following:

- a. if you are employed, the income that you receive from your employer in a tax year. (This is usually your pay or salary from your job but could also include the value of other benefits from your job that are taxable); and
- b. if you are self-employed, the income that you receive in a tax year from carrying on your trade, profession or vocation (this could include patent income from an invention of yours); and
- c. the income from any **UK** furnished holiday letting business; to the extent that this income is taxable in the **UK**.

relevant UK individual means that:

- a. **you** have **relevant UK earnings** for the **tax year** chargeable to income tax; or
- b. **you** are resident in the **UK** at some time during the **tax year**; or
- c. **you** have (or your husband, wife or civil partner has) general earnings for the **tax year** from overseas Crown employment subject to **UK** tax; or
- d. **you** were resident in the **UK** both at some time during the five previous **tax years** and when **you** became a **member** of the **scheme**.

restoration order means an order under the Bankruptcy (Scotland) Act 1985 or the Insolvency Act 1986 to restore excessive pension contributions to a bankrupt's estate.

rules means the rules of the Aberdeen Self Invested Personal Pension Scheme. To get a copy of the trust deed and **rules** please contact your **financial adviser**.

savings pot is explained in section 2.2.

scheme means the Aberdeen Self Invested Personal Pension Scheme. It's registered with HMRC under Chapter 2 of Part 4 of the Finance Act 2004. This means that contributions to the scheme qualify for income tax relief and your investments will be free from UK capital gains tax.

scheme administrator means Aberdeen Platform Limited, or any other company or person or group of individuals that replaces Aberdeen Platform Limited as scheme administrator.

SIPP cash account means the bank or building society accounts that the **scheme administrator** uses for money movements within the **scheme**.

Standard Life means Phoenix Life Limited (registered number 1016269), trading as Standard Life and is the provider of the wrap SIPP.

successor means an individual or charity or any other person nominated by a **beneficiary** or another successor to receive death benefits from your **plan**.

tax-free lump sum means the amount of your **benefits** that can be taken tax-free at a **pension date** and is explained in sections 9.6 to 9.7.

tax year means the period from 6th April in one year to 5th April of the next year.

terms means these terms and conditions.

three-yearly review date applies to an **arrangement** that accepted a **capped drawdown transfer payment**. It means the date that falls every three years after the date set under the **transferring scheme**.

transfer payment means:

- a. a payment made into your plan(s) from another pension scheme; or
- b. a transfer from a **plan** of yours into another pension scheme.

(Also see in-specie transfer payment.)

transferring scheme means a pension scheme (or other pension arrangement or policy) in which **you** are currently a **member** and from which **you** want to transfer some of all of your **benefits**.

trustee means the trustee of the Aberdeen Self Invested Personal Pension Scheme. The current **trustee** is abrdn Trustee Company Limited whose address is 1 George Street, Edinburgh, EH2 2LL. If abrdn Trustee Company Limited ceases to be the **trustee** of the **scheme**, 'trustee' will mean, the other company or person or group of individuals that replaces abrdn Trustee Company Limited as **trustee** of the **scheme**.

UK means the United Kingdom of Great Britain and Northern Ireland (excluding the Isle of Man and the Channel Islands).

UK resident means a person who:

- a. is resident in the UK; or
- b. performs duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom; or
- c. is married to, or in a civil partnership with, a person who performs such duties.

uncrystallised funds pension lump sum means a lump sum taken from your savings pot, 25% of which is tax-free and the balance subject to income tax at your marginal rate.

units are fractions of funds which are available to investors to buy and sell. Mutual funds are divided into units specifically for this purpose. The legal structure of some mutual funds means that the term 'share' is more legally accurate than 'unit'. However, for clarity we have used 'unit' throughout this document.

U.S. person means

- a. a U.S. citizen;
- b. Greencard holder;
- c. a U.S. national;
- d. a person is U.S. resident for tax purposes;
- e. a partnership or corporation organised or incorporated under U.S. laws; or
- f. a trust of which a trustee is a U.S. person and has sole investment discretion; or a beneficiary or the settlor of the trust is a U.S. person.

we means Aberdeen Platform Limited acting in its role as the **scheme administrator**.

wrap account means the account which we, acting as platform provider, will open in your name in which your wrap products will be held. Your wrap account is identified by an individual wrap account reference number.

wrap cash account means the account which we, acting as platform provider, will operate as the main cash account within your wrap account. The cash in this account can be used to purchase new wrap products and this account can be used to make payments to and receive payments from your wrap products.

wrap platform is the online dealing and registration system provided by us acting as platform provider.

wrap product means each of the Aberdeen SIPP, Onshore Bond for Wrap, International Portfolio Bond for Wrap, Wrap ISA and Wrap Personal Portfolio and any other product available for holding with a wrap account.

yearly charge date is the anniversary of the day we received or expected to receive the first payment into your plan: if the first payment was a single or transfer payment, it's the anniversary of the date on which we received that payment. If the first payment was a regular payment, it's the anniversary of the date on which we expected to receive that payment. In the case of a beneficiary's drawdown plan, it's the anniversary of your death or the death of the relevant beneficiary or successor.

you means the person who is applying for or has successfully applied for an **Aberdeen SIPP** with us.

Aberdeen Platform Limited, provider of the Wrap platform and provider and scheme administrator of the Aberdeen Self Invested Personal Pension Scheme, is registered in Scotland (SC180203) at 1 George Street, Edinburgh, EH2 2LL and authorised and regulated by the Financial Conduct Authority. abrdn Trustee Company Limited, trustee of the Aberdeen Self Invested Personal Pension Scheme, is registered in Scotland (SC598052) at 1 George Street, Edinburgh, EH2 2LL

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