Flexible Pension Annuity Standard Terms and Conditions

LONDON & COLONIAL

A Global Pension Corporation Company

These terms and conditions apply to Flexible Pension Annuities issued on or after 16/10/2025

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Section 1. Notification of Risk

1.1 London & Colonial Assurance PCC Plc ('LCA') is structured as a Protected Cell Company ('PCC') subject to the provisions of Gibraltar's Protected Cell Companies Act 2001. This means LCA will create legally recognised 'Cells' within the company, which are held independently of one another. The assets and liabilities of one Cell are kept separate and therefore are protected from those of other Cells. Each Cell has its own designation (the Flexible Pension Annuity number), and it is the duty of the directors to keep the assets and liabilities of each Cell separate. Also, the directors must account for each Cell separately as the legislation prohibits the assets of a Cell being used to satisfy any liability not attributable to that Cell.

1.2 The added protection offered by the PCC would undoubtedly be effective in any legal proceedings brought in Gibraltar. However, the directors of LCA know of no legal challenges to the PCC concept in any other jurisdiction. They are therefore unable to give the Annuitant an assurance that the courts of another country would grant the level of protection for cellular assets intended under Gibraltar's Protected Cell Companies Act.

Section 2. About LCA

2.1 LCA (company registration number 80650) whose registered office is situated at 3rd Floor, 55 Line Wall Road, Gibraltar, GX11 1AA is a company incorporated in Gibraltar under the provisions of the Gibraltar Companies Act. LCA is licensed by the Gibraltar Financial Services Commission ('GFSC') under the Financial Services Act 2019 to carry out assurance business in Gibraltar.

2.2 LCA may employ agents to perform any administrative, management or other ancillary services required to enable it to perform its obligations.

Section 3. Introduction

3.1 The Flexible Pension Annuity ('FPA') is a unit-linked lifetime annuity, issued by LCA. It is purchased with the Annuitant's pension benefits either in the Annuitant's name or the trustee/scheme manager's name. It is designed to provide an income to the Annuitant for life or until the assets within the Portfolio have been exhausted.

3.2 We will pay annuity payments until one of the following happens:

- The Annuitant dies,
- The Portfolio is exhausted.

3.3 The FPA does not have a cash-in value (also known as a surrender value).

3.4 The FPA does not have a death benefit.

3.6 Your contract with LCA comprises the following:

- The application form(s),
- The International Tax Compliance Questionnaire,
- The Annuity Schedule(s),
- These terms and conditions,
- The key features,
- The final Illustration,
- Any endorsement(s), and
- The signed standard Lifetime Allowance Declaration.

Section 4. Definitions and Interpretation

4.1 DEFINITIONS

In these terms and conditions important words and expressions have been given capital letters and are defined below.

Annuitant means the person on whose life the FPA is written. There can only be one annuitant.

Annuity Schedule means the document(s) issued by us at the Commencement Date and any date any additional Premium is added to the FPA. These schedule(s) contain important information about the FPA.

Applicant, "you" and "your" means the person who legally owns the FPA.

Cell means the cell created by us for the purpose of segregating and protecting the assets of the FPA in the manner provided by the Gibraltar Protected Cell Companies Act 2001.

Commencement Date means the date that your FPA starts and is shown on the Annuity Schedule.

Custodian means the organisation appointed by us to deal with the receipt, delivery, and settlement of the non-cash assets of the FPA.

Financial Adviser means any financial adviser who advises the Applicant. You appoint the financial adviser to act on your behalf. As the financial adviser is not acting on our behalf, we are not liable for their acts or omissions.

FPA means flexible pension annuity.

Illustration means a document prepared by us or, on behalf of us showing the current annuity payments that would be available based on the current Premium and current age of the Annuitant.

Investment Adviser means any investment adviser appointed by the Applicant in accordance with section 7.

Investment Advisory Agreement means the agreement entered into by you, us, and the Investment Adviser in which the Investment Adviser would be appointed to act on your behalf.

Long-Term Business Fund is the segregated fund maintained by us for all policyholder assets and liabilities. All cellular assets will be held within the long-term business fund.

Portfolio means a separate identifiable group of investments, including any cash balances, together with any liabilities, which are allocated for the purpose of determining the benefits payable under the FPA. The portfolio assets are held in the Cell which is designated to the FPA.

Premium means the amounts paid (including the value of any assets transferred, such as in specie transfers) to us by you for allocation to the Portfolio. Before investing the amount paid, we will deduct any bank charges incurred and any costs associated with any in specie transfer. The premiums paid are shown in the Annuity Schedule(s).

"LCA", "we", "us" and "our" refers to London & Colonial Assurance PCC Plc.

Valuation Date means any Working Day in March, June, September, and December each year on which a valuation takes place.

Working Day means a day other than a Saturday, a Sunday, or a public holiday in Gibraltar.

4.2 INTERPRETATION

In these terms and conditions:

a. the headings are for ease of reference and do not form part of the contract,

b. where appropriate, any reference to the singular includes the plural and similarly reference to the plural can include the singular,

c. reference to one gender includes every gender,

d. any reference to a statute or statutory provision shall include that statute or statutory provision as amended, modified, extended, re-enacted, or replaced from time to time, and

e. any reference to a party shall include his successors, executors, administrators, or assignees.

Section 5. The Contract

5.1 Upon approval by LCA of a duly completed application form for an FPA, International Tax Compliance Questionnaire, and the standard Lifetime Allowance Declaration, LCA shall establish the FPA and allocate a Cell to it. Once the Premium has been received by LCA then an amount equal to the Premium will be credited to the Cell.

5.2 The FPA will not be valid unless the Annuity Schedule is signed on behalf of LCA by a duly authorised signatory.

Section 6. Assets of the Flexible Pension Annuity

6.1 The assets allocated to the Portfolio shall always be held within the allocated Cell in our Long-Term Business Fund. These assets belong to us and are held in our name or in the name of a Custodian or nominee appointed by us.

6.2 For the avoidance of doubt, you and the Annuitant have no right or interest in or over the assets allocated to the Portfolio.

6.3 All income and capital arising from the assets of the Portfolio shall be credited to the Portfolio.

Section 7. Investment Adviser

7.1 The terms and conditions of the appointment of any Investment Adviser are laid down in the Investment Advisory Agreement. This is the agreement entered into by you, us, and the Investment Adviser. In the agreement the Investment Adviser is appointed to act on your behalf. The Investment Adviser is not acting on our behalf and does not represent us in any way. We do not provide investment advice and are not liable for any acts or omissions of your Investment Adviser.

7.2 It is your responsibility to ensure that you have read and understood the terms and risks associated with the Investment Advisory Agreement.

7.3 When we receive investment instructions, we will check that the Investment Adviser, who has provided those instructions, is currently appointed by you. Within the instructions your appointed Investment Adviser will advise us on the structure of the Portfolio in full or in part.

7.4 Consent to the appointment shall not unreasonably be withheld by us. Following such an appointment, you may request, in writing at any time, the replacement of an Investment Adviser.

7.5 It shall be a condition of the appointment of the Investment Adviser that the Investment Adviser undertakes to maintain such authorisations and licences (if any) as are necessary to enable them to provide the services referred to above in full compliance with the legislation of the country in which such services are provided.

Section 8. Asset Allocation

8.1 The structure of the Portfolio shall be determined by your Investment Adviser or you by giving written instructions to us.

8.2 Your Investment Adviser or you may only recommend purchasing assets for allocation to the Portfolio which are either:

- quoted on a stock exchange recognised by us,
- selected from the range of pooled assets specified by us, or
- otherwise specifically agreed by us from time to time as being eligible to be purchased for allocation to the Portfolio.

8.3 Where we receive clearly defined instructions from your Investment Adviser or you, we will process and implement those instructions on the first Working Day after receipt following approval and acceptance of such instruction. To carry out any instruction there must be sufficient cleared funds available.

8.4 In certain circumstances we may require you to sign an investment risk disclaimer if the assets recommended by your Investment Adviser or you require this.

8.5 Where we receive instructions from your Investment Adviser or you to purchase assets for allocation to the Portfolio, we will do so by:

- purchasing the appropriate units, shares or other assets to the total value specified by you or your Investment Adviser. We will use the prices published by the third-party manager of the asset or their agent at the time of the purchase. For the avoidance of doubt, any such assets purchased shall be purchased at not more than the open market buying price where the asset is quoted on an exchange or at a fair value agreed by us; and then
- debiting the cash balance on the date we pay for settlement of the transaction with the purchase price, together with all expenses, taxes, duties, and charges in connection with the purchase.

8.6 Where we receive instructions from your Investment Adviser or you to sell assets allocated to the Portfolio, we will do so by:

- selling the appropriate units, shares or other assets to the total value specified by you or your Investment Adviser. We will use the prices published by the third-party manager of the asset or their agent at the time of the sale. For the avoidance of doubt, any such assets sold shall be sold at not more than the open market selling price where the asset is quoted on an exchange or at a fair value agreed by us; and then
- crediting the cash balance on the date we pay for settlement of the transaction with the sale price, together with all expenses, taxes, duties, and charges in connection with the sale.

8.7 We always have the right:

- to determine the suitability of assets for allocation to the Portfolio,
- to refuse a request from your Investment Adviser or you to sell or realise in any other manner any asset allocated to the Portfolio which we consider is not readily realisable,
- to refuse a request from you or your Investment Adviser to buy any asset which we consider to be unsuitable for allocation to the Portfolio, and
- to sell or realise in any other manner (including liquidation) any asset allocated to the Portfolio which we deem, or which has become, unsuitable for allocation to the Portfolio.

Section 8. Asset Allocation (continued)

8.8 When considering the asset allocation to the Portfolio we will consider, amongst other things:

- any current or proposed legal, regulatory, or other official requirements applicable to us, the FPA, you, or the Annuitant,
- whether the relevant asset:
  - » has become valueless, or
  - » is, directly or indirectly, contrary to our normal investment philosophy, or
  - » is an investment directly or indirectly, in a company whose activities are regarded by us as being illegal, unethical or of a nature that may be of detriment to our reputation, and
- the need to make the administration of the FPA reasonably practicable and profitable.

8.9 We will not incur any liability because of exercising any of our rights under this clause.

8.10 All transactions relating to assets allocated, or to be allocated, to the Portfolio will be made by us, our nominee, or our Custodian.

8.11 The manager of an asset held within the Portfolio may decide to suspend or close the asset for reasons beyond our control. The actions we take depend on the circumstances of the suspension or closure. We will notify you about the suspension or closure of an asset and any action we take as soon as we can.

Section 9. Cash held in the Portfolio

9.1 Within the Portfolio we will hold a cash balance to meet future charges and the next annuity payment. On the Commencement Date there should be sufficient cash held within the Portfolio to cover any charges and fees and annuity payments due in the first year.

9.2 Where there is an insufficient cash balance, held within the Portfolio, we reserve the right to sell assets allocated to the Portfolio for the purpose of ensuring there is sufficient cash available to meet future anticipated charges and annuity payments. When selling these assets, we will also consider any accrued or prospective fees, expenses, and charges payable in connection with the sale of one or more asset(s).

9.3 We may:

- Add interest on any cash balance, or
- Change interest where there is an insufficient cash balance,

in accordance with our Annuity Interest Rates document which is available upon request.

Section 10. Valuation

10.1 On each Valuation Date we will calculate the value of the Portfolio in British Pound Sterling ('GBP'). In calculating the value of the Portfolio, the following will be considered:

- the value of the assets allocated to the Portfolio,
- all monies borrowed in connection with the Portfolio,
- any income which has accrued on the assets allocated to the Portfolio in accordance with the provisions of this contract, and
- any provision for expenses, taxes, duties, charges, and other liabilities for which the Portfolio or we are or may become liable.

10.2 When calculating the value of the assets allocated to the Portfolio:

- units, shares, or other securities which are listed, quoted, or traded on a recognised stock exchange will be valued at their most recent closing mid-prices available to us on the relevant Valuation Date. The mid-prices will be quoted by the fund manager or the relevant fund or as quoted in the recognised official list of market dealing prices published by the relevant exchange or by any other relevant medium selected by us,
- any other assets will be valued at the price at which we estimate they might be sold on the relevant Valuation Date (considering, where there are any published valuations or prices for such assets, any subsequent changes in the relevant market, any current restrictions, or difficulties in trading in such assets and any other circumstances likely to affect such valuations or prices). We shall be entitled to obtain advice from independent valuers to determine the market values of such assets,
- if any of the assets or liabilities allocated to the Portfolio are valued in a currency other than GBP, their values will be converted into GBP at the exchange rate(s) prevailing at our bank on the date of conversion.

10.3 Upon receipt of a valid request a valuation of a Portfolio on a date that is not a Valuation Date can be provided. However, any fees or charges associated with providing this one-off statement will be deducted from the cash balance.

Section 11. Portfolio Deductions

11.1 LCA may debit the Portfolio with any expenses, taxes, duties, charges, and other liabilities in connection with:

- The purchase of assets allocated, or to be allocated, to the Portfolio,
- The sale of assets allocated, or to be allocated, to the Portfolio,
- Any costs associated with currency conversion that may arise from the purchase, management, maintenance, custody, valuation, and sale of any of those assets,
- Any additional charges, levies or taxes required by law and pay such amounts across to the applicable government, statutory or other authority.

Section 12. Our Charges

12.1 All charges applicable to your FPA are shown within your final Illustration and Annuity Schedule. We may need to increase the level of charges to cover:

- increases in the rate of inflation in Gibraltar,
- increases in the cost of administration,
- any additional costs associated with changes to legislative or regulatory requirements.

Where an increase is required, we will contact you at least 30 days before.

12.2 Where there is an insufficient cash balance, held within the Portfolio, we may need to sell assets allocated to the Portfolio to ensure there is sufficient cash available to cover the outstanding charges and fees. We shall not be liable for any impact this may have on the assets within the Portfolio, and, for the avoidance of doubt, we will not be liable for any additional financial costs associated with the sale of these assets. These additional costs (if any) will be met by the Portfolio.

12.1 ESTABLISHMENT CHARGE

12.1.1 This is a charge for setting up your FPA. The charge applies to each Premium that you pay into the FPA.

12.1.2 The establishment charge for each Premium will be shown in the Annuity Schedule.

12.1.3 The establishment charge is calculated as a percentage of each Premium paid and is deducted from the Portfolio, as a single fixed amount, within 48 hours of each Premium being paid.

12.1.4 The establishment charge is capped over the life of the FPA.

12.1.5 Please refer to the FPA Charges and Fees document which is available on our website.

12.2 ANNUAL MANAGEMENT CHARGE

12.2.1 This is a charge for administrating the FPA.

12.2.2 The current annual management charge, which is based on the total Premiums paid, is shown on your latest Annuity Schedule.

12.2.3 The annual management charge is deducted from the Portfolio on the Commencement Date and thereafter yearly in advance. This charge will continue to be taken until the FPA comes to an end.

12.2.4 We reserve the right to increase the annual management charge, in the future. Any increase will be based on the rate of inflation in Gibraltar (the Index of Retail Prices or IRP). Any change to the annual management charge will be effective from 1 January and will be based on the IRP on 1 July of the previous year.

12.2.5 Please refer to the FPA Charges and Fees document which is available on our website.

12.3 OTHER CHARGES

12.3.1 Other charges may apply to your FPA if:

- You request us to pay the annuity payments in a different way to our normal practice,
- You request us to pay the annuity payments in another currency,
- Any other request that alters the conditions under which the annuity payments are payable.

12.3.2 Where other charges apply, we will contact you to agree these charges, in advance.

Section 13. Adviser Charges

13.1 INITIAL ADVISER CHARGE

13.1.1 Within the application form(s) you can ask us to pay your Financial Adviser and/or Investment Adviser:

- a monetary amount, or
- a percentage of your Premium,

for the advice you received for setting up the FPA and for paying an additional Premium into the FPA.

13.1.2 The charge is taken from the cash balance held within the Portfolio at the Commencement Date of the FPA. Where the charge applies to an additional Premium it is taken from the date that the additional Premium is paid.

13.2 ONGOING ADVISER CHARGE

13.2.1 You can ask us to pay an ongoing adviser charge:

- as part of your application for the FPA,
- as part of your application to pay an additional Premium into your FPA, or
- by completing a separate adviser charge instruction form. This form is called a Service Management Fee form.

13.2.2 You can ask us to pay an ongoing adviser charge as:

- a monetary amount, or
- a percentage of the value of the Portfolio on each anniversary of the FPA. Where the anniversary is not a Working Day, we will use the value of the Portfolio on the last Working Day before the end of the anniversary.

13.2.3 Ongoing adviser charges will be taken, yearly in advance, from the cash balance held within the Portfolio on the last Working Day of each anniversary of the FPA. Where the last day of each anniversary is not a Working Day the payment will be made on the next available Working Day.

13.2.4 We will continue to pay the ongoing adviser charge until one of the following happens:

- you ask us to stop paying the ongoing adviser charge,
- where the stop date has been reached if you had indicated one previously,
- there is an insufficient cash balance, held within in the Portfolio,
- the Annuitant dies.

Section 14. Annuity Payments

14.1 Within the application form(s), you must choose to receive annuity payments:

- monthly,
- quarterly (every three months),
- half-yearly (every six months), or
- yearly.

14.2 You must, also state the date that the first annuity payment will start.

14.3 The annuity payments will continue until:

- You write and tell us to stop them, or
- The Annuitant dies, or
- The value of the FPA is not sufficient to meet the next annuity payment.

14.4 The amount of annuity payments payable is shown on the final Illustration and detailed on the latest Annuity Schedule. It is calculated, by an Actuary, using:

- The Premium(s),
- The frequency of the annuity payments,
- The Annuitant's age, and
- The Annuitant's life expectancy.

14.5 Every three years we will recalculate the amount of annuity payments based on:

- The Annuitant's current age,
- The current value of the Portfolio, and
- The current life of expectancy of the Annuitant.

14.6 Where an additional Premium is paid the amount of annuity payments will change. It will be calculated, by an Actuary, using:

- The current value of the Portfolio,
- The additional Premium paid,
- The Annuitant's age, and
- The Annuitant's life expectancy.

and shown on the latest Annuity Schedule.

14.7 You may request, at any time, to change the amount of annuity payments. The amount of annuity payments the Annuitant receives can be any amount from zero upwards as long as the new annuity payment does not make the fund fall below 10% of the Premium. Where the fund falls below 10% of the Premium then all future annuity payments must not be greater than an annuity amount based on:

- The Annuitant's current age,
- The current value of the Portfolio, and
- The current life of expectancy of the Annuitant.

14.8 All annuity payments will be made net of income tax. The income paid to the Annuitant will be treated as taxable earnings under the HM Revenue and Customs Pay As You Earn (PAYE) system. The amount of tax paid by the Annuitant will depend on the Annuitant's total income from all sources and their personal allowance. Unless we receive a P45 from the Annuitant, we initially use a temporary (emergency) tax code to calculate how much tax, if any, to deduct. After that we withhold tax according to the tax code allocated by HM Revenue & Customs. If the UK government changes the tax treatment of this type of plan, the income paid to the Annuitant will change.

14.9 All annuity payments will be paid, by electronic transfer.

14.10 When the Annuitant dies, we will pay part of the next annuity payment. The amount of annuity payment paid will relate to the period from the date of the most recent annuity payment to the date of death.

Section 15. Death of the Annuitant

15.1 You must tell us when the Annuitant dies and provide their death certificate.

15.2 On notification of the Annuitant's death the FPA will cease to exist, and no further annuity payments will be made.

15.3 On the termination of the FPA any remaining value within the Portfolio will become an asset of the Cell.

15.4 This fully discharges all of our liabilities under this FPA contract with you.

Section 16. Surrender

16.1 The FPA has no surrender value at any time.

Section 17. Communications

17.1 Investment instructions, which are clear and unambiguous, will be executed in a timely manner. If we have not confirmed the execution of the investment instruction within five Working Days, please contact us in accordance with section 25.

17.2 All other requests, advice and instructions received from your Investment Adviser, your Financial Adviser, discretionary fund manager or you will be dealt with as soon as reasonably possible but no later than 10 Working Days. If we have not sent you confirmation that we are dealing with the request within 10 Working Days, please contact us in accordance with section 25.

17.3 Each request or instruction must be made or given, to us, in writing by email or signed letter.

17.4 All communication sent to you will be sent to your last recorded postal address provided. We will regard the communication as having been received by you within five business days of posting (excluding Sundays and bank holidays). Where we have emailed you, we will regard the communication as having been received on the same day.

Section 18. Governing Law

18.1 This FPA shall be governed by and construed in accordance with the laws of Gibraltar and the parties hereto hereby surrender to the exclusive jurisdiction of the Courts of Gibraltar.

Section 19. Legislation

19.1 We may change the terms and conditions of this FPA if the country in which the Annuitant is or becomes resident has any requirements of law or regulation (statutory or otherwise) which affects this FPA, directly or indirectly. We will only make this change if they are necessary to prevent infringement of such law or regulation.

Section 20. Notification of change of personal circumstances

20.1 You must inform us, by email or signed letter within three months of the event of any change in the Annuitant's residence, citizenship, or domicile. A change may impose limitations in how we are able to deal with the FPA.

Section 21. Force Majeure

21.1 No liability shall arise if we are prevented from carrying out our obligations under the FPA by any event beyond our control including without limit: war, riot, civil war, acts of God, national emergency, fire, earthquake, flood, strike, or industrial action.

Section 22. Data Protection

22.1 We will collect and use personal information about you, and any other individual named as part of your application for your FPA such as your name, date of birth and national insurance number to provide the FPA and our services under these Terms & Conditions and to manage our relationship with you.

22.2 To provide the FPA or our services and meet our legal and regulatory obligations, we will keep your personal information and copies of records we create (such as, calls with us). If the application does not proceed, we are required to keep information for different legal and regulatory reasons. The length of time will vary, and we regularly review our retention periods to make sure they comply with the relevant laws and regulations.

22.3 The information collected (including details of your FPA) may be shared with your professional advisers, including your Financial Adviser; your Investment Adviser; your discretionary fund manager you instruct us to appoint and other companies we work with to support us in the provision of the FPA or services under these Terms & Conditions. 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 Gibraltar Regulatory Authority, as the Information Commissioner, or other competent regulatory authority and with laws, regulations and tax or regulatory rules. Whenever we share your personal information, we will do so in line with our obligations to keep your information safe and secure.

22.4 The majority of your information is processed in Gibraltar. However, some of your information may be processed by us or the third parties we work with outside Gibraltar, including countries such as the UK and USA. Where your information is being processed outside of Gibraltar, we take additional steps to ensure that your information is protected to at least an equivalent level as would be applied by Gibraltar data privacy laws. For example, we will put in place legal agreements with our third party suppliers and do regular checks to ensure they meet these obligations.

22.5 For more information on how we process your personal information and what your rights are, please read our Privacy Policy at https://lcalife.co.uk/privacy-notice/ or write to the Data Protection Officer, STM Group, 3rd Floor, 55 Line Wall Road, Gibraltar.

Section 23. Tax Status and the Criminal Finance Act 2017

23.1 LCA strongly recommends that you seek tax advice prior to making any decisions regarding your financial arrangements.

23.2 You must advise LCA of any change to your tax residency and/or domicile within three months of the change.

23.3 You must be and remain tax compliant.

Section 24. Changes to the terms and conditions

24.1 We may change the terms and conditions of the FPA if there is a change in law, taxation, regulation, or guidance from our industry so that:

- it becomes unreasonable or impossible to carry out the provisions of the FPA;
- the basis of the actuarial calculation of the annuity payments is changed;
- the basis of taxation which applies to us, or the FPA is changed; or
- any existing taxes, charges or levies are changed, or any new taxes, charges or levies are imposed.

24.2 If we have to change the terms of the FPA, we will give you at least three months written notice.

Section 25. Contact details, Queries and Complaints

25.1 For further information, or if you wish to complain about any aspect of the service you have received, please contact our Customer Service Team.

Email Address: LCA@stmgroup.online
Telephone Number: 0044 (0)2036 406843

25.2 If you feel that your complaint is not being resolved satisfactorily, you can contact the Gibraltar Law Courts at.

Gibraltar Law Courts
32-36, Town Range
Gibraltar,
GX11 1AA

Website address: https://www.gcs.gov.gi/

Making a complaint will not prejudice your right to take legal proceedings.