

i2Live Accumulator

Terms and conditions



Contents

Section 1	Introduction	3
Section 2	Description of terms	3 - 5
Section 3	Structure of your policy	5
Section 4	Eligibility	5
Section 5	Payments	5 - 6
Section 6	Investment funds	6 - 7
Section 7	Taking your benefits	8 - 9
Section 8	Death benefits	9 - 10
Section 9	Transfers to another scheme	10
Section 10	Charges	10 - 11
Section 11	General	11 - 12

1. Introduction

These Terms and Conditions explain how your *i2Live* Accumulator policy will be run. The Policy Schedule and Payment Details Schedules will set out the terms which apply to you. You should keep these documents and any additional schedules and revisions we send you in a safe place.

We have to use some technical and defined terms in this document. To help you understand these terms, they are described in section 2 and are shown in bold whenever they are used.

2. Description of terms

Annual Allowance – The total contributions that can be paid into your **registered pension scheme(s)** in any **pension input period** (normally a tax year) without incurring a tax charge. The Annual Allowance is set by **HMRC** and is £40,000 for 2016/2017. Any contributions made by **you** (or on **your** behalf) that exceed this allowance will incur a tax charge.

annuity – A product which converts a pension fund into a pension income. There are different types of **annuity** to suit different circumstances.

basic amount – The total amount of contributions that **you** can pay into **registered pension schemes** each **tax year** and receive tax relief regardless of actual annual earnings.

beneficiaries – The persons nominated by you who will receive a lump sum or pension income benefit under **your policy** following **your** death.

Deed Poll – A legal document executed by **us** to set up and establish the rules of the **Schemes**.

dependant – **Your** husband, wife, civil partner, child under age 23, child over age 23 and dependent on you because of physical or medical impairment, or any other person who is dependent on **you** either financially or because of physical or medical impairment.

enhanced protection – A form of protection registered with **HMRC** for pension benefits earned before 6 April 2006. If **you** have enhanced protection there will be no liability to a **Lifetime Allowance charge**. Enhanced protection can be lost if further contributions are made to a **registered pension scheme**.

fixed protection – When the **Lifetime Allowance** reduced to £1.5m on 6 April 2012, this protection will give a **Lifetime Allowance** of £1.8m for those who apply and qualify for this. It is only available to people who do not have primary or enhanced protection.

HMRC – HM Revenue & Customs.

i2Live Annuity – **Our** flexible **annuity** product which is also part of the *i2Live* range of products.

i2Live Drawdown – **Our** income withdrawal product which is also part of the *i2Live* range of products.

incapacity – Where a United Kingdom registered medical practitioner has confirmed that **you** are medically incapable (either physically or mentally) of continuing **your** occupation as a result of injury, sickness, disease or disability and **you** have ceased to carry out **your** occupation.

income withdrawal – An alternative to buying an **annuity**. It allows an income to be taken from a pension fund while leaving the fund invested. It is also known as drawdown pension or income drawdown.

investment funds – The pension linked investment funds which may be managed by external investment managers on **our** behalf or by **our** in-house investment team.

Lifetime Allowance – A limit on the total benefits **you** can take from a **registered pension scheme** (or schemes) without an additional tax charge.

Lifetime Allowance charge – The additional tax charge payable when **your** benefits from a **registered pension scheme** (or schemes) exceed the **Lifetime Allowance**.

occupational pension scheme – A **registered pension scheme** set up by a company or employer to provide benefits for employees (or groups of employees).

Open Market Option – **Your** right to buy an **annuity** from any **annuity** provider of **your** choice.

payment – A contribution or transfer payment into **your policy**.

pension commencement lump sum – **You** can take part of **your** pension fund as a tax free cash sum when **you** take a pension income. It is normally up to 25% of the fund from which income is being taken but may be different for some pension plans.

pension input period – **Your** contributions plus those paid on your behalf over a twelve month period must be tested against

the **Annual Allowance**. This twelve month period is known as the 'pension input period'.

pension sharing order – An order made in accordance with the Welfare Reform and Pensions Act 1999 which allows pension rights to be split on divorce or on formal dissolution of a civil partnership.

personal pension scheme – A **registered pension scheme** which is not an **occupational pension scheme** and provides benefits for the individual members.

policy – Your *i2Live* Accumulator 'policy'.

primary protection – A form of protection registered with HMRC for pension benefits earned before 6 April 2006. If you have primary protection, you will have a personal **Lifetime Allowance** which is greater than the standard **Lifetime Allowance**.

qualifying recognised overseas pension scheme – An overseas pension scheme which meets certain HMRC requirements.

registered pension scheme – A pension scheme which has been registered or is deemed registered with HMRC.

relevant UK earnings – These can be either:

- employment income such as salary, wages, bonus, overtime, commission providing it is chargeable to tax under Section 7(2) of the Income Tax (Earnings and Pensions) Act 2003, or
- income chargeable under Part 2 of the Income Tax (Trading and Other Income) Act 2005, that is income derived from the carrying on or exercise of a trade, profession or vocation (whether individually or as a partner acting personally in a partnership), or
- income arising from patent rights and treated as earned income under Section 833 (5B) of the Income and Corporation Taxes Act 1988, or
- general earnings from an overseas Crown employment which are subject to tax in accordance with Section 28 of the Income Tax (Earnings and Pensions) Act 2003.

relevant UK individual – An individual is a 'relevant UK individual' for a **tax year** if:

- the individual has **relevant UK earnings** for that **tax year**, or
- the individual is resident in the United Kingdom at some time during that **tax year**, or
- the individual was resident in the United Kingdom both at

some time during the five **tax years** immediately before that **tax year** and when the individual became a member of the **Scheme**, or

- the individual, or the individual's spouse or civil partner, is an overseas Crown employee at some time during that **tax year**.

retirement annuity contract – A type of personal pension product which could only be started before 1 July 1988.

rules – The detailed provisions of the **Schemes**.

scheme pension – An income payable for life that must be paid from a pension scheme or by a life insurance company or friendly society on behalf of the pension scheme.

Schemes – The SLFC Retirement Income Personal Pension Scheme and the SLFC Retirement Income (PR) Personal Pension Scheme.

selected retirement date – You select this date when you start your **policy**. We will use this date to calculate projected benefits each year in your personal benefit statements and in other illustrations of your potential benefits. You can change your **selected retirement date** at any time without otherwise affecting the terms of your **policy**.

serious ill-health – Where a United Kingdom registered medical practitioner has confirmed that your life expectancy is less than one year.

Service Team – Our team to which all questions and other communications regarding your **policy** should be made.

Their contact details are:

Sun Life Financial of Canada
PO Box 6904
Basingstoke
RG24 4TD

Telephone – 0345 642 4444 or 01256 656472

Email – i2live@sloc.co.uk

You will be notified in writing if these contact details change.

Stakeholder pension scheme – A type of **personal pension** scheme that has to meet minimum standards set down in law.

tax year – The year used for tax purposes which runs from 6 April in one calendar year to 5 April in the following calendar year.

uncrystallised funds – Money invested in a **registered pension scheme** that has not yet been used to provide the member with

a benefit under that **registered pension scheme**.

units – The notional ‘units’ into which **we** divide each **investment fund** and which **we** use to work out the value of **your policy**.

unit price – The value of a **unit** in an **investment fund**.

we, our, us – Sun Life Assurance Company of Canada (U.K.) Limited

wind-up – The removal of an **investment fund** from the range of available funds. When an **investment fund** is wound- up, all existing **units** in that fund will be switched to another available **investment fund**.

working day – Any day except Saturday, Sunday and all official bank holidays in England and Wales.

you, your – The owner of the **policy**.

3. Structure of your policy

3.1 When **we** accept **your** application for **your i2Live Accumulator policy (your policy)**, **you** become a member (or continue **your** membership if **you** are already a member through **i2Live Drawdown**) of the **Scheme** in respect of funds paid to **your policy** either now or in the future.

The **Schemes** are registered with **HMRC** under Chapter 2 of Part 4 of the Finance Act 2004. This means that **your policy** will benefit from the tax advantages given to a **registered pension scheme**.

3.2 The **Schemes** have been set up by **us** under **Deed Poll**.

3.3 The Terms and Conditions described in this document depend on the **rules**. If there is any difference between the **rules** and this document, the terms of the **rules** will apply. The **rules** reflect the requirements of legislation and **we** will have to amend the **rules** if there is a change (including the interpretation or application thereof) in the law, regulation or taxation affecting the **Schemes**. If **you** would like a copy of the **rules**, please contact **our Service Team**.

4. Eligibility

- 4.1 **You** are eligible to take out an **i2Live Accumulator policy** if **you** are aged 18 or over and have not reached **your 75th birthday**.
- 4.2 If **you** are going to make a single one-off or regular contribution now or in the future, **you** must also be a **relevant UK individual**.

5. Payments

- 5.1 **We** can accept the following types of **payments** up to the day before **your 75th birthday**:
 - A transfer payment of **uncrystallised funds** from a **registered pension scheme** (including a **personal pension scheme**, a **Stakeholder pension scheme**, an **occupational pension scheme**, a **retirement annuity contract** or a **section 32 buy-out policy**).
 - A contribution from **you, your employer**, or from a third party (other than **your employer**) on **your** behalf.
- 5.2 **We** will not accept any **payments** in the form of shares or the transfer of any other assets.
- 5.3 Contributions can either be single one-off contributions or regular contributions paid monthly or annually.
- 5.4 There is no upper limit on the size of a transfer payment which **we** can accept.
- 5.5 There is an upper limit on the amount of contributions that can be made into the **i2Live Accumulator**. This is £40,000 for the 2016/2017 tax year.
- 5.6 **We** will not accept any personal contributions that do not qualify for tax relief.
- 5.7 Additional **payments** or changes in regular contributions can be made at any time provided that the **payment** or the new regular contribution amount exceed the minimum amount. Details of the current minimum amount are available from **our Service Team**. This amount will not be changed unreasonably.

Method of payment

- 5.8 Transfer payments and single one-off contributions can be

made by cheque, direct credit or telegraphic transfer. Single one-off contributions can also be made through a variable Direct Debit if this is in place for regular contributions.

5.9 Regular contributions must be paid by variable Direct Debit.

Tax relief on payments

5.10 Basic rate tax relief will be added to any single one-off or regular contributions you make or are made on your behalf by a third party (other than your employer). We claim the basic rate tax back from HMRC. If you pay tax at the higher rate, you can claim additional tax relief on your own contributions (and on third party contributions but not employer contributions) through your annual tax return.

5.11 If an employer makes a contribution, the payment can be treated as a business expense or used to reduce assessable profits.

5.12 Tax relief is not available on transfer payments.

HMRC contribution limits

5.13 In any tax year in which you are a relevant UK individual, you will receive basic rate tax relief on your contributions (and those made by a third party, other than your employer, on your behalf) up to the greater of:

- the basic amount applicable for the tax year, and
- 100% of your relevant UK earnings for the tax year or £3,600 if greater.

These limits apply to the gross contributions (the amount paid plus basic rate tax added).

If you stop being a relevant UK individual, you can continue to benefit from tax relief on any contributions up to the basic amount for up to five years after you ceased to be a relevant UK individual.

Higher rate tax relief may also be available. This can be claimed directly from HMRC.

5.14 If we find that a contribution has been made that exceeds the HMRC limits in section 5.13, then we will cancel units to the value of the refund due to HMRC.

Annual Allowance

5.15 HMRC set an annual limit, the Annual Allowance, on the total amount that can be paid in any pension input period

by you, your employer, and by a third party on your behalf, to all registered pension schemes without a tax charge. This amount does not include any transfer payments. You will have to pay a tax charge on any contributions that exceed the Annual Allowance.

6. Investment funds

Investment choice for your payments

- 6.1 You can invest a payment in any of our investment funds available at the time of the payment. The investment choice is likely to change over time as new investment funds become available and it is also possible that existing investment funds will be closed or wound-up (see sections 6.14 to 6.16). You can request details of the current investment funds available from our Service Team.
- 6.2 There is no limit on the number of investment funds in which you can invest a payment.
- 6.3 When we receive payments we will use them to buy units in the investment fund(s) you have chosen.

Valuing your fund

6.4 We calculate the value of each investment fund at 12.00 noon on each working day. We value each investment fund on two bases; the first using the price at which the assets of the investment fund might be bought (the 'buying basis'); the second using the price at which the assets might be sold (the 'selling basis'). Any taxes or levies that have to be paid will be deducted from the values calculated.

We will decide, in the best interests of everyone who has invested in the investment fund, which of the two bases of valuation, or any in between, should be used to calculate the unit price (see section 6.5) by assessing the expected movements into and out of an investment fund. If an investment fund is increasing in size the valuation will normally be based on the 'buying basis' and if an investment fund is reducing in size the valuation will normally be based on the 'selling basis'.

6.5 Each unit in an investment fund has a single unit price. This is the price at which units are bought or sold. The unit price for an investment fund is calculated by taking the value of the investment fund on the basis that applies at the date of

calculation (as set out in section 6.4) and dividing the value by the total number of **units** in the **investment fund**. The **unit price** is then rounded to the nearest 0.001 of a penny with 0.0005 rounded up to the higher 0.001.

Allocation and cancellation of units

- 6.6 **Units** are purchased in the **investment fund(s)** you have chosen, based on the **unit price** on the next **working day** following the later of the date **we** receive **your payment** and the date **we** receive the last document which **we** require to support the **payment**. **We** calculate the number of **units** purchased by dividing the amount of **your payment** by the **unit price** which applies. **We** will round the number of **units** to the nearest 0.0001 part of a **unit** with 0.00005 rounded up to the higher 0.0001.
- 6.7 The division of **investment funds** into **units** is notional and **you** have no proprietary rights to the underlying investments.
- 6.8 **Units** are cancelled from each **investment fund** based on the appropriate **unit price** as explained in sections 6.4 and 6.5 of these terms and conditions. **We** will round the number of **units** to the nearest 0.0001 part of a **unit** with 0.00005 rounded down to the lower 0.0001.
- 6.9 **We** reserve the right to delay a transaction for up to six months if:
- the **investment fund** does not hold sufficient liquid assets to enable quick cancellation of **units**, or
 - in **our** opinion, a delay would be in the interests of **you** and other i2Live Accumulator policyholders.
- 6.10 As **units** are purchased and cancelled based on the **unit price** on the **working day** following the effective date there will always be a delay in confirming their value.

Changing your investment choice

- 6.11 **You** can ask **us** at any time in writing, unless **we** have agreed an alternative method with **you**, to switch **your** existing investment from one **investment fund** to another or to re-direct future contributions to a new **investment fund** or **investment funds** of **your** choice.
- 6.12 **We** will switch **your** investments by cancelling **units** to the value **you** wish to switch from an **investment fund** and replace these with **units** in another **investment fund**

or **investment funds** to the same value using the **unit prices** applying on the next **working day** following the date **we** receive the last document which **we** require to support the switch.

- 6.13 There is no charge for switches between **investment funds**.

Closing or winding-up an investment fund

- 6.14 **We** can close an **investment fund** to new money or **wind-up** an **investment fund** at any time if, in **our** opinion, the continuation of the **investment fund** is not in the best interests of policyholders or if the **investment fund** has become too small to manage effectively or at a reasonable cost. **We** will give **you** at least two months notice of any closure or **wind-up** where this is practicable.
- 6.15 If **we** close an **investment fund**, then no new **payments** can be invested in that **investment fund** and no new switches can be made into that **investment fund**. If **you** are making regular contributions to the **investment fund**, **you** may give **us** a new instruction to confirm the **investment fund(s)** in which **you** wish to invest **your** regular contributions after the date of closure. If **you** do not give **us** a new instruction, **we** will invest **your** regular contributions in a default **investment fund** which **we** will specify.
- 6.16 If **we** **wind-up** an **investment fund** then all the **units** in the **investment fund** will be switched to another **investment fund** or **investment funds**. **You** may give **us** an instruction to confirm to which other **investment fund(s)** **you** wish **your** **units** in the wound-up **investment fund** to be switched at the date of **wind-up**. If **you** do not give **us** an instruction, **we** will switch **your** **units** in the wound-up **investment fund** to a default **investment fund** which **we** will specify.

Charges from the investment funds

- 6.17 **We** deduct an annual investment fund charge in determining the **unit price** of each **investment fund** (see section 10.2).
- 6.18 There will normally also be additional expenses which are taken directly from the **investment funds**, or from the underlying investments of the **investment funds**, and which are taken into account in calculating the value of the **investment funds** (see section 6.4). These additional expenses are the normal costs, taxes, duties and other reasonable charges incurred in holding, purchasing, managing and selling the assets of the **investment funds**.

7. Taking your benefits

When you can take your benefits

- 7.1 You can normally take your benefits in *i2Live Accumulator* between the ages of 55 and 75.
- Any benefits can be taken earlier than these ages if you have to retire early because of **incapacity** or **serious ill-health** (see sections 7.10 to 7.12).
- 7.2 We ask you to choose a **selected retirement date** when you start your policy. We will use this date to calculate projected benefits in personal benefit statements to indicate what benefits you might receive at that date and in other similar documents. You can change your **selected retirement date** at any time.
- 7.3
- If you wish to take your benefits as an uncrystallised funds pension lump sum you must take all of your policy as one lump sum and may not take it in stages
 - If you wish to take your benefits in any other way, other than as an uncrystallised funds pension lump sum You can take your benefits in stages if this suits your requirements. You can use part of your fund to provide benefits and the remaining part of your fund can remain invested and be used to provide benefits at a later date.
- 7.4 You must take your benefits from your policy by your 75th birthday. Your options are set out in sections 7.6 to 7.9.
- 7.5 You must ensure that we receive your written instructions at least one day before your 75th birthday.

Your benefit options

- 7.6 You will normally have the option to take up to 25% of the value of your policy as a **pension commencement lump sum**. A higher amount may be available if you have **primary protection** or **enhanced protection** of pre 6 April 2006 pension rights. You can only take a **pension commencement lump sum** prior to your 75th birthday from your policy and only at the same time as you use funds to buy a pension income.
- 7.7 You can use your fund to provide your pension income in a number of ways.

7.8 At any time prior to your 75th birthday you can:

- convert all or part of your fund to **i2Live Drawdown** under the conversion option as described in section 7.14. This will allow you to continue to invest your fund in the same **investment funds** as under your *i2Live Accumulator policy* and to choose whether or not to take a pension income, or
 - convert all or part of your fund to **i2Live Annuity** under the conversion option as described in section 7.14. This will allow you to continue to invest your fund in the same **investment funds** as under your *i2Live Accumulator policy* and to take a pension income, or
 - use all or part of your fund to buy an **annuity** with another product provider using the **Open Market Option**, or
 - transfer all or part of your fund to an **income withdrawal plan** or **scheme pension** product with another product provider.
- 7.9 At your 75th birthday you must use the remaining fund to either:
- buy an **i2Live Annuity** with us through the conversion option as described in section 7.14. This will allow you to continue to invest your fund in the same **investment funds** as under your *i2Live Accumulator* and to take a pension income, or
 - buy an **annuity** with another product provider using the **Open Market Option**, or
 - transfer to an **income withdrawal plan** or **scheme pension** product with another product provider.

Incapacity and serious ill-health

- 7.10 If you have to stop work because of **incapacity** you can take benefits earlier than the normal minimum age as set out in section 7.1. We must receive satisfactory certification from a United Kingdom registered medical practitioner of your **incapacity** before we will pay any benefits on the grounds of **incapacity**.
- 7.11 If you are in **serious ill-health** you will have the option at any time before your 75th birthday to commute your fund for a lump sum.
- 7.12 Any lump sum paid on the grounds of **serious ill-health** is tax-free unless the value exceeds the **Lifetime Allowance** (see section 7.13).
- We must receive satisfactory certification from a United Kingdom registered medical practitioner that your life expectancy is less than one year before we pay any benefits on the grounds of **serious ill-health**.

The Lifetime Allowance

7.13 HMRC has set a limit on the total benefits you can receive from all your pension plans without a tax charge. If the total value of your benefits exceeds this limit, the **Lifetime Allowance**, there is a **lifetime allowance charge**.

Your benefits are tested against the **Lifetime Allowance** when you take benefits from your policy and at certain other times which we will advise.

The conversion option

7.14 If you choose not to exercise your right to take an **Open Market Option**, you can convert all or part of your fund to *i2Live* Drawdown or *i2Live* Annuity which are also part of the *i2Live* product range. The option to convert to *i2Live* Drawdown is only available to you if you already have an existing *i2Live* Drawdown as at April 2015.

7.15 This option is available until your 75th birthday and allows you to continue with your existing **investment fund** choice and take a pension income as you choose. There will be no charge on conversion.

The value of your benefits

7.16 When you decide to take benefits we will calculate the value of your fund, or the part of your fund you are using, on the date you choose to take your benefits or, if later, on the date we receive your written instructions and the required documentation as set out in section 7.17. The value is calculated as the number of **units** multiplied by the **unit price** on the next **working day** following the later of the date you choose to take your benefits and the date we receive the last document which we require.

What you need to do

7.17 We are likely to require some or all of the items listed below before we can pay your benefits. The legal requirements and our own requirements are likely to change in the future and we will tell you what we need at the time you decide to take your benefits.

- Evidence of your age.
- Evidence of your entitlement to receive benefits.
- Evidence of the age of your husband, wife or civil partner (marriage or civil partnership certificate) if any benefit is payable to them.
- Evidence of the **Lifetime Allowance** used (if any) in

respect of any of your other **registered pension schemes**.

- Evidence of any **primary protection** or **enhanced protection** of pre 6 April 2006 benefits or **fixed protection**, if this applies to you.

7.18 If we do not receive any instructions from you before your 75th birthday or we lose contact with you, then the remaining fund will be held in suspense but remain invested in your chosen **investment fund(s)**. When we do make contact with you, you will then have the same options as applied at your 75th birthday and set out in section 7.9.

8. Death benefits

The options

8.1 If you die before you take any benefits from your fund or you have not used its full fund value, the value of fund will be used to provide either:

- a lump sum to a **dependant** or **dependants** or any other **beneficiaries**, or
- a pension income for a **dependant** or **dependants**, either through an **annuity** (with us or another product provider) or through an income withdrawal plan or a **scheme pension** (with another product provider).

8.2 When you start your policy you can indicate who you would like to receive benefits from your policy value should you die before your 75th birthday. You can nominate one or more **dependants** or **beneficiaries**. You can also change your nomination in writing at any time.

Where a nominated person is not a **dependant**, the benefit must be taken as a lump sum.

8.3 We will use our discretionary powers as defined in the **rules** to choose who should receive the benefit. Your nomination will help us to make the decision.

8.4 If you have not made a nomination then we will pay a lump sum for the benefit of a **dependant** or **dependants** or other **beneficiary** under our discretionary powers.

8.5 Any lump sum death benefits payable must be tested against the **Lifetime Allowance** to check whether the total value of benefits exceeds the limit (see section 7.13). If the total value of the pension benefits you have already received together

with the lump sum being paid, exceeds the **Lifetime Allowance**, a tax charge will be made on the excess value. The recipient(s) of the lump sum will be responsible for the payment of any tax charge to **HMRC**.

- 8.6 Any lump sum death benefits must be paid within two years of the date **we** are notified of **your** death.

The value of your death benefits

- 8.7 **Your policy** will remain invested in the **investment funds** **you** have chosen until **we** have received formal certification of **your** death (through a death certificate or equivalent) and any other documents **we** require before **we** can pay the death benefits.
- 8.8 Once **we** have received all the documentation required (see section 8.9), **we** will calculate the value of **your policy**. The value is calculated as the number of **units** multiplied by the **unit price** on the next **working day** following the date **we** receive the last document required.

What we need to support a death claim

- 8.9 **We** will be able to pay the death benefits when **we** have received satisfactory evidence of your death and proof of the **beneficiary's** (claimant's) claim, age and entitlement. **We** would normally need to see the **beneficiary's** birth certificate, marriage certificate or civil partnership registration document plus any additional documentation **we** require which **we** will advise **your** personal representatives of at that time.

9. Transfers to another scheme

Your options

- 9.1 **You** can ask us to transfer all or part of **your** fund under **your policy** to:
- another **registered pension scheme**, or
 - a **qualifying recognised overseas pension scheme**.
- 9.2 **We** will only allow **you** to transfer part of your fund if the value of the remaining fund exceeds the minimum amount current at that time. Details of this minimum amount can be found out by contacting the **Service Team**.

The transfer value

- 9.3 The transfer value will be calculated as the number of **units** cancelled multiplied by the **unit price** on the next **working day** following the date **we** receive the last document which **we** require to support the transfer.
- 9.4 If the transfer is to a **qualifying recognised overseas pension scheme** then a **lifetime allowance charge** will be deducted if the total value of the benefits **you** have received, including the transfer value, exceeds the **Lifetime Allowance**.

10. Charges

- 10.1 **We** will deduct the charges as described below. The actual charges which apply to **you** will be shown on **your** Policy Schedule and Payment Details Schedules.
- 10.2 **We** will deduct an annual investment fund charge from each **investment fund**. The charge will vary between **investment funds**. The charge is deducted each day after the **investment fund** has been valued and before the **unit price** is set. It is a percentage of the **investment fund** divided by 365 (366 in a leap year). **We** may change this charge in future if the underlying fund management charges **we** pay change. Any increase or decrease will be proportionate to the underlying change in costs. **We** will notify **you** of any change and give **you** at least two months advance notice of any increase.

11. General

- 11.1 The laws of England and Wales apply to **your** contract with **us**.
- 11.2 Any **payments** made by **you** (or for **you**) to **your policy** must be paid in sterling (or any replacement currency). Any payments **we** make to **you**, to **your beneficiaries** or to another pension scheme or product provider will also be made in sterling (or any replacement currency).
- 11.3 **Your policy** may be subject to a **pension sharing order** but otherwise may not be assigned, mortgaged or charged in any way by **you**.

If **we** receive a **pension sharing order** in respect of **your** rights under **your policy**, **we** must comply with it. Unless

you give **us** an alternative instruction, **we** will cancel **units** proportionately across all the **investment funds** in which **you** are invested to provide the transfer value required to meet the **pension sharing order**.

- 11.4 **We** can change these Terms and Conditions (or issue a revised set of Terms and Conditions to replace them) as **we** reasonably consider appropriate in the circumstances if:
- there are any obvious errors or omissions affecting **your policy**;
 - there is a request from any regulatory authority to do so;
 - the conditions for the tax privileges granted to the **Schemes** or **your policy** change;
 - there is a change (including the interpretation or application thereof) in the law, regulation or taxation affecting **us**, the **Schemes**, or **your policy**;
 - any other circumstances beyond **our** control arise which, in **our** reasonable opinion, make it impossible or impractical to carry out any of the Terms and Conditions.
- We** will give **you** at least two months advance notice of any changes to the Terms and Conditions whenever practicable.
- 11.5 If any penalty, charge, tax or fine is imposed on **us** in respect of **your policy**, **we** may cancel **units** from **your policy** in order to meet such liability unless the penalty, charge, tax or fine arises from **our** own wilful neglect or default. If **you** have insufficient **units** to meet the liability incurred, **you** must pay **us** the surplus amount due when **we** ask **you** to.
- 11.6 **You** must supply such information as **we** may reasonably require in order for **us** to make any tax payment or complete any tax return required by **HMRC** in respect of **your policy**.
- 11.7 **We** may deduct an amount from **your policy** if any levy is made on **us** under Part XV of the Financial Services and Markets Act 2000 or under any other legislation. The amount to be deducted will be no greater than the amount that **we** consider to be this **policy's** fair share of the levy made on **us**. Any amount to be deducted will be made by cancelling **units** equal in value to the amount to be deducted.
- 11.8 If **we** pay **you** an amount to which **you** are not entitled or which exceeds **your** entitlement, **we** may demand repayment of that amount (or, where applicable, the excess amount) together with interest (if any) at a rate no greater than the

prevailing base rate determined by the Bank of England. Alternatively, **we** may cancel **units** from **your policy** equal to the amount to be repaid including any interest, or deduct the amount to be repaid including any interest from any future payments due from **your policy**.

- 11.9 If any provision of these Terms and Conditions is found by any court or regulatory body to be invalid or unenforceable, the invalidity or unenforceability of any other provision of the terms shall not be affected.
- 11.10 Neither **you** nor **we** intend that any provision of **your** contract with **us** will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. To avoid any doubt, this shall not affect a **dependant's** or a **beneficiary's** right to receive death benefits under **your policy**.
- 11.11 If, for any reason, **you** decide to cancel **your policy** within 30 days of receipt of a cancellation notice, **your payment(s)** will remain invested in the **investment funds** **you** have chosen until **we** can make a repayment, unless **you** request a change.
- Repayment will be made immediately **we** receive notice in respect of any single or regular contributions. For transfer payments **we** must first receive confirmation that the **registered pension scheme** from which the transfer payment has been made will accept repayment or **you** must confirm an alternative **registered pension scheme** which will accept the transfer payment. Any fall in the value of investments from the date of payment in respect of a single one-off contribution or transfer payment will be deducted from the amount repaid.
- 11.12 If **you** have any questions or need any further information please contact **our Service Team**.

How to contact us

Our dedicated adviser and customer support team is on hand to answer any questions you have about Sun Life Financial of Canada's products and services.

They can also provide you with further product literature and assist you with any specific queries or instructions regarding a policy.



Phone

Customer & Adviser helpline:

0345 642 4444

or, 01256 656472



Fax

0345 678 0679



Email

i2live@sloc.co.uk



Post

Sun Life Financial of Canada

PO Box 6904

Basingstoke, RG24 4TD



Online

Visit us online at www.sloc.co.uk

For the latest news, fund information and product literature.

Our lines are open from 9am to 5pm Monday to Friday.

We may monitor or record calls to help us improve our service.

Sun Life Assurance Company of Canada (U.K.) Limited, incorporated in England and Wales, registered number 959082, registered office at Matrix House, Basing View, Basingstoke, Hampshire, RG21 4DZ, trades under the name of Sun Life Financial of Canada and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

SL1018 04/13
AP00002533/0417