

FNZ SECURITIES LIMITED

SIPP OPERATOR TERMS

6 June 2024 version

This is an important, legally binding document which sets out the Terms and Conditions for your membership of the FNZ SIPP which is provided to you through Monzo Bank Limited.

You should read the whole document carefully, together with the other documents listed at clause 1.2 which also govern aspects of the Scheme and your membership of it.

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Definitions and interpretation – understanding the Terms

When capitalised, the words used in this document have the meanings set out below. **You should speak to an independent financial adviser or seek independent legal, financial, investment or tax advice if you are unsure about any aspect of the Scheme, including these Terms.**

The definitions below include basic summaries of tax laws and tax concepts which can change over time.

Word(s) used	What it means in these Terms
Annual Allowance	The maximum amount that can be contributed to all of your Registered Pension Schemes in a tax year without a tax penalty. Your annual allowance may be reduced if your income exceeds a specified amount.
Annuity	A contract purchased from an insurer of your choice that provides you with an income for life, or on a temporary basis for up to five years, in exchange for all or part of the funds in your SIPP Account.
Capped Drawdown Fund	An arrangement established before 6 April 2015 to pay income from a pension scheme which is subject to a maximum income limit.
Capped Drawdown Pension	Pension income paid from a Capped Drawdown Fund.
Crystallise	The term used to describe taking your benefits from your SIPP Account. When you decide to take benefits from all or part of your SIPP Account you are deemed to have crystallised all or a portion of your SIPP Account.
Custodian	The person appointed by the Trustee to safeguard and administer your SIPP Account Investments, as set out under the Custody Terms.
Custody Terms	the terms and conditions under which the Custodian will provide custody and execution services to the Trustee.
Electronically	When a communication is made by any type of electronic, web-based, telecommunication, digital or IT device or means. This includes, for example, the Monzo app, email or text message.
Expression of Wishes	A non-legally binding declaration by you telling us how you wish your death benefits to be paid.

FCA	The Financial Conduct Authority and any successor body that takes over its responsibilities, including for regulation of how we provide SIPP services.
FCA Rules	The FCA's handbook of rules and guidance as amended from time to time including applicable non-Handbook guidance issued by the FCA.
Fees	The fees, costs and charges that Monzo or we apply to your Membership and your SIPP Account under these Terms or the Monzo Pension Agreement and any other third party fees and charges as set out in the Fee Information Document, or as we or Monzo otherwise notify to you from time to time.
Fee Information Document	The document which Monzo will make available to you and which sets out the Fees that Monzo will charge in relation to your SIPP, or that otherwise apply to your SIPP as amended from time to time. The Fee Information Document and information about any other applicable fees and charges is available in the Monzo app or as we otherwise tell you.
Flexi-access Drawdown Fund	Sums that are designated to enable the payment of pension income.
Flexi-access Drawdown Pension	Pension income paid from a Flexi-access Drawdown Fund. Under flexi-access drawdown there is normally no limit to the amount that can be withdrawn, but if you have any questions in this regard you should contact a suitably qualified adviser.
Flexibly Access	Accessing your pension savings in any of the following ways (i) receiving Flexi-access Drawdown Pension, (ii) receiving an UFPLS, (iii) converting a Capped Drawdown Fund into a Flexi-access Drawdown Fund and (iv) having benefits in a Flexible Drawdown Fund before 6 April 2015 (and which automatically converted into a Flexi-access Drawdown Fund on 6 April 2015). References to accessing your pension savings "flexibly" should be understood in the same way. There are certain other circumstances in which you can be considered to have flexibly accessed your pension savings. If you are unsure whether you have flexibly accessed your pension savings you should speak to a suitably qualified adviser.
Flexible Drawdown Fund	An arrangement established before 6 April 2015 to pay income from a pension scheme that had no limits on how much income could be taken, but which was only available if certain conditions were met. The flexible drawdown fund converted automatically to a Flexi-access Drawdown Fund on 6 April 2015.

FNZ Securities	FNZ Securities Limited being a company registered in England (Company Number 09486463) with its registered office at 10th Floor 135 Bishopsgate, London, United Kingdom, EC2M 3TP and authorised and regulated by the FCA (FRN: 733400).
HMRC	HM Revenue & Customs, the tax, payments and customs authority of the UK.
HMRC Pensions Tax Manual	The HMRC Pensions Tax Manual, as amended from time to time.
Investment	Any asset or investment held in your SIPP Account, or rights to or interests in such assets or investments.
Lifetime Allowance	<p>The maximum amount before 6 April 2024 that an individual could build up within all Registered Pension Schemes during their lifetime, without triggering a tax penalty. You may have had a personal lifetime allowance that is different to the standard lifetime allowance if you have applied for certain forms of Tax Protection.</p> <p>The lifetime allowance was abolished on 6 April 2024.</p>
Loss	Any financial or economic loss that you suffer as a direct result of actions taken (or not taken) by us when providing your SIPP services under these Terms. It does not include loss such as loss of earnings, loss of alternative investment or loss of opportunity. It does not include compensation for any distress or inconvenience caused. It does not include any kind of loss that it would not be reasonable for us to anticipate or that is outside our control.
Lump Sum Allowance	<p>The maximum amount that you are permitted to receive tax-free from all Registered Pension Schemes during your lifetime when you take the following lump sums:</p> <p>(i) a Pension Commencement Lump Sum; or</p> <p>(ii) an UFPLS.</p> <p>Your Lump Sum Allowance may be different from the standard amount if you have (i) applied for certain forms of Tax Protection or (ii) accessed benefits in any Registered Pension Scheme prior to 6 April 2024.</p> <p>If you have any queries about the amount of your Lump Sum Allowance you should speak to a suitably qualified adviser.</p>
Lump Sum and Death Benefit Allowance	The maximum amount that you are permitted to receive tax-free from all Registered Pension Schemes during your

	<p>lifetime when applicable lump sums or lump sum death benefits are paid in respect of you.</p> <p>Your Lump Sum and Death Benefit Allowance may be different from the standard amount if you have applied for certain forms of Tax Protection or (ii) accessed benefits prior to 6 April 2024.</p> <p>If you have any queries about the amount of your Lump Sum and Death Benefit Allowance you should speak to a suitably qualified adviser.</p>
Member	A member of the Scheme and " Membership " has a corresponding meaning.
Member Communications	Documents and information provided to you from time to time throughout your Membership which include information about your SIPP Account, including but not limited to the Trust Deed and Rules and Key Features Illustrations.
Money Purchase Annual Allowance	The maximum that you, or someone on your behalf, can pay into all of your money purchase Registered Pension Schemes in a tax year without a penalty after you have Flexibly Accessed any of your pension savings under any Registered Pension Scheme.
Monzo	Monzo Bank Limited, who has your authority to provide to us, and to receive from us, instructions on your behalf for the purposes of these Terms and your Membership.
Monzo Pension Agreement	The terms and conditions between you and Monzo which relate to how you invest your SIPP Account.
Normal Minimum Pension Age	The earliest age at which benefits can normally be taken from a Registered Pension Scheme other than in certain circumstances. It is usually age 55 (increasing to age 57 in 2028) and may be changed from time-to-time under Regulatory Requirements.
Pension Commencement Lump Sum	A lump sum taken from a Registered Pension Scheme in conjunction with (i) the purchase of an Annuity or (ii) the payment of pension.
Pension Credit Rights	Rights to benefits arising from a credit made to a pension fund value. These are rights of an ex-spouse or former civil partner under a Pension Sharing Order following divorce or dissolution of a civil partnership.
Pension Debit	An amount by which a Member's pension benefits are reduced where they are subject to a Pension Sharing Order on divorce or dissolution of a civil partnership.

Pension Sharing Order	A court order which legally separates two people's interest in a pension fund on divorce or dissolution of a civil partnership.
Permitted Investments List	The list of investments which you are permitted to hold within your SIPP Account, as amended from time to time. The Permitted Investments List is available via the Monzo app. Permitted Investments has the corresponding meaning.
Personal Representative	Either: <ul style="list-style-type: none"> (a) A person who has been issued with a grant to administer your estate, or who has satisfied us that they intend to, and have the power to give us competent instructions relating to your estate; or (b) where the above does not apply, the person we consider it is reasonable for us to take instructions from regarding your estate, after your death.
QROPS	A "qualifying registered overseas pension scheme" that is a type of overseas pension scheme to which a Registered Pension Scheme may make a transfer payment.
Registered Pension Scheme	A pension scheme which has been registered by HMRC as qualifying for certain tax relief and exemptions.
Regulatory Requirements	Any statutory and other rules, laws, regulations, instruments and provisions in force from time to time, including (without limitation), HMRC Pensions Tax Manual, the FCA Rules, the rules, codes of conduct, codes of practice, practice requirements and accreditations terms stipulated by any competent authority including any binding court order, judgment or decree applicable to the parties (or any one of them); from time to time in force.
Relevant UK Earnings	Earnings which are taxable in the UK including: <ul style="list-style-type: none"> (a) employment income, such as salary, wages, bonus, overtime and commissions; (b) income derived from the carrying on or exercise of a trade, profession or vocation; (c) income arising from intellectual property rights and treated as earned income; and (d) general earnings from overseas Crown employment

Scheme	The FNZ SIPP, a personal pension registered under HMRC Pension Scheme Tax Reference 20009272RF and established by the Trust Deed and Rules.
Scheme Administrator	FNZ Securities (or any successor appointed under the Trust Deed and Rules), being the person responsible under Regulatory Requirements for the tax administration of the Scheme.
SIPP Account	<p>Your individual pension account which holds the money and Permitted Investments that you have invested in within the Scheme. This may include:</p> <ul style="list-style-type: none"> (a) any contributions paid by or for you (and any amount received from HMRC representing tax relief on such contributions); (b) any Transfer payments received into the Scheme in accordance with the Trust Deed and Rules on your behalf; (c) any Pension Credit Rights under the Scheme that relate to you; and (d) any income or capital gains or losses (whether or not realised) arising from the investment of any of the amounts listed above.
SIPP Operator	FNZ Securities (or any successor appointed under the Trust Deed and Rules), being the person authorised by the FCA to operate the Scheme.
Transfer	As applicable, (i) a transfer payment received into the Scheme on your behalf or (ii) a transfer payment out of the Scheme to another Registered Pension Scheme or a QROPs
Trustee	FNZ Securities Pension Trustees Limited or any successor trustee appointed under the Trust Deed and Rules from time to time, being the person that legally owns the Scheme's assets.
Trustee Bank Account	Has the meaning set out in clause 16 of these Terms.
Tax Protections	Any form of protection (i) that you have registered with HMRC to protect some or all of the value of your pension benefits against the effects of changes to the Lifetime Allowance or (ii) which entitles you to a higher tax-free cash lump sum.

Terms	These terms and conditions of your Scheme Membership as amended from time to time.
Trust Deed and Rules	The trust deed and rules dated 10 August 2023 which established the Scheme, as amended from time to time.
UFPLS	A lump sum payment of all of the funds in your SIPP Account, which is paid from Uncrystallised funds.
Unauthorised Payment	A payment made into or out of a SIPP Account which is inconsistent with the requirements for Registered Pension Schemes and therefore attracts a tax charge.
Uncrystallised	The whole or part of your SIPP Account which has not been Crystallised.
US Person	Any citizen of, person resident in, or person otherwise subject to tax payment in the United States of America
our/us/we	FNZ Securities (or any successor appointed under the Trust Deed and Rules and / or these Terms), being the Scheme Administrator and/or SIPP Operator as applicable.
Working Day	Any day on which we are open for business to accept instructions in relation to the Scheme, not including weekends or UK Bank Holidays.
you/your	You, who we have accepted as a Member of the Scheme.

SECTION A: GENERAL PROVISIONS

1 Introduction

- 1.1 These Terms set out how we operate the Scheme and your SIPP Account. On becoming a Member of the Scheme you agree to be bound by these Terms and the Fee Information Document which are a legally binding contract between you and us.
- 1.1 In addition to these Terms and the Fee Information Document, your Membership is also subject to the provisions of:
- (a) the Trust Deed and Rules, which is not a contract but another type of legal document that sets up and governs the Scheme and includes important details, for example, on how benefits may be provided;
 - (b) your Monzo Pension Agreement, which contains legally binding terms and conditions between you and Monzo on the investment of your SIPP Account; and
 - (c) the information and declarations you give to us, and we give back to you, within the Monzo app, for the purposes of establishing your eligibility for tax relief.

The Trust Deed and Rules do not form part of these Terms. If there is any conflict between the Terms and the Trust Deed and Rules then, for the parts where there's a conflict, the Trust Deed and Rules apply and not the Terms. Aside from the Trust Deed and Rules, the Terms will apply over any other document provided to you by us in relation to the Scheme.

- 1.2 The Monzo Pension Agreement creates a separate legal agreement between you and Monzo setting out how Monzo will act as your agent in setting up your SIPP Account, give instructions to and pass on information from FNZ. They also explain how you can invest in your SIPP. The Monzo Pension Agreement will apply as well as these Terms, unless they contradict one another. If that happens, then for the parts where there's a conflict, only these Terms will apply.
- 1.3 As well as ensuring you understand the above documents, you should also read all of the Member Communications which are provided to you in the Monzo app. You should contact Monzo through the Monzo App if you need to get copies of any Member Communications which are not already available there. .
- 1.4 You accept that we do not advise you on the suitability of applying for Membership or making any Investments within your SIPP Account. No communication from us or the Trustee, or which is made on our behalf, is tax, legal, investment or financial advice. Any taxation information contained in this document is based on HMRC practice and legislation which may change from time to time. Any information about how tax may be applied to you may change and depends on your individual circumstances.

2 Our regulatory status

- 2.1 FNZ Securities is registered in England (Company Number 09486463) with its registered office at 10th Floor 135 Bishopsgate, London, United Kingdom, EC2M 3TP. FNZ Securities is authorised and regulated by the FCA (FRN: 733400). Our conduct as a SIPP Operator is governed by the FCA.

3 How to contact us

3.1 If you have any questions relating to these Terms, or would like to receive copies of any of the documents that we refer to in the Terms, you should contact Monzo in the first instance using the following methods:

Email us at: help@monzo.com

Phone on: 08008021281

Or send a letter to: Monzo, Broadwalk House, 5 Appold St, London, EC2A 2AG

3.2 Further information can be found on the [Monzo website](#).

4 The Scheme

4.1 The Scheme is a Registered Pension Scheme established under trust. It is governed by the Trust Deed and Rules which you will be bound by when you become a Member.

4.2 You can access a copy of the Trust Deed and Rules in the Monzo app or you can request a copy using the contact details set out in clause 3.

4.3 The main parties with whom you have a relationship in connection with the Scheme are:

- (a) FNZ Securities**, who is the Scheme Administrator and SIPP Operator. It is responsible for the day-to-day administration of the Scheme and the benefits payable to Members. Your contract for your SIPP Account under these Terms is with FNZ Securities;
- (b) FNZ Securities Pension Trustees Limited** is the Scheme Trustee and is the owner of the Scheme's assets and holds them for the benefit of you and all other Members until you take your benefits. Your relationship with the Trustee is governed by the Trust Deed and Rules;
- (c) FNZ Securities** is also the Custodian. It provides custody services (in accordance with the Custody Terms) to the Trustee, who is the owner of the Scheme's assets,; and
- (d) Monzo Bank Limited** is your bank and (in relation to your Scheme Membership) agent, through whom your SIPP Account is invested. It gives us your instructions in relation to your SIPP Account and keeps you informed and updated on the day-to-day running of it. Your relationship with Monzo for your SIPP Account is dealt with in the Monzo Pension Agreement, not these Terms.

5 Eligibility to join the Scheme

5.1 To join the Scheme, you must:

- (a)** be aged 18 or over;
- (b)** be resident in the UK with Relevant UK Earnings;
- (c)** have a valid national insurance number;
- (d)** have a Monzo current account held solely in your name;

- (e) have an email address; and
- (f) have a mobile phone, and an up-to-date version of the Monzo app; and
- (g) not be a US Person.

6 **Joining the Scheme**

6.1 In order to become a Member you must:

- (a) follow the application process required under the Monzo Pension Agreement;
- (b) satisfy the eligibility requirements set out in clause 5.1; and
- (c) meet any other conditions for Membership that we apply before we approve your Membership.

We may refuse any application for Membership at our discretion.

6.2 If we accept your application for Membership, your Membership formally starts on the date that your first payment into your SIPP Account clears, unless you cancel your Membership as set out in clause 7. From this date, you will be bound by these Terms, the Fee Information Document and the Trust Deed and Rules.

6.3 By joining the Scheme you agree to comply with applicable legal requirements that may apply in relation to your Membership of the Scheme from time to time. The scope of the requirements that you need to comply with will be personal to you. If you have any questions about the rules you need to comply with, you should seek independent advice.

7 **Cancellation**

7.1 You have the right to cancel for 30 days from:

- (a) when your SIPP Account is created through the Monzo (we consider that your SIPP is created when you confirm that you wish to proceed by agreeing to the Monzo Pension Agreement and other documents in the Monzo app; and
- (b) our receipt of a Transfer into the Scheme (in respect of that Transfer only).

7.2 During a 30-day cooling off period, you can change your mind and cancel your Membership of the Scheme or Transfer in, as applicable, by letting us know in the Monzo App.

7.3 If you cancel your Membership and:

- (a) you have made a first contribution, we will return the value of the investments purchased with that contribution as at the date they're sold in connection with your cancellation direct to the party who made the contribution without interest and into the same account that the payment was received from; or
- (b) you made a Transfer into your Scheme then we will try to return the value of the Transfer to the scheme it came from. If the scheme that the Transfer came from does not accept it back, you must instruct us on which other scheme to direct the Transfer to. Until your Transfer in can be directed to another scheme, the value of your Transfer will remain in your SIPP Account.

8 **Client categorisation**

We will categorise you as a retail client for the purposes of the FCA Rules which affords you the highest regulatory protections.

9 **How we communicate with each other**

9.1 You agree that we will communicate with you Electronically. We will communicate with you through Monzo unless we state otherwise in these Terms or any Regulatory Requirements require that we communicate with you directly. We may also decide that we need to communicate with you directly on an exceptional basis.

9.2 You must give us your instructions relating to your SIPP Account and Investments through Monzo unless we tell you otherwise.

9.3 You authorise us and the Trustee to rely on any instruction given by you through Monzo without further enquiry by us and, in accordance with clause 20, we will not be liable to you if we follow Monzo's instructions.

9.4 The Monzo Pension Agreement sets out how Monzo will communicate with us on your behalf. We will treat any communications sent by Monzo to us relating to your SIPP Account or Membership as sent from you.

9.5 Communications from us to you (including statements) will be treated as received by you:

- (a) if sent Electronically, on the next Working Day (for example, if we email you on Monday, we will treat our email as received on Tuesday); and
- (b) if they are sent by post, four Working Days after posting (for example, if we post a letter to you on a Monday we will treat it as having been received on Friday).

9.6 Where you no longer wish to use Monzo's services and wish to transfer your SIPP Account out of the Scheme in line with clause 22.3, we will continue to communicate with Monzo about your Transfer until it is complete as set out in clause 14.

10 **Statements and valuations**

10.1 Subject to the FCA Rules, and unless we agree otherwise with you, we will make all statements regarding your SIPP Account available through your Monzo app.

10.2 Your statements will give details of payments into and out of your SIPP Account, your Investments, and the Fees applied to your SIPP Account. We will give you a statement at least once a year. This statement will include a formal valuation of your SIPP Account calculated as at the reporting date, which is the anniversary of the first day of the calendar month in which you joined the Scheme (for example, if you join on 24 November, the reporting date will be the 1st November each year).

10.3 Please note that, by the time the statement is issued, it might not be a current valuation. You may ask to receive more regular statements or statements with a different reporting date. If you would like us to provide you with a current valuation, then because of the time and costs associated with valuing your SIPP Account, we may apply an additional charge, as set out in clause 19 and the Fee Information Document.

- 10.4 You must check your annual statement promptly and notify Monzo of any discrepancies as soon as possible so that these can be corrected.
- 10.5 We have the right to change the reporting date of our statements and we will tell you if we amend the reporting date.
- 10.6 You may ask to receive more regular statements or statements with a different reporting date. If you do so, we have the right to charge an additional fee. We will tell you what that fee is before we provide these services to you.
- 10.7 If your contributions exceed the Annual Allowance or Money Purchase Annual Allowance, we will send you a statement. You may also request at statement any time. You must use the statement information to report the excess contribution to HMRC, who will then levy the appropriate tax charge on you. If you do not wish to pay such tax charge separately, you may request for payment to be made out of the value of your SIPP Account.

11 **Right to refuse instructions**

- 11.1 We may refuse any Investment instruction received from you which, in our opinion:
- (a) would not be permitted under the Trust Deed and Rules, these Terms or the Permitted Investments List;
 - (b) would or might result in an Unauthorised Payments charge or any other tax charge;
 - (c) would or might prejudice the status of the Scheme as a Registered Pension Scheme;
 - (d) would prevent or unduly delay any payment required for the proper administration of the Scheme;
 - (e) would or might carry an unacceptable level of legal risk or potential liability for us or the Trustee; or
 - (f) would or might otherwise breach Regulatory Requirements.

12 **Contributions**

- 12.1 Contributions into your SIPP Account can be made only by transfer from your Monzo current account or any other method we make available from time to time. We may refuse contributions paid by any other method. The minimum contribution you may make in any single transaction is £1.00 (one pound).
- 12.2 Your contributions will normally be treated as having been paid net of basic rate income tax. This means that we will treat your contribution as having already had the basic rate of tax applied to it. For example, where the basic rate of income tax for the tax year is 20%, to make a total contribution of £1000 (the 'grossed up' amount), you need to pay £800 into your SIPP Account (100% – 20% = 80% of £1,000 which is £800).
- 12.3 We will try to reclaim the income tax relief from HMRC on your behalf to the extent it is due to you. We may not be able to claim tax relief, or may need to repay from your account any tax relief received, or pay any alternative interest charge required by HMRC, if we have a reasonable concern that the information you have given us or the declarations that you have made are incorrect, or the required procedures have not been followed, to allow your contributions to be eligible for tax relief.

- 12.4 The money reclaimed is not available for making any Investments until we receive it from HMRC and add it to your SIPP Account, which may take several months. You are responsible for:
- (a) telling us if you know that you are not entitled to tax relief on the whole or part of a contribution; and
 - (b) claiming any tax relief above the basic rate of income tax to which you are entitled, directly from HMRC (we will not do this for you).
- 12.5 You can make contributions at any time, until you reach age 75, or such other age as may be specified by any Regulatory Requirement from time-to-time where contributions cease to be eligible for tax relief.
- 12.6 All of the Fees detailed in the Fee Information Document continue to apply whether or not you are making contributions.
- 12.7 You agree to tell us within 90 days if you Flexibly Access benefits from any other Registered Pension Scheme. This will make you subject to the Money Purchase Annual Allowance.
- 12.8 If you exceed the Annual Allowance or the Money Purchase Annual Allowance, you are responsible for notifying HMRC, and there is usually a tax charge applicable. It is your responsibility to familiarise yourself with the Annual Allowance and the Money Purchase Annual Allowance and whether the payment of any contributions to your SIPP Account will attract a tax charge as a result of exceeding those allowances.
- 12.9 If you make contributions into the Scheme which, when combined with contributions to other UK Registered Pension Schemes, exceed the amount on which you are entitled to tax relief, you can request a refund in respect of the excess on certain terms. We can agree to refund either the excess contribution or the value of Investments made in your SIPP Account using the excess contribution – whichever one is the lower amount.
- 12.10 HMRC requires us to repay any basic rate income tax relief that has been claimed on any contribution you make in excess of your applicable allowances. For us to make the refund of the excess contribution amount to you, the value of your SIPP Account must be sufficient to make the required payment back to HMRC. If you do not have enough cash in your SIPP Account, we may sell Investments you hold to repay you or HMRC.
- 12.11 If you Transfer out your SIPP Account to another pension scheme, you agree that you are responsible for any resulting Losses including any tax payable and/or tax relief lost due to you making any contribution in excess of your applicable allowances into your SIPP Account.

13 **Transfers in**

- 13.1 You must seek our consent to transfer the value of your pension fund from another Registered Pension Scheme or QROPS into the Scheme.
- 13.2 Neither we nor the Trustee will provide legal, financial, tax or transfer advice to you, and acceptance of any Transfer into the Scheme or your SIPP Account is in no way an endorsement of the suitability for you of the Transfer. It is your responsibility to ensure that a Transfer is in your best interests and you should take advice from a suitably qualified adviser.
- 13.3 Transfers in may only be made by cash payment in pounds sterling.

13.4 Before any Transfer to the Scheme is accepted you must provide us with any information, instructions, declarations, authorisations, confirmations, evidence and / or consents that we consider may be required by us or the transferring pension provider or under the Trust Deed and Rules. Any Transfer accepted will be on the basis of these Terms and any other terms notified to you separately in advance of the Transfer being actioned.

13.5 We reserve the right to reject any Transfer to the Scheme.

13.6 It is your responsibility to make sure that the pension scheme or plan you are taking a Transfer from into this Scheme will allow the transfer of the amount that you want to transfer to this Scheme and to initiate the transfer process with the transferring pension provider. We do not accept any responsibility for any delays in payment by the transferring pension provider.

14 Transfers out

14.1 You can request a Transfer of all or part of your SIPP Account value to another Registered Pension Scheme or a QROPS if:

- (a) the Transfer will not result in an Unauthorised Payment;
- (b) the Transfer satisfies the requirements under the Trust Deed and Rules; and
- (c) sufficient checks on the receiving scheme can be carried out to our satisfaction in accordance with Regulatory Requirements.

14.2 Partial Transfers of your SIPP Account value and any Transfers that are not in exercise of your statutory transfer rights can only be made with our consent and may only be permitted on such terms and of such amounts as we determine.

14.3 We will carry out enquiries and checks necessary to comply with Regulatory Requirements, the Trust Deed and Rules and these Terms in response to a request from you to transfer out of the Scheme. This may lead to delays in implementing such Transfers. In certain circumstances set out in Regulatory Requirements, we can or must refuse to make a Transfer in order to protect you from potential scam risks.

14.4 If you request a Transfer of all or part of your SIPP Account out to a non-UK pension scheme, we will be required to carry out additional checks and enquiries to establish whether the scheme qualifies as a QROPS. You may be charged additional Fees in accordance with the Fee Information Document.

14.5 Without prejudice to your statutory rights, as a minimum we will not complete a Transfer out of the Scheme unless we are satisfied as to each of the following:

- (a) we have proper authority to make the Transfer;
- (b) we have received all the necessary information and documentation from you and/or the receiving pension scheme provider;
- (c) you have paid all the Fees due to us;
- (d) all liabilities applicable to your SIPP Account have been paid;
- (e) the receiving scheme is a Registered Pension Scheme or QROPS; and
- (f) the Transfer would not, to our reasonable understanding, involve a pension scam.

2 Transfers out will be made by cash payment.

14.6 If we Transfer the value of your SIPP Account

- (a) we will sell or transfer your Investments (as appropriate) at the next reasonably practicable opportunity after we receive your instructions and transfer the assets or value realised (less any Fees due under these Terms); and
- (b) we will complete all Transfers out as soon as reasonably practicable after we receive and accept all of the relevant information and documents we require from both you and the proposed receiving pension scheme provider, to be able to complete your Transfer out of the Scheme.

14.7 You may withdraw a pending Transfer request by giving us written notice but only provided we have not yet entered into a binding agreement with a third party to make the Transfer to the other pension scheme or otherwise actioned the Transfer.

14.8 If you Transfer the value of your SIPP Account to another pension scheme, we may receive small payments after the Transfer has been made e.g. dividends or interest. We may keep these payments as part of the Scheme's fund if it is not economical or possible to forward them to your new scheme.

14.9 When we have transferred the full value of your SIPP remaining after satisfaction of all liabilities applicable to your SIPP Account, we will close your SIPP Account and you will cease to be a Member.

15 Pension Sharing Orders and other court orders

15.1 If your SIPP Account becomes subject to a Pension Debit as a consequence of a Pension Sharing Order, your SIPP Account will be reduced by the value of the corresponding Pension Debit. Deductions may also need to be made to your SIPP Account to reflect other types of court order (this may include bankruptcy, judgment creditor or confiscation orders).

15.2 If you do not have enough money in your SIPP Account to cover the Pension Credit Rights or other deductions referred to in clause 15.1, we will apply the processes set out in clause 19 to allow that liability to be discharged.

15.3 We may be required to disclose information regarding your Membership and your SIPP Account to third parties in connection with a Pension Sharing Order or other type of court order. You agree to provide us with any information, documents or other evidence we request for this purpose.

15.4 We (either for ourselves or on behalf of the Trustee) may charge you for implementing Pension Sharing Orders or other types of court order in relation to your SIPP Account and providing information regarding your Membership to third parties in accordance with Regulatory Requirements (for example, in relation to divorce proceedings). Any such charges will be set out in the Fee Information Document and payable from your SIPP Account.

16 Trustee Bank Account

16.1 The Trustee (acting at our direction) will operate one or more bank accounts to hold the money in your SIPP while not invested, in order to pass that money to and from your SIPP Account as and when required (a "**Trustee Bank Account**").

- 16.2 A Trustee Bank Account will be:
- (a) a bank account held in the name of the Trustee;
 - (b) operated by us, and
 - (c) be a pooled account holding money from any number of members and beneficiaries of the Scheme at a given time for transfer to, or after transfer from, their SIPP Accounts.
- 16.3 The money that you put into your SIPP Account will be fully invested and any income that we receive from your investments will be reinvested. Because of this, money will be held in a Trustee Bank Account only briefly before it is invested. Therefore, no interest will be paid on any Money in your SIPP Account and the Trustee will retain any interest earned .
- 16.4 You acknowledge that references to cash payments to and from your SIPP Account will be understood as having been passed through a Trustee Bank Account.
- 16.5 When opening a Trustee Bank Account, we will use reasonable skill and care in selecting the bank, but we are not liable for the acts or omissions, insolvency or dissolution of such bank. We reserve the right to change any Trustee Bank Account arrangements at any time.
- 16.6 If a bank holding Trustee Bank Account money defaults, your SIPP Account may share proportionately in any shortfall in the Trustee Bank Account. In this case, it may be possible to make a claim in respect of any shortfall under the Financial Services Compensation Scheme.

17 **Permitted Investments List**

17.1 The Investments you are permitted to hold within your SIPP Account are limited to those which we permit in our absolute discretion, as set out in the Permitted Investments List. You are responsible for checking the Permitted Investments List and we have the right to refuse any Investment instructions to purchase an Investment in accordance with the Trust Deed and Rules and / or that is not on the Permitted Investments List.

17.2 The Permitted Investments List:

- (a) may include a narrower range of Investments than the full range permitted by Regulatory Requirements or the Trust Deed and Rules; and
- (b) may change from time to time.

We will tell you about any changes to the Permitted Investments List via the Monzo App (see also clause 21 below).

- 17.3 We can instruct the Trustee to sell any Investments held in your SIPP Account without advance notice or your agreement if, in our reasonable opinion:
- (a) they are not, or stop being, on the Permitted Investments List;
 - (b) the Investment would or might become subject to additional tax charges;
 - (c) by holding the Investment, we or the Trustee could be exposed to a liability that could not be met by money from your SIPP Account;
 - (d) holding the Investment might result in damage to our reputation or that of the Trustee;

- (e) there are legal or regulatory reasons for the Investment(s) to be sold (e.g. to comply with a court order); or
- (f) holding the Investment would make aspects of the administration of your SIPP Account or the Scheme more difficult or costly.

We will tell you if we sell Investments in this way, the reasons for the sale, and any the amounts of any charges made.

18 **Appointment of Monzo**

18.1 We will provide our SIPP services to you through Monzo who will act as your agent when you invest in your SIPP, in accordance with the Monzo Pension Agreement. Monzo provide you with access to your SIPP Account via the Monzo app.

18.2 We recommend that you read the Monzo Pension Agreement carefully as it governs your relationship with Monzo. By agreeing to the Monzo Pension Agreement, you authorise Monzo, on your behalf as your agent, to:

- (a) represent you in relation to all aspects of these Terms and the services that we provide to you, including entering into these Terms on your behalf – when Monzo does so that means that you have to comply with the Terms;
 - (b) accept any changes to the Terms that we tell Monzo we wish to make;
 - (c) send or receive information or instructions to and from us, including instructing us to close your SIPP Account and transfer your Investments to another SIPP provider;
 - (d) to sell your Investments to pay money to you or to settle any Fees that are due on your SIPP Account or to Monzo;
- and
- (e) receive information and requests from us.

18.3 We will accept instructions from Monzo as if they are made by you directly and we will have no obligation to question those instructions.

18.4 You should contact Monzo if you have any questions about the Monzo Pension Agreement or our Terms.

18.5 Monzo may charge costs, fees and expenses in accordance with the Monzo Pension Agreement and you authorise us to deduct those charges from your SIPP Account. Where there is not enough money in your SIPP Account to meet your obligations to pay Monzo's fees and charges we will follow the process set out in clause 20.3.

19 **Fees**

19.1 The Fee Information Document sets out the Fees that apply to your SIPP Account. All Fees quoted are exclusive of any applicable taxes and/or duties, which, if applicable, you will pay in addition to any Fees.

19.2 Monzo will charge you a Fee for your SIPP and will, as your agent, pay us for our SIPP Operator services. If for any reason Monzo is unable to pay us for our services, you agree that we may charge you directly for our services at the rates set out in the Fee Information

Document or as we may otherwise tell you. We will tell you of any changes to your Fees as set out in clause 21 before we apply the changes.

19.3 You agree that we may deduct all Fees from your SIPP Account automatically in accordance with the Fee Information Document.

19.4 Monzo's investment services, provided under the Monzo Pension Agreement, are provided in a way which helps you invest as much of the sums you contribute to your SIPP Account as possible, and minimise the value left in cash. Therefore, when we deduct Fees from your SIPP Account we will firstly take any cash in your SIPP Account as a payment towards the Fees that are due but if there is not enough money in your SIPP Account to pay the Fees, we will then sell Investments in your SIPP Account to cover the balance of Fees due.

19.5 It is very unlikely that you will not have enough money and Investments in your SIPP Account to meet all of the Fees due however, **please note: where after the sale of your Investments there is not enough money in your SIPP Account to cover all the Fees or any other sums due by you to Monzo or to us, you will be personally liable for any money that is still owed and you must pay to us promptly when we ask you to any sums that are still due after we have exercised Monzo's and our rights under clause 19.4.**

19.6 We may add to or change the Fees that we may deduct from your SIPP Account or otherwise charge you in line with clause 21.

19.7 When we sell your Investments, we will sell them at whatever price is available at the time. This may result in the sale of Investments when the relevant market is depressed. As well as being used to pay Fees and any other sums or charges due to us, Monzo or any third party under these Terms or your Monzo Pension Agreement, Assets may have to be sold:

- (a) to provide benefits (see Section B); or
- (b) if the Scheme is wound up (as described in clause 22.8).

20 **Our responsibility to you and your responsibility to us**

20.1 You are responsible for all matters which are within your control or in respect of which you or a person acting on your behalf (including Monzo) provides an instruction to us.

20.2 Unless caused by our negligence, intentional default or fraud, we shall not have any liability for any Loss suffered or incurred by you or your SIPP Account or any reduction in the value of any underlying Investments, arising from or in relation to:

- (a) Monzo's acts or omissions;
- (b) any other third party's acts or omissions;
- (c) any failure to perform, or delay in performing, our obligations under these Terms if the failure or delay results from circumstances beyond our or the Trustee's reasonable control;
- (d) any Investment decision or option or transaction, or veto we exercise over any Investment decision or option or transaction, or the performance of any Investment or asset of the Scheme or your SIPP Account;

- (e) any Unauthorised Payment made, or tax charge incurred, in respect of your SIPP Account or the Scheme;
- (f) any delay in the payment or Transfer of funds into or out of your SIPP Account;
- (g) any act or failure by you, which is prohibited by Regulatory Requirements, and which requires us to take corrective action;
- (h) our acts or omissions as SIPP Operator pursuant to or permitted by the Trust Deed and Rules or these Terms;
- (i) us acting in accordance with any instruction or consent from Monzo (including in relation to any contribution, Transfer, or Investment decision relating to your SIPP Account or the Scheme), or any instructions or consent that appears to us or the Trustee to have been given by Monzo or any other legally authorised person acting on your behalf;
- (j) us relying on any information or document provided by you, Monzo or any other legally authorised person acting on your behalf (or any person that appears to us or the Trustee to be doing so), or by any beneficiary or potential beneficiary of your SIPP Account or the Scheme;
- (k) a Transfer to the Scheme where such liability, Losses or delays are outside our reasonable control, for example, caused by a third party, or delays in executing any transfer of investments due to market conditions;
- (l) the processing of requests for Transfers out of the Scheme, including delays in the completion of your Transfer arising as a result of delays in the disinvestment process, or a refusal to permit a Transfer;
- (m) any failure by you to provide us with up-to-date personal contact details in accordance with clause 26.

20.3 if an Investment is sold in accordance with clauses 17.3 and/or 20.3 or in accordance with the Trust Deed and Rules, we may recover from your SIPP Account:

- (a) any Fees, deductions, premiums, commissions, levies, expenses and interest imposed, incurred, charged or deductible by or payable to us or the Trustee or any third party in relation to the Scheme or your Membership to the extent this is permitted by the Trust Deed and Rules, these Terms, the Fee Information Document or Regulatory Requirements;
- (b) all tax arising out of or relating to anything done, or omitted to be done in relation to your SIPP Account whether as a result of an Unauthorised Payment or otherwise;
- (c) all liabilities arising out of or relating to anything done or omitted to be done in relation to any request to make a Transfer out from your SIPP Account to a QROPS; and
- (d) all liabilities arising out of or relating to anything done or omitted to be done, in relation to any request to make a Transfer into your SIPP Account from a QROPS.

If any such amounts are not recoverable from your SIPP Account then we will take all steps that we consider reasonable to recover the shortfall from you personally, and you agree that you will make any necessary cash payment(s) to us in order to meet such shortfall.

- 20.4 The limitations set out in clause 20.2 shall be interpreted as widely as possible.
- 20.5 Notwithstanding the foregoing, the limitations in this clause will not be applied where it would limit liability for death, personal injury caused by our negligence, wilful default or any other liability in respect of which limitation is prevented by Regulatory Requirements from time to time.
- 20.6 Nothing in these Terms will exclude or restrict, any duty or liability we may have under the regulatory system (as defined by the FCA Rules) where the FCA Rules do not allow us to exclude or restrict such liability.

21 **Changes to these Terms**

- 21.1 If we need to make changes to these Terms including the Fees Information Document, and / or the Permitted Investments List, we will give you at least 30 days' notice (or more if a longer period is required by Regulatory Requirements). Where we make changes in your favour, we may do so without prior notice to you, or with such notice as is reasonable in the circumstances.
- 21.2 If you don't agree to the changes, you can contact us using the Monzo app, and instruct us to Transfer your SIPP to another Registered Pension Scheme. If you do so, we'll close your SIPP Account without applying any extra Fees in accordance with clause 22 below.
- 21.3 Where changes that are not material are needed to correct typographical, or other incidental errors, we may make such changes to our Terms without notice to you.
- 21.4 Changes to these Terms which result from circumstances outside of our control, for example a change in Regulatory Requirements, may be subject to a shorter period of notice, and may take effect immediately, but we will aim to provide you with as much notice as reasonably possible.
- 21.5 We will consider that you have consented to any such changes, and we will rely on that consent to continue to provide Membership services to you, unless you send us your objection(s) to the changes, or your wish to end your Membership, within the time specified in our notice of the changes.
- 21.6 During the notice period, if you are unhappy with the proposed changes to the Terms, you can elect to transfer out of the Scheme to another provider in line with clause 14. In this instance, we will not increase the transfer out Fees and you will be free to Transfer your SIPP Account to another Registered Pension Scheme or QROPS (subject to the existing transfer out fees in the Fee Information Document).

22 **Ending your Membership (Termination)**

- 22.1 Your Membership will cease when the total value of your SIPP Account is extinguished through:
- (a) the Transfer of the total value of your SIPP Account (less any applicable Fees and other reductions) to another Registered Pension Scheme or QROPS;
 - (b) the purchase of an Annuity in respect of the total value of your SIPP Account;
 - (c) the payment of an UFPLS in respect of the total value of your SIPP Account;

- (d) the payment of a serious ill-health lump sum in respect of the total value of your SIPP Account;
 - (e) the payment of your lump sum death benefits to your beneficiary/ies;
 - (f) the sale of Investments to pay outstanding Fees; or
 - (g) the Scheme being wound up in accordance with the Trust Deed and Rules.
- 22.2 These Terms will continue to apply until your Membership ceases. However, the provisions of clauses 12.7, 12.8, 12.9, 14.9, 18, 19, 20.1, 20.2, 27, 33 and 34 of these Terms will continue to apply to you and us during any winding-up of the Scheme and after your SIPP Account has been extinguished.
- 22.3 If you no longer wish to invest your SIPP Account funds using this Scheme or via Monzo, you can exercise your statutory right to Transfer the cash equivalent transfer value of your SIPP Account to another Registered Pension Scheme or QROPS in accordance with the requirements under clause 14 of the Terms.
- 22.4 If the relationship between us and Monzo comes to an end for any reason, we will transfer out (or arrange with the Trustee for the transfer out of) your SIPP Account to another Registered Pension Scheme selected by Monzo. If Monzo does not select such a scheme, We will give you the opportunity to Transfer to another Registered Pension Scheme or QROPS of your own choosing. If you do not give us clear instructions within the timescales that we set out in our notice to you regarding the need to Transfer your SIPP Account, you authorise us and the Trustee to execute any documentation on your behalf necessary to achieve the Transfer, should this occur for example entering into the terms and conditions for you with the operator or administrator of the receiving scheme.
- 22.5 For Transfers under clause 22.4, you authorise us and the Trustee to execute any documentation on your behalf necessary to achieve the Transfer, should we need to select another Registered Pension Scheme, for example entering into the terms and conditions for you with the operator or administrator of the receiving scheme.
- 22.6 By giving you at least six months' notice in advance, we can, without any consent or further action from you, Transfer out (or arrange with the Trustee for the transfer out of) your SIPP Account value to another Registered Pension Scheme for any of the following reasons:
- (a) we or Monzo stop being authorised by the FCA;
 - (b) Monzo stops or wishes to stop providing investment services for the Scheme or our commercial arrangements with Monzo terminates;
 - (c) we close the Scheme to new business;
 - (d) we wind the Scheme up in accordance with the Trust Deed and Rules;
 - (e) changes to Regulatory Requirements make it difficult or impossible or more expensive to operate the Scheme;
 - (f) we conclude that the Scheme operation is not in the interests of its Members, us, the Trustee or the industry;

- (g) we make an alternative Registered Pension Scheme available that provides similar benefits to the Scheme;
- (h) the Scheme ceases, or if we consider that it could cease, to be a Registered Pension Scheme; or
- (i) we consider that the relationship between you and us, or you and Monzo, or us and Monzo, has broken down, including in the event of abusive, offensive inappropriate or threatening behaviour by you towards us or any of ours or Monzo's representatives.

22.7 For Transfers out under clause 22.6, we will provide you with the opportunity to select another Registered Pension Scheme of your choice and we will arrange the Transfer to that Registered Pension Scheme provided that that scheme can receive a Transfer of your SIPP Account value in accordance with Regulatory Requirements, and that all relevant requirements under these Terms are met. If you do not tell us of your choice within the six month notice period, we will choose the Registered Pension Scheme that your SIPP Account value will be transferred to. You authorise us and the Trustee to execute any documentation on your behalf necessary to achieve the Transfer if this occurs. We will transfer the assets that relate to your SIPP Account net of any liabilities (such as Fees and or other due deductions chargeable to your SIPP Account). Investment transactions already initiated will, where practicable, be completed.

22.8 In the case of the winding up of the Scheme, we will give you reasonable notice and will provide you with information in relation to your rights. No Fees already paid by you shall be refunded and those due shall remain so.

22.9 Upon receiving notice of termination or mandatory transfer out in accordance with clause 22.6, you will no longer be able to make contributions or Transfer any value into your SIPP Account. However, all instructions which are in progress on the date of the notice will be carried out and completed.

23 **Conflicts of interest**

23.1 A conflict of interest includes where our duties to you as our customer may conflict with what is best for ourselves, companies in our group or our other customers.

23.2 To manage any conflicts that may arise, we maintain a conflicts of interest policy. The policy is available on request.

24 **Complaints**

24.1 All complaints should be directed in the first instance to Monzo and we will communicate with you about your complaint through the Monzo App.

24.2 We will try to resolve any complaints as quickly as possible, but in any event, we will acknowledge receipt of your complaint within five Working Days. . The acknowledgement will include a full copy of our internal complaints handling procedure. Upon final resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy.

24.3 If your complaint is not satisfied by our final response letter, you can refer the matter to the Financial Ombudsman Service:

The Financial Ombudsman Service

South Quay Plaza
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123 (from mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

24.4 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.

24.5 You may also have the right to refer the matter to the Pensions Ombudsman:

The Pensions Ombudsman
10 South Colonnade
Canary Wharf
E14 4PU
Telephone: 0800 917 4487

Website: www.pensions-ombudsman.org.uk

24.6 Making a complaint, unless made to the Pensions Ombudsman, does not hinder your right to take legal proceedings.

24.7 For free help and advice regarding your pension, you can also contact:

Money and Pensions Service
120 Holborn
London EC
1N 2TD

Telephone: 0800 011 3797

Website: <https://www.moneyhelper.org.uk/en>

24.8 If you have a complaint about the service provided by Monzo please refer your complaint directly to them in accordance with the Monzo Pension Agreement.

25 **Compensation**

25.1 We are covered by the Financial Services Compensation Scheme (FSCS). Compensation may be available to you from that scheme if we become unable to meet our obligations to you. This depends on the circumstances of the claim:

- (a) most types of investment are covered for up to £85,000; and
- (b) any money held on deposit with an Approved Bank (as defined under the FCA Rules) will be covered for up to £85,000 per person per bank.

25.2 Please note that this protection is only available to certain types of clients and the maximum amount of cover (currently £85,000) is reviewed from time to time. For the most up-to-date

amounts, or for further details of the relevant schemes, please see the FSCS website at: www.fscs.org.uk.

26 **Changes to your personal details or circumstances**

26.1 It is important that you keep Monzo and us up to date with any change to your personal contact details (including your address and email address) as well as any changes to your personal circumstances.

If you are in doubt as to whether a change is relevant, please contact Monzo in the first instance.

27 **Rights of third parties**

27.1 Only we and you have the power to enforce these Terms. No other person has any right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act or to require their consent before these Terms are varied.

28 **Assignment**

28.1 You may not transfer or assign any of your rights or obligations under these Terms.

28.2 Although your SIPP Account may be subject to a Pension Sharing Order or other type of court order, it cannot be assigned, mortgaged or have a charge assigned against it.

1 **Our right to delegate**

1.1 We may delegate any aspect of the SIPP Operator services to a third party and may provide information about you for this purpose. This will not change our obligations to you or your rights under this Agreement. We do not need to tell you if we delegate any function.

1.2 We may employ agents to perform any administrative or ancillary services to enable us to perform our SIPP Operator services. We will act in good faith and with reasonable skill and care in the selection use and monitoring of agents.

29 **Transfers of business**

29.1 Subject to the FCA Rules, we may transfer our rights, powers, obligations and liabilities under or in connection with these Terms to any member of the FNZ Group (the "Transferee") without your specific consent, provided:

(a) we have given you at least 30 calendar days' notice (unless this is impractical in the circumstances, in which case we will notify you of the transfer as soon as practicable); and

(b) you have not validly given notice that you want to transfer your SIPP assets to a different SIPP provider on or before the date that we specify in our notice to you.

29.2 We will only carry out such a Transfer if:

(a) we reasonably consider that the Transferee is capable of performing our obligations under these Terms; and

(b) the Transfer is not prohibited by Regulatory Requirements.

- 29.3 You agree that the Trustee can authorise the transfer of any money or Investments held within your SIPP to another bank or custody provider as part of any such Transfer.
- 29.4 Upon such Transfer taking effect and subject to the FCA Rules, we shall be released from future responsibility to you and you will be released from any further obligation to us under these Terms and you will be bound by these Terms (as amended by any written notice) as if the Transferee had originally been named as a party to them instead of us. The Transferee will acquire and assume all the rights, powers, obligations and liabilities it would have had, if it had been an original party to these Terms instead of us.
- 30 **Severability**
- 30.1 If any provision under these Terms is declared by a court or the FCA to be illegal, invalid or unenforceable for any reason, that provision will be treated as though it had never been part of these Terms or our agreement with you, but we may still rely on the remainder of the Terms.
- 31 **Circumstances outside our control**
- 31.1 We will to the extent practicable in our opinion, provide notice of any circumstances outside our control which will adversely affect our ability, or the ability of any person acting on our behalf, to provide our services to you and, to the extent known, the potential delay in providing part or all of our obligations under these Terms.
- 32 **Governing law**
- 32.1 These Terms will be governed by and construed in accordance with English Law. Any disputes between us will be heard in the English courts or if you so choose the courts of the country within the United Kingdom in which you are resident.
- 33 **Data Protection**
- 33.1 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website: <https://www.FNZSecurities.com/privacy-policy/>.
- 33.2 We will not sell, rent or trade your personal information to third parties for marketing purposes.
- 33.3 We may record calls and any electronic or other communications between us (including via Monzo) for legal, monitoring and other purposes. We will retain copies of the records we create in accordance with applicable legal and regulatory requirements.
- 33.4 We may use, store or otherwise process personal information provided by you or us in connection with the provision of our services under these Terms or the purposes of providing you with our services, administering your account or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments or the verification of your identity and/or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations. In the UK, we operate, and have made all appropriate notifications in accordance with, applicable data protection legislation.
- 33.5 In accordance with data protection laws you are entitled to a copy of the information we hold about you. You should direct any request to us using the contact details set out in clause 3 of these Terms. You should let us know if you think any information we hold about you is inaccurate and we will correct it.

SECTION B: PAYMENT OF BENEFITS

1 When you can access benefits

1.1 If you wish to receive benefits from your SIPP Account, you must normally have reached Normal Minimum Pension Age.

1.1 You may be able to receive benefits from your SIPP Account before Normal Minimum Pension Age if, in accordance with Regulatory Requirements:

- (a) we are satisfied that you have stopped carrying on your current occupation and you are, and will continue to be, incapable of carrying on your current occupation due to physical or mental impairment; or
- (b) you satisfy the conditions for payment of a serious ill-health lump sum (see below); or
- (c) in any other circumstances permitted by Regulatory Requirements;

and you provide any medical or other evidence that we may require.

1.2 It is strongly recommended that you seek advice from an Independent Financial Adviser, and / or obtain guidance from Pension Wise (www.moneyhelper.org.uk/), before accessing your benefits. There are tax consequences to accessing your benefits.

1.3 Before we can calculate your benefits, we must obtain a current valuation of your SIPP Account. Once we have the valuation we will test it, if required, against the Lump Sum Allowance and Lump Sum and Death Benefit Allowance before paying your benefits.

2 Information required from you

2.1 We will require information and/or evidence from you or from any Scheme beneficiary from time to time in order to administer your SIPP Account, process the payment of benefits and comply with the Trust Deed and Rules, Regulatory Requirements in respect of your SIPP Account and the Scheme. This may include checks to verify your identity and comply with anti-money laundering obligations.

2.2 If you fail to provide information and/or evidence when requested, or you provide us with incorrect information, we may not be able to carry out your instructions, compliance with your instructions may be delayed, and your SIPP Account may incur tax charges.

2.3 If you request from us a certificate which shows how your Lump Sum Allowance and Lump Sum and Death Benefit Allowance should be calculated we will only issue the certificate if we are provided with information which, in our opinion, is complete evidence of all lump sums and lump sum death benefits received by you before 6 April 2024.

3 Benefit Options

3.1 You will be able to choose one or more of the following options, with our consent:

- (a) taking an UFPLS; or
- (b) buying an Annuity.

3.2 You must let us know via the Monzo app what proportion of your SIPP Account you wish to use for these options.

- 3.3 Where required by Regulatory Requirements, and/or in accordance with the Trust Deed and Rules and Regulatory Requirements, we will deduct any tax due before the payment of benefits. Where a payment is to be taxed at your marginal rate of income tax, this will be calculated on the tax code we receive from HMRC even if that is different from the tax code that you have received personally. If we do not have a current tax code for you, we will use the emergency tax code issued by HMRC at that time. If you have overpaid income tax you will need to reclaim this yourself from HMRC by following their current procedure.
- 3.4 We can only pay benefits to the extent there are sufficient funds in your SIPP Account (including to pay any tax that may be due) before the payment date. We will notify you through the Monzo app if this is not the case.

4 Pension Commencement Lump Sum

- 4.1 When you designate funds in your SIPP Account for the purchase of an Annuity, you can request to take a tax-free lump sum if you have available Lump Sum Allowance and Lump Sum and Death Benefit Allowance and meet any other conditions required by Regulatory Requirements at the time of your request.
- 4.2 The tax-free lump sum currently can be an amount up to the lower of:
- (a) 25% of the value of the funds which are used to purchase the Annuity;
 - (b) your remaining Lump Sum Allowance; and
 - (c) your remaining Lump Sum and Death Benefit Allowance.

You may be able to take a higher tax-free lump sum if you are entitled to a protected lump sum amount. If you think this applies to you, you should speak to a suitably qualified adviser for further details.

- 4.3 If you have no Lump Sum Allowance or Lump Sum and Death Benefit Allowance remaining when you designate funds in your SIPP Account for the purchase of an Annuity you can still request to take a lump sum if you meet the conditions required by Regulatory Requirements at the time of your request. This lump sum will not currently be tax-free and will be taxable as pension income at your marginal tax rate. If you think this applies to you, you should speak to a suitably qualified adviser for further details.
- 4.4 Any lump sum described above will be paid by BACS to your Monzo current account or such other personal UK bank account in your name as we agree with you.

5 Uncrystallised Funds Pension Lump Sum (UFPLS)

- 5.1 You can request to access all of the Uncrystallised funds in your SIPP Account by taking an UFPLS if you meet the conditions required by Regulatory Requirements at the time of your request.
- 1.1 Part of the UFPLS will be tax-free, with the remainder taxable as pension income at your marginal tax rate. Currently, the amount of the tax-free element will be the lower of:
- (a) 25% of the value of the Uncrystallised funds;
 - (b) your remaining Lump Sum Allowance; and
 - (c) your remaining Lump Sum and Death Benefit Allowance.

- 5.2 We may set a minimum amount that you can take from your SIPP Account as an UFPLS.
- 5.3 We will pay any UFPLS by BACS in sterling to a personal UK bank account in your name.
- 5.4 You cannot take an UFPLS if you have applied for certain forms of Tax Protection. If you are unsure whether this applies to you, you should speak to a suitably qualified adviser.

6 **Buying an Annuity**

- 6.1 If you wish to purchase an Annuity, you must tell us through the Monzo App whether you want to use the whole, or only part, of your SIPP Account and which annuity provider you have selected. An Annuity must be purchased from an annuity provider. We do not offer this.
- 6.2 If you are using all of your SIPP Account, all assets in your SIPP Account must be disinvested before an Annuity can be purchased. If you are using only part of your SIPP Account, you must tell us through the Monzo App which assets to disinvest.

7 **Serious Ill-health lump sum**

- 1.2 With our consent, you may take all the Uncrystallised benefits from your SIPP Account as a lump sum if you have provided evidence from a registered medical practitioner that you are expected to live for less than one year and all other conditions under Regulatory Requirements are met.
- 1.3 We will deduct any tax due from the lump sum. If the lump sum is paid before you reach age 75 it will currently be tax-free unless it exceeds your remaining Lump Sum and Death Benefit Allowance. Any excess above your Lump Sum and Death Benefit Allowance will be taxable as pension income at your marginal tax rate. If the lump sum is paid after you reach age 75, the whole amount is taxable as pension income at your marginal tax rate.
- 7.1 We will pay any serious ill-health lump sum by BACS in sterling to a personal UK bank account in your name.

8 **Death Benefits**

- 8.1 On your death, the value of your SIPP Account may be paid out as a lump sum or to buy an Annuity for your spouse, dependants, nominees or other beneficiaries in accordance with the Trust Deed and Rules and Regulatory Requirements.
- 8.2 Once you have opened your SIPP Account, you are asked to complete an Expression of Wishes nominating the beneficiaries you would like your benefits to be paid to on your death. You should keep your wishes up-to-date by replacing it with a new Expression of Wishes using the Monzo app. We will take your wishes into account when deciding to whom your benefits should be paid, but the Expression of Wishes is not binding on us. Benefits will be paid in accordance with the Trust Deed and Rules. We may need to make enquiries with potential beneficiaries and other third parties before we can exercise any discretion over who to pay benefits to.
- 8.3 Once we have received notification of your death, we will write to your Personal Representatives to explain what will need to be provided to us.
- 8.4 Where required by Regulatory Requirements, and as permitted by the Trust Deed and Rules and Regulatory Requirements, we will deduct any tax due before the payment of death benefits.

8.5 Lump sum death benefits will not be paid unless:

- (a) we have received all required documentation and information that we believe is necessary to administer payment in accordance with the Trust Deed and Rules and Regulatory Requirements;
- (b) all due Fees and tax have been paid; and
- (c) any other applicable deductions and liabilities chargeable to your SIPP Account (including all costs arising in relation to any Investment or benefit payment) have been paid.

8.6 Until all death benefits have been paid in full and the value of your SIPP Account is reduced to zero, Fees will continue to apply.

9 Liability

9.1 In addition to, and without prejudice to, clause 20 of Section A of these Terms and Conditions, to the fullest extent permitted by Regulatory Requirements, neither we nor the Trustee shall have any liability for any Loss suffered or incurred by you, your SIPP Account, or any other beneficiary relating to your SIPP Account, arising from:

- (a) any action or omission resulting in an Unauthorised Payment or a tax charge or penalty being made or treated as being made;
- (b) any loss incurred to your SIPP Account due to an incorrect tax code being issued to us;
- (c) loss of any Tax Protections which you have registered at any time with HMRC; or
- (d) any failure to consult with or act upon the wishes of you, any beneficiary, or any potential beneficiary, of your SIPP Account.

IMPORTANT NOTE: All benefit options payable from the Scheme, and the conditions that must be satisfied in order for them to be paid, can only be paid to the extent that is consistent with Regulatory Requirements. Regulatory Requirements can change in future and we reserve the right to change the Scheme's benefit options and the circumstances in which they can be paid in line with any such changes.