

# About our services

## 1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. This document is designed by the FSA to be given to consumers considering buying certain financial products. Use this information to decide if our services are right for you.

## 2. Whose products do we offer?

- ☐ We offer products from the whole market.
- ☐ We only offer products from a limited number of companies.
- ☒ We only offer products from Virgin Money Unit Trust Managers Ltd.

## 3. Which service will we provide you with?

- ☐ We will advise and make a recommendation for you after we have assessed your needs.
- ☒ You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- ☐ We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not:
  - conduct a full assessment of your needs,
  - offer advice on whether a non-stakeholder product may be more suitable.

## 4. What will you have to pay us for our services?

- ☐ Before we provide you with advice, we will give you our keyfacts guide 'about the cost of our services'.
- ☒ We will tell you how we get paid, and the amount, before we carry out any business for you.

## 5. Who regulates us?

Virgin Money Personal Financial Service Ltd, Discovery House, Whiting Road, Norwich NR4 6EJ, is authorised and regulated by the Financial Services Authority. Our FSA Register number is 179271.

Our permitted business is arranging pension and unit trust business.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0300 500 5000.

## 6. Loans and ownership

Virgin Money Holdings (UK) Ltd has 100% of the voting rights and owns 100% of the share capital of both Virgin Money Personal Financial Service Ltd and Virgin Money Unit Trust Managers Ltd.

## 7. What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing to:

Virgin Money, PO Box 9522,  
Chelmsford CM99 2AB

By phone: **08456 10 20 30**

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## 8. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business are covered up to £50,000 per person. For cash ISA's this is up to £85,000 per person. For more information about the compensation scheme arrangements go to [www.fscs.org.uk](http://www.fscs.org.uk). Please check your product terms and conditions for further details.





**Virgin Money Personal Financial Service Ltd**

Registered office:  
Discovery House,  
Whiting Road,  
Norwich NR4 6EJ.

Registered in England no. 3072766.

Virgin Money Personal Financial Service Ltd  
is authorised and regulated by the Financial  
Services Authority.

All calls are recorded and randomly monitored.

All products are available only to  
residents of the United Kingdom.

The information contained in this booklet  
is correct as at April 2013.

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# Key Features and Terms & Conditions for your Virgin Stakeholder Pension

[virginmoney.com](http://virginmoney.com)



# Key features

## Important note

The Financial Services Authority is the independent financial services regulator. It requires us, Virgin Money, to give you this important information to help you to decide whether our Virgin Stakeholder Pension is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

## Its aims

- › To help you save tax-efficiently by building up a fund to provide you with an income in retirement.

## Commencement

Your pension will be set up after we receive your correctly completed application or instructions, and initial subscription, or when all our requirements have been met, if later. We do, however, have the right to refuse your application.

## Your investment

- › The minimum payment into your pension is £1, whether you choose to invest regularly or as a one-off.
- › You can change the amount you save, and make one-off payments, at any time.
- › You can stop making payments if you need to.
- › You can save in a stakeholder pension and get tax relief even if you are not working.
- › Employers and other people can also make payments into your pension.
- › You can transfer other pensions into this pension.
- › You can open a stakeholder pension on behalf of your child.
- › You must inform us if any of your personal circumstances change that may affect your contributions.

## Risk factors

- › Once you have invested money, you can't usually access it until after your 55th birthday.
- › If you invest money for a child they won't be able to take their pension benefits until after the age of 55.
- › The value of your fund and the income it receives can go down as well as up, with no guarantees you'll get back the full amount you invest. The value will depend on how much you save, the charges you pay and the rate at which your investment grows over the years.
- › The income you get from your pension when you retire will depend on the value of your fund and interest rates at that time. You will need to transfer your fund to another eligible pension scheme or buy an annuity in order to take an income.
- › If you don't keep up payments or if you retire earlier than expected, it's likely your pension will be worth less at retirement than we may have illustrated.
- › If you transfer another pension plan into this one, the other pension company may apply 'transfer out' charges, and you may be giving up other benefits by transferring the pension.
- › If you pay more into your pension than your annual allowance permits (£50,000 for 2013/14), you will incur a 40% tax charge on the excess contributions. Please note, any excess contributions can't be refunded without triggering further tax charges.
- › Tax law and practice may change in the future and affect your pension.
- › If you already have a pension which you could make further contributions to, you should seek independent financial advice.
- › If you haven't taken your pension benefits before your 75th birthday and you die or become seriously ill, you will incur a 55% tax charge on any lump sum when it's paid out.

# Your questions answered

## How much can I save?

You can pay in anything from £1 upwards, without limit (but you will only receive tax relief on payments up to the HM Revenue & Customs limits). You'll find more details in the Terms & Conditions part of this booklet.

## Is there any limit on what benefits I can take at retirement?

No, but if your total pension benefits at that time exceed the Lifetime Allowance (£1.5m for 2013/14) you could be taxed on the amounts over that limit. You'll find more details in the Terms & Conditions.

## Can employers pay into my pension?

Yes.

## Can other people pay into my pension?

Yes, but their payments would form part of your total contribution limits on which you're allowed tax relief. You'll find more details in your Terms & Conditions.

## Can you give me an idea how much I'll get when I retire?

If you'd like a personal illustration, give us a call.

## Can I stop payments into my pension?

You can stop and start payments any time without penalty.

## Can I transfer other pensions into my Virgin Pension?

We can accept transfers from other registered pension schemes. Full details can be found in our booklet 'Transferring pensions to Virgin Money', which is available on request.

You should speak to an independent financial adviser before going ahead.

## What are the tax benefits for me?

Most people get income tax relief on all payments made to a stakeholder pension, up to 100% of your annual earnings. For the 2013/14 tax year, this is also subject to an upper annual allowance of £50,000 (this excludes transfer payments). This limit may increase each tax year. See section 18 of the Terms & Conditions for more details. Your savings then grow free of tax on income and capital gains.

## What happens if I change jobs?

You can keep saving in a stakeholder pension as long as you are still eligible.

## Where is my money invested?

There are two funds in the Virgin Stakeholder Pension:

- ▶ The Virgin Pension Growth Fund. It invests in the Virgin UK Index Tracking Trust. The aim is to use the stock market to grow your pension savings over the long term.
- ▶ The Virgin Pension Income Protector Fund. It invests in the Virgin Income Trust. The aim is to use fixed investments like gilts and bonds to protect the retirement income you've saved for, as you near retirement.

Stock market investments can go down as well as up and there is no guarantee you will get back all you invest.

## What do I pay in charges?

There is an annual charge of 1% of the value of the funds you accumulate. If your fund is valued at £500 throughout the year, this means we deduct £5 that year. If your fund is valued at £7,500 throughout the year, we deduct £75 that year, and so on.

## Do I have to choose which fund to invest in?

The Pension Growth Fund is the default investment fund. We will automatically invest all of your money there unless you tell us otherwise. We keep investing your money in this fund until you reach 10 years from retirement. Ten years prior to your retirement our 'automatic fund selector' takes over and each year starts investing some of your money in the Pension Income Protector Fund, and some in the Pension Growth Fund. You'll find more details about this in the Terms & Conditions part of this booklet.

You can override our default option and automatic fund selector, and tell us the percentage of your money you'd like invested in each fund.

## What if I'm unsure if this pension is right for me?

Just phone or contact us online to ask a question. If you're still not sure, please contact an independent financial adviser.

## When can I take my pension benefits?

You can choose to take your benefits any time after your 55th birthday.

You can only take your benefits earlier than this if:

- ▶ you are unable to carry on your occupation because of ill-health and
- ▶ you satisfy HM Revenue & Customs requirements for providing us with medical evidence of your ill-health.

If you're planning to take your benefits after your 75th birthday there are tax implications if you die or become seriously ill before you retire. See sections 15 and 16 of the Terms & Conditions for more details.

## What happens if I become seriously ill before I retire?

It may be possible to pay your savings to you as a lump sum – if you are expected to live for less than one year and you meet HM Revenue & Customs conditions.

The lump sum may be taxed at a rate of 55% if you have reached the age of 75.

## What happens if I die before I take my pension benefits?

Your savings are normally paid to your beneficiaries, the people you name on your Virgin Pension application.

Please note that your savings are taxed at 55% of the lump sum if you die on or after your 75th birthday but before taking your pension.

## Can I transfer my Virgin Pension?

Yes, you can do this at any time before you retire. There are no charges for doing this.

## How can I contact you?

You can call us on 08456 10 20 40, lines are open from 8am to 9pm weekdays and 9am to 6pm on Saturdays.

## How can I complain?

If you feel you have cause to make a complaint about our service, please send full details in writing to Virgin Money, PO Box 9522, Chelmsford CM99 2AB. If we can't settle the complaint, you can initially write to The Pensions Advisory Service, 11 Belgrave Road, London, SW1V 1RB, [www.pensionsadvisoryservice.org.uk](http://www.pensionsadvisoryservice.org.uk). They may refer the complaint to The Pensions Ombudsman, 11 Belgrave Road, London, SW1V 1RB, [www.pensions-ombudsman.org.uk](http://www.pensions-ombudsman.org.uk). If the complaint is about our sales or marketing, you can write to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). This will not affect your right to take legal action. Virgin Money's complaints handling procedures are available on request.

# Further information

## Unit prices

You'll find information about our unit prices in the 'How your money is invested' section of the Terms & Conditions.

## Unit certificates

No unit certificates will be issued although we will send you a letter confirming the details of your investment.

## Cashing in your pension

You can't 'cash in' your pension and spend it, like some other investments. Your money must remain invested until you are at least aged 55.

Subject to HM Revenue & Customs conditions:

- ▶ You may normally take up to 25% of your fund as a tax free cash sum and
- ▶ small funds may be paid as a lump sum if you have reached the age of 60 and their combined value (in all your pension schemes) is £18,000 or less for a 'Trivial Commutation' payment or your Virgin Stakeholder Pension is £2,000 or less for a 'Small Pension' payment.

## Documentation

As well as your six-monthly statements we'll send you a Manager's Short Report twice a year. You'll find details of other documents relating to the Virgin Stakeholder Pension at the end of the Terms & Conditions.

## Void payments, transfers, complaints and compensation

You'll find information about these in section 17 of the Terms & Conditions.

## Taxation

Subject to the limits outlined in section 3 of these Terms & Conditions, HM Revenue & Customs will give tax relief on contributions you pay. These are referred to as 'tax relivable payments'. If you pay basic rate tax you will receive basic rate tax relief on any such tax relivable payments, which we will reclaim for you from HM Revenue & Customs and add to your Virgin Stakeholder Pension. If you pay income tax at the higher rate (or the additional rate that applies for those with an annual income above £150,000), you can claim any extra tax relief you are due from the HMRC in your annual tax return.

If you are paying into a child's stakeholder pension, you can't claim higher rate or additional rate tax relief on your payments.

The Virgin Stakeholder Pension, and your savings in its pension funds (the Pension Growth Fund and the Pension Income Protector Fund), are free from income and capital gains tax. When you eventually turn your pension fund into an annuity or a different form of retirement income scheme, the income you receive may be subject to income tax, depending on your individual tax circumstances.

Some lump sum payments are also taxable. We will deduct any tax which we believe is due before we pay a lump sum payment to you.

## Pension benefits

When you come to retire, you will normally need to:

- ▶ purchase an annuity, (this is a financial product offered to provide you with an income when you retire) or
- ▶ transfer your fund to another registered pension scheme to continue your pension or to start drawing down your pension fund.

## Investment income

Any investment income earned in the pension funds is reinvested and automatically reflected in the value of your units.

## Manager

The Manager of the Virgin Stakeholder Pension Scheme is Virgin Money Unit Trust Managers Ltd, Discovery House, Whiting Road, Norwich NR4 6EJ.

## Trustee

The Trustee of the Virgin Stakeholder Pension Scheme is Citibank International plc, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

## Supervisory Authority

The Supervisory Authority of the Virgin Stakeholder Pension is The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

## Further information

Further information about the Virgin Stakeholder Pension can be found in the Terms & Conditions, and in our stakeholder pension brochure. If you require a copy or you'd like to ask us a question, please call us on 08456 10 20 40.

# Terms & Conditions

	Page
1 Definitions	7
2 Eligibility and your application	7
3 Paying in – contributions, tax relief, and your annual allowance	8
4 Continuing payments if you are out of work	9
5 Where your money is invested	9
6 How your money is invested	10
7 Tax relief on payments into your pension	10
8 Tax relief within the investment funds	10
9 Charges	11
10 Your six-monthly statements	11
11 Taking your pension benefits – your lifetime allowance	11
12 Taking your pension benefits – primary, enhanced and fixed protection	11
13 Taking your pension benefits – your options	12
14 Tax you pay when taking pension and lump sum benefits	12
15 If you become seriously ill	12
16 If you die before you retire	13
17 Cancellations, void payments, interest, transfers, complaints and compensation	13
18 Allowances and limits for each tax year	14
19 And finally...	14

# Important information you need to know

## 1. Definitions

In these Terms & Conditions we have to use precise technical terms to give their exact meaning. But we always try to write in plain English, and this section is intended to help by explaining what is meant by certain phrases.

- 1.1 Whenever we use the term 'retire' in these Terms & Conditions, we mean 'begin to take benefits from your pension'. It is possible to begin taking benefits from some or all of your pension at any time from the age of 55, and continue working.
- 1.2 The term 'occupational pension' or 'occupational pension scheme' in these Terms & Conditions means your employer's company pension scheme. This would either be a defined benefit scheme (final salary scheme), or a defined contribution scheme (money purchase scheme). A group personal pension or a stakeholder pension is not an occupational scheme. If you are not sure if you're in an occupational scheme at work, or what type it is, your employer should be able to tell you.
- 1.3 The term 'UK resident' or 'resident in the UK' in these Terms & Conditions means you are currently living in the UK, and you live here for at least six months of the tax year.
- 1.4 'We' or 'us' in these Terms & Conditions means Virgin Money Unit Trust Managers Ltd. 'You' means the named pension holder who has invested in this pension scheme or their legal guardian if the pension holder is under 16 (or in England, Wales and Northern Ireland, under 18 if not employed).

## 2. Eligibility and your application

- 2.1 You can save in a Virgin Stakeholder Pension if you have earnings which are subject to UK income tax and you are:

- ▶ a resident in the UK, or
- ▶ a Crown Servant (an officer of the United Kingdom Government) of the UK working abroad, or
- ▶ the spouse or civil partner of a UK Crown Servant working abroad or

- ▶ were resident in the UK at some time during the previous 5 tax years and were resident in the UK when you joined our pension scheme.

- 2.2 You can also open a Virgin Stakeholder Pension for a child if you are the child's legal guardian. A legal guardian is normally a natural parent who the child lives with. Or, in their absence, a person appointed by court order to be legally responsible for the child until they are 18. To start a pension for a child, the child will need to be a resident of the UK during any tax year payments are made into the pension. If you start a pension for a child the pension will be regarded as held in your name until the child becomes 18.
- 2.3 You must confirm you are eligible to join this pension scheme in your application. However, even if you are not eligible to pay into a stakeholder pension, you can still set up a stakeholder pension for the purpose of transferring in another pension, or paying in a pension credit from a pension sharing order on divorce. But you will not be able to make further tax relievably payments into the pension until you become eligible.
- 2.4 If in the future you become ineligible to save in a stakeholder pension, the money you have paid in will remain invested to grow in your Virgin Stakeholder Pension until you retire, unless you transfer your fund to another registered pension scheme.
- 2.5 We will write to confirm your pension has been set up after we receive your correctly completed application or when all our requirements have been met if later. We do, however, have the right to refuse your application.
- 2.6 For the purposes of the Financial Services Authority regulations we assume you are a retail client (a consumer as opposed to a business), which gives you rights under the Financial Ombudsman Service and Financial Services Compensation Scheme. If you're not a retail client you may not necessarily have the same rights.

## 3. Paying in – contributions, tax relief and your annual allowance

- 3.1 You can pay into your pension by making single investments, regular savings or combinations of the two. Regular savings can be monthly or yearly by direct debit or standing order. Single investments can be by cheque, debit card or one off direct debit.
- 3.2 If you are employed, your employer can also pay into your pension. If you are a member of your company's Virgin Stakeholder Pension, payments can be deducted from your pay and sent to us by your employer.
- 3.3 The minimum payment is £1 at any time.
- 3.4 We can accept transfer payments from existing registered pension schemes approved by HM Revenue & Customs (HMRC).
- 3.5 You can pay any amount you like from £1 upwards, without limit. However, HM Revenue & Customs limit the amount of tax relief that can be claimed on your pension in any tax year (6 April – 5 April inclusive) as follows:
  - ▶ You can get tax relief on contributions of up to 100% of your relevant UK earnings if you are a UK taxpayer (see 3.6). Contributions on which you receive tax relief are called 'relievable contributions'.
  - ▶ If you are a non-taxpayer, you will receive tax relief on contributions up to a maximum of £3,600 (gross) per tax year.
  - ▶ However, there is an annual allowance, (£50,000 for the 2013/14 tax year), and any payments into your pension above that limit (including contributions from your employer and increases in your pension savings) will trigger a tax charge of 40% on the excess payments.
  - ▶ The annual allowance may change in future tax years at the discretion of the Government. See section 18 for the confirmed increases known at the date of these Terms & Conditions.
  - ▶ Your annual allowance is calculated for a pension input period. For the Virgin Stakeholder Pension, this runs from 6 April to the following 5 April, in line with the tax year.

- 3.6 You can carry forward and use any unused annual allowance from the last three tax years. This may allow you to invest more than £50,000 in a year without having to pay the annual allowance charge. If your contributions are greater than the annual allowance, we will automatically write to you to let you know. This information will be provided within six months of the end of the tax year to which the information relates. You can also request this information from us at any time.
- 3.7 If you incur an annual allowance charge of more than £2,000, under HMRC rules, you may be able to elect to meet the full value of the charge from your pension investment funds. This would allow us to sell units to the value of your annual allowance charge and pay the tax to HMRC on your behalf. Please contact us for details if you think this applies to you.
- 3.8 Contracted out rebates that you have received before 6 April 2012 are not counted as part of the above limits, and are allowed on top of them. The pension benefits that the contracted out rebates create are now treated in the same way as the rest of your fund and are counted towards your lifetime allowance.
- 3.9 If you make regular payments you can choose to have them increase automatically by 10% each year, subject to HM Revenue & Customs limits on the amount of tax relief you can receive. If you choose to automatically increase your payments by 10% each year, the increase will happen each year on the anniversary of your first regular payment. We will write to you to confirm your new payment amount before each automatic increase is made. You can choose to switch the automatic increase on or off at any time.
- 3.10 If employers are making regular payments into your pension, their payments won't automatically increase by 10% each year.
- 3.11 If you are a member of your company's Virgin Stakeholder Group Pension and your payments are made through payroll, it won't be possible for us to automatically increase them by 10% each year.

#### 4. Continuing payments if you are out of work

- 4.1 If you stop work altogether you may not have any earnings but you are still able to pay into your pension as much as you like. However, the amount of tax relief you can receive will be restricted to a maximum amount of contributions of £3,600 (gross).

#### 5. Where your money is invested

- 5.1 The Virgin Stakeholder Pension Scheme is a unit trust based pension. This means your money is invested in authorised unit trusts, safeguarded by independent trustees. After deduction of charges, all gains and losses through the performance of the funds are yours.

The value of your units can go down as well as up and you may not get back all the money you invest.

- 5.2 The Virgin Stakeholder Pension offers two investment funds – the Pension Growth Fund and the Pension Income Protector Fund. Your money is invested in one or both of these funds.

The value of your units can go down as well as up and you may not get back all the money you invest.

- 5.3 The Pension Growth Fund invests in the Virgin UK Index Tracking Trust with the aim of growing your pension savings on the stock market over the years, by mirroring as closely as possible the performance of the FTSE All-Share Index. 'FTSE®', is a trade mark jointly owned by the London Stock Exchange Plc and The Financial Times Limited and is used by FTSE International Limited under licence. For a full explanation of this trade mark, please see the back cover.

- 5.4 The Pension Income Protector Fund invests in the Virgin Income Trust with the aim of protecting the retirement income you've saved for by investing in UK Government gilts and low-risk corporate bonds issued by leading UK and European companies.

- 5.5 Our default fund is the Pension Growth Fund, where your money will automatically be invested until you are within 10 years of retirement, at which point our 'automatic fund selector' takes over.

The Virgin Stakeholder Pension has an automatic fund selector designed to take account of how near or far you are from retirement and invest your savings accordingly.

With the automatic fund selector switched on, all payments are invested in the Pension Growth Fund until 10 years before your chosen retirement date. At this point, 10% of the value of your pension fund is switched to the Pension Income Protector Fund. Then we switch investments and redirect your savings so that the following year you have 80% of your savings in the Pension Growth Fund and 20% in the Pension Income Protector Fund.

All automatic fund switches take place on the last business day of the month in which they occur. This process continues each year so that one year from your retirement date, 100% of your pension fund is in the Pension Income Protector Fund.

Any payments into your pension after that time will be invested in the Pension Income Protector Fund.

- 5.6 If you are using our automatic fund selector, changing your retirement date may alter the proportion of your pension invested in each fund. This is because the automatic fund selector comes into effect ten years from your retirement. We move 10% each year from the Pension Growth Fund to the Pension Income Protector Fund. If you are within 10 years from retirement, moving your retirement date would mean the split between investments held in each fund would change.

- 5.7 If you'd prefer, you can override our default fund and the automatic fund selector. You can split your contributions between our two funds in the way you choose. If the automatic fund selector is on when you do this, we will switch it off and no further automatic switches will be made for you. You can of course switch it back on at any time if you change your mind.

- 5.8 You can also switch investments from one fund to the other at any time. Again, if the automatic fund selector is on when you do this, we will switch it off and no further automatic switches will be made for you. You can of course switch it back on at any time if you change your mind.

- 5.9 Once you've told us to switch your investment or to change the split of your contributions, all future contributions will be invested in the split you asked for until you tell us otherwise. If you want to change the split at any point in the future, just let us know.

- 5.10 You can make these changes or ask us to make switches at any time. You can make these changes over the phone or send us a written request each time you want to make a switch.

- 5.11 All switches between funds are free of charge.

#### 6. How your money is invested

- 6.1 Your money is invested by buying units in the Pension Growth Fund and/or the Pension Income Protector Fund. In each fund we buy units for you on the day we receive your payment (or your request to switch savings from one fund to the other), at the unit price calculated at 5pm that day. This is called 'forward pricing' (investing in a fund before you know the end of the day's final unit price). If a payment (or request to switch savings between funds) arrives after 5pm, we will buy units for you the following business day.

The price of units is calculated every working day by dividing the value of the fund by the number of units in the fund. Unit prices are quoted daily in the Financial Times. You can also find them on our website [www.virginmoney.com](http://www.virginmoney.com)

- 6.2 The Virgin Stakeholder Pension uses an investment mechanism called an IPA (Individual Pension Account). In some pensions that are not IPA based, when you decide to take benefits from your pension SDRT (Stamp Duty Reserve Tax) is payable on investments sold in the underlying unit trusts. Often this charge is passed on to the customer.

IPAs are exempt from SDRT so neither Virgin Money nor our pension customers have to pay it.

- 6.3 If you make a single payment, once the proceeds have been invested we will send confirmation of the number of units bought the next business day. This will also be shown on your six-monthly statement, together with any regular payments and tax reclaims paid into your pension.

- 6.4 When we buy or sell units for you they are pooled with those of other investors. The FSA regulations instruct us to tell you that this may result in a less favourable unit price than if your units had been bought or sold separately. We'd like to reassure you that this can never happen in a unit trust.

#### 7. Tax relief on payments into your pension

- 7.1 HM Revenue & Customs (HMRC) give income tax relief on payments into a stakeholder pension with the exception of:

- Payments from an employer.
  - A payment we receive as a result of you transferring a pension to us from a registered pension scheme.
  - A pension credit paid into your plan as a result of a pension sharing order, e.g. after a divorce.
  - Employer's National Insurance rebate payments.
  - Payments you make after your 75th birthday.
- However, the amount of tax relief you can receive is limited to a maximum of:
- 100% of your UK tax earnings if you are a UK taxpayer.
  - £3,600 (gross) if you are a non-taxpayer.

There is also an annual allowance, (£50,000 for the 2013/14 tax year) and any payments into your pension above that limit (including contributions from your employer and increases in your pension savings) will trigger a tax charge of 40% on the excess payments.

- 7.2 Any tax-relievable payments you make into your pension will be classed as net of basic rate income tax (20% for the 2013/14 tax year). We will claim this tax back for you from the HMRC and invest it in your pension (see also 3.5).

Subject to the restrictions for high income individuals described in 7.1, if you pay income tax above the basic rate, you can claim any extra tax relief you are due from HMRC in your annual tax return. If you are paying into a child's stakeholder pension, you can't claim higher or additional rate tax relief on the payments.

- 7.3 Tax relief can take up to twelve weeks to reclaim from the HMRC. We add it to your pension as soon as we receive it.

#### 8. Tax relief within the investment funds

- 8.1 Any income distributions (e.g. dividends) received by the pension funds are reinvested back into the fund itself, and are reflected in the prices of units. Income distributions made by the Virgin Income Trust to the Pension Income Protector Fund are received gross. This is also reinvested and reflected in the prices of units, ensuring investments in the Income Protector Fund grow free of tax.

## 9. Charges

- 9.1 An annual management charge is applied to the unit trusts in which the pension funds invest. The annual charge is 1% a year on investments in both the Virgin UK Index Tracking Trust and the Virgin Income Trust. Instead of being taken on a single day each year, the annual charge is spread over the year. If there are 365 days in a year, 1/365th of the annual charge is deducted each day, from the unit price calculated on that day. It is deducted from the investment income the unit trust receives, and is reflected in the daily value of the units. The annual management charge is the only fee we apply to your pension.
- 9.2 If on any given day total withdrawals from the underlying unit trust are greater than total new business, the price at which we are able to sell investments in the trust will be different from the price at which we are able to buy them. In these circumstances the unit price applying to your withdrawal may, at our discretion, be that at which the trust's investments can be sold. This is called the 'cancellation price' of the units.

## 10. Your six-monthly statements

- 10.1 We send you a statement twice a year showing the value of your pension on 30 April and 31 October. We also send you a copy of the Manager's Short Report twice a year.

## 11. Taking your pension benefits – your lifetime allowance

- 11.1 Any time you take pension benefits, they are tested against your lifetime allowance (LTA). This is set at £1.5m for 2013/14 (reduced from £1.8m 2011/12). If your total pension savings exceed this amount, you may be taxed on any amount over the LTA. This 'LTA charge' is set at 25% if you take your additional savings as a pension income and 55% if you take them as a lump sum.

So that we can establish if a LTA charge should apply when you take any benefits from your Virgin Stakeholder Pension, we may ask you for details of any other pension funds you have, or pensions you are already taking benefits from. If you are affected by the reduction in your LTA from the 2012/13 tax year, please seek independent financial advice.

- 11.2 If you have received a pension credit as a result of a pension sharing order or you have spent some time working abroad, you may also qualify for an enhanced lifetime allowance. Further details are available from HMRC on how this applies.
- 11.3 Where we do ask you to complete a LTA questionnaire, after you have taken pension benefits, we will send you what's called a Benefit Crystallisation Event (BCE) statement which will show how much of your lifetime allowance has been used up by taking those pension benefits.
- 11.4 If you have chosen to take your pension benefits as an annuity, the company providing the annuity will ask you to complete the relevant LTA forms. After taking the benefits they will issue you with a BCE statement and then send you BCE statements annually reminding you of the lifetime allowance you have used up.

## 12. Taking your pension benefits – primary, enhanced and fixed protection

- 12.1 It is no longer possible to register for primary, enhanced or fixed protection. If you applied for enhanced protection in the past, you won't have been able to contribute to your pension after 6 April 2006. If you do, you will lose the benefit of protection and may incur an HMRC fine of up to £3,000.
- 12.2 If you want to rely on an enhanced LTA when taking your pension benefits, you must tell us in advance of taking those benefits. You will also need to tell us the HMRC reference number you were issued with in connection with your enhanced LTA.
- 12.3 If you have obtained fixed protection for your lifetime allowance at £1.8 million you will lose this protection if:
- you start a new arrangement under any registered pension scheme other than to accept a transfer of existing pension rights,
  - you pay further contributions or someone pays contributions on your behalf.

You will be subject to restrictions on where and how you can transfer benefits.

## 13. Taking your pension benefits – your options

- 13.1 Benefits from your Virgin Stakeholder Pension can be taken any time after your 55th birthday. This means that you must buy an annuity or a different form of retirement income scheme from another registered pension scheme, and take any tax-free cash you are allowed.
- 13.2 When you retire we will sell the units in your pension for you. You must then transfer some or all of the proceeds to buy an annuity or a different form of retirement income scheme, which will provide you with an income for the rest of your life. However, you can take up to a maximum of 25% of the total value of your pension plan as a tax-free cash sum when you retire. The cash sum is paid to you by your chosen provider, with the remainder used to buy an annuity or a different form of retirement income scheme.
- 13.3 On the day we receive your written instructions to transfer your pension fund to the provider of your choice, the final value of your pension fund will be calculated using the unit price at the close of business on that day. We then send a cheque for that amount to your chosen provider.
- 13.4 If you have previously contracted out of S2P with the Virgin Stakeholder Pension, from 6 April 2012 benefits from the contracted out part of your plan are treated in the same way as your other benefits.
- 13.5 If the total value of all your pension savings (in all schemes including contracted out schemes, if you are a member of more than one scheme) is £18,000 or less (2013/14 tax year), and you are aged 60 or over, you may be able to take your entire fund as a lump sum. This is known as trivial commutation. 25% of the lump sum is paid to you tax-free and the rest is taxed at the basic rate of tax before it is paid to you.

If you then try to make any contributions after your nominated retirement date they will not be accepted as contributions to the pension and will be refunded to you separately from any triviality payment.

The maximum trivial commutation amount may increase in future tax years depending upon legislation.

- 13.6 If you are aged 60 or over, and the value of your Virgin Stakeholder Pension Fund is below £2,000, you may be able to take your whole fund as a lump sum. You cannot do this more than twice within your lifetime. 25% of the lump sum is paid to you tax-free and the rest is taxed at the basic rate of tax before it is paid to you.

## 14. Tax you pay when taking pension and lump sum benefits

- 14.1 Any part of your Virgin Stakeholder Pension that isn't taken as a tax-free cash sum when you retire must be used to buy an annuity or a different form of retirement income from another registered pension scheme. The regular income this annuity or other pension gives you in retirement is subject to income tax.
- 14.2 No capital gains tax (CGT) is normally payable with respect to stakeholder pensions.
- 14.3 We will deduct the tax which we believe is due to HMRC before we pay out your benefits in cases where:
- a lifetime allowance charge is due (as explained in section 11),
  - we pay your fund as a lump sum because you are seriously ill and you are aged 75 or over (as explained in section 15),
  - we pay your fund as a lump sum if you die when you are aged 75 or over (as explained in section 16), or
  - we pay your fund as a lump sum as a trivial commutation (as explained in section(s) 13.5 and 13.6).

If you are required to pay an annual allowance charge and you request this is paid from your pension benefits, we will reduce the value of your fund by the corresponding amount.

## 15. If you become seriously ill

- 15.1 If you become seriously ill (by which HM Revenue & Customs mean a medical practitioner has certified that you are not expected to live for more than one year), your fund may be paid to you straightaway as a lump sum. If this is before your 75th birthday payments will be free from any tax. If you have reached the age of 75 an income tax charge of 55% will be automatically applied before your benefits are paid out.

15.2 You must have enough lifetime allowance available to receive a lump sum in this way, and the lump sum will represent the whole of your fund – no further benefits will be due from the Virgin Stakeholder Pension either to you or on your death.

## 16. If you die before you retire

16.1 If you die before you retire we will sell all units in your pension plan. We will send the payment to your beneficiaries as soon as we receive all the details we need. If this is before your 75th birthday payments will be free from any tax. If you have reached the age of 75 an income tax charge of 55% will be automatically applied before your benefits are paid out. You can name who you would like to receive the money. This is not legally binding so it won't be subject to inheritance tax. If the person(s) named are aged under 18 when you die, the money will be paid to their legal guardian to look after until the person(s) reach the age of 18.

16.2 If the value of all your pension benefits at the date of death exceed the lifetime allowance of £1.5m for 2013/14, then your personal representatives are required to inform HMRC of this fact.

16.3 If 16.2 applies, HMRC will request us, as scheme administrator, to supply details of the beneficiaries who received payments. In these circumstances, HMRC will tax the recipient(s) of the payment at the rate of 55% on the excess over the lifetime allowance.

16.4 We must make all payments within two years of being told about your death – otherwise, under HMRC rules, they become unauthorised payments. Should this happen we will have to automatically deduct an HMRC scheme sanction charge of up to 40% before sending the final settlement. Your beneficiaries will also need to declare this to the HMRC and further tax of up to 55% will be deducted.

## 17. Cancellations, void payments, interest, transfers, complaints and compensation

17.1 Some savings products give you the right to change your mind and cancel your plan within a certain period. You no longer have this right to cancel with stock market based investments like the Virgin Stakeholder Pension that are sold over the phone or internet.

17.2 If you make an ineligible payment into your pension it will be classed as 'void' and returned to you.

This could happen if a change in circumstances means you're no longer eligible to contribute to a stakeholder pension. If the unit price is lower than when the payment was invested, you may not get back the full amount you paid in.

17.3 If an employer or someone else makes a payment into your pension which is classed as void for any reason or because they have made a payment in error, we will return the payment directly to them. We will let you know if this happens.

17.4 Interest will not be paid on any money we are unable to invest or return (for example, as a result of an incomplete application).

17.5 If you wish to transfer your pension to another registered pension scheme provider, you can do so at any time. The transfer value of your pension will be based on the unit price on the day we make the transfer payment to the new provider. We will need your request to do this as well as confirmation from your new provider that they will accept the transfer.

17.6 If you feel you have cause to make a complaint about our sales or marketing please send full details in writing to Virgin Money, PO Box 9522, Chelmsford CM99 2AB. Or you can write to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. This will not affect your right to take legal action. Virgin Money's complaints handling procedures are available on request.

The Pension Advisory Service is available to give you initial assistance if you have any difficulties. If your complaint is about our administration, please write to the Pension Advisory Service. Their address is 11 Belgrave Road, London, SW1V 1RB. You can also write to the Pension Ombudsman at this address, who can investigate and settle pension administration complaints referred to it by the Pensions Advisory Service.

Under the Financial Services and Markets Act 2000, if we can't meet any claim payment you may get compensation from the Financial Services Compensation Scheme (FSCS). Payments under the scheme are limited to 100% of the first £50,000. More information about the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

## 18. Allowances and limits for each tax year

Tax Year	Lifetime Allowance (LTA)	Triviality Limit	Small Pension Allowance	Annual Allowance
2012/13	£1.5m	£18,000	£2,000*	£50,000
2013/14	£1.5m	£18,000	£2,000*	£50,000

\*This allowance can only be used twice within your lifetime.

## 19. And finally...

19.1 The Virgin Stakeholder Pension Scheme and these Terms & Conditions are governed by English law and subject to the jurisdiction of the English courts. The Virgin Stakeholder Pension Scheme is a registered pension scheme (Pension Schemes Tax Ref: 00613691RS) governed by HM Revenue & Customs under the Finance Act 2004. The Scheme has been registered as a stakeholder pension scheme under Section 2 of the Welfare Reform and Pensions Act 1999.

The Scheme is an authorised pension unit trust governed by a Trust Deed and Rules dated 27 September 1996 and the supplemental deeds which amended them. Free copies of the Trust Deed and Rules, the Statement of Investment Principles and also the Scheme Prospectus for the Virgin Stakeholder Pension Scheme are available from us on request.

Our conflicts of interest policy details any potential conflicts of interest between Virgin Money and its customers, and between individual Virgin Money customers. An example of a conflict of interest would be where Virgin Money has a financial incentive to favour one customer over the interests of other customers.

The activities, culture and organisation of Virgin Money make the risk of detrimental conflicts of interest extremely low. However, should they arise, our policy requires any such conflict to be immediately disclosed to customers, and all necessary steps taken to minimise such risks. A copy of the full policy is available on request.

19.2 The Manager of the pension funds and underlying unit trusts and administrator of the IPA is Virgin Money Unit Trust Managers Ltd, who are authorised and regulated by the Financial Services Authority, and are on their register, number 171748. The Trustee of the pension funds and underlying unit trusts is Citibank International plc, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

19.3 These Terms & Conditions are based on Virgin Money's understanding of HM Revenue & Customs practice as at April 2013 and are reviewed on a regular basis. Our relationship with you and any contract between us is subject to English law. By taking out a Virgin Stakeholder Pension you agree to submit to the exclusive jurisdiction of courts in the UK if there is ever a dispute between us.

19.4 This contract and all other communications will be written in English. Our literature will be updated from time to time and we may update the Terms & Conditions of your pension. If this happens we'll always give you at least one month's notice. If any inconsistency arises, the Trust Deed and Rules will apply. You are free to move to another pension provider if you are unhappy with any changes.

19.5 We are obliged to inform you that we will not assess the suitability or appropriateness for you of any transactions carried out for you or services provided to you and you will not benefit from the Financial Services Authority's regulations on assessing suitability and appropriateness. If you have any doubt on the suitability of this product you should seek independent financial advice. Consequently you should check that the Virgin Stakeholder Pension is both suitable and appropriate to your particular needs.