

# DRAWDOWN

## POLICY TERMS AND CONDITIONS

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## REST ASSURED

Calls may be recorded for training or monitoring purposes.

Utmost Life and Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm is on the Financial Services Register, registration number 775704. Registered in England and Wales number 10559664.

Utmost Life and Pensions Services Limited is registered in England and Wales number 10559966. Both have their registered office at: Walton Street, Aylesbury, Bucks, HP21 7QW.

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## 1. INTRODUCTION

The Utmost Drawdown Plan is referred to in these terms and conditions as 'the Policy'. The Policy receives funds once any tax-free lump sum has been paid.

This Policy is a policy under the Utmost Personal Pension Scheme, a scheme registered for the purposes of the Finance Act 2004. The purpose of the Policy is to provide You with flexibility over how You can access Your pension funds. This Policy will not be interpreted as giving anyone a right to the payment of an "unauthorised payment" (as defined in the Finance Act 2004).

The Policy is issued by Utmost Life and Pensions Limited. Utmost Life and Pensions is authorised by the Prudential Regulation Authority (PRA), and regulated by the Financial Conduct Authority (FCA) and the PRA. Our reference number is 775704 and details can be found on the Financial Services Register, the public record of all firms that the PRA and FCA regulate. More information is available at register.fca.org.uk.

Together, these terms and conditions, completed application forms, the Policy Schedule, the Scheme Rules for the Utmost Personal Pension Scheme, and the document "How we manage our unit linked funds for heritage Equitable Life policies" set out the detailed terms of the contract between You and Utmost Life and Pensions Limited. Where there is any discrepancy between the Rules and the Policy, the Rules will apply.

## 2. INTERPRETATION AND DEFINITIONS

### 2.1 Interpretation

In these terms and conditions and in the Policy Schedule.

References to **Utmost**, **Utmost Life and Pensions**, **We**, **Us** and **Our**, mean Utmost Life and Pensions Limited.

References to **You** and **Your** mean the Policyholder shown in the Policy Schedule.

References to any act or statutory provision are references to that act or provision as amended or replaced from time to time.

### 2.2 Definitions

In these terms and conditions We start certain expressions with a capital letter to remind You that You can look up their meaning here:

**Amount Invested** means the Premium applied to the Policy and is shown in the Policy Schedule.

**Fund** means any investment fund offered by Utmost Life and Pensions as an investment for the Policy.

**HMRC** means HM Revenue & Customs as amended or replaced.

**Head Office** means Utmost Life and Pensions Limited, Walton Street, Aylesbury, Buckinghamshire, HP21 7QW, or a later address we advise you of.

**Investment Pathway Choice** means the way a drawdown plan may be invested, matched to either a Fund or an investment strategy.

**Policy** means this Utmost Drawdown plan.

**Policy Schedule** means the schedule issued when We set up the Policy in respect of the Amount Invested.

**Policyholder** means the person named in the Policy Schedule for whom the Policy is being provided.

**Premium** means the transfer payment invested in the Policy as allowed under the Scheme Rules. The amount of the Premium is shown in the Policy Schedule as the Amount Invested.

**Rules** means the Rules of the Scheme as amended from time to time; the Policy is set up under trust documentation with adopted Rules. The Policy operates in accordance with the terms set out in the trust documentation and the Rules. Where there is any discrepancy between the Rules and the Policy, the Rules will apply. A copy of the trust documentation and Rules is available on request.

**Scheme** means the Utmost Personal Pension Scheme.

**Scheme Administrator** means Utmost Life and Pensions Limited or its successors in title.

**UK** means the United Kingdom.

**Unit** means a notional share of Your chosen Fund.

**Working Day** means a day other than a Saturday, a Sunday or a public holiday in England, when We value the Units in each Fund.

## 3. INVESTMENT PATHWAYS

### 3.1 Investment Pathway Choices

Your Policy Schedule shows Your Investment Pathway Choice, the Amount Invested, Your Fund(s) and the number of Units in each Fund(s), on the date Your Policy started.

### 3.2 Reviewing Your Investment Pathway Choice

From time to time, Utmost will ask You to review Your Investment Pathway Choice to ensure that it remains appropriate for You.

### 3.3 Reviewing The Investment Pathway Choices And The Matched Investment Funds Or Strategy

From time to time, Utmost will review the Investment Pathway Choices available to You and also the matched Fund(s) or strategy for each available Investment Pathway Choice. We will provide You with information about any changes We make after each review.

### 3.4 Changing Your Investment Pathway Choice

If You ask Us to alter Your Investment Pathway Choice, then We will switch Your Policy value to Your new Investment Pathway Choice.

The Fund switch will take place using the price(s) of the Units on the next Working Day after We have received Your instruction.

If We receive Your instruction before 5 pm on a normal Working Day, then We will treat Your instruction as being received on that day. However, if Your request is received after 5 pm or on a day which isn't a normal working day, then We will treat Your instruction as being received on the next Working Day.

We will cancel the Units being switched out of the original Fund(s) and allocate Units in the selected Fund(s). Immediately after the switch, the value switched out of the original Fund(s) will equal the value of Units in the selected Fund(s).

### 3.5 Further Information About The Funds

Further information about the Funds is available at [www.utmost.co.uk](http://www.utmost.co.uk), or by contacting Us.

## 4. CHARGES AND COSTS

### 4.1 Set-Up

There is no charge for setting up a Policy. The money transferred to Your Policy is used to purchase Units on the start date shown in Your Policy Schedule.

Your previous Utmost pension policy or policies will be cancelled on the Working Day before the start date shown in Your Policy Schedule.

### 4.2 Investment Charges

#### 4.2.1 How we manage our Unit linked funds

We collect an annual management charge from Our funds to cover the expenses of administering Your policy. The published charge is taken into account when we calculate the Unit price on a Working Day. Full details of how We manage our Unit linked funds for heritage Equitable Life policies, including charges, are available at [www.utmost.co.uk](http://www.utmost.co.uk), or by contacting Us.

#### 4.2.2 Rebates of the annual management charge

Each month, on the same day of the month as the start date of Your Policy (or, if that is not a Working Day, the next Working Day), We will rebate additional Units to Your Policy on the policy value more than £250,000.

For these purposes We will work out the remaining policy value to calculate rebates by multiplying the number of Units held by the price(s) of the Units on that day.

This effectively reduces the annual management charge on the value of Your Policy above £250,000.

### 4.3 Withdrawal Charges

#### 4.3.1 Lump sum withdrawals

You can take up to two one-off withdrawals free of charge in any calendar year, and thereafter We charge £75 for each additional withdrawal in any calendar year.

If a withdrawal charge applies, Utmost will deduct the charge from Your Policy by cancelling Units.

To work out how many Units We need to cancel for a lump sum withdrawal charge, We will divide the charge amount by the price(s) of the Units used to cancel Units to pay the lump sum. We will cancel the Units proportionately across all the Funds held on the Policy.

#### 4.3.2 Regular withdrawals

You can change the level or frequency of regular withdrawals, free of charge up to four times in any calendar year, and thereafter We charge £25 for each additional change in that calendar year.

If a withdrawal charge applies, then Utmost will deduct the charge from Your Policy by cancelling Units.

To work out how many Units We need to cancel for a regular withdrawal charge, We will divide the charge amount by the same price(s) of Units used to cancel Units to pay the next regular withdrawal. We will cancel the Units proportionately across all the Funds held on the Policy.

#### 4.3.3 Reviewing withdrawal charges

The withdrawal charges under 4.3.1 and 4.3.2 may be changed at Utmost's discretion. However, the charges will not be increased by more than the increase in the Consumer Prices Index (CPI) over the period since the charges were last increased. Any changes will be communicated.

Withdrawal charges which apply each year will be detailed in your annual statements.

## 5. BENEFIT OPTIONS

The benefit options are detailed below in section 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6. Before We make a benefit option payment to You under section 5.1, 5.2, 5.3 or 5.6 We will deduct tax, if required, in accordance with HMRC guidelines (section 7 Tax).

Any instructions relating to benefit options should be in such form and supported by such evidence as Utmost specify from time to time (section 11.1).

### 5.1 Lump Sum Withdrawals

You can instruct Us to pay You a one-off lump sum withdrawal payment at any time. We will cancel Units from the Policy to make a one-off lump sum withdrawal payment.

To work out how many Units We need to cancel for a lump sum withdrawal, We will divide the withdrawal amount by the Price(s) of the Units.

The Price(s) of the Units we will use to cancel Units will be the price on the day immediately before We receive Your written request or, if later, the price on the day immediately before the day We receive the last of Our requirements to pay You. (Section 11.1).

We will cancel the Units proportionately across all the Funds held on the Policy.

Where there are not enough Units left on the Policy to pay the requested one-off lump sum withdrawal payment, We will make a final withdrawal payment of the remaining amount. The Policy will close. (Section 5.3).

## 5.2 Regular Withdrawals

You can instruct Us to pay You regular withdrawal payments at any time on a monthly, quarterly, half-yearly or annual basis. We will cancel Units from the Policy to make Your regular withdrawal payments.

To work out how many Units We need to cancel for each withdrawal, We will divide the regular withdrawal amount by the Price(s) of the Units.

The Price(s) of the Units we will use to cancel Units will be the price on the Working Day before the day You instruct Us to pay Your regular withdrawal payment.

If the day You instruct Us to pay Your regular withdrawal payment is a non-Working Day, then We will use the Working Day before as the day You instruct Us to pay Your regular withdrawal payment.

We will cancel the Units proportionately across all the Funds held on the Policy.

Once Your regular withdrawal payments have started, We will continue to pay them until one of the following happens:

- a. You write and ask Us to cancel or change the request; or
- b. Where there are not enough Units left on the Policy to make a regular withdrawal payment, We will make a final withdrawal payment of the remaining amount. The Policy will close (section 5.3).
- c. You ask Us to make a payment in accordance with either section 5.3, 5.4, 5.5 or 5.6; or
- d. It becomes necessary to stop the regular withdrawals in order to comply with a pension sharing order made against the Policy; or
- e. On Your death.

## 5.3 Withdrawal Of All The Remaining Policy Value

You can instruct Us to pay You the remaining policy value. We will cancel all the Units held in the Policy and the Policy will then end and no further benefits will be payable.

To work out the remaining policy value under section 5.3, We will multiply the remaining Units by the Price(s) of the Units.

The Price(s) of the Units we will use will be the price on the day immediately before We receive Your written instruction or, if later, the price on the day immediately before the day We receive the last of Our requirements to pay Your instruction (section 11.1).

## 5.4 Purchase Of A Guaranteed Income For Life (Annuity)

### 5.4.1 Remaining policy value

You can instruct Us to pay the remaining policy value to an insurer authorised to sell annuities under the relevant UK legislation to purchase a guaranteed income for life (annuity).

We will cancel all the Units held in the Policy and the Policy will then end and no further benefits will be payable.

To work out the remaining policy value under section 5.4.1, We will multiply the remaining Units by the Price(s) of the Units.

The Price(s) of the Units we will use will be the price on the Working Day immediately before We receive Your written instruction or, if later, the price on the Working Day immediately before the day We receive the last of Our requirements to pay Your instruction (section 11.1).

### 5.4.2 Part of the remaining policy value

You can instruct Us to pay part of the remaining policy value to an insurer authorised to sell annuities under the relevant UK legislation to purchase a guaranteed income for life (annuity).

To work out how many Units We need to cancel to pay Your instruction under section 5.4.2, We will divide that part of the remaining policy value being paid to an insurer authorised to sell annuities by the Price(s) of the Units.

The Price(s) of the Units we will use will be the price on the day immediately before We receive Your written instruction or, if later, the price on the Working Day immediately before the day We receive the last of Our requirements to pay Your instruction (section 11.1).

We will cancel the Units proportionately across all the Funds held on the Policy.

## 5.5 Transfer Out Of The Scheme To A Flexi-Access Drawdown Policy With Another Provider

### 5.5.1 Remaining policy value

You can instruct Us to transfer the remaining policy value to a flexi-access drawdown fund with another drawdown provider.

We will cancel all the Units held in the Policy and the Policy will then end and no further benefits will be payable.

To work out the remaining policy value under section 5.5.1, We will multiply the remaining Units by the Price(s) of the Units.

The Price(s) of the Units we will use will be the price on the day immediately before We receive Your written instruction or, if later, the price on the Working Day immediately before the day We receive the last of Our requirements to pay Your instruction (section 11.1).

## 5.6 A Mix Of Options 5.1, 5.4 And 5.5

You can instruct Us to pay the remaining policy value as a combination of two or more of the benefits described under section 5.1, 5.4 and 5.5.

## 6. DEATH BENEFITS

### 6.1 Amount Available To Provide Benefits On Your Death

We will work out the amount available to provide benefits on Your death.

To work out the amount available to provide benefits on Your death, We will multiply the remaining Units by the Price(s) of the Units.

For benefits on Your death payable under 6.3.1, 6.3.2 and 6.3.3, the Price(s) of the Units we will use will be the price on the Working Day immediately before We receive an instruction to pay the benefits on Your death, or, if later, the price on the day immediately before the day We receive the last of Our requirements to pay an instruction to pay the benefits on Your death.

### 6.2 Who Can Receive Death Benefit(s)

The Scheme Administrator will pay the amount available to provide death benefits on Your death in line with the Rules and this allows the Scheme Administrator to decide which recipient or recipients to pay this amount to.

The Scheme Administrator will follow processes for gathering evidence of death and information about potential recipients before making any payments of death benefits (section 11.1).

You can nominate one or more individuals who You want to receive the amount available to provide death benefits when You die. You can change Your nomination at any time. The Rules of the Scheme allow the Scheme Administrator discretion over who receives the amount available to provide death benefits. When deciding who will receive the amount available to provide benefits on death, the Scheme Administrator will take note of Your nomination, as well as Your circumstances at the time of death.

The amount available to provide death benefits usually falls outside of Your estate for Inheritance Tax purposes.

### 6.3 Benefits Available On Your Death

Once We have calculated the amount available to provide benefits on Your death, and the Scheme Administrator has decided on one or more individuals who will receive the amount available to provide benefits on death, then We will ask each individual to select which of the benefits available on Your death they wish to receive in respect of their share. The benefits available on Your death are shown in section 6.3.1, 6.3.2, 6.3.3, and 6.3.4.

The benefit options made available to your survivors will be subject to Us being satisfied that relevant conditions in law are met.

#### 6.3.1 Lump sum payment

Each individual entitled to receive a share of the amount available to provide benefits on Your death, can select to receive their share as a lump sum payment.

#### 6.3.2 Purchase a guaranteed income for life (annuity)

Each individual entitled to receive a share of the amount available to provide benefits on Your death, can instruct Us to pay their share to an insurer authorised to sell annuities under the relevant UK legislation to purchase a guaranteed income for life (annuity).

#### 6.3.3 Purchase a flexi-access drawdown policy

Each individual entitled to receive a share of the amount available to provide benefits on Your death, can instruct Us to transfer their share to another Utmost Drawdown policy in that individual's name or to another provider to purchase another flexi-access drawdown policy in that individual's name.

#### 6.3.4 A mix of the three options above

Each individual entitled to receive a share of the amount available to provide benefits on Your death can instruct Us to pay their share as a combination of two or more of the benefits described under sections 6.3.1, 6.3.2 and 6.3.3.

## 6.4 Payment Of Death Benefits

Payment of the amount available to provide benefits on Your death will only be made once We have satisfied Our requirements (section 11.1).

We will deduct tax, if required, as instructed by HMRC before We make payment(s) (section 7.2).

We will cancel all the Units held under the Policy to make payment of the death benefit. The Policy will end and no further benefits will be payable.

## 7. TAX

### 7.1 Tax On Payment(s) We Make To You

Before We make a payment(s) to You under section 5.1, 5.2 or 5.3 We will deduct tax as required by HMRC. This will not necessarily mean that the amount of tax deducted is the amount of tax that you owe. If any further tax is due then You will need to pay it directly to HMRC, or if a refund is due, You will need to claim it back from HMRC.

HMRC tax rules can change and the amount of tax payable may depend on individual circumstances.

### 7.2 Tax On Benefits We Provide On Your Death

Before We make a payment(s) under section 6.3.1 We will deduct tax as required by HMRC. This will not necessarily mean that the amount of tax deducted is the amount that is owed. If any further tax is due then this will need to be paid directly to HMRC, or if a refund is due, it will need to be claimed back from HMRC.

HMRC tax rules can change and the amount of tax payable may depend on individual circumstances.

## 8. DIVORCE, OR DISSOLUTION OF A CIVIL PARTNERSHIP

Please refer to the Rules of the Scheme.

## 9. SURRENDER, ASSIGNMENT AND LUMP SUMS

You cannot surrender or assign this Policy, nor have any benefits paid to You as a lump sum, except as stated in section 5.

## 10. ALTERING THE POLICY

We may change the terms and benefits of the Policy to accommodate changes in law, taxation, regulation or guidance affecting our industry, or changes to Utmost operational processes which means that:

- a. It becomes unreasonable or impossible to carry out the provisions of the Policy;
- b. The basis of taxation which applies to Us or the Policy is changed: or
- c. Any existing taxes, charges or levies are changed, or any new taxes, charges or levies are imposed.

If We have to change the terms and conditions of the Policy, We will let You know about the change.

## 11. OUR REQUIREMENTS

### 11.1 Documents And Evidence

We may require documents and evidence from the Policyholder or claimant(s) in order to make a payment under either section 5 (Benefit options) or section 6 (Death benefits).

Examples of the documents and evidence that We may require include:

- a. Policy Schedule
- b. Proof of Your date of birth, or proof of the date of birth for an individual receiving benefits under section 6 (Death benefits).
- c. In the event of a death claim, proof of Your death.
- d. Claim forms, fully completed.
- e. Proof of identity documents.
- f. Proof of entitlement, specifically for death benefits.

We may ask for further documents, evidence or information needed to accept a claim. We will not pay or reimburse You or any other party for any evidence supplied to support a claim.

Once We have received all the documents, evidence and information We need and have accepted the claim, We will begin the process of paying the benefit under the Policy.

### 11.2 Information Found To Be Incorrect Or Incomplete

The Policy is set up by the completion of an application and declaration made to Us by the Policyholder. If any of the information is later found to be incorrect or incomplete, We have the right to alter the terms and conditions of the Policy which would not have been agreed if We had known the full facts. If such alteration is necessary, We will notify the Policyholder and/or claimant and provide full details of the change(s). We will not refund any charges already made in respect of the altered provisions and We reserve the right to apply a charge for making the change(s).

## 12. CANCELLATION RIGHTS

You have the right to cancel within 30 days of receiving Our confirmation that Your Utmost Drawdown has been set up, or at any time before this. You will need to write to Us, quoting Your Policy number, and You will need to return any money received, including Your tax-free lump sum from Your previous pension policy or policies.

If You cancel within the 30 day cancellation period and the remaining policy value of the cancelled policy is less than the Amount Invested for the policy, then the amount We return to Your previous policy or policies will be less than the Amount Invested for Your previous policy or policies.

If the remaining policy value of the cancelled policy is more than the Amount Invested for the policy, then We will return the original Amount Invested to Your previous policy or policies.

To work out the remaining policy value under section 12, We will process Your request on the Working Day after We receive all Our requirements to cancel and will multiply the Units by the latest available Price(s) of the Units.

## 13. GENERAL INFORMATION

### 13.1 Law, Currency And Place Of Payment

The Policy is governed by the law of England and Wales.

All payments We make will be paid in UK sterling.

### 13.2 Communication And Contacting Us

Utmost will always write and speak to You in English.

You may contact Us at our Head Office by letter, e-mail to enquiries@utmost.co.uk, or telephone 0330 159 1530.

You must inform Us if Your contact details change (phone number, email and postal address).

### 13.3 Regular Updates And Policy Information

We will write to You at least once a year. You can also contact Us at any time.

### 13.4 Living Abroad

Utmost Drawdown is available to UK residents. If You subsequently move abroad, We will make payments under section 5 (Benefits) or section 6 (Death benefits) to a UK bank account. Benefits paid to You under section 5.1, 5.2 and 5.3 must be paid to a UK bank account in Your name.

### 13.5 How To Make A Complaint

If You have a complaint, please get in touch with Us quickly, and We will do everything We can to resolve it. Further information is available at [www.utmost.co.uk](http://www.utmost.co.uk).

If You are not satisfied with Our response to Your complaint You may contact the Financial Ombudsman Service who help settle disputes between individuals and financial services providers.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange  
London E14 9SR

W [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

T 0800 023 4567

### 13.6 The Financial Services Compensation Scheme (FSCS)

If We get into financial difficulties which may affect Our ability to pay Your claim, You may be eligible to receive compensation from the Financial Services Compensation Scheme (FSCS), an independent body set up by the government.

#### **You can contact the FSCS at:**

The Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street  
London EC3A 7QU

W [www.fscs.org.uk](http://www.fscs.org.uk)

T 0800 678 1100

Be aware that you may not always be able to claim and that there are also limitations.

### 13.7 Further information

For further information about Utmost Life and Pensions Limited, please visit [www.utmost.co.uk](http://www.utmost.co.uk) or call Us on 0330 159 1530 or email [enquiries@utmost.co.uk](mailto:enquiries@utmost.co.uk).

