



Changes to Aegon Retirement Choices (ARC) Terms and conditions

You can find the more extensive changes to the *ARC Terms and conditions* in the table below. All other changes are minor and don't affect the meaning of the terms and conditions (for example an updated clause reference, making something clearer or incorrect word replaced with the correct one).

Where a clause has been added or deleted, all other clauses have been renumbered accordingly. Any reference to a clause is to the new clause number, unless otherwise stated. These changes take effect from 30 June 2014.

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1	The effective date of the document has been changed from 'November 2013' to 'June 2014'.
5 – 8	Definitions added: ISA Regulations, PRA, QROPS, Registered pension scheme
5 – 8	Definitions changed: Aegon, Crystallise, Crystallised, Lifetime allowance
5 – 8	Definitions deleted: Single investment
8	Clause 3.1 has been amended to confirm that we are unable to accept an application for a product wrapper from any citizen or taxpayer of the USA.
11	Clauses 5.3.2 and 5.3.3 have been amended to confirm that HSBC is now regulated by both the PRA and FCA.
13	Clause 6.2.3 has been amended to make it easier to read by separating out the ISA and SIPP when detailing contribution limits.
14	Clause 7.2.6 has been deleted and replaced with new clauses 7.2.6 and 7.2.7. These clauses provide more detail on the action that may be taken if an investment is removed from the Service by either us or the investment provider. New clause 7.2.6 details that where a direct alternative investment is nominated, your current holding will be switched into that alternative investment, and any contributions and transfers that would have purchased the original investment will now purchase the alternative

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	<p>investment.</p> <p>New clause 7.2.7 details that where a direct alternative investment is not nominated, your current holding will be sold with the proceeds being placed in your cash facility, and any contributions and transfers that would have purchased the original investment will now be placed in your cash facility.</p> <p>Under both clauses, if you want something different to happen to your existing investment or future contributions and transfers, it is up to you and your adviser to take action before the date we tell you that we will make this change on.</p>
14	<p>New clause 7.2.8 has been added to detail what happens where an investment is closed to further payments in to it but is not removed from the Service. In these circumstances, the existing investment will remain where it is and contributions and transfers will be retained in the cash facility or invested in an alternative investment that we nominate.</p> <p>If you want something different to happen to your existing investment or future contributions and transfers, it is up to you and your adviser to take action before the date we tell you that we will make this change on.</p>
14	<p>New clause 7.2.9 confirms that any alternative investment that we nominate under 7.2.6 and 7.2.8 will be one we consider closely reflects the make-up of the removed or closed fund. In addition, we are not liable for the performance or suitability of the new fund or the cash facility and if you do not want to be invested in there, you need to take action either before we make the change or change investments if this is after we have made the change.</p>
16	<p>Clause 7.6.2 has been amended to clarify that investment providers normally deduct charges direct from the investment or build it into the price calculation of that investment but that we will still pay their charges from the cash facility where they request this.</p>
17	<p>Clause 7.13.4 has been amended to make it clearer what happens to a rebalancing instruction where, for an investment within the rebalancing instruction, dealing minimums are not met, an investment is removed from the Service, or an investment is no longer available for</p>

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	rebalancing. In these circumstances either the remaining investments will be rebalanced as close as possible to the investment choice selected, or rebalancing will be turned off. What action is taken will depend on the circumstances at the time.
20	Clauses 9.1 and 9.4.1 have had the address details updated to 'Platform Client Services, Aegon, Edinburgh Park, Edinburgh, EH12 9SE' and 'Complaints Manager, Aegon, Edinburgh Park, Edinburgh, EH12 9SE' respectively.
20	Clause 9.3.1(i) has been amended by deleting the last paragraph of that clause. We will now provide a contract note for each transfer where you are transferring from more than one place, instead of providing a contract note for the first transfer and a valuation of all the transfers when the last transfer is received.
21	New clause 9.6 has been added to confirm that we are required to verify your identity and source of wealth when taking out a product wrapper. This clause also confirms that if we do not get satisfactory confirmation of these, we may decide to close the product wrapper, return the payment and remove your access to the Service. Where the product wrapper is a SIPP, any returned payment may be considered an unauthorised payment – in these circumstances we will deduct any tax charges due before returning the payment.
25 - 27	In clauses 10.4.2, 10.4.8.2 and 10.5.2 we have altered the reference to Aegon Investment Solutions Ltd holding any adviser or consultancy charge for your adviser or the scheme adviser to either Aegon Investment Solutions Ltd or Scottish Equitable plc. This is for internal accounting purposes and does not affect your contract or any payment to your adviser or the scheme adviser.
25	Clause 10.4.3 has been amended by not specifying how we will tell you about any adviser charge that is payable or altered, although we will tell you about this. The reason for this is that how we will tell you about this will vary depending on the type of adviser charge and when it is payable.
29	Clause 12.2 has an updated web address for the FCA.

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30	Clause 13.6.4 has been reworded to make it clearer and has an updated address.
32	New clause 13.10.4 has been added to confirm that we treat electronic messages from us as being received by you on the day we send it unless we receive an error message that it has not been successfully delivered.
	Section A – GIA
33	New clause 3.5 has been added to make it clear that under a gross GIA, there are some investments that receive interest or income net of tax, and that you are responsible for making sure the tax position is correct.
	Section B – ISA
36	Clause 6.3 has been amended to confirm that HSBC is now regulated by both the PRA and FCA.
36	Clause 7 has been amended to confirm that in line with changes made in the Budget 2014, from 1 July 2014 interest paid on the cash facility within the stocks and shares ISA will be paid gross of tax.
	Section C – SIPP
39	A paragraph has been added to the end of clause 3.4 confirming that we may have to repay tax relief to HMRC if a contribution does not qualify for tax relief. If this is the case, this will be taken from the cash facility, and by forced disinvestment if there is not enough in the cash facility to meet the amount due.
40	Clause 4.2 v has been altered to confirm that if contributions to your SIPP are increased (whether under auto-enrolment or otherwise), and there is an existing investment instruction in place, the increase will follow that existing instruction. You will not be invested in a default fund in these circumstances as you have given separate investment instructions for your contributions.
41	Clause 7.6 has been amended to confirm that if you have a block transfer in with a protected low pension age but have an existing arrangement within the pension scheme, the age you can take the benefits under that existing arrangement will not reduce as a result of the block

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	transfer.
45	Clause 19.1 has been amended to confirm that any lifetime allowance charge on uncrystallised lump sum death benefits are payable by the recipient of that lump sum.
	ARC Insured Funds Policy
49	Clause 4.4.3 has been amended to confirm that we have the right to wind up any fund provided through the ARC Insured Funds Policy, not just a fund that has been closed.
52	Clause 8.4.1 has been amended to confirm that the charges for the ARC insured funds may be included in the calculation of the unit price of the relevant fund, or may be taken by cancellation of units.
54	Clause 13 (Law and jurisdiction) has been re-written to make it clearer and easier to follow.