

# Changes to One Retirement (OR) Terms and conditions

Effective as at 20 March 2018



We've made changes to the OR terms and conditions and we've detailed these in the table below.

We've made some alterations to reflect process changes we've made to OR and to make some areas clearer to you.

If you are unhappy with the proposed changes to these terms and conditions you should notify us of this. You have the right to terminate your use of the OR service and request that we close your OR account and transfer your investments, or the proceeds of their sale to another provider, where applicable, at no additional cost to you.

The table below sets out all the changes made, however the following list details some of the most significant changes you should be aware of:

- We have clarified the circumstances in which we can amend your terms and conditions, including making changes to our charges to give you certainty around the circumstances we may change your terms and conditions or our charges and your options should you be unhappy with a proposed change.
- We have introduced a new power which will allow us to pass on the cost of holding your cash with HSBC should HSBC start charging us for holding cash on deposit with them. This could happen where negative interest rates apply.
- Accidental death benefit (ADB) will no longer be available in respect of OR accounts with a start date of 20 March 2018 or later, however existing OR customers on 19 March 2018 with this feature will be unaffected and ADB will continue to apply in line with the terms and conditions.
- We have made changes to the sections of the terms and conditions which deal with how your investments are managed and traded, and other consequential amendments to account for changes in regulation which apply from 3 January 2018.

- We have introduced a new option to have income received from your investments reinvested in the investments from which the income was paid.
- We have introduced 'pre-funding' of switches capability (including switches carried out as part of rebalancing instructions) subject to some restrictions. Currently where you request a switch (which is the selling of one investment in order to purchase another investment) we wait until the proceeds of the sale are received as cleared funds before instructing the purchase. Pre-funding of switches means that we will instruct the purchase when we receive confirmation of the sale price(s) for all of the sale transactions.

Where a clause has been added or deleted, all other clauses have been renumbered accordingly. Any reference to a clause is to the old clause number, unless otherwise stated. These changes take effect on 20 March 2018.

Please note that the page number references are to the April 2016 version of the OR terms and conditions.

### Page(s) Change

### Part 1 OR terms and conditions

1	The effective date of the document has been changed from 'April 2016' to 'March 2018'.
6	The definition of 'Accidental death benefit' has been amended because OR accounts with a start date of 20 March 2018 or later will no longer have the accidental death benefit feature.
6	The definition of 'Aegon initial charge' has been deleted as this charge has been removed.
6	A new definition of 'Aegon UK Retail Order Execution Policy' has been added due to regulatory chang- es applying from 3 January 2018.
7	A new definition of 'Dealing point' has been added. This replaces the existing definition of 'Valuation point' which has been deleted.
7	The definition of 'Equity' has been amended to clarify what an equity is.
8	The definition of 'Hedge fund' has been deleted as a hedge fund is not available as a new investment option.
8	A new definition of 'Income' has been added which is linked to the changes introduced in clause 8.3.
8	A new, separate, definition of 'Investment trust' has been added. Investment trusts were previously included in the definition of 'Equity'.
8	A new definition of 'Investment trust trading' has been added.
8	A new definition of 'Legal Entity Identifier' has been added as a result of regulatory changes applying from 3 January 2018.
8	A new definition of 'Natural Person's Unique Identifier' has been added as a result of regulatory changes applying from 3 January 2018.
9	The definition of 'Structured product' has been amended because structured products are not available as a new investment option from 3 January 2018.
9	Clause 3.1 has been amended to clarify that while we treat all customers as retail customers other bodies may regard you as a professional client or eligible counterparty and therefore some options such as access to the Financial Services Compensation Scheme and the Financial Ombudsman Service would not be available to you. Clause 3.1 has also been amended to clarify that we do not offer customers the option to select a different client classification.
12	New clause 5.2.7 vii has been added. This clause introduces a new type of charge which may be taken from your cash facility in the event HSBC (the bank which provides our banking facilities) charges us for depositing your money with them.
12	Clause 5.2.8 has been updated to set out the circumstances in which HSBC might charge us to deposit your money with them. This would only happen if interest rates fell to a negative rate. We would always tell you if we were going to pass this cost onto you.
15	Clause 6.2.4 has been updated to reflect the current minimum contribution amounts which apply to your One Retirement account.
16	Clause 6.2.11 has been updated to confirm that we will collect regular contributions by direct debit on the 2nd business day of the month, unless we agree a different date with you, and to reflect the changes made in clause 6.2.4.
16	New clause 6.2.12 has been added which explains that we can refuse to accept contributions, transfer payments into your OR account or withdrawal requests where you, a third party paying contributions on your behalf or your employer is listed on a sanctions list.

17	New clause 7.1.6 has been added which sets out when you might have a claim under the Financial Services Compensation Scheme in the event of our insolvency or an investment provider's insolvency.
17	Clause 7.2.7 has been amended as we will no longer seek to nominate an alternative investment where an investment is removed from the service. The existing clause 7.2.8 has been deleted as a consequence of this.
18	Clause 7.2.9 (which will be renumbered 7.2.8 in the updated terms and conditions) has been amended as we will no longer seek to nominate an alternative investment where an investment is closed to further payment. Clause 7.2.10 has been deleted as a consequence of this.
18	New clause 7.2.9 has been added which clarifies that sometimes investments are suspended for reasons which are outwith our control, and so during the period of suspension we are unable to deal with the investment as we normally would. We will not be able to process switch instructions for example while an investment is suspended and you would be required to resubmit your instruction once the suspension was lifted. We would always notify you of the suspension and once it had been lifted.
18	Clause 7.3.2 has been amended to reflect the change to the definition of 'Equity' and to reflect changes to the gating system as a result of regulatory changes applying from 3 January 2018. Details of the gating system can now be found on the service or through your adviser (if you have one).
20	A new clause 7.5.6 has been added which explains that as a result of regulatory changes applying from 3 January 2018 where you request to sell and/or purchase equities, investment trusts or exchange traded funds we may have to request additional information from you before processing your instructions.
20	Clause 7.6.1 has been amended to cover that your personal illustration and Charges guide will cover details of additional charges an investment provider/fund manager may levy.
20	Clause 7.7 has been amended to reflect changes in the way investment trusts are traded. Investment trusts will be traded on a real time basis unless we advise otherwise, in which case they will be traded on an aggregated basis and the terms of clause 7.8 will apply.
21	Clause 7.9 has been updated to include reference to dealing minimums we may set. If we set such a minimum this will be based on the relevant investment provider's/fund manager's dealing minimum and may be higher than the investment provider's/fund manager's dealing minimum. We may set a higher dealing minimum in order to protect against market movement – if we operate against the investment provider's/fund manager's dealing minimum then a market movement between you submitting your instruction and it being processed could result in you not meeting the investment provider's/fund manager's minimum and you having to resubmit your instruction. If we set a slightly higher dealing minimum then this should protect against a market movement.
21	Clause 7.10 is amended to clarify that settlement proceeds from any investment sales may be delayed where an investment is experiencing liquidity issues.
21	Clause 7.11 has been amended to reflect the introduction of 'pre-funding' of switches and to clarify the process of switching.
21	Clause 7.12 has been amended to reflect the introduction of 'pre-funding' of switches. The amended clause 7.12 details the process of pre-funding linked switches and sets out where we would not make pre-funding of switches available to you.
	Clause 7.12 has also been amended to cover that due to regulatory changes applying from 3 January 2018, we will be unable to process a switch instruction where we do not hold certain information.
21	Clause 7.13.1 has been amended to clarify that only your adviser can set up automatic rebalancing whereas your adviser or your discretionary fund manager can carry out a one-off rebalance.

22	Clause 7.13.2 has been amended to clarify that rebalancing will be set from the 19th day of the month following the establishment of your OR account, or from the 19th day of the month following the setting up of the rebalancing instruction and not as currently described.
22	Clause 7.13.6 has been amended to clarify that if you change any investments which are subject to a rebalancing instruction then this rebalancing instruction will cease to apply and you would have to ask your adviser to reconfirm the rebalancing instruction if you want it to continue to apply. If your adviser changes your investments which are subject to a rebalancing instruction, the rebalancing instruction will continue to apply unless it is cancelled.
22	Clause 7.13.11 has been amended to clarify that valuation calculations will be carried out on the 19th day of the month in which we carry out the rebalancing and not as currently described.
23	Clause 7.13.12 has been amended to reflect the introduction of the pre-funding of switches feature.
23	A new clause 7.13.13 has been added to cover that due to regulatory changes applying from 3 January 2018, we will not be able to process a rebalancing instruction where we do not hold certain information.
23	Clause 7.15 has been amended to reflect the change in definition of 'Equity'.
24	Clause 8.3 has been updated to include additional options available to you in respect of income received from your investments. We have introduced the option to have income received from your investments reinvested in your investments.
	• A new clause 8.3.1 has been introduced which sets out general information about the options available to you and the restrictions which apply.
	There are some investment types which we cannot accept instructions in respect of and so any income received will be credited to your cash facility as would have previously happened.
	If you wish to provide us with instructions to reinvest the income your adviser can do this online. The clause also explains that during the period between the income being credited to your cash facility and the date on which we reinvest your income, the income in your cash facility is ring-fenced for this purpose and will not be used for any other purpose. For example, the income will not be used to pay another withdrawal which is due to be deducted from your cash facility.
	• A new clause 8.3.2 has been introduced which provides information where you select to reinvest the income.
	We will typically reinvest your income within the next two Aegon dealing points, however where the amount of income is below the minimum amount set by us for reinvestment, we will not reinvest the income and it will remain in your cash facility and the income is ring-fenced for the purpose of reinvestment.
25	Clause 9.1.2 is amended to clarify that any payment we make to your nominated bank account will be made in Pound Sterling only, even where we have agreed to make payment to a bank account outside the UK.
25	Clause 9.3.1 is deleted in its entirety as we currently do not take an initial charge from you. The clauses following the existing 9.3.1 have been renumbered accordingly.
27	Clause 9.3.3.3 (clause 9.3.2.3 in the updated terms and conditions) has been amended to clarify that where a customer fee applies to your policy this will not increase each year in line with the Average Weekly Earnings index.
28	Clause 9.3.7 has been amended to reflect the change in definition of 'Equity' and introduction of new definition 'Investment Trust'.
28	Clause 9.3.8 has been amended to reflect the change in definition of 'Equity' and introduction of new definition 'Investment Trust'.

28	Clause 9.3.9 (clause 9.3.8 in the updated terms and conditions) has been amended to make the scenarios in which we may vary the charges we take (including increasing charges or introducing a new charge) fairer and clearer to you. The clause sets out that we will only change charges where we have a valid reason to do so and will only ever set charges to a level we believe is not excessive. If you are unhappy with a proposed change to the charges you can terminate your use of the OR service and request a transfer at no cost to you. Any charges which are due to be paid prior to us notifying you of a proposed change to charges would still be due to be paid.
29	Clause 9.4.2 has been amended to clarify that once any adviser charge has left your cash facility you have no further liability in respect of that particular payment. Once it has left your cash facility it cannot be altered or returned to you by us.
36	Clause 10.8.4 is amended to reflect that from 25 July 2016 we stopped accepting new binding nominations. We will continue to recognise binding nominations received before this date. The exception to this change is where you have a Secure Retirement Income account with a joint life as we will continue to recognise any binding nominations received after that date.
38	Clause 10.9 has been amended to reflect that accidental death benefit will no longer be available to OR accounts with a start date of 20 March 2018 or later.
40	Clause 11 has been amended to clarify how you or we can terminate your use of the OR service and close your OR account. Currently we'll give you at least 28 days' written notice if we are going to stop offering the OR account to you. After the changes, we'll give you at least three months' written notice if we decide to stop offering the OR account to you. We are introducing a new term (see also new clause 6.2.12) that explains that where you or a third party who is paying contributions on your behalf are named on a sanctions list or you are no longer resident in the UK or you become a citizen of another country we reserve the right to stop providing the OR account to you immediately.
41	Clause 13.2 v is amended to clarify that your nominated bank account must be a UK bank account unless we agree otherwise with you.
41	Clause 13.3 has been amended to reflect regulatory changes effective from 3 January 2018. As a result of these changes the frequency of certain statements will change to 3 monthly as described in clause 13.3.1 ii.
43	Clause 14.2 has been amended as a result of regulatory change applying from 3 January 2018. We maintain the Aegon UK Retail Order Execution Policy which is available on request or through the OR Service. You must read this policy before instructing us to buy or sell investments on your behalf.
44	A new clause 14.5.1 is introduced to clarify that where you receive correspondence from us which contains incorrect information you must notify us of any such errors as soon as possible.
44	A new clause 14.5.6 is introduced to cover that we will record and monitor telephone calls with you and we will keep these records for as long as is required under applicable law and regulation.
45	Clause 14.6 has been amended to make the scenarios in which we may change our terms and conditions fairer and clearer to you. The clause sets out that we will only amend our terms and conditions where we have a valid reason to do so and will only ever exercise these amendment powers in a reasonable and proportionate manner. If you are unhappy with a proposed change to the terms and conditions you can terminate your use of the OR service and request a transfer at no cost to you. Any charges which are due to be paid prior to us notifying you of a proposed change to our terms and conditions would still be due to be paid.
46	A new clause 14.9.10 has been introduced which sets out that electronic communications between us will be monitored and we will keep these records for as long as is required under applicable law and regulation.

## Part 2 ARC Insured funds policy

55	Condition 4.5 has been amended to include additional text to clarify that where you have selected lifestyle funds and you change your retirement age from the one you selected when you opened your One Retirement account or make any subsequent changes to your retirement age we may have to sell units in your existing lifestyle fund and purchase new units in a different lifestyle fund. In these circumstances we will follow the process for buying and selling units described in clause 7.12 of the OR platform terms and conditions.
55	A new condition 4.8 has been added to the policy terms and conditions. This new condition provides that we do not accept any risk of investment whatsoever in respect of the ARC insured funds. This means for example if a third party we engage to manage the assets of the ARC insured funds were to default or become insolvent you would bear any losses arising from that and not us. This change only impacts new customers who open an OR account on and after 20 March 2018 and so existing customers with an OR account wrapper on 19 March 2018 are not affected by this change.
57	Condition 7.1 has been amended to reflect that the secure retirement income (SRI) conditions apply only to existing SRI customers as at 28 February 2018.
67	Condition 9.3 has been amended to make the scenarios in which we may vary the charges we take (including increasing charges or introducing a new charge) fairer and clearer to you. The clause sets out that we will only change charges where we have a valid reason to do so and will only ever set charges to a level we believe is not excessive. If you are unhappy with a proposed change to the charges you can terminate your policy and request a transfer at no cost to you. Any charges which are due to be paid prior to us notifying you of a proposed change to charges would still be due to be paid.
68	Condition 12.1 has been amended to make the scenarios in which we may change our policy terms and conditions fairer and clearer to you. The clause sets out that we will only amend policy terms and conditions where we have a valid reason to do so and will only ever exercise these amendment powers in a reasonable and proportionate manner. If you are unhappy with a proposed change to the policy terms and conditions you can terminate your policy and request a transfer at no cost to you. Any charges which are due to be paid prior to us notifying you of a proposed change to the policy terms and conditions would still be due to be paid.

#### Part 3 Basic scheme information for the SIPP

73	Annual allowance figures have been updated to reflect current tax rules and references to previous tax years have been deleted. We have also explained the tapered annual allowance which was introduced by the government in April 2016.
74	Money purchase annual allowance figures have been updated to reflect current tax rules and references to previous tax years have been deleted.
75	Lifetime allowance figures have been updated to reflect current tax rules and references to previous tax years have been deleted.



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