

Freedom Income Plan Terms & Conditions

MetLife[®]

April 2012

Section 1: Your Plan

- 1.1 These terms and conditions (the Member Terms and Conditions) govern the MetLife Freedom Income Plan (the Plan). They set out the contractual relationship between:
 - you, as a Member of the Scheme;
 - MetLife Europe Limited (MetLife) as the Scheme Provider and provider of the Plan and the Policy you will invest in; and
 - MetLife Pension Trustees Limited (MPTL) as the Scheme Administrator and sole Trustee of the assets held by the Scheme.
- 1.2 The Scheme is registered with HM Revenue and Customs (HMRC) under Chapter II of Part 4 of the Finance Act 2004, which means that your Plan will benefit from the tax advantages given to a Registered Pension Scheme.
- 1.3 Your Plan is an insurance product which will provide money to fund your drawdown. It allows you to use your pension fund to provide income for a fixed term and a Guaranteed Maturity Amount at the end of the term. Your term will run until your maturity date. Your income, maturity date and your Guaranteed Maturity Amount are decided when setting up the Plan.
- 1.4 Words with capital letters are defined terms. These are explained in section 14.

For further information about the Plan and your benefits under it, please contact MetLife using the contact details stated in section 10 below.
- 1.5 For further information about the Plan and your benefits under it, please contact MetLife using the contact details stated in section 9 below.

Section 2: Eligibility

- 2.1 You are eligible to take out the Plan if you are resident in the UK, you have not yet reached your 85th birthday and:
 - 2.1.1 you are aged 55 or over; or
 - 2.1.2 where you are eligible to take pension benefits from an age earlier than 55, you have reached that earlier age.
- 2.2 You are not eligible to take out this Plan if you are a U.S. taxpayer.

Section 3: Payments into your Plan

- 3.1 The following minimum and maximum payments apply to your contributions:
 - 3.1.1 The minimum amount required to establish your Plan is £20,000 after the payment of any Pension Commencement Lump Sum (PCLS). This can be made up of multiple transfers subject to a minimum amount of £5,000 per transaction;
 - 3.1.2 Additional amounts cannot be paid into the same Plan but you could start a new one subject to the then current minimum and maximum investment levels. Currently, MetLife reserves the right to refuse any transfer if it would take your total payments into all MetLife Freedom Income Plans which you have above £1.5 million;
 - 3.1.3 MetLife is entitled to change any of the minimum or maximum limits in this section 3.1 at any time.

3.2 Transfer payments in can be accepted from the following types of scheme:

3.2.1 Registered Pension Scheme;

3.2.2 Recognised Overseas Pension Scheme;

MetLife reserves the right to refuse any transfer payment in.

3.3 Pension Credits can be accepted.

3.4 The Plan cannot accept investments arising from the exercise of an Open Market Option.

3.5 Your illustration is guaranteed for 30 days (the Guaranteed Illustration Period). If we receive your pension funds within this Guaranteed Illustration Period we will use these rates to calculate the benefits under your Plan as shown on your corresponding illustration.

3.6 If we receive 50% or more of your intended investment within the Guaranteed Illustration Period we will extend the Guaranteed Illustration Period to 10 weeks from the date of receipt of your application while waiting for the remaining funds. If any of your pension funds are received after the Guaranteed Illustration Period then we will offer you the applicable rates at that time and we will send your financial adviser a new illustration based on these new rates. We will proceed on the revised basis with the new rate unless we have received alternative instructions from you within 14 days.

3.7 When setting up your Plan, you accept that the rates used to calculate your benefits may vary depending on when we receive your transfers.

3.8 In the event that the amount MetLife receives from your transferring pension provider is less or more than the amount specified in your application form for the Plan, MetLife will adjust your selected benefits under the Plan accordingly to account for the reduction or increase in the amount we receive and where necessary refuse to issue a Policy under the Plan if the transfers received do not fulfil the eligibility requirements.

3.9 MetLife may have to set up more than one Policy under your Plan. Additional Policies may be established if we receive payments more than 10 weeks after receipt of your application form.

3.10 If the information you provide MetLife in your application form or any additional documentation is incorrect, we may need to vary your benefits accordingly based on the correct information and/or set up a new Policy under your contract to accommodate the different circumstances and where necessary refuse to issue a Policy under the Plan. If this means that your original quote is not valid, we will send your financial adviser a new illustration based on these new rates. We will proceed on the revised basis with the new rate unless we have received alternative instructions from you within 14 days.

3.11 You undertake to notify MetLife in writing immediately if you crystallise any further funds between the date of completing your application form and the date we confirm we have crystallised your last transfer. If you do not notify us, our records or statements in respect of your Plan may be incorrect and you may be subject to additional tax charges. If MetLife incurs HMRC charges as a result of you failing to notify us that you have crystallised your funds, we may recover these charges from you or your Plan.

Section 4: Benefits from your Plan

Pension Commencement Lump Sum

- 4.1 When your Plan is first set-up you can usually take up to 25% of your pension fund as a Pension Commencement Lump Sum. No Pension Commencement Lump Sum can be paid in respect of any Drawdown Pension fund you transfer into the Plan.

Maturity Date

- 4.2 The maturity date for your Plan must be chosen when it is set up. The term of the Plan runs from the time we receive your first transfer payment and set up the Plan, until the maturity date. The term can be between three and 25 years but the term must end before you reach your 90th birthday.
- 4.3 Income options and death benefits are selected when the Plan is set up and cannot be changed during the term of the Plan.

Income

- 4.4 Income can be paid to you from the income start date up to your maturity date or earlier death, if you die within the term. You can select to take no income over the term if you prefer. Your income options are chosen when setting up your Plan and cannot be changed during the term of the Plan, unless your Plan is subject to an earmarking or pension sharing order on divorce.
- 4.5 Depending on the options you have chosen when setting up your Plan, your income may:
- 4.5.1 stay level or increase by a fixed rate of up to 8.5% each year;
 - 4.5.2 be paid to you every month, every three months, every four months, every six months or every year, in advance or in arrears.
- 4.6 If the income start date occurs before MetLife receives your first transfer payment, we will not be able to start your income on that date. The outstanding income payments will be made as soon as practicable after monies are received. If multiple payments are due, these will be paid together in a single payment.
- 4.7 The income provided to you is subject to HMRC rules for Capped Drawdown Pensions. Your income is subject to limits set by HMRC.
- 4.8 Your HMRC income limits will be reviewed at least every three years before the age of 75 and every year thereafter. If you have more than one income limit, MetLife will undertake a review date alignment as soon as possible after your 75th birthday and conduct the Income Review once a year. If you do not want your review dates aligned please contact MetLife using the contact details stated in section 9.
- 4.9 Your income may be restricted by the HMRC income limits in the future. If this happens, the amount of income that we cannot pay you, plus interest based on the rate of return promised to you when setting up your Plan, will be added to your Guaranteed Maturity Amount.
- 4.10 Your regular income payments are subject to income tax.

Death benefits

- 4.12 The benefits paid on your death will depend on the options you select at the outset of the Plan and cannot be changed during the term of the Plan. If you do not select any of the death benefit options and you die during the term, no death benefits will be paid to your Beneficiaries.
- 4.13 When setting up your Plan, you can select a death benefit of either Value Protection or Guaranteed Period.
- 4.14 Dependant's benefits may be selected in addition to Value Protection or the Guaranteed Period or on their own.

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- 4.15 Before providing any lump sum or income to your Dependant or Beneficiaries, we will require formal certification of your death and proof of any Beneficiaries' claim, age and entitlement (for example, birth certificate and marriage certificate, if appropriate).
- 4.16 We aim to pay any lump sum as soon as practicable. In extenuating circumstances this may take longer but we will pay any lump sum within two years of us being notified of your death.

Value Protection

- 4.17 You can choose Value Protection when setting up your Plan. With Value Protection a lump sum payment equal to your initial investment (after PCLS) less any income paid will be paid out on your death (or after both yours and your Dependant's deaths if you also chose Dependant's benefits) within the term. You can choose Value Protection at a rate of less than 100%, in which case the full amount will be determined as above and then reduced proportionately.
- 4.18 If Value Protection is paid out as a lump sum we will deduct any tax required by HMRC. If the lump sum is used by a Dependant to provide income under a Lifetime Annuity or a Drawdown Pension, this tax may not apply though income will be taxable.
- 4.19 You can nominate one or more individuals that you would like to benefit from the Value Protection lump sum but the Trustee of the Scheme retains discretion over who to make the payment to.
- 4.20 If you have selected a Guaranteed Period you cannot select Value Protection.

Guaranteed Period

- 4.21 Depending on the options you have chosen when setting up your Plan, your income payments may be guaranteed for a selected period ranging from one month up to a maximum of 20 years or the end of the term if this is earlier. If you (or both you and your Dependant where Dependant's Benefits has also been selected) die during the Guaranteed Period, a lump sum death benefit will be paid to your Beneficiaries. This lump sum will be equal to your remaining guaranteed income, discounted using the appropriate interest rates prevailing at the time.
- 4.22 If this is paid out as a lump sum we will deduct any tax required by HMRC. If the lump sum is used by a Dependant to provide income under a Lifetime Annuity or a Drawdown Pension this tax may not apply though income will be taxable.
- 4.23 You can nominate one or more individuals that you would like to benefit from the Guaranteed Period lump sum but the Trustee of the Scheme retains discretion over who to make the payment to.
- 4.24 If you have selected Value Protection you cannot select a Guaranteed Period.

Dependant's Benefits

- 4.25 When setting up your Plan you can choose for a percentage of your benefits (up to 100%) to be paid to a named Dependant in the event of you dying before your maturity date. Selecting Dependant's Benefits ensures that the percentage of income continues until the maturity date (or, if sooner, the Dependant's death or a dependant child reaching age 23) and if surviving to the maturity date, the Dependant will receive the percentage of the Guaranteed Maturity Amount, in accordance with applicable legislation.
- 4.26 If you choose less than 100% Dependant's Benefits, the income and Guaranteed Maturity Amount will be reduced to the selected percentage. For example if you choose 50%, your Dependant will receive half of the income that was payable to you and half of the Guaranteed Maturity Amount as long as they survive the term.
- 4.27 The named Dependant cannot be changed during the term of your Plan.
- 4.28 A Dependant can be your husband, wife, civil partner, child under the age of 23 or any person who is Dependant on you at the date of death either financially or because of physical or medical impairment, or a person that had a financial relationship of mutual dependence with you.

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- 4.29 Dependant's Benefits can be selected with either Value Protection or Guaranteed Period if desired. The Value Protection or the Guaranteed Period lump sum shall only be payable to the Beneficiaries if both you and your Dependant die within the term.

Lifetime Allowance

- 4.30 The Lifetime Allowance is the limit on the total benefits you can receive from all your pension plans without incurring an additional tax charge. If the total value of your benefits exceeds your Lifetime Allowance, there is a Lifetime Allowance Charge.
- 4.31 Your benefits are tested against the Lifetime Allowance when you take a Pension Commencement Lump Sum or commence a Drawdown Pension. Your benefits are also tested against the Lifetime Allowance at age 75, on purchase of a Lifetime Annuity or on transfer to a Qualifying Recognised Overseas Pension Scheme.
- 4.32 If the term of your Plan includes your 75th birthday and your Lifetime Allowance is exceeded at this time, your income or Guaranteed Maturity Amount will be reduced to pay the Lifetime Allowance Charge.
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Section 5: Transferring the value of your Plan

- 5.1 In normal circumstances you will not be able to transfer your benefits out of the Plan during the term. In limited circumstances, the Freedom Clause will allow a transfer to be offered if you qualify for enhanced terms on a Lifetime Annuity.
- 5.2 Enhanced terms refers to your entitlement to better terms on a Lifetime Annuity based on your health or your Dependant's health or death, if you have selected Dependant's benefits.
- 5.3 If you have chosen Value Protection at 100% for your Plan or have chosen 100% Dependant's Benefits for your Plan, MetLife will pay the transfer value on the basis of your signed declaration stating the reason for the transfer.
- 5.4 If you do not have 100% Value Protection or 100% Dependant's Benefits we reserve the right to seek medical and other evidence. Any costs associated from this may be deducted from your transfer value. The value of your transfer will be calculated using current market conditions, principally interest rates, Lifetime Annuity mortality rates, and your life expectancy at that time. Reasonable deductions will be made for administrative costs and the cost of seeking medical evidence where applicable.
- 5.5 The Lifetime Annuity purchase or transfer will take effect when we receive a discharge from you and an acceptance from the receiving scheme.
- 5.6 At the end of your term, you will be able to reinvest your Guaranteed Maturity Amount in another pension income product to provide a Lifetime Annuity or Drawdown Pension. If the product is still available and you are eligible you could also select another term under the Plan. If you do not provide instructions, we will place your money in a cash account which will not attract any interest or charges. We will hold money on this cash account in accordance with applicable legislation.
- 5.7 Your income and Guaranteed Maturity Amount would also reduce in the future if we receive an earmarking or pension sharing order on divorce. If this occurs, we will apply reasonable deductions to your Plan to take account of the administrative cost involved.

Section 6: Deductions from your Plan

- 6.1 There are no charges which MetLife deduct from your transfer payments. Our costs are included in the rate offered and they are provided for in the calculation of your benefits.
- 6.2 Commission due to your financial adviser and agreed with you is deducted from your contributions and specified in your illustration. MetLife may choose to pay additional commission to your financial adviser, but this will not be deducted from your contributions.
- 6.3 When any amount is payable from the Scheme to or in respect of you we may deduct any tax or other charge which arises in respect of that payment.
- 6.4 If we permit you to transfer out of your Plan, we may make deductions to cover our reasonable expenses.

Section 7: Indemnity

- 7.1 Where you act or fail to act in respect of your Plan in such a way that is prohibited by the Act or in any way which would cause an Unauthorised Payment to be made in respect of the Plan, or where we make an error in the administration of your Plan we shall, without your consent, take such steps as we consider appropriate to correct the act, omission or error. In this regard you shall fully indemnify the Trustee, Scheme Administrator and MetLife in respect of all loss, claims, costs, charges, penalties, awards or other liabilities incurred other than due to our error.
- 7.2 MetLife, the Trustee and the Scheme Administrator shall not incur any liability arising out of:
 - 7.2.1 any loss incurred by a professional adviser; or
 - 7.2.2 any tax charge imposed on you or another Beneficiary in respect of your rights under the Plan.

Section 8: Data protection

- 8.1 MetLife, the Trustee and the Scheme Administrator will process your personal data and information in accordance with the Data Protection Act 1998.
- 8.2 The personal information supplied by you in respect of your Plan may be used for the following purposes:
 - 8.2.1 the administration of your Plan and the Scheme by MetLife, the Trustee and the Scheme Administrator;
 - 8.2.2 any third party to whom MetLife, the Trustee or the Scheme Administrator has delegated obligations arising in connection with the Scheme; and
 - 8.2.3 for business analysis purposes (both within MetLife, the Trustee and the Scheme Administrator and (to the extent necessary) any other organisation within the same corporate group).
- 8.3 You authorise MetLife, the Trustee and the Scheme Administrator to pass your personal information to:

8.3.1 any professional financial adviser(s) that you have appointed in respect of these Member Terms and Conditions; and

8.3.2 any necessary third party in connection with administering your Plan (including MetLife's, the Trustee's and the Scheme Administrator's professional advisers).

For the avoidance of doubt you consent to the transfer of your personal information to a country or territory outside the European Economic Area.

8.4 You consent to MetLife, the Trustee and the Scheme Administrator obtaining any pensions or related details which it requires for the administration of the Plan. This might include us contacting any financial, investment or other adviser, scheme practitioner, administrator, trustee, insurance company or any other pension provider of any scheme, arrangement or contract of which you have any benefit entitlement. You also authorise the holders of this information to supply it to MetLife, the Trustee and the Scheme Administrator on request.

8.5 You consent to MetLife, the Trustee and the Scheme Administrator providing any relevant information related to your rights under the Plan to your professional financial or investment advisers, pension scheme trustees, administrators, practitioners, insurers or pension providers when we consider it appropriate to do so for the purposes of administering the Plan.

8.6 You understand that, if necessary, MetLife, the Trustee and the Scheme Administrator will pass your details on to such regulatory authorities or other third parties, as may be required.

8.7 If any transfer from your Plan is a Block Transfer, you consent to your details being stored on the records of other transferring Member(s). You understand that this information would be held solely for the purposes of calculating the pension and lump sum entitlement of the other Member(s) and that no information regarding your benefits will be disclosed to any such Member. Similarly, you consent to the details of any such person being stored on your records for the purposes of calculating your pension and lump sum entitlements.

8.8 Any documents in MetLife's, the Trustee's or Scheme Administrator's possession in relation to:

8.8.1 any monies received or owing to the Plan;

8.8.2 any investments or assets;

8.8.3 any payments made by the Plan;

8.8.4 any contracts to purchase a Lifetime Annuity; and/or

8.8.5 the administration of the Plan;

will be retained for a period of at least the Tax Year to which they relate and the next six Tax Years thereafter and in any event will be retained for as long as required for the effective administration of your Plan and/or the payment of any benefits thereunder.

8.9 MetLife, the Trustee and the Scheme Administrator undertake not to disclose any confidential information (including personal data) about you coming into their possession during the lifetime of your Plan except that they may disclose such information:

8.9.1 to your adviser;

8.9.2 to any third party expressly authorised by you;

8.9.3 where required to do so by law or by a regulator; and/or

8.9.4 in accordance with section 8.3 above.

Section 9: Notices and contact details

9.1 Unless we agree otherwise in writing, any instruction, notice or other communication to MetLife, the Trustee or Scheme Administrator under these Member Terms and Conditions shall be in writing and signed by each relevant party and sent to the following address:

141 Castle Street, Salisbury, SP1 3TB,
Fax: 0845 609 0091

9.2 When we write to you we will send correspondence to the last address you notified to us. You must notify us promptly if you change address.

Section 10: Variation

10.1 MetLife reserves the right to waive any limit, restriction or condition set out in these Terms and Conditions, other than those which reflect requirements of legislation. Any waiver may be subject to such conditions as MetLife may decide.

10.2 We may vary these Member Terms and Conditions as we reasonably consider appropriate in the circumstances if:

10.2.1 there are any obvious errors or omissions affecting your Plan;

10.2.2 there is a request from any regulatory authority to do so;

10.2.3 the conditions for the tax privileges granted to the Scheme or your Plan change;

10.2.4 there is a change in the law, regulation or taxation affecting MetLife, the Trustee or the Scheme Administrator, the Scheme or your Plan (including a change in the interpretation or application thereof); and/or

10.2.5 any other circumstances beyond our control arise which, in our reasonable opinion, make it impossible or impracticable to carry out any of the Member Terms and Conditions.

10.3 Whenever practicable, we will give you not less than 30 days' written notice of any variation in these Terms and Conditions.

10.4 The Trust Deed and Rules and the operation of the Plan may be varied by MetLife from time to time. Changes to the Trust Deed and Rules may necessitate changes to these Member Terms and Conditions and while MetLife will endeavour to provide you with prior written notice of any such change it reserves the right to effect such changes without such prior notice, provided that if such changes will have a material affect on your benefits under the Plan MetLife will give you 30 days' prior written notice of such change. Where there is any conflict between the terms of the Trust Deed and Rules and these Member Terms and Conditions the provisions of the Trust Deed and Rules will prevail and these Member Terms and Conditions will be deemed amended to the extent necessary to give effect to the provisions of the Trust Deed and Rules.

Section 11: Cancellation

- 11.1 You have 30 days from receipt of your cancellation notice to cancel your application/Plan.
- 11.2 If you exercise your right to cancel following our receipt of your application form, you must return any income and/or PCLS payments made under this Plan to MetLife. The funds which have been transferred from another Registered Pension Scheme or Recognised Overseas Pension Scheme, will be repaid to the transferring Registered Pension Scheme or Recognised Overseas Pension Scheme, provided the scheme agrees to accept the repayment. If the scheme is not willing to accept the funds back, you will need to transfer your funds to another scheme. The cancellation notice, which is issued on our receipt of your application form, operates to cancel your whole Plan.
- 11.3 MetLife may, at our discretion, issue you with an additional opportunity to change your mind in relation to one or more transfer payments. Any change of mind will only apply to that transfer and will not operate to cancel the Scheme membership and the remainder of the Plan.

Section 12: Termination

- 12.1 These Member Terms and Conditions will remain in full force and effect until terminated by:
- 12.1.1 you exercising your rights under the Freedom Clause and transferring all of your assets out of the Plan;
 - 12.1.2 the value of your Plan being distributed in its entirety to Beneficiaries following your death; or
 - 12.1.3 MetLife winding up or otherwise terminating your Plan.
- 12.2 Termination of the Member Terms and Conditions will not prejudice:
- 12.2.1 the completion of transactions already initiated;
 - 12.2.2 the completion of obligations intended to survive termination of the Member Terms and Conditions;
 - 12.2.3 the undertaking of transactions necessary to terminate your Plan; and
 - 12.2.4 the production by MetLife, the Trustee or the Scheme Administrator of any statements and/or documents that they are required to produce in such circumstances.
- 12.3 On termination you may be liable for any liabilities which have accrued and remain outstanding immediately prior to termination of the Member Terms and Conditions.

Section 13: Miscellaneous

- 13.1 If MetLife or the Scheme Administrator pays benefits which are not properly due, for whatever reason, we will arrange to change the amount paid to you and claim back any money that was mistakenly paid out. The relevant amount will be repayable to MetLife or the Scheme Administrator.
- 13.2 MetLife, the Trustee and the Scheme Administrator will not be deemed to be in breach of these Member Terms and Conditions or otherwise liable to you (or to any third party) for any failure or delay in performing obligations under these Member Terms and Conditions due to a Force Majeure Event, provided always that MetLife, the Trustee or the Scheme Administrator (as appropriate) uses its reasonable endeavours to:
- 13.2.1 bring the Force Majeure Event to an end; and
 - 13.2.2 (whilst the Force Majeure Event is continuing) mitigate the impact of the Force Majeure Event.
- 13.3 If at any time any provision of these Member Terms and Conditions (or any rights and/or obligations thereunder) is:
- 13.3.1 found by any court, tribunal or administrative or regulatory body of competent jurisdiction to be in part illegal, invalid or unenforceable in any respect; and/or
 - 13.3.2 in conflict with the Act (or any other applicable law or regulation);
- then that provision shall be deemed removed from these Member Terms and Conditions provided that such removal will not affect any other provisions of these Member Terms and Conditions which will remain in full force and effect.
- 13.4 You agree with MetLife that no provision of these Member Terms and Conditions will be enforceable by any party (other than you, your Beneficiaries, MetLife, the Trustee and the Scheme Administrator) by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not affect a Beneficiary's right to receive death benefits under your Plan.
- 13.5 Subject to the provisions of this section 13.5 and section 13.6 below, unless explicitly stated otherwise in relation to any specific provision, MetLife, the Trustee and the Scheme Administrator shall not have any liability under these Member Terms and Conditions for any loss, claims, costs, charges, penalties, awards or other liabilities incurred except where such liability results from MetLife's, Trustee's or the Scheme Administrator's:
- 13.5.1 breach of trust, knowingly and intentionally committed; and/or
 - 13.5.2 negligent acts and/or omissions; and/or
 - 13.5.3 regulatory breaches;
- provided always that such liability will only be in respect of direct liability and MetLife, the Trustee and the Scheme Administrator shall not have any liability to any party for any indirect or consequential liability whatsoever.
- 13.6 Without prejudice to the generality of the above paragraph, MetLife, the Trustee or the Scheme Administrator, as appropriate, shall be responsible for any direct liability arising from the acts or omissions of any third party appointed by MetLife, the Trustee or the Scheme Administrator in respect of your Plan other than upon your instructions to the extent that such liability applies to you, your Plan or to the Scheme generally. MetLife's, the Trustee's and the Scheme Administrator's liability under these Member Terms and Conditions shall in any event be limited to the value of the Plan in respect of which the relevant liability has arisen.

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- 13.7 Your Plan is issued on the basis that the details given in your application form together with any other written statements required by MetLife or made by (or on behalf of) your transferring pension provider(s), you or your Dependant's are and continue to be true, accurate and complete.
- 13.8 You must advise MetLife immediately if there are any relevant changes to your personal circumstances. If you are in doubt as to whether a change is relevant, please contact MetLife at the address in section 9 above.
- 13.9 Your Plan may not be assigned, mortgaged or charged in any way by you except where it is subject to a Pension Sharing Order under the Welfare Reform and Pensions Act 1999.
- 13.10 These Member Terms and Conditions are subject to and are to be construed in accordance with the laws of England and Wales and you, MetLife, the Trustee and the Scheme Administrator each irrevocably agree:
- 13.10.1 that the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Member Terms and Conditions; and
- 13.10.2 to submit to the jurisdiction of such courts and to waive any objections to any proceedings in any such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
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Section 14: Definitions

The following words in these Member Terms and Conditions shall have the following meanings:

Act

means the Finance Act 2004, as amended from time to time and any secondary legislation or regulations issued thereunder;

Beneficiary

means any person who has an actual or prospective entitlement to any benefit under your Plan (including any part of a pension and any payment by way of pension);

Block Transfer

means in respect of any individual, the transfer in a single transaction of all the sums and assets held under the pension scheme from which the transfer is made, which relate to the individual in question and at least one other member of that scheme, where before the transfer either the individual was not a member of the scheme to which the transfer is made or has been a member of that scheme for no longer than 12 months (or such longer period as is permitted under the Act);

Capped Drawdown Pension

means a Drawdown Pension where HMRC sets the maximum level of income that can be taken each year;

Dependant

means your husband, wife, civil partner, child under the age of 23 or any person who is dependant on you at the date of death either financially or because of physical or medical impairment, or a person that had a financial relationship of mutual dependence with you;

Drawdown Pension

means a pension whereby the pension fund remains invested and the individual takes an income from it as needed, rather than purchasing a Lifetime Annuity. The Scheme provides Drawdown Pension;

Force Majeure Event

means any act, event, omission or accident beyond the reasonable control of MetLife or the Trustee including, without limitation, acts of God, war or national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, fire, explosion, flood, storm or epidemic;

Guaranteed Illustration Period

means the period of 30 days for which your illustration and the rates therein are guaranteed. If 50% or more of your intended investment is received within the initial 30 day period your Guaranteed Illustration Period will be extended to 10 weeks from the date of receipt of your application form;

Guaranteed Maturity Amount

means the lump sum you will receive at the end of the term of your Plan which you can invest in another retirement product;

HMRC

means HM Revenue and Customs;

Lifetime Allowance

means the limit on the total benefits you can receive from all Registered Pension Schemes without incurring an additional tax charge. If the total value of your benefits exceeds the Lifetime Allowance, there is a Lifetime Allowance Charge;

Lifetime Allowance Charge

means the tax charge that is made if the Lifetime Allowance is exceeded;

Lifetime Annuity

means a product issued by insurance companies or friendly societies that converts a pension fund into a pension income for life;

Member

means a participant in the Scheme through a Plan;

Open Market Option

means an option given to an individual which allows them to use their pension fund to purchase a Lifetime Annuity from an insurance company of their choice rather than from the company where the pension fund is held;

Pension Commencement Lump Sum (PCLS)

means the optional payment that you can choose to take when you are first able to take a pension income from your pension fund or part of a fund. It is usually 25% of the fund from which the income can be taken;

Pension Credit

means any pension rights given to a former spouse or civil partner under a Pension Sharing Order;

Pension Sharing Order

means an order made in accordance with the Welfare Reform and Pensions Act 1999 that allows pension rights to be split on divorce;

Plan

means the MetLife Freedom Income Plan which is provided under the MetLife Personal Pension Scheme;

Policy

means the policy (or policies) of insurance issued in your name by MetLife in which your MetLife Freedom Income Plan is invested;

Qualifying Recognised Overseas Pension Scheme

means a Recognised Overseas Pension Scheme that meets the conditions set out in section 169 of the Act;

Recognised Overseas Pension Scheme

means an overseas pension scheme that meets the conditions set out in section 150 of the Act;

Registered Pension Scheme

means a scheme which is registered as such with HMRC under Part 4 of the Act or which is treated as having been registered as such by virtue of Part 1 of Schedule 36 to the Act;

Scheme

means the MetLife Personal Pension Scheme;

Scheme Administrator

means MetLife Pension Trustees Limited (MPTL) or such other person as is appointed Scheme Administrator under section 270 of the Act;

Scheme Provider

means MetLife;

Tax Year

means the year used for tax purposes and running from 6 April in one calendar year to 5 April the following year;

Trust Deed and Rules

means the legal document which establishes and governs the Scheme and sets out how benefits are calculated and paid;

Trustee

means MetLife Pension Trustees Limited, or such other trustee(s) as is appointed from time to time; and

Unauthorised Payment

means a payment by a Registered Pension Scheme to or in respect of a Member of the Scheme that is neither an authorised payment (as defined in sections 164 and 175 of the Act) nor anything which is otherwise prescribed by HMRC as an authorised payment.



Want to find out more?

Talk to your Independent Financial Adviser or call us on **0845 370 6040**.

You can also visit us at www.metlife.co.uk for more information