

# The Transfer Pension Portfolio

## Application Form

You should consult your Financial Adviser when completing this form and for more information on the statements within it.

**Part A** – should be completed by the member of the scheme or holder of the Section 32 contract or other type of deferred annuity contract from which the transfer payment is to be made. If you wish to establish a personal fund (i.e. a self-invested fund) you should also complete the personal fund details in Section 3.

**Part B** – should be completed by the trustees of the transferring scheme (or the administrator if there are no trustees) or the insurer who issued the Section 32 or other type of deferred annuity contract from which the transfer payment is to be made.

**Part C** – should be completed by the Financial Adviser

### Important Notes:

- The information in this form, which we have asked you for is based on our current understanding of the law governing registered pension schemes. We may need to ask you for more information in the future, to comply with the law.
- The main aim of the Transfer Pension Portfolio is for you to protect any existing rights to a tax-free cash lump sum in excess of 25% and/or entitlement to a protected pension age as at 5 April 2006 in your own policy, which gives you control of the investment of your pension fund. This can only be done if certain conditions are met when a transfer is made to a Section 32 contract. Protection is normally maintained where:
  - An occupational pension scheme is winding-up and the whole of the fund representing your benefits is being transferred
  - or
  - You wish to transfer from an existing Section 32 or other type of deferred annuity contract.
- If you want advice on whether to transfer, including the possible tax consequences, you should consult your Financial Adviser.
- The Transfer Pension Portfolio does not accept the transfer of any Guaranteed Minimum Pension (GMP) benefits.

**Please remember that it is a serious offence to make false statements in connection with your application and that the penalties for this are severe and could lead to prosecution.**

Note: Sanlam and Sanlam Investments and Pensions are trading names of Sanlam Life & Pensions UK Limited (SLP) and Sanlam Financial Services UK Limited (SFS).

- SLP is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.
- SFS is authorised and regulated by the Financial Conduct Authority.

Both the FCA and the PRA are referred to as the Regulator throughout this document.

# Part A To be completed by the applicant

## Section 1. Applicant's details

If you have received a personal illustration relating to this application, please enter the number shown at the bottom of that illustration:

Title (Mr/Mrs/Miss/Ms/other)

Surname

Forename(s) (in full)

National Insurance number

Date of birth

Country of birth

Permanent Residential Address

Telephone

Postcode

Email address

### Marital status

Single

Married/civil partnership

Separated

Living with partner

Divorced/dissolved civil partnership

Widowed/surviving civil partner

### Your spouse/civil partner:

Full name

Date of birth

I confirm that I am able to access the internet and agree to view/download copies of the product literature (including the Terms and Conditions) from the Sanlam website ([www.sanlam.co.uk](http://www.sanlam.co.uk)).

If this is not the case I indicate so by marking this box and request that copies be sent to me.

What is your chosen pension age? (This must be at least age 55 unless you have a protected pension age).

## Section 2. Transfer payment details

Full name of the current provider	<input type="text"/>	
Full name of pension scheme where known	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	Postcode <input type="text"/>
Contact name	<input type="text"/>	
Existing plan number	<input type="text"/>	

Approximate fund value to be paid to Sanlam Investments and Pensions	£	<input type="text"/>
Does this represent the full value of the pension plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have any of the benefits come into payment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have any contributions been paid to this plan since 5 April 2006?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the transfer coming from an: Occupational Pension Scheme that is winding-up?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Existing Section 32 or other type of deferred annuity contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does this transfer meet the block transfer conditions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**For more information on the appropriate block transfer conditions please contact your Financial Adviser.**

Have you been granted protection from the lifetime allowance charge by HM Revenue & Customs (HMRC)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If yes, please send us a copy of your certificate if you have one. If no certificate has been issued, please state the HMRC reference number:

**Notes:**

It is unlikely you will lose protection from the lifetime allowance charge, unless this transfer is not a permitted transfer. Please refer to our factsheet 'Pension Scheme Allowances & Tax Charges' for more information on the protection regimes available.

You may lose:

- (a) protected tax-free cash lump sum rights as at 5 April 2006 of greater than 25% of the fund unless the transfer meets certain conditions;
- (b) entitlement to take your benefits from an age earlier than 55, unless the transfer meets certain conditions.

**More information can be found in your Key Features document, but if you would like further information you should consult the trustees or administrator of the transferring scheme or your Financial Adviser.**

All other information we need about the transfer will be obtained from the transferring scheme.

By signing the Declaration in section 7c, you are authorising and consenting to the transfer and consenting to Sanlam Investments and Pensions obtaining such information as they may require in connection with the transfer.

**Assets to be transferred**

Will the transfer payment be comprised entirely of cash?

Yes  No

**Please note, if you select the Model Portfolio Service or the Pinnacle Range of funds in Section 3, we will only accept a transfer payment comprised of cash.**

**Where the transfer includes assets other than cash, please call us on 0117 975 2388 to discuss the transfer.**

Is a commercial property, or an interest in a commercial property, to be transferred?

Yes  No

**If yes, please call us on 0117 975 2388. We will send you a Commercial Property Application Form.**

**Section 3. Investment options**

**Please advise how you wish us to invest your funds.**

If you wish to invest all or part of your fund via a third party platform provider, please contact us for a supplementary application form and only complete this section for that part of your fund not being invested via a third party platform provider.

**Model Portfolio Service**

If you tick this box, go straight to Section 3b as the rest of this section will not apply to you as 100% of your Transfer Pension Portfolio will be subject to this service. It can not apply to a part of a Transfer Pension Portfolio.

If you tick any of the following boxes, you must then go to Section 3a below and complete the relevant questions.

Pinnacle Range only  Personal Fund only  Both Pinnacle Range and Personal Fund

**Section 3a: Pinnacle Range and Personal Fund**

Amount to be invested

Pinnacle Range  % or £   
Personal Fund  % or £

(The total must add up to 100%)

**1. Pinnacle Range of funds**

If all or part of your fund is to be invested in Sanlam Investments and Pensions' Pinnacle Range of funds, please complete details below. Details of the funds available are on our website [www.sanlam.co.uk](http://www.sanlam.co.uk).

Your choice of Pinnacle Range of Funds (maximum 10) to be invested

Percentage of amount

<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %

Total (must add up to 100%)

 %

Do you want us to accept investment instructions from anyone other than yourself?

Yes  No

If yes, please regard this as my authority for you to act on investment instructions received from:

The Financial Adviser detailed in Section 10 of this application form

or

Another party (please provide details)

Name

Address

Telephone

Postcode

Email

This arrangement will remain in place until I advise you in writing to the contrary.

## 2. Personal Fund

The fund is to be called

the  fund (the fund)

**Note:** The preferred naming convention is the investor(s) name.

### 2.1 Investment Management

Is the investment only to be in commercial property and cash?

Yes  No

**If yes, and there is a property you wish us to consider purchasing as an asset of the fund, please complete and return a Commercial Property Application Form together with this form. If you do not have one, please contact us on 0117 975 2388.**

Is the investment to be managed by an authorised Investment Manager?

Yes  No

**If yes, please attach a signed copy of the application/agreement between yourself and the authorised investment manager detailing how your assets will be managed. Please also complete Question 2.2.**

Will you be acting as your own Investment Manager?

Yes  No

**If yes, please complete a Sanlam Investments and Pensions' Investment Management Agreement which should be returned with this application form, and provide the information requested below:**

If you have appointed a stockbroker please provide contact details below so that we can send them settlement instructions.

Name

Address

Telephone

Postcode

Email

**If you do not have a stockbroker, please contact our Investment Administration Department on 0117 975 2350 for further information.**

If you are acting as your **own investment manager**, please add details of any collectives to be purchased for the Personal Fund, complete the cash box below and read the Notes:

Fund Name	Amount (£)	SEDOL/ISIN
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Amount to be retained as cash (see Notes below)

**Notes:**

- Assets (including collectives) will only be purchased once we have received all anticipated monies in the fund
- All assets must be approved by Sanlam Investments and Pensions prior to purchase, and must be acceptable to us in accordance with HMRC requirements and the Regulator’s permitted links rules
- It will be your responsibility to purchase and sell any assets (other than collectives) for the fund and to adhere to the settlement instructions and process
- It will be your responsibility to ensure that, at all times, there is sufficient cash in the fund to meet all costs associated with the assets held and ongoing charges. In the event that the fund has a negative cash balance, interest will be charged thereon and assets may be required to be sold in order to eliminate the negative balance
- Any equities must be purchased by the investment manager and settled by Sanlam Investments and Pensions (Please refer to the Investment Management Agreement for further instructions).

**2.2 Name of authorised investment manager**

	<input style="width: 100%;" type="text"/>	
Firm reference number	<input style="width: 100%;" type="text"/>	
Contact name	<input style="width: 100%;" type="text"/>	
Address	<input style="width: 100%;" type="text"/>	
	<input style="width: 100%;" type="text"/>	
	<input style="width: 60%;" type="text"/>	Postcode <input style="width: 30%;" type="text"/>
Telephone	<input style="width: 100%;" type="text"/>	
Email	<input style="width: 100%;" type="text"/>	

We will use our own custodian unless we have entered into a separate investment management agreement that includes the necessary custody arrangements. Please phone us for our Listed Discretionary Investment Managers Document which gives details of the Discretionary Investment Managers with whom we have agreements in place, or visit our website [www.sanlam.co.uk](http://www.sanlam.co.uk). Where no such agreement is in place, we will require your investment manager to complete our Investment Management Agreement. Please ask your Financial Adviser for the appropriate form.

## Schedule 1. Investment Manager's remuneration

**(Do not complete if you are acting as your own investment manager.)**

The charges/fees for managing the fund in accordance with this agreement are:

£

**The investment manager's fees and charges will be paid:**

(Tick one box)

by deducting the amounts from the liquid assets of the fund  
(but, if not sufficient liquid assets, from the other assets of the fund)

or

by the Investor(s) directly

The basis for the investment manager's charges/fees should be set out above, including whether commissions on investment transactions should be retained. This may be by reference to a published scale of charges.

## Risk Deed

**(This is a legally binding document. Please read it carefully and, if you are unsure about its effect, consult your legal adviser before signing.)**

**I acknowledge and agree that:**

1. The fund, as referred to at the beginning of Question 2 in this section, will be set up at my request for my benefit and is to be invested in those asset types I have requested, in accordance with my stated investment objectives.
2. The fund may be exposed to higher volatility and/or risk than other funds of Sanlam Life & Pensions UK Limited (the Company), because of a smaller spread of investments and/or greater risks inherent in the actual investments selected.
3. If the assets of the fund prove difficult to sell, benefit payments or fund switches may be delayed.
4. If at any time, the fund has insufficient cash to cover the charges, the Company reserve the right to sell assets of the fund to meet these and future charges. The Company also reserve the right to close the fund if the total asset value of the fund is insufficient to meet all charges payable, in which case I will be billed directly for payment.
5. The Company has not at any time advised me to open the fund or advised either me or the investment manager (where one has been appointed) as to the acquisition or disposal of assets, and that the Company shall not, at any time, be responsible for any advice given by the investment manager, or any other investment manager appointed by the Company at my request in relation to the management of investments comprising the fund, whether the investment manager has been appointed by me to act on a discretionary basis or to act on my instructions.
6. Any guidelines, statements or decisions of the Company in relation to whether or not a particular investment may, or may not be entered into, in no way modifies the above and is made solely for the purposes of avoiding or reducing the Company's exposure to risk or to comply with statutory or regulatory requirements.
7. The Company may decline to act on any instruction or communication if it reasonably believes that to do so would give rise to a breach of law or HMRC practice.

In recognition of the Company agreeing to establish the fund and where appropriate giving effect to my request to appoint the investment manager to undertake the investment management of the fund:

**I, the undersigned, irrevocably promise:**

- A. To waive all rights I, or any person or persons claiming rights under any policy, the value of which is determined in relation to the fund, may have at any time or times against the Company in respect of the Company's duties or liabilities (other than those arising under the Financial Services and Markets Act 2000, as amended, and the Regulator's Handbook of Rules and Guidance or in circumstances where the Company has acted in an unreasonable manner), whether in tort, contract or otherwise, in respect of anything done or omitted to be done (whether in accordance with the investment objectives and risk profile of the fund, or not) by the investment manager or any other investment manager from time to time appointed by the Company at my request, in relation to the management of the investments comprising the fund which is an asset, underlying asset or potential asset of the fund. For the avoidance of doubt reference to the investment manager shall include any director, officer, partner, employee or agent of the investment manager.

- B. To accept liability for any losses, disadvantages, claims, demands, costs, expenses, actions and tax charges or tax consequences or other such charges (referred to as the 'Investment Losses') that may be suffered by me personally or by my Transfer Pension Portfolio as a result of making the investment. I agree that the Company will not be liable for such Investment Losses save where they result from the negligence or wilful misconduct by the Company. I agree that if the Company suffer or incur any Investment Losses, they will be entitled to obtain full recovery from my Transfer Pension Portfolio. Furthermore, I accept that if there is insufficient or no pension fund available, then the Company will be reimbursed by me personally for any Investment Losses.
- C. The policyholder acknowledges, and if the Transfer Pension Portfolio policy is to be held under trust, the trustees of that trust ('the trustees of the personal trust') acknowledge, that the trustees and/or administrator of the transferring scheme waive all rights which they may have at any time or times against the Company as specified in A and the policyholder also acknowledges that where the policy is held under trust the trustees of the personal trust have waived all rights which they may have at any time or times against the Company as specified in A.
- D. The policyholder and the trustees of the personal trust agree to waive all rights in tort, contract or otherwise which they may have against the trustees or administrator of the scheme in connection with the matters which are the subject of this deed.

**Signed as a deed by the policyholder named in Section 1.**

Signature  Date

Signature of witness

Signed as a deed by the trustees to whom the Transfer Pension Portfolio policy has been, or is to be issued or assigned. (All the trustees must sign).

Signature  Date

Signature of witness

Signature  Date

Signature of witness

Signature  Date

Signature of witness

Signature  Date

Signature of witness



### Section 3b: Model Portfolio Service

If you have ticked the Model Portfolio Service box in Section 3, you must also complete this Section.

Model Portfolio Name

Appointed Portfolio Manager:

Please note 100% of your funds will be invested in the Model Portfolio. You may not request that the Model Portfolio Service should apply to only a part of your investment.

#### Your Declaration regarding the Model Portfolio Service:

I declare that:

- my Financial Adviser as identified in this application form, has recommended to me that my Transfer Pension Portfolio be invested in the above Model Portfolio and the above Portfolio Manager has been appointed to manage the Model Portfolio on my behalf on a discretionary basis;
- I accept such recommendation and such appointment;
- I authorise you to act on notice from my Financial Adviser to switch from one Model Portfolio to another Model Portfolio that may apply to me from time to time;
- I accept that as long as the Model Portfolio Service applies to my Transfer Pension Portfolio all investment decisions and instructions regarding the funds or other assets that may be allocated to my Transfer Pension Portfolio such as the type, range or diversification of funds/assets and the appropriate proportions of such funds/assets will be made and issued exclusively by the above Portfolio Manager.
- I accept that as long as the Model Portfolio Service applies to my Transfer Pension Portfolio, I will not be allowed to instruct you to switch between funds/assets in accordance with the Transfer Pension Portfolio Terms and Conditions, nor may I choose alternative funds/assets to be allocated to my Transfer Pension Portfolio.

### Section 4. Drawdown pension

Complete this section only if you want to take flexi-access drawdown immediately. Flexi-access drawdown allows you to take unlimited income from your fund, which is taxed as pension income. Once you start to take income from your flexi-access drawdown fund, you will be subject to the Money Purchase Annual Allowance. This means that any pension contributions paid by you or on your behalf to a Money Purchase (Defined Contribution) scheme are limited to £4,000 pa. Any contributions over this amount will be subject to a tax charge.

Please tell us how you would like your flexi-access drawdown fund to be paid

- All of my fund as a one off payment   
We will pay your maximum PCLS tax free, and the balance will be taxed as pension income.
- Maximum PCLS with nil income   
We will pay your maximum PCLS tax free. Any income you take in future will be taxed as pension income.
- Maximum PCLS with regular gross income of £  per year   
We will pay your maximum PCLS tax free.  
Your regular income will continue to be paid until your fund runs out. Additional one off payments can be made on request.

**There must be sufficient easily realisable assets in your fund to provide the amounts requested**

**Note:** The account should be a personal account either in the applicant's own name or where the applicant is named on a joint account.

#### Regular income payment details

Payments to be made

monthly  quarterly  half-yearly  yearly

Your drawdown pension income will be paid on the 6th, 14th, 21st or 28th of the month by BACS. Sanlam reserves the right to levy an additional charge if a non-BACS payment is used eg a cheque.

### Name of Account holder to which benefits are to be paid

Name of bank/building society	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Sort code	<input type="text"/>	Account number	<input type="text"/>

Your building society's own bank details: with some building society accounts, we are required to credit the society's own bank account and they then credit your personal account. Please check with your building society to see whether this is necessary. If it is, then please ask them to supply the following information:

Building society name	<input type="text"/>		
Sort code	<input type="text"/>	Account/roll number	<input type="text"/>

**Note:** We will require evidence of age (original or certified copy of birth certificate, current passport or photo driving licence) before we can pay any benefits to you.

If you have chosen the Model Portfolio Service we will take your Flexi-Access Drawdown income and/or any PCLS proportionately across all the funds in which your Transfer Pension Portfolio is invested. This will also be the case for any other investment option you have chosen, unless you advise us otherwise.

If you have a self-invested fund with investments which may or may not include the Pinnacle Range of funds, the investment manager of the self-invested fund must ensure that there is sufficient cash in the fund to meet any drawdown pension income payments, as and when they arise.

### Lifetime Allowance Information

**The Lifetime Allowance is the maximum amount of pension and/or lump sum that you can receive from your registered pension scheme that benefit from tax relief. Please refer to our factsheet entitled 'Pension Scheme Allowances & Tax Charges' for more information on the protection regimes. If you are receiving pension income that started to be paid before 6 April 2006 please refer to our factsheet entitled 'Lifetime Allowance Information'.**

**Do not complete this section if you have been granted protection from the Lifetime Allowance charge and intend to rely on that protection. Instead, please let us know and send us a copy of the relevant certificate.**

Before taking benefits from your Transfer Pension Portfolio, we are required to test the value of your fund against the Standard Lifetime Allowance (SLA). This is to check whether the total value of all your pension funds, including any from which you are already receiving benefits, and the funds from which you are about to start taking benefits, when added together, is more than the SLA. Any funds in excess of the SLA will be subject to a tax charge, known as the Lifetime Allowance charge.

If you feel that you may be liable to a Lifetime Allowance charge or you are unsure whether one will apply, please contact us on 0117 975 2388 and we will issue you with an additional form for completion, so that we may obtain sufficient information to assess whether or not a Lifetime Allowance charge is due. Alternatively, please contact your Financial Adviser.

The SLA is currently £1,030,000.

**I confirm that I have read the above and that the total value of all my pension funds, including any which are in payment and those from which I am about to start taking benefits, is less than the Standard Lifetime Allowance, as described above.**

## Section 5. Death benefits

The death benefits from your fund will normally be paid as a lump sum to either your legal personal representatives (i.e. your estate) or into a specified trust arrangement, if there is one in place. Where the lump sum death benefit is paid to your estate, it will form part of your estate for inheritance tax purposes.

If your Transfer Pension Portfolio is under trust then, subject to any HM Revenue & Customs' requirements, the death benefits payable will be dealt with by the trustees of that trust in accordance with the trust provisions, and will not normally form part of your estate. However, if you are in ill health at the time of setting up the trust and die within 2 years, the value may be added to your estate for inheritance tax purposes.

You may if you wish, nominate one or more of your beneficiaries, who may include your dependants, to receive payments from your fund as flexi-access drawdown. Such payments are normally free of inheritance tax. Please note the scheme administrator has discretion over the way in which benefits are paid, but will take any nominations for flexi-access drawdown into account in making their decision.

### You should speak to your Financial Adviser if you need help in completing this section.

If you wish the scheme administrator to consider paying the death benefits as flexi-access drawdown to a beneficiary, please provide their details below.

Surname	<input type="text"/>		
Forename(s) (in full)	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Date of birth	<input type="text"/>	Proportion of fund	<input type="text"/> %

### Charity lump sum death benefit

You may nominate a charity to whom your pension fund may be passed as a lump sum on your death. This can be paid only if you have started to take pension benefits, or you are aged 75 or over, at the time of your death, and have no dependants. Any charity lump sum death benefit will be paid tax free. Please contact us if you wish to nominate a charity.

### Tax

In the event of your death before age 75, all benefits will be paid free of tax.

On death on or after age 75, the benefits will be liable to tax. Details of the tax rates that apply are as set out in our factsheet "Pension Scheme Allowances & Tax Charges", available on our website or on request.

It is important to keep any nomination you make up to date so that it reflects your current circumstances. Please contact us or your Financial Adviser should you ever wish to change these details.

## Section 6. Adviser Fees instruction

This section needs to be completed if payment of Adviser Fees is to be facilitated from Transfer Pension Portfolio..

**Note: All Adviser Fees must be for advice given on pension products only; otherwise HMRC may deem these to be unauthorised payments.**

### Initial Adviser Fee

Payment of initial Adviser Fees will be facilitated from transfers and single contributions only. Please provide details below:

Amount   
or  
% of transfer value

### Ongoing Adviser Fee

Payment of ongoing Adviser Fees will be facilitated as a percentage of the fund value.

Please indicate the fee percentage agreed:

% per annum Payment frequency: Monthly  Quarterly

### Investor's Declaration and Authority to pay Adviser Fees

- I authorise Sanlam Investments and Pensions to pay the Adviser Fees detailed above from my Transfer Pension Portfolio to my Financial Adviser whose details are provided in this application form.
- **I confirm that:**
  - I have discussed with my Financial Adviser and understood the Adviser Fees that will be paid and the effect these will have on my Transfer Pension Portfolio;
  - I have received a key features document and illustration relating to this application.
- **I understand that:**
  - any ongoing Adviser Fee will be calculated as an annual percentage of the fund value at each calendar month end or calendar quarter end, divided according to the payment frequency selected;
  - if any further Adviser Fees are to be paid I will be required to authorise these before they are paid from my Transfer Pension Portfolio or any other product with Sanlam Investments and Pensions;
  - I may instruct Sanlam Investments and Pensions in writing to cease payment of Ongoing Adviser Fees at any time, provided they receive not less than 5 working days' notice before the payment is due;
- I acknowledge that it will be my responsibility to recover any payments made to my Financial Adviser before any instruction to cease payment takes effect.
- I understand that if I wish to vary the amount of Adviser Fees to be paid from my Transfer Pension Portfolio, I must give Sanlam Investments and Pensions prior written notice not less than 5 working days before any payment due date and any subsequent variations will only be allowed at the frequency permitted by Sanlam Investments and Pensions from time to time.
- I understand that it is my responsibility to pay Adviser Fees I have agreed with my Financial Adviser and this responsibility remains with me if I cancel or vary the instruction to facilitate payment of Adviser Fees from my Transfer Pension Portfolio.
- I understand that if I change my Financial Adviser, I must advise Sanlam Investments and Pensions in writing and that any Adviser Fees being paid to the Financial Adviser whose details are provided in this application will cease.

## Section 7. Declaration

### Section 7a: Data Protection

In the course of providing our products and services we will receive information from and about you. Sanlam Life & Pensions UK Limited and Sanlam Financial Services UK Limited are each regarded as a data controller within the meaning of the applicable data protection laws including, but not limited to, the General Data Protection Regulation (Regulation EU 2016/679) which means we are responsible for deciding how we hold and use your personal data. We summarise the key aspects of our privacy statement below however please see our Sanlam Privacy Statement which is available from us, your Adviser, your usual Sanlam contact and via our website [www.sanlam.co.uk](http://www.sanlam.co.uk).

If you would like a written copy please write to Data Protection, Sanlam, St Bartholomew's House, Lewins Mead, Bristol BS1 2NH, or you can also contact us by email at [clientservices@sanlam.co.uk](mailto:clientservices@sanlam.co.uk), or by telephone on 0117 975 2222, Monday to Friday between 9am to 5pm (excluding Bank Holidays).

It is important that you understand how we use your personal data before you decide to contract with us.

The Sanlam Privacy Statement explains how we will use your personal data, which will usually be:

- to perform the contract we have entered into with you;
- to comply with a legal obligation;
- where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- where we have obtained your explicit written consent to do so.

The Sanlam Privacy Statement also explains:

- the kind of personal data we may hold about you, including sensitive (or 'special') personal data such as health information, if applicable;
- how we may collect your personal data, including where we may receive it from third parties;
- when and why might we share your personal data with third parties including third party service providers, other Sanlam group companies and regulatory authorities;
- the conditions under which we transfer personal data outside the EEA to ensure the ongoing security of your personal data;
- how long we will retain your information for, or the criteria we apply to determine any retention periods; and
- your rights in connection with personal data, including your right to complain.

#### Confirmation

**By entering into this arrangement with you I acknowledge I have received and read the Sanlam Privacy Statement and if I provide personal data (including sensitive personal data) about someone else, I confirm I am authorised to do so.**

### Section 7b: Marketing Consent

We take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us.

However, from time to time we would like to send you market updates and investment news by post and/or email.

If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

**Post**       **Email**       **Both**

Please tick below if you would also like to receive our bi-annual client magazine "Wealthsmiths". Wealthsmiths includes market commentary, articles on current investment trends and topics we think you may find useful.

**"Wealthsmiths" Magazine (by post only)**

If you have consented to receive marketing updates and investment news above, please also let us know if you would like to receive similar communications from other Sanlam group companies, as listed in Section 16 of the Sanlam Privacy Statement:

You may withdraw your consent at any time by contacting [clientservices@sanlam.co.uk](mailto:clientservices@sanlam.co.uk).

If you need further information, please write to us at Client Services, St. Bartholomew's House, Lewins Mead, Bristol BS1 2NH.

## Section 7c: Client Money Arrangements

Money received by Sanlam Financial Services UK Limited (SFS) for your Transfer Pension Portfolio will be deposited no later than the next business day after receipt. It will be deposited with our bankers, currently Barclays Bank Plc and JP Morgan, in a designated client money account in SFS' name. Please note that you will not receive interest on money held by us prior to establishing your Transfer Pension Portfolio.

Please refer to the Transfer Pension Portfolio Key Features document for more detail..

## Section 7d: Declaration (Important, please read and sign)

**Note:** It is a serious offence to give false statements. The penalties are severe and could lead to prosecution. You must tell us all 'material' facts. These are facts which affect whether we can accept your application. You must tell us if any information changes before your account starts. If you don't, or you fail to tell us any other relevant information, it may make your account void or voidable.

### Your declaration to Sanlam Investments and Pensions

I declare that, to the best of my knowledge and belief, the statements made in Part A (whether in my handwriting or not) are correct and complete, and all of the declarations made in this application are correct.

I have received and been given the opportunity to read the current Transfer Pension Portfolio Terms and Conditions ("the Terms", available at [www.sanlam.co.uk](http://www.sanlam.co.uk)). I have been given the opportunity to have any questions concerning the Terms answered to my satisfaction, and I agree to the Terms.

I understand that this application shall form a legally binding agreement between Sanlam Investments and Pensions and myself.

I have read and understood the Risk Deed in Section 3 of this form, if applicable and request Sanlam Investments and Pensions to establish a Personal Fund in accordance with Section 3.

I have received, read and retained the key features document and illustration relating to this application and I have been given the opportunity to raise any questions I may have concerning their contents. I request Sanlam Investments and Pensions to issue a Transfer Pension Portfolio on such terms as they consider appropriate.

I request that Sanlam Investments and Pensions pay the benefits as requested in Section 4 only once the Transfer Pension Portfolio has been established for me, if requested.

I understand that the Transfer Pension Portfolio:

- cannot be surrendered, assigned or commuted except as provided for in the Terms, and
- is one policy.

I undertake to give Sanlam Investments and Pensions any other information which they may request in order to satisfy the requirements of HM Revenue & Customs or any other statutory requirements relating to Transfer Pension Portfolio.

Where I have agreed that Adviser Fees are to be facilitated from my Transfer Pension Portfolio, as set out in Section 6 of this application, I acknowledge and agree the Declaration and Authority stated in that section.

I confirm that I have read, understood and accept the terms relating to client money arrangements in Section 7b.

I understand that in the event that any act or omission by Sanlam Investments and Pensions is established it is possible to bring a claim against them.

If I have chosen the Model Portfolio Service as an investment option, I affirm each of the declarations made in respect of the Model Portfolio Service as stated in Section 3b.

I confirm that in applying for the Transfer Pension Portfolio, I am acting on my own initiative or on the advice of a regulated adviser, and not relying on advice from Sanlam Investments and Pensions or any of its representatives.

**Your declaration to the current provider**

I authorise and instruct you to transfer funds from the plan(s) as listed in this application directly to Sanlam Investments and Pensions. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the plan.

I authorise you to release all necessary information to Sanlam Investments and Pensions to enable the transfer of funds to Sanlam Investments and Pensions.

I authorise you to obtain from and release to the Financial Adviser named in this application any additional information that may be required to enable the transfer of funds.

If an employer is paying contributions to any of the plans as listed in this application, I authorise you to release to that employer any relevant information in connection with the transfer of funds from the relevant plan(s).

Until this application is accepted and complete, Sanlam Investments and Pensions' responsibility is limited to the return of the total payment(s) to the current provider.

I promise to accept responsibility in respect of any claims, losses and expenses that Sanlam Investments and Pensions and the current provider may incur as a result of any incorrect information provided by me in this application or of any failure on my part to comply with any aspect of this application.

Applicant's name (please print):

Applicant's signature:

Date

**A copy of your completed application form is available on request.**

**Thank you for completing this application form. Our new business department will contact your Financial Adviser or will be in touch with you on receipt of this application.**

**Section 7e**

**Please tick the box to show that you have:**

**1. Enclosed all of the necessary documentation:**

Original or certified copy of your birth certificate, current passport or photo driving licence (if you wish to take pension income, this document must be received before any pension commencement lump sum or pension income can be paid).

Original or certified copy of your marriage certificate (for those who have changed their name on marriage) or other evidence of name change.

Other application forms, such as, the commercial property application form.

**2. Completed all of the appropriate sections.**

**3. Read through and understood all of the declarations.**

**Part B** To be completed by the current provider, ie the Trustees or Scheme Administrator of the transferring scheme or the insurer who issued the Section 32 contract or other type of deferred annuity contract from which the transfer payment comes.

**Please complete:**

**(i) Section 8 if the transfer is from an existing Section 32 or other type of deferred annuity contract,**

or

**Section 9 if the transfer is from an occupational pension scheme that is winding-up,**

and, if relevant

**(ii) Section 10 if the scheme member in either the Section 32 or other type of deferred annuity contract or the occupational pension scheme is divorced or has been in a civil partnership that has been dissolved.**

**The Trustees'/Scheme Administrator's or insurer's declaration in Section 11 must be completed for all applications.**

**Receiving scheme details:**

<b>Name of receiving scheme/provider</b>	Sanlam Section 32 contract
--	----------------------------

<b>Our reference:</b> to be used on all correspondence and payments:	CPA
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**Cheque details:**

<b>Cheque made payable to:</b>	Sanlam Financial Services UK Limited
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<b>Address:</b>	St Bartholomew's House Lewins Mead Bristol BS1 2NH
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<b>Reference to be included:</b>	i.e. policy number or client name
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When the contract is set up we will submit an application to HMRC to register the scheme so that it is registered under Part 4, Chapter 2 of the Finance Act 2004.

- 1. We confirm that the Receiving Scheme is a Section 32 contract with Sanlam Life & Pensions UK Limited.**
- 2. The information given about the Receiving Scheme is true and correct.**
- 3. We are not able to accept Guaranteed Minimum Pension (GMP) benefits into the Transfer Pension Portfolio.**



**Section 8. Transfer from an existing Section 32 or other type of Deferred Annuity Contract**

**To be completed on behalf of the insurance company which issued the contract.**

1. Name and address of the insurance company

	Postcode

2. Contact name

3. Telephone number

4. Policy number or other reference

5. Pension scheme tax reference number

6. What is the total transfer payment?

7. Does the transfer payment represent the whole of the fund under the Contract?

Yes  No

**Important note:** If the whole fund is not transferred any tax-free cash lump sum protection and/or protected pension age that applies will normally be lost.

**Protected tax-free cash**

8. (i) What was the total fund under the contract 5 April 2006?

£

(ii) What was the transfer value under the contract 5 April 2006?

£

9. What was the tax-free cash entitlement on 5 April 2006?

£

The amounts in Questions 8 and 9 should be those which apply to this contract calculated in accordance with Schedule 36 of the Finance Act 2004 and HMRC's Pensions Technical Manual. Where there are multiple schemes for the same employer the amount should be the scheme specific amount.

10. Have any contributions been paid to this plan since 5 April 2006?

Yes  No

**Protected Pension Age**

11. Does the member have the right to take benefits before the normal minimum pension age of 55?

Yes  No

If 'Yes', what is the pension age allowed?

**Lifetime Allowance**

12. What is the total percentage of the Standard Lifetime Allowance crystallised under this scheme or any scheme from which a transfer has been received?

%

## Section 9. Transfer from an Occupational Pension Scheme that is winding up

### To be completed by the Trustees/Scheme Administrator.

1. Name of pension scheme
2. Name and address of Scheme Administrator   
  
  
 Postcode
3. Contact person
4. Telephone number
5. Member's reference number
6. Pension scheme tax reference number

### Transfer Payment

7. What is the total transfer payment? Yes  No
8. What type of scheme does the transfer come from?  
 Money purchase  Contracted-out defined benefit  Contracted-in defined benefit  Other
9. Is any of the transfer payment in respect of benefits accrued or contributions made since 6 April 2006? Yes  No
10. Does the transfer payment represent the whole of the member's benefits under the scheme? Yes  No

**Important note:** If the whole fund is not transferred any tax-free cash lump sum protection and/or protected pension age that applies will normally be lost.

### Protected tax-free cash lump sum

11. What was the total value of the member's benefits under the scheme on 5 April 2006? £
12. What was the transfer value of the member's benefits under the scheme on 5 April 2006? £
13. What was the member's tax-free cash sum entitlement under the scheme on 5 April 2006? £
14. Have any contributions been paid to this plan since 5 April 2006? Yes  No

The amounts in Questions 11, 12 and 13 should be the amounts which apply to the member under this scheme calculated in accordance with Schedule 36 of the Finance Act 2004 and HMRC's Pensions Tax Manual. Where there are multiple schemes for the same employer please provide this information for each scheme.

### Protected Pension Age

15. Does the member have the right to take benefits before the normal minimum pension age of 55? Yes  No
- If 'Yes', what is the pension age allowed?

### Lifetime Allowance

16. What is the total percentage of the Standard Lifetime Allowance crystallised under this scheme or any scheme from which a transfer has been received?  %

**Section 10. Scheme member is divorced or has been in a civil partnership that has been dissolved**

- a) Have the benefits been subject to a pension sharing order on divorce, nullity of marriage or dissolution of a civil partnership? Yes  No
- b) Does any of this transfer represent a pension credit or credits as a consequence of a pension sharing order on divorce or nullity of marriage, or on dissolution of a civil partnership? Yes  No

**If yes, please provide us with details.**

Amount of transfer that represents pension credit rights

£

Date pension sharing order became effective

£

Is this a disqualifying pension credit?

Yes  No

**Notes:**

- A pension credit is disqualifying if the pension share takes place on a member's pension in payment. The ex-spouse/ex-civil partner who is provided with the pension credit will not be able to take a tax-free cash lump sum from the benefit rights that are acquired. This is to prevent a tax-free cash lump sum being paid twice from a single source of tax relieved pension saving.
- If you have applied for enhanced or any form of fixed protection you may lose this as a result of receiving a pension credit.

Has a lifetime allowance enhancement factor been applied for?

Yes  No

**If yes, please provide us with a copy of the certificate.**

**Earmarking information**

c) Have the benefits been subject to an earmarking/attachment order?

Yes  No

**If yes, please provide us with details as requested below.**

Please supply a copy of the court earmarking/attachment order and state:

i) earmarked amount  £  or percentage  %

ii) to whom payable:

Full Name

Address

Postcode

Has the ex-spouse/ex-civil partner consented to this transfer?

Not necessary  Yes  No

If any benefits have been earmarked, we will not accept the transfer without a copy of the stamped court order and, where necessary, confirmation that the ex-spouse/ex-civil partner has consented to the transfer.

**Section 11. Trustees or scheme administrator's application and declaration**

**We declare that the transfer payment to the Transfer Pension Portfolio comes from: (Please tick as appropriate.)**

an occupational pension scheme set up on or before 5 April 2006 that is a registered pension scheme under, Part 4 Chapter 2 of the Finance Act 2004, the scheme is winding up and the Transfer Pension Portfolio is being used to buy-out this member's benefits.

or

A Section 32 contract

Other type of deferred annuity contract

We ask Sanlam Life & Pensions UK Limited ('the Company') to issue to the member or policyholder named in Part A of this application a Transfer Pension Portfolio contract in respect of any rights, which will provide benefits for or in respect of the member or policyholder in place of all the benefits to which he or she would otherwise be entitled under the transferring scheme referred to either in Section 8 or Section 9 of Part B in respect of the transfer payment, on such terms as the Company considers appropriate.

**We understand that:**

- The Transfer Pension Portfolio will allow the member to choose the type of benefits he or she will receive subject to any HMRC requirements and that benefits under the Transfer Pension Portfolio may not be the same as the benefits given up;
- The member's entitlement under the transferring occupational pension scheme or Section 32 contract is to be wholly secured by means of a Transfer Pension Portfolio and agree that following such purchase we, the trustees, administrator or insurer will have no rights under the Transfer Pension Portfolio and have no liability under the transferring scheme/contract in respect of the benefits transferred;
- Sanlam Investments and Pensions will treat this application as being received only once they are in receipt of all documentation to support the application and the associated monies. If such requirements are not met before 3:30pm on any given working day, the application will be deemed to have been received on the following working day.

We acknowledge the nature of the contract that our member/policyholder has asked us to purchase and we undertake that we will not at the request of the policyholder or otherwise take action against the Company in respect of any matters covered by the Risk Deed.

We declare that to the best of our knowledge and belief the information given in Part B of this application is correct and complete.

We agree to the Company obtaining any information about the member's or policyholder's benefits under the transferring scheme referred to above from any party and we request that other party to provide such information requested.

We confirm that in providing personal data relating to any third party we are acting as their agent and will inform them how this data will be processed in accordance with the requirements of the Data Protection Act 1998 (as amended or re-stated).

Signed

Date

Capacity in signing

For and on behalf of the trustees or administrators of the transferring scheme or the insurer who issued the Section 32 contract or other type of deferred annuity contract from which the transfer payment comes.

# Part C To be completed by the Financial Adviser.

## Section 12. Financial Adviser's declaration

### A. Where Adviser Fees are being facilitated from the Transfer Pension Portfolio I confirm that:

I have discussed and agreed the Adviser Fees detailed in Section 6 with the applicant and explained the impact they will have on the investment:

- The Adviser Fees agreed are in respect of pensions advice and related ongoing services;
- I have provided the applicant with a key features document and illustration in relation to this application;
- I have provided the applicant with the Sanlam Privacy Statement;
- I have read and understood the Guide to Adviser Charging for Financial Advisers

### B. I confirm that:

- I acknowledge and accept Sanlam Investments and Pensions' current Terms of Business for Intermediaries.
- I am appropriately authorised to conduct this type of business.
- The advice in connection with this application has been provided on the following basis (please tick the relevant box):

Advised  or Non-advised

'Advised' is where advice has been given in relation to the application.

'Non-advised' is where no advice has been given ie execution only basis.

### C. Confirmation of verification of identity for private individual(s):

Before you complete this section please read the Important Notes.

By completing this section we will assume your consent has been given for us to rely on your verification of identity obtained. If you do not consent to this, please inform us immediately and do not complete the details of the individual.

#### Details of individual

Full name of client

Address

Date of birth

Postcode

Previous address if individual has changed address in the last three months

Postcode

- I have verified the identity of the client in line with the UK Money Laundering regulations.
- The information in this form was obtained by me in relation to the client.
- The evidence I have obtained to verify the identity of the client meets the standard evidence set out within the current guidance for the UK Financial Sector issued by the Joint Money Laundering Steering Group (JMLSG).
- I confirm that I hold the appropriate documentary evidence to support the identification of the client and that Sanlam Investments and Pensions retain the right to request sight of the underlying evidence.

Signature	<input type="text"/>	Date	<input type="text"/>
Name	<input type="text"/>		
Firm reference number	<input type="text"/>		
Position	<input type="text"/>		
Name of regulated firm	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Contact number	<input type="text"/>		
Email	<input type="text"/>		
Sanlam agency number	<input type="text"/>		

**Important notes:**

For the verification of any third party payers or attorneys please use the standard 'Confirmation of Verification of Identity' forms provided within the JMLSG Part 1 Guidance.

This form cannot be used to verify the identity of any client who falls into one of the following categories:

- Those exempt from verification as being a current client of the introducing firm before the introduction of the requirement for such verification.
- Those whose identity has not been verified by virtue of the application of a permitted exemption under the UK Money Laundering Regulations.
- Those whose identity has been verified using the source of funds as evidence.

Where the application is being made on behalf of an individual who cannot make the application him/herself because of incapacity, an Identity Verification Certificate is required for both the attorney/guardian and also the person on whose behalf the attorney/guardian is acting and, if different, for the person making the investment.



Sanlam & Sanlam Investments and Pensions are trading names of Sanlam Life & Pensions UK Limited (SLP (Registered in England and Wales 980142)) and Sanlam Financial Services UK Limited (SFS (Registered in England and Wales 2354894)). SLP is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. SFS is authorised and regulated by the Financial Conduct Authority. Registered Office: St. Bartholomew's House, Lewins Mead, Bristol, BS1 2NH.

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[sanlam.co.uk](http://sanlam.co.uk)