



# Flexible Pension Annuity Key Features

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London & Colonial Assurance PCC Plc ('LCA') is a Gibraltar registered company and is incorporated under the Gibraltar Insurance Companies Act as a Protected Cell Company (PCC). LCA is regulated by the Gibraltar Financial Services Commission (permission number: 5191) and is part of STM Group Plc, a multi-jurisdictional financial services group listed on AIM, a market operated by the London Stock Exchange.

The security and safety of your data is very important to LCA. A copy of our Privacy Notice can be found on our website: [info.stmgroupplc.com/privacy-notice](https://info.stmgroupplc.com/privacy-notice)

The Gibraltar Financial Services Commission is the independent financial services regulator for Gibraltar. They require us, London & Colonial Assurance PCC Plc (LCA), to give you important information to help you decide whether the London & Colonial Flexible Pension Annuity (FPA) is right for you.

Together with this Key Features document, you will also receive a Personal Illustration which shows how the FPA may work for you and the effect of various deductions. This is for illustrative purposes only and is not intended as a forecast, projection or warranty of investment performance by LCA.

You should carefully read these Key Features and the Personal Illustration that will also be sent to you so that you understand the product, its benefits, and risks. We recommend that you seek professional advice before you make any decisions about this Annuity. Please keep these documents in a safe place for future reference.

## Aims

- The aim of the FPA is to provide you with an income, from the date you decide, for the remainder of your life or until the assets in your Annuity have been exhausted.

## Your Commitment

- You agree to pay one or more Premiums to set up the FPA.

## Risks

- The underlying performance of the assets within the funds may not perform as well as assumed in the initial projections and consequently the value of the Portfolio may go to zero. This will cause the Annuity payments to cease.
- If Annuity payments are increased, the end result may be that, should investment returns not meet expectations, there could be insufficient value remaining in the Portfolio to make the Annuity payments for the remainder of your lifetime.
- If an Annuity payment causes the fund to reduce to 10% of the Premium or less, then all future Annuity payments cannot exceed the new level Annuity amount. This will be based on the current age of the Annuitant, and the value of the Portfolio taking into account the new life expectancy of the Annuitant as determined by the Actuary.
- The spending power of your Annuity income could be reduced by inflation.
- The value of the investments can fall as well as rise, consequently the Annuity payments may cease earlier than anticipated. The assets for the Portfolio are chosen by the Investment Adviser that is appointed to the Portfolio. LCA has no responsibility for the investment decisions made by the appointed Investment Adviser.
- Normally the investments in the Portfolio will be denominated in Sterling. Where an asset allocated to the Portfolio is denominated in a currency other than Sterling, changes in the exchange rate may affect the value of the investment. Your income and/or benefits may also be affected by fluctuations in any currency exchange.
- A decision to purchase an Annuity is final. Once purchased and after the expiry of the Cancellation Notice period, you will then be unable to:
  - change your mind; or
  - cancel the Annuity.

# Questions and Answers

## 1. WHAT IS THE LONDON & COLONIAL FLEXIBLE PENSION ANNUITY?

The London & Colonial Flexible Pension Annuity ('FPA') is a unit-linked pension single life annuity issued by LCA, designed to give you an income for life, or until the assets in the Annuity have been exhausted.

## 2. HOW MUCH CAN I INVEST?

The minimum investment is £100,000 and there is no maximum limit. The lifetime allowance is the limit that the UK Government has put on the total value of all your retirement benefits (excluding state pensions) that you can normally take without paying a tax penalty.

## 3. CAN I ADD ADDITIONAL PREMIUM?

You can add further Premiums to the FPA at any time. Further premiums can only be from existing funds in registered pension schemes. LCA will then recalculate the new Annuity payments based on your age and the latest value of your Annuity Portfolio and issue a new FPA Schedule.

## 4. HOW IS THE LEVEL OF THE ANNUITY PAYMENTS CALCULATED?

The actual Annuity payments will be set out in the Illustration you receive when LCA has all the relevant documentation to start your Annuity contract. This will be based on the initial amount invested, the frequency that you require the Annuity payments to be made and your age. However, you should be aware that there are certain restrictions if your transfer is from a pre 6 April 2015 annuity. Any income taken from a pre April 2015 annuity must always be between a maximum of 120% and a minimum of 50% of a standard market annuity.

These restrictions do not apply for income derived from transfers from a post 6 April 2015 annuity. This means that the level of Annuity payments from post 6 April 2015 transfers may be varied by you at any time, to any amount from zero upwards as long as the Annuity payment does not cause the remaining fund to fall below 10% of the Premium. Your Annuity payments will be reviewed every 3 years to take into account the changes in portfolio valuation and your age.

As a pension annuity, the Premium received from your Pension Provider(s) cannot be returned and the FPA cannot be surrendered at any time. The FPA will only terminate on the death of the Annuitant or if the Portfolio reduces to zero. The Annuity may be transferred to a similar annuity from another provider. This is subject to the agreement of LCA and the other provider.

## 5. HOW IS MY MONEY INVESTED?

100% of all premium amounts received will be applied to the FPA prior to deduction of any charges. Sufficient funds to cover the first year's Annuity payments and the first year's charges must remain in cash. The remaining amount will be available to invest into suitable assets.

The initial investment will be placed within a separate legally recognised Cell within the Company, in order to segregate and protect the assets which comprise your Annuity Portfolio. Assets within the Portfolio may be bought and sold throughout the duration of the contract.

LCA reserves the right to dispose of any asset which has become valueless or becomes, directly or indirectly, contrary to its normal investment philosophy or becomes an investment, directly or indirectly, in a company whose activities are regarded by LCA as being illegal, unethical or of a nature that may be detrimental to Gibraltar's reputation. The costs of selling such assets will be charged to your Portfolio. LCA will not incur liability to you as a result of exercising this right.

## 6. WHAT HAPPENS IF YOU DIE?

In the event of death, no further Annuity payments will be made and the contract with you ceases.

## 7. WHAT ARE THE CHARGES AND WHAT ARE THEY FOR?

The charges comprise an Establishment Charge and an Annual Management Charge payable to LCA as well as any fees charged by the Financial Adviser and / or the Investment Adviser. These fees are set out on the Illustration that you will receive. Please note that any third party fees that are not included in the illustration, e.g. platform fees, are payable in addition to the fees documented below.

### Establishment Charge

An Establishment Charge will be levied and is calculated as a percentage of the Premium paid into the Portfolio at outset.

## Questions and Answers (continued)

### 7. WHAT ARE THE CHARGES AND WHAT ARE THEY FOR? (continued)

#### Annual Management Charge

An Annual Management Charge will be levied and is calculated as a percentage of the total value of the Policy which will take into account the assets held in the Portfolio as determined at the last valuation, if applicable. This charge will be deducted on the commencement date and annually on each anniversary of the commencement date thereafter.

#### Investment Adviser (IA) Fees

Any Investment Adviser fees are subject to an agreement between LCA, the Investment Adviser and you. Such fees will be paid by LCA directly to the Investment Adviser and the corresponding deduction will be taken from the Portfolio.

#### Financial Adviser (FA) Fees

Any Financial Adviser fees shall be agreed between you and the Financial Adviser prior to signing the Application Form.

#### Other Costs

LCA may debit to the Portfolio an amount which it considers to be appropriate to take account of any expenses, taxes, duties, charges and other liabilities (including the costs of any currency conversion) that may arise in connection with the purchase, management, maintenance, custody, valuation and sale of any assets allocated, or to be allocated, to the Portfolio (including any costs incurred in contemplation of a sale of any assets allocated to the Portfolio, even if the sale fails, for any reason whatsoever) or the receipt of any income attributable to those assets and interest on, and the repayment of, any monies borrowed in connection with the Portfolio.

LCA reserves the right, at its discretion, to change the charging structure, having given 30 days' notice of the intention to do so.

Should there be insufficient liquid assets in the Portfolio to pay such charges then LCA shall sell sufficient units from any asset of our choosing in order to pay the relevant charges.

### 8. WHAT TAX APPLIES?

Generally, LCA should not be subject to any income tax, capital gains tax or corporation tax in respect of assets allocated to the Portfolio. Exceptions include withholding tax, which is tax withheld by some countries on certain types of income. The actual tax position will depend upon a number of factors including your circumstances and LCA always recommends that you take advice from your professional advisers.

The income we pay you will be treated as taxable earnings under the HM Revenue and Customs Pay As You Earn (PAYE) System. The amount of tax you will pay will depend on your total income from all sources and your personal allowance. Unless we receive a P45 from you, we initially use a temporary (emergency) tax code to calculate how much tax, if any, to deduct. After that we withhold tax according to the tax code HM Revenue & Customs allocate to your income. If the UK Government changes the tax treatment of this type of plan, the income paid to you will change.

LCA does not give tax advice and it is recommended that you take tax advice to ensure the product is appropriate.

### 9. CAN I CHANGE THE ANNUITY PAYMENTS?

Annuity payments are calculated to start within 1 year of the commencement of the Policy. The Annuity payments can be altered at your request with 60 working days' notice. The amount of the payments can increase or decrease.

### 10. CAN I ENCASH OR SURRENDER THE ANNUITY CONTRACT?

The Annuity cannot be encashed or surrendered at any time, and it has no surrender value.

### 11. CAN I CHANGE MY MIND?

Should you wish to change your mind and not proceed with the initial investment after you have completed and submitted an Application Form, you will have 30 days to cancel the FPA. If you wish to cancel your FPA, you should complete and return the Cancellation Notice which forms part of the Annuity documentation that you will receive at the commencement of your FPA. Please be aware that if you do cancel within 30 days you may get back less than you invested if the investments that LCA has purchased to provide your FPA have fallen in value or third party fees and charges have been taken before we receive your Cancellation Notice. You will of course, have to repay any amounts already paid to you under the contract. Please note that some pension scheme providers may refuse to accept a return of the funds used to purchase your annuity and you may have to seek alternative annuity provider in the event that you wish to cancel within the cancellation period.



### Further Information

- **About London & Colonial Assurance PCC Plc ('LCA')**

LCA is a company incorporated in Gibraltar under the provisions of the Gibraltar Companies Act and whose registered office is situated in Montagu Pavilion, 8-10 Queensway, Gibraltar, with Company Registration Number 80650.

LCA is regulated and authorised to sell various classes of life insurance and annuity business and currently writes such business in the UK and Gibraltar. LCA is part of STM Group Plc (a company incorporated in the Isle of Man with number 114064C).

- **Protected Cell Company**

LCA is structured as a Protected Cell Company ('PCC') subject to the provisions of Gibraltar's Protected Cell Companies Act 2001.

This means that LCA may create legally recognised 'Cells' within the company in order to segregate and protect all the assets that are used to back the Annuity payments. Each Cell has its own designation (the Annuity number) and it is the duty of the Directors to keep the assets and liabilities of each Cell separate and therefore accounted for separately.

The legislation prohibits the assets of a Cell to be used to satisfy any liability not attributable to that Cell. In the event that the liabilities of a Cell exceed the value of its assets, the shortfall will be payable from the solvency capital of LCA.

LCA is regulated under Gibraltar's Insurance Companies legislation which incorporates the provisions of the EU's Third Life Insurance Directive (Gibraltar is within the EU). LCA meets the capital and solvency rules laid down by the directive. The company is subject to continuous regulation by the Gibraltar Financial Services Commission.

- **Notification of Risks and PCC Legislation**

The added protection offered by the PCC Legislation would undoubtedly be effective in any legal proceedings brought in Gibraltar. However, the Directors of LCA know of no legal challenges to the PCC concept in any other jurisdiction. They are therefore unable to give Policyholders an assurance that the courts of another country would grant the level of protection for cellular assets intended under Gibraltar's Protected Cell Companies Act.

- **Solvency and Financial Condition Report**

Every year, LCA publishes a Solvency and Financial Condition Report which provides information about our performance, governance, risk profile, solvency and capital management. The report is available to read on our website at [www.londoncolonial.com](http://www.londoncolonial.com)

- **Client classification**

LCA will treat you as a "retail client" which gives you the greatest level of protection and means that you get full information about any products that you buy.

- **Compensation**

As a Gibraltar Insurer, authorised to write business in the UK, all UK policyholders are covered by the Financial Services Compensation Scheme (FSCS) should LCA be unable to meet its responsibilities. Currently the scheme covers 100% of the value of a valid claim. For further information on the scheme please visit: [www.fscs.org.uk](http://www.fscs.org.uk)

- **Law**

Your FPA is construed in accordance with the law of Gibraltar.

## Queries, Complaints and Contact Details

For further information, or if you wish to complain about any aspect of the service you have received, please contact:

### Managing Director

London & Colonial Assurance PCC Plc  
PO Box 575  
Montagu Pavilion  
8-10 Queensway  
Gibraltar, GX11 1AA

Email Address: [LCA@stmgroup.online](mailto:LCA@stmgroup.online)

Should you remain unhappy with LCA's resolution of your complaint, you have a right to pursue your claim through the Gibraltar Courts.

These Key Features must be read in conjunction with the FPA Standard Terms and Conditions document. References to legislation and taxation in this Key Features Document are based on LCA's understanding of current law, which may change without notice.

LCA may be contacted via telephone during normal working hours of 9.00am to 5.00pm, Central European Time, Monday to Friday, or via post or email as per the details below.

### Postal Address:

London & Colonial Assurance PCC Plc  
PO Box 575  
Montagu Pavilion  
8-10 Queensway  
Gibraltar, GX11 1AA

Telephone: (UK): 0044 (0)2036 406843, (Gibraltar): 00350 200 42686

Email Address: [LCA@stmgroup.online](mailto:LCA@stmgroup.online)



Gibraltar Company Registration Number: 80650  
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