

# Adviser Charge Instruction Form

Please use black ink and write in CAPITAL LETTERS or tick  as appropriate. Any corrections must be initialled. Please do not use correction fluid as this will invalidate the form.

## Notes to help you

If you have any questions when completing this form please speak to your Financial Adviser.

If you want to stop or reduce Adviser Charges you can call us on 0345 640 3000 if you'd prefer.

## About this form

This form can be used to:

- Amend an existing Adviser Charge instruction
- Request a new Ongoing Adviser Charge
- Request an Ad hoc Adviser Charge from Insured Funds\*
- Inform us of a change of Adviser.

**This form should be used only for Flexible Retirement Plans.**

\*Ad hoc charges from the Self Invested Fund can be obtained by contacting Curtis Banks.

Please return completed form to: **Freepost, Prudential, Lancing BN15 8GB.**

## Section 1 – Investor's details

Investor

Plan Number(s)

National Insurance Number

Daytime telephone number

This is required in case we need to contact you regarding this request.

## How we use your personal information

For a copy of our latest Data Protection Notice, please visit [www.pru.co.uk/mydata](http://www.pru.co.uk/mydata). This details how and why we use your personal information (including any sensitive personal information), who we may share it with and your rights around your personal information. Alternatively, you can request a copy to be sent to you by writing to The Data Protection Officer, Customer Service Centre, Lancing BN15 8GB.

Please note that we collect personal information from you that is necessary for us to either provide you with the product or service you've requested or to comply with statutory or contractual requirements. Unfortunately if you don't provide all of the information we require this may mean we are unable to provide our products and services to you.

## Section 2 – Adviser Details

Your Adviser's name

Company name

Company Address

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

If this is your existing Adviser and if you want to make a change to Adviser Charges please go to section 4.

If this is a new adviser, please complete section 3. Your new Adviser should complete section 5.

If you are changing adviser and you have other Prudential plans which are to be transferred to your new Adviser, please detail which plan(s) in the space below. (If all plans write "All my other plans".)

## Section 3 – Adviser instructions

Where Adviser Charges are being paid and you have changed your Adviser, please confirm if Ongoing Adviser Charges should continue at the existing level, stop, or if existing instructions are to be amended (tick one box only).

Continue  Stop  Amend

If you want to amend Ongoing Adviser Charges, please go to section 4.2.

Please give us the details of the adviser that future Adviser Charges should be paid to.

If you have changed your adviser, we will assume Adviser Charges will stop unless you tell us otherwise in Section 3.

If you are changing adviser you will need to obtain your new Adviser's Individual Reference Number. See section 5.

Please complete this section if you have requested a change of adviser.

We will only pay Adviser Charges to one adviser so if you change adviser, all charges currently paid to your former adviser will stop. This applies even if your new adviser is not taking any Adviser Charges.

## Section 4 – Amendments to Adviser Charges

### 4.1 Set-up Adviser Charge (note that these apply to Regular Premium contracts only)

Please tick one box below to confirm if you want to stop or amend existing instructions.

Stop  Amend

If you want to amend, please complete this section.

If an initial period has been applied:

% of each regular contribution for remainder of any initial period

and/or

% of each regular contribution for the balance of the term to SRA

If no initial period applied:

% of each regular contribution to SRA

If you have more than one Regular Premium plan, and you want different charges to apply to each plan, please give details in the space below:

The change will take place on the next scheduled payment date following the “effective change date”. The “effective change date” will be the 10th working day following the date we receive this instruction.

### 4.2 Ongoing Adviser Charge

Please tick one box below to confirm if you want to stop or amend existing instructions.

Stop  Amend

Ongoing Adviser Charges can be deducted from the plan either as a percentage of the Insured Funds value or a fixed monetary amount. Please enter the yearly percentage or amount and the frequency of deductions below. Select **ONE** option only.

% of the Insured Funds value each year  % p.a.

Please complete this section if you wish to reduce the level of Set-up Adviser Charges.

Set-up Adviser Charges CANNOT be added once a plan is in force, cannot be increased beyond the original level agreed at outset and cannot be paid to a new adviser.

We will apply the changes to all regular plans that already have set-up charges unless you specify which plans need to change.

If you want different Set-up Charges to apply to different plans, please provide details in the box opposite.

Please complete this section if you wish to add an Ongoing Adviser Charge or change your existing Ongoing Adviser Charge instruction.

Ongoing Adviser Charges will continue to be deducted until the plan reaches SRA/AAA, or we receive instructions to amend.

## Section 4 – Amendments to Adviser Charges – continued

If you have more than one plan and you want different percentages to apply to different plans, please give full details in the space below:

OR

Specified yearly monetary amount £

If you have more than one plan, we will assume the monetary amount has to be applied proportionately across all Adviser Charging based plans. If this is not the case, please specify how much has to be applied to each plan in the space below:

Frequency of Ongoing Adviser Charges (please tick **ONE** box)

Monthly       Yearly

Ongoing Adviser Charges will be calculated and deducted proportionately across all insured funds including PruFund Protected and the With-Profits Fund.

If you take an Ongoing Adviser Charge from the PruFund Protected Fund it will reduce the Guaranteed Minimum Fund.

You can choose to exclude PruFund Protected Funds from the deduction of these charges, if you are also invested in at least one other insured fund (excluding Self-Invested Fund).

Please tick this box if you do not want Ongoing Adviser Charges to be deducted from your PruFund Protected Fund

**For plans which started on or after 11 November 2013. (Please read your Technical Guide for terms applicable to you.)**

If you take an Ongoing Adviser Charge from the With-Profits Fund, a Market Value Reduction may be applied to your fund.

You can choose to exclude the With-Profits Fund from the deduction of these charges, if you are also invested in at least one other insured fund (excluding Self-Invested Fund).

Please tick this box if you wish to exclude the With-Profits Fund from the deduction of Ongoing Adviser Charges

The change will take place on the next scheduled payment date following the "effective change date". The "effective change date" will be the 10th working day following the date we receive this instruction. We will use the value of your funds on the "effective change date" to proportion any monetary charges.

## Section 4 – Amendments to Adviser Charges – continued

Please complete this section if you wish to request an Ad hoc Adviser Charge

### 4.3 Ad hoc Adviser Charge

An Ad hoc Adviser Charge can be deducted from the plan either as a percentage of the Insured Funds value or a fixed monetary amount. Please enter the percentage or amount of deduction below. Select **ONE** option only.

% of the Insured Funds value  %

If you have more than one plan and you want different percentages to apply to different plans, please give full details in the space below:

OR

Specified monetary amount  £

If you have more than one plan, we will assume the monetary amount has to be applied proportionately across all Adviser Charging based plans. If this is not the case, please specify how much has to be applied to each plan in the space below:

Ad Hoc Adviser Charges will be calculated and deducted proportionately across all insured funds including PruFund Protected and the With-Profits Fund.

If you take an Ad Hoc Adviser Charge from the PruFund Protected Fund it will reduce the Guaranteed Minimum Fund.

You can choose to exclude PruFund Protected Funds from the deduction of these charges, if you are also invested in at least one other insured fund (excluding Self-Invested Fund).

Please tick this box if you do not want Ad Hoc Adviser Charges to be deducted from your PruFund Protected Fund

**For plans which started on or after 11 November 2013. (Please read your Technical Guide for terms applicable to you.)**

If you take an Ad Hoc Adviser Charge from the With-Profits Fund, a Market Value Reduction may be applied to your fund.

You can choose to exclude the With-Profits Fund from the deduction of these charges, if you are also invested in at least one other insured fund (excluding Self-Invested Fund).

Please tick this box if you wish to exclude the With-Profits Fund from the deduction of Ad Hoc Adviser Charges

Ad hoc Adviser Charges are calculated and deducted based on your fund value on the date of receipt of your instructions.

## Section 5 – Adviser reference

If you are changing your existing adviser, please make sure your adviser completes this section

Adviser's FCA Individual Reference Number (IRN)

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Adviser's Prudential agency number

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Agency stamp

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## Section 6 – Declaration

Please make sure you sign the Declaration as we won't be able to process your application without this.

- I authorise Prudential to act upon my instructions regarding the facilitation of Adviser Charges (the "Adviser Charge Instruction") whether specified here now or elsewhere at any time in future. I also understand that Prudential shall not be required to carry out such instructions (including any permitted by my adviser firm) where they conflict with any applicable law or regulation and/or where they are inconsistent with Prudential's Adviser Charge administration capability.
  - I understand that where there is a difference between the Adviser Charge Instruction and the Adviser Charges agreed with my adviser firm, Prudential will only facilitate payment in accordance with my Adviser Charge Instruction.
  - I confirm that the Adviser Charge specified in my Adviser Charge Instruction is inclusive of any VAT at the prevailing rate from time to time.
  - I understand that if the level of VAT applicable within the Adviser Charge changes (including where previously VAT free Adviser Charges become subject to VAT) Prudential will only alter my Adviser Charge following a new Adviser Charge Instruction or instruction from my adviser firm which sets out the new level of charges to be deducted.
  - I understand that, with the exception of changes in the level of VAT, the Adviser Charge may not be increased without my explicit authority.
  - I agree that the Adviser Charge may be reduced or stopped by Prudential or my adviser firm without my explicit authority.
  - I agree that where my adviser firm arranges for the services I have agreed with them to be provided by another adviser firm, I authorise Prudential to amend my Adviser Charge Instructions to pay the Adviser Charges at the existing agreed level to the new adviser firm, except where they conflict with any applicable law, regulation and/or HMRC practice and/or where they are inconsistent with Prudential's Adviser Charge administration capability.
  - I confirm that I have discussed with my financial adviser the tax implications of having my Adviser Charge deducted from the Plan.
  - I understand that any Adviser Charge not paid in line with HMRC rules will result in unauthorised payments and tax charges for which I will be liable.
- I confirm that:
- (i) my Adviser Charges arise from genuinely commercial remuneration arrangements between myself and my adviser which are appropriate to the advice and service my adviser provides me in relation to my registered pension scheme(s);
  - (ii) any Set-up Adviser Charges are solely in respect of the initial advice to set up this pension plan(s)/ these pension plan(s);
  - (iii) where I have selected Ongoing Adviser Charges I am receiving ongoing pensions advice and/or a service from my adviser in relation to my registered pension scheme(s).
- I understand that Ongoing Adviser Charges must stop if I cease to receive ongoing pension scheme advice and/or service(s) from my adviser in relation to my registered pension scheme(s) and that I must inform Prudential prior to the occurrence of such event.
  - If any Adviser Charges are overpaid to my adviser I understand that I must ensure that the overpayment is returned to my pension scheme. In the event that an overpayment is not returned to my pension scheme I understand that I will be liable for any tax consequences that may arise from the breach of any UK tax legislation.
  - I understand that Adviser Charges deducted from my pension plan(s) will have an impact on the benefits payable from such plan(s).

Signature

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Date

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