

Understanding WorkSave Buy Out Plan Key Features

April 2024

This is an important document which
you should keep in a safe place.



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We know it's a big decision to transfer a company pension scheme and we want you to be able to make the right decision for your members. This document will help you to understand the key features of our WorkSave Buy Out Plan (WBOP) product.

For details about the WBOP investment options available, please go to **legalandgeneral.com/investwbop**

If you have any questions you can get in touch using the contact details on page 10.

About your Key Features document

The Financial Conduct Authority is a financial services regulator. It requires us, Legal & General, to give you this important information to help you to decide whether our WorkSave Buy Out Plan is right for you and your members.

You should read this document carefully alongside the Trustees' Guide so that you understand what you are buying, and then keep it safe for future reference.

Tax details are based on those available at the time this document was created.



This is an interactive PDF

You can use the contents list and buttons on the left to quickly navigate your way through the document.

What is the WorkSave Buy Out Plan?

The WorkSave Buy Out Plan has been designed for use by Trustees of defined contribution (money purchase) occupational pension schemes. It enables you as Trustees to provide your members with a buy-out contract – either following the wind-up of their occupational pension scheme or for securing benefits for members with short service.

The plan has access to a wide range of both active and passive funds managed by Legal & General and a number of external fund managers. Members also have a number of different lifestyle profiles to choose from.

About Legal & General

Established in 1836, Legal & General is one of the UK's leading financial services groups and a major global investor, with over £1.2 trillion in total assets under management as at 31 December 2023.

Important note

The personal information collected from you will be shared with fraud prevention agencies to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found online at **legalandgeneral.com/cifas**

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Its aims

- To enable Trustees of defined contribution schemes to fulfil their obligation to secure members' benefits, without prior member consent:
 - on scheme wind-up; or
 - in respect of short service members; or
 - in respect of pension credit funds arising from divorce or dissolved registered civil partnerships, where it is from a Legal & General scheme (we cannot accept pension credits from non-Legal & General schemes)
- To provide members with an income, cash lump sums or a combination of both at any time from their Normal Minimum Pension Age (NMPA) or a later date of their choice. The NMPA is currently 55 but this will rise to 57 from 6 April 2028. More information on this can be found in the 'When can members access their pension pot?' section on page 5.
- To retain, where applicable, members' entitlements to Protected Tax-Free Cash. This will only apply on scheme wind-up.
- To provide a potential income or cash sum for an individual member's spouse, registered civil partner or financial dependants if the member dies before them.

Your commitment

Your commitment is limited to:

- paying us the transfer values in respect of members' preserved benefits;
- providing us with accurate and complete member information, including full name and address;
- providing us with initial investment instructions for members and their selected retirement ages.

Risks

- Once Legal & General has received and accepted the transfer value payments they cannot be returned.
- The value of the benefits payable on the member's death may be lower than those that would have been paid under their scheme.
- The value of the units which make up a member's fund can go down as well as up, so the value of their fund is not guaranteed. It is particularly important for a member to remember this if they are close to taking their benefits.
- The fund or funds the members are invested in will have specific risks. These risks are described on the fund factsheets which you can view at legalandgeneral.com/investwbop
- The law and tax rates may change in the future.

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How will a transfer to a Buy Out Plan work for us?

As Trustees, you are discharging liability for each member's pension rights. You do this by using the member's transfer value to secure a Buy Out Plan which is issued to that member.

Important note

If by using the Buy Out Plan you are seeking to discharge newly awarded pension credit funds (as the result of a divorce or a dissolved registered civil partnership) any Fixed Protection a member's former spouse or registered civil partner may have will be lost.

In order to preserve Fixed Protection, a pension credit must be transferred to an existing defined contribution arrangement.

If any member is entitled to take their benefits before the earliest normal retirement age of 55, rising to 57 from 2028, we would require evidence from yourselves to enable us to pay the benefits.

The money is invested in one or more of Legal & General's funds. Further information on the funds available can be found at **legalandgeneral.com/investwbop**

We divide each fund into units of equal value. We will work out the value of each plan based on the number of units held in a fund and the price of those units. If the unit price goes up or down, so will the value of the plan.

Any growth in a member's pension pot is free of UK income tax and capital gains tax. However, we cannot claim back tax paid on dividends received from UK companies.

Each year we'll create pension benefit statements for members setting out what their pension pots are worth. The statements will be available online in their online account and we'll let members know when they're available to view.



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What are the options when members access their pension pots?

When members access their pension, they can select some or all of their pension pot taking up to 25% of the amount selected as a tax-free cash sum, subject to allowances. The rest of this amount will be a taxable income.

Members can choose to receive this income on a regular and/or occasional basis (flexi-access drawdown) or by using their pension pot to buy a guaranteed income for a fixed term or for life (an annuity).

If a member was entitled to a tax-free cash sum greater than 25% of the pot as at 5 April 2006, and the amount was protected under your scheme, this protection will be retained on a transfer to a Buy Out Plan.

From age 50, we will send the member a retirement 'wake up' letter. A few months before a member's selected retirement date we'll send them a pack detailing their options including all the tax implications.

Will members pay any additional tax when they access their pension pots?

When members access their pension, they can usually take up to 25% of it as a tax-free lump sum.

The 'lump sum allowance' (LSA) is the maximum amount of money members can take as tax-free lump sums from all the pensions they have. While they can still take out money over this allowance, they will need to pay income tax on it.

The lump sum allowance is £268,275. It will be higher if they have any protected tax-free lump sums, or a protected lifetime allowance.

Important note

Members should shop around to find what's best for them. They don't have to stay with us. Different providers will offer different options, features, rates of payment, qualifying criteria and charges. Members have the right to transfer some or all of their pension pot to one or more providers.

When can members access their pension pot?

When you apply, you must choose a retirement age for your members. We call this the selected retirement age, which can be at or after the Normal Minimum Pension Age (NMPA). The NMPA is currently 55 but this will rise to 57 from 6 April 2028.

However, your members may be entitled to take benefits earlier than the NMPA if your scheme rules allow it, subject to certain conditions specified by HMRC. You will need to let us know if members are entitled to an earlier NMPA when you apply.

Are the benefits guaranteed?

The value of a member's pension pot and the income or cash sums it can provide are not guaranteed and are affected by a number of things.

These include charges, investment performance and the effects of inflation. It will also depend on the amount of the transfer payment, the cost, if chosen, of buying an annuity and the amounts of any cash withdrawals taken.

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How much will you charge?

We make charges to cover the various costs and expenses involved with setting up and managing each member's plan. These include administration and investment management costs.

Our charge is made up of an Annual Management Charge (AMC) and a Fund Management Charge (FMC).

The AMC is subject to individual scheme underwriting and will be confirmed to you in the Tender document.

AMCs are due and calculated daily and then deducted monthly by cashing in units from the member's pension pot.

The FMC varies from investment fund to investment fund. The FMC for each of our funds is shown on the fund factsheets which you can view at legalandgeneral.com/investwbop

FMCs are taken into account when calculating the unit price of the relevant fund.

Members do not need to make any additional payments to cover the charges.

Full details of our charges are found in the Policy booklet which we will send to members once we have set up their plans. You can also request a copy at any time.



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How will your charges affect investment return?

The overall investment return on the accrued pension fund value will, like all defined contribution pensions, be reduced by fund management and administration costs. This is called the reduction in yield (RIY).

The actual RIY for any contract will vary depending on the level of AMC being applied. Under WBOP, the FMC varies depending on the investment funds chosen so the RIY will be different for each fund within the same contract.

The RIY is important as it reduces investment return and, therefore, the pension fund value at retirement age. It is one of the easiest ways of summarising the charges on a pension contract because it reviews all the different elements of charges and expresses them as an effective annual charge.

The following table has been produced to show a selection of RIY figures based on a notional £10,000 transfer value at a real growth rate of 2.90% a year (already adjusted to take into account the effect of inflation), over terms of 17 and 27 years to a notional Selected Retirement Age of 67.

Transfer age	AMC	FMC	Selected retirement age	RIY	Reduced growth rate
40	0.3%	0.13%	67	0.5% pa	2.50%
50	0.3%	0.13%	67	0.5% pa	2.50%

For example, if the AMC is 0.3% and the FMC is 0.13%, a £10,000 transfer value at age 40, projected at an assumed growth rate of 2.90% a year to age 67, will produce an RIY of 0.5% a year. This will effectively bring the investment growth down from 2.90% to 2.50% a year over the period of the projection.

Due to a requirement for us to round the RIY figures, the figure shown is not the exact sum of the AMC and FMC.

Things to bear in mind

Specific assumptions have been used to calculate these RIYs, including:

- A real growth rate of 2.90% a year, already adjusted to take into account the effect of 2% a year inflation.
- No advice charges payable.
- A selected retirement age of 67.
- No income drawdowns are taken and the fund remains fully invested over the period.
- No change in the rate of AMC or FMC.
- FMCs shown include an allowance for any additional expenses.

To get an indication of what this might mean in cash terms see the tables on the next page.

We do not guarantee the growth rates used in our illustrations. If the actual growth rates are lower than those shown, the value of a member's pension pot may also be less.

All figures within the tables take into account the effects of inflation.

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The tables on this page show what effect deductions might have on the transfer value over both early and later years, assuming the arrangements started at age 40 and 50, both with a £10,000 transfer payment, an Annual Management Charge of 0.30% a year and a Fund Management Charge of 0.13% a year giving an RIY of 0.5% a year (as shown on the previous page).

A real growth rate of 2.90% a year has been used.

There is also an assumption that the investment is made in a Legal & General passive or index fund. This is a typical type of fund selected by Trustees. Other investment options may have a higher Fund Management Charge.

The early years transfer value

At the end of year	Transfer payment in	Potential pension pot value if no charges are taken	Potential pension pot value after our charges are taken
Age 40 and 50			
1	£10,000	£10,200	£10,200
3	£10,000	£10,900	£10,700
5	£10,000	£11,500	£11,300

The later years transfer value

If you start your plan at	Transfer payment in	Potential pension pot value if no charges are taken	Potential pension pot value after our charges are taken
Age 40			
Final	£10,000	£21,800	£19,400
Age 50			
Final	£10,000	£16,300	£15,200

The figures in the last two columns have been rounded in line with Financial Conduct Authority (FCA) rules

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Facilitated adviser charge

Our WorkSave Buy Out Plan offers members a way of paying their financial adviser directly from their pension pot – this is called a facilitated adviser charge.

The advice they receive must be related to their WorkSave Buy Out Plan (excluding the plan set up) and it's from this plan that we will take the adviser charge. The member must have enough money in their pot to pay for this.

The Facilitated Adviser Charge Guide contains details of what is available and how it works. It is for you to give to members before they complete their Facilitated Adviser Charge Authority form.

Please go to **legalandgeneral.com/adviserchargeguide** and **legalandgeneral.com/adviserchargeform** to access this information or contact your usual Legal & General representative.

Where is the transfer value invested?

You must choose an investment option for your members. Details of all the available options can be found at: **legalandgeneral.com/investwbop**

Once the policies have been set up for the members, they can choose whether to remain in these funds or move to other fund(s). There is currently no charge for a move of funds but this could change in the future. If this does happen, we will let you know.

What happens if a member dies before accessing their pension pot?

Members can tell us who they would like to receive the value of their pension savings by completing a nomination of beneficiary form.

To make sure that we can pay any lump sum free of inheritance tax we will use our discretion when we pay a lump sum death benefit. We will always use a completed nomination of beneficiary form to guide our decision, but we aren't bound by it. If a nomination has not been made, we may simply pay any lump sum to their estate.

A copy of this form will be enclosed in the welcome pack which we'll send to each member after we have accepted their transfer value.

What happens if a member dies after accessing their pension pot?

This depends on the options the member chose at the time they accessed their pot. For more information please refer to the Policy booklet.

Can the plans be cashed in?

No, once a transfer value has been paid in it has to remain invested until the member is eligible to access their pension pot.

Can a member transfer their pension pot?

Yes, each member can transfer the value of their plan to another Registered Pension Scheme at any time without being charged.

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Can members pay in any more to their plan?

No. The only payment that members can pay into their Buy Out Plan is the transfer value at outset plus any balance of funds in relation to the transfer.

As trustees, can we change our mind?

Once you, as Trustees of the pension scheme, have released a transfer value payment in respect of a member's benefits, you do not have the right to change your mind.

Members will not be given cancellation rights.

How can we contact you?

Write to us at:

Legal & General
Four Central Square
Cardiff
CF10 1FS

Call us on **0345 070 8686** (call charges will vary and we may record and monitor calls).

Email us at **employerdedicatedteam@landg.com**



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Tax and administration

This information is based on our understanding of current law relating to pensions.

Law and language

The information that we've included in this document is based on our understanding of current law relating to pensions in the UK. The contract is governed by the laws of England and Wales.

If a member lives in Scotland they can bring legal proceedings in either the Scottish or English courts. If a member lives in Northern Ireland they can bring legal proceedings in Northern Irish or English Courts. If a member is resident outside of the UK or Northern Ireland any proceedings they bring will need to be in their employer's jurisdiction.

The terms and conditions and all communications are only available in English. All communication from us will normally be by letter or phone.

Our regulator

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 117659. You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website **fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

Valuation of funds

We value investment funds frequently to enable us to treat all policyholders fairly. Our Policy booklet contains further details about how funds are valued. We will send this to the member after we have accepted their application and the transfer value. Members can also request a copy at any time.

How members pension savings are protected

When a member invests in a fund, that fund is held through an insurance policy with Legal and General Assurance Society Limited (LGAS), which is an insurance undertaking and the provider of their pension plan.

They then invest in the funds of Legal and General Assurance (Pensions Management) Limited which we refer to as PMC (Pensions Management Company).

Depending on the fund selections made by the member, some of the assets held by PMC are invested with external providers outside the Legal & General Group.

When one insurance company (LGAS) invests its assets with another (PMC), this is known as reinsurance. This reinsurance arrangement has its own rules and impacts on a member's right to claim compensation.

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Members' rights

In the event that LGAS becomes insolvent or is otherwise unable to meet its financial obligations, the member may be able to claim for any losses from the Financial Services Compensation Scheme (FSCS), potentially up to 100% of the total value. The FSCS is designed to pay UK customers compensation if they lose money because a firm is unable to pay them what they owe. The member can find out more about them at **fscs.org.uk**. Investor protection legislation and regulation may change in future. If the member is resident outside of the UK, they should speak to a financial adviser for clarification of their eligibility.

In the event that PMC becomes insolvent, LGAS will attempt to recover the full value of the member's investments. If they are unable to do so, LGAS will be responsible for making up any shortfall. In the event that an external provider becomes insolvent, PMC will attempt to recover the full value of their investments. If they are unable to do so, LGAS will be responsible for making up any shortfall.

There are currently no exceptions to these rights. Any new fund that LGAS has made available since 1 December 2018 may not benefit from them. If this is the case, all of the documents the member receives about their funds will outline the risks of investing in them.

Solvency and Financial Condition Report

Solvency is a measure of a company's financial health. It shows an ability to manage operations and other obligations into the foreseeable future. We are required to publish a Solvency and Financial Condition Report (SFCR) on an annual basis which describes our governance, our business and its performance.

Our latest SFCR is available at **legalandgeneralgroup.com/investors/results-reports-and-presentations**

Customer categorisation

The financial services regulator requires us to put our customers into groups so that we can treat them according to their level of knowledge about investments. These groups are:

- Retail client;
- Professional client; or
- Eligible counterparty.

We treat all customers who invest in our pensions as retail clients. This gives the greatest level of protection under the regulations and ensures customers get full information about any products they buy.

If a customer knows a lot about investments, maybe because they work in the industry, they can be treated as a professional client or eligible counterparty under the regulations. This won't affect the way we deal with them but it may affect their ability to refer complaints to the Financial Ombudsman Service or to make a claim under the Financial Services Compensation Scheme.

Conflicts of interest

During the term of the member's policy conflicts of interest may arise between themselves and us, our employees, our associated companies or our representatives. A conflict of interest is where our duties to the member as a customer may conflict with what's best for our business. To ensure we treat customers consistently and fairly, we have a policy on how to identify and manage these conflicts.

A copy of the policy is available on request from the address shown in the 'How can we contact you?' section on page 10.

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Inducements

We must not accept or retain any fees, commission or monetary benefits, or non-monetary benefits that are paid or provided by a third party or a person acting on our behalf.

We may accept and retain fees, commission or non-monetary benefits which are paid or provided to us by a person acting on a member's behalf, provided that members are aware that these payments have been made and that the amount and frequency of the payment has been agreed between us and not set by a third party.

We may receive certain minor non-monetary benefits in the course of providing services to members which are considered to be acceptable. Examples of this are participation in conferences, seminars and other training events.

How our employees are paid

We have a regulatory requirement to explain to you how our employees are paid.

Our employees are paid by either Legal & General Investment Management Holdings Limited or Legal & General Resources Limited. This is overseen by the Legal & General Group Remuneration Committee.

Our employees are salaried and may receive a formulaic incentive or a variable discretionary annual bonus. This may include a deferred bonus to ensure a long-term commitment to the performance of the company. Eligibility for bonuses is based on a range of factors such as personal objectives but is not directly linked to sales volumes. Our employees do not receive commission, profit share or any other financial incentives.

The WBOP demands and needs

We are giving you this information to help you understand how this product could be suitable for your members' needs.

The following statements are not a personal recommendation and we are not able to give you or your members advice. You should ensure that your members read this document and the Policy booklet which we'll send out after they have joined.

The WBOP meets certain demands and needs we have set out below:

- It is a pension plan designed to provide members with an income, cash lump sums, or a combination of both from age 55 or at a later date if they choose, possibly earlier if they are in ill health. Members do not have to have stopped working to take their money.
- To provide a potential income or cash sum for the member's spouse, registered civil partner or financial dependants if the member dies before them.
- Has been designed specifically for UK residents whose earnings are assessed by HMRC for tax and National Insurance purposes.

You should check that these statements are appropriate for your needs.

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Making a complaint

If you wish to complain about any aspect of the service you have received from us, or if you would like us to send you a copy of our internal complaint handling procedure, please contact us using the contact details on page 10.

Complaints regarding our administration that we cannot resolve can be referred to:

The Pensions Ombudsman
10 South Colonnade
Canary Wharf
London E14 4PU

Phone **0800 917 4487**

Email **enquiries@pensions-ombudsman.org.uk**

Visit **pensions-ombudsman.org.uk**

Sales-related complaints that we can't resolve can be referred to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone **0800 023 4567**

Email **complaint.info@financial-ombudsman.org.uk**

Visit **financial-ombudsman.org.uk**

Making a complaint to the Financial Ombudsman will not prejudice your right to take legal proceedings.

This brochure is a guide to the key features of this product. Full details can be found in the Policy booklet which we will send to members when we accept your application.

All information is correct at the time this document was created.



For a copy of this or any item of our literature in larger print, Braille or audio format, you can contact us by email at **employerdedicatedteam@landg.com** or call us on **0345 070 8686**. Call charges will vary and we may record and monitor calls.

Legal & General Assurance Society Limited

Registered in England and Wales No. 00166055

Registered office: One Coleman Street, London EC2R 5AA

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We are an insurance undertaking.

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