

# Retirement Account declaration

Name of applicant

Retirement Account Number (if known)

Date of birth

    (DD/MM/YYYY)

## Your declaration

As HM Revenue & Customs (HMRC) grant tax relief at source on the strength of your application for the Retirement Account, you should be aware that it's a serious offence to make false statements; the penalties are severe and could lead to prosecution.

It's important that you read this declaration carefully and in conjunction with the Retirement Account terms and conditions, the Retirement Account Key Features Document and your Illustration. By signing this declaration you're agreeing to be bound by the terms and conditions of the Retirement Account.

1. I declare that to the best of my knowledge and belief, the details given by me in the application for the Retirement Account (the application) are true and complete and agree that the terms of the application, any other written statement by me or on my behalf to Prudential, together with Prudential's Acceptance, shall form part of any relevant contracts.

You have an obligation to provide us with correct and complete information as part of your application and on an ongoing basis. If you, or your adviser acting on your behalf, provide us with incorrect or incomplete information in relation to, for example, your eligibility for tax relief on contributions, whether you have other pensions which could impact your eligibility for tax relief, if you have reached the lifetime allowance or other information about you or your tax and pensions affairs that we have requested, which causes us to incur tax or other liabilities on your behalf or directly as

a result of you providing incorrect information, we may deduct amounts to compensate us for these liabilities from your Retirement Account or claim such amounts from you in other ways. We will advise you if we are going to do this and this will only happen if you have provided us with incorrect information, or not supplied us with requested information, about you or your tax and pensions affairs.

2. I confirm that if I am self employed any payments to the Retirement Account from my business/partnership account will be reimbursed as applicable.
3. I understand that no funds will be invested in the Retirement Account until Prudential receive my application forms and any other information they require. I understand that any funds will be returned if those forms and/or information are not received within 21 working days.

## If you've asked us to pay adviser charges

1. I authorise Prudential to act upon my instructions regarding the facilitation of adviser charges specified in the application for the Retirement Account. 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.
2. I authorise Prudential to accept instructions to reduce or stop paying the Adviser Charge from my adviser, on my behalf, but not to accept instructions to increase it from anyone but me.
3. I understand that any adviser charge not paid in line with HMRC guidance will result in unauthorised payments and tax charges for which I will be liable.
4. I agree that Prudential will stop payment of any adviser charges if it would result in an unauthorised payment and/or where they conflict with any applicable law or regulation.
5. Prudential shall be fully discharged of any liability for payments made in accordance with the application and any subsequent alterations to the instructions.

## Information we require you to give us on lifetime allowance and other tax matters

1. I undertake to advise Prudential if information provided in respect of my Retirement Account in relation to Lifetime Allowance, changes at any time after my application is submitted until such time as my Retirement Account closes.
2. Whether or not I have supplied any information on lifetime allowance used in other schemes, I undertake to inform Prudential immediately:
  - a) if I take any benefits from any other pension schemes, and/or;
  - b) if any other scheme notifies me that I have used lifetime allowance in relation to their scheme.

3. Where I have notified Prudential of my reliance on a lifetime allowance protection I will notify them immediately if this protection is lost or the level of that protection reduced. I also undertake to inform Prudential if I apply for and receive any form of lifetime allowance protection or lifetime allowance enhancement factor.
4. I declare that I have no intention of "recycling" any tax-free cash lump sum paid from the Retirement Account numbered above (i.e. investing the tax free cash in another pension contract in a way that would breach HMRC rules).

## If you're making regular or single contributions

1. I declare that
  - my total contributions to all UK registered pension schemes (schemes that attract tax relief) will not exceed the higher of
    - (i) my Relevant Earnings (broadly UK taxable earnings directly from a trade, or profession or employment) and
    - (ii) £3,600 (including tax relief), if my Relevant Earnings do not exceed £3,600.
  - if I cease to be a UK resident, for tax purposes or cease to be eligible for tax relief on any contributions that I am paying (because my earnings have reduced), I will write to Prudential to confirm this before the later of
    - (i) 30 days after the change, and
    - (ii) the 5 April at the end of the tax year when my circumstances change.
2. Where my employer has agreed to arrange contributions to my Prudential Retirement Account I have completed the employer contributions mandate on the basis I have agreed with my employer. I will confirm to my employer the amount and basis on which I have instructed Prudential that contributions will be paid to my Retirement Account. I confirm that I am a current employee of the employer named in my application.

Prudential will accept contributions from your employer in accordance with your instructions, but where what Prudential has accepted differs from what you have agreed with your employer this is your responsibility. Prudential will not be responsible for collecting any unpaid amounts from your employer or for reimbursing any overpaid amounts, compared to what you have agreed with your employer. Prudential will not check that your employer has paid the rate of contributions you have agreed with it.

You will tell Prudential immediately on leaving employment with that employer. Prudential will no longer accept contributions from your employer from the next scheduled payment date after you tell us that you have left their employment. Prudential will not be responsible for reimbursing any contributions made after you have left your employer if you do not tell Prudential in time to stop the contributions.

## Authorisation for your Financial Adviser

1. I authorise Prudential to accept instructions from my financial adviser named in the application for the Retirement Account. Prudential will accept instructions from my financial adviser except for an instruction to add or increase an adviser charge, change my National Insurance number, transfer some or all of my Retirement Account to another pension scheme or purchase an annuity.
2. I authorise Prudential to accept the provision of information relating to my tax affairs from my financial adviser named in the application for the Retirement Account or any replacement financial adviser as I may from time to time appoint, including but not limited to information relating to annual and lifetime allowances.
3. I will contact Prudential if I no longer wish my financial adviser to carry out transactions or provide information on my behalf.

## If you're making transfer payments

### Declaration to the existing pension provider

1. I authorise, instruct and apply to the current provider to transfer sums and assets from the plan(s) as listed in the application directly to Prudential and to provide any instructions and/or discharge required by any relevant third party to do so.
2. I accept that in order to comply with regulatory obligations, Prudential and the current provider named in this application may need to verify my identity and residential address, and may use credit reference agency searches and ask for my documents to verify my identity and address.
3. Until this application is accepted and complete, Prudential's responsibility is limited to the return of the total payment(s) to the current provider(s).
4. When payment is made to Prudential as instructed, this means that I shall no longer be entitled to receive pension benefits from the whole of the plan(s) listed in the application where the whole of the plan(s) is transferring, or that part of the plan(s) represented by the payment(s) if only part of the plan(s) is transferring.
5. I have read any information provided or made available to me by Prudential in connection with this transfer.

### Declaration to Prudential and the existing pension provider

1. I accept responsibility in respect of any claims, losses, expenses, additional tax charges or any penalties that Prudential and the current provider(s) may incur as a result of any incorrect, untrue, or misleading information in the application or given by me, or on my behalf, or of any failure on my part to comply with any aspect of the application.
2. I authorise the receiving provider, Prudential, any contributing Employer and any financial intermediary named in this application to obtain from each other, and release to each other, any information that may be required to enable the transfer of sums and assets to the receiving provider.

## Declaration to Prudential

1. I understand that no benefits arising as a result of this transfer are capable of commutation, surrender or assignment except as permitted by the Finance Act 2004.
2. I consent to Prudential's giving to or obtaining from the current provider, such further information as may be reasonably necessary for the installation and administration of any plan set up as a result of the transfer.

## How we use your personal information

We, Prudential UK (part of M&G plc), take the privacy and protection of your personal information seriously.

So we've set out below information about our processing of your personal information, what rights you have, and how you can get in touch if you want to know more.

When we say personal information, we mean information about you, such as your name, date of birth and contact details. 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.

## Part A – How we use your personal information and why

We, M&G plc and our Business Partners, will use the personal information you provide to us, together with other information, for the following purposes:

- the administration of our products and services, including to enable us to perform our obligations to you and to provide any relevant services as discussed with you prior to any purchase of a product or service
- complying with any regulatory or other legal requirements
- carrying out checks using agencies such as credit reference agencies, tracing companies, or publicly available information (See Part B for more)
- the provision of customer services – like to reply to a question, or tell you that something's changing
- automated decision-making or profiling (see Part C for more)
- keeping your information on record and carrying out other internal business administration

In addition, we, M&G plc and our Marketing Partners, will use the personal information you provide to us, together with other information, to send you direct marketing offers by electronic and non-electronic means including by post, as well as sending you introductions to products and services from carefully selected third parties also by post. Please see Part G for further details.

Some of the purposes above are necessary to allow us to perform our contractual obligations to you and to enable us to comply with applicable laws and regulation. We may also rely on legitimate interests or other legal bases in using and sharing your personal information for the purposes described above to improve our products and services. This allows us to explore ways to develop our business and to gain insights into how our products and services are used. To the extent that we need your consent to use your personal information for the purposes described above, you explicitly provide your consent by signing and returning this form, or as set out in Part G as appropriate.

## Who we share your personal information with and why

We may share your personal information within M&G plc and with our Business Partners, for any of the purposes set out in Part A. If you have a joint policy or investment, the other person may receive your personal information too. If appropriate, we may also pass on your personal information to financial crime prevention agencies, any legal, regulatory or government bodies.

As we, M&G plc and some of our Business Partners are global companies, we might need to send your personal information to countries that have different data protection laws to the UK or the European Economic Area. These transfers will only be to countries in respect of which the European Commission and, where applicable, the UK Government has issued a data protection 'adequacy' decision, or to other countries, such as India or the United States of America, but only where appropriate safeguards have been put in place first. In more limited circumstances, we may also need to rely on a derogation under applicable privacy laws.

If you want to know more about these safeguards – like our use of the European Commission's or UK's Model Clauses which govern the transfer of information outside of the European Economic Area and UK respectively – further information is available on request.

## We keep your personal information for a set amount of time

Your personal information will be stored either for as long as you (or your joint policyholder) are our customer, or longer if required by law or as is otherwise necessary. It'll always be in line with our data retention policy.

## Part B – Reference checks

For certain products, we may use approved credit reference agencies, tracing companies, financial crime prevention agencies, or publicly available information, to help us to check your identity, as well as to prevent fraud and money laundering; this may include checks on your current or previous addresses. Results of these may be recorded for future reference.

These checks may also be carried out for a joint policy holder or person(s) that you provide personal information on. Should we ever lose contact with you, we may use these agencies to verify your address to help us get back in touch.

Any transfer of your personal information will always be done securely.

## Part C – We may use your personal information to make automated decisions or profile you

We, M&G plc our Business Partners, and our Marketing Partners may use your personal information to make automated decisions affecting you or to conduct other profiling (for example, marketing profiling).

To the extent that we conduct such automated decision making activity, we'll provide you with further information at the appropriate time.

## Part D – Use of your sensitive personal information

For certain products or services, we'll need to process your sensitive personal information, such as information relating to health, genetics, biometric identifiers and sexual orientation. To the extent that we need your explicit consent to process this kind of personal information in the manner described in Parts A, B, and C, you explicitly provide your consent by signing and returning this form.

## Part E – You're in control

When it comes to how we use your personal information, you've got the right to:

- request a copy of your personal information for free (we may charge you for this if the request is manifestly unfounded or excessive)
- in certain circumstances request that we move your personal information to another organisation if you want us to
- request that we correct anything that's wrong, or complete any incomplete personal information
- ask us to delete your personal information if it is no longer needed for the purposes set out in Part A or if there is no other legal basis for the processing
- limit how we use your personal information or withdraw your consents (including automated decision making) you have given for the processing of your personal information
- object to us using your personal information for direct marketing (including related profiling) or other processing based on legitimate interests
- complain to a data protection authority or another independent regulator about how we're using it.

If you want to do any of these things, or would like an explanation as regards these rights, we've explained how you can get in touch in the Contact Us section.

If you do need to speak to us, it'll be useful to have to hand that the data controller of your personal information is Prudential UK. Prudential UK have also appointed a Data Protection Officer who can be reached at the address shown in the Contact Us section of this document.

We may monitor or record calls or any other communication we have with you. This might be for training, for security, or to help us check for quality.

## Part F – Acting on someone else’s behalf?

If you give us personal information about another person (or persons), we’ll take that to mean they have appointed and authorised you to act on their behalf. This includes providing consent to:

- our processing of their personal information and sensitive personal information (as we’ve explained in Parts A, B, C, and D above)
- you getting any information protection notices on their behalf.

If for any reason you are concerned as to whether you are permitted to provide us with the other person’s information, please contact us on the phone number below before sending us anything.

## Part G – Direct marketing

We and M&G plc will still send you information by post about the Prudential UK and M&G plc’s products and services and carefully selected third parties.

Additionally, from time to time, Prudential UK and M&G plc would like to contact you by electronic means with details about products, services and any special offers. Please note that any consent you give will not apply to M&G Investments Group and Prudential International Assurance plc as they operate their own customer databases and may contact you separately.

If you consent to us contacting you for this purpose by electronic means, please tick to say how we may contact you (tick as many or as few as you like):

Email  Phone  Text

And if you change your mind, and/or you would like to opt-out of receiving non-electronic direct marketing, it’s easy to let us know. Just call us on 0800 000 000.

## Contact us

If you want to exercise your rights in Part E or if you require any other information about any other part of this notice, you can contact us in a number of different ways.

Write to us at: Customer Service Centre  
Prudential  
Lancing  
BN15 8GB

Call us on: 0800 000 000

Or visit: [pru.co.uk](http://pru.co.uk)

Prudential UK means The Prudential Assurance Company Limited, Prudential Distribution Limited, Prudential Life Time Mortgages Limited, Prudential Pensions Limited, and M&G Wealth Advice Limited as appropriate.

M&G plc means any affiliates of Prudential UK (including, Prudential International Assurance plc, PGDS (UK ONE) Limited, M&G Global Services Private Limited, M&G Investments Group, and Prudential Corporate Pensions Trustee Limited.

Business Partners means our service providers, accountants, auditors, IT service and platform providers, intermediaries, reinsurers, retrocessionaires, investment managers, agents, pension trustees (and other stakeholders), scheme advisors, introducers, selected third party financial and insurance product providers, and our legal advisers.

Marketing Partners means our service providers, intermediaries, pension trustees (and other stakeholders), scheme advisors, introducers and selected third party financial and insurance product providers.

You must return all the pages of this declaration together once it has been signed and dated to Prudential, Lancing BN15 8GB. Failure to do this may result in the application being delayed.

Signature of applicant or legal guardian if applicant under 18

Date signed

(DD/MM/YYYY)

Prudential as administrator agrees to administer the Prudential Pension Scheme as required by the rules of the scheme.

Prudential UK means The Prudential Assurance Company Limited, Prudential Distribution Limited, Prudential Life Time Mortgages Limited, Prudential Pensions Limited, and M&G Wealth Advice Limited as appropriate.

M&G plc means any affiliates of Prudential UK (including, Prudential International Assurance plc, PGDS (UK ONE) Limited, M&G Global Services Private Limited, M&G Investments Group, and Prudential Corporate Pensions Trustee Limited.

Business Partners means our service providers, accountants, auditors, IT service and platform providers, intermediaries, reinsurers, retrocessionaires, investment managers, agents, pension trustees (and other stakeholders), scheme advisors, introducers, selected third party financial and insurance product providers, and our legal advisers.

Marketing Partners means our service providers, intermediaries, pension trustees (and other stakeholders), scheme advisors, introducers and selected third party financial and insurance product providers.

[pru.co.uk](https://pru.co.uk)

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