

## RELATIONSHIP BETWEEN THE COMPANY AND THE AGENT

This form establishes the terms and conditions of business which the Financial Adviser (and its appointed representatives, as defined in section 39 of the Financial Services and Markets Act 2000), on acceptance of these terms, will act as the Agent (the "Agent") when introducing business to EBS Pensions Limited, trading as Embark Pensions (the "Company") to enable their customers (the "Client") to make transactions using their Self Invested Personal Pension (SIPP). As well as governing the relationship between the Agent and the Company they are the only conditions and therefore shall be considered to be binding.

The Company is regulated by the Financial Conduct Authority (FCA Reg 476409) to establish, administer and wind up personal pensions including SIPPs. The Company does not give financial advice to clients.

Acceptance by the Company of an application by the Agent is at the complete discretion of the Company and the Company reserves the right not to accept an application without giving a reason why.

Once acceptance has been ratified then the contractual relationship between the Agent and the Company will commence.

The Company does not confer exclusive rights on the Agent. In all aspects of the SIPP service and the advice provided on products and investments which form each Client's portfolio, you will act as agent to the Client who you have introduced as the financial adviser to the client but not as the agent of the Company. This shall not affect the personal responsibility of the Agent to the Company as governed by the terms of the relationship. The Agent may also act as principal if so authorised, pursuant to the Financial Services and Markets Act 2000 (the "Act") and all rules and regulations under it (as amended from time to time). This shall not affect the rights and obligations of the Company and the Agent as governed by the terms of the relationship.

The Agent shall be presumed by the Company to be acting on behalf of the Client once the application has been accepted until such time that the Company is advised by the Agent or Client. The term of the relationship shall not affect the obligations in place between the Client and the Agent. The Agent warrants that the information given by it in the application form is true and complete in all aspects. The Agent shall advise the Company promptly upon learning that such information is untrue or misleading or could be contrary to the guidelines set out by the Joint Money Laundering Steering Group.

## Undertakings

After having its application accepted, the Agent undertakes and the Company shall permit the Agent to carry out its services in relation to guiding and advising the Client with regard to the permitted investments allowed by Embark Pensions subject to the following:

- a) The Agent will ensure that the Client always has a copy of the most recent terms and conditions of the Option SIPP as well as access to the frequently asked questions and associated guides provided by the Company.
- b) The Agent agrees to act at all times with probity and professionally carry out all due diligence to ensure that they provide best advice to their Client throughout the period in which the Client is a member of the Option SIPP.
- c) The Agent agrees to follow all procedures and protocols as communicated by the Company in relation to the Option SIPP and subsequently pass this information to the Client via suitable and accessible media. The Agent also undertakes to promptly pass any information from the Client to the Company where it is so required for investment or compliance purposes.
- d) The Agent accepts that it is their sole responsibility to ensure (within the scope of duties under the Act) that the products and underlying investments or prospective products or investments are suitable for its Client.
- e) A member of the Option SIPP can only invest in those investments permitted by Embark Pensions. The assets have to meet the FCA standard asset criteria in accordance with IPRU-INV 5.9.1R and be capable of being accurately and fairly valued on a daily basis and readily realised within 30 days. If you are unsure as to whether a proposed/chosen investment will meet this criteria please get in touch with us. It is yours and your client's responsibility to ensure that selected investments are approved by Embark Pensions before a SIPP application is submitted.

Should Embark Pensions become aware, or are not satisfied, or should an asset become non-standard they may instigate immediate disposal without the need for consent of the client or the Agent.

If it is subsequently discovered that the Agent has advised the client to invest in a non-standard product then the Agent will be deemed to be liable for any consequences from said advice.

- f) The agent only allow the purchase of an investment if they are able to supply Embark Pensions with a reasonable market value, as set out in Sections 272 and 273 of the Taxation of Chargeable Gains Act 1992, upon request. Should an asset be purchased which falls outside these definitions and in line with clause 9, the agent will be expected to dispose of the asset, inform Embark Pensions immediately and cover any losses the client may face due to the nature of the investment.

The agent may only allow the purchase of an investment if, in your professional opinion, it will be possible to readily realise the investment within 30 days of a request to do so.

- g) Where the client appoints a Discretionary Manager to advise or manage upon all or part of their SIPP portfolio (the "Discretionary Manager") the Agent undertakes that prior to such appointment it will provide the Client with advice as to the choice of the Discretionary Manager which includes investment objectives to be followed, charges and area of specialism. Whilst the Agent remains appointed by the Client they agree to undertake all necessary due diligence to ensure that the Discretionary Manager remains suitable for their requirements as well as monitoring their suitability with regards to results and performance. They agree to inform the Company immediately if they have any concerns about the performance of the Discretionary Manager.
- h) The Agent agrees to act promptly upon receipt of their Client's instructions in relation to their SIPP portfolio and will only deal upon that portfolio on the implicit instructions of the Client in relation to the Terms and Conditions of the Option SIPP. The Agent agrees to promptly provide the Company with the necessary documentation and adequate time to allow the Company to carry out the Client's instructions with regard to placing / selling a SIPP investment. The Agent will agree not to act on any instruction which is contrary to the permitted investments for a SIPP and is prohibited in any way by any applicable laws or the Act including but not limited to by relevant law or regulation.

For the avoidance of doubt written instructions, by mail, fax or email can only be considered received by the Company on written acknowledgement by the Company. If no acknowledgment is received it is the responsibility of the Agent to contact the Company by phone to ensure the instruction has been received.

- i) The Agent shall comply with all statutory and Company imposed requirement in relation to money laundering prevention.

- j) The Agent shall not sign or amend any documents on behalf of the Company, nor make any statements, promises or representations of any kind on behalf of the Company or any employee or director of the Company. The Agent shall not hold itself out as having authority to make any such representation or bind the Company in any way.
- k) The Agent undertakes to provide accurate information to its Client. The Company is not obliged to check the accuracy of such information and is not liable for any inaccuracies.
- l) All information provided through the Portal will be used in accordance with the Agent Privacy Policy which is available on our website.

#### **Indemnity and Liability**

The Agent will indemnify and keep the Company indemnified, and its agents and delegates, against direct losses as a result of any or all of the following:

- a) Any failure by the Agent to comply with any applicable laws, confirmations, undertakings, warranties and other liabilities undertaken under the relationship.
- b) Loss due to untrue, inaccurate or incomplete information having been given by, or on behalf of the Agent, or a failure to advise the Company of previous information becoming untrue or incomplete
- c) Any breach by the Agent of any terms of the relationship.

The Company will only be liable to the Agent for losses arising directly as a result of negligence, fraud or wilful default by it. In no event shall the Company be liable for special, incidental or consequential damages or losses, including loss of profit or business or investment opportunity. This indemnity is a continuing obligation and will continue after the Agent ceases to act in the relation to a particular SIPP client or has no ongoing relationship with the Company.

#### **Financial Adviser Status and Authority**

- a) The Agent warrants that it has full authority to act on the Client's behalf. The Agent shall advise the Company as soon as it ceases to be the agent of the Client.
- b) The Agent warrants to the Company it is and will during the life of the relationship remain authorised to conduct investment business in terms of the Act.

- c) The Agent agrees that it will comply with the regulatory and legal obligations and inform the Company of any failure to do so. In particular it undertakes to maintain the appropriate approvals under the Act and to inform the Company if such approvals lapse or are withdrawn.
- d) The Agent agrees to comply with the provisions of the Act and of its regulatory body and in particular to observe the appropriate cooling off periods, the need to provide best advice and the "know your customer" rules.
- e) Any payments or the terms and conditions upon which they are made to the Agent may be subordinated to the provisions of the Act and rules thereunder.

#### **Embark Pensions undertaking to Financial Adviser**

- a) Embark Pensions agree that they shall respect the relationship between the Agent and the clients they introduce.
- b) Embark Pensions will not approach the Agent's Clients with any other product or investment opportunity.
- c) Embark Pensions will not pass onto the Agent's Clients details to any company outside of the Embark Group.

#### **Remuneration**

The Company shall pay to the Agent any fee due for the service provided to the Client in line with the fees agreed between themselves and the Client in the application form or after the express approval of the Client and only under the signatory of the client. Should the Agent be removed from the FCA Register, any remuneration will cease immediately.

The Company has a decency limit policy in place. Initial remuneration decency limits are set at 4% or £30,000 and ongoing remuneration is set at 1.5% or £30,000.

If you intend to take remuneration over and above these decency limits you will be required to supply the company with additional information regarding the work involved in the case.

#### **Data Protection**

The Company, unless informed otherwise by the Agent, shall be entitled to use any information or aggregated data held by it for the purposes of conducting market research, preparing strategic or other marketing plans, or gauging product sales or performance of the Company.

Data in respect of the Clients in relation to their Option SIPP, and the Agent in relation to their agreement with the Company, will be held both electronically and on paper file in accordance with the General Data Protection Regulation (GDPR). The Agent and the Client both have the right to receive a copy of this information, free of charge and within 30 days. Please refer to the Privacy Policies for further information.

Both the Company and the Agent, their agents and their delegates

shall, subject to the above, all respect the confidentiality of the respective business of the other and company with all applicable data protection laws.

Each party shall indemnify the other party, and shall keep them indemnified, against all losses arising out of or in connection with any breach by that party of the provisions of this agreement.

#### **Introducers and Lead Generation**

- The Agent is fully aware of FCA initiatives and practices required for Introducers.
- The Agent carries out robust due diligence on introducers that they transact with.
- The Agent regularly reviews and ensures that their systems and controls are adequate to demonstrate that they have full and complete ownership of the advice they are providing to the Client.
- The Agent must ensure the suitability of investments for the Client.
- The Agent will not allow another entity – regulated or not – to use their FRN on their behalf unless the IFA is satisfied they are doing so appropriately.
- The Agent will only delegate the performance of regulated activities to other authorised firms that have the required permissions or who are an Appointed Representative of the IFA, and conduct appropriate monitoring.

#### **VARIATION**

The Company reserves the right to vary these terms and conditions subject to one month's prior notice in writing being given to the Agent except in circumstance where changes in applicable laws or the rules of a relevant regulatory body or authority are required to take effect earlier than that date, in which event notice of variation will be given as soon as reasonably possible. Unless due to legal or regulatory requirements, any change shall not affect the Company's or the Agent's accrued rights and obligations.

**Termination**

The relationship may be terminated by either party on giving one month's written notice to the other.

The relationship may be terminated with immediate effect by the Company without liability on its part in the event of one or more of the following occurring:

- a) Any material breach by the Agent or any person or body for which it is responsible of any of the provisions of the terms of the relationship.
- b) Revocation or suspension of the Agent's authorisation under the Act, permit or approve, by any relevant body or governmental authority.
- c) The Agent engaging in any act of wilful misconduct which in the opinion of the Company is, or is likely to be, prejudicial to the Company's interest.
- d) Cessation or suspension of the Agent's business or material litigation or reconstruction involving such business.

**Notice**

Any letter or other document shall be deemed to have been duly served on the Agent if it is sent by post to or left at the address of the Agent as set out above or as subsequently notified by the Agent to the Company in writing. Notice to the Company shall be in writing and shall, to have been validly given, require to have been given to the registered office of the Company and to have been marked for the attention of the Company Secretary by personal delivery or by first class recorded delivery postal service. The notice period shall be deemed as commencing on the day of personal delivery or three days after posting in the case of first class recorded delivery postal service.

**Governing Law**

This agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## 1. AGENT DETAILS

Name of Company:

Trading Names:

Full Address:

Number of Regulated Agent's:

Contact Name for Payment Enquiries:

Telephone Number:

Fax Number:

Company Contact Email Address:

*We will use this email address to send you notifications about our online systems, as well as literature changes and other important company announcements.*

FCA Number:

Adviser Network:  
*(If applicable)*

If you are an appointed representative of another firm, please provide the name of your principal company:

If you use any research tools please can you specify which ones:

Where did you hear about us?

How do you generate new business? *(please feel free to tick more than one)*

Word of mouth/referrals Marketing	Lead generation companies	Other <i>(please specify)</i>
--------------------------------------	---------------------------	----------------------------------

Do you have any connections via people, corporate structures or premises to any investment manager or product/ fund provider?

Yes

No

If yes, please provide details:

What level of professional indemnity insurance do you hold per annum per single limit and in aggregate and what is your policy excess per claim?

Level of professional indemnity insurance:

Policy excess:

Do you advise on defined benefit transfers?      Yes                                      No

If yes, please provide details of how much of your advised sales this represents per annum:

Do you see this changing in future?                      Yes                                      No

If yes, how many authorised staff within the business hold the appropriate qualification to advise on defined benefits transfers:

## 2. INVESTMENT STRATEGY

Please tick the boxes below to inform which investments you will be selecting within the SIPP.

<input type="checkbox"/> Platform/Wrap	<input type="checkbox"/> Advisory stockbroking	<input type="checkbox"/> Commercial property	<input type="checkbox"/> Funds <i>(direct not via a platform)</i>
<input type="checkbox"/> DFM/Model Portfolios	<input type="checkbox"/> SIPP deposit accounts	<input type="checkbox"/> Structured Deposits	

Will you be running/managing portfolios on behalf of any Option SIPP clients?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, will this be on a	<input type="checkbox"/> Advisory basis	<input type="checkbox"/> Discretionary basis
---	------------------------------	-----------------------------	---------------------------	---	--

If you are running/managing portfolios, please send an example portfolio alongside our agent registration form.

We appreciate financial advisers work with a large amount of investment companies, however, please can you detail some of the companies that you will be using with us.

Investment Company	Investment Type
--------------------	-----------------

## 3. BANK ACCOUNT DETAILS

Account Name:

Account Number:

Sort Code:

Building Society Reference:

Payment Instructions:

*(e.g. reference to be quoted with payments)*

## 4. AGREEMENT

EBS Pensions Limited, trading as Embark Pensions agrees that where appropriate instructions have been received from Scheme Members of the Option SIPP and until notification by the Scheme Member to the contrary, any agreed fees to the above Agent will be paid electronically from the Scheme to the bank account detailed above. Initial fees will be paid once sufficient funds are available in the Scheme Member's bank account and annual fees will be paid on or around the anniversary the Scheme Member was admitted to the Scheme. Unless VAT is payable, an invoice will not need to be received by us prior to the payment being made.

### Signed on behalf of agent

Signature:

Position:

Date:

### Signed on behalf of EBS Pensions Limited, trading as Embark Pensions

Signature:

Position:

Date:

Agent Number:

## 5. ONLINE USERS

So that we can create all the correct users on our online systems, please first inform us of any advisers at your company that would like online access.

There is a table for administrator and paraplanner log ins who would also like online access. In this table you will be able to inform us if the administrator or paraplanner looks after specific advisers so that we can allow the correct access levels for your team.

### Adviser Users

	Adviser Name	Adviser FCA Ref	Email Address	Branch
<i>Example</i>	<i>Mr David Smith</i>	<i>DS000015</i>	<i>dsmith@adviser.co.uk</i>	<i>London</i>

Adviser 1:

Adviser 2:

Adviser 3:

Adviser 4:

Adviser 5:

Adviser 6:

Adviser 7:

Adviser 8:

Adviser 9:

Adviser 10:

Adviser 11:

Adviser 12:

**Paraplanner and Admin Users**

	Name	Paraplanner/Admin	Adviser Access	Email Address
<i>Example</i>	<i>Julie Price</i>	<i>Paraplanner</i>	<i>Adviser 1, 4 &amp; 8</i>	<i>jprice@adviser.co.uk</i>
Adviser 1:				
Adviser 2:				
Adviser 3:				
Adviser 4:				
Adviser 5:				
Adviser 6:				
Adviser 7:				
Adviser 8:				
Adviser 9:				
Adviser 10:				
Adviser 11:				
Adviser 12:				



## INTRODUCTION

We are committed to protecting and respecting the privacy of you and your clients.

This policy (together with any other documents referred to in it) sets out the basis on which any personal data we collect from you as an IFA, or that you provide to us regarding yourself, will be processed. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting the website you are accepting and consenting to the practices described in this policy.

For the purpose of the General Data Protection Regulation (EU) 2016/679 (the Act), we are what is known as the 'controller' of personal data we gather and use. When we say 'we' or 'us' in this notice, we mean EBS Pensions Limited, trading as Embark Pensions and Embark Pensions Trustees Limited of Dunscair House, Deakins Business Park, Egerton, Bolton BL7 9RP.

## WHY DO WE NEED TO COLLECT AND USE YOUR PERSONAL DATA?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you and we will only use your personal data where there is a legal obligation and where it is permitted by the laws that protect your privacy rights.

The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also be unable to fulfil our legal and regulatory obligations. We do not need your consent to use your personal data where the law otherwise allows us to use it.

If you fail to provide information when requested, we will not be able to enter into a contract with you as we will be prevented from complying with our legal obligations (such as to comply with our regulatory requirements).

## HOW DO WE COLLECT INFORMATION ABOUT YOU?

We will obtain your data in different ways;

- directly from you, for example when you fill out an Agency Registration Form or input information into our website, contact us by email or telephone;
- during the IFA onboarding process (including due diligence, credit and money laundering checks);
- Information collected on an aggregate basis using 'Cookies' as you and others browse our website.

## WHAT ARE COOKIES?

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that website's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.

We use cookies on our website to personalise the experience of our visitors and to support some necessary functions. We also use cookies to better understand how our visitors use our Website.

You also have choices with respect to cookies. By modifying your browser preferences, you also have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. However, please note that if you reject some or all cookies, your experience at this and on other sites throughout the Internet may not be complete or may not benefit from some of the time-saving or customisable features.

For further information visit <http://www.allaboutcookies.org/>. This website will give you detailed step-by-step guidance on how to control and delete cookies depending on your browser type. You can adjust your browser settings to your preferred level of protection.

Also, the Cookie Policy on our website will provide additional details.

## GOOGLE ANALYTICS & RE-MARKETING

Our websites use Google analytics and Google's re-marketing technology. This technology enables users who have already visited our online services and shown interest in our services to see targeted advertising on Google partner network websites. Likewise, users that are similar to the visitors of our websites can be addressed. The advertising will be displayed through the use of web cookies. Using cookies, the user behaviour on a website can be analysed and subsequently utilised to provide targeted product recommendations and advertising based on the user's interests.

If you would prefer to not receive any targeted advertising, you can deactivate the use of cookies for these purposes through Google. Alternatively, users can deactivate the use of cookies by third-party providers by visiting the Network Advertising Initiative's deactivation website.

Please note that Google has its own data protection policy, which is independent of our own. We assume no responsibility or liability for their policies and procedures. Please read Google's privacy policy before using our websites.

## WHAT INFORMATION DO WE COLLECT ABOUT YOU?

In the course of our relationship with you, we will collect, store, and use the following categories of personal data about you:

### Information you give us

- Personal information, not limited to your name, contact details, financial information and other information collected when you apply to become an agent of Embark Pensions ("Information").

On each of your visits to the website we may automatically collect the following information using cookies:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from the website (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

## HOW DO WE USE INFORMATION ABOUT YOU?

We use information held about you in the following ways:

### Information you give us

We will use this information:

- to process your application to become an agent of Embark Pensions;
- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- to comply with our legal and regulatory obligations;
- to notify you about changes to our products or services;
- to ensure that content from the website is presented in the most effective manner for you and for your computer.

### Information we collect via cookies

We will use this information:

- to administer the website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve the website to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep the website safe and secure.

### Information we share with third parties

We do not share or otherwise disclose any personal information, including your name, address, or e-mail addresses with other organisations (other than where you have indicated your consent for us to do so). Only Embark Pensions staff and our authorised agents have access to personally identifiable information provided by visitors to our Website.

We will share your personal data with third parties where required by law, or where it is necessary to fulfil our contract with you or where we or the third party has a legitimate interest and it is fair and reasonable in the circumstances to share the information. We will only share your personal data to the extent needed for those purposes.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

As we develop our business, we may seek investment, restructure our business, or sell assets, shares or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or any dissolution.

We may also disclose your Information to third parties if we are under a duty to disclose or share your personal data to comply with any legal obligation or in order to enforce or apply our terms and conditions and other agreements or protect the rights or property of Option SIPP, our customers, or others. This includes exchanging information with other companies and organisations for fraud protection and credit risk reduction.

Where third parties are involved in processing your data we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they'll only act in accordance with our written instructions.

### HOW DO WE PROTECT YOUR INFORMATION?

The security and confidentiality of your information is extremely important to us.

We use technical, administrative, and physical security measures to seek to protect your information from unauthorised access and improper use. We may update our security measures from time to-time to ensure we are using new technology and safety methods. However, the internet is an open medium and we cannot guarantee that any information you send to us by email or via our sites will not be intercepted or tampered with; any transmission is at your own risk.

You also have a responsibility to protect against unauthorised access to your user name and password to your account and to your computer. You must not disclose your username and password to anyone else and you shall be personally responsible for any activity on the site which relates to your login details. Always sign off when completing any activity on your account and when finished using a shared computer.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your personal data in transit.

### What about other websites linked to our website?

We are not responsible for the practices employed by websites linked to or from our Website nor the information or content contained therein. Often links to other websites are provided solely as pointers to information on topics that may be useful to the users of our Website or are submitted by other Registered Users of the Website.

Please remember that when you use a link to go from our Website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including websites which have a link on our Website, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding.

### WHERE DO WE STORE YOUR PERSONAL INFORMATION?

In the majority of circumstances, the data that we collect from you will be stored at a destination within the European Economic Area (EEA), and not transferred outside of the EEA.

We do use some companies that may store your data outside of the EEA, such as mailchimp and Zendesk who are based and store your data in the U.S., but this information will be minimal, i.e. your email address. Also, as a part of our responsibilities we will ensure any company based outside of the EEA party to your data is able to demonstrate compliance with EU privacy regulations. For example, mailchimp and Zendesk are both a part of the EU-U.S. Privacy Shield Framework. For more information regarding the Privacy Shield Framework please refer to [www.privacyshield.gov](http://www.privacyshield.gov).

In all circumstances, we will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

### YOUR RIGHTS

You have various rights in respect of the personal data we hold about you – these are set out in more detail below:

- **Right to object:** You can object to our processing of your personal data where we are relying on a legitimate interest (or the legitimate interests of a third party) to process your personal data and there is something about your particular situation which makes you want to object to processing on this ground.
- **Access to your personal data:** You can request access to a copy of your personal data that we hold, along with information on what personal data we use, why we use it, who we share it with, how long we keep it for. You can make a request for access free of charge.
- **Consent:** Most of the time, we won't need your consent to use your personal data as we will be using it only to fulfil our obligations to you. There are limited circumstances where we may ask for your consent to process your information. Where you have given us your consent to use personal data, you can withdraw your consent at any time.
- **Rectification:** You can ask us to change or complete any inaccurate or incomplete personal data held about you.
- **Erasure:** You have the right to request deletion of your personal data, also known as the right to be forgotten.
- **Portability:** You can ask us to provide you or a third party with some of the personal data that we hold about you in a structured, commonly used, electronic form, so it can be easily transferred to you or a third party.
- **Restriction:** You can ask us to restrict the personal data we use about you where you have asked for it to be erased or where you have objected to our use of it.

### How can you access and correct your information?

You have the right to request a copy of the information that we hold about you free of charge. If you'd like a copy of some or all of your personal information, please email or write to us using the contact details noted below and we will respond within 30 days.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect using the contact details below.

### How long do we keep hold of your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we're subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us. Please note that in the event of a pension transfer we are required to hold client records indefinitely.

We will hold your records for a minimum of 7 years after the end of our relationship with your last active client with us and longer where necessary in the event of active or potential legal proceedings, or to resolve or defend potential claims.

You have the right to request deletion of your personal data and we will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

### What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

### Changes to our Privacy Policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail – but please realise updates to this policy are not emailed as a matter of course. So please check back frequently to see any updates or changes to our privacy policy.

### Contact us

Please send any questions or comments about this policy to:

Embark Pensions  
Dunscar House  
Deakins Business Park  
Egerton  
Bolton  
BL7 9RP

Or email us at [customerservices@embarkpensions.co.uk](mailto:customerservices@embarkpensions.co.uk).