

AJ Bell Pension Finding Terms and Conditions

These terms apply to your use of the AJ Bell Pension Finding feature we provide (the **Services**). Please read these terms carefully and in full each time before using the Services. If you do not agree to these terms, you can't use the Services.

The Services are provided by AJ Bell Management Limited (**AJ Bell, we, us**), which is authorised and regulated by the FCA with registration number 211468 and whose registered office is 4 Exchange Quay, Salford Quays, Manchester M5 3EE.

We use Raindrop Technologies Holdings Ltd (**Raindrop**) to help us deliver the pension finding element of the Services. Raindrop (FRN: 1003844) is authorised and regulated by the Financial Conduct Authority. Their registered office address is Runway East London Bridge, 20 St. Thomas Street, London SE1 9RS. Raindrop will only handle your data to the extent needed to assist us in delivering the pension finding element of the Services to you and in accordance with applicable data protection laws. Raindrop's privacy policy can be found [here](#).

This means that where we refer to "we" or "us" in these terms, it may indicate Raindrop completing the action on our behalf. However, while the relevant part of the pension finding element of the Services is provided to you directly by Raindrop, your contractual relationship when you use the Services is with AJ Bell.

1. Using the Services

- 1.1 To use the Services, you must be an individual aged 18 or older, who is a UK resident for tax purposes and has been employed, self-employed or a worker in the UK.
- 1.2 We don't charge you to use the Services. Any charges applied for other products or services we provide to you under separate terms are unaffected.

- 1.3 To start using the Services, you will need to initiate a pension finding request on our website (a **Pension Finding Request**). For each Pension Finding Request, you will be asked to provide (or confirm) your personal and contact details, and you will be asked to provide details of your former employer and/or the details of the pension provider.
- 1.4 It is your responsibility to check the details of your Pension Finding Request carefully before submitting it and correct any errors as needed. If any information is missing, we may not be able to carry out the search but we will let you know where that's the case.
- 1.5 By submitting a Pension Finding Request, you are deemed to have agreed to these terms, which apply to each Pension Finding Request you submit.
- 1.6 We can only search for your pensions in your name and you can't use the Services on behalf of someone else.
- 1.7 By using the Services, you represent and confirm that:
 - (a) you will not use our Services for any fraudulent, unlawful or abusive purpose; and
 - (b) all information you provide while using the Services is your own and you are authorised to provide it.
- 1.8 If you have any questions about these terms or the Services we provide to you, please contact us by email at help@ajbell.co.uk. We will try our best to help you but we are not able to provide financial, investment, tax or legal advice.

2. Pension Finding Requests

- 2.1 We will confirm our acceptance of your Pension Finding Request by email to the address you have provided.
- 2.2 We will let you know if we can't accept your Pension Finding Request or otherwise carry out the Services. This is typically for the following reasons:
 - (a) where your Pension Finding Request relates to pension arrangements that: (i) are active, i.e. still receiving or being credited with regular monetary payments or contributions to it; (ii) relate to public sector employment; (iii) relate to an employment period of 3 months or less (or an employment period of 2 years or less if the period was before the year 2000); (iv) relate to an employment before the year 1990; or
 - (b) where your Pension Finding Request relates to pension arrangements where you were younger than 22 years of age at the end of the relevant employment period.
- 2.3 We'll start looking for your pensions after we email to confirm your Pension Finding Request. We will let you know what we have found but it is important to note that it takes time for pension schemes to respond to requests. We will respond to you promptly when we have received the information from the pension scheme.
- 2.4 We will provide you with access to a dashboard via the website to track the progress in relation to your Pension Finding Request.
- 2.5 If there is any change to the way we hoped to respond to your Pension Finding Request, or if a pension provider or other third party does not respond on the information you have provided us, or if they request further information, we will let you know.
- 2.6 If we find more than one pension with the information given to us in your Pension Finding Request, we will let you know. We'll also let you know if we find pension schemes or arrangements which were not covered in your Pension Finding Request.

- 2.7 We take reasonable measures to ensure the accuracy of the information we provide you but we are reliant on the information provided to us by third parties, which means that we are unable to guarantee the accuracy of information from third parties in relation to your existing pensions. We do not accept liability for any default or mistakes by any third party who has provided information to us about your pensions or any resulting mistakes or inaccuracies.

- 2.8 The Services are concluded when you have been sent the result of the search, or if later, the point at which you ask us to consolidate the pensions we have found.

3. Consolidating your pensions with AJ Bell

- 3.1 You have two options to consolidate the pensions we find in response to your Pension Finding Request with AJ Bell, which are as follows:
 - (a) the AJ Bell Ready-made pension, which involves an instruction from you at the time you submit your Pension Finding Request for us to automatically transfer any eligible pensions we find to your AJ Bell Ready-made pension, which will be subject to the AJ Bell Ready-made pension account terms and conditions (as updated and amended from time to time), a copy of which can be found on our website.
 - (b) the AJ Bell SIPP, where you elect to transfer pensions we find to your AJ Bell SIPP. If you want to consolidate your pensions with AJ Bell but do not already have an AJ Bell SIPP account, you need to first apply for an AJ Bell SIPP account, which will be subject to the AJ Bell SIPP account terms and conditions (as updated and amended from time to time), a copy of which can be found on our website. Your request to transfer will be subject to those terms.
- 3.2 In some circumstances, the positive result from your Pension Finding Request will note that your pension is potentially eligible for consolidation. This is typically where your pension has a defined or safeguarded benefit or other benefits protections or restrictions. We will tell you if this happens and explain what further action you would need to take before you can instruct us to consolidate your pension.

- 3.3 We may also require further information from you before we can carry out your instruction to consolidate your pension and may not be able to accept your instruction until you have supplied it. We will not be responsible for any related delay in the provision of your instructions.
- 3.4 It is important that you read and understand all of the information presented to you before you instruct us to consolidate your pension. This includes being aware of and accepting full responsibility for the consequences of consolidating any pensions that have a defined or safeguarded benefit or other benefits protections or restrictions. If you are unsure, we recommend that you speak with an authorised financial adviser.
- 3.5 Your pension won't be eligible for consolidation if:
- (a) it relates to a non-UK pension scheme;
 - (b) it has no transfer value;
 - (c) it is a pension with safeguarded benefits worth more than £30,000 and you have not received financial advice specifically stating that to transfer this pension is in your best interest;
 - (d) we haven't been able to locate it or obtain sufficient details from the provider to transfer it;
 - (e) you are receiving contributions from your current employer to that pension; or
 - (f) you are already receiving retirement income from that pension.
- 4. Your personal information**
- 4.1 Each time you submit a Pension Finding Request you agree to allow us, and the select third parties we use to help us provide the Services, to use personal information about you in connection with the provision of the Services to you. This includes sharing your personal information with pension providers and other third parties for the purposes of identifying your pensions.
- 4.2 Where you are not automatically transferring pensions to your AJ Bell Ready-made pension, we will contact you to provide the results of your Pension Finding Request and to understand if you want to explore consolidating your pensions with AJ Bell.
- 4.3 For further information about how we use your personal information and how you can exercise your rights in relation to our use of your personal information, please see our privacy policy [here](#).
- 5. Right to cancel**
- 5.1 You have the right to cancel within 14 days of submitting your Pension Finding Request without giving any reason. You can do this by sending an email to help@ajbell.co.uk stating that you wish to cancel your Pension Finding Request.
- 6. Limitation on our liability**
- 6.1 Other than as expressly set out in these terms, any additional terms we introduce from time to time, or implied by consumer law, we do not make any particular commitments or promises to you about our Services.
- 6.2 We provide our Services with reasonable care and skill. All Services are provided to you on an "as is" and "as available" basis. To the extent permitted by applicable law, we exclude all warranties.
- 6.3 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
- (a) losses that were not foreseeable to you and us;
 - (b) losses that were not caused by any breach on our part;
 - (c) business losses; or
 - (d) losses to non-consumers.
- 6.4 In the absence of deliberate default or negligence on our part, we will not be legally responsible to you for any loss that you may suffer in connection with the Services.
- 6.5 We're not responsible for any loss or damage (direct or indirect) caused by something beyond our reasonable control. In these circumstances, we will try to start or restart the Services once we can.

7. Changes to these terms

7.1 We may change these terms at any time where we have a valid reason to do so. A valid reason includes (but is not limited to) the following:

- (a) to take account of changes in regulatory requirements or the interpretation of regulatory requirements
- (b) to take account of FCA or other industry guidance, codes of practice, good market practice or the decisions of an ombudsman;
- (c) to take account of, in a proportionate way, changes in the costs and expenses we incur in connection with the provision of the Services;
- (d) to take account of changes in technology, systems and methods of operation, including the introduction of new systems or services;
- (e) to take account of the impact of changes in the way the Services are used on the fair allocation of costs and expenses between customers;
- (f) to reflect any changes to terms agreed between us and any third parties, or any changes to the costs that we or third parties incur, which are relevant to your Account or our provision of the Services;
- (g) to make these terms fairer, clearer or easier to understand; and
- (h) to correct errors.

7.2 Where a change to these terms is materially detrimental to you, we will ordinarily give you a minimum 30 days' notice of the proposed changes but we may need to change these terms with shorter notice e.g. if there is a change to regulatory requirements which we have to action immediately. Any changes will come into force at the end of the notice period.

7.3 If we reasonably consider that a change to these terms is not materially detrimental to you, we are not required to give you any notice before we make the change, but we will tell you about it within 30 days of the change being made.

8. Intellectual Property

8.1 We (or our third party licensors) own all rights, title and interest (including intellectual property rights) in and to the Services, our website and technology.

9. Complaints

9.1 We will try to resolve any issues with you quickly and efficiently. If you are unhappy with the Services or any other matter, please contact us as soon as possible using the contact details set out below.

9.2 We will handle all complaints in accordance with our complaints policy, which we will provide on request or once you notify us of a complaint.

AJ Bell
4 Exchange Quay, Salford Quays, Manchester
M5 3EE
Email: help@ajbell.co.uk

10. Governing Law

10.1 These terms are only available in English. No other languages will apply to these terms.

10.2 These terms are governed by English law and the English courts have exclusive jurisdiction to settle any matters arising in connection with these terms, except that if you are resident in Scotland or Northern Ireland you may also bring proceedings in Scotland or Northern Ireland, as applicable.