

SCHEME PARTICULARS

# THE CENTAURUS

RETIREMENT BENEFIT SCHEME

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**SOVEREIGN**



## **Structure**

The Scheme was established by deed of trust on the 13th July 2012 and is registered as a retirement scheme by the Malta Financial Services Authority (MFSA) in terms of the Retirement Pensions Act (cap. 514 of the Laws of Malta) and meets the requirements to operate as a Qualifying Recognised Overseas Pension Scheme (QROPS).

Admission to the Scheme requires that members agree to be bound by terms of the Scheme Trust Deed and the rules which are set out in that Deed. Each member shall be required to sign a Deed of Adherence. The Trustee of the Scheme is Sovereign Pension Services Limited whose registered office is Suite 5 Valley Towers, Valley Road, Birkirkara, BKR9022 Malta ("Trustee")

*Below are scheme particulars relative to the Scheme in line with the standard operational conditions issued by the MFSA.*

## **Trustee**

The Trustee and Administrator of the Scheme is Sovereign Pension Services Limited whose registered office and place of business is at Suite 5, Valley Towers, Valley Road, Birkirkara, Malta. The director responsible for administration of the Scheme is Mr Stephen Griffiths to whom all enquiries and requests for further information may be directed (tel: +356 278 88132, email: maltapensions@sovereigngroup.com).

Stephen has extensive experience designing and managing business processes and administration teams. He has worked within the industry for more than 10 years and joined Sovereign Group in 2008, relocating to Malta in 2012 to become a director of Sovereign Pension Services Limited. Stephen is a member of The Society of Trust and Estate Practitioners and of The Malta Association of Retirement Scheme Practitioners.

The Trustee must always be a company operating in and having an established place of business in Malta and authorised by the MFSA to act as a retirement scheme administrator. The MFSA is to be notified of all Trustee appointments and resignations.

## **Purpose**

The Trustee shall administer the Scheme in order to provide retirement annuities and other benefits to Members in retirement and after their death for the Members' Beneficiaries while maintaining the approval granted to it in terms of the Retirement Pensions Act.

## **Fee Structure**

Members will be charged a fee upon being accepted for admission to the Scheme and a flat annual fee for each year that the member retains an interest in the Scheme. The Establishment Fee shall be up to €1,000 and the Annual Trustee Fee shall be up to €1,300 (a total of up to €2,300 for the first year and up to €1,300 for the second and each subsequent year).

The Trustee shall be entitled to increase its annual fees from time to time taking into account the usual and reasonable fees charged by trustees of similar retirement schemes.

In addition the Trustee shall be entitled to charge an individual member for business done or services rendered or time spent by the Trustee or its officers or employees in relation to the administration of that particular member's Scheme. Such charges shall be in line with usual and reasonable charges for the administration of trusts and the Trustee shall provide details of its charging rates from time to time upon request.

To the extent that third party fees, charges and other costs and expenses are incurred partly or wholly in relation to a member's Scheme the Trustees shall be entitled to allocate those fees, charges, costs and expenses, or so much of them as the Trustee in its absolute discretion consider appropriate to that particular member's Scheme.

## **Eligibility for admission as a Member**

Membership of the Scheme shall be open to any individual accepted at the discretion of the Trustees.

In order to be eligible to become a member of the Scheme, an individual must transfer assets comprising their pension plans or schemes to or under the control of the Trustee and execute a deed of adherence whereupon an individual account for each member shall be created under and in accordance with the Scheme.

## **Administration of the Scheme**

The Trustee shall administer the Scheme in accordance with the terms of the Scheme.

The Trustee shall assist by requesting the transfer of the assets comprising the member's pension plans or schemes to the Scheme and will be responsible for the ongoing administration of the Scheme following receipt of those assets. The Trustee's associated companies will provide assistance to the Trustee by way of collation of information and documentation required to enable the Trustee to consider the acceptance of any member.

## **Contributions to the Scheme**

The member shall transfer their assets comprising the member's pension plans or schemes to the Scheme. The initial value of the assets transferred shall be the value of those assets on receipt by the Trustee into an account opened by the Trustee for that purpose. At its discretion the Trustee shall be at liberty to accept additional assets as an addition to the Scheme from time to time and all such assets shall be administered in accordance with the terms and rules of the Scheme.

## **Investment Strategy**

The investment objective for the Scheme shall be to accumulate a Trust Fund from which to provide retirement annuities and other benefits. Each member shall be entitled to nominate an investment adviser and the member or their nominated adviser shall be entitled to indicate the preferred investment strategy for the member's Scheme. The Trustee may consider any such preference, however the Trustee shall retain ultimate discretion on investments taking into account the investment objective and purpose of the Scheme along with any applicable investment restrictions.

Subject to any condition imposed by law or by the MFSA the Trustee shall ensure that the Trust Fund shall be:-

- Invested in the best interests of the member;
- Invested in such a manner as to ensure the security, liquidity and profitability of the trust fund of the Scheme as a whole; and
- Properly diversified in such a way as to avoid accumulations of risk in the trust fund of the Scheme as a whole.

## **Permitted Investment Products**

Investments may be made in a variety of investment vehicles, life insurance bonds and capital redemption bonds which may offer an element of life insurance. Investment vehicles vary in fee structure. A list of permitted providers and an explanation of fees is appended to these Scheme Particulars.

## **Investment Platforms**

Investment platforms are managed accounts that offer advisers and their clients the opportunity to build bespoke portfolio solutions in a number of currencies. A list of permitted providers and an explanation of fees is appended to these Scheme Particulars.

## **Investment Restrictions**

The Trust Fund shall be subject to any investment restrictions imposed by licensing conditions stipulated by the MFSA. In addition:

- the Scheme shall not engage directly or indirectly in transactions with any of its members or persons connected thereto;
- the Scheme shall not grant loans to any of its members or connected persons thereto; and
- the Scheme shall not engage directly or indirectly in borrowing in connection with property purchases on behalf of its members or connected persons thereto, other than on fully commercial terms, provided that the Scheme may borrow up to 50% of the amount of property purchased which must be valued by an independent qualified valuer and only on a short term basis in relation to the management of its assets and should not engage in any leverage.

## **Investment Performance Benchmark**

The Scheme does not set or impose any criteria against which the Scheme's investment performance will be measured. The Trustee may determine investment performance benchmarks in consultation with the member and any appointed investment adviser and may periodically review performance against any such benchmarks to measure performance and manage risk. Alternatively the Trustee may use a benchmark selected by its own investment manager to review investment performance from time to time and to monitor the performance of the Investment Manager and make any changes that may be required.

## **Risk Measurement and Management**

The choice of investments of the Scheme may be determined in consultation with the member of the Scheme or the appointed investment adviser. It shall, however, accord with the above investment strategy and restrictions. The Trustee shall use the selected benchmark to review investment performance from time to time and to monitor the performance of the Investment Manager and make any changes that may be required.

Notwithstanding the investment objective and strategy as described in the Scheme, members are reminded that past performance shall not necessarily be a guide to future performance and that the value of investments can go down as well as up. The value of overseas investments may be influenced by changes in exchange rates.

## **Potential Conflicts of Interest**

The Trustee, its officers or employees, may be involved in professional activities which, in the course of their business, will or may, on occasion, give rise to potential conflicts of interest. Such persons shall remain at liberty to undertake such business independently of their involvement with the Trustee or the Scheme. In such circumstances, however, such persons will have appropriate regard to their respective obligations at law (where applicable) or under the agreements appointing them (where applicable) to act in the best interests of the members, when potential conflicts of interest may arise.

## **Benefits upon Retirement**

A member's normal retirement age is the earliest date permitted by the proper law, not being earlier than the 50th birthday of the member (and not being earlier than the 55th Birthday of the member to the extent that the trust fund comprises United Kingdom relevant transfer funds) or such date as agreed between the member and the Trustee not being later than their 75th birthday.

## **Defined Contribution Scheme**

The Scheme is a Defined Contribution Scheme. Benefits are calculated on the value of the fund which may be built up through the transfer of existing retirement or pension funds and or other contributions made to the Scheme.

Upon reaching normal retirement age a member shall be entitled to an annual annuity payable for the remainder of the member's life.

Prior to the annuity becoming payable a member may sub-divide their interest and elect that the segmented portions of the member's annuity be payable in one or more of the following methods:

- the granting of an annuity payable for the member's lifetime commencing earlier than age 75, but not earlier than the member's normal retirement age except where the member has become incapable through infirmity of body or mind of carrying on their own occupation or any occupation of a similar nature for which they are trained or qualified;
- payment of an annuity to be made for a guaranteed period not exceeding ten years and thereafter during the lifetime of the member;
- part or all of the annuity to be commuted for a lump sum, provided that the lump sum shall not exceed one quarter of the total fund available or such greater amount as the MFSA may from time to time permit – such lump sum shall be payable on the date that the annuity is due to come into payment;

- part of the annuity to be exchanged for a reversionary annuity payable to a named beneficiary of the member for life from the date of death of the member should the member predecease such named beneficiary – the amount of the reversionary annuity shall not exceed the remaining annuity payable to the member;
- an annuity to increase each year after the first year at the rate of 5% per annum compound or such higher rate as the MFSA shall permit; or
- the transfer of the value of the member's interest in the Scheme to be utilised as a premium for an alternative arrangement which shall provide benefits in substitution for the annuity. On payment of the premium into the alternative arrangement, the Trustee's liability to the member shall cease and the member shall also cease to be a member of the Scheme.
- Where the member has been in drawdown for three years or more, and subsequent to a valuation of the member's remaining assets in the Scheme it is established that there is adequate provision for retirement income, then, subject to any conditions stipulated by the MFSA, 50% of any surplus may be withdrawn as an additional lump sum in the valuation year and each subsequent year.
- To the extent that the member's retirement fund originates from United Kingdom relevant transfer funds drawdown may be taken as Flexible Access Drawdown (FAD) whereby part of the retirement fund may be commuted for a lump sum, provided that the lump sum shall not exceed one quarter of the total fund available and residual funds may be taken as additional lump sums or be taken as variable income either immediately or through occasional withdrawals from the said assets, which stay invested.

### **Benefits upon Death**

Subject to mandatory provisions of the applicable law and the specific requirements of the relevant UK legislation, upon death the Trustee shall pay the balance in the member's fund to the dependents nominated by the member in writing to the Trustee in such proportion as the Trustee shall determine. The Trustee shall have regard to the member's wishes but shall not be bound by them.

### **Payment Benefits**

The member may elect to commence drawing benefits by completing a Benefit Election Form and returning it to the Trustee.

The payment of an annuity shall be made monthly unless the member requests that such payment be made quarterly, half yearly or yearly. The payment of an annuity may be bequeathed by will or in the event of a member dying intestate, the annuity shall be assignable in distribution of the member's estate.

### **Taxation of Benefits**

No tax is payable in Malta by the Scheme on income and capital gains with the exception of immovable property situated in Malta. Payments of retirement benefits to non-Malta residents are not taxable in Malta where an appropriate double tax agreement exists between Malta and the member's country of residence. Where there is no suitable double tax agreement then a withholding tax of 25% may be applicable. However, no withholding tax is payable under Maltese law on the payment of lump sums from the Scheme.

The Trustee shall deduct any amount due for taxation if applicable, from the benefit payable and shall pay all taxation due by the Scheme to the relevant authority, prior to making the payment of the benefit.

### **Legal and Tax Advice**

Prospective members should not construe the contents of this document as legal, tax or financial advice. Each prospective member should consult their own professional advisers as to the legal, tax, financial or other matters relevant to the suitability of the Scheme for their requirements and as to the tax payable by them.

### **Accounts and Reports**

The member is entitled to inspect at the registered office of the Trustee, any accounts or reports relating to the Scheme or their individual account. The member shall be sent a valuation of their scheme assets as at the 31st December each year.

## **Liability**

The Trustees will be liable to the members and beneficiaries for any loss suffered by them as a result of their fraud, wilful default or negligence.

The Trustee shall not be liable for any actions, claims or demands arising out of anything done or caused to be done or omitted by the Trustee (whether by way of investment or otherwise) in connection with the Scheme and costs arising therefrom, except for a breach of trust arising from the Trustee's own fraud, wilful misconduct or negligence.

The Trustee (and where a corporate body is a Trustee, any and all of its directors officers or servants) are indemnified out of the Scheme to the extent permitted by law against any actions claims or demands arising out of anything done or caused to be done or omitted by them (whether by way of investment or otherwise) in connection with the Scheme and all costs arising therefrom, except an act or omission which the Trustee concerned knew to be a breach of trust and which the Trustee concerned knowingly and wilfully committed or omitted as the case may be.

The Trustee shall not be liable in respect of any payment to any person erroneously made in the bona fide belief that the person was entitled to it and a receipt issued to the Trustee by the person shall be a good and sufficient discharge of the obligations of the Trustee.

The Trustee shall not be liable if the assets of the Scheme are insufficient to pay the benefits under the Scheme by reason of any loss or depreciation of any of the assets of the Scheme.

## **Statutory Provisions for Compensation**

There exists no statutory provision for compensation in the case where the Scheme is unable to satisfy the liabilities attributed to it and the Scheme shall not be held responsible for compensation in such an event. The Registration of the Scheme is not an endorsement by the MFSA of the Scheme's financial performance.

## **Residents in Malta**

The Scheme should not be considered as the primary or only source for retirement provision of residents in Malta and should be considered in light of other retirement provisions including (mandatory/voluntary) occupational schemes that the Government of Malta may introduce in the future.

## **Further Information**

These particulars contain a brief overview of the key features of the Centaurus Retirement Benefit Scheme. Applicants should read them carefully and seek independent financial advice before completing the membership application form. Full details of the Scheme are contained in the Scheme Document and Rules which are available from the Administrator on request. In the event of any discrepancy between these particulars and the Scheme Document and Rules, the latter shall prevail.

The Administrator of the Scheme is unable to and does not provide advice of any sort, whether financial, legal, tax, investment or on pensions transfers or benefits. Members of the Scheme may be subject to different laws according to their domicile or country of residence and applicants should seek advice from suitably qualified experts before proceeding. Whilst the details contained herein are correct and up-to-date, this information does not constitute legal or other professional advice.

## **Trust Deed**

A copy of the full trust deed may be obtained from the Trustee by applying at the above address.

## Appendices

### Life Insurance Bonds/Capital Redemption Bonds

The Trustee currently permits investments with the following companies:

Ascot Life

Axa Wealth Friends Life

Friends Provident International

Generali International

Hansard International

Innovest International

Investors Trust

Old Mutual International

Old Mutual Ireland

Old Mutual Singapore

Old Mutual South Africa

Providence Life Limited PCC

Prudential

RL 360

SEB Life International

*This list is not exhaustive and may be amended.*

### Investment Platforms

The Trustee currently permits investments with the following companies:

Ardan International

Allan Gray Investments

Aria Capital Management

Ascentic UK

Best invest Capital Platforms

Citadel Investment Services

Citygate Securities Limited

Cornhill Flexmax

E Portfolio Solutions

iFast Global Prestige

ING Luxembourg

Moventum International

Nedbank Private Wealth Limited

Praemium International Limited

PSG Online

*This list is not exhaustive and may be amended.*

## Investment Fees

There are many fees associated with investments in all of the above. Below are some examples:

### **Bond/Platform Establishment Charges:**

Where the investment house offers 100% allocation of funds, fees ranging from 0 – 12% can be charged and deducted from the member's policy over a period of 3 – 10 years.

### **Bond/Platform Early Surrender Charges:**

This percentage charge will reduce on a sliding scale over the lifetime of the product. These can range from 3 – 10 years.

### **Regular Policy Management Charge:**

This charge will be taken from the cash account over an agreed period which can be 3 – 10 years. It reimburses the Investment house for paying commission to the introducing broker whilst allowing the investor 100% allocation of their premium.

### **Administration Fees**

These fees are usually charged quarterly and range from £96 – £125 per quarter. They are deducted from the cash account within the Bond/Platform.

### **Fund Initial Fees (Bid/Offer Spread)**

These are fees charged when collective investments are purchased within Bonds/Platforms and can range from 0% to 5.50%

### **Exit Penalties**

These are fees on collective investments where no bid/offer spread is charged but a 5% commission is paid to the introducing adviser. An exit fee of 5% year 1 reducing to 1% in year 5 will be charged on funds withdrawn. The fee will cease after the investment's fifth anniversary and withdrawals will suffer no penalties on redemptions.

### **Fund Annual Management Charges**

These are the charges made by the Investment Manager for using their collective investment fund. They can range from 0.75% for Institutional Funds to 2.25% for retail funds. The fee is taken each time the fund is priced.

### **Investment Management Charges (DFM)**

These are the fees charged by discretionary Investment Managers for managing the member's portfolio. The fees can range from 0.25% – 2% per annum.

### **Custody Fees**

These are fees charged by Investment Managers for safe custody of the member's investments. They can range from 0.05% to 1% per annum.

### **Performance Fees**

These are fees paid to Investment Managers for generating positive returns. Performance fees are usually 20% of the growth above an agreed return and are used to align the interests of investment managers and their investors.

### **Valuation Fees**

These are fees charged by Investments houses for producing valuations outside of the agreed valuation dates.

### **Investment Advisory Charges**

These are charges levied by financial advisers for monitoring client's portfolios and suggesting changes as and when deemed necessary. These fees are paid from the cash accounts within Bonds/Investment platforms and range from 0.1% – 2% per annum.

**Dealing Fees**

These are fees charged to any security bought and sold within a Bond, Fund, Platform or portfolio. They can be a fixed fee (£5 – 50) per trade or a percentage of the amount invested/sold ranging between 0.1% – 0.5%.

**Total Expense Ratio**

This is a measure of the costs of the investment company to operate a fund or investment portfolio. It considers all of the above fees and represents the true cost to the investor of the fees being charged for managing their portfolio.



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