

APPENDIX TO SIPP SUPPLEMENT

Pru Flexible Retirement Plan – SIPP Option "Force Majeure" provisions – IPPB6371

1. GENERAL

This leaflet is an Appendix to the Pru Flexible Retirement Plan Technical Guide Supplement (coded IPPB6370) which sets out the terms and conditions of the SIPP Option under the Pru Flexible Retirement Plan. This Appendix is issued to **members** on request.

Section C14 of the Pru Flexible Retirement Plan Technical Guide Supplement (which is called the **SIPP Supplement**) explains that we and **Suffolk Life** have agreed certain provisions about what happens in certain exceptional circumstances beyond our or their control (known as a "force majeure event"). These provisions are contained in a formal agreement made between **Suffolk Life** and us.

This Appendix gives further detail of those provisions, which are binding on the **member**.

The words and expressions shown in bold italics have special meanings, and are the same as the special words and expressions used in the **SIPP Supplement**. These terms and expressions are explained in the **SIPP Supplement**.

2. EFFECT OF A FORCE MAJEURE EVENT

If a "force majeure event" occurs **Suffolk Life** may be unable, wholly or in part, to carry out some or all of their obligations in relation to the **SIF**. Where a "force majeure event" occurs and **Suffolk Life** are therefore unable to perform an obligation in relation to the **SIF**, we will not be required to perform our corresponding obligation in relation to the **SIF**.

In practical terms, this generally means that a transaction requested by the **member** – for example an instruction to buy or sell an **investment** – will be suspended and delayed until the "force majeure event" and/or its effects have ceased to exist.

As stated in section C14 of the **SIPP Supplement**, if **Suffolk Life** give us notice that such a situation exists in relation to the **SIF**, we will endeavour to give the **member** prompt notice of that "force majeure event", if we consider that it:

- materially affects the **member** or any transaction that he or she is then carrying out in relation to the **SIF**; and
- is not an event of which the **member** might otherwise be aware.

In addition we have agreed with **Suffolk Life** that if a payment is to be made from the **SIF** whilst a "force majeure event" or its effects exist, then the payment of the amount owed will be:

- subject to any change in value occurring as a result of the "force majeure event",
- required to be paid only when it is possible for **Suffolk Life** to realise the assets of the **SIF** at a reasonable commercial value and when **Suffolk Life** has received the relevant proceeds of realisation.

3. PROTECTIONS

We and **Suffolk Life** have agreed the protections described below to help minimise the risk and effect of a "force majeure event".

Where any of **Suffolk Life's** obligations are suspended because of any "force majeure event":

- (i) **Suffolk Life** have agreed to use all reasonable endeavours to establish and bring into operation such alternative systems and procedures and/or, without change of the jurisdiction from which they operate, to establish such other business premises and/or to make such other changes to their processes and procedures as may be necessary to permit them to carry out their obligations in the normal way;
- (ii) **Suffolk Life** have also agreed that they will negotiate with us to make amendments to the formal agreement between them and us, so that benefits of value equivalent to those intended to be provided in the absence of the "force majeure event" (after any change in value as a result of the "force majeure event") may be provided. We can at our discretion agree to accept benefits of a lower value in these circumstances.

Suffolk Life have also agreed that if they have failed in any material respect to establish systems and procedures which would have enabled them to perform the obligation despite the occurrence of the "force majeure event", then they will still be required to carry out their obligation. This only applies where the establishment of such systems and procedures was required under the formal agreement between them and us or under any rule, regulation or direction of any applicable governmental or regulatory authority.

4. "FORCE MAJEURE EVENTS"

For the purposes of this Appendix and section C14 of the **SIPP Supplement**, "force majeure event" means:

- (i) nationalisation, expropriation, prohibition, intervention, direction or embargo; or
- (ii) imposition by any Governmental or quasi governmental authority of currency restrictions, exchange controls or other charges or restraints affecting the Sub-Funds or their assets; or
- (iii) inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences, authorities or allocations; or
- (iv) acts of God; or
- (v) acts of war (declared or undeclared), terrorism, insurrection, revolution, civil disturbance, riot, blockade or other disturbance; or
- (vi) strikes, lockouts, other industrial action or other interferences with work; or
- (vii) failure or disruption of any relevant stock exchange, including depositories, settlement systems or markets; or
- (viii) widespread failure or disruption of computer systems, including electronic mail systems; or
- (ix) earthquake, storms, floods, lightning, fire, explosions or similar natural events, in each case beyond the reasonable control of **Suffolk Life** or the reasonable control of their agents.