

Invesco Institutional Trustee Investment Plan

Key Features of the Invesco Institutional Trustee Investment Plan

keyfacts

® The Financial Conduct Authority (FCA) is a financial services regulator. It requires us, Invesco Pensions Limited (Invesco), to give you this important information to help you to decide whether our Trustee Investment Plan is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

This leaflet explains the main characteristics of the Invesco Institutional Trustee Investment Plan (the "Plan") and was prepared in January 2022. If you have questions about any information in this document or the Plan you can contact your financial adviser, or our pensions team on 0800 420 042. If you require advice on whether this investment is suitable for you, you should seek professional financial advice.

Its aims

The aim of the Plan is to provide the trustee of a Registered Pension Scheme with access to the Invesco Global Targeted Returns Pension Fund, Invesco Balanced Risk 10 Pension Fund, Invesco Physical Gold Pension Fund and Invesco Physical Gold GBP Hedged Pension Fund

The Plan's performance is linked to the performance of the fund(s) that you choose.

Your commitment

To take out the Plan, you must:

- invest a lump sum contribution of at least £10m by cheque, CHAPS or BACS;
- be the trustee of a UK Registered Pension Scheme; and
- be authorised to do so under the terms of the pension scheme's governing documents.

While you are invested in the Plan, you:

- must continue to be the trustee of a Registered Pension Scheme and be authorised to invest in the Plan under the scheme's governing documents. You must tell us if this ceases to be the case;
- must provide us with such information as we may reasonably require in order to allow us to operate the Plan; and
- should regularly review your scheme's investment strategy with a financial adviser to ensure that the Plan is still suitable for the circumstances and needs of the scheme.

Risk factors

The investment returns from this Plan are not guaranteed. The value of investments and any income will fluctuate (this may partly be the result of exchange rate fluctuations) and investors may not get back the full amount invested. Past performance is not a guide to future returns. Over time, inflation may erode the value of investments.

The funds make significant use of financial derivatives (complex instruments) which will result in the funds being leveraged and may result in large fluctuations in the value of the funds. Leverage on certain types of transactions including derivatives may impair the funds' liquidity, cause it to liquidate positions at unfavourable times or otherwise cause the funds not to achieve their intended objectives.

Leverage occurs when the economic exposure created by the use of derivatives is greater than the amount invested resulting in the funds being exposed to a greater loss than the initial investment.

The funds are exposed to commodities which are generally considered to be high risk investments and may result in large fluctuations in the value of the funds.

Some of the funds may be exposed to counterparty risk should an entity with which the funds does business become insolvent resulting in financial loss. This counterparty risk is reduced by the Manager, through the use of collateral management.

The securities that some of the funds invest in may not always make interest and other payments nor is the solvency of the issuers guaranteed. Market conditions, such as a decrease in market liquidity for the securities in which the Fund invests, may mean that the Fund may not be able to sell those securities at their true value. These risks increase where the Fund invests in high yield or lower credit quality bonds and where we use derivatives.

Although the funds invest mainly in established markets, they can invest in emerging and developing markets, where there is potential for a decrease in market liquidity, which may mean that it is not easy to buy or sell securities. There may also be difficulties in dealing and settlement, and custody problems could arise.

Fixed income securities to which the funds are exposed are open to credit risk which may result in issuers not always making interest and or other payments nor is the solvency of the issuers guaranteed.

The value of property (such as land and buildings) is generally a matter of the valuer's opinion, and so it may be difficult to ascertain with certainty what the value is of a property held by a fund which determines the value of the Plan.

For further information on the funds, investment risks and their objectives and fees, please refer to the Invesco Institutional Trustee Investment Plan Brochure.

Current tax levels and reliefs may change. Depending on the Scheme's individual circumstances, this may affect investment returns.

The charges we make for the management of our funds may change as set out in the Plan Terms and Conditions.

In certain circumstances, Invesco reserves the right to delay acting on an instruction to allocate or cancel units to or from the Plan for up to 28 days (or 12 months in the case of property funds) if Invesco believes that there is a good and sufficient reason to do so having regard to the interests of policyholders. This means that there might be a delay to your ability to make investments in, receive benefits from, or switch your fund choices in relation to, the Plan.

In certain circumstances, Invesco may combine or divide the units of any fund at any time, or we may close a fund to new business or withdraw it completely.

You do not own any entitlement to the funds or their underlying investments, but are entitled only to the payment of benefits from us in accordance with the terms of the Plan. You will not have any rights under a compensation scheme if a fund or an underlying investment fails or becomes insolvent, and the value of the Plan will be affected as a result.

You will be exposed to the risk that we are unable to meet our obligations to you under the Plan, for example if we were to become insolvent. However, this risk may be reduced if you are able to claim under the Financial Services Compensation Scheme (see below at "Compensation").

Your questions answered

What is a Trustee Investment Plan?

The Plan is a unit-linked life insurance contract for the trustees of a Registered Pension Scheme whose scheme rules allow for investments of this type. It is a Trustee Investment Plan as defined by the FCA Rules.

You make one or more payments or "contributions" to the Plan. The Plan is linked to the value of one or more of our unit-linked funds and so its value will change over time.

The Plan is designed to pay benefits to you, so that you can use those benefits to pay amounts in accordance with your scheme rules. We pay benefits to you by cancelling all or part of the Plan and paying the relevant value to you.

How can I invest?

You must make an initial minimum contribution of £10m to open a Plan.

Where we agree to accept them, you can make additional contributions of at least £10,000.

You must make contributions by cheque, CHAPS or BACS.

What determines the value of my Plan?

The value of your Plan is determined by the value of the funds that you select from the range specified by us. We divide our funds into notional "units", and when you make a contribution we allocate a number of those units to your Plan. This gives the Plan its value, which changes along with the value of the units.

The funds are usually valued at 12 noon on every business day on which the London Stock Exchange is open. We normally carry out cancellations and allocations of Units at the next available value, which is the same working day if we receive your instructions before 10:30am, or on the next working day if we receive them after 10:30am.

The funds form part of our long term insurance business and belong to us. You have no legal or beneficial right either to the funds or to the units in those funds.

How do I choose the funds?

You can choose to link your Plan to one or more of the funds within the range that we specify. For further details, please see the Invesco Institutional Trustee Investment Plan Brochure.

If you are not sure what Fund(s) to choose, you should ask your financial adviser.

You can change your choice later, either by selecting different fund(s) for additional contributions, or by switching some, or all, of your Plan from one fund to another. Please see the Plan Terms and Conditions for further information.

What governs my Plan?

The Plan is governed by a legally binding contract between you and Invesco. The majority of the terms of this contract are set out in the Terms and Conditions. The Plan Terms and Conditions explain what other documents form part of the contract.

The contract is governed by, and construed in accordance with, the laws of England.

What are the charges?

The funds to which you can link your Plan are subject to a fund management charge of:

- 0.55% of the value of investments each year for the Invesco Balanced Risk 10 Pension Fund;
- 0.70% of the value of investments each year for the Invesco Global Targeted Returns Pension Fund;
- 0.12% of the value of investments each year for the Invesco Physical Gold Pension Fund; and
- 0.19% of the value of investments each year for Invesco Physical Gold GBP Hedged Pension Fund.

When a fund invests in other investment funds offered by the Invesco Group, we will ensure that we offset any annual management charges in relation to that investment fund against the annual management charge that we make in relation to the Plan.

For further information, please refer to the Invesco Institutional Trustee Investment Plan Brochure. You may pay a different annual management charge if we agree this with you separately.

How do I take benefits?

You can take benefits from the Plan by fully or partially surrendering at any time by giving us notice in writing. We will cancel some or all of the units from the Plan and will pay you the relevant surrender value. We do not make a charge for a surrender.

Where you make a partial surrender, the minimum value that must remain in the Plan is £10m.

Payment of the benefits will normally be made by electronic transfer and are normally issued within five business days.

What is the tax position?

Tax relief is not added to contributions to the Plan.

Currently, any gains you make on your Plan are entirely free of income tax and capital gains tax, although the funds which determine the value of the Plan are unable to reclaim tax deducted at source from the dividends on UK company shares.

Any income earned within the funds, and tax reclaimed on this income, is reinvested and automatically reflected in the value of your Plan.

We do not provide you with legal or tax advice, and you should therefore take your own tax and legal advice to ensure that the Plan is appropriate for you.

What might the Plan value be in the future if you choose to invest in the Invesco Balanced Risk 10 Pension Fund or Invesco Global Targeted Returns Pension Fund?

The following table gives an indication of the projected surrender value if you choose to invest in one of the above funds. The values below indicate what you might expect to be entitled to after 10 years based on an assumed single contribution of £10m and an annual management charge of 0.70%. The amounts shown assume that no benefits are taken from the Plan in the first 10 years.

This example illustration isn't specific to you but where we are required to, a personalised illustration and a Key Information Document in respect of the fund(s) you select, will be provided after you take out the Plan.

Projected Surrender Value based on assumed growth rates

	Assumed growth rate 2% a year	Assumed growth rate 5% a year	Assumed growth rate 8% a year
Surrender value after 10 years	£11,300,000	£15,100,000	£20,100,000

You should be aware that the figures in the table are not guaranteed and only show what you might get back based on an assumed growth rate. This illustration uses standard assumed growth rates specified by the FCA, but is based on our actual charges. You could get back more or less than this.

Remember that the effect of inflation will reduce what you can buy in the future with the amounts shown.

What might the Plan value be in the future if you choose to invest in the Invesco Physical Gold Pension Fund or the Invesco Physical Gold GBP Hedged Pension Fund?

The following table gives an indication of the projected surrender value if you choose to invest in one of the above funds. The values below indicate what you might expect to be entitled to after 10 years based on an assumed single contribution of £10m and an annual management charge of 0.19%. The amounts shown assume that no benefits are taken from the Plan in the first 10 years. This example illustration isn't specific to you but where we are required to, a personalised illustration and a Key Information Document in respect of the fund(s) you select, will be provided after you take out the Plan.

Projected Surrender Value based on assumed growth rates

	Assumed growth rate 0% a year	Assumed growth rate 3% a year	Assumed growth rate 6% a year
Surrender value after 10 years	£9,810,000	£13,100,000	£17,500,000

You should be aware that the figures in the table are not guaranteed and only show what you might get back based on an assumed growth rate. This illustration uses standard assumed growth rates specified by the FCA, but is based on our actual charges. You could get back more or less than this.

Remember that the effect of inflation will reduce what you can buy in the future with the amounts shown.

Projected Plan values and the effect of deductions if you choose to invest in the Invesco Balanced Risk 10 Pension Fund or Invesco Global Targeted Returns Pension Fund

The following table shows the projected surrender value of the Plan based on an assumed single contribution of £10m and illustrates the effect of deductions on the surrender value at certain dates in the future if you choose to invest in one of the above funds.

WARNING: The last two columns assume that investment growth will be 5% per year, but it could be significantly lower than this or the surrender value could fall. The surrender value could be less than the amount you contributed if the investment growth of the Plan is not enough to offset the impact of the deductions that will be made.

Potential effect of deductions on projected surrender values

At end of year	Effect of Total paid in to date	Effect of deductions to date	What you might get back
1	£10,000,000	£73,100	£10,400,000
2	£10,000,000	£153,000	£10,800,000
3	£10,000,000	£240,000	£11,300,000
4	£10,000,000	£335,000	£11,800,000
5	£10,000,000	£438,000	£12,300,000
10	£10,000,000	£1,090,000	£15,100,000

We take no additional charges for surrenders from the Plan.

The deductions include expenses, charges and other adjustments. The last line in the table shows that, after 10 years, the effect of deductions could amount to £1,090,000. Putting it another way, if investment growth were to be 5% a year, which is in no way guaranteed, the deductions would have the effect of reducing that growth to 4.28% a year.

Invesco will not pay commission to financial advisers for any advice received in respect of this Trustee Investment Plan. We do not facilitate the payment of any adviser charges from the Plan to your financial adviser.

Projected Plan values and the effect of deductions if you choose to invest in the Invesco Physical Gold Pension Fund or the Invesco Physical Gold GBP Hedged Pension Fund

The following table shows the projected surrender value of the Plan based on an assumed single contribution of £10m and illustrates the effect of deductions on the surrender value at certain dates in the future if you choose to invest in one of the above funds.

WARNING: The last two columns assume that investment growth will be 3% per year, but it could be significantly lower than this or the surrender value could fall. The surrender value could be less than the amount you contributed if the investment growth of the Plan is not enough to offset the impact of the deductions that will be made.

Potential effect of deductions on projected surrender values

At end of year	Total paid in to date	Effect of deductions to date	What you might get back
1	£10,000,000	£19,500	£10,200,000
2	£10,000,000	£40,100	£10,500,000
3	£10,000,000	£62,000	£10,800,000
4	£10,000,000	£85,100	£11,100,000
5	£10,000,000	£109,000	£11,400,000
10	£10,000,000	£252,000	£13,100,000

We take no additional charges for surrenders from the Plan.

The deductions include expenses, charges and other adjustments. The last line in the table shows that, after 10 years, the effect of deductions could amount to £252,000. Putting it another way, if investment growth were to be 3% a year, which is in no way guaranteed, the deductions would have the effect of reducing that growth to 2.81% a year.

Invesco will not pay commission to financial advisers for any advice received in respect of this Trustee Investment Plan. We do not facilitate the payment of any adviser charges from the Plan to your financial adviser.

What do I do next?

If you are considering applying for a Plan, you should read all the Plan documentation carefully, including this Key Features Document, the Terms and Conditions, the Invesco Institutional Trustee Investment Plan Brochure, the Key Information Document for the fund(s) you select and any other information that we provide to you.

If there is anything that you do not understand or you need further information, you should contact your financial adviser or call our pensions team on 0800 420 042.

If you decide to apply for a Plan, please complete the application form that we have provided and return it to us.

Other important information

Anti-money laundering

We are legally obliged to verify your identity for anti-money laundering purposes. This may involve us obtaining information about you, which may include information from a credit reference agency. However, we will use any information we obtain in this way only to verify your identity and not for any other purpose. In addition, we may request information directly from you. We will not be able to issue a Plan to you, accept payments from you or pay any amounts to you unless we have successfully verified your identity.

No advice

We will not give you any investment advice in relation to this Plan and are not required to assess the suitability of the Plan for you. As a result, you will not benefit from the protection of the FCA Rules on assessing suitability. Your investment decisions in relation to the Plan are your responsibility.

If you are unsure about whether the Plan, or any investment decision you may make in relation to it, is suitable for you, you should speak to a financial adviser.

Business hospitality, gifts and other non-monetary benefits

Invesco and its employees can provide hospitality, entertainment and other non-monetary benefits to third parties such as suppliers, service providers and intermediaries. Similarly, Invesco and its employees can receive gifts, hospitality and other non-monetary benefits from third parties. Invesco lays down written restrictions and standards regarding the nature and value of what can be provided or received, in order to ensure compliance with regulatory requirements as well as the requirements of Anti-Bribery and Corruption legislation. Only gifts, hospitality and other non-monetary benefits which comply with regulatory and legislative requirements and internal standards, and are designed to enhance the quality of service to clients and do not create conflicts of interest, can be provided or received.

Generally, only hospitality, gifts and other non-monetary benefits of a reasonable value are permitted to be provided or received. However, tighter restrictions apply in respect of what Invesco can provide to certain types of Advisory firm and what Invesco's Fund Managers can receive, where only the following is permitted:

- i. information or documentation relating to a financial instrument, retail investment product or an investment service, that is generic in nature or personalised to reflect the circumstances of an individual client;
- ii. participation in conferences, seminars and other training events on the benefits and features of a specific financial instrument, retail investment product or an investment service;
- iii. hospitality of a reasonable de-minimis value, such as food and drink during a business meeting or a conference, seminar or other training events mentioned under paragraph ii.

Further details are available on request.

Conflicts of interest

In the normal course of business, circumstances resulting in conflicts of interest may arise. We will identify the types of conflicts that may arise between the interests of our clients and those of our own with reference to: the likelihood of making a financial gain or avoiding a loss at the expense of a client; whether we have an interest in the outcome of a service or transaction we provide to our clients; whether there is a financial or other incentive to favour the interest of one client over the interests of other clients; whether we carry out the same activities performed by our clients; and whether there are inducements deriving from sources other than our clients in relation to the services we provide to them, in the form of monies, goods or services, other than the proper fees that are necessary to provide the service(s) in question.

Where a potential conflict arises, we are committed to managing it to prevent abuse and protect our employees, clients and other counterparties and to ensure that transactions and services are effected on terms which are not materially less favourable to the client than if the potential conflict had not existed.

The circumstances in which conflicts of interest might arise include where we deal on your behalf with another company in the Invesco group, where we act for other investors with an interest in investments or where the transactions are in shares of a fund for which a company in the Invesco group is the adviser or the Authorised Corporate Director.

We are required to identify, manage, record and, where relevant, disclose actual or potential conflicts of interest between ourselves and our clients and between one client and another and to have a written policy in place. Further detail on our conflicts of interest policy is available on request.

There may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of clients will be prevented. Should any such situations arise we will disclose these to clients in an appropriate format. Further detail on our conflicts of interest policy is available on request.

Client classification

For the purposes of the regulatory rules, we will classify you as a retail client unless we tell you otherwise in writing. This means that you will be given the maximum protection available under the FCA Rules. However, this does not necessarily mean that you will be able to bring a claim under either any investor compensation scheme or financial ombudsman service.

Best Execution and Use of Dealing Commission
Invesco delegates management of its pension funds to Invesco Asset Management Limited (IAML). IAML has a trade execution policy which sets out the basis upon which it will effect transactions and place orders whilst complying with its obligations under the FCA Rules to obtain the best result in the circumstances for the pension funds. IAML also has commission sharing arrangements in order to use some of the commissions paid to brokers to pay for execution and research services used in the managing of the funds, as permitted by the FCA. Details of these arrangements are available from Invesco on request.

General

Invesco Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our firm registration number is 188249. You can check our details by visiting the Register on the FCA's website fca.org.uk register or by contacting the FCA on 0800 111 6768, or on the PRA's website or by contacting the PRA on 0207 601 4878.

The FCA's address is 12 Endeavour Square, London E20 1JN, UK and the PRA's address is 20 Moorgate, London EC2R 6DA, UK.

How to complain

If you have a complaint, please contact the Pensions Team, Invesco Pensions Limited, Post Handling Centre, Maclaren House, Talbot Road, Stretford, Manchester, M32 0FP.

If your complaint is not resolved by us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service. You can contact them on 0800 023 4567 (from a 'fixed line') or 0300 123 9123 (from a mobile), or visit www.financial-ombudsman.org.uk. The Financial Ombudsman Service's address is Exchange Tower, London E14 9SR.

We will inform you of your rights when answering your complaint. A summary of our process for dealing with complaints is available on request. Contacting the Financial Ombudsman Service does not prevent you from later taking legal proceedings.

Compensation

If we are unable to meet our obligations to you under the Plan, you may be entitled to compensation under the Financial Services Compensation Scheme (the "FSCS"). Whether you would be able to claim compensation from the FSCS will depend on the circumstances of the claim and whether you are eligible to claim.

You can find more information in relation to the FSCS at www.fscs.org.uk.

Your right to cancel

You have the right to cancel the Plan within thirty (30) days of having received notification from us that the Plan has been issued. We will send a cancellation form to you together with this notification. You will be assumed to receive this notification five (5) days after it has been sent.

If you exercise your right to cancel, the Plan will be terminated and we will pay to you the lower of:

- (i) the total contributions into the Plan reduced to take into account any benefits already paid from the Plan; and
- (ii) the surrender value in relation to all the units allocated to the Plan, plus any charges that we have deducted from that value.

This means that, if the total value of the units allocated to the Plan has fallen since you made your contribution(s), the amount you get back on a cancellation will be less than the amount that you invested.

In order to exercise your right to cancel, you should return the cancellation form or write to the Company at Pensions Team, Invesco Pensions Limited, Post Handling Centre, Maclaren House, Talbot Road, Stretford, Manchester, M32 0FP informing us that you wish to cancel.

If you do not exercise your right to cancel within the 30-day cancellation period, you will lose your right to cancel and the Plan will continue until terminated in accordance with its terms.

Contact us

Pensions Team
Telephone 0800 420 042

pensions@invesco.com
invesco.co.uk/pensions

Telephone calls may be recorded

Invesco is a business name of Invesco Pensions Limited
Registered address: Perpetual Park, Perpetual Park Drive,
Henley-on-Thames, Oxfordshire RG9 1HH, UK
Registered in England and Wales No. 3507379

Invesco Pensions Limited is authorised by the Prudential
Regulation Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority

Administration services provided by Mercer, a Marsh & McLennan
company, for and on behalf of Invesco Pensions Limited.

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