

# PRIVATE CLIENT PORTFOLIO

## GENERAL CONDITIONS UNITED KINGDOM

### INTRODUCTION

The following are the terms and conditions that apply to your Utmost Luxembourg S.A. Policy. Please read them carefully and contact your Intermediary if you are unsure of their meaning. Your Policy consists of one thousand separately numbered policy segments. These General Conditions apply separately to each segment.

### 1 INTERPRETATION

In these General Conditions, unless the context otherwise requires:

- 1.1 Words in the singular include the plural and vice versa;
- 1.2 A reference to one gender includes a reference to the other genders; and
- 1.3 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment.

### 2 THE POLICY

- 2.1 The Policy is a single-premium, unit-linked, last-death, whole-of-life assurance contract in which the Policyholder assumes the investment risk. It provides for the payment of a variable capital sum dependant primarily on the Cash Surrender Value following the death of the last surviving Life Assured or surrender of the Policy.
- 2.2 The Insurer may accept or reject the Application Form at its complete discretion and will notify the Policyholder of such acceptance or rejection following receipt of the Application Form. Completing the Application Form imposes no obligation on the Policyholder or on the Insurer to conclude the Policy and does not immediately trigger the commencement of the insurance cover.
- 2.3 The Policy does not confer any right to share in the profits of the Insurer.

- 2.4 The currency of the Policy will be that confirmed in the Policy Schedule.

### 3 START DATE

- 3.1 The Policy will take effect on the date and at the time of issuance of the Policy Schedule, i.e. following the receipt and acceptance by the Insurer of a correctly completed Application Form (with any prescribed supporting documentation) and cleared funds for the initial Premium.
- 3.2 The Premium will be allocated to the Underlying Assets on the first practicable Dealing Day following such receipt and acceptance.

### 4 CANCELLATION

- 4.1 The Policyholder may cancel the Policy within 30 calendar days of receipt of the Policy Schedule by returning the pre-printed cancellation notice to the Insurer by registered mail.
- 4.2 During the cancellation period, the Premium will remain invested in the Underlying Assets.
- 4.3 The Policy will cease to have effect and the Insurer will cease to provide the Death Cover from the date on which the Insurer receives the completed cancellation notice. The Insurer will liquidate the Policy on the first practicable Dealing Day following receipt of such notice and will refund the Policy Value in the currency of the Policy.
- 4.4 If the Policy Value falls before the Insurer makes the refund then the refund will be reduced accordingly.
- 4.5 Any Initial Advice Fee already paid to the adviser will not be refunded by the Insurer in the event of the cancellation option being exercised.

## A WEALTH *of* DIFFERENCE

[www.utmostinternational.com](http://www.utmostinternational.com)

Utmost Luxembourg S.A. is registered with R.C.S. under number B37604 and regulated by the Commissariat aux Assurances (CAA)  
Registered office address: 4, rue Lou Hemmer, L-1748 Luxembourg, Grand-Duché de Luxembourg  
Utmost Wealth Solutions is registered in Luxembourg as a business name of Utmost Luxembourg S.A.

## 5 DURATION

Without prejudice to sub-clause 12.7 c), the Policy will terminate on the sooner of:

- a) payment of the Policy Proceeds following a valid death claim; or
- b) payment of the Cash Surrender Value following a surrender.

## INVESTMENT

### 6 PREMIUM

- 6.1** The minimum initial Premium and the minimum additional Premium are as stated in the Application Form. All Premiums are accepted at the Insurer's discretion and require the prior consent of the Insurer. In case the Policyholder wishes to add additional Premiums, he shall send the request through the specific form provided by the Insurer for this purpose.
- 6.2** Should the Insurer agree to accept any Premium or make any payment under the Policy in another currency, such Premium or payment will bear the associated currency risk or foreign exchange charges.

## OPERATION OF THE PORTFOLIO

### 7 FUND SELECTION

- 7.1** The Policyholder (or any Adviser he has authorised to do so) may select, and may only select:
  - a) Units in any Internal Fund established, by the Insurer; and
  - b) Units in any External Fund made available by the Insurer,

provided that such Fund and its Fund Assets are recognised as qualifying assets by the CAA and provided that such Funds are made available by the Insurer to all policyholders or to a class of policyholders of which the Policyholder is a member. The Insurer reserves the right to reject or dispose of any Underlying Asset, including any Internal Fund Asset, at its absolute discretion in order to ensure that the Portfolio complies with applicable law or regulation.

- 7.2** By making a selection under sub-clause 7.1, the Policyholder represents and warrants that such selection is made in the light of advice received from his Adviser.

- 7.3** The Policyholder or authorised Adviser may, at any time, request that Units in any Fund to which the Policy is linked be substituted by Units in another Fund permissible under sub-clause 7.1, in which case the Insurer will establish the redemption value of the Units in the existing Fund and apply such redemption value to the acquisition of Units in the new Fund.

- 7.4** The Policyholder may request that the Insurer appoints an Investment Manager to select and substitute, at its discretion, Underlying Assets falling within the scope of sub-clauses 7.1 a) and 7.1 b), in which case neither the Policyholder nor the Adviser may avail themselves of sub-clauses 7.1 to 7.3. Any appointment of Investment Manager will comply with sub-clause 9.1.

- 7.5** The availability of Funds, the terms applicable to them and the criteria for membership of any class of eligible policyholders are specified in the Insurer's records. Such information may be obtained by the Policyholder on request.

- 7.6** The Insurer will select or substitute Units on the next practicable Dealing Day following receipt of a request to do so.

### 8 DISCRETIONARY INVESTMENT MANDATES

The Insurer may from time to time make available discretionary investment mandates. If the Policyholder has chosen a discretionary investment mandate in the Application Form or by such other method as the Insurer may have prescribed, the following will apply.

- 8.1** Clause 7 will not apply to the element of the Portfolio in respect of which a discretionary investment mandate has been selected.

- 8.2** The Insurer will appoint an Investment Manager with full powers of acquisition, disposition and transposition of assets, in accordance with the chosen discretionary investment mandate. Any appointment of an Investment Manager will comply with sub-clause 9.1.

- 8.3** The element of the Portfolio in respect of which a discretionary investment mandate has been chosen will be managed by the Investment Manager in accordance with the chosen discretionary investment mandate. Fund Assets will continue to be managed by the appointed Fund Manager in accordance with the investment strategy of the relevant Fund.

- 8.4** The Policyholder may request a change of discretionary investment mandate. If accepted, the change will take effect within ten Business Days beginning on the Business Day after the Insurer receives such request.

**9 EXCLUSION OF THE POLICYHOLDER AND OTHERS FROM THE SELECTION OF LINKED ASSETS**

**9.1** None of the persons referred to in sub-clause 9.2 (and no combination of any one or more of those persons) will, in any circumstance, have any direct or indirect right, power or other ability to select or to influence or control in any way whatsoever the selection of:

- a) the investment strategy of a Fund;
- b) Fund Assets at any time directly or indirectly (whether through a holding company or otherwise) comprised in a Fund or which are in any way directly or indirectly linked to the value of such Fund;
- c) Underlying Assets managed by an Investment Manager; or
- d) Underlying Assets falling outside the scope of sub-clause 7.1

**9.2** The persons referred to in sub-clause 9.1 are:

- a) the Policyholder;
- b) a person acting on behalf of the Policyholder;
- c) a person connected with the Policyholder;
- d) a person acting on behalf of a person connected with the Policyholder;
- e) the Policyholder and a person connected with the Policyholder;
- f) a person acting on behalf of both the Policyholder and a person connected with the Policyholder.

**9.3** For the purposes of this clause any question of whether a person is connected with another will be determined in accordance with the provisions of ss. 993 and 994 Income Tax Act 2007, as may be amended, and a Beneficiary will be deemed to be a person connected with the Policyholder. For the avoidance of doubt, if at any time there are two or more persons who are the Policyholder then references to the Policyholder include any of those persons.

**9.4** The Policyholder will give the Insurer, or any person authorised by the Insurer, such information as the Insurer may from time to time require to ensure compliance with sub-clause 9.1.

**9.5** For the avoidance of doubt, the Investment Managers of the Policy and each Internal Fund are appointed by and act on behalf of the Insurer and not any person referred to in sub-clause 9.2.

**9.6** Sub-clause 9.1 applies notwithstanding anything to the contrary herein expressed or implied and will override any provision contained in these General Conditions or any other conditions or schedule or terms applicable in relation to the Policy inconsistent with it.

**10 ADMINISTRATION OF THE POLICY**

**10.1** All interest, dividends, distributions and any other income that the Insurer receives in respect of the Underlying Assets will accrue to, and form part of, the Portfolio. Such income will be credited to the cash account referred to in sub-clause 10.2 unless reinvested on the request of an Adviser or by an Investment Manager or Fund Manager in accordance with the investment mandate or strategy for which it is responsible.

**10.2** The Portfolio will incorporate a cash account into which interest, dividends, distributions and any other income may be paid and into which any direct cash investment will be placed. The cash account, established with the Insurer's custodian bank, will be used for the purpose of paying the charges and expenses that apply to the Policy and to fund any withdrawals and Regular Withdrawals. If there are insufficient funds in the cash account to pay expected Charges and Expenses or Withdrawals or Regular Withdrawals, Underlying Assets will be sold until sufficient funds are available.

**10.3** Unless otherwise agreed, the Investment Manager or, if none has been appointed, the Adviser is responsible for the cash management of the Portfolio, and will retain sufficient liquidity to enable the Portfolio to meet its day-to-day commitments (including payment of expected Charges and Expenses). For the purposes of retaining sufficient liquidity the Insurer may sell or, if applicable, instruct the Investment Manager to sell such Underlying Assets as the Insurer deems fit.

**10.4** Should Underlying Assets be denominated in a currency other than the reference currency of the Policy, a movement in the exchange rate between such Underlying Assets and the reference currency may have a separate effect, favourable or unfavourable, on the gain or loss otherwise experienced on the Underlying Assets.

**10.5** Other than where Underlying Assets are managed by an Investment Manager, they may not include cash in a foreign currency if such cash is held wholly or partly for the purpose of generating a gain through its disposal.

- 10.6** The Underlying Assets are legally segregated from the Insurer's corporate assets and liabilities and, with the exception of External Fund Assets, are deposited with a custodian bank appointed with the approval of the CAA. Such deposited assets are held off the balance sheet of the custodian bank, with the exception of cash deposits, which are subject to the risk that the bank may default on its obligation to repay the deposit. This risk is borne by the Policyholder.
- 10.7** All Underlying Assets remain the sole property of the Insurer with the exception of External Fund Assets, which belong to the relevant External Fund. In the event of liquidation of the Insurer, the Policyholder holds a preferential right over the Underlying Assets according to article 253-1 et seqq. of the Luxembourg Law of 7 December 2015 on the Insurance Sector, as amended.
- 10.8** It is a legal and regulatory requirement for the Insurer to deposit the Underlying Assets with a custodian bank. The Policyholder agrees that in the event that the deposit agreement with the Custodian Bank is terminated, the Insurer shall give notice of such fact to the Policyholder and appoint a custodian bank from a list of custodian banks located within the EEA with which it has already concluded a deposit agreement.

## 11 VALUATION OF THE UNDERLYING ASSETS

- 11.1** The Underlying Assets will be attributed market value or, if such information is unavailable, the fair value that the Insurer or an independent valuation specialist deems most closely representative of market value, in accordance with the rules on asset valuation applicable to insurance companies. Fund Assets, particularly if they include unlisted securities, may be difficult to value and the value attributed to such assets may therefore not accurately represent the sum for which they could be realised. The corresponding effect on Unit prices may be positive or negative.
- 11.2** The Insurer will send a comprehensive valuation statement to the Policyholder annually and free of charge.

## INVESTMENT FUNDS

### 12 INTERNAL FUNDS

- 12.1** This clause will apply if the value of all or part of the Portfolio is determined by reference to Units in an Internal Fund.

- 12.2** The Insurer will choose an investment strategy for the Internal Fund (being a strategy consistent with sub-clause 9.1). The Insurer will appoint one or more Fund Managers whose role may be either that of providing investment advice to the Insurer or managing Fund Assets for the Insurer in accordance with the chosen investment strategy or both, provided:
- that any appointment complies with sub-clause 9.1;
  - that there is no appointment of or in favour of any Excluded Person; and
  - that any such Fund Manager does not include any Excluded Person.
- 12.3** Responsibility for following the Internal Fund's investment strategy rests with the Fund Manager.
- 12.4** The Insurer may at its sole discretion (and consistently with the requirements of sub-clause 9.1) appoint or procure the appointment of any director or administrator of any holding company through which any Internal Fund Assets are held.
- 12.5** The Policyholder may request, free of charge, the following information from the Insurer in respect of Units held in any Internal Fund:
- the name of the Internal Fund;
  - the identity of the Fund Manager of the Internal Fund;
  - the Internal Fund type as classified by the CAA;
  - the Internal Fund's investment policy, including any specialisation in particular geographic or economic sectors;
  - an indication as to whether the Internal Fund may invest in hedge funds;
  - information on the typical investor profile or the investment horizon;
  - the Internal Fund's launch date and, where applicable, its closing date;
  - the Internal Fund's annual historical performance for each of the past five financial years or, failing that, since its launch date;
  - the benchmark to be met by the Internal Fund or, if no specific benchmark can be given, one or more benchmarks against which the performance of the Internal Fund can be measured;
  - the place where information on the separate accounts of the Internal Fund can be obtained or consulted;
  - the procedure for assessing and, where applicable, publishing the Internal Fund's net asset value; and
  - the procedure for redeeming shares.

**12.6** The Policyholder is entitled to receive annually, free of charge, and at his request, an updated version of the information in sub-clause 12.5 when the performance of the Policy is published each year. In particular, the Policyholder may ask to be informed of the latest annual performance of the Internal Funds underlying the Policy.

**12.7** The Insurer may at any time cause an Internal Fund to become a Superseded Fund, in which event the Policyholder may choose one of the following options:

- a) Option 1: an investment switch, at no cost to the Policyholder, into a Fund with an investment strategy and charging structure similar to the Superseded Fund;
- b) Option 2: an investment switch, at no cost to the Policyholder, into a deposit account or a Fund with no investment risk; or
- c) Option 3: the termination of the Policy without surrender charges if the Superseded Fund represents more than 20% of the Cash Surrender Value of the Policy (disregarding the effect of withdrawal and surrender charges).

**12.8** If the Superseded Fund represents less than 20% of the Cash Surrender Value of the Policy (disregarding the effect of withdrawal and surrender charges) a sum corresponding to the value of the Units held in the Internal Fund at the time that it became a Superseded Fund may be withdrawn without withdrawal charges.

**12.9** In accordance with CAA regulations, the Insurer will notify the Policyholder of the above options prior to an Internal Fund becoming a Superseded Fund. If the Policyholder does not respond to such notification within the period specified in such notification, the Insurer will, without further notice, select a Fund in accordance with Option 1.

## 13 EXTERNAL FUNDS

**13.1** This clause will apply if the value of all or part of the Portfolio is determined by reference to Units in an External Fund.

**13.2** The Policyholder may request, free of charge, the following information from the Insurer in respect of Units held in any External Fund:

- a) the name of the External Fund and, where applicable, the subfund(s);
- b) the name of the management company of the External Fund and any subfund;
- c) the External Fund's investment policy, including any specialisation in particular geographic or economic sectors;

d) any information in the External Fund's country of origin or, failing that, in the Policyholder's country of residence, on the classification of the External Fund in terms of risk or typical investor profile;

e) the nationality of the External Fund and the body responsible for prudential supervision;

f) whether or not the External Fund is harmonised with Directive 85/611/EEC, as amended;

g) the External Fund's launch date and, where applicable, its closing date;

h) the External Fund's annual historical performance for each of the past five financial years or, failing that, since its launch date;

i) the place where the prospectus and annual and semi-annual reports of the External Fund can be obtained or consulted;

j) the procedure for publishing the External Fund's net asset value; and

k) restrictions on the redemption of Units in the External Fund.

**13.3** Responsibility for following the External Fund's investment strategy rests with the Fund Manager.

**13.4** Fund management companies may close or merge External Funds. Should this happen, the Policyholder will be given the opportunity to replace the closed or merged External Fund with a similar investment vehicle.

**13.5** The Policyholder is entitled to receive annually, free of charge, and at his request, an updated version of the information in sub-clause 13.2 when the performance of the Policy is published each year. In particular, the Policyholder may ask to be informed of the latest annual performance of the External Funds underlying the Policy.

## POLICY CHARGES AND EXPENSES

### 14 CHARGES

**14.1** The charges applicable to the Policy are those set out in the Application Form. If a withdrawal is made or the Policy is terminated before the expiry of the Initial Period and all or part of a charge is guaranteed, a lump sum will be deducted from the Portfolio to reflect the deductions that would otherwise have been made for the remainder of the Initial Period. While the Policyholder is tax resident in the UK, this lump sum charge will only apply to the extent that any withdrawals exceed the remaining 5% annual tax-deferred withdrawal allowance.

- 14.2** Additional Premiums are subject to the same charges and Initial Period as the initial Premium. The Initial Period in respect of an additional Premium will begin on the date on which such additional Premium is allocated to Underlying Assets.
- 14.3** If an Enhanced Death Cover is agreed then a mortality charge will be levied quarterly on the Portfolio. The particular mortality charge applicable to the Policy will depend on a number of factors including the age and health of the Life Assured and the Enhanced Death Cover chosen and will be based on the rates table maintained by the Insurer. An illustration of the charges will be provided to the Policyholder on request. Mortality charges may increase or decrease without notice during the term of the Policy although the rates and bases on which mortality charges are calculated will not change.
- 14.4** On withdrawal from or termination of the Policy, charges due to the Insurer, with the exception of any Policy Fee and mortality charges, will be applied on a pro rata basis by reference to the interval beginning with the commencement of the month, quarter or other period in respect of which the relevant charge is deducted and ending with the Dealing Day on which the withdrawal or termination is processed.
- 14.5** The Insurer may modify the charges at any time and will notify the Policyholder prior to the implementation of any such modification if it would result in an increase. Any modification of charges will be deemed to have been accepted by the Policyholder and will become effective on the thirtieth day following the day on which notification is sent to the Policyholder, unless the Policyholder objects by notice to the Insurer within that time. Reasons for an increase may include increased distribution costs, changes in taxation, law or regulation, and the circumstances described in clause 22. The rates and bases on which mortality charges are calculated will not change.
- 14.6** The Insurer reserves the right to modify charges where the Insurer is subject to a change of charging structure by a third party outside the control of the Insurer. This includes for example, a change of Investment Manager or Custodian Bank due to circumstances which are outside the control of the Insurer. The Insurer will notify the Policyholder of such modification and charge the Policy accordingly.
- 14.7** If, as a result of acquisitions made by the Investment Manager, the Underlying Assets comprise, at any time, Non-Traditional Assets, such as unlisted bonds/debt issued by an unlisted issuer, private equity funds or any other type of investment funds with limited liquidity of less than 6 months, or assets with restricted transferability, the Administration Charge will be increased by 25% to the extent of the investment in those assets and subject to a minimum increase of EUR 750 (or the equivalent in the Policy currency). The inclusion, as Underlying Assets, of Non-Traditional Assets other than those listed above is subject to the Insurer's prior consent and to additional charges to be agreed at that time.
- 14.8** The Insurer may deduct from the Policy Value administrative charges for processing certain Policy transactions including, but not limited to, changes of investment strategy, Policy assignment and the creation, in any legal form, of a charge or security over the Policy or individual Policy rights. Administrative charges may also be deducted if the Insurer is required to change its appointed Custodian Bank or Investment Manager or to reflect a change of insurance Intermediary or Policy Advisor. The cost of notarisation or apostille incurred in connection with any assignment, charge or security will be deducted from the Policy Value. The Insurer may deduct charges for costs incurred in researching or identifying the Beneficiaries of the Policy and/or to obtain the necessary information on the Lives Assured, including but not limited to, a Certificate of Life.
- 14.9** Depending on the terms of your Policy and the Custodian Bank, investments in certain Funds may at the discretion of the Insurer, result in a reduction in the Recurring Insurer Fee. The relevant Funds are indicated in the applicable list of available investments. The Insurer will not provide notice in the event of a fee change associated with a change in the combination of Funds linked to your Policy.
- 14.10** All calculations are rounded to two decimal places. Charges that are expressed as fixed will be subject to indexation annually at 1 January each year. The rate of indexation will be less than 2% above the reference index but never less than 0%. The reference index is the 12- monthly IPCH (Indice des Prix à la Consommation Harmonisé (Harmonised consumer price index)) rate, as published by STATEC (Service central de la statistique et des études économiques - the Luxembourg State Statistics Department) at the previous 30 November. The company will notify the Policyholder in advance if it changes the reference index.

## 15 EXPENSES

**15.1** Subject to sub-clause 15.2, any and all expenses incurred by the Insurer and/or the Investment Manager in operating the Policy and its Underlying Assets including, but not limited to:

- a) dealing costs relative to the purchase or sale of Underlying Assets;
- b) front-end charges on interests acquired in Funds;
- c) foreign exchange costs;
- d) duty (such as stamp duty);
- e) tax (such as value added tax and withholding tax);
- f) the cost of management of any holding company;
- g) capital calls; and
- h) third party charges such as custodian fees, bank charges, investment management fees (including applicable VAT or any equivalent tax) and broker fee:

will be deducted from the Portfolio. In order to ensure the payment of all such expenses and any other charges due or to be payable under the Policy from time to time, the Insurer reserves the right to sell Underlying Assets to ensure that the cash account contains, as a minimum, an amount which the Insurer considers to be sufficient to reflect charges and expenses expected to be due or outstanding at the end of a quarter.

**15.2** In the event that on surrender or termination of the Policy, the Policy Value is insufficient to pay any outstanding charges and expenses, the amount outstanding to the Insurer under the Policy shall remain due to the Insurer who shall be entitled to recover such unpaid amounts, from the Policyholder.

For the avoidance of doubt, the Insurer is entitled to proceed to the sale of the Underlying Assets to recover any charges or expenses relating to the Policy and/or the Underlying Assets.

**15.3** Expenses incurred under sub-clause 15.1 will pro rata reduce the value of the units in the underlying Funds.

## WITHDRAWALS AND SURRENDERS

### 16 WITHDRAWALS

**16.1** The Policyholder may request a withdrawal in writing at any time. These withdrawals are subject to a minimum value of GBP 500 or such other minimum value as the Insurer may prescribe.

**16.2** If a withdrawal would reduce the Policy Value to below the minimum initial Premium stated in the Application Form, the Insurer reserves the right to give effect to such withdrawal as though it were a surrender of the Policy.

**16.3** If one or more requests are received which would result in the withdrawal from a Fund of 15% or more of its net asset value on one Dealing Day, the Insurer reserves the right to postpone all withdrawals until sufficient cash has been generated to fund them.

**16.4** Where the Underlying Assets of the Policy are not readily realisable, the Insurer reserves the right to refuse a withdrawal request if after such withdrawal a minimum of 5% of the Policy Value in liquid assets and/or cash cannot be maintained.

### 17 SURRENDER

**17.1** The Policyholder may request the surrender of the Policy at any time. The Policy will terminate and the Policyholder will be entitled to the Cash Surrender Value.

**17.2** The Policyholder must send a surrender request to the Insurer, together with the relevant bank account details and a copy of the Policyholder's identity card or passport.

### 18 SETTLEMENT

**18.1** The Insurer performs withdrawals and surrenders on the first practicable Dealing Day following receipt of the request. The Cash Surrender Value on such Dealing Day, or relevant part thereof, will be paid in the currency of the Policy. Settlement can be made in an alternative currency on the request and at the expense of the Policyholder.

**18.2** Settlement will be made by bank transfer to the Policyholder's bank account. Physical cash payments will not be made.

**18.3** The Portfolio may comprise Underlying Assets of limited liquidity that cannot be traded or are not quoted on a regular basis. In the event of a withdrawal, Regular Withdrawal or surrender, such Underlying Assets will need to be realised to fund the payment.

**18.4** Should the Insurer deem it necessary, (for example, in light of law or regulation or if illiquidity prevents a physical sale of Underlying Assets to fund any withdrawal, Regular Withdrawal or surrender made on the Policy) the Insurer will effect a transfer in specie to the Policyholder, of an appropriate portion of such Underlying Assets in lieu of cash. If the transfer is of Internal Fund Assets, the Insurer will have regard to the Units held by the remainder of the policies invested in the Internal Fund at that time and to the proportion of the Internal Fund that the Internal Fund Assets represent.

## BENEFITS

### 19 DEATH COVER

**19.1** The Death Cover in the event of the death of the last surviving Life Assured amounts to one per cent of the Cash Surrender Value as calculated under sub-clause 20.2. The Death Cover is limited to GBP 5,000, unless an Enhanced Death Cover has been agreed, and applies to the Policy as a whole, regardless of the number of Segments of which the Policy is comprised. The Death Cover is applied across all policies under which the same Life Assured triggers a termination/death event.

**19.2** The Policyholder must submit a written request to the Insurer if an Enhanced Death Cover is required.

**19.3** The provision of Enhanced Death Cover may be subject to medical underwriting. No Enhanced Death Cover will be provided until any necessary underwriting has been completed, the Enhanced Death Cover has been accepted by the Insurer and such acceptance has been confirmed to the Policyholder.

**19.4** No Enhanced Death Cover will be granted unless all of the Lives Assured are aged 16 to 85 (inclusive) at the date of the request.

**19.5** The Enhanced Death Cover will be set out on the Policy Schedule or, if agreed after the Start Date, on the corresponding endorsement and, unless otherwise confirmed to the Policyholder, will not exceed the GBP equivalent of EUR 20 million.

**19.6** If the Policy Value is insufficient to fund the mortality charge in respect of the Enhanced Death Cover, the Enhanced Death Cover will immediately terminate.

**19.7** If the last surviving Life Assured is the last surviving life assured on more than one of the Insurer's policies, the Death Cover will be split proportionally across the policies.

### 20 INSURED EVENT

#### 20.1 Formalities

- a) Following a claim for the Policy Proceeds, the Insurer will pay such Policy Proceeds to the person with legal title to the Policy or, where applicable, to the Beneficiary provided that:
- i) in order to determine the recipient's entitlement to, and the amount of, the Policy Proceeds, the following:
    - › a certified copy of the death certificate of each Life Assured (stating the date and cause of death);
    - › a certified copy of the passport or identity card of the person claiming the Policy Proceeds;
    - › if appropriate, the grant of representation evidencing the entitlement of the claimant;
    - › if the Policy is held by a trust, the trust deed under which the trustees derive title; and
    - › such other documentation as the Insurer may reasonably require. The Insurer will specify any such requirements once a claim has been submitted;
  - ii) the Policy remains unencumbered by any charge or assignment;
  - iii) the Underlying Assets have been realised or have become immediately transferable; and
  - iv) the Insurer has communicated its acceptance of the claim.
- b) The cost of providing any information required by the Insurer will be borne by the person claiming the Policy Proceeds.

## 20.2 Settlement

- a) The Insurer will determine the value of the Policy Proceeds on the next practicable Dealing Day following receipt of the claim and compliance with sub-clause 20.1.
- b) The Policy Proceeds will be paid net of any charges and expenses in the currency of the Policy by bank transfer to the person entitled thereto. Physical cash payments will not be made.
- c) The Policyholder (or the Beneficiary if one has been nominated) will continue to bear any investment risk, and Policy charges will continue to be applied, while the Insurer completes payment of the Policy Proceeds. Depending on the liquidity of the Underlying Assets, payment of the Policy Proceeds in cash or in specie could take a number of months after receipt by the Insurer of a claim.
- d) Should the Insurer deem it necessary, (for example, in light of law or regulation or if illiquidity prevents a physical sale of Underlying Assets to fund any claim to the Policy Proceeds) the Insurer will effect a transfer in specie of an appropriate portion of such Underlying Assets in lieu of cash. If the transfer is of Internal Fund Assets, the Insurer will have regard to the Units held by the remainder of the policies invested in the Internal Fund at that time and to the proportion of the Internal Fund that the Internal Fund Assets represent.

## 21 EXCLUDED RISKS

The Policy Proceeds will be limited to a sum equal to the Cash Surrender Value if the death of the last surviving Life Assured is a result of:

- a) Suicide, or self-inflicted injury resulting from an attempt to commit suicide, leading to his or her death less than one year after the Start Date;
- b) Capital punishment or a criminal offence in which he or she was the author or co-author and the consequences of which he or she could have foreseen;
- c) War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not;
- d) Risks incurred in or on motorised vehicles during competitions or speed rallies;
- e) Practice of an extreme sport, which is defined as a sport involving a higher level of risk than normal such as combat sports, climbing, mountaineering, stunt activities, caving, acrobatic snow sports, snow sports away from marked pistes, trekking, rafting, bobsleighbing and kite surfing;
- f) Participation in aviation activities other than as a fare-paying passenger in an aircraft which is authorised by the relevant regulations to carry such passengers between established aerodromes;
- g) Explosion of armaments or devices designed to explode by altering the structure of the atomic nucleus; or
- h) The intentional or fraudulent involvement, whether directly or indirectly, of a Beneficiary, or any other person due to benefit directly or indirectly from the Policy Proceeds, in the cause of the Life Assured's death.

## MISCELLANEOUS

### 22 EXCEPTIONAL CIRCUMSTANCES

**22.1** In the event that exceptional circumstances arise affecting the Insurer's business or any of the terms herein, the Insurer may alter the operation of the Policy to take account of the new circumstances provided that, following such alteration, the Policy benefits are equivalent in all material respects to those available prior to the alteration.

**22.2** Alternatively, and notwithstanding sub-clause 22.1, the Insurer may suspend the Policyholder's rights or selected provisions of the Policy if exceptional circumstances so demand.

**22.3** Any choice between alteration or suspension of the Policy will be made in the best interests of the Policyholder.

**22.4** Exceptional circumstances are:

- a) changes to statute or regulation;
- b) instructions from a regulatory body with authority over the Insurer and/or the Underlying Assets;
- c) suspension of the valuation of Underlying Assets;
- d) changes to the Insurer's business;
- e) changes to the Insurer's investment activities; or
- f) changes to the Insurer's administration and will be notified to the Policyholder.

### 23 TAXATION

**23.1** The particular tax treatment applicable to the Policy will depend on a number of factors, which may include the Policyholder's and any Beneficiary's residence at the time of signature of the Application Form, during the Policy's term or upon its termination. In particular, depending on tax legislation in the Policyholder's country of residence, surrenders, withdrawals, Regular Withdrawals and Policy Proceeds may be subject to taxation.

- 23.2** Notwithstanding anything to the contrary in this Policy, if an amount paid to, or for the benefit of, a Policyholder under this Policy is subject to withholding tax in accordance with the laws of any country neither the Insurer nor any other person will be obliged to pay additional amounts to such Policyholder to compensate for such withholding.
- 23.3** The Insurer declines all responsibility in respect of changes in taxation, legislation or revenue practice in either the Grand Duchy of Luxembourg or the United Kingdom that occur after the time of going to print.
- 23.4** The Insurer strongly recommends that independent professional tax advice be obtained.

## 24 NON-DISCLOSURE AND MISREPRESENTATION

- 24.1** Should the Policyholder or the Life Assured make any non-disclosure or misrepresentation of information, the Insurer may avoid the Policy and its liability will be limited to the payment of a sum equal to the Cash Surrender Value.
- 24.2** Without prejudice to sub-clause 24.1, if an Enhanced Death Cover is agreed and the age of the Life Assured is subsequently found to have been inaccurately declared but within the range given in sub-clause 19.4, the Insurer may adjust the Enhanced Death Cover and the charges to take account of the correct age. Such adjustment will be deemed to take effect from the Start Date.

## 25 COMPLAINTS

- 25.1** The Policyholder may address any complaint in writing to Utmost Luxembourg S.A. - Complaints Officer at the Insurer's address for correspondence.
- 25.2** Should any complaint not be resolved to the Policyholder's satisfaction, he may file a complaint with:
- › the Commissariat aux Assurances, at 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duché de Luxembourg.
- 25.3** Making a complaint will not prejudice the Policyholder's right to take legal proceedings.
- 25.4** The CAA regulation 19/03 (the 2019 Regulation) introduced an out-of-court complaint resolution procedure allowing escalation of a complaint to the CAA (the Procedure).

Following the 2019 Regulation, a request can be submitted to CAA by the Policyholder only to the extent that:

- › The formal complaint has been filed in writing with the Insurer and the Policyholder has not received an answer or a satisfactory answer within 90 days.

- › The request is admissible pursuant to article 4 of the 2019 Regulation.
- › The request to the CAA is filed in Luxembourgish, German, French or English and contains the information listed in article 5 (2) of the 2019 Regulation.

The CAA may request the production of additional documents or information it deems necessary. It will acknowledge receipt of the request within 10 business days and transfer a copy of the request to the Insurer which shall take position within 30 days.

The CAA shall issue a reasoned conclusion within 90 days once it has received all the information necessary to its analysis. The 90 days period may be extended in case of highly complex cases; in which event the CAA will inform the Policyholder and the Insurer.

The Procedure is in writing, free of charge and its conclusions are not binding upon the Policyholder or the Insurer.

More information on the Procedure can be found on the CAA website: [www.caa.lu](http://www.caa.lu)

More information on our complaint management policy relating to complaint management can be found on our website: [www.utmostinternational.com](http://www.utmostinternational.com).

## 26 NOTICES AND CORRESPONDENCE

- 26.1** All notices and requests of the Policyholder must be sent by registered mail to the registered address of the Insurer. The Insurer will not be held responsible for the incorrect execution or nonexecution of instructions that are illegible or incomplete.
- 26.2** Unless otherwise chosen by the Policyholder in the Application Form, the Insurer will send paper correspondence by regular post to the Policyholder, to the latest address communicated in writing by the Policyholder. The Policyholder is obliged to inform the Insurer within thirty days in case of change of residence (or transfer of registered office, in the case of a legal entity) or change of correspondence address.

However, the Insurer will send contractual correspondence to the Policyholder electronically, by email to the personal email address provided by the Policyholder or via a personal user account set up to this effect on the Insurer's digital platform, if the Policyholder has previously consented to the use of electronic communication and whether this mode of communication is appropriate for the context in which the relationship between the Insurer and the Policyholder is or will be conducted. In this regard, it should be noted that communications by electronic means are appropriate if the Policyholder has regular access to the Internet, provides his e-mail address and expresses his consent to use the Insurer's digital platform.

Correspondence received electronically replaces paper correspondence.

A notification will be sent by the Insurer to the email address provided by the Policyholder, for each new document made available in his user account on the Insurer's digital platform.

- 26.3** All documents shall be deemed to have been validly notified and delivered to the Policyholder as of the date they are sent securely by email to the Policyholder or made available by the Insurer on the Insurer's digital platform. **Therefore it is the responsibility of the Policyholder to read and access, whenever necessary, any document made available securely by the Insurer.**

The Policyholder who opts for receiving the communication by electronic means shall nevertheless have the right to request, free of charge, a hard copy of the communications sent by electronic means.

The Insurer reserves the right to exceptionally send paper communication to the Policyholder's residential address when it is required by applicable laws or in case of force majeure or when the electronic means is not available.

The Policyholder can revoke his consent to receive communication by electronic means at any time by contacting the Insurer. Such a revocation will not affect the lawfulness and validity of documents previously transmitted electronically based on consent before withdrawal. In this case, the Policyholder acknowledges and accepts that the means of communication with the Insurer will be in paper format to the residential address held on file by the Insurer from the date his request is acknowledged by the Insurer.

- 26.4** The Policyholder can give a third party the power to receive on his behalf the Policy Schedule and the contractual communications. This option requires the signature by the Policyholder of the Information Disclosure Agreement form in the favour of the third party. The sending of communications to the third party shall be understood to be equivalent, for every legal effect, as sending them to the Policyholder. The Policyholder acknowledges that the Insurer will not incur in any liability arising from this choice.

- 26.5** The Insurer reserves the right to contact the Policyholder directly at the last reported address of residence. The Insurer shall have the right, but not the obligation, to contact the Policyholder at any other address at which, in the judgment of the Insurer, information may reach the Policyholder, using for this purpose such means of communication as the Insurer deems most appropriate (e.g., telephone, fax or e-mail).

- 26.6** The Insurer may not send promotional material, advertising or other commercial communications, unless authorized by the Policyholder.

- 26.7** Where there is more than one Policyholder, it will be sufficient for the Insurer to send each communication to any one of them, it being understood that each Policyholder gives a mandate to the others.

- 26.8** If the Insurer requires information from the Policyholder to comply with local or foreign law or regulation, including tax obligations, the Policyholder agrees to provide the required information, including any tax or financial information.

**27 ELECTRONIC SIGNATURES**

- 27.1** The Insurer makes available the use of electronic signatures for any signature of any pre- and / or (post-)contractual documentation during the term of the Policy. This service is free of charge. Utmost Luxembourg S.A.'s electronic signature process falls within the provisions of European Regulation n°910/2014/EU on electronic identification and trusted services for electronic transactions in the European internal market (the "eIDAS" Regulation) and is qualified as an "advanced electronic signature" within the meaning of article 26 of the eIDAS Regulation.

**27.2** The Policyholder shall declare his consent to use the electronic signature as described above and to the related terms and conditions and to the use by the Insurer of the personal email address and mobile telephone number that he has provided, whenever an electronic signature is required and for which he will receive notifications by email. In the event of a joint subscription, a separate personal email address and a separate personal mobile number for each Policyholder will be required for the use of the electronic signatures.

**27.3** Where the Policyholder has agreed to the use of electronic signatures, the Policyholder accepts that it constitutes a valid signature and that any document signed electronically gives rise to the same rights and obligations than if it was signed by hand.

**27.4** The Policyholder has the right to revoke his consent on the use of electronic signatures at any time by contacting the Insurer, such revocation having no effect on any documents previously completed by means of an electronic signature. In this case, the Policyholder acknowledges and agrees that the documents, following such choice, will be signed using a handwritten signature.

## 28 ASSIGNMENT

**28.1** The Policyholder may assign or otherwise charge the rights conferred under the Policy or individual Segments.

**28.2** Where a Segment or Segments are assigned to a new policyholder, those Segments will continue to be managed and administered on an identical basis to the original Policy.

**28.3** Should the new policyholder wish to deviate from any aspect of the original Policy construction or management, the net asset value of the Segments (both those being assigned and the retained segments by the original Policyholder) must be greater than EUR 125,000 or the equivalent in another currency.

**28.4** The fees set out in the Schedule of Charges, and detailed in clauses 15 and 16 of the General Conditions, are shared equally across segments. In the case of an assignment of Segments, the Policyholder will ensure that the new Policyholder of assigned Segments is aware of the fees applicable to those Segments.

## 29 SEVERANCE

**29.1** The illegality, invalidity or unenforceability of all or part of any provision of the Policy will not affect the validity of the Policy as a whole.

**29.2** If a provision of the Policy (or part of any provision) is found illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

## 30 CONTRACTS (RIGHTS OF THIRD PARTIES)

**30.1** With the exception of any Beneficiary, the Policyholder and the Insurer agree, for the purposes of the Contracts (Rights of Third Parties) Act 1999, that there is no intention to confer contractual rights on any third party who might otherwise benefit under the Policy and that no such third party will have any rights under or in connection with the Policy.

**30.2** The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Policy are not subject to the consent of any third party.

## 31 GOVERNING LAW AND JURISDICTION

**31.1** The Policy will be governed by and construed in accordance with English law.

**31.2** In respect of any dispute arising out of or in connection with the Policy, the Policyholder and the Insurer submit to the exclusive jurisdiction of English courts.

## GLOSSARY OF DEFINITIONS

**ADMINISTRATION CHARGE:** A fixed sum or a percentage of the Policy Value, calculated quarterly and levied within the month immediately following each calendar quarter end for the duration of the Policy.

**ADVISER (also BANK or BROKER):** a natural or legal person authorised by the United Kingdom Financial Conduct Authority or its successor (or the equivalent regulatory body in another country) to advise on investments, including the acquisition, retention or disposal of life policies.

**APPLICATION FORM:** the form, including any annexes, with the prescribed precontractual information, issued by the Insurer, completed and signed by the Policyholder, and designed to provide the Insurer with the details of the insurance arrangement and the facts and circumstances relating to its assessment of the insurance risk that it will acquire.

**BENEFICIARY:** any person nominated, on a Beneficiary Nomination Form issued by the Insurer, to receive the Policy Proceeds. No Beneficiary nomination is effective unless accepted by the Insurer.

**BUSINESS DAY:** a day (other than a Saturday, Sunday or public holiday in the Grand Duchy of Luxembourg) on which insurance companies in the Grand Duchy of Luxembourg are open for business.

**CASH SURRENDER VALUE:** the Policy Value, less any applicable charges.

**CAA:** Commissariat aux Assurances, Luxembourg regulator competent for the supervision of the insurance sector with its offices at 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duché de Luxembourg.

**CAA CIRCULAR LETTER 15/3:** circular letter of the Commissariat aux Assurances relating to the investment rules for life insurance products linked to investment funds. These investment rules and limits are available on the website of the CAA ([www.caa.lu](http://www.caa.lu)) or on request of the Policyholder to the Insurer.

**DEALING DAY:** any Business Day unless otherwise notified to the Policyholder by the Insurer.

**DEATH COVER:** bears the meaning attributed to it in sub-clause 19.1 and includes any Enhanced Death Cover.

**DPO:** the Data Protection Officer, via the following email address: [data.privacy@utmostgroup.lu](mailto:data.privacy@utmostgroup.lu).

**ENHANCED DEATH COVER:** any portion of the Death Cover in excess of GBP 5,000, as agreed between the Insurer and the Policyholder.

**EXCLUDED PERSON:** any person described in sub-clause 9.2.

**EXTERNAL FUND:** property listed in category 2, 3, 7, 8 or 9 of the table at s.520(2) Income Tax (Trading and Other Income) Act 2005, as further defined in s.520(4).

**FATCA:** means sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated US FATCA Regulations, the intergovernmental agreement between the US and Luxembourg which facilitates the implementation of the above, and any agreement with the US Internal Revenue Service or other applicable regulation.

**FUND:** an Internal Fund or an External Fund.

**FUND ASSETS:** assets in which a Fund is invested. INTERNAL FUND ASSETS and EXTERNAL FUND ASSETS are to be construed accordingly.

**FUND MANAGER:** a legal or natural person authorised by the United Kingdom Financial Conduct Authority or its successor (or the equivalent regulatory body in another country) to manage investments and who is appointed to manage Fund Assets.

**GENERAL CONDITIONS:** this document, which defines the terms and conditions of the Policy.

**GROUP:** All or any entity belonging to the Utmost Group, whether located in, but not limited to, the EEA, United Kingdom, Isle of Man or Guernsey.

**GDPR:** Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**INITIAL ADVICE FEE:** Reduces the Premium remaining for investment by the relevant percentage or fixed sum.

**INITIAL CHARGE:** Reduces the Premium by the relevant percentage or the fixed sum.

**INITIAL COMMISSION:** Reduces the Premium remaining for investment by the relevant percentage or fixed sum.

**INITIAL PERIOD:** where applicable, and subject to sub-clause 14.2, a period described in the Application Form and immediately following the Start Date to which a particular charging structure relates.

**INSURER:** Utmost Luxembourg S.A., whose registered office and address for correspondence appears in clause 26. The Insurer is subject to Luxembourg law and the regulations of the CAA.

**INTERMEDIARY:** a natural or legal person authorised by the United Kingdom Financial Conduct Authority or its successor (or the equivalent regulatory body in another country) to advise on investments, including the acquisition, retention or disposal of life policies.

**INTERNAL FUND:** a unitised internal linked fund (as defined in s.520 Income Tax (Trading and Other Income) Act 2005) established and maintained by the Insurer.

**INVESTMENT MANAGER:** a legal or natural person authorised by the United Kingdom Financial Conduct Authority or its successor (or the equivalent regulatory body in another country) to manage investments and who is appointed by the Insurer, at its absolute discretion, to manage all or part of the Portfolio. The Investment Manager acts on behalf of the Insurer and not on behalf of any Excluded Person.

**INVESTMENT STRATEGY:** the investment strategy of a Portfolio defined by the Policyholder in the Application Form or, where applicable, in a separate document forming an integral part of the Application Form, which the Investment Manager takes into consideration in its management of the Underlying Assets of the Portfolio selected by the Policyholder.

**LIFE ASSURED:** the natural person on whom the risk of the insured event is based and on whose death the Policy Proceeds become payable. The age of the life assured may not exceed 85 years old at the time of policy issuance, subject to alternative agreement with the Insurer.

**LIFE ASSURANCE BENEFIT:** the amount payable by the Insurer to the Beneficiary following the death of the last Life Assured.

**NON-TRADITIONAL ASSETS:** Underlying Assets composed of bonds/debts listed on an unregulated market, unlisted bonds/debt issued by an unlisted issuer, unlisted shares, private equity funds or any other type of investment funds with limited liquidity of less than 6 months, or assets with restricted transferability. Prior approval of the Insurer is required before investing into this type of assets.

**ONGOING ADVICE FEE:** A percentage of the Policy Value, calculated quarterly and levied within the month immediately following each calendar quarter-end for the duration of the Policy.

**POLICY:** the contract of life assurance comprising the Application Form, these General Conditions, the Policy Schedule and any health declaration, Beneficiary Nomination Form, annex, endorsement or other document validly incorporated by reference and with the Insurer's consent, whether before or following the Start Date.

**POLICY FEE:** A fixed sum per annum levied on a quarterly basis for the term of the Policy.

**POLICYHOLDER:** the natural person aged 18 or over, or the legal person, that signs the Application Form and thereby becomes the Insurer's counterparty, including that person's personal representatives, successors or permitted assigns for the term of the Policy, in which case the separation of rights and obligations under the Policy will be interpreted accordingly.

**POLICY PROCEEDS:** the sum of the Cash Surrender Value plus the Death Cover as calculated on the date of payment of the Policy Proceeds under clause 20.

**POLICY SCHEDULE:** the document sent by the Insurer to the Policyholder confirming acceptance of the Policy and detailing, among other information, the Policy number, the names of the Policyholder and Life Assured, the initial Premium and the Death Cover.

**PORTFOLIO:** see UNDERLYING ASSET.

**POLICY VALUE:** the value of the Portfolio from time to time taking into account accrued receivables and expenses but disregarding the effect of charges.

**PREMIUM:** a sum paid by the Policyholder to the Insurer as consideration for the Insurer's life assurance commitment under the Policy.

**PRIIPs:** Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products, as well as any implementing rules, including the Regulatory Technical Standards.

**RECURRING INSURER FEE:** the Administration Charge and, if applicable, the Policy Fee. These are set out in section 5 of the Application Form.

**REGULAR WITHDRAWALS:** automatic periodic withdrawals from the Policy.

**RENEWAL COMMISSION FEE:** A percentage of the Policy Value, calculated quarterly and levied within the month immediately following each calendar quarter-end for the duration of the Policy.

**SEGMENT:** One of multiple insurance contracts comprising the Policy.

**SPECIALISED INVESTMENTS:** Underlying Assets that are or that include: alternative funds such as real estate funds, hedge funds and funds of hedge funds/real estate funds, investment products linked to cryptocurrencies, derivatives (including currency forward rate transactions) which are not used for hedging purposes and structured products linked to hedge funds, derivatives, unquoted equities, unquoted bonds and private equity funds.

**START DATE:** the effective date of commencement of the Policy as described in clause 3.

**SUPERSEDED FUND:** an Internal Fund that has been closed, or the investment policy (as defined by the CAA) of which has been materially changed, by the Insurer.

**UNDERLYING ASSET:** an asset (including any Fund Asset) by reference to which all or part of the Policy Value is determined. The Underlying Assets are collectively referred to as the PORTFOLIO. The Underlying Assets will be invested in accordance with the investment rules as defined by the Luxembourg insurance regulator, the Commissariat aux Assurances.

**UNIT:** One of a number of parts of equal value into which a Fund is notionally divided.

---

All information given in these General Conditions is based upon the Insurer's understanding of English law and laws in the Grand Duchy of Luxembourg at the time of going to print.