

PRIVATE CLIENT PORTFOLIO

PRODUCT FEATURES GIBRALTAR

Utmost Wealth Solutions is the brand name used by a number of Utmost companies. This item has been issued by Utmost Luxembourg S.A.

OVERVIEW

PRODUCT FEATURES OF THE PRIVATE CLIENT PORTFOLIO

This document contains important information to help you to decide whether the Utmost Luxembourg S.A. Private Client Portfolio is right for you. You should read it carefully so that you understand what you are buying, and then keep it safe for future reference.

What follows is a brief guide to the product features of the Private Client Portfolio, which should be read in conjunction with the personal client illustration provided by your financial adviser.

ITS AIMS

- › The Private Client Portfolio is a life insurance product designed to provide for the payment of a variable capital sum dependent on the value of a portfolio of assets. Payment is made following the death of the last surviving Life Assured. The Policy can also be issued as a Mixed Policy in which case payment is made following the earlier of the death of the last surviving Life Assured and the Termination Date (as extended if applicable).
- › The product is designed to accumulate income and capital gains within the Policy without deduction of tax. Withholding tax may apply to the Underlying Assets in some jurisdictions.

YOUR INVESTMENT

- › By concluding the contract, you are investing in a unit-linked insurance policy with Utmost Luxembourg S.A.
- › The minimum initial and additional Premiums are as stated in the Application Form.

- › There is no maximum or minimum period for which your Policy may remain invested. Unless you have irrevocably nominated Beneficiaries, you may take withdrawals from, or surrender, the Policy at any time. There may be a charge for surrendering during the first five years.
- › The Private Client Portfolio offers a range of investment options, including Fixed Asset, Fund Selection and Discretionary Mandate (each of which is described further in the Policy's General Conditions).

RISKS

As with any investment, there are certain risks to take into account:

- › The Policy should be regarded as a medium to long-term investment. The amount received by you or your Beneficiaries depends on investment performance and is not guaranteed.
- › The growth in the value of the Policy may be less than that stated in the personal client illustration.
- › The value of the Policy may fall as well as rise and you or your nominated Beneficiaries may not get back the original amount invested, especially in the early years. Past performance is not necessarily a guide to future investment returns.
- › The charges may increase during the lifetime of your Policy.
- › The value of your Policy may be affected by currency exchange rate fluctuations and by currency conversion charges.
- › If your Policy is linked to Underlying Assets that are not traditional equities, bonds or investment funds, then its value may fluctuate significantly and the realisation of your investment may be delayed. Assets will be sold as quickly as possible to fund the payment.
- › Holders of policies issued by Utmost Luxembourg S.A. are protected by Luxembourg provisions, including Luxembourg policyholder protection rules. Different compensation arrangements would apply in the event of the failure of your financial adviser.
- › The Policy should achieve tax deferral in Gibraltar, under current rules. However, future changes in legislation and its interpretation may affect the tax treatment of your Policy and therefore the amount received by you or your Beneficiaries.
- › If your circumstances change, the Policy may cease to provide the benefits you require. It is your responsibility to inform Utmost Luxembourg S.A. of any change or proposed change of tax residence.

- › If you make an irrevocable Beneficiary nomination, you will be unable to take withdrawals or Regular Withdrawals from the Policy or to surrender or assign the Policy.
- › If you cancel your Policy during the thirty-day cancellation period, you may get back less than you invested.
- › **Utmost Luxembourg S.A. is not able to give advice so you should consult your financial adviser if you are uncertain as to whether this investment is suitable for you.**

QUESTIONS AND ANSWERS

WHAT IS THE PRIVATE CLIENT PORTFOLIO?

- › The Private Client Portfolio is a single premium unit-linked life assurance policy issued by Utmost Luxembourg S.A. and designed for Gibraltar residents.
- › The Policy is intended to pay a tax deferred capital sum to the Policyholder or to one or more nominated Beneficiaries following the death of the last surviving Life Assured or, if the Policy has been issued as a Mixed Policy and provided one or more Lives Assured are still living, on reaching a chosen Termination Date.
- › Where there is a Termination Date, it will automatically be postponed for successive periods of one policy year unless brought to an end by the Policyholder or, if deceased, the Beneficiaries on two months prior notice to Utmost Luxembourg S.A.
- › Your personal client illustration gives examples of how the investment works. Your client illustration should be considered together with this Product Features document.

HOW DOES IT WORK?

- › Your premium, which can be paid by cheque or bank transfer, is used to create your own segregated account in which assets underlying the Policy are kept separate from other assets.
- › You choose an investment option and your premium is invested accordingly.
- › Whole-of-life and Mixed Policy versions of the Private Client Portfolio are available.
- › You may specify that one or more individuals will receive the Policy Proceeds following death of the last surviving Life Assured and that the same or other Beneficiaries will receive the Policy Proceeds on reaching the Termination Date, or applicable anniversary thereof, if one or more Lives Assured are alive at that time.
- › The amount payable following the death of the last surviving Life Assured will be the Cash Surrender Value of the Policy (as defined in the General Conditions) plus a Death Benefit of a maximum of EUR 8,000 (or the equivalent in the currency of the Policy).
- › The amount payable on reaching the Termination Date, or its subsequent anniversary, if the Policy has not paid out before that time, will be the Cash Surrender Value.

WHERE IS YOUR MONEY INVESTED?

- › You may be asked to sign an Addendum to the Policy at the outset, which sets out in greater detail the categories of asset that can be linked to your Policy. Within these parameters, or if there is no Addendum those set out in the Application Form and General Conditions, the Policy is designed to provide you with access to a range of investments and investment options.
- › More details are available from your Adviser. If you are unsure whether any particular investment may be included in the underlying Portfolio, you should contact your Adviser.
- › There will be a cash account for the collection of dividends and other forms of liquid investment income. It is from this account that any withdrawals are made and charges are taken.

IS YOUR INVESTMENT GUARANTEED?

- › Your investment is not guaranteed and could perform better or worse than the examples in your client illustration. Alternative investments carry particular risks and Utmost Luxembourg S.A. recommends that you obtain independent advice in this respect.
- › The value of your Policy will depend on the performance of the Underlying Assets and on whether and to what extent withdrawals are made.

HOW CAN YOU KEEP TRACK OF PERFORMANCE?

You can monitor the performance of your investment in a variety of ways:

- › Utmost Luxembourg S.A. will send you an annual valuation statement detailing the Policy's investment holdings and performance.
- › Underlying collective investment scheme share prices are quoted daily in certain financial newspapers.

CAN YOU CASH IN YOUR INVESTMENT?

- › Unless you have irrevocably nominated Beneficiaries, you can make withdrawals or surrender your Policy at any time by notifying Utmost Luxembourg S.A. in writing.
- › The value of the Policy after a withdrawal will be the value of the Underlying Assets at the time less any charges (including charges for withdrawal).
- › Remember that the value of the Policy will fall if the level of withdrawals exceeds any investment growth achieved.
- › More information is contained in the Policy's General Conditions.

WHAT HAPPENS IF YOU DIE?

- › If you are the last surviving Life Assured and the Termination Date, or its subsequent anniversary, has not been reached then the Cash Surrender Value of the Policy plus the Death Benefit will be paid to your chosen Beneficiaries or, if none have been chosen, to your legal personal representatives.
- › If you are survived by one or more Lives Assured and the Termination Date, or its subsequent anniversary, has not been reached then the Policy will continue after your death. The Cash Surrender Value of the Policy will be paid to your chosen Beneficiaries on the earlier of the death of the last surviving Life Assured and the Termination Date, as extended if applicable. The additional Death Benefit referred to above is only payable on the death of the last surviving Life Assured before the Termination Date. If no Beneficiaries have been chosen then the Policy Proceeds will be paid to your legal personal representatives.
- › Importantly, if you are survived by one or more Lives Assured and Gibraltar succession laws do not apply to you and your estate at the time of your death then the Policy will continue and pay out as normal but Policy rights might not be exercisable by anyone, including your legal personal representatives.

WHAT ARE THE CHARGES AND EXPENSES?

- › The charges applicable to your Policy are described in the Schedule of Charges in the Application Form. Your client illustration shows how those charges might affect the value of your Policy.
- › The expenses of safe custody and the expenses of trading Underlying Assets are borne by the Policy, including the cost of purchasing Funds, which may involve an up-front fee. Funds may also be subject to ongoing charges. Charges applicable to External Funds are borne by the Policy in addition to Utmost Luxembourg S.A.'s charges.
- › If a surrender or a withdrawal is made during the Initial Period stated on the Application Form then an additional charge may be levied. Please see the General Conditions for details of this additional charge.

HOW MUCH WILL THE ADVICE COST?

Your Adviser will give you details regarding cost. The amount will depend on a number of factors such as the complexity of the Portfolio. It will be paid for through the charges mentioned above.

WHERE CAN YOU OBTAIN FURTHER INFORMATION ABOUT THE UNDERLYING ASSETS?

You may request, free of charge, the following information from Utmost Luxembourg S.A.:

1. FOR INTERNAL FUNDS

- a. The name of the Internal Fund;
- b. The name of the manager of the Internal Fund;
- c. The type of Internal Fund as classified by the CAA;

- d. The investment policy, including any specialisation in particular geographic or economic sectors;
- e. Information relating to possible investment in alternative funds;
- f. Information on the typical investor profile and the investment horizon;
- g. The launch date and, where applicable, the closing date;
- h. The historical annual performance of the Internal Fund for each of the past five financial years or, failing this, since its launch date;
- i. The benchmark index against which the Internal Fund is to be measured or, if there is no specific benchmark, one or more indices against which the Internal Fund can be measured;
- j. The place where information on the separate accounts of the Internal Fund can be obtained or checked;
- k. The procedure for calculating and, where appropriate, publishing the net asset value;
- l. The procedure for redeeming shares/units.

Utmost Luxembourg S.A. may close Internal Funds or alter their investment policies. A formal procedure applies in such circumstances a copy of which appears in the General Conditions.

2. FOR EXTERNAL FUNDS

- a. The name of the External Fund and, where applicable, the sub-fund;
- b. The name of the management company of the External Fund and, where applicable, of the sub-fund;
- c. The External Fund's investment policy, including any specialisation in particular geographic or economic sectors;
- d. Any information available in the External Fund's country of origin or, failing this, 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 its supervision;
- f. Whether or not the External Fund is harmonised in with Directive 2009/65/EC, 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 this, since its launch date;
- i. The place or the website where the prospectus and annual and biannual reports of the External Fund can be obtained or checked;

- j. The procedure for calculating and publishing the External Fund's net asset value;
- k. Any possible restriction on the right of redemption of the shares/units in the External Fund.

Fund management companies may close or merge External Funds. Should this occur, the Policyholder or his Adviser will be given the opportunity to replace the closed or merged External Fund with another External Fund with similar characteristics.

IMPORTANT INFORMATION

TAXATION

- › Under current Gibraltar rules, the Underlying Assets of the Policy will grow free of income tax, though withholding tax may apply to the assets in some jurisdictions. There should be no tax to pay in Gibraltar on withdrawals, on surrender or on the Policy Proceeds. Gibraltar does not have a capital gains tax regime.
- › **The precise effect of taxation on the benefits you or your nominated Beneficiaries obtain from the Policy will depend on your and their countries of residence and/or domicile and upon individual circumstances and it may change.**
- › The Policy is a medium to long-term investment and rules governing taxation are subject to change. We strongly recommend that you obtain independent tax advice, particularly regarding taxation of the Policy after change of tax residence.
- › This is a summary of the potential tax treatment of the Policy based on Utmost Luxembourg S.A.'s understanding of law and taxation practice in the Grand Duchy of Luxembourg and Gibraltar at the date of going to print of this Product Features document.

YOUR RIGHT TO CHANGE YOUR MIND

- › Once the Policy has been issued, you will have thirty days during which to change your mind. During this period, you may cancel the Policy by returning the completed cancellation notice to us at the address opposite.
- › There is no fee for cancellation of the Policy. However, please note that if the Portfolio Value falls before we make the refund, an amount equal to the fall in value will be deducted from the refund.

COMPLAINTS

- › We will make every effort to provide you with an excellent service. However, if you have a complaint, you may write to us at the address opposite.

A WEALTH *of* DIFFERENCE

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.

- › If we do not deal with your complaint to your satisfaction, you may contact the Commissariat aux Assurances at 11, rue Robert Stumper, L-2557 Luxembourg, Grand-Duché de Luxembourg.
- › Please note that making a complaint will not affect your statutory rights.

TERMS AND CONDITIONS

- › This Product Features document gives a summary of the Policy's features. It does not include all of the definitions, exclusions, terms and conditions: these are contained in the General Conditions that form the core of the contract between you and Utmost Luxembourg S.A.
- › A copy of the General Conditions is available on request from your Adviser or from us at the address opposite.

LAW

Unless otherwise agreed, the Policy will be governed by the laws of Gibraltar and the courts of Gibraltar will have non-exclusive jurisdiction in the event of any dispute.

ABOUT US AND HOW TO CONTACT US

Utmost Luxembourg S.A. is a life assurance company whose registered office is in the Grand Duchy of Luxembourg. It is regulated by the Commissariat aux Assurances.

For further information about us or about any matter in this document, please contact us in writing or by telephone at:

Utmost Luxembourg S.A.
4, rue Lou Hemmer
L-1748 Luxembourg
Grand-Duché de Luxembourg
Phone: +352 34 61 91
Fax: +352 34 61 90

IMPORTANT

All information given in these product features is based on Utmost Luxembourg S.A.'s understanding, at the date of going to print, of both Luxembourg law and Gibraltar law. Utmost Luxembourg S.A. accepts no responsibility for the effects of any future changes in taxation, legislation or revenue practice in either the Grand Duchy of Luxembourg or Gibraltar.

The impact of taxation (and any tax reliefs) depends on individual circumstances.