

# BENEFICIARY NOMINATION REQUEST FOR NON-UK RESIDENTS

## FOR UTMOST PANEUROPE DAC (‘UTMOST INTERNATIONAL’) POLICYHOLDERS

THIS DOCUMENT WAS LAST UPDATED IN AUGUST 2024.

Please confirm with your financial adviser that this is the most up-to-date document for your product or servicing needs.

### HOW TO COMPLETE THIS FORM

If you are completing a hard copy of this form, please use black or blue ink and BLOCK CAPITALS. Ensure all relevant sections are fully completed. If you make a mistake, cross it out, put in the correct words and sign your initials next to the correction. Do not use correction fluid.

We recommend that you consult your legal and financial advisers to ensure this Nomination request is suitable for your needs. Please see the notes at the end of this document.

This form can only be used by the following non-UK resident policyholders:

PRODUCT	SCENARIOS WHERE THIS FORM SHOULD BE USED	SCENARIOS WHERE THIS FORM SHOULD NOT BE USED <sup>1</sup>
European Executive Investment Bond ("EEIB")	<ul style="list-style-type: none"><li>› Single, joint and corporate policyholders where English law applies to the EEIB</li><li>› Single policyholders or corporate policyholders of Belgium law EEIB</li><li>› Single policyholders or corporate policyholders of Cypriot law EEIB</li></ul>	<ul style="list-style-type: none"><li>› Joint policyholders of Belgium law EEIB</li><li>› Joint policyholders of Cypriot law EEIB</li></ul>
European Collective Investment Bond ("ECIB")	<ul style="list-style-type: none"><li>› Single, joint and corporate policyholders where English law applies to the ECIB</li><li>› Single policyholders or corporate policyholders of Belgium law ECIB</li><li>› Single policyholders or corporate policyholders of Cypriot law ECIB</li></ul>	<ul style="list-style-type: none"><li>› Joint policyholders of Belgium law ECIB</li><li>› Joint policyholders of Belgium law ECIB</li></ul>
Spanish Collective Investment Bond ("SCIB")	<ul style="list-style-type: none"><li>› Single, joint and corporate policyholders where English law applies to the EEIB, ECIB or SCIB</li><li>› Single policyholders or corporate policyholders of the Spanish law SCIB</li></ul>	Joint policyholders of the Spanish law SCIB
Executive Life Portfolio	Corporate policyholders of the Executive Life Portfolio	
Swedish Executive Portfolio ("SEP")	Single policyholders or corporate policyholders of Swedish law SEP	Joint policyholders of Swedish law SEP
French Executive Portfolio (FEP)	Single or Joint Policyholders where French Law applies	Any Other French Products (other than FEP)

<sup>1</sup> This form cannot be used by joint policyholders of the Spanish law SCIB, Swedish law SEP, Belgium law EEIB or ECIB and Cypriot law EEIB or ECIB. Instead, the "Mutual stipulations and nomination form for jointly owned policies" should be used by these policyholders.

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**A** THE NOMINATION REQUEST ('THE NOMINATION') CAN BE USED IN EITHER OF THE FOLLOWING CIRCUMSTANCES

1. For Individual Policyholders where the Policyholders wish to transfer the ownership of the Contract on the death of the Relevant Policyholder and this does not bring the Contract to an end; or
2. For use by both Individual and Corporate Policyholders. Where the Policyholders wish to transfer the ownership of the benefits on the death of the Relevant Life Assured and this brings the Contract to an end.

You must indicate which Nomination you wish to use.

- a. Transfer ownership on the death of the Relevant Policyholder
- b. Transfer ownership on the death of the Relevant Life Assured.

**B** POLICYHOLDER(S)

(For Individual Policyholders, please give the following details)

	First policyholder	Second policyholder
Full forename(s)	<input type="text"/>	<input type="text"/>
Surname	<input type="text"/>	<input type="text"/>
Full address	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
	<input type="text"/> Postcode <input type="text"/> Country	<input type="text"/> Postcode <input type="text"/> Country

(For Corporate Policyholders, please give the following details)

	First policyholder	Second policyholder
Corporate name	<input type="text"/>	<input type="text"/>
Full Registered Office Address	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
	<input type="text"/> Postcode <input type="text"/> Country	<input type="text"/> Postcode <input type="text"/> Country

**C** POLICY DETAILS

	First policyholder	Second policyholder
Name of the Product (for example, European Executive Investment Bond)	<input type="text"/>	<input type="text"/>
Policy number (The nomination must apply to all Policies)	<input type="text"/>	<input type="text"/>

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## D DEFINITIONS

All terms and expressions used in the Policy Terms and Conditions shall have the same meaning and effect when used in this form and shall apply to this Nomination.

This form can only be used for the products listed. Unless stated otherwise, the defined terms in the Policy Terms and Conditions will continue to have effect and will apply to this Nomination.

The defined terms listed below will also apply to this Nomination and will take precedence over how they are described in the Policy Terms and Conditions

<b>Beneficiary</b>	The person(s), corporation or trustee identified in section E below.
<b>Relevant Policyholder</b>	The Policyholder or, while there is more than one Policyholder, the last of them to die.
<b>Relevant Life Assured</b>	The Life Assured or, while there is more than one Life Assured, the last of them to die.
<b>Relevant Person</b>	The Relevant Policyholder or Relevant Life Assured when ownership is transferred as indicated in section A.
<b>Transfer Date</b>	Shall mean the date of death of the Relevant Person, provided this occurs before the Policy comes to an end by way of the total surrender or maturity of the Policy.

The singular includes the plural, the masculine includes the feminine and vice versa, unless the context infers otherwise.

## E BENEFICIARIES

Listed below are the Beneficiaries who will be entitled to the Policy and benefits arising on the Transfer Date. Please be aware that where the Beneficiary is either a corporation or trustee, additional information may be required. For example, where the Beneficiary is a corporate entity, we will require the company registration number.

### Primary Beneficiaries

FULL NAME	DATE OF BIRTH	RELATIONSHIP TO POLICYHOLDER	CURRENT ADDRESS (PLEASE INCLUDE COUNTRY AND POSTCODE)	SHARE (%)
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
Total must equal				100 %

On the Transfer Date, the Policy and all benefits and rights attached to it shall be transferred to the Primary Beneficiaries in the proportions indicated. If one or more of the Primary Beneficiaries shall not survive the Transfer Date, their share(s) shall be distributed between the Primary Beneficiaries alive on the Transfer Date and, if more than one is alive, then distributed on a pro rata basis.

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## Secondary Beneficiaries

The appointment of Secondary Beneficiaries is optional. This table should only be completed if Secondary Beneficiaries are also to be appointed. Where Secondary Beneficiaries have been appointed, if no Primary Beneficiaries survive the Transfer Date, the Policy and all benefits and rights attached to it, shall be transferred to the Secondary Beneficiaries in the share(s) indicated.

FULL NAME	DATE OF BIRTH	RELATIONSHIP TO POLICYHOLDER	CURRENT ADDRESS (PLEASE INCLUDE COUNTRY AND POSTCODE)	SHARE (%)
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
	d d m m y y y y			
Total must equal				100 %

If on the Transfer Date there are (i) no Primary or Secondary Beneficiaries then living or (ii) who, if then living disclaimed in writing their interest in the Policy, then the Policy and all benefits and rights attached to it shall be transferred to the Policyholder or their personal representatives.

## F GENERAL NOMINATION PROVISIONS

- The purpose of the Nomination is to transfer ownership of the Policy to the Beneficiaries on the death of the Relevant Person.
- We reserve the right to refuse a proposed Nomination in respect of a Policy or to cancel a Nomination.
- The Nomination will only be valid if the Nomination document is received at our Office before the Transfer Date.
- A Nomination will not confer any rights or benefits on the Beneficiaries until the Transfer Date.
- Subject to the provisions contained within this Nomination, the Nomination is intended to benefit any Beneficiary and shall be enforceable to that extent under the law applicable to the Policy.

Where the law of the Policy is one from the United Kingdom, the Nomination shall be enforceable under the United Kingdom Contracts (Rights of Third Parties) Act 1999 (as amended or replaced from time to time). The enforcement of the Nomination under the United Kingdom Contracts (Rights of Third Parties) Act 1999 will take precedence over any provision in the Policy Terms and Conditions which restrict the rights of third parties.

## G REVOCATION OF THE NOMINATION BEFORE THE TRANSFER DATE

- a. The Nomination may be revoked by the Policyholder at any time.
- b. Any revocation of a Nomination must be made in writing by:
  - i. the Policyholder, where there is only one;
  - ii. all Policyholders where there are more than one;
  - iii. the surviving Policyholder following the death of the first Policyholder to die.
- c. Any assignment or new Nomination received by and accepted by us will automatically revoke any existing Nomination on the Policy.
- d. The total surrender or maturity of the Policy before the Transfer Date will revoke any Nomination in respect of the Policy.
- e. Any revocation of a Nomination will only apply to the Policy if it is received by us at our Office before the Transfer Date.

## H THE TRANSFER OF OWNERSHIP ON THE TRANSFER DATE

- a. On the Transfer Date, all legal and beneficial interest in the Policy will accrue to the Beneficiaries in the manner specified in the Nomination.
- b. We shall not be under any obligation to determine whether the law governing the distribution of assets belonging to the Policyholder or joint Policyholders restricts or prohibits a Nomination and the discharge in section I (b) below will apply notwithstanding any such restriction or prohibition.

## I POLICY TRANSACTIONS AFTER THE TRANSFER DATE

- a. The Nomination may include provisions authorising a person to act on behalf of one or more or all of the Beneficiaries for the purpose of requesting benefit payments or other transactions in respect of nominated Policies following the Transfer Date.
- b. We reserve the right to defer benefit payments or other transactions requested by a Beneficiary under 18 years of age until a parent or guardian of the Beneficiary or a person with authority to act on behalf of the Beneficiary authorises the transaction concerned.
- c. We reserve the right to request evidence, satisfactory to us, of a person's authority to act on behalf of a Beneficiary and transactions requested by such a person may be deferred until such evidence is received.
- d. Benefit payments or other transactions effected on or after the Transfer Date under the Policy at the request of or on behalf of the Beneficiaries will discharge us from all liabilities and claims in respect of the transactions concerned.

## J ASSIGNMENT OF A POLICY

- a. A Nomination will not in any way restrict the right of the Policyholder or joint Policyholders to assign their legal or beneficial ownership of a Policy or grant a person a right or interest in the Policy by way of a charge over the Policy.
- b. An assignment or charge granting a person 'the Assignee' a right or interest of any kind in a Policy before the Transfer Date will invalidate any Nomination in respect of that Policy unless it is related to a loan made Utmost PanEurope. In accordance with the Terms and Conditions governing the Policy, Utmost PanEurope must be notified at its Office so the fact can be registered that the Nomination no longer applies.
- c. The Policies are not subject to any assignments, pledges, undertakings or charges of any kind to a bank or any other person and the policyholder is therefore entitled to request that this Nomination be added to the Policy.
- d. The Policyholder declares that there is no bankruptcy order against them (nor is any such order anticipated) and the Policy is not vested in a trustee in bankruptcy.
- e. The Policyholder acknowledges and understands the recommendation from Utmost PanEurope that they should take legal advice to ensure that this Nomination satisfies their requirements.
- f. Utmost PanEurope will not be under any obligation to determine whether the law governing the distribution of assets belonging to the Policyholder at death restricts or prohibits a Nomination.
- g. The Policyholder confirms that the delegation of contractual powers by way of this Nomination is within the powers available to the Director(s) under the constitutional documentation of the company.
- h. The Policyholder confirms that the company has not been and is not in the process of being dissolved, struck off, wound up or terminated.

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**SIGNATURE**

**First policyholder**

Date

d	d	m	m	y	y	y	y
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**Second policyholder**

d	d	m	m	y	y	y	y
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**SIGNATURE**

**First corporate policyholder**

Date

d	d	m	m	y	y	y	y
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**Second corporate policyholder**

d	d	m	m	y	y	y	y
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**NOTES**

- › Where you have selected to transfer the ownership on the death of the Relevant Life Assured, the Nomination form cannot be used if the Policy is set up on a Joint Life First Death basis.
- › Where you have selected to transfer the ownership on the death of the Relevant Policyholder then the Nomination cannot be used where the Policyholders and Lives Assured are the same and the Policy is set up on a Joint Life First Death basis.
- › This form should be completed to name the Beneficiary(ies) to whom we should transfer the ownership of the Policy/ Policies on the Transfer Date.
- › You can only make a Nomination in respect of the Policy/Policies if you are currently a Policyholder.
- › You cannot create a Nomination if a third party has an interest of any kind in the Policy. For example, you cannot create a Nomination if the Policy is held by a bank as security for a loan or if it is held in trust.
- › This form is not suitable for trustees.

A WEALTH *of* DIFFERENCE

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

Utmost PanEurope dac (registered number 311420) is regulated by the Central Bank of Ireland.

Registered Office address: Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

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