

LETTER OF AUTHORISATION



Utmost is the brand name used by a number of Utmost companies. This item has been issued by Utmost International Isle of Man Limited (including its branches) and Utmost PanEurope dac.

INTRODUCTION

For use with certain Utmost International Isle of Man Limited and Utmost PanEurope dac products to provide authorisation to an individual or a Corporate Body to make investment decisions. **For Authorised Custodian Accounts only.**

FOR USE WITH THE FOLLOWING PRODUCTS

- › Collective Investment Bond (CIB), Collective Investment Plan (CIK)
- › Collective Redemption Bond (CRB), European Collective Investment Bond (ECIB)
- › European Executive Investment Bond (EEIB), European Portfolio Bond (EPB)
- › European Wealth Bond (EWB) (Life and Redemption versions) (See note below)
- › Executive Corporate Pension (ECP), Executive Investment Account (EIA)
- › Executive Investment Bond (EIB), Executive Investment Pension (EIP)
- › Executive Investment Plan (EIP), Executive Life Portfolio (ELP)
- › Executive Redemption Bond (ERB)
- › International Portfolio Bond (IPB) (Life and Redemption versions)
- › International Wealth Bond (IWB) (Life & Redemption versions) (See note below)
- › Life Insurance Portfolio (LIP), Life Investment Portfolio (LIP)
- › Spanish Collective Investment Bond (SCIB)
- › Swedish Executive Portfolio (SEP)
- › Tailored Life Plan (TLP)
- › Wealth Management Plan (WMP) - Tier 2
- › Wealth Portfolio (WPR/WPL/WPS)

Note: This form can only be used for the **European Wealth Bond** and the **International Wealth Bond** after you have requested Utmost to restrict the asset range to those which fall within section 520 of the UK Income Tax (Trading and Other Income Act) 2005 as may be amended and Utmost have agreed to your request.

This document contains links to relevant documents, websites and/or email addresses. Click on the **bold gold** words to access these links.

DEFINITIONS

All references to "Utmost" in this form mean Utmost International Isle of Man Limited or Utmost PanEurope dac. Capitalised terms not defined in this document, unless the context infers otherwise, shall have the meaning given to them in your Policy Terms and Conditions, including any Endorsement which amends the terms to allow the appointment of a Discretionary Asset Manager.

HOW TO COMPLETE THIS FORM

Electronic completion: To ensure your information is saved correctly, we recommend you save this form to your desktop before you start completing the required fields.

Paper completion: If completing a hard copy of this form, please use **black or blue ink** and **BLOCK CAPITALS**. 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.**

IMPORTANT INFORMATION

HOW WE USE YOUR INFORMATION

Before you provide us with any personal information, please read our **Privacy Notice** available on our website at www.utmostgroup.com/privacy-statements/ for information about your data protection rights and how we use your personal data. **You should only provide personal information about another individual in this form where you have received their consent to do so.**

INCOMPLETE INFORMATION

Please ensure that you complete all required sections and provide all necessary supporting documentation. Failure to do so may result in a delay in your request being processed.


WHERE TO SEND COMPLETED FORMS

You can email digitally signed and/or scanned forms and supporting evidence, to us at: **IOMask@utmostgroup.com**. Alternatively, post paper forms and supporting evidence to: **Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, IM99 1NU, Isle of Man.**


IF YOU NEED ASSISTANCE

Your intermediary will be able to provide further information and assistance with completing this form. Alternatively, you may contact our Customer Service team as follows:


Utmost International Isle of Man Limited

 **+44 (0) 2038 685 300**


Head Office (UK products):

 **IOMask@utmostgroup.com**


Head Office (ROW products)


 **IOMask@utmostgroup.com**

Singapore Office:

 **IOMasksingapore@utmostgroup.com**

Utmost PanEurope dac

 **+44 (0) 2038 685 300**

 **IOMask@utmostgroup.com**

A AUTHORISED INDIVIDUAL DETAILS

The Authorised Individual is a party who will make investment decisions and can be a natural person or a Corporate Body. Insert name and address of Authorised Individual/Corporate Body (referred to throughout the document as the 'Authorised Individual')

Name

Address

Postcode	Country
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B AUTHORISED CUSTODIAN DETAILS

Insert name and address of Authorised Custodian

Name

Address

Postcode	Country
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Reference is made to the following Policy, Account or Plan numbers (the 'Account')

Utmost Account(s) number

Authorised Custodian
Account numbers

(Utmost will insert the account number(s) of the account(s) opened with the Authorised Custodian)

Utmost hereby authorises the Authorised Individual, defined above, to give instructions to the Authorised Custodian in respect of the Accounts, subject to the Terms and Conditions of this Letter of Authorisation.

C INVESTMENT RESTRICTIONS

This Letter of Authorisation permits the Authorised Individual to carry out any of the following actions in respect of the Accounts (designated with the above-referenced policy/account/plan number) opened by Utmost with the Authorised Custodian:

- i. to obtain details of cash balances and safe custody holdings on the Accounts; and
- ii. to give instructions to acquire, sell and otherwise dispose of for value, investment assets (subject to the investment restrictions set out herein (the 'Investment Parameters') and as may be changed by Utmost from time to time), any such acquisition or proceeds of disposition to continue to be held for the benefit of the Accounts.

PROVIDED that, and for the avoidance of any doubt, this Letter of Authorisation does not extend to or give authority to the Authorised Individual to:

- i. give instructions in respect of assets that are not permitted by the Investment Parameters
- ii. withdraw money or securities from the Accounts
- iii. pledge any money or security in the Accounts
- iv. overdraw an Account(s) or issue any form of credit line or borrowings against the Account(s)
- v. issue or use a cheque book on the Accounts; or
- vi. represent Utmost at shareholders' meetings.

The Investment Parameters specify certain classes of assets which can be held within the Accounts. These restrictions are made for administrative and/or regulatory reasons only and do not reflect any guidance from Utmost on risk or potential performance. The Authorised Individual is responsible for his or her choice of investment, not Utmost. The Authorised Individual has acknowledged the criteria of asset acceptance applicable. The Investment Parameters for Portfolio Bonds can be located on in our [Investment Parameters](#) document, or by email request to iomfmassetreview@utmostgroup.com

Utmost may change the Investment Parameters from time to time.

At all times the Policyholder and/or the appointed Fund Adviser must target maintaining 3% of policy value liquidity with the aim of ensuring applicable policy charges are covered. This responsibility lies with the Policyholder and/or their appointed Fund Adviser. Utmost reserves the right to increase/ decrease the liquidity level requirement and reserves the right to sell any asset in line with the Policy Terms and Conditions in order to cover outstanding charges.

Utmost reserves the right to refuse certain investments and to sell existing underlying assets that Utmost deems to be inappropriate. Utmost does not accept any liability for losses incurred by exercising this right.

This Letter of Authorisation is personal to the Authorised Individual and is given without right of assignment or substitution; therefore the Authorised Individual may not assign this Letter or appoint another party to act in their place. This Letter of Authorisation shall remain in force until such time as Utmost revokes it in writing.

The Authorised Custodian may offer additional services, for example transactions by internet. If Utmost agrees for the Authorised Individual to use this facility, the agreement will be based on the Authorised Individual's sole responsibility. Utmost is not responsible for any direct or indirect reduction in the value of the Accounts due to use of internet service.

Where this form is being used with a policy provided by Utmost International Isle of Man Limited, this Letter of Authorisation shall be governed by and construed in all respects in accordance with Isle of Man law and the parties agree to submit to the non-exclusive jurisdiction of the Isle of Man Courts as regards any claim or matter arising in relation to this Letter of Authorisation.

Where this form is being used with a policy provided by Utmost PanEurope dac this Letter of Authorisation shall be governed by and construed in accordance with the law of Ireland. The courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Letter of Authorisation or its subject matter or formation.

Utmost is not responsible for the acts or omissions of the Authorised Individual. Accordingly, Utmost is not responsible for any reduction in the value of the Accounts arising directly or indirectly from the Authorised Individual's instructions.

Utmost is not responsible for any adverse tax effects suffered at any time by the Policyholder as a result of Utmost agreeing to grant this Letter of Authorisation.

It is the Authorised Individual's responsibility to ensure that at all times they act within the limits of this Letter of Authorisation and, in particular, in accordance with the Investment Restrictions. Utmost accepts no responsibility or legal liability whatsoever for loss, damages or expenses which the Authorised Individual or any other party may suffer or incur directly or indirectly as a result of the Authorised Individual acting outside the limits of this Letter of Authorisation.

The Authorised Individual undertakes at all times fully and effectively to indemnify Utmost from and against all present or future liabilities, losses, charges, costs, claims, demands and expenses howsoever arising as a consequence of a breach by the Authorised Individual of the Terms and Conditions of this Letter of Authorisation, and, without prejudice to the generality of the foregoing, of the Investment Parameters set out herein or as may be notified to the Authorised Individual from time to time by Utmost.

Nothing expressed or referred to in this Letter of Authorisation will be construed to give any person other than the parties to this Letter of Authorisation any legal or equitable right, remedy or claim under or with respect to this Letter of Authorisation or any provision of this Letter of Authorisation. This Letter of Authorisation and all of its provisions are for the sole and exclusive benefit of the parties to this Letter of Authorisation and their successors and permitted assigns.

D SIGNATURES



Where the Authorised Individual is a Corporate Body its authorised signatories must sign this form. If more than two authorised signatories are required to sign, please copy this section, complete, attach to this form and tick here

I have read this Letter of Authorisation and by signing and delivering this Letter of Authorisation as a deed I acknowledge, accept and agree to be bound by the Terms and Conditions hereof and to provide the indemnity set out herein.

IN WITNESS WHEREOF the Authorised Individual has executed this document as a deed on the date first appearing above.

Where Authorised Individual is a natural person:

SIGNATURE

(of authorised individual)

Signed and delivered as a deed by:

Date

d	d	m	m	y	y	y	y
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In the presence of

SIGNATURE

(of witness)

Name of witness

Address of witness

<input type="text"/>	
<input type="text"/>	
Postcode	Country

Date

d	d	m	m	y	y	y	y
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Note: Digital signatures are not acceptable. The Authorised Individual's signature must be contemporaneously witnessed.



Where the Authorised Individual is a Corporate Body:

	1.	2.
	Signature of Authorised Signatory	Signature of Authorised Signatory
Executed and delivered as a deed by	<input type="text"/>	<input type="text"/>
Relationship to Company	<input type="text"/>	<input type="text"/>
Name	<input type="text"/>	<input type="text"/>
Date	<input type="text" value="d d m m y y y y"/>	<input type="text" value="d d m m y y y y"/>

SIGNATURE (of authorised signatory)	<input type="text"/>	<input type="text"/>
Name of witness	<input type="text"/>	<input type="text"/>
Address of witness	<input type="text"/>	<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 <input type="text"/>
Date	<input type="text" value="d d m m y y y y"/>	<input type="text" value="d d m m y y y y"/>

Note: Digital signatures are not acceptable. The each Authorised Signatory's signature must be contemporaneously witnessed.

SIGNATURE (of witness(es))	<input type="text"/>	<input type="text"/>
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SIGNATURE (Signed for and on behalf of Utmost)	<input type="text"/>	<input type="text"/>
Date	<input type="text" value="d d m m y y y y"/>	<input type="text" value="d d m m y y y y"/>

A WEALTH *of* DIFFERENCE