

BENEFICIARY NOMINATION REQUEST

FOR ACCOUNTHOLDERS/ POLICYHOLDERS

Not for use in Singapore

THIS DOCUMENT WAS LAST UPDATED IN FEBRUARY 2020.

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

We recommend that you consult your legal and financial advisers to ensure this Nomination request is suitable for your needs.

Please see the notes on page 5.

We have used the term 'Accountholder' and 'Account' throughout this Nomination. Where the Terms and Conditions for the products referenced in section 3 use the term 'Accountholder' and 'Account' then the wording in this form will be used. Where the Terms and Conditions use the term 'Policyholder' and 'Policy' or 'Planholder' and 'Plan' then the words 'Accountholder' and 'Account' would be replaced with these words in this form.

1 THE NOMINATION REQUEST ('THE NOMINATION') CAN BE USED IN EITHER OF THE FOLLOWING CIRCUMSTANCES:

1. For Individual Accountholders only. Not suitable for Corporate Accountholders. Where the Accountholders wish to transfer the ownership of the Contract on the death of the Relevant Accountholder and this does not bring the Contract to an end; or
2. For use by both Individual and Corporate Accountholders. Where the Accountholders 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 Accountholder
- b. Transfer ownership on the death of the Relevant Life Assured.

2 ACCOUNTHOLDER(S)

(For Individual Accountholders, please give the following details)

Full forename(s) of first or sole
Accountholder

Surname

Full address of first or
sole Accountholder

Country	Postcode

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Full forename(s) of second Accountholder (if any)		
Surname		
Full address of second Accountholder (if any)		
	Country	Postcode
(For Corporate Accountholders, please give the following details)		
Corporate name		
Full Registered Office Address		
	Country	Postcode

3 ACCOUNT(S)

Name of the Account (for example, Executive Investment Bond)	
Account number (The nomination must apply to all Accounts)	

4 DEFINITIONS

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

All terms and expressions which are not defined in the Account Terms and Conditions are defined below:

Beneficiary	The person(s), corporation or trustee identified in section 5, below.
Relevant Accountholder	The Accountholder or where there are two Accountholders, the last of them to die.
Relevant Life Assured	The Life Assured, or while there are more than one Life Assured, the last of them to die.
Relevant Person	The Relevant Accountholder or Relevant Life Assured when ownership is transferred as indicated in section 1.
Transfer Date	Shall mean the date of death of the Relevant Person, provided this occurs before the Account comes to an end by way of the total surrender or maturity of the Account.

5 BENEFICIARIES

Listed below are the Beneficiaries who will be entitled to the Account 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 corporation we will require the company registration number.

Primary Beneficiaries

FULL NAME	SHARE (%)	DATE OF BIRTH	RELATIONSHIP TO ACCOUNTHOLDER	CURRENT ADDRESS (PLEASE INCLUDE COUNTRY AND POSTCODE)
	%	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 Account 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 such of the Primary Beneficiaries alive on the Transfer Date and if more than one then distributed on a pro rata basis.

If no Primary Beneficiaries survive the Transfer Date, the Account and all benefits and rights attached to it, shall be transferred to the Secondary Beneficiaries in the share(s) indicated.

Secondary Beneficiaries

FULL NAME	SHARE (%)	DATE OF BIRTH	RELATIONSHIP TO ACCOUNTHOLDER	CURRENT ADDRESS (PLEASE INCLUDE COUNTRY AND POSTCODE)
	%	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 private property is to apply for this Account, please tick this box
(Only applicable for Swedish resident Accountholders)**

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 Account, then the Account and all benefits and rights attached to it shall be transferred to the Accountholder or their personal representatives.

6 GENERAL NOMINATION PROVISIONS

- a. The purpose of the Nomination is to transfer ownership of the Account to the Beneficiaries on the death of the Relevant Person.
- b. We reserve the right to refuse a proposed Nomination in respect of an Account or cancel a Nomination.
- c. The Nomination will only be valid if the Nomination document is received at our Office before the Transfer Date.
- d. A Nomination will not confer any rights or benefits on the Beneficiaries until the Transfer Date.
- e. 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 Isle of Man Contracts (Rights of Third Parties) Act 2001 (as amended or replaced from time to time).

7 REVOCATION OF THE NOMINATION BEFORE THE TRANSFER DATE

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

8 THE TRANSFER OF OWNERSHIP ON THE TRANSFER DATE

- a. On the Transfer Date, all legal and beneficial interest in the Account 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 Accountholder or joint Accountholders restricts or prohibits a Nomination and the discharge in section 9(b) below will apply notwithstanding any such restriction or prohibition.

9 ACCOUNT 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 Accounts 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 Account at the request of or on behalf of the Beneficiaries will discharge us from all liabilities and claims in respect of the transactions concerned.

10 ASSIGNMENT OF AN ACCOUNT

- a. A Nomination will not in any way restrict the right of the Accountholder or joint Accountholders to assign their legal or beneficial ownership of an Account or grant a person a right or interest in the Account by way of a charge over the Account.
- b. An assignment or charge granting a person 'the Assignee' a right or interest of any kind in an Account before the Transfer Date will invalidate any Nomination in respect of that Account unless it is related to a loan made by Utmost International. In accordance with the Terms and Conditions governing the Account, Utmost International must be notified at its Office so the fact can be registered that the Nomination no longer applies.
- c. The Accounts are not subject to any assignments, pledges, undertakings or charges of any kind to a bank or any other person and I am therefore entitled to request that this Nomination be added to my Account.

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- d. There is no bankruptcy order against me (nor is any such order anticipated) and the Account is not vested in a trustee in bankruptcy.
- e. I acknowledge and understand the recommendation from Utmost International that I take legal advice to ensure that this Nomination satisfies my requirements.
- f. Utmost International will not be under any obligation to determine whether the law governing the distribution of assets belonging to me at death restricts or prohibits a Nomination.
- g. I confirm 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. I confirm that the company has not been and is not in the process of being dissolved, struck off, wound up or terminated.

SIGNATURE	Signature of first or sole Accountholder	Signature of second Accountholder (if any)
Date	d d m m y y y y	d d m m y y y y
SIGNATURE	Signature of first Corporate Accountholder	Signature of second Corporate Accountholder (if any)
Date	d d m m y y y y	d d m m y y y y

NOTES

- › This Nomination request ('the Nomination') can be used where there are up to two Accountholders.
- › Where you have selected to transfer the ownership on the death of the Relevant Life Assured, the Nomination form cannot be used if the Account is set up on a Joint Life First Death basis.
- › Where you have selected to transfer the ownership on the death of the Relevant Accountholder then the Nomination cannot be used where the Accountholders and Lives Assured are the same and the Account 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 Account(s) on the Transfer Date.
- › You can only make a Nomination in respect of the Account(s) if you are currently an Accountholder.
- › You cannot create a Nomination if a third party has an interest of any kind in the Account. For example, you cannot create a Nomination if the Account is held by a bank as security for a loan or if it is held in trust.
- › This form is not suitable for trustees.

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Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost International Isle of Man Limited is registered in the Isle of Man under number 24916C.

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