DELEGATION

utmost™
WEALTH SOLUTIONS

APPLICATION FORM FOR INDIVIDUALS RESIDENT IN THE UNITED KINGDOM

For help completing this form, refer to our **Delegation Guide for Individual Applicants.**

If you are putting your policy into Trust, your Trustees will need to complete the additional **Tax Information Exchange Pack for Entities**.

If you are completing a hard copy of this form, please use **blue or black 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.**

Once complete, arrange for your financial adviser to return this form and any supporting documents to: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland**. Alternatively, completed forms and supporting documentation that are digitally signed and/or scanned, can be emailed to us at: **info@utmostwealthsolutions.ie**

	PAGE	SECTION	REQUIREMENT	TICK SECTION COMPLETED
Applicant and Policy details	2	A – Policy details	Mandatory	☐
	2	B – Politically Exposed Persons	Mandatory	☐
	3	C – Applicant details	Mandatory	☐
	4	D – Additional life assured details	Optional	☐
	5	E – Premium details	Mandatory	☐
	7	F – Regular withdrawals	Optional	☐
	8	G – Adviser charging	Optional	☐
	9	H – Source of wealth	Mandatory	☐
	12	**I – Identification requirements**	**Mandatory***	☐
	14	**J – Introducer's details**	**Mandatory***	☐
	15	K – Nomination of External Manager and/or Custodian	Mandatory	☐
Declaration	16-21	L – Applicant declaration	Mandatory	☐

***Financial adviser to complete.**

Ensure that all relevant sections of this application are completed before submitting.

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

Utmost PanEurope dac is regulated by the Central Bank of Ireland (No 311420). Its registered office is Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland. Utmost PanEurope dac is a Category A Insurance Permit holder with the Jersey Financial Services Commission.

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

ALE PR 0014 | 04/24

A POLICY DETAILS — MANDATORY

1 Type of Contract

☐ Life Assurance ☐ Capital Redemption

Section D **does not** need to be completed if capital redemption is chosen.

2 Provide a copy of the Personal Illustration that you have been given or enter your Personal Illustration reference number here

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

3 Welcome team ticket reference

☐☐☐☐☐☐

If the Welcome team produced a Personal Illustration for you, a ticket reference can be found at the top of page one.

4 Currency of bond

☐ Pound Sterling ☐ US Dollar ☐ Euro

Once your bond is established you cannot change the bond currency.

5 Number of segments

☐☐☐☐

If you do not specify the number of segments, the bond will automatically default to the maximum available for the investment amount.

The number of segments available is subject to the minimum investment of £500, US$1,000 or €750 per segment. The maximum amount of available segments is 9,999.

B POLITICALLY EXPOSED PERSONS — MANDATORY

Under our current anti-money laundering obligations we are required to identify any persons associated with this application who could be classed as a Politically Exposed Person (PEP). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities, for example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank. Immediate family members or close associates of a PEP should be considered a PEP in their own right.

Refer to the **Delegation Guide for Individual Applicants** for a definition of 'Politically Exposed Persons'.

Provide details in the box below of any persons that could be considered to be a PEP (as defined above) in relation to this application. Non-completion confirms that there are no associated PEPs:

C APPLICANT DETAILS — MANDATORY

	Applicant 1	Applicant 2/Deputy/ Power of Attorney*
1 Is the applicant to be a life assured?	☐ Yes	☐ Yes
2 Title (Mr, Mrs, Miss or Other)		
3 Gender	☐ Male ☐ Female	☐ Male ☐ Female
4 Surname		
5 Maiden name, previous name or any aliases (if applicable)		
6 Forenames (in full)		
7 What is the relationship of applicant 1 to applicant 2?		
8 Nationality		
9 Date of birth	d d m m y y y y	d d m m y y y y
10 Country of birth		
11 Permanent residential address (PO Boxes and 'care of' addresses are not acceptable)		
Postcode	–	–
12 Full correspondence address If your correspondence address is the same as your residential address, tick here ☐		
Postcode	–	–
13 Contact telephone number		
14 Email address		
15 Would you like to be provided with login credentials to view your policy online at www.utmostinternational.com?	☐ Yes	☐ Yes
If so, provide a unique personal code		
16 Country/Countries of Tax Residency		
17 National Insurance (NI) number	L L – N N – N N – N N – L	L L – N N – N N – N N – L
18 US Tax Identification Number (T.I.N)	N N N – N N – N N N N	N N N – N N – N N N N
19 Other tax reference number(s)		

*Delete as applicable.

Question 1 is not required if you are applying on a capital redemption basis.

Attach details of additional applicants securely to this form.

Your personal code must be something memorable as it will be required when you first receive your login credentials.

A personal code can be made up of a mixture of letters, numbers and symbols with a minimum of 4 characters and a maximum of 13. Personal codes are case sensitive. Login credentials will only be sent (to your email address above) once your policy is in force and policy documentation has been sent.

ONLY complete this section if you are a UK tax resident.

ONLY complete this section if you are a US tax resident.

D ADDITIONAL LIFE ASSURED DETAILS — OPTIONAL

This section is not required if you are applying on a capital redemption basis.

Where you have chosen the life assurance option for your bond you should only complete this section if:

› the lives assured details are different to the applicant details in section C, or

› you wish to appoint additional lives assured.

		Life Assured 1	Life Assured 2
1	Title (Mr, Mrs, Miss or Other)		
2	Gender	☐ Male ☐ Female	☐ Male ☐ Female
3	Surname		
4	Maiden name, previous name or any aliases (if applicable)		
5	Forenames (in full)		
6	Permanent residential address (PO Boxes and 'care of' addresses are not acceptable)		
	Postcode	–	–
7	Nationality		
8	Date of birth	d d m m y y y y	d d m m y y y y
9	Country of birth		
10	Relationship to applicant(s)		

If you want more than two lives assured, photocopy this page, complete and attach it securely to this form. You can have a maximum of six lives assured.

E PREMIUM DETAILS — MANDATORY

E1 TOTAL AMOUNT OF INVESTMENT

Currency of the Premium

☐ Pound Sterling ☐ US Dollar ☐ Euro

Investment Amount

The full amount specified should be inclusive of any initial adviser charge to be paid from outside of the bond.

Payment Type ☐ Cash only transfer ☐ In-specie transfer

If the payment is an in-specie transfer of assets, complete sections E2 and if applicable section E4.

If the payment is a cash only transfer, complete section E4. Payments should be made by Telegraphic Transfer. Please note that bank charges may apply.

E2 IN-SPECIE TRANSFER

Only investments managed by an External Manager on a discretionary basis are permitted via a transfer of investments within a Delegation bond.

In the boxes below provide the amount you wish to transfer by way of in-specie transfer.

Approximate amount to be paid by transfer of investment assets	£/US $/€* (*delete as applicable)
Amount to be paid in cash	£/US $/€* (*delete as applicable)

IMPORTANT NOTE

When your bond is issued, we will retain a cash amount within your bond's Dealing Account sufficient to cover three months' worth of known charges and withdrawals, including any adviser charges and bond charges.

If your existing External Manager holds cash as part of the portfolio of assets being transferred by way of in-specie, you will be required to submit this cash to our Premium Collection Account. This cash will be applied to your bond's Dealing Account, less any initial charges deducted prior to bond issue.

If the cash that we receive from your existing External Manager does not cover three months' worth of known charges and withdrawals, you will be required to transfer additional cash to our Premium Collection Account.

If we do not receive sufficient funds, the Dealing Account could go overdrawn and will incur debit interest. Once the bond is in force, any cash element that we have received in surplus of three months' worth of known charges and withdrawals will be sent to the External Manager for investment.

Our Customer Service team can calculate the approximate amount of cash required to cover charges and any withdrawals for you, please contact them on **0845 602 9281**.

The External Manager will also need to sign a **Delegation Portfolio Undertaking Form** to confirm the assets being transferred as premium payment, align with assets that they would usually independently select to align with the broad attitude to risk and investment objectives as set out in the investment mandate. As a result, you should be aware that some, or all, of the assets may be sold by your appointed External Manager following the transfer.

E3 OUR BANK DETAILS

Payment should only be transferred once the application has been received and we have confirmed that all requirements have been met.

FOR PAYMENTS SENT IN GBP

Address	Citibank Europe Plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
Sort Code	99-00-51
IBAN	IE22CITI99005127954790
Account Number	27954790
Account Name	Utmost PanEurope dac Premium GBP
Payment reference	[Client / proposal number]

FOR PAYMENTS SENT IN EUR

Address	Citibank Europe Plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE44CITI99005127954782
Account Number	27954782
Account Name	Utmost PanEurope dac Premium EUR
Payment reference	[Client / proposal number]

FOR PAYMENTS SENT IN USD

Address	Citibank Europe Plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE32CITI99005127954804
Account Number	27954804
Account Name	Utmost PanEurope dac Premium USD
Payment reference	[Client / proposal number]

E4 BANK ACCOUNT DETAILS

Provide the details of the bank account that the premium is being paid from.

Name of account holder

Account number

Bank sort code – –

Name & address of bank

Postcode –

F REGULAR WITHDRAWALS — OPTIONAL

Complete this section if you wish to set up regular withdrawals from the start of your bond.

Regular withdrawals are taken equally across all segments.

Minimum of £400 per payment (or currency equivalent). Payments will only be made in the currency of the bond.

1	Amount of withdrawal **(per annum)**	**Annual** percentage of premium: ____ %	**or**	**Annual** monetary amount (£/US $/€): ____
2	Frequency of withdrawals	☐ Monthly ☐ Quarterly		☐ Half-yearly ☐ Yearly
3	Payment start date	d d m m y y y y		
		☐ As soon as possible (30 days after inception)		

The annual percentage / monetary amount will then be divided by the frequency you specify.

Payment method will be BACS transfer for sterling payments to UK clearing banks only or Telegraphic Transfer for other currencies or for payments to banks outside of the UK. A charge will be levied by our bankers for Telegraphic Transfer payments which will be deducted from the value of the bond.

DETAILS OF THE ACCOUNT THAT WITHDRAWALS WILL BE SENT TO:

1 Account name

2 Account number
(for BACS payments this must be 8 digits)

3 Bank sort code – – (must be 6 digits)

4 Building Society roll number
(if applicable)

5 Bank BIC/Swift code
(required for all banks outside of the UK)

6 IBAN

7 Bank/Building Society name

8 Address

Postcode –

9 Telephone number
(including international dialling code)

10 How long has the account been held? Years

Payments to third parties are only considered in exceptional circumstances. If you have any questions regarding payments to third parties contact our Customer Service team on **0845 602 9281**.

G ADVISER CHARGING — OPTIONAL

Complete this section if you would like us to facilitate an initial adviser charge and/or ongoing adviser charge payments to your financial adviser.

For detailed information about adviser charges and how these may be applicable to you, see the **Delegation Guide to Charges** available from our website **www.utmostinternational.com** or from your financial adviser on request.

If you are placing the bond into trust and wish to pay ongoing adviser charges, your trustees will need to complete an **Adviser Charges Pack**, available from your financial adviser on request.

IMPORTANT NOTE

Adviser charges paid to the financial adviser from the value of the bond will affect the policyholder's 5% annual tax deferred entitlement. Tax rules may change in the future and are subject to individual circumstances.

All adviser charges are paid in Pound Sterling and where the bond is taken out in another currency the conversion rate at the time will apply.

INITIAL ADVISER CHARGE

Tick one of the following payment options:

1 **Outside of the bond** - the payment will be made prior to the capital being invested. ☐

OR

Inside of the bond - the payment will be made after the capital has been invested. ☐

2 Specify the amount as either a monetary figure or a percentage value:

Monetary amount (£/US$/€) _____ . __ or Annual % of premium(s) _____ %

3 Does the initial adviser charge attract VAT? ☐ Yes

(If yes, this will be applied in addition to the amount stated in **question 2** of this section)

If your investment is being made by way of an in-specie transfer, the cash element you send to cover three months' worth of known charges and withdrawals should also cover this initial adviser charge.

This amount should be specified **excluding** VAT.

ONGOING ADVISER CHARGE

Complete this section if you would like to make regular payments to your financial adviser for ongoing advice.

1 Frequency of payments ☐ Monthly ☐ Quarterly ☐ Half-yearly ☐ Yearly

2 Specify the total **annual** amount as either a monetary figure or a percentage value

Annual monetary amount (£/US$/€) _____ . __ or **Annual** % of bond value _____ %

3 Ongoing adviser charge start date d d m m y y y y

☐ As soon as possible (30 days after inception)

4 Does the ongoing adviser charge attract VAT? ☐ Yes

(If yes, this will be applied in addition to the amount stated in **question 2** of this section)

State the total percentage of bond value or monetary amount you wish to pay per year. For example, if you wish to pay 0.1% payable on a half-yearly basis, the annual amount you should state here is 0.2%. Alternatively, if you wish to pay £500 on a half-yearly basis, the annual amount you should state is £1,000.

H SOURCE OF WEALTH — MANDATORY

CURRENT/PREVIOUS EMPLOYMENT DETAILS

	Applicant 1	Applicant 2
Occupation and name of employer (if retired, previous occupation and name of last employer)		
Year of retirement (if applicable)	y y y y	y y y y
Total annual income	☐ up to £20,000 ☐ £20,001 to £50,000 ☐ £50,001 to £100,000 ☐ £100,001 to £250,000 ☐ £250,001 to £500,000	☐ up to £20,000 ☐ £20,001 to £50,000 ☐ £50,001 to £100,000 ☐ £100,001 to £250,000 ☐ £250,001 to £500,000
If the total annual income is in excess of £500,000 provide an approximate amount		

SOURCE OF WEALTH

You should tick all appropriate boxes and enter the percentage from each, then answer the relevant questions on the following pages. Note, more than one source may be applicable. You may wish to use a separate sheet of paper.

SOURCE(S)	TICK BOX	%
Savings from employment income	☐	
Property sale	☐	
Competition or gambling win	☐	
Gift	☐	
Share sale	☐	
Compensation payment	☐	
Company sale or the sale of your interest in the company	☐	
Inheritance	☐	
Maturing investments or policy claims	☐	
Pension income	☐	
Other sources	☐	

All investments are assessed on a case-by-case basis; depending on the answers provided in this application we may request independent evidence of source of wealth. We are able to accept scanned copies of source of wealth evidence.

Provide as much detail as possible, if it is unclear how the money was accumulated, we will request further information.

The bond will not be issued until the information is received and a satisfactory risk assessment is completed.

SOURCE INFORMATION

Provide details in regard to the source of your investment in accordance with the table below.

1

2

3

4

5

6

7

Where have the funds for this investment been held since receipt?

SOURCE(S)	INFORMATION TO BE PROVIDED
Savings from employment income	**1** Name of employer **2** Postcode of employer **3** Nature of employer's business **4** Income last year (approximately) **5** Bonus last year (approximately)
Property sale	**1** Address of property sold (including postcode) **2** Amount personally received **3** Date of purchase **4** Date of sale
Competition or gambling win	**1** Description of win **2** Total amount won **3** Date of win **4** Name of organisation
Gift	**1** Amount of gift **2** Who the gift was from **3** Their address (including postcode) **4** Relationship to the person **5** Reason for gift **6** How the funds were originally accumulated **7** Date gift received

Table continues on the next page.

SOURCE(S)	INFORMATION TO BE PROVIDED
Share sale	**1** What shares were held **2** Amount of sale proceeds **3** How they were sold (bank, stockbroker etc.) **4** Their address including postcode (bank, stockbroker etc.) **5** Date the shares were sold **6** How long the shares were held
Compensation payment	**1** Name of payer **2** Amount received **3** Date amount received **4** Reason for payment
Company sale or the sale of your interest in the company	**1** Name and address of the company (including postcode) **2** Company registration number **3** Nature of the company's business **4** Amount of sales proceeds **5** How much you personally received **6** Date amount received
Inheritance	**1** Name of the person who left the inheritance **2** Relationship to this person **3** Amount personally received **4** Date inheritance received
Maturing investments or policy claims	**1** Name of company the proceeds came from **2** How long the investment/policy was held **3** Amount received **4** Date proceeds were received
Pension income	**1** Name of pension organisation **2** Amount of lump sum **3** Date lump sum was received **4** Pension income received last year
Other sources	**1** Type of income **2** Amount received **3** Date received **4** Details of where the income came from **5** Frequency of income

I IDENTIFICATION REQUIREMENTS (to be completed by the financial adviser) MANDATORY

Under anti-money laundering regulations, we are required to verify the identity and address of all applicants related to a contract. Refer to our **Anti-Money Laundering and Source of Wealth Pack** for more information.

Below you will find the standard minimum requirements. In some circumstances we may request additional information.

We require **one suitably certified document** from **Part 1** together with **one suitably certified document** from **Part 2**.

PART 1 PERSONAL IDENTITY

	Applicant 1	Applicant 2	Deputy/ Power of Attorney*
1 Valid passport	☐	☐	☐
2 National ID card (with photograph)	☐	☐	☐
3 A current driving licence (with photograph)	☐	☐	☐

*Delete as applicable.

Where the applicant does not hold an item from Part 1, indicate why in the box below and supply a second document from part 2.

PART 2 VERIFICATION OF ADDRESS

	Applicant 1	Applicant 2	Deputy/ Power of Attorney*
1 A recent utility bill dated and certified within the last 6 months	☐	☐	☐
2 A recent mortgage statement, giving the residential address	☐	☐	☐
3 A current driving license (if the driving licence is being used in part 1 it cannot be used in part 2 and vice versa)	☐	☐	☐
4 A state pension, benefit or other government produced document showing benefit entitlement	☐	☐	☐
5 A recent tax assessment document	☐	☐	☐
6 Proof of ownership or rental of the residential address	☐	☐	☐
7 An account statement from bank or credit card dated and certified within the last 6 months	☐	☐	☐

*Delete as applicable.

Mobile phone bills and store cards are not acceptable.

If there are other parties to the application not quoted on the form, have you enclosed a copy of their identification requirements and can you confirm that you have seen the originals of such evidence? ☐ Yes

The following declaration must be fully completed in all cases, this method of certification is required for Utmost PanEurope dac's regulatory purposes.

I confirm that:

a) I have had sight of the original documents and all documents enclosed are true copies of the originals. ☐ Yes

b) The information in Section I was obtained by me in relation to the applicant. ☐ Yes

c) Where I have an existing relationship, the applicants account/relationship has been conducted satisfactorily. ☐ Yes

d) I am not aware of any reason why this application should be refused. ☐ Yes

e) I am unaware of any activities undertaken by these applicant(s) which lead me to suspect that they are involved in any form of criminal activity and/or money laundering. ☐ Yes

f) I shall inform you immediately if I suspect such activity. ☐ Yes

J INTRODUCER'S DETAILS S (to be completed by the financial adviser) MANDATORY

1 How and when were you introduced to the applicant(s)?

2 Are the applicant(s) acting as a nominee for someone else? ☐ Yes ☐ No

(If yes, give details)

3 Which country was the advice leading to this application given in?

4 Which country was this application signed in?

5 The basis on which the advice was offered is (UK advisers only) ☐ Independent ☐ Restricted

6 Name of regulatory body

7 Regulatory body membership number e.g. FCA number

8 Print full name

9 Certifier and authorised signatory

SIGNATURE

Financial adviser must sign here.

10 Date d d m m y y y y

11 Telephone number

12 Email address

13 Financial adviser company name and address (company stamp if possible)

14 Name of your usual Utmost sales consultant

K NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN — MANDATORY

You must complete this section to nominate the External Manager and/or Custodian (EMC) you would like to manage the assets linked to your bond.

K1 MULTIPLE EMCS & PREMIUM SPLIT

Do you wish to appoint two EMCs to manage the investment? ☐ Yes ☐ No

› If **no**, skip this section and continue to section K2

› If **yes**, you must complete this section before moving to section K2.

If you wish to nominate two EMCs to manage your investment, first complete the table below, then photocopy this page and complete section K2 and K3 for each EMC being nominated. Once complete, attach the additional information securely to this form.

You will need to tell us how you would like to split the premium between the EMCs by completing the table below.

Name of the External Manager Firm	Amount of premium in cash to be allocated	Full amount of in-specie transfer (if applicable)
	%	☐
	%	N/A

K2 ATTITUDE TO RISK AND INVESTMENT OBJECTIVES

Together with this application form you must supply a separate investment mandate detailing the attitude to risk and investment objectives that you would like to be applied to the External Managed Account. The investment mandate must be provided on a form specific to your chosen EMC, which can be obtained from your chosen EMC or your financial adviser. Once completed, you must send the investment mandate together with this application form to us at: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland**.

If you do not supply us with both the investment mandate and the application form, your investment cannot be made and there will be a delay in starting your bond.

Should you wish to allow your nominated EMC to invest into Non-Mainstream Pooled Investments (NMPIs), you must also complete the separate **NMPI Investor Declaration Form**.

It is important that you do not send the investment mandate to the EMC, you must only send it to Utmost PanEurope dac at the address provided.

K3 EXTERNAL MANAGER DETAILS

1 Name of nominated External Management firm

2 Contact name

3 Contact details
Telephone number (including international dialling code)
Facsimile number (including international dialling code)
Email address

4 Address

Postcode ☐☐☐☐ – ☐☐☐

L APPLICANT DECLARATION — MANDATORY

In this declaration the 'Applicant' refers to the persons who are applying for this bond and who will be the Policyholders of the bond once established.

It is important that the Applicant reads this section carefully. This application forms the basis of Utmost PanEurope dac's agreement with the Applicant, along with the policy terms and conditions.

If the Applicant does not understand any part of this application, the Applicant should ask the financial adviser for further information.

Before signing, the Applicant should also read the Key Features Document, Product Guide, our Delegation Guide to Charges, the Personal Illustration and the Key Information Document where applicable, which explain the key features of and the specific charges applicable to Delegation. They will assist the Applicant to be sure the Applicant has not relied upon any statement made by the financial adviser which is not supported in the literature. The Applicant's financial adviser will provide these documents and copies are also available from Utmost PanEurope dac.

Utmost PanEurope dac proposes that the laws of England and Wales shall apply to any contract relating to this application and that the Courts of England and Wales shall be the sole forum to consider disputes in relation to any contract arising from this application. Any decision to alter the jurisdiction of the Courts of England and Wales shall be at the discretion of Utmost PanEurope dac.

Delegation will be issued in accordance with the Policy Conditions and Policy Schedule which will be issued by Utmost PanEurope dac upon acceptance of this application.

The charges laid out in this document should match those shown in the Applicant's Personal Illustration provided to the Applicant by the financial adviser. Should there be any inconsistencies ask the financial adviser for an updated illustration.

Utmost PanEurope dac will only issue the Applicant's bond once Utmost PanEurope dac have received all the information and documentation required to satisfy regulatory requirements relating to anti-money laundering and the prevention of tax evasion.

You may request a copy of the Policy Conditions at any time from our Customer Service team on **0845 602 9281**.

INVESTMENT TERMS

By signing below the Applicant agrees to the EMC being appointed by Utmost PanEurope dac to manage the linked External Managed Account (the Account).

The Applicant is aware and understands that the EMC:

a) Will manage the Account on a full discretionary basis and will choose the investments to which the performance of the Applicant's contract is linked; and

b) Will arrange custody of those investments as outlined at point (a) above; and

c) If investment influence or selection by the Applicant does occur, then the EMC will be responsible for informing Utmost PanEurope dac of this immediately.

The Applicant agrees that because, unless the Investment Conversion Facility has been executed, the Policy Conditions expressly exclude the Applicant's ability to select, or influence the selection of, investments, the Applicant will not influence or select investments and that the Applicant will inform Utmost PanEurope dac immediately if this did occur.

The Applicant acknowledges that this bond has been designed with no ability to directly select assets, which the Applicant understands to mean that:

- Unless the Investment Conversion Facility has been executed, the bond can only be linked to Accounts managed on a discretionary basis, and that it is not possible for any other assets to be linked to the bond
- The EMC and the Applicant will be responsible for ensuring that Applicant as the Policyholder does not directly or indirectly influence the selection of assets held within the Account. The Applicant understands that if the assets within the Account are found to have been selected, or influenced by the Applicant, in any way, the entire bond could become reportable to HM Revenue & Customs (HMRC) and subject to tax penalties as a personalised bond
- If influence occurs whilst the bond is linked to multiple EMC Accounts further risks apply. The Applicant understands that where multiple EMC Accounts are held, if selection or influence occurred against a single Account that it will penalise the entire bond and not just the tainted Account on which the selection, or influence, has occurred
- Trading will not generally be permitted in any physical assets (including but not limited to property, art, boats, wine or similar assets), and the Account is unable to invest into any private companies or assets that may have a link to the Applicant as the policyholder
- The bond's Dealing Account will be managed by Utmost PanEurope dac, who generally will retain sufficient monies in this Dealing Account to meet known charges and withdrawals, and may withdraw additional monies from the EMC Account where insufficient monies are held

- Monies cannot ordinarily be held in the Dealing Account, other than to meet known withdrawals, trades, or charges
- It is not possible to close an Account or to change an EMC without providing a fully completed and signed **Nomination of External Manager and/or Custodian Form** to Utmost PanEurope dac. Where the Applicant wishes for monies to be withdrawn from the bond, it is not possible to move monies from an Account to the Dealing Account, without first having completed and provided the respective withdrawal or surrender instruction in a format acceptable to Utmost PanEurope dac.

The Applicant is aware and understands that the appointment will be on terms agreed between the EMC and Utmost PanEurope dac, which shall be subject to the following:

- Any change the Applicant wishes to make to the investment strategy or risk profile of the Account should be agreed directly with Utmost PanEurope dac. Only Utmost PanEurope dac is authorised to issue instructions to change the investment strategy or risk profile of the Account
- The EMC is authorised to buy and sell assets on behalf of Utmost PanEurope dac and unless specifically agreed in writing to the contrary by Utmost PanEurope dac, the EMC must invest in accordance with, and can only place trades in assets that are acceptable according to, Utmost PanEurope dac's Investment Parameters
- All assets linked to Delegation are beneficially owned by Utmost PanEurope dac and will be held by the EMC on behalf of Utmost PanEurope dac
- Utmost PanEurope dac as the owner of the assets has the right to sell, redeem or otherwise dispose of its interest in any of the linked investments held with the EMC at any time, without seeking or requiring the Applicant's prior consent. The Applicant further understands that such decisions may affect the value of the benefits linked to the Applicant's policy as a result of the timing of sales and possible related charges. In exercising this discretion, Utmost PanEurope dac will act reasonably and with proper regard to the need to treat its Policyholder's fairly
- Some or all of the Account investments and the future Account investments made by the EMC, may involve terms which could restrict Utmost PanEurope dac's ability to realise the cash value of those investments at any time. This may affect Utmost PanEurope dac's ability to pay, in a timely fashion, any surrender benefit or death benefit, and may lead to a delay in cash settlement of any withdrawal or surrender of the bond
- Some or all of the Account investments and the future Account investments made by the EMC, may involve terms which could result in Utmost PanEurope dac receiving the proceeds of redemption of those investments in more than one instalment. Where the proceeds of redemption are received by Utmost PanEurope dac in more than one instalment, the Applicant understands that Utmost PanEurope dac reserves the right not to reinvest the proceeds of redemption or pay, in full, any surrender benefit or death benefit until all the proceeds of the redemption have been received in cleared funds by Utmost PanEurope dac
- Utmost PanEurope dac reserves the right at its discretion to refuse individual assets for investment in the Account
- The Applicant may request that Utmost PanEurope dac terminate this appointment at any time by giving written notice to Utmost PanEurope dac
- Utmost PanEurope dac is not responsible for any reduction in the value of the Account arising directly or indirectly from the EMC's investment decisions.

Authorities of the Applicant

Because Utmost PanEurope dac must at all times retain beneficial ownership of the Account and all assets within the Account, the Applicant has only the following limited authorities with respect to the Account.

The Applicant may:

- receive direct reporting from the EMC including details of cash balances and safe custody holdings and value within the Account and any other category of appropriate information agreed by Utmost PanEurope dac
- receive full disclosure of investment charges and terms.

For the avoidance of doubt, this authority does not extend to or give authority to the Applicant to do anything else other than as stated above.

Utmost PanEurope dac may cancel this authority without prior notice by confirming the cancellation in writing to the Applicant or the EMC noted in section K at their respective address.

This authority is issued without the right of substitution; therefore the Applicant may not appoint another party to act in their place.

- **The Applicant understands** that in any rolling twelve month period following the initial investment within the bond the Applicant will be able to make up to three changes to the investment mandate and the Applicant understands that further changes may be made at the discretion of Utmost PanEurope dac. The Applicant also understands that Utmost PanEurope dac may ask the EMC to review the investment mandate and to provide written confirmation that it is suitably broad to enable ongoing independent management by them
- **The Applicant understands** that the investment mandate must not refer to any specific stocks and be suitably broad to allow robust ongoing management of the Account by the EMC
- **The Applicant acknowledges** that any proposed changes to the investment mandate must be sent to Utmost PanEurope dac and that the Applicant is not authorised to issue any instructions to change the investment mandate to the EMC

- **The Applicant understands** that the bond may be linked to up to two EMC Accounts at any one time, and the Applicant understands that further changes will be at the discretion of Utmost PanEurope dac
- **The Applicant understands** that the Applicant can only make one change to the number of EMCs appointed to the bond in any twelve month period. Any additional requests may be considered at Utmost PanEurope dac's discretion.

Legal liability and Responsibility

It is the Applicant's responsibility to ensure that at all times the Applicant acts within the limits of the authority detailed in this document and in particular that the Applicant does not directly or indirectly select or influence the linked investments and accordingly the Applicant agrees as follows:

a) The Applicant accepts full responsibility and legal liability for loss, damages or expenses which the Applicant or any other party may suffer or incur directly or indirectly as a result of the Applicant acting outside the limits of this authority.

b) The Applicant promises on receiving a written request to reimburse Utmost PanEurope dac and be responsible for any costs, claims, damages or liabilities of whatever kind incurred by Utmost PanEurope dac as a result of the Applicant acting under or outside the scope of this limited investment authority or the Applicant Authorities and Responsibilities specified within this document.

c) The Applicant also promises not to make or bring any formal or informal legal claims, complaints or proceedings against Utmost PanEurope dac in respect of the Applicant's activities under or outside the scope of this limited investment authority or the Applicant Authorities and Responsibilities specified within this document.

Personalised Bond Acknowledgement

The Applicant understands and agrees that:

- The Applicant's bond may become personalised for tax purposes due to the Applicant selecting or influencing, directly or indirectly, the assets linked to the bond. The Applicant is aware that should this situation arise, and such personalised assets are held over a policy anniversary, the policy will be subject to penal taxation
- Utmost PanEurope dac is not responsible for monitoring whether or not the Applicant selects or influences the selection of assets, either directly or indirectly, but the Applicant agrees to advise Utmost PanEurope dac should the Applicant become aware of any breaches
- If the Applicant acts outside of the scope of this application the Applicant understands and agrees that Utmost PanEurope dac will report any tax liability that arises to HMRC as per Utmost PanEurope dac's legal obligation
- In the event that an adverse tax event should arise despite the arrangements the Applicant has made to avoid this, the Applicant agrees to not hold Utmost PanEurope dac responsible nor take legal action against Utmost PanEurope dac in this regard. Further, the Applicant agrees to reimburse and meet any reasonable legal or other costs of Utmost PanEurope dac incurred as a result of becoming subject to any formal or informal legal or other proceedings in connection with such an outcome.

The Applicant further understands and agrees that:

- The Applicant understands that there are added risks associated when an EMC is responsible for both the selection and/or safekeeping of investments and where trading occurs in personal assets such as equities, gilts or bonds
- The Applicant understands and accepts such risks and acknowledges that the Applicant has been advised to take independent professional advice before entering into this arrangement
- The Applicant understands the investment objectives and attitude to risk information (investment mandate) is provided by the Applicant to Utmost PanEurope dac and that only Utmost PanEurope dac provides changes to the investment mandate to the EMC. The EMC is not authorised to instruct or act on such changes unless notified by Utmost PanEurope dac. The EMC shall be responsible for ensuring compliance with the investment mandate. Utmost PanEurope dac will not be responsible for ensuring they are met by the EMC
- The Applicant agrees that Utmost PanEurope dac shall not be responsible for (a) any loss or liability to the Account arising from the above appointment or (b) any loss or liability to the Account arising from reliance upon the discretionary management service given or custodian services rendered or procured by the EMC to Utmost PanEurope dac or (c) any action or failure to take action on the part of the EMC giving rise to any loss in the value of the Account howsoever arising (including, but without any limitation, any failure on the part of the EMC to produce a reasonable investment return in relation to the Account or any default by the EMC in relation to custody of the Account's assets)
- The Applicant promises to be responsible for, and on receiving formal written request, reimbursing Utmost PanEurope dac for any costs, losses and/or expenses incurred by Utmost PanEurope dac as a result of any formal or informal legal claims, complaints or proceedings brought by any party or third party in respect of any loss arising from or in respect of the activities and performance of the EMC
- The Applicant makes these promises on the understanding of the clear responsibilities of the EMC in relation to the nomination which the Applicant has made in section K

› The Applicant understands that Utmost PanEurope dac and the Applicant have a free choice about the law that can apply to any contract relating to this nomination. Utmost PanEurope dac proposes to choose the laws of the England and Wales, and by completing this application form the Applicant agrees that the laws of England and Wales shall apply and that the Courts of England and Wales shall be the sole forum to consider disputes which may arise out of this nomination.

Applicant signatures

The Applicant confirms the Applicant's request for the performance of the Applicant's bond to be linked to an investment portfolio (the Account) managed by the External Manager and/or Custodian (EMC) in accordance with the selection made within section K - Nomination of External Manager and/or Custodian.

Utmost PanEurope dac will not be responsible for any investment strategy or objectives pursued by the EMC, but the Applicant understands that Utmost PanEurope dac may place restrictions on the types of assets that the Account may invest in.

Nomination

The Applicant hereby requests that the EMC be linked to the Applicant's contract in accordance with the terms and conditions specified in this document and the Policy Conditions. The Applicant authorises and requests Utmost PanEurope dac to enter into any formal agreements required by the EMC and as agreed by Utmost PanEurope dac to effect this, and the Applicant acknowledges that the Applicant shall be responsible for any costs arising associated with the appointment and retention of the EMC.

Charges

The Applicant understands that where there is more than one EMC appointed, the administration charge for each additional EMC appointed will be taken quarterly. Details of these charges can be found in our **Delegation Guide to Charges**.

The Applicant agrees and understands that the EMC may make deductions for non-advice charges, transaction charges and custody services provided, as detailed under the standard charges section of their investment terms and conditions or under special charge terms agreed with the Applicant. These deductions will be taken from the Account.

The EMC is authorised by Utmost PanEurope dac to take the agreed fees from the Account and make any separate investment management service payments on its behalf.

The Applicant understands that Utmost PanEurope dac will recover from the Account such amounts as necessary to cover Utmost PanEurope dac's fees and expenses including policy charges as set out in the Policy Schedule and Policy Conditions.

Legal Liability and Responsibility

The Applicant confirms that the effect of the Legal Liability and Responsibility statements has been explained to the Applicant by the Applicant's adviser and that the Applicant understands and agrees to them. **For the Applicant's own benefit and protection, the Applicant should read all the terms set out in this form carefully before signing below. If the Applicant does not understand any part of this form, the Applicant should ask the financial adviser to explain it before signing.**

ANTI-MONEY LAUNDERING AND TAX EVASION PROVISIONS

Source of Funds – Statement of Truth

The Applicant truthfully confirms that:

i) all funds invested in the bond applied for have been or will be properly declared to the relevant tax authorities in the jurisdiction of the Applicant's tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations

ii) none of the funds invested derive, directly or indirectly, from illegal activities or sources and/or tax evasion or conduct which will or may be regarded as such.

Potential Consequences of Misleading Utmost PanEurope dac

The Applicant fully acknowledges and agrees that if Utmost PanEurope dac discovers that the Applicant misled Utmost PanEurope dac in respect of any part of the statements confirmed above, that Utmost PanEurope dac shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope dac's legal remedies or options, have the contractual ability to:

i) terminate the bond immediately and, regardless of the actual date of bond termination, impose the maximum encashment and any other relevant charges which may be imposed on the Applicant under the bond as if the bond had been encashed immediately after issue. Such charges shall be applied to the extent that they cover any costs, expenses or losses caused by Utmost PanEurope dac being misled, without limiting Utmost PanEurope dac's ability to seek additional recompense from the Applicant in respect of any shortfall.

ii) notify relevant government authorities and provide all information considered necessary or appropriate at Utmost PanEurope dac's discretion concerning the Applicant and/or the bond; and

iii) if considered appropriate after consultation with government authorities and/or legal counsel, either

a) subject to satisfying Utmost PanEurope dac's further reasonable requirements, refund the Applicant's premium(s) and other amounts paid to Utmost PanEurope dac to the date of such termination less applicable encashment and other charges in accordance with clause (i) above (the 'Refund Amount'), or

b) if legally required to do so by competent government authorities, freeze or pay over to relevant government authorities all or a portion of the Refund Amount or take such other actions as competent government authorities may legally require.

Disclosure of information to Tax and other Government Authorities

The Applicant has been advised that Utmost Group plc and Utmost PanEurope dac have a longstanding policy of cooperating with tax and other government authorities to combat money laundering, tax evasion or other illegal activities or conduct that will or may be regarded as such.

In cases where Utmost PanEurope dac suspects that the funds invested in the bond are wholly or partly derived from illegal activities/sources and/or tax evasion, then Utmost PanEurope dac shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope dac's legal remedies or options, have the ability to disclose to the Applicant's home country tax and/or other government authorities the Applicant's identity and any relevant information considered necessary or appropriate, at Utmost PanEurope dac's discretion, concerning the bond.

Utmost PanEurope dac's obligations under the policy, including the payment of benefits, will be suspended either in whole or in part, to the extent that performance of any policy obligation may expose Utmost PanEurope dac to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

CONFIRMATIONS AND ACKNOWLEDGEMENTS

The Applicant understands and agrees that this contract is of the utmost good faith and that the information the Applicant supplies in this application form, together with any supporting information completed or given by the Applicant in the Applicant's name, shall form the basis of the contract with Utmost PanEurope dac.

The Applicant agrees that if it subsequently comes to light that any information supplied to Utmost PanEurope dac by the Applicant or on the Applicant's behalf was misleading or incomplete, then this might invalidate the Applicant's contract and adversely affect the Applicant's right to the payment of policy benefits. The Applicant understands the requirement to provide accurate and relevant information in the Applicant's dealings with Utmost PanEurope dac is continuous and binding upon the Applicant or any subsequent holder of the policy.

The Applicant agrees to inform Utmost PanEurope dac immediately should any information within this application change, and understands that the Applicant is obliged to do so.

The Applicant understands that no contract shall be issued in respect of this application and Utmost PanEurope dac shall be under no obligation in respect of this application until the first premium has been received by Utmost PanEurope dac and Utmost PanEurope dac has expressly confirmed in writing that it accepts the application.

The Applicant accepts that selection of investments is the Applicant's appointed EMC's responsibility and Utmost PanEurope dac makes no representations or guarantees in relation to the future performance of any assets linked to the bond and accordingly has no legal responsibility in respect of future performance of such linked assets.

The Applicant confirms that the firm named in section J - Introducer's Details will be acting as the Applicant's financial adviser on an ongoing basis and the Applicant agrees that Utmost PanEurope dac is able to disclose all information relating to the Applicant's bond to this financial adviser. The Applicant understands that if the Applicant decides to change the Applicant's financial adviser it is the Applicant's responsibility to tell Utmost PanEurope dac in writing of this change.

The Applicant agrees that a copy of the Applicant's agreement given in this Declaration will have the validity of the original. The Applicant understands that the Applicant's financial adviser is acting as the Applicant's agent and not an agent of Utmost PanEurope dac.

The Applicant confirms that the Applicant is not ordinarily resident in Ireland and is habitually resident (that is the Applicant normally lives) in the UK and confirms that, to the best of the Applicant's knowledge and belief, the Applicant is not subject to any legislation which would make such an investment unlawful. The Applicant hereby undertakes to inform Utmost PanEurope dac of any change in the Applicant's country of residence during the lifetime of the bond.

The Applicant further confirms and declares that the Applicant is tax resident in the jurisdiction(s) entered in section C on page 3 of this application form and that if the Applicant is a US tax resident, the Applicant has indicated this in section C and provided the Applicant's T.I.N.

The Applicant understands and agrees that Utmost PanEurope dac will, as appropriate, report the Applicant's policy under the various exchange of information agreements including the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS).

Adviser Charges

Where Utmost PanEurope dac has been requested to facilitate the payment of adviser charges:

The Applicant authorises Utmost PanEurope dac to pay the adviser charges as set out in section G. Where the Applicant has indicated that the ongoing adviser charge attracts VAT, Utmost PanEurope dac is also authorised to automatically adjust future payments if the rate of VAT changes without any further authority from the Applicant.

The Applicant understands and accepts that:

- Any withdrawal that exceeds the 5% annual tax deferred entitlement will cause a chargeable event, and the Applicant may be subject to UK Income Tax
- When paid to a financial adviser, the charge will be treated for tax purposes, as a withdrawal to the Applicant from the bond
- Utmost PanEurope dac cannot cancel an adviser charge after it has been paid, even if the Applicant decides to cancel the bond during the cancellation period
- If the application is not proceeded with, the Applicant will be refunded the premium in full, less any adviser charges; any adviser charges that the Applicant has paid/owed will be the Applicant's responsibility to settle
- As the bond is linked to an External Managed Account, any fund based adviser charge payments will be based on the last available fund value for the External Managed Account held in Utmost PanEurope dac's records.
- Due to timing differences, there may be significant market movements between the date when Utmost PanEurope dac's records were last updated with the fund value of the External Managed Account and the date the adviser charge is calculated
- Where the Applicant requires any adjustment in adviser charges paid by Utmost PanEurope dac, Utmost PanEurope dac will not be responsible for making such adjustments and the Applicant will liaise directly with the adviser
- The adviser charges apply to the bond as a whole and will not be reduced if one or more policy segments is surrendered, unless the Applicant specifically requests this to happen at the time of the segment surrender.

How Utmost PanEurope dac uses the Applicant's information

Utmost PanEurope dac uses the information the Applicant provides, about themselves and other people, to provide Utmost PanEurope dac's products and services. In order to support Utmost PanEurope dac's products and services, Utmost PanEurope dac transfers information between different entities within Utmost PanEurope dac's immediate operating group and to appointed data processors, but Utmost PanEurope dac does not transfer information to other parties, unless required to do so by law or regulation. Utmost PanEurope dac does not carry out marketing using the information or transfer, or sell, the Applicant's personal information to others for marketing purposes.

More details about how Utmost PanEurope dac use the Applicant's information, the Applicant's rights over this information and how the Applicant can exercise those rights can be found in the applicable Privacy Statement. Utmost PanEurope dac publish their Privacy Statements on Utmost PanEurope dac's website at **www.utmostinternational.com/privacy-statements** or the Applicant can contact Utmost PanEurope dac on **0845 602 9281** and request a copy.

The Applicant acknowledges that:

Utmost PanEurope dac will store, process or pass on the Applicant's data whether or not the Applicant's application is accepted.

Utmost PanEurope dac will, in the event of the death of the Applicant or Life Assured (as applicable), obtain necessary evidence as to the cause and circumstances relating to the Applicant's or the Life Assured's death should it wish to do so.

	Applicant 1	Applicant 2/Deputy/Power of Attorney*
SIGNATURE		
Print full name		
Date	d d m m y y y y	d d m m y y y y

SIGNATURE

*Delete as applicable.

If there are more than two applicants, photocopy this page and after signing the additional copies attach it securely to the form.