

# DEED OF ASSIGNMENT OF POLICIES



## FOR ASSIGNING OWNERSHIP OF POLICY SEGMENTS TO AN INDIVIDUAL INCLUDING SPLITTING OUT SEGMENTS TO FORM A NEW BOND

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

Please contact us by telephone at **+44 (0)20 3868 5300** or email at **IOMAsk@utmostgroup.com** if you are unsure if this form is suitable for your product type.

Do not complete this deed where assigning into a Corporate Trust, instead submit the original or certified trust deed together with suitable identification documents and a completed **Tax Information Exchange Pack for Entities** for all trustees.

### BEFORE YOU BEGIN

This deed is split into two sections. The section to complete depends on how the assigned policy segments are to be held. We recommend that you read the **Transferring Ownership Guide** and seek appropriate financial advice before completing this form.

Where assigning to more than one individual and the policy segments are not going to be held on a joint basis, an additional deed of assignment will be required for each assignee.

This assignment results in a change of ownership. It may also affect the personal taxation of the parties involved. You should refer to your financial adviser before completing this to ensure it meets your requirements. No responsibility is accepted by Utmost International Isle of Man Limited and Utmost PanEurope dac for any consequences arising from the assignment of segments.

### HOW TO COMPLETE THIS FORM

#### **Paper completion**

Please complete this deed using 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.

#### **Electronic completion**

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

Please be aware that we do not accept digital signing of deeds and thus we would expect to receive either (i) the original copy of the deed or (ii) a certified copy providing the certification follows our standard process - see here for more information on our certification requirements **Anti-money Laundering Guide** In either case the deed should be correctly signed and witnessed.

Throughout this form, 'I', 'me' and 'my' means the assignor or assignee where applicable and 'the Company' refers to Utmost International Isle of Man Limited or Utmost PanEurope dac.

### WHAT TO DO WHEN YOU HAVE COMPLETED THIS DEED

Once complete, return this deed and any supporting documents to:

**Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.**

	PAGE	PART	REQUIREMENT	TICK PART COMPLETED
<b>Assignment details</b>	2	A – Bond details	Mandatory	<input type="checkbox"/>
	2	B – Assignor details	Mandatory	<input type="checkbox"/>
	4	C – Assignee details	Mandatory	<input type="checkbox"/>
	7	D – Politically Exposed Persons	Mandatory	<input type="checkbox"/>
	7	E – Identification requirements	Mandatory	<input type="checkbox"/>
	8	F – Assignment details	Mandatory	<input type="checkbox"/>
<b>Declarations</b>	14	G – Assignor declaration	Mandatory	<input type="checkbox"/>
	15	H – Assignee declaration	Mandatory	<input type="checkbox"/>

**A BOND DETAILS** **MANDATORY**

Product provider

Policy number

**B ASSIGNOR DETAILS** **MANDATORY**

**B1 ASSIGNOR DETAILS**

**Provide details of the current policyholders(s)\*. They will be referred to in this deed as the 'assignors'.**

Where the existing policyholder wishes to share ownership of the policy segments jointly with the assignee, the existing policyholder should complete as both assignor and assignee.

	First assignor/trustee		Second assignor/trustee (if any)	
1 Role				
2 Title (Mr Mrs, Ms, etc.)	<input type="text"/>		<input type="text"/>	
3 First Name(s)	<input type="text"/>		<input type="text"/>	
4 Surname	<input type="text"/>		<input type="text"/>	
5 Do you have a maiden name, a previous name or alias?	Yes	No	Yes	No
If "Yes", provide the other name(s)	<input type="text"/>		<input type="text"/>	
6 Date of birth	<input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/>		<input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/>	
7 Place of birth	<input type="text"/>		<input type="text"/>	

\*Where the policy is held in trust, the trustees are the policyholders. Note if the assignment is taking place following the death of the sole policyholder (where the policy is written on a multi-life or capital redemption basis), the executors will be the policyholders in this instance.

**If there are more than two assignors,** photocopy this page, complete and attach it securely to this deed.

<b>8</b> Please list all nationalities/ citizenships held			
<b>9</b> Permanent residential address			
	Postcode		Postcode
<b>10</b> Is the correspondence address the same as the permanent residential address? If "No", please provide the correspondence address	Yes	No	Yes No
	Postcode		Postcode
<b>11</b> Contact telephone number			
<b>12</b> Email address			
<b>13</b> Country of tax residence			
<b>14</b> National Insurance ("NI") number			
<b>15</b> US Tax Identification number ("TIN")			
<b>16</b> Other tax reference number (s)			

**Question 10,** We accept no responsibility for the consequences of sending documentation to this correspondence address, or an address notified subsequently. Utmost International reserves the right to send correspondence to the residential address where regulations prevent it from being sent to any other address.

**Question 11,** Your telephone number is used for fraud prevention controls.

**Question 12,** Please note each applicant must have a unique email address. An email address cannot be shared by users on the Online Service Centre.

**Question 14,** Only complete question 14 if you are a UK tax resident.

**Question 15,** Only complete question 15 if you are a US tax resident.

**Only complete question 17 or 18 below if you were born in the US , you are a US citizen and/are resident in the US for tax purposes.**

<b>17</b> I confirm that I am a US citizen and/or resident in the US for tax purposes (green card holder or resident under the substantial presence test) and my US federal taxpayer identifying number (US TIN) is shown above.			
	Yes	No	Yes No
<b>18</b> I confirm that I was born in the US (or a US territory) but I am no longer a US citizen.	Yes	No	Yes No

We will presume that you are not resident in the US for tax purposes if question 17 and 18 are left blank unless there is indicia which contradicts this.

If you have ticked question 18 you must provide a certified copy your US loss of nationality certificate.

B2 ASSIGNOR EMPLOYMENT DETAILS

1 Employment status	Employed	Employed
	Self Employed	Self Employed
	Retired	Retired
	Unemployed	Unemployed
	Homemaker	Homemaker
2 Date of retirement or unemployment or became homemaker	<input type="text" value="d d m m y y y y"/>	<input type="text" value="d d m m y y y y"/>
3 Occupation	<input type="text"/>	<input type="text"/>
4 Last year's annual income/salary	Currency <input type="text"/>	Currency <input type="text"/>
	Amount <input type="text"/>	Amount <input type="text"/>
5 Do you receive income other than from your occupation? If "Yes" please provide details including amount and source	Yes No	Yes No
	<input type="text"/>	<input type="text"/>
6 Employer/business name	<input type="text"/>	<input type="text"/>
7 Employer/business Address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text" value="Postcode"/>	<input type="text" value="Postcode"/>

**Questions 2 and 3, If Retired, Unemployed or a Homemaker please provide your former occupation including role** e.g. Director accountancy and include date of retirement, unemployment or becoming a homemaker.

**Question 4, Income details** are required for Know Your Client and AML requirements **where the Assignor funded the original investment only** and failure to complete will result in a delay in processing the application.

**C THE NEW OWNER ' THE ASSIGNEE ' MANDATORY**

Where multiple assignees are detailed here, they will jointly hold any policy segments being assigned.

If there are more than two assignees, photocopy this page, complete the relevant details and attach it securely to this deed.

C1 THE ASSIGNEE DETAILS

1 Role	First assignee/trustee	Second assignee/trustee (if any)
2 Name of Trust (if applicable)	<input type="text"/>	<input type="text"/>
3 Title (Mr Mrs, Ms, etc.)	<input type="text"/>	<input type="text"/>
4 First Name(s)	<input type="text"/>	<input type="text"/>
5 Surname	<input type="text"/>	<input type="text"/>

<b>6</b> Do you have a maiden name, a previous name or alias? If "Yes", provide the other name(s)	Yes	No	Yes	No												
<b>7</b> Date of birth	d	d	m	m	y	y	y	y	d	d	m	m	y	y	y	y
<b>8</b> Country and place of birth																
<b>9</b> Please list all nationalities/citizenships held.																
<b>10</b> In the past 3 years, did the residential address change? If "Yes" please provide all previous address details	Yes	No	Yes	No												
	Postcode		Postcode													
<b>11</b> Permanent residential address																
	Postcode		Postcode													
<b>12</b> Is the correspondence address the same as the permanent residential address? If "No", please provide the correspondence address	Yes	No	Yes	No												
	Postcode		Postcode													
<b>13</b> Contact telephone number																
<b>14</b> Email address																
<b>15</b> Country of tax residence																
<b>16</b> National Insurance ("NI") number																
<b>17</b> US Tax Identification number ("TIN")																
<b>18</b> Other tax reference number (s)																

**Question 12,** We accept no responsibility for the consequences of sending documentation to this correspondence address, or an address notified subsequently. Utmost International reserves the right to send correspondence to the residential address where regulations prevent it from being sent to any other address.

**Question 13,** Your telephone number is used for fraud prevention controls.

**Question 14,** Please note each applicant must have a unique email address. An email address cannot be shared by users on the Online Service Centre.

**Question 16,** Only complete question 16 if you are a UK tax resident.

**Question 17,** Only complete question 17 if you are a US tax resident.

Only complete question 19 or 20 below if you were born in the US , you are a US citizen and/are resident in the US for tax purposes.

	First assignee/trustee		Second assignee/trustee (if any)	
	Yes	No	Yes	No
<b>19</b> I confirm that I am a US citizen and/or resident in the US for tax purposes (green card holder or resident under the substantial presence test) and my US federal taxpayer identifying number (US TIN) is shown above.				
<b>20</b> I confirm that I was born in the US (or a US territory) but I am no longer a US citizen.				

We will presume that you are not resident in the US for tax purposes if question 19 and 20 are left blank unless there is indicia which contradicts this.

If you have ticked question 20 you must provide a certified copy your US loss of nationality certificate.

C2 ASSIGNEE EMPLOYMENT DETAILS

	First assignee	Second assignee (if any)
<b>1</b> Employment status	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Homemaker	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Homemaker
<b>2</b> Date of retirement or unemployment or became homemaker	<input type="text" value="d d m m y y y y"/>	<input type="text" value="d d m m y y y y"/>
<b>3</b> Occupation	<input type="text"/>	<input type="text"/>
<b>4</b> Last year's annual income/salary	Currency <input type="text"/> Amount <input type="text"/>	Currency <input type="text"/> Amount <input type="text"/>
<b>5</b> Do you receive income other than from your occupation? If "Yes" please provide details including amount and source	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>
<b>6</b> Employer/business name	<input type="text"/>	<input type="text"/>
<b>7</b> Employer/business Address	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
	<input type="text" value="Postcode"/>	<input type="text" value="Postcode"/>

Questions 2 and 3, If Retired, Unemployed or a Homemaker please provide your former occupation including role e.g. Director accountancy and include date of retirement, unemployment or becoming a homemaker.

Question 4: The completion of this section is only required if you are selecting the money or money's worth option as the reason for assignment in Section F. If relevant, income details are required for Know Your Client and AML requirements and failure to complete will result in a delay in processing the application.

TAX DETAILS

The assignee **must** complete the relevant separate Tax Declaration

For individuals: **Tax Declaration and Self Certification for Individual Investors**

For individual trustees: **Tax Declaration and Self Certification for Trusts**

For corporate entities: **Tax Declaration and Self Certification for Entity Investors (Corporate and Trustee Investors)**

Country/Countries of tax  
residency

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You can find more information on tax residency at  
<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>

**D POLITICALLY EXPOSED PERSONS**

**MANDATORY**

We are required to identify 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. Family members or close associates of a PEP must also be considered PEPs themselves.

Is there anyone associated with this application who could be considered a PEP?      Yes      No  
If "Yes" provide details

**E IDENTIFICATION REQUIREMENTS**

**MANDATORY**

Under Manx and Irish anti-money laundering regulations we are required to verify the identity and address of all assignee(s). In addition, a change in ownership is deemed a 'trigger event' under anti-money laundering regulations and we must bring any previous verification of identity up to current standards for existing policyholders/trustees. As such, you may also be required to provide identity and address verification for the assignors.

If you are presenting documentation to verify the change confirmed in section B or C please confirm how the certifier reviewed the documents.

	<b>Assignor 1</b>	<b>Assignor 2</b>	<b>Assignee 1</b>	<b>Assignee 2</b>
Met you in person				
Met you face-to-face via secure live video stream				
Did not meet you and received original documents by post				
Other, please provide details				

**Certification Requirements**

**Identity Verification**

I hereby confirm that this document is a true copy of the original which I have seen, and the photograph represents a true likeness of the client whom I have met.

**Address Verification**

I hereby confirm that this document is a true copy of the original which I have seen.

**F ASSIGNMENT DETAILS MANDATORY**

To ensure you select the right option for you and your assignee(s), it is recommended that you read the **Transferring Ownership Guide** and seek appropriate financial advice prior to completing this deed.

F1 ASSIGNMENT DETAILS

**Date of assignment**

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

Not valid unless dated

**Bond/Account/Plan Number**

**Individual Policies**

**Bond/Account/Plan:** The collective name for the individual policies which make up the contract.

**Individual Policies:** Refers to the individual policies within the bond. Individual policies are sometimes referred to as segments. For example, if 10 policies are assigned whilst 1000 are live, 991-1000 would be assigned.

Specify one or more individual policies to be assigned. We will assign the highest numbered policies which are active at the time of assignment.

If there are no individual policies specified in this deed, then all individual policies owned by the assignor will be assigned.

POLICY SEGMENTS BEING ASSIGNED

Tick one of the following options:

**Assign all policy segments** - ownership of the entire bond (i.e. all policy segments) will be transferred to the assignee(s)

OR

**Assign a specific number of policy segments only** - ownership of only these policy segments will be transferred to the assignee(s) and the policy segments that are assigned will be held under a separate bond number for administrative purposes.

Number of segments

From here on referred to as 'the policies'.

The capacity in which the current assignor(s) (the current owner(s)) hold the policies:

Tick one

Sole owner                      Joint owner(s)                      Legal Personal Representatives

Trustee(s) of the following trust:

Name of trust (if any)

Declared on

If the assignor(s) hold the policies on trust, enter the name of the trust (if any) and the date the trust was declared. These details are usually given in the deed which established the trust. For a will trust, use the date of death. Only use this option where the assignor (the current owner) is a trust.

F2 REASON FOR ASSIGNMENT

NOW THIS DEED WITNESSES as follows:

1. The assignor(s) hereby assign the policies and the full benefit to the assignee(s) absolutely.
2. The assignor(s) and assignee(s) hereby confirm that this assignment is:

The assignor is the current owner of the policies.

Tick one.

- |   |  |  |
|---|--|--|
| A gift  | Part of a divorce settlement (Court Order applies)             | Part of a divorce settlement (no Court Order applies) <sup>1</sup> |
| A transfer for money or money's worth. <sup>2</sup>             | A transfer to a beneficiary of a trust (including will trusts) | A transfer to a beneficiary of a will                              |
| A transfer to the trustees of the trust identified in section C |  |  |

Reason for initial investment

Relationship of the assignee to the assignor

The assignee is the recipient of the assignment and must be aged 18 or over on the day the deed is completed and dated. Where more than one assignee is named, they will hold the policies jointly.

<sup>1</sup> Please note that such an assignment is always treated as an 'assignment for money or money's worth' which may have tax consequences. We strongly recommend that you seek financial advice before proceeding.

<sup>2</sup> If the segments have been sold to the assignee(s) for money or money's worth, we will require additional information regarding how the assignee(s) originally accumulated the funds used for the purchase. Documentary evidence of source of wealth may be requested to meet our regulatory obligations. This type of assignment may have tax consequences. We strongly recommend that you seek financial advice before proceeding.

**Part 1** below is only to be completed if an assignor remains as an assignee and continuing policyholder and any existing agreements do not require amendment.

**Part 2** below should be completed if assignee(s) wish to request withdrawals, appoint a new financial adviser, or agree adviser charges for advice.

The change of ownership to the assignee(s) will not be noted on the policy segments until the assignment request has been received, accepted by the Company, the identity of the assignee(s) has been verified in accordance with anti-money laundering standards and the relevant Tax Declaration form has been received.

**IMPORTANT INFORMATION ABOUT ASSIGNING INDIVIDUAL POLICY SEGMENTS WHERE A NEW BOND NUMBER IS GIVEN TO HOLD THE ASSIGNED POLICY SEGMENTS FOR ADMINISTRATIVE PURPOSES AS A SEPARATE BOND (BOND SPLIT)**

Where the intention is to transfer segments which require a new bond to hold the policies for administrative purposes, a completed **Deed of Assignment of Policies** will be required for each assignee/new bond.

By assigning segments to be held as a separate bond, both assignors and assignees must be aware that:

- › this process will generally take up to eight weeks to complete, but may take longer, depending on the investments held
- › all trading will be suspended; valuations will appear incorrect during the process and should not be referred to
- › any annual valuation statements due will be delayed until the process has been completed
- › once started, a bond split cannot be reversed
- › each bond will be subject to its own quarterly administration charge, in addition to paying a proportionate amount of any other existing bond charges, in accordance with the product's terms and conditions.

**ESSENTIAL CHECKS TO PERFORM BEFORE COMPLETION**

**In some circumstances, separating segments to form another bond may not be possible. This means it is essential that you perform the following checks prior to submitting this deed:**

- › The total value of the segments being assigned to form the new bond exceeds £15,000
- › The total value of the segments being retained in the original bond exceeds £15,000.

**PART 1 - ORIGINAL BOND DETAILS (REMAINING SEGMENTS) - TO BE COMPLETED BY THE ASSIGNOR(S)**

**Only complete if the assignor will also remain as Policyholder and existing arrangements are to continue.**

If the existing Policyholder(s) will not continue to own policy segments, the responses in this section (Part 1) should be left blank.

**REGULAR WITHDRAWALS (ORIGINAL BOND) - TO BE COMPLETED BY THE ASSIGNOR(S)**

**After completion of the assignment, any regular withdrawals from the existing bond will stop (where applicable).**

It is strongly recommended that you seek financial advice regarding withdrawals from your bond in respect of any tax implications which may result.

**The assignor(s) wish to continue regular withdrawals at the current rate**

**The assignor(s) wish to continue regular withdrawals, reduced proportionally in line with the policy segments being assigned away**

Should you wish to request a specific amount, or change the bank account details that regular withdrawals are paid to, instead complete and attach a **Withdrawal or Surrender Form**.

**EXISTING ADVICE PAYMENTS (ORIGINAL BOND) - TO BE COMPLETED BY THE ASSIGNOR(S)**

**After completion of the assignment, any existing advice payments from the bond will stop (where applicable).**

You may elect to continue paying existing advice payments from the bond. It is important you are aware that any adviser payment agreements which have been set to a percentage will be based on the value of segments remaining in your bond following assignment. Adviser payment agreements at a set monetary level can either continue at that amount, or be reduced proportionally in line with the segments being assigned away.

It is essential that you are fully aware of the ongoing services being provided by the adviser in relation to the advice payment. This includes knowing the specific charge for the advice. You should ensure that any changes to your adviser payment agreement are discussed with your adviser.

By assigning segments from the existing bond, it reduces your annual 5% tax-deferred entitlement which may lead to UK tax implications for UK-resident clients where paying adviser charges. It is strongly recommended that you discuss your charges, including any possible tax implications in your specific jurisdiction, with your adviser.

The assignor(s) wish for the adviser payment agreement currently in place to continue at the current rate of charging

The assignor(s) wish for the adviser payment agreement currently in place to reduce proportionally in line with the segments being assigned away (monetary based advice payments only)

**PART 2 - NEWLY FORMED BOND (ASSIGNED SEGMENTS) - TO BE COMPLETED BY THE ASSIGNEE(S)**

**REGULAR WITHDRAWALS - TO BE COMPLETED BY THE ASSIGNEE(S)**

**Assignee(s) should complete this section if you would like to add regular withdrawals to the newly-formed bond.**

	Annual percentage of premium(s)	OR	Annual monetary amount
1 Amount to be withdrawn from the new bond	<input type="text"/> %		<input type="text"/>
2 Frequency of withdrawals	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Half-yearly <input type="checkbox"/> Yearly
3 Payment start date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
	<input type="checkbox"/> As soon as possible		

Regular withdrawals could have tax implications. Contact your financial adviser for further information.

**BANK ACCOUNT DETAILS FOR REGULAR WITHDRAWALS:**

1 Name of account holder	<input type="text"/>
2 Account number (for BACS payments this must be 8 digits)	<input type="text"/>
3 Bank sort code	<input type="text"/> - <input type="text"/> - <input type="text"/> (must be 6 digits)
4 Building Society roll number (if applicable)	<input type="text"/>

A bank statement will be required for payments to any bank account not already known to the Company. A certified or original copy of the most recent bank statement must be provided to us before any payments will be made.

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

6 IBAN

7 Correspondent Bank (if applicable)

for example if US Dollars are being issued to a Singapore Bank

8 Bank/Building Society name

9 Address   
  

Postcode	Country
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**Payments to third parties are not normally allowed. However, in exceptional circumstances, they may be considered. For further information, contact our Customer Support team.**

**ADVISER & ADVICE PAYMENT DETAILS - TO BE COMPLETED BY THE ASSIGNEE(S)**

**It is strongly recommended that financial advice be sought and that a financial adviser be appointed to provide advice on your bond.**

DETAILS OF ADVISER PROVIDING FINANCIAL ADVICE

The assignee(s) wish to continue the relationship with the current adviser

**OR**

The assignee(s) wish to appoint a new financial adviser

Name of account holder

Full address   
  

Postcode	Country
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FCA number (if applicable, UK only)

Utmost Adviser Account No.

ADVISER CHARGES - PAYMENTS FOR FINANCIAL ADVICE

**As a result of separating the segments to form a new bond, any prior arrangements to pay ongoing adviser charges from your segments will not be transferred to the new bond that has been set up for administrative purposes to hold your assigned policies.**

Adviser charges paid to the financial adviser will form part of the 5% UK annual tax deferred entitlement and may have potential tax consequences. For more information, please speak to your financial adviser.

Should the assignee(s) want us to facilitate adviser charge payments to the financial adviser noted on the previous page, complete the section below.

**Complete one of the relevant sections below**

ONGOING SERVICE FEE

This **is** RDR-compliant and is usually for clients and advisers based in the UK. This fee is taken as a regular withdrawal from the policy and will count towards the annual 5% tax-deferred entitlement.

Please enter the annual ongoing service fee amount or annual percentage you authorise us to pay to your financial adviser each year as a monetary amount  or  % of the value of the portfolio fund.

ONGOING SERVICE CHARGE

This **is not** RDR-compliant and is usually for policyholders and advisers outside of the UK. This charge is taken as a policy charge across the bond.

Please enter the annual ongoing service charge you authorise us to pay to your financial adviser as a  % of the value of the portfolio fund.

DETAILS OF ADVISER PROVIDING INVESTMENT ADVICE

**The assignee(s) wish to continue the relationship with the current investment adviser on the bond.**

INVESTMENT ADVISER CHARGES - PAYMENTS FOR INVESTMENT ADVICE

**As a result of the assignment, any prior arrangements to pay ongoing investment adviser charges from your segments will not be transferred to the new bond that has been set up for administrative purposes to hold your assigned policies.**

If you are nominating a new investment adviser, by submitting a separate **Nomination of Investment Adviser Form**, please instead complete the investment adviser charge section within the Nomination of Investment Adviser Form for any investment adviser charges you wish to agree.

Assignee(s) should complete the section below should you wish for Utmost International Isle of Man Limited or Utmost PanEurope dac to facilitate an ongoing investment adviser charge (for advice specific to investments only) to your investment adviser.

The investment adviser charge requested here will be applied to all premium investments and cannot be limited to specific premiums.

- 1 Payments are issued quarterly.
- 2 Specify the total annual amount as either a monetary figure or a percentage value:

Annual monetary amount (£/US\$/€)

OR

Annual % of entire bond value

 %

- 3 Ongoing adviser charge start date

d	d	m	m	y	y	y	y
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 In line with previous payments

Where requesting a monetary amount, this must be in the currency of your bond.

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 amount you should state is 0.2% or, if you wish to pay £500 on a half-yearly basis, the amount you should state is £1,000.

### INVESTMENT DETAILS

**No changes will be made to the underlying investments as a result of this assignment.**

The existing investments and any cash held on the dealing account will be split proportionally in line with the number of policy segments assigned. Trading will be suspended for the period of time the assignment takes to complete therefore we recommend you ensure there is enough cash held on the dealing account to cover at least three months' charges.

We strongly recommend that you seek financial advice regarding the suitability of these investments. Should you wish to make changes to the investments, contact our Customer Support team on **+44 (0)20 3868 5300** or via email at [IOMdealing@utmostgroup.com](mailto:IOMdealing@utmostgroup.com) to obtain the appropriate form or to discuss cash held on the dealing account.

### G ASSIGNOR DECLARATION

### MANDATORY

**I hereby assign the policy of assurance detailed in Part A to the Assignee(s) as detailed in Part C on page 2.**

**I confirm and declare** that all information that I have provided to the Company is accurate and correct to the best of my knowledge.

**I agree** to inform the Company immediately should any information within this deed change, and understand that I am obliged to do so.

**I acknowledge** that the Company may disclose my personal data to relevant tax authorities as a consequence of its legal obligations.

	Assignor 1	Assignor 2
Signed as a deed by Assignor	<input type="text"/>	<input type="text"/>
Print full name	<input type="text"/>	<input type="text"/>
In the presence of (full name of witness)	<input type="text"/>	<input type="text"/>
Witness <b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>
Print full name	<input type="text"/>	<input type="text"/>

If there are more than two assignors, photocopy this page and attach it securely.

The witness must be independent, not next of kin or linked to the bond. **By signing here as a witness, you are attesting that you have witnessed the individual signatory signing this document in your physical presence.**

Witness address

Postcode	Postcode

Occupation of witness

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<b>H</b>	<b>ASSIGNEE DECLARATION</b>	<b>MANDATORY</b>
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Throughout both declarations below, "I", "me", and "my" mean the assignee(s) and "the Company" means Utmost International Isle of Man Limited or Utmost PanEurope dac.

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**ADVISER AND INVESTMENT ADVISER CHARGING**

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Throughout this declaration, the term "ongoing service charge/ongoing service fee" refers to charges you pay for any financial advice and/or investment advice.

**I authorise** the Company to pay the financial adviser/investment adviser the ongoing service charge/ongoing service fee as requested above. Where existing adviser charges are to be re-registered, I authorise the Company to pay these to the financial adviser/investment adviser at the previous rate.

**I understand and accept that where the ongoing service charge/ongoing service fee is being facilitated from my bond:**

- › the adviser charge/fee will only be paid when assets can be sold and there is sufficient value in my bond to cover the payment in full
- › ongoing service fees only will be treated, for UK tax purposes, as a withdrawal to me. If the total withdrawals taken from the bond, including any adviser charge payments for financial advice, exceed 5% per annum of the premium(s) paid, then a chargeable event may arise and I (or my assignees(s)) may be subject to UK Income Tax on any excess over the 5% annual tax-deferred entitlement
- › I can cancel the instruction to pay my adviser any adviser charges due from the bond at any time in writing to the Company
- › until the Company receives written notification to cancel the adviser charge instruction, the Company will continue to make payments to the adviser
- › if I change the adviser, cancel payment of the ongoing service charge/ongoing service fee from the bond, assign the bond or any other situation where it is not possible for the Company to facilitate a payment, it will be my responsibility to settle any outstanding adviser charges directly with my adviser
- › I should contact my adviser in the first instance to discuss any ongoing service charge/ongoing service fee I believe should not have been applied to the bond
- › I cannot cancel an ongoing service charge/ongoing service fee after it has been paid, even if I decide to surrender my bond, or any additional premiums during the cancellation period, and acknowledge I will need to contact the adviser to discuss whether a refund is payable in full or part
- › any instruction to transfer the ongoing service charge/ongoing service fee is subject to the terms of the bond.

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## APPOINTMENT OF FINANCIAL ADVISER

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Where a new financial adviser is being appointed within this form the assignee confirms the following:

**I hereby appoint** the firm in Section 1 or Section 2, subsection 'Details of adviser providing advice' (as applicable) as the financial adviser (the Adviser), subject to the terms of the bond. I understand that:

- › this appointment may be terminated by me, the Adviser or the Company at any time by giving prior written notice to all other parties, and
- › the Company will pass details concerning the bond to the Adviser unless the Company is informed that the Adviser is no longer acting for me. The Company will not pass my personal information to any other party claiming to act for me unless I give the Company authority in writing to do so
- › for segments which are held within the same bond and there are multiple policyholders, there can only be one adviser linked to the policy.

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## ASSIGNEE DECLARATION

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**I understand** and agree that this contract is of the utmost good faith and that this information, together with any supporting information completed or given by me in my name, shall form the basis of the contract with the Company. I agree that if it subsequently comes to light that any information supplied to the Company by me or on my behalf was misleading or incomplete, then this might invalidate my contract and adversely affect my right to the payment of policy benefits.

**I understand** the requirement to provide accurate and relevant information in my dealings with the Company is continuous and binding upon me or any subsequent holder of the policy. I agree to inform the Company immediately should any information within this form change and understand that I am obliged to do so.

**I accept** that:

- › the selection of investments is my responsibility, or, where appropriate, that of my fund adviser/discretionary asset manager or any appointed authorised custodian
- › the Company has no legal responsibility in respect of future performance of such linked assets.

**I agree** that a copy of my agreement given in this Declaration will have the validity of the original. I understand that my financial adviser is acting as my agent and not an agent of the Company.

**I confirm and declare** that I am habitually tax resident in the jurisdiction/s entered in Part C of this **Deed of Assignment of Policies**.

**I understand and agree** that Utmost International Isle of Man Limited and Utmost PanEurope dac will, as appropriate, report my policies under the various exchange of information agreements including the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS).

**I agree and acknowledge** that subject to the acceptance of this Assignment by the Company, the Policy is subject to the existing Policy Conditions as amended from time to time together with any relevant declaration or consents given by any previous policyholder(s) to the Company.

HOW THE COMPANY USES YOUR INFORMATION

We use the information you give us, about yourself and other people, to provide our products and services. In order to support our products and services, we transfer information between different entities within our immediate operating group and to appointed data processors, but we do not transfer information to other parties, unless required to do so by law or regulation. We do not carry out marketing using the information or transfer, or sell, your personal information to others for marketing purposes.

More details about how we use your information, your rights over this information and how you can exercise your rights can be found in the applicable Privacy Statement. We publish our Privacy Statements on our website at [www.utmostinternational.com/privacy-statements](http://www.utmostinternational.com/privacy-statements) or you can contact us on **+44 (0)1624 655 555** and request a copy.

All linked parties to this **Deed of Assignment of Policies** should read the Privacy Statement to understand how the data provided about them will be used.

**I acknowledge that:**

- › the Company will store, process or pass on my data whether or not this assignment is accepted
- › the Company will in the event of the death of the life/lives assured (if applicable to the policy) obtain necessary evidence as to the cause and circumstances relating to their death should it wish to do so.

	Assignee 1	Assignee 2
Signed as a deed by Assignee	<input type="text"/>	<input type="text"/>
Print full name	<input type="text"/>	<input type="text"/>
In the presence of (full name of witness)	<input type="text"/>	<input type="text"/>
Witness <b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>
Print full name	<input type="text"/>	<input type="text"/>
Witness address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Occupation of witness	<input type="text"/>	<input type="text"/>

The witness must be independent, not next of kin or linked to the bond. **By signing here as a witness, you are attesting that you have witnessed the individual signatory signing this document in your physical presence.**

A WEALTH *of* DIFFERENCE

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

Utmost International Isle of Man Limited is registered in the Isle of Man, registered number 024916C. Registered Office address: King Edward Bay House, King Edward Road, Onchan, IM99 1NU, Isle of Man.

Utmost International Isle of Man Limited is licensed by the Isle of Man Financial Services Authority as an Authorised Insurer.

Utmost is registered in the Isle of Man as a business name of Utmost International Isle of Man Limited.

Utmost PanEurope dac is registered in Ireland, registered number 311420. Registered Office address: Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Utmost PanEurope dac is regulated by the Central Bank of Ireland as a Life Insurance Undertaking.

Utmost PanEurope dac is a Category A Insurance Permit holder with the Jersey Financial Services Commission.

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