

# APEX (FRANCE)

## APPLICATION FORM FOR INDIVIDUALS

Capitalised terms used and not defined in this **Application Form** shall have the meaning given to them in the **Policy Conditions** applicable to Apex (France).

**The information provided and statements made in this Application Form (together with all documents outlined in section '3.2 Contractual Documents' of the Policy Conditions) shall form the basis of your life insurance agreement with Utmost PanEurope dac.**

Once completed, arrange for your Insurance Intermediary to return this form and any supporting documentation 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: **ccsfrontoffice@utmost.ie**

We will act on all requests received by email, however, requests will not be finalised until the following documents (as applicable) have been received by Utmost PanEurope dac at the above postal address:

- › Original forms or Written Requests containing a wet ink signature (only required if a valid digital signature has not been used)
- › All necessary supporting documentation (i.e. true certified copies as applicable).

	PAGE	SECTION	REQUIREMENT	TICK SECTION COMPLETED
<b>Applicant and Policy details</b>	2	A - Request for English language	Mandatory	
	2	B - Tax information	Mandatory	
	3	C - Policy details	Mandatory	
	3	D - Politically Exposed Persons details	Mandatory	
	4	E - Applicant details	Mandatory	
	5	F - Additional Life Assured details	Optional	
	7	G - Nomination of Beneficiaries	Mandatory	
	9	H - Premium details	Mandatory	
	11	I - Source of wealth	Mandatory	
	13	J - Product fit assessment	Mandatory	
	14	K - Regular withdrawals	Optional	
	15	L - Identification requirements	Mandatory <sup>1</sup>	
	16	M - Insurance Intermediary details	Mandatory <sup>1</sup>	
	17	N - Investment options	Mandatory	
	18	O - External Assets	Optional	
	19	P - Nomination of a Custodian / Platform and discretionary Investment Adviser	Optional	
	20	Q - Nomination of Discretionary Fund Manager	Optional	
	21	R - Management of the Dealing Account	Mandatory	
<b>Declarations</b>	22	S - Applicant declaration	Mandatory	

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

<sup>1</sup> Insurance Intermediary to complete.

**A REQUEST FOR ENGLISH LANGUAGE**

**MANDATORY**

- › The person(s) applying to become the Policyholder of an Apex (France) Policy 'the Applicant' requests the contractual language of Apex (France) to be the English language, and that all pre-contractual declarations, representations, notices and future communications, endorsements etc. during the term of Apex (France) are also to be in the English language
- › The Applicant confirms that the Applicant can read and fully understand the English language
- › By completing and signing this application, the Applicant agrees to the terms outlined above.

**B TAX INFORMATION**

**MANDATORY**

Under the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS) agreements, Utmost PanEurope dac (Utmost PanEurope) is required to obtain information about the Applicant's tax status.

This **Application Form** has been designed to collect information regarding the Applicant's tax status so that Utmost PanEurope can accurately report the Policy, as required. If Utmost PanEurope is unable to obtain all necessary information within this form to satisfy Utmost PanEurope's obligations under the relevant legislation, you may be required to complete a separate '**Apex (France) Tax Information Exchange Pack - Self Certification Form for Individuals**'.

**B1 TAX MANDATE**

**If you do not complete this section we will be unable to proceed with the application.**

☐

By ticking this box, the Applicant hereby provides Utmost PanEurope with a tax mandate which is in accordance with French law. By ticking this box, the Applicant acknowledges that Utmost PanEurope will withhold Income Tax and Social Contributions Tax in respect of gains made on withdrawals or surrenders.

In addition, by ticking this box, the Applicant also understands that:

- › the Applicant is responsible for all other French tax liabilities that may arise as a result of this Policy, and that the Applicant may be able to reclaim some of the tax withheld by Utmost PanEurope from the French tax authorities and it is the Applicant's responsibility to do so
- › Utmost PanEurope will also deduct taxes in respect of certain Death Benefit payments (but not Social Contributions Tax), which will be subject to a separate mandate completed by the Beneficiaries at the time of the claim.

C POLICY DETAILS

MANDATORY

1 Life assurance basis

☐

Single life

☐

Joint lives first death

☐

Multiple lives last death

2 Provide a copy of your Charges Details Document or enter its reference number

3 Sales Support team case ID reference

4 Policy Currency

☐

Euro

☐

Pound Sterling

☐

US Dollar

☐

Swiss Franc

5 Number of Policy Segments

If the number of Policy Segments is not specified, 60 Policy Segments will be issued by default.

6 Charge Structure

☐

Your Insurance Intermediary will provide you with a Charges Details Document detailing the applicable charges for your Policy. If this document is produced by Utmost PanEurope's Sales Support team, a five digit case ID can be found on page one next to the Applicant's name.

Once the Policy is established the Policy Currency cannot be changed.

The number of Policy Segments available is subject to a minimum investment of €500 in each. The maximum number of Policy Segments is 9,999.

For further information, refer to the Apex (France) Charges Guide.

D POLITICALLY EXPOSED PERSONS DETAILS

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.

Please 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:


See our separate document entitled 'Politically Exposed Persons' which is available from your Insurance Intermediary who can obtain this on our website [www.utmostinternational.com](http://www.utmostinternational.com). This includes a list of those parties considered to be immediate family members or close associates.

**E** APPLICANT DETAILS

**MANDATORY**

	Applicant 1	Applicant 2
<b>1</b> Is the Applicant to be a Life Assured?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2</b> Title (Mr, Mrs, Miss or Other)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>3</b> Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
<b>4</b> Surname	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>5</b> Maiden name or any previous names	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>6</b> Forenames (in full)	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>
<b>7</b> What is the relationship of Applicant 1 to Applicant 2?	<input style="width: 100%;" type="text"/>	
<b>8</b> Nationality	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>9</b> Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
<b>10</b> Place of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>11</b> Country of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>12</b> Permanent residential address (PO Box and 'care of' addresses are not acceptable)	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>13</b> Full correspondence address (Only required if it differs from the permanent residential address)	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>14</b> Email address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>15</b> Would you like to be provided with login credentials to view your Policy online at <b>utmostinternational.com</b> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
If so, provide a unique personal code	<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="text"/> <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="text"/> <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="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<b>16</b> Contact telephone number (including international dialling code)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<b>17</b> Country of tax residency	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>

For details of age restrictions for being a Life Assured refer to section F of this form. If you do not wish to be a Life Assured or will be appointing additional Lives Assured, ensure section F is also completed.

Please note, French nationals are not permitted to invest in an Apex (France) Policy.

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 four 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.

<b>18</b> Tax Identification Number (In the Notes section on page 27, supply for all other countries where you are tax resident)	<input type="text"/>	<input type="text"/>
<b>19</b> US Tax Identification Number (T.I.N)	<input type="text"/>	<input type="text"/>
<b>20</b> Other tax reference number(s)	<input type="text"/>	<input type="text"/>

<b>F</b>	<b>ADDITIONAL LIFE ASSURED DETAILS</b>	<b>OPTIONAL</b>
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**Complete this section if:**

- › the Life Assured details are different to the Applicant details in section E, or
- › you would like to appoint additional Lives Assured.

	<b>Additional Life Assured 1</b>	<b>Additional Life Assured 2</b>
<b>1</b> Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
<b>2</b> Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
<b>3</b> Surname	<input type="text"/>	<input type="text"/>
<b>4</b> Maiden name or any previous names	<input type="text"/>	<input type="text"/>
<b>5</b> Forenames (in full)	<input type="text"/>	<input type="text"/>
<b>6</b> Permanent residential address (PO box and 'care of' addresses are not acceptable)	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>
<b>7</b> Occupation and nature of employment	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
<b>8</b> Telephone number (including international dialling code)	<input type="text"/>	<input type="text"/>
<b>9</b> Email address	<input type="text"/>	<input type="text"/>
<b>10</b> Nationality	<input type="text"/>	<input type="text"/>
<b>11</b> Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
<b>12</b> Place of birth	<input type="text"/>	<input type="text"/>
<b>13</b> Country of birth	<input type="text"/>	<input type="text"/>
<b>14</b> Country of residence	<input type="text"/>	<input type="text"/>
<b>15</b> Relationship to Applicant(s)	<input type="text"/>	<input type="text"/>

If applying for the Policy on a 'single life' or 'joint life first death' basis, the maximum age of all Lives Assured is 85 years.

If applying for the Policy on a 'multiple life last death' basis, the maximum age of the youngest Life Assured is 85 years.

To appoint more than two Lives Assured photocopy this page, complete and attach it securely to this form. A maximum of six Lives Assured can be appointed.

- › I consent to being the Life Assured under the Policy and I confirm I am of sound mind and at least 12 years old (any Lives Assured under the age of 18 must have the consent of their legal guardian or representative). I will provide Utmost PanEurope with any material information or documentation that they request
- › I consent to the appointment of the Beneficiary(ies) listed in the Nomination of Beneficiaries section **G** and I understand my signature will be required for any future appointments or changes of Beneficiary
- › I acknowledge and understand that Utmost PanEurope must obtain, process and record my personal data which may include personal sensitive data relating to my health for the purposes of providing a Policy of life insurance
- › I acknowledge that my signature will be required for any Assignments or pledges of the Policy.

	Signature of first additional Life Assured	Signature of second additional Life Assured	
<b>SIGNATURE</b>	<div></div>	<div></div>	<b>SIGNATURE</b>
Date	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>	

If the Life Assured is a minor (to a minimum age of 12) the legal guardian / representative will be required to sign here:

Print full name	<div></div> <div></div>
Relationship to Life Assured	<div></div> <div></div>
<b>SIGNATURE</b>	<div></div>
Date	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>

G NOMINATION OF BENEFICIARIES

MANDATORY

G1 NOTARY DETAILS

If Beneficiaries are to be appointed using an existing will, private deed or authentic deed, provide details of the notary here:

Full name of the notary


Address


Postcode

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Email address

--

Telephone number

(including international dialling code)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

If there is more than one notary linked to the appointment of Beneficiaries on this Policy, please print an additional copy(ies) of this section and complete for all relevant notaries.



If the will, private deed or authentic deed is appointing one or more Accepting Beneficiaries, please also complete section G3, ensuring all Accepting Beneficiaries sign this form.

In the absence of a will, private deed or authentic deed, or if you would like to appoint additional Beneficiaries complete the sections below.

G2 NOMINATION OF REVOCABLE BENEFICIARIES BY CATEGORY OR NAME

Beneficiaries can be nominated by generic appointment or by providing names of each Beneficiary.

If you would like to nominate Beneficiaries by generic appointment, to benefit in equal share, provide the generic category(ies) here. (For example, spouse, children, grandchildren etc.)

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Alternatively, if you would like to nominate Beneficiaries by name, the table below should be completed:

Name	Address	Date of birth	Tax Number or French ID number	Relationship to Applicant	% share of Death Benefit										
		<table><tr><td>d</td><td>d</td><td>m</td><td>m</td></tr><tr><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y					
d	d	m	m												
y	y	y	y												
	Postcode														
		<table><tr><td>d</td><td>d</td><td>m</td><td>m</td></tr><tr><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y					
d	d	m	m												
y	y	y	y												
	Postcode														
		<table><tr><td>d</td><td>d</td><td>m</td><td>m</td></tr><tr><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y					
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	Postcode														
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d	d	m	m												
y	y	y	y												
	Postcode														

Total benefit 100%

G3 NOMINATION OF ACCEPTING BENEFICIARY

This section should be completed if you would like to appoint any Accepting Beneficiary(ies). You must provide the full name, date of birth, postal address, email address and your relationship with each Accepting Beneficiary appointed and indicate each Beneficiary's percentage share of the Death Benefit.

Any nominated Accepting Beneficiary(ies) must accept their appointment by signing the below declaration:

- › I consent to be an Accepting Beneficiary
- › I request and consent to the Applicant giving the sole instruction regarding any investment instructions including buying, selling and switching External Assets as well as selecting an Investment Adviser, Discretionary Fund Manager, Platform or Custodian
- › I understand that my signature will be required, along with the Applicant, for other transactions such as surrenders, withdrawals, pledges and Assignments as well as any change of Beneficiary appointments
- › I understand that the Policyholder agrees to this appointment by signing this Application Form on page 26.

	Accepting Beneficiary 1	Accepting Beneficiary 2	
SIGNATURE	<div></div>	<div></div>	SIGNATURE
Print full name	<div></div> <div></div>	<div></div> <div></div>	
Date	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>	
	Accepting Beneficiary 3	Accepting Beneficiary 4	
SIGNATURE	<div></div>	<div></div>	SIGNATURE
Print full name	<div></div> <div></div>	<div></div> <div></div>	
Date	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>	



H PREMIUM DETAILS

MANDATORY

The minimum Initial Premium permitted is €100,000/£90,000/US\$110,000/CHF110,000.

1 Total Initial Premium

2 Currency of investment

☐

Euro

☐

Pound  
Sterling

☐

US  
Dollar

☐

Swiss Franc

Refer to the separate **Apex (France) Guide for Individual Applicants** or speak to your Insurance Intermediary for more details.

Your bank may apply a fee depending on the payment method.

For security and speed please send Premium payments by Electronic Bank Transfer. Your Premium should be transferred by SEPA/Telegraphic Transfer using the bank details listed below.

OUR BANK DETAILS

FOR PAYMENTS SENT IN EUR

**Address** Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland  
**Swift code** CITIE2X  
**IBAN** IE38CITI99005127954502  
**Account number** 27954502  
**Account name** UPE APEX Premium EUR

Reference the **Policy number or the Applicant's name on the bank payment.**

FOR PAYMENTS SENT IN GBP

**Address** Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland  
**Swift code** CITIE2X  
**Sort code** 99-00-51  
**IBAN** IE16CITI99005127954510  
**Account number** 27954510  
**Account name** UPE APEX Premium GBP

FOR PAYMENTS SENT IN USD

**Address** Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland  
**Swift code** CITIE2X  
**IBAN** IE85CITI99005127954529  
**Account number** 27954529  
**Account name** UPE APEX Premium USD

FOR PAYMENTS SENT IN CHF

**Address** Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland  
**Swift code** CITIE2X  
**IBAN** IE22CITI99005127954499  
**Account number** 27954499  
**Account name** UPE APEX Premium CHF

## BANK ACCOUNT DETAILS

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

Name of account holder


Account number

[illegible]

Bank sort code

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 - 

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 - 

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 (must be six digits)

Building Society roll number  
(if applicable)

[illegible]

Bank BIC/Swift code

[illegible]

IBAN

\_\_\_\_\_

Bank/Building Society name

\_\_\_\_\_

Address of bank


Postcode

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**If you decide not to proceed with the investment and you have sent a payment to us then you will only receive back the payment, without any interest added. For information regarding what happens if you decide to cancel the Policy during the 30 day Cooling Off Period, see the Key Information Document or Policy Conditions for this product.**

**I 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)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Year of retirement (if applicable)	<div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> </div>	<div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">y</div> </div>
Total annual income	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Tick all appropriate boxes and enter the percentage from each, then answer the relevant questions on the following pages. If necessary, continue on a separate sheet of paper, sign each sheet and attach it securely to this form.

SOURCE(S)	TICK BOX	%
Savings from employment income	<input type="checkbox"/>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div>

All investments are assessed on a case by case basis. Depending on the answers provided in the **Application Form**, 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 wealth was accumulated, we will request further information.

The Policy 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 been held since receipt?

The table below will help you to confirm the necessary details within the Application Form, along with details of where the funds have been held since receipt.

SOURCE(S)	INFORMATION TO BE PROVIDED ABOVE
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 Who the gift was from 2 Their address (including postcode) 3 Relationship to the person 4 Reason for gift 5 How the funds were originally accumulated 6 Date gift received 7 Amount of gift

SOURCE(S)	INFORMATION TO BE PROVIDED
Share sale	<ol style="list-style-type: none"> <li>1 What shares were held</li> <li>2 Amount of proceeds from sale</li> <li>3 How they were sold (bank, stockbroker etc.)</li> <li>4 Their address including postcode (bank, stockbroker etc.)</li> <li>5 Date shares were sold</li> <li>6 How long the shares were held</li> </ol>
Compensation payment	<ol style="list-style-type: none"> <li>1 Name of payer</li> <li>2 Amount received</li> <li>3 Date amount received</li> <li>4 Reason for payment</li> </ol>
Company sale or the sale of your interest in the company	<ol style="list-style-type: none"> <li>1 Name and address of the company (including postcode)</li> <li>2 Company registration number</li> <li>3 Nature of the company's business</li> <li>4 Amount of sale proceeds</li> <li>5 Amount personally received</li> <li>6 Date amount received</li> </ol>
Inheritance	<ol style="list-style-type: none"> <li>1 Name of the person who left the inheritance</li> <li>2 Relationship to this person</li> <li>3 Amount personally received</li> <li>4 Date inheritance received</li> </ol>
Maturing investments or policy claims	<ol style="list-style-type: none"> <li>1 Name of company the proceeds came from</li> <li>2 How long you held the investment/policy</li> <li>3 Amount received</li> <li>4 Date proceeds were received</li> </ol>
Pension income	<ol style="list-style-type: none"> <li>1 Name of pension organisation</li> <li>2 Amount of lump sum</li> <li>3 Date lump sum was received</li> <li>4 Pension income received last year</li> </ol>
Other sources	<ol style="list-style-type: none"> <li>1 What type of income it was</li> <li>2 Amount received</li> <li>3 Date received</li> <li>4 Details of where the income came from</li> <li>5 Frequency of income</li> </ol>

<b>J</b>	<b>PRODUCT FIT ASSESSMENT</b>	<b>MANDATORY</b>
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- 1 What percentage of the total value of your net liquid assets (all financial instruments excluding real estate, precious metals and net of loans) do you plan to invest in the Policy?  
More than 75% ☐    Between 75% and 50% ☐    Between 50% and 25% ☐    Less than 25% ☐
- 2 What probability is there that you will have to fully surrender the Policy in the three years following the beginning of the insurance agreement?  
High (more than 50%) ☐    Medium (20% to 50%) ☐    Low (less than 20%) ☐
- 3 How willing are you to take risks (and affect the possible return on the investment as a consequence) in relation to the product proposed?  
NONE: The Applicant is not prepared to accept any fluctuations in the value of the Policy ☐  
SOME: The Applicant is prepared to accept some fluctuations in the value of the Policy in the short term ☐

**K** REGULAR WITHDRAWALS

OPTIONAL

There is a minimum of €300 per payment (or currency equivalent: £270 / US\$330 / CHF330). Payments will only be made in the Policy Currency.

	Annual monetary amount (€/£/US\$/CHF*)	%	of Premium	
1 Withdrawal amount (per annum)	<input type="text"/>	.	<input type="text"/>	or <input type="text"/> %
2 Frequency of payments	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Half-yearly	<input type="checkbox"/> Yearly	
3 Payment to start	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y			
	<input type="checkbox"/> As soon as possible (three months after the Commencement Dates of the Policy)			

\*Delete as applicable.

The percentage or monetary figure specified will be divided by the frequency you specify.

An IBAN and Swift/BIC are required for all European payments. All payments are made in the Policy Currency and will be paid by electronic transfer to the Policyholder's bank account only.

Do you wish the withdrawals to be paid to the bank account specified in section H? ☐ Yes

If you wish to specify a different account, opened in the name of the Policyholder, enter the bank account details that withdrawals will be sent to:

1 Name of account holder	<input style="width: 100%;" type="text"/>
2 Account number	<input style="width: 100%;" type="text"/>
3 Bank sort code	<input style="width: 100%;" type="text"/> (must be six digits)
4 Building Society roll number (if applicable)	<input style="width: 100%;" type="text"/>
5 Bank BIC/Swift code	<input style="width: 100%;" type="text"/>
6 IBAN	<input style="width: 100%;" type="text"/>
7 Bank/Building Society name	<input style="width: 100%;" type="text"/>
8 Address	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>
9 Telephone number (including international dialling code)	<input style="width: 100%;" type="text"/>
10 How long has the account been held?	<input style="width: 100%;" type="text"/> Years

Payments of regular withdrawals to third parties are only considered in exceptional circumstances. For more information see the **Apex (France) Guide for Individual Applicants**. If you have any questions regarding payments of regular withdrawals to third parties, contact our Customer Operations team on **00 353 46 9099 700** or email **ccsfrontoffice@utmost.ie**

**L IDENTIFICATION REQUIREMENTS (To be completed by the Insurance Intermediary) MANDATORY**

Under anti-money laundering regulations we are required to verify the identity and address of all Applicants related to a life insurance agreement.

Below are 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
1 Valid passport	<input type="checkbox"/>	<input type="checkbox"/>
2 Government issued document (with photograph)	<input type="checkbox"/>	<input type="checkbox"/>
3 A current driving licence	<input type="checkbox"/>	<input type="checkbox"/>

In exceptional circumstances, where an item from **Part 1** cannot be supplied, provide a reason in the box below.


For details on what to do next refer to the **Apex (France) Guide For Individual Applicants**.

**PART 2 - VERIFICATION OF ADDRESS**

	Applicant 1	Applicant 2
1 A recent utility bill dated and certified within the last six months	<input type="checkbox"/>	<input type="checkbox"/>
2 Rates or council tax bill dated and certified within the last year	<input type="checkbox"/>	<input type="checkbox"/>
3 An account statement from a bank or credit card company dated and certified within the last six months	<input type="checkbox"/>	<input type="checkbox"/>
4 A recent mortgage statement giving the residential address	<input type="checkbox"/>	<input type="checkbox"/>
5 A current driving licence	<input type="checkbox"/>	<input type="checkbox"/>

Mobile phone bills and store cards are not acceptable. Documents must be the most recent available.

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

(Ensure that any separate list includes the name of each Applicant and is signed by the certifier.)

If a driving licence is being used in **Part 1**, it cannot be used in **Part 2**, and vice versa.

**M INSURANCE INTERMEDIARY DETAILS****MANDATORY**

<b>1</b>	Insurance Intermediary company (the "Insurance Intermediary")	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<b>2</b>	Utmost PanEurope dac agency number	<div style="border: 1px solid black; display: flex; justify-content: space-between;"><div style="width: 100%;"></div></div>	
<b>3</b>	Registration number (as shown on ORIAS)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<b>4</b>	Name of adviser (acting on behalf of the Insurance Intermediary)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<b>5</b>	Commission	Initial <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: flex-end; align-items: center;">%</div> (% of Premium)	Ongoing <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: flex-end; align-items: center;">%</div> (Annual % of Policy Value)

**M1 INSURANCE INTERMEDIARY DECLARATION****MANDATORY**

I, the undersigned, being an authorised signatory and representative of the Insurance Intermediary named in section M (question 1) (the "Insurance Intermediary"), warrant that I have the authority to bind and agree to the terms of this Insurance Intermediary declaration (the "Declaration") in the name and on behalf of the Insurance Intermediary. For the avoidance of doubt, the terms of this Declaration will be legally binding on the Insurance Intermediary in their entirety.

1. By way of its authorised representative, the Insurance Intermediary confirms that:
  - (a) it has sighted the original documents referred to in section L (Part 1 and 2) and all documents enclosed are true copies of the originals, which have been certified accordingly;
  - (b) the information in section K has been obtained from the Applicant.
2. Where the Insurance Intermediary has an existing relationship with the Applicant, it confirms that any accounts / relationship has been conducted satisfactorily.
3. The Insurance Intermediary is not aware of any reason why this application should be refused.
4. The Insurance Intermediary is not aware of any activities undertaken by the Applicant that would lead it to suspect that they are involved in any form of criminal activity and/or money laundering.
5. The Insurance Intermediary shall inform Utmost PanEurope immediately if it suspects that the Applicant is involved in any of the activity outlined in the preceding paragraph 4.
6. The Insurance Intermediary further warrants that it has the necessary authorisations and registrations under the legislation and regulations in its regulatory jurisdiction to act in the capacity of an Insurance Intermediary, and that it shall remain authorised and registered and act in compliance with the rules of the appropriate regulatory bodies whilst acting in this capacity.
7. The Insurance Intermediary shall notify Utmost PanEurope of any changes to its regulatory authorisations and registrations, including without limitation any disciplinary actions (including suspensions) relevant to its role as an Insurance Intermediary.

Signature of Insurance Intermediary

**SIGNATURE**

Print full name

Date



**N INVESTMENT OPTIONS**

**MANDATORY**

Using the table below complete the relevant sections of this form for your selected investments.

	N2	O	P	Q	R
<b>External Assets</b>	✓	✓			✓
<b>Nomination of Discretionary Fund Manager (to manage a Dedicated Internal Fund)</b>	✓			✓	✓
<b>Custodian / Platform arrangement</b>	✓		✓		✓

The letters referenced in this table correspond to sections of this application that you must complete, depending on your investment choice.

**N1 NOMINATION OF INVESTMENT ADVISER**

If the Applicant would like to nominate a professional to help manage the External Assets of the Policy, an Investment Adviser can be nominated on an advisory or discretionary basis.

If the Applicant would like the Investment Adviser to manage investments held by a third party Custodian or Platform, then in addition to completing section **Q** of this Application Form, an Investment Adviser must be nominated on a discretionary basis.

Would you like to nominate and request the appointment of an Investment Adviser? ☐ Yes ☐ No

If 'Yes', please ensure you complete the separate **Nomination of Investment Adviser Form** and return it with this Application Form.

If 'No', proceed to section **N2**.

This form is available from the website [www.utmostinternational.com](http://www.utmostinternational.com) or your Insurance Intermediary on request.



**Only one Investment Adviser is permitted to be linked to the Policy at any time.**

**An Investment Adviser is not required where the investment is being managed by a Discretionary Fund Manager.**

**N2 INVESTMENT SPLIT**

Is 100% of your Policy investment being linked to one investment option only? ☐ Yes ☐ No

If 'Yes' proceed to complete the relevant section for your chosen option.

If 'No' and you would like your investment to be split between multiple investment options, please provide the investment split for your chosen investment options below:

Investment type	%		
External Assets			
Discretionary Fund Manager (Dedicated Internal Fund)			
Custodian / Platform arrangement			

**Total 100%**

Once you have indicated the investment split proceed to complete the relevant sections for your chosen investment options.

☐ EXTERNAL ASSETS

OPTIONAL

Complete this section if you would like to select External Assets to be linked to your Policy.

Full External Asset name	SEDOL/ISIN	Currency	%		

100%

Refer to our website [www.utmostinternational.com](http://www.utmostinternational.com) for details of the assets available and the relevant SEDOL or ISIN codes. Ensure that the full External Asset names and references are provided.

P NOMINATION OF A CUSTODIAN / PLATFORM AND DISCRETIONARY INVESTMENT ADVISER OPTIONAL

Complete this section if you would like to nominate a third party Custodian or Platform to hold custody of your selected percentage of investment, through which an Investment Adviser (appointed on a discretionary basis) will manage the investments.

This investment option requires a separate completed **Nomination of Investment Adviser Form** and the Investment Adviser must be nominated on a discretionary basis.

CUSTODIAN / PLATFORM AND INVESTMENT ADVISER DETAILS

1	Name of nominated Custodian / Platform	<div></div> <div></div>
2	Contact name	<div></div>
3	Telephone number (including international dialling code)	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
4	Email address	<div></div>
5	Name of Investment Adviser firm	<div></div>

The Investment Adviser firm named here must match the Investment Adviser firm nominated in the **Nomination of Investment Adviser Form**.

**Q NOMINATION OF DISCRETIONARY FUND MANAGER (DFM)**

**OPTIONAL**

**Q1 DISCRETIONARY FUND MANAGER DETAILS**

<b>1</b>	Name of the nominated firm (the "DFM")	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>2</b>	Address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	Postcode	<div style="border: 1px solid black; height: 20px; width: 50%;"></div>
<b>3</b>	Name of Regulatory Body and Registration Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>4</b>	Contact name	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>5</b>	Telephone number (including international dialling code)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>6</b>	Email address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

If you need any assistance call us on **00 353 46 9099 700.**

If you would like to nominate more than one DFM, complete additional copies of this page for each DFM and attach them securely to this form.

**Q2 ATTITUDE TO RISK AND INVESTMENT OBJECTIVES**

**Please complete this section in all cases where a DFM is being appointed.**

Together with this application form you must complete an investment mandate which is specific to your chosen DFM. A copy of the investment mandate, that you must complete, can be obtained directly from your chosen DFM or Insurance Intermediary. Once completed it must be returned together with this Application Form to: **Utmost PanEurope dac, Navan Business Park, Athlumney, Co. Meath, C15 CCW8, Ireland.**

If the investment mandate is not supplied together with the Application Form, your investment cannot be made.

Please also provide a summary of your attitude to risk and your overall investment objective for the Dedicated Internal Fund in the boxes below. The below summary must be a reflection of your chosen options in the DFM's investment mandate completed by you and which you send to us. Please note that the investment mandate must not be given directly to the DFM but only to us.

<b>1</b>	I confirm that my attitude to risk is:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>2</b>	I also confirm that my investment objective is:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>3</b>	Name of the Investment Strategy	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

You must discuss your investment needs, risk profile and proposed Investment Strategy with your DFM and Insurance Intermediary. Once Utmost PanEurope dac has received your investment mandate and the Application Form, we will confirm the Investment Strategy for the Dedicated Internal Fund with the DFM directly.

**R MANAGEMENT OF THE DEALING ACCOUNT**

**MANDATORY**

**R1 NOMINATION OF AN INVESTMENT TO COVER AN OVERDRAWN DEALING ACCOUNT**

All transactions, including charges and withdrawals, will go through the Dealing Account and it may become temporarily overdrawn. If the overdrawn position is equal to, or more than, €2,000 we will take action to clear the position.

In the first instance we will use positive funds from any of the Dealing Accounts linked to the Policy to clear the negative balance of the Dealing Account that is overdrawn. Where Dealing Accounts are held in different currencies, a currency conversion will be based on the exchange rate at the time of the transaction. For example if your EUR Dealing Account is overdrawn and your GBP Dealing Account has positive funds, we will use the money from the GBP Dealing Account to clear the negative balance of the EUR Dealing Account.

If we are unable to clear the balance of the overdrawn Dealing Account (by using another Dealing Account linked to the Policy) and if we have previously transferred any temporary excess balances from the Dealing Account to a Money Market Fund, we will sell that Money Market Fund.

If we have not previously transferred any excess balances from the Dealing Account to a Money Market Fund or if the holdings in that fund are insufficient to fully clear the negative debit balance, you can request we sell an External Asset of your choice, or you can nominate an External Account from which we will request funds be released to clear the overdrawn position. Please note assets held within an External Account will be selected at the discretion of the Investment Adviser or Discretionary Fund Manager (as applicable), you are not able to select, or influence, which underlying Investment Instruments will be sold.

**Please tick one box only**

External Assets ☐

Custodian/Platform  
(discretionary Investment Adviser) ☐

Discretionary Fund Manager ☐

Once you have ticked the preferred investment option that you wish to be used in this circumstance, please provide the full name in the box below.

If an External Asset is not selected, then from within the portfolio, we will automatically sell Units from an asset of our choosing.

**Full name of the: External Asset / Custodian or Platform / Discretionary Fund Manager\***

\*Delete as applicable.

**R2 DEALING ACCOUNT - LIQUID ASSET MANAGEMENT**

In the box below, specify the initial amount that you would like to set aside in liquid assets, such as Money Market Funds, to fund charges and withdrawals. Where you do not specify an amount, we will aim to hold an amount in Money Market Funds which covers three months' worth of known charges and withdrawals. If, following the sale of assets, there is a temporary excess cash balance in the Dealing Account, the excess balance will be invested into a Money Market Fund. Our Customer Operations team can calculate the amount required to cover charges and any withdrawals; please contact them on **00 353 46 9099 700**.

**S** APPLICANT DECLARATION

**MANDATORY**

In this declaration the 'Applicant' refers to the persons who are applying for this Policy and who will be the 'Policyholder(s)' of the Policy once established.

The Applicant has received, read and fully understood the **Apex (France) Product Guide**, the **Apex (France) Policy Conditions**, **Charges Details Document**, **Key Information Document** and **Specific Information Document** given to them by their Insurance Intermediary explaining the key features and operations of Apex (France). The Applicant has had the opportunity to raise any questions that they may have had about Apex (France) and these have been answered.

You may request a copy of the **Policy Conditions** at any time from our Customer Operations team on **00 353 46 9099 700**.

The Applicant has received, read and fully understood all relevant materials relating to the investments the Applicant has selected, including details of the risks associated with the Applicant's choice and fully understands these materials and accepts these risks. The Applicant understands it is their responsibility to continue to read and keep up to date with all the relevant materials.

The Applicant understands that **Apex (France)** is designed for medium to long term investment and is aware that early surrender could result in a Surrender Value that is lower than the Premium invested - in particular the Surrender Value could be lower if the Policy is terminated during the period in which an early discontinuance charge applies, as outlined in the **Charges Details Document**.

The Applicant acknowledges that Utmost PanEurope has not provided any investment or tax advice.

The Applicant understands that Utmost PanEurope has not made, nor will make, any assessment of the suitability of the investments held or to be held under the Policy (other than as required by Irish insurance legislation in respect of the permissibility of investments).

The Applicant is aware that all Premiums may be at risk and that return is dependent on the performance of the selected investments and the Policy may provide zero or negative returns.

The Applicant understands that the assets underlying the Policy are the sole property of Utmost PanEurope.

The Applicant understands that their instructions or the Insurance Intermediary's instructions must be complete and accurate; Utmost PanEurope, or any third party acting on Utmost PanEurope's behalf, may delay execution of instructions without incurring any liability while pending receipt of any clarification required.

The Applicant acknowledges that where the Units are not easily converted to cash, Utmost PanEurope reserves the right to defer Surrender Payments or the payment of the Death Benefit, in whole or in part, until such time that they are converted or are transferred in specie in line with 'sub-section 10.1 Unusual or exceptional market conditions' of the **Policy Conditions**.

The Applicant confirms that they have their habitual and tax residence in France.

The Applicant declares that they are neither resident nor ordinarily resident for tax purposes in Ireland. The Applicant undertakes to immediately inform Utmost PanEurope of any change of their country of residence during the life of Apex (France).

The Applicant understands that their signature on the Application Form does not, by itself, give effect to the insurance contract.

The Applicant understands that this application can only be negotiated with and accepted by Utmost PanEurope at Utmost PanEurope's Head Office in Ireland. The Applicant understands that Apex (France) is evidenced by the issuing of the Welcome Pack, which comprises of the **Policy Conditions**, **Policy Schedule**, **Charge Guide** and **Right to Change Your Mind Form**.

The Applicant recognises that their Insurance Intermediary may receive copies of all associated documentation relating to Apex (France). Utmost PanEurope can communicate directly with the Applicant at its discretion.

The Applicant confirms that taking out Apex (France) will not breach the laws and regulations of their country of residence and that the source of the Premium for Apex (France) is from legitimate means and that the Applicant is not engaged in money laundering or terrorism as defined by any laws, regulations, administrative orders or conventions related to counter-measures against terrorist financing or money laundering to which the Applicant is subject, including the Directive (EU)2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (as amended) in French Ordinance 2016-1635 of 1 December 2016, in Ireland the Criminal Justice (Money Laundering) Acts 2010 and 2013 as may be amended or replaced and any applicable requirements deriving from the Fourth Anti-Money Laundering Directive (4 AMLD) (EU 2015/849) as may be amended or replaced.

The Applicant agrees to notify Utmost PanEurope promptly if there are any changes with respect to any of the information included in this Application Form within 30 days, or any declarations or representations and to provide Utmost PanEurope with such further information or documentation as may reasonably be required.

The Applicant declares that any statements, declarations, answers and all other information given in this Application Form are true and complete and up-to-date as these form part of the contract and no information has been withheld. The Applicant undertakes to give true and complete answers to any questions asked by Utmost PanEurope. Moreover, the Applicant will without undue delay rectify any errors or deficiencies that the Applicant may discover in the information that they have provided Utmost PanEurope.

The Applicant confirms that they can legally take out a contract of life insurance in respect of the Lives Assured named in this Application Form.

It is the Applicant's responsibility to ensure that the nomination of a Beneficiary will be effective under the law of the Applicant's domicile and/or residence that may be applicable.

## INVESTMENT TERMS

**Where a Platform or DFM has been nominated under sections P and/or Q of this Application Form, the Applicant understands and agrees that:**

1. Nominating a Discretionary Fund Manager or Investment Adviser (where the Investment Adviser is to act on a discretionary basis, to manage investments held by either a third party Custodian or Platform) means the Applicant is requesting and agreeing to Utmost PanEurope appointing the DFM or Investment Adviser to manage External Assets or Investment Instruments ('the Investments') and to administer the External Account(s) set up by the DFM, or on the External Account (third party Custodian / Platform) opened by Utmost PanEurope, as applicable, to which the Policy is linked. As Utmost PanEurope is appointing the DFM or Investment Adviser, the Applicant understands and agrees that the appointment will be based on the terms agreed between the DFM or Investment Adviser and Utmost PanEurope.
2. Under the terms of the DFM's appointment, the DFM's External Account will be managed by the DFM in accordance with the Investment Strategy and risk profile selected by the Applicant within the DFM's investment mandate, as communicated to the DFM via Utmost PanEurope. The DFM or Utmost PanEurope (including following a request by the Applicant) may terminate the DFM's appointment at any time by Written Request, with the period of notice prescribed by the terms agreed between Utmost PanEurope and the DFM.
3. Under the terms of the Investment Adviser's appointment, the Custodian / Platform External Account will be managed by the Investment Adviser in accordance with the Investment Strategy selected by the Applicant and communicated to the Investment Adviser via Utmost PanEurope. The Applicant or Utmost PanEurope may terminate the Investment Adviser's appointment at any time by Written Request. The Investment Adviser must give 30 days' notice in writing where it wishes to terminate its appointment under section **P** of this Application Form.
4. With respect to an appointment of either a DFM or Investment Adviser (under section **P** and/or **Q** as applicable), the Applicant hereby understands, confirms and agrees to the following:
  - a) The Insurance Intermediary has explained all charges associated with the appointment of the DFM, Custodian, Platform and Investment Adviser as applicable.
  - b) Utmost PanEurope will recover any necessary money from the relevant External Account(s), resulting in a reduction of Policy Value to cover Utmost PanEurope's fees and expenses, as detailed in the **Charges Details Document, Policy Schedule and Policy Conditions**.
  - c) Utmost PanEurope shall not be liable for any loss or liability to the External Account(s) resulting from:
    - › the appointment of either a DFM or Investment Adviser (under section **P** and/or **Q**, as applicable); or
    - › from services rendered or procured by the DFM or Investment Adviser to Utmost PanEurope or to the Applicant.
  - d) There are risks associated with an appointment under sections **P** and/or **Q**, particularly where the DFM or Investment Adviser is responsible for the selection and/or safe keeping of the Investments linked to the Policy.
  - e) Utmost PanEurope is, and must remain, the exclusive legal and beneficial owner of all Investments linked to the Policy. Further to this, Utmost PanEurope has the right to place trading instructions directly with the DFM or Investment Adviser at any time without requiring the Applicant's approval. This may have an impact on the Policy Value. Where there are conflicting instructions, Utmost PanEurope's instructions shall override the Applicant's, the DFM's or Investment Adviser's instructions.
  - f) The Applicant has no legal right to the Investments held in the External Account(s). The Applicant also has no right or authority to:
    - › give any instruction to the DFM or Investment Adviser regarding the Investments including, without limitation, instructions relating to the selection of the Investments;
    - › to give any direct instruction to the DFM or the Investment Adviser in respect of withdrawals or surrenders; or
    - › to give any legal charge, pledge or lien over the Investments or to instruct the DFM or Investment Adviser to give any guarantee, indemnity or counter indemnity in favour of any person or company.
  - g) Utmost PanEurope extends a Limited Power of Attorney ("LPOA") to the Applicant under which the Applicant is authorised, as follows:
    - › where the Applicant has nominated a DFM, to liaise directly with the DFM to negotiate fees and charges for the DFM's services and the DFM's External Account and to select the Investment Strategy and specify their risk profile within the DFM's own investment mandate, which will then be communicated to the DFM via Utmost PanEurope;
    - › where the Applicant has nominated an Investment Adviser under the Custodian / Platform arrangement, to liaise directly with the Investment Adviser to agree the fees/charges applicable to the Custodian / Platform External Account (including without limitation custody fees or Platform discretionary management fees);
    - › to receive direct reporting from the DFM, the Investment Adviser, Custodian or Platform on investment charges and terms, details of cash balances and safe custody holdings within the External Account(s) and confirmation of the Investment Strategy and risk profile selected for the External Account.
  - h) The investment objectives and attitude to risk information set out in section **Q2** is held by Utmost PanEurope for its information only. The DFM or Investment Adviser will be responsible for ensuring compliance with the objectives and risk information.

- i) All Investments must comply with the restrictions set out in Utmost PanEurope's Investment Parameters (the "Investment Parameters"). If Investments which do not comply with the Investment Parameters ("Non-Compliant Investments") are linked to the Policy, there is a risk that the Policy may be requalified and subject to higher taxation. Utmost PanEurope shall not be responsible for monitoring the Investments made by the DFM or Investment Adviser in any way, including without limitation for compliance with the Investment Parameters. Accordingly, Utmost PanEurope shall not be liable for any losses, costs or liability however incurred, as a result of a Non-Compliant Investment being made by the DFM or Investment Adviser or any other party.
- j) Due to the nature of some Investments, they may not be capable of realisation in a timely manner. In such circumstances, Utmost PanEurope reserves the right to delay settlement or reinvest at its discretion. Utmost PanEurope shall not be liable for any loss or damage caused as a result of a delay in the realisation of Investments particularly where such delay is caused by factors outside its control.
- k) The DFM is authorised by Utmost PanEurope to take charges for its services, including those for transaction and/or custody services directly from the DFM's External Account, reducing the Policy Value accordingly. The Investment Adviser is also authorised by Utmost PanEurope to take transactional charges and/or fees for custody services directly from the Custodian / Platform External Account. Details of any such charges must be obtained from the DFM or the Investment Adviser directly.
- l) The Applicant understands and agrees that they shall be responsible for reimbursing Utmost PanEurope for any costs, losses and/or expenses incurred by Utmost PanEurope as a result of any legal claims, complaints or proceedings brought by any party in respect of loss arising from the services and performance of the DFM or Investment Adviser, including those described above.
5. The Applicant confirms that the contents of this Declaration have been explained to the Applicant by the Insurance Intermediary in respect of the Applicant's Policy and that the Applicant fully understands and agrees with them.

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#### UK DOMICILES AND NOMINATION UNDER APEX (FRANCE)

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This Declaration applies to you if you retain a UK domicile. The UK concept of domicile is a complex matter and you should consult your adviser to understand how this may apply to you.

##### Existing and future wills

**The Applicant confirms** that where possible their UK will(s) and nomination under Apex (France) should be consistent and complement each other to avoid:

1. any potential challenge to the distribution of the Death Benefit to your chosen nominated Beneficiary after the death of the Relevant Life Assured.
2. any potential challenge to the distribution of the Policy rights to your chosen nominated Beneficiary if the Policyholder is different to the Relevant Life Assured and predeceased them.

The Applicant should review their existing UK will(s) to ensure it is consistent with their nomination under Apex (France). If they do not currently have a UK will, they should review whether it is appropriate for them to put one in place to ensure it is consistent with their nomination under Apex (France).

##### Potential UK tax consequences of nomination

**The Applicant understands** that their nomination under Apex (France) may have unintended UK Inheritance Tax (IHT) consequences if they are UK domiciled.

**The Applicant understands** that where an **irrevocable nomination** is made this could create a transfer of value for UK IHT purposes.

**The Applicant understands** that where a **revocable nomination** is made under Apex (France), and they are not the Relevant Life Assured, the value of their Policy will pass to any nominated Beneficiary. The value of their Policy will also pass to their nominated Beneficiary on the death of the Relevant Life Assured. It is understood that the value of their Policy will still be included in their UK estate for IHT purposes under both these circumstances if the Policyholder is still UK domiciled at the time, despite these passing automatically under their Policy.

**The Applicant** should make sure that any appointed UK Personal Representatives are made aware of their Policy nomination.

If they concerned about the tax or legal consequences of their nomination they should take professional legal and/or tax advice from a suitably qualified UK legal and/or tax adviser.

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#### ANTI-MONEY LAUNDERING AND TAX EVASION PROVISIONS

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##### Source of Funds – Policyholder Statement of Truth

**The Applicant truthfully confirms that:**

1. all funds invested in the Policy 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.



2. none of the funds invested derive, directly or indirectly, from illegal activities or sources and/or tax evasion.

**Potential Consequences of Misleading Utmost PanEurope -**

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

1. terminate the Policy immediately. If this occurs during the Cooling Off Period, we will return the Applicant's Premium. After the Cooling Off Period, regardless of the actual date of termination, we will impose the maximum encashment and any other relevant charges which may be imposed on the Applicant under the Policy as if the Policy had been fully surrendered immediately after the end of the Cooling Off Period. Such charges shall be applied to the extent that they cover any costs, expenses or losses caused by Utmost PanEurope being misled, without limiting Utmost PanEurope's ability to seek additional recompense from the Applicant in respect of any shortfall.
2. notify relevant government authorities and provide all information considered necessary or appropriate at Utmost PanEurope's discretion concerning the Applicant and/or the Policy.
3. if considered appropriate after consultation with government authorities and/or legal counsel, either:
  - subject to satisfying Utmost PanEurope's further reasonable requirements, refund the Applicant's Premium and other amounts paid to Utmost PanEurope to the date of such termination less applicable surrender and other charges in accordance with clause (1) above (the 'Refund Amount'), or
  - 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 have a longstanding policy of co-operating with tax and other government authorities to combat money laundering, tax evasion or other illegal activities.

**The Applicant acknowledges and agrees** that in cases where Utmost PanEurope suspects that the funds invested in the Policy are wholly or partly derived from illegal activities/sources and/or tax evasion, then Utmost PanEurope shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope'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, in Utmost PanEurope's discretion, concerning the Policy.

**The Applicant understands and agrees** that Utmost PanEurope's obligations under the Policy, including the payment of benefits or surrenders/withdrawals, will be suspended either in whole or in part, to the extent that performance of any obligation arising from the Policy may expose Utmost PanEurope to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom, United States of America or France.

**Further confirmations**

**The Applicant acknowledges** that before entering into this contract, a copy of all documentation and information that Utmost PanEurope is required to provide has been received by the Applicant.

**The Applicant further acknowledges** that the contents of such documentation and information has been read and fully understood, having had the opportunity to raise any question or request any clarifications which were duly clarified at the time.

**The Applicant understands** that this contract is of the utmost good faith and that if it subsequently comes to light that any information supplied to Utmost PanEurope, by the Applicant or on the Applicant's behalf was misleading or incomplete, then this might ultimately result in a termination by Utmost PanEurope of the Policy 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 is continuous and binding upon the Applicant or any subsequent holder of the Policy.

**The Applicant hereby confirms** that all the information provided by the Applicant, in this Application Form is complete and accurate to the best of the Applicant's knowledge and belief.

**The Applicant agrees** that this information, 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.

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

**The Applicant accepts** that:

- › the selection of Investments is the Applicant's (even where the Applicant is receiving advice in relation to the selection of the External Assets from their Insurance Intermediary or Investment Adviser, or Investments are managed by a DFM)
- › Utmost PanEurope has no legal responsibility in respect of future performance of such linked Investments.

**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 whenever the Applicant's Insurance Intermediary is acting as the Applicant's agent it will not be acting as agent of Utmost PanEurope.

**The Applicant confirms and declares** that the Applicant is habitually tax resident in the jurisdiction entered in Section E, on page 4 of this Application Form.

By signing below the Applicant confirms that the contents of section 'S Applicant declaration' of this Application Form has been explained to the Applicant by the Insurance Intermediary in relation to their Policy and the Applicant fully understands and agrees to the terms.

## PRIVACY NOTICE

We recognise that protecting your personal information including special categories of data (sometimes referred to as sensitive personal data), is very important to you and that you have an interest in how we collect, use, store and share such information. We have produced a Privacy Notice which clarifies these details and explains your rights in relation to your personal data and how to action those rights with us, including your right to make a complaint.

The Privacy Notice is available on our website [www.utmostinternational.com](http://www.utmostinternational.com) or you can contact the Customer Operations team on **00 353 46 9099 700** to request a copy.

We reserve the right to change the Privacy Notice from time to time at our sole discretion and, where necessary, we will notify you in writing of any changes. We encourage you to periodically review the Privacy Notice to keep informed about how we use your personal data.

If you are providing personal information about another person, we require you to let them or their legal guardian know what information you will share with us. Please share with them our Privacy Notice and obtain confirmation from them that they have read and understood it and, where necessary, have given their consent to the processing of personal data by Utmost PanEurope.

### By signing this Application Form:

The Applicant is confirming that the Applicant has made any other individual, whose data may be provided in this form, aware that their data will be shared with Utmost PanEurope and that they have read and understood Utmost PanEurope's Privacy Notice.

The Applicant agrees to inform Utmost PanEurope immediately should any information within this Application Form change, and understand that the Applicant is obliged to do so.

The Applicant can exercise their rights of access, rectification, erasure, restrict processing, portability, objection and any other rights recognised by the applicable law in writing to the Data Protection Officer at Utmost PanEurope on the following email address: [dataprotection@utmost.ie](mailto:dataprotection@utmost.ie)

The Applicant may also file a complaint at the Data Protection Commission ([www.dataprotection.ie](http://www.dataprotection.ie))

	Applicant 1	Applicant 2	
<b>SIGNATURE</b>			<b>SIGNATURE</b>
Print full name			
Date	<div style="display: flex; justify-content: space-between; width: 100%;"> <span>d</span><span>d</span><span>m</span><span>m</span><span>y</span><span>y</span><span>y</span><span>y</span> </div>	<div style="display: flex; justify-content: space-between; width: 100%;"> <span>d</span><span>d</span><span>m</span><span>m</span><span>y</span><span>y</span><span>y</span><span>y</span> </div>	

If the Applicant is a minor (to a minimum age of 12) the legal guardian / representative will be required to sign here:

	Legal guardian (where the Applicant is a minor)
<b>SIGNATURE</b>	
Print full name	
Date	<div style="display: flex; justify-content: space-between; width: 100%;"> <span>d</span><span>d</span><span>m</span><span>m</span><span>y</span><span>y</span><span>y</span><span>y</span> </div>

T NOTES

A WEALTH *of* DIFFERENCE

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

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

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

Utmost 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.

UPE WS PR 00098 | 06/23