

# APEX (FRANCE) NOMINATION OF DISCRETIONARY FUND MANAGER CUSTODIAN OR PLATFORM ARRANGEMENT

**Only one nomination can be made using this form. If you would like to make more than one nomination, please complete a new copy of this form for each nomination.**

## HOW TO COMPLETE THIS FORM

If you are completing a hard copy of this form, please use **black or blue ink** and **BLOCK CAPITALS**. If you make a mistake cross it out, put in the correct words and sign your initials next to the correction. **Do not use correction fluid.**

Once complete, return this form and any supporting documents to your Investment Adviser or to us by post at: **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 upon on all requests received by email, however, requests will not be finalised until the following (as applicable) have been received by us at the postal address outlined above:

- › 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).

For more information on acceptance of documents by email submission, please contact us on **00 353 46 9099 700**.

## HOW WE USE YOUR INFORMATION

Our Privacy Notice explains when and why we collect personal information about our customers, how we use it, the conditions under which we may share it with others and how we keep it secure. It also explains how long we keep customer information for, how a customer can obtain details of the information we keep and the choices customers have about how we use that information. You can find a copy at [www.utmostinternational.com/privacy\\_statements/](http://www.utmostinternational.com/privacy_statements/) or you can request a copy from our Customer Operations team.

If you would like to remove a Discretionary Fund Manager (“DFM”), Custodian or Platform arrangement and you do not wish to nominate a new DFM, Custodian or Platform, send us a signed **Dealing Instruction** via email to **etrading@utmost.ie**

	PAGE	SECTION	REQUIREMENT	TICK SECTIONS COMPLETED
<b>Policy details</b>	2	A - Important information	Mandatory	
	2	B - Policy details	Mandatory	
	3	C - Investment instruction	Mandatory	
	5	D - Nomination of Custodian / Platform	Optional	
<b>Declarations</b>	6	E - Nomination of Discretionary Fund Manager E1- Nomination of DFM details E2- Attitude to risk, investment objective and investment strategies	Optional	
	7-9	F - Policyholder Declaration	Mandatory	

**ONLY THE FIRMS NOMINATED WITHIN THIS FORM ARE AUTHORISED TO PROVIDE SERVICES TO THE UTMOST PANEUROPE DAC APEX (FRANCE) POLICY.**

## A WEALTH *of* DIFFERENCE

Utmost Wealth Solutions is a brand name used by a number of Utmost companies. This item has been issued by Utmost PanEurope dac.

Utmost PanEurope dac is regulated by the Central Bank of Ireland.

Utmost PanEurope dac is a designated activity company registered in Ireland (number 311420), with a registered office at Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Utmost PanEurope dac is authorised for the pursuit of the life insurance business in France on a freedom to provide services basis, and is duly registered for such purposes with the French Prudential Control and Resolution Authority (Autorité de Contrôle Prudenciel et de Résolution or ‘ACPR’) under the number 228159.

UPE PR 00204/01.2022



NOMINATION OF DFM OR PLATFORM ARRANGEMENT

**C DEALING INSTRUCTION** **MANDATORY**

If you are completing this nomination form as part of an Additional Single Premium application tick here and move on to section D and/or E to complete your nomination.

If this nomination is not made alongside an Additional Single Premium application, please provide your investment instructions, below to outline which investments to sell / transfer to the newly nominated DFM, Custodian or Platform.

Do you wish for the newly nominated DFM, Custodian or Platform (in section D or E) to manage 100% of your investment?  Yes  No

If 'Yes', our default position is to liquidate all existing assets of the Policy and provide the new DFM, Custodian or Platform with the liquidated funds. If you do not want all existing assets to be liquidated and request a Premium in kind transfer of assets<sup>1&2</sup> tick here.

If 'No', please provide details of the investments you would like to sell<sup>2</sup> or transfer<sup>2</sup> to the new DFM, Custodian, Platform appointment: e.g. sell external funds; request the transfer of assets from an existing DFM, Platform or Custodian; liquidate funds held by an existing DFM, Custodian or Platform; or transfer any existing cash balances held in the Policy to the new DFM, Custodian or Platform.

 <sup>1</sup> External Assets cannot be transferred by way of Premium in kind to a Custodian, Platform or DFM arrangement. Therefore any existing External Assets will be liquidated before the funds are assigned to the newly nominated Custodian, Platform or DFM.  
<sup>2</sup> The sale, purchase or transfer of any assets and the appointment of any nominated Custodian, Platform, DFM or Investment Adviser is subject to Utmost PanEurope's approval.

Please ensure your instruction is as detailed as possible to avoid a delay in investment. We will contact you if we require any further information / clarity regarding your instruction.

Full name of External Asset(s) to sell	SEDOL/ISIN	Currency of Asset	Amount	
			Shares / Units	Investment and Ccy

NOMINATION OF DFM OR PLATFORM ARRANGEMENT

Full name of DFM, Platform or Custodian to sell from	Instruction (sell / in-specie transfer subject to agreement)	*Amount	OR	%		

\* The current DFM, Platform or Custodian provider has full discretion as to which underlying assets get sold in order to raise the specified amount





## F POLICYHOLDER DECLARATION

## MANDATORY

By signing this Policyholder Declaration (the "Declaration") the Policyholder has nominated the Custodian, Platform within section D or Discretionary Fund Manager (DFM) within section E of this form, the Policyholder understands and agrees that they are accepting to be bound by the terms set out below.

1. By nominating a Discretionary Fund Manager or Investment Adviser (where the Investment Adviser is to act on a discretionary basis to manage investments held by a third party Custodian or Platform) the Policyholder is requesting and agrees that Utmost PanEurope:
  - (a) appoint the DFM / Investment Adviser to manage External Assets or Investment Instruments (the "Investments"); and
  - (b) administer the External Account(s) set up by the DFM or the External Account (third party Custodian / Platform) opened by Utmost PanEurope (as applicable) linked to the Policy.

As Utmost PanEurope is appointing the DFM/Investment Adviser, the Policyholder understands and agrees that the appointment will be based on the terms agreed between the DFM / 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 Policyholder 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 Policyholder) 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 (on a discretionary basis), the Custodian / Platform External Account will be managed by the Investment Adviser in accordance with the Investment Strategy selected by the Policyholder and communicated to the Investment Adviser via Utmost PanEurope. The Policyholder 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 D of this form.
4. With respect to an appointment of a DFM (under section E) or an Investment Adviser (under section D), the Policyholder hereby understands, confirms and agrees to the following:
  - › The Insurance Intermediary has explained all charges associated with the appointment of the DFM, Custodian, Platform and Investment Adviser as applicable.
  - › 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 Charge Guide, Policy Schedule and Policy Conditions.
5. Utmost PanEurope shall not be liable for any loss or liability to the External Account(s) resulting from:
  - › the appointment of either a DFM (under section E) or Investment Adviser (under section D); or
  - › services rendered or procured by the DFM or Investment Adviser to Utmost PanEurope or to the Policyholder.
6. There are risks associated with the appointed DFM or Investment Adviser, particularly where the DFM or Investment Adviser is responsible for the selection and/or safe keeping of the Investments linked to the Policy.
7. 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 Policyholder's approval. This may have an impact on the Policy Value. Where there are conflicting instructions, Utmost PanEurope's instructions shall override the Policyholder's, the DFM's or Investment Adviser's instructions.
8. The Policyholder has no legal right to the Investments held in the External Account(s). The Policyholder 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;

## NOMINATION OF DFM OR PLATFORM ARRANGEMENT

- › 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.
- 9.** Utmost PanEurope provides a Limited Power of Attorney (“LPOA”) to the Policyholder under which the Policyholder is authorised, as follows:
- › where the Policyholder 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 Policyholder 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.
- 10.** The investment objectives and attitude to risk information set out in section E2 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.
- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** The Policyholder 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.

The Policyholder confirms that the contents of this Declaration have been explained to them by the Insurance Intermediary in its capacity as Insurance Intermediary in respect of Policyholder’s Policy and that the Policyholder fully understands and agrees with them.

Policyholder signature(s)

	Policyholder 1	Policyholder 2	
<b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>	<b>SIGNATURE</b>
Print full name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	
Date	<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"/>	

	Pledgee / Assignee (delete as applicable)
<b>SIGNATURE</b>	<input type="text"/>
Print full name	<input type="text"/> <input type="text"/>
Date	<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"/>