

PRODUCT FEATURES OF THE WEALTH PASSPORT - UK HYBRID POLICY

ADAPTING THE PRIVATE CLIENT PORTFOLIO UNITED KINGDOM / UNITED STATES

Utmost Wealth Solutions is the brand name used by a number of Utmost companies. This item has been issued by Utmost Luxembourg S.A.

PRODUCT FEATURES

This document provides a brief guide to the Product Features of the Wealth Passport - UK Hybrid Policy and should be read in conjunction with the Policy General Conditions, the Addendum to Life Assurance Policy and the personal Client Illustration provided by your Adviser. Further information is included in the Private Placement Memorandum.

ITS AIMS

- › To provide access to a variety of Investment Programs managed by independent Investment Managers appointed by the Insurer.
- › To provide a tax efficient investment vehicle for individuals who are, or will become, subject to US taxation.
- › To offer the investment of one or more lump sum payments in a contract designed to pay out on the occurrence of the Insured Event. The additional Death Benefit payable on any death that brings the Policy to an end is 1% of the Cash Surrender Value, limited to USD 8,000 or the equivalent in the Policy currency.
- › To accumulate income and gains within the Policy on a tax deferred basis in the UK and the US.
- › To provide additional protection for the Policy value through the Luxembourg policyholder protection regime.
- › To provide you with the flexibility to cash in all or part of your investment if necessary.

YOUR INVESTMENT

The minimum investment is One Million U.S. dollars (USD 1,000,000).

Once you have made your initial investment, you generally have no further commitment to make additional contributions.

You may make additional investments subject to a minimum of One Hundred Thousand U.S. dollars (USD 100,000).

RISKS

As with any investment, there are certain risk factors that you should take into account:

The Policy does not provide an annuity guaranteed for life. It provides a facility to access a specified part of your investment as an annuity payment for a period based on life expectancy. There is no guaranteed minimum amount and if the value of your investment is not sufficient to make the payments, then no further payments will be made.

The Wealth Passport - UK Hybrid Policy should always be regarded as a medium to long-term investment. The value of your Policy at your chosen Annuity Payments Start Date will depend entirely on the performance of the Investment Programs to which you choose to allocate the Policy's Segregated Account and on applicable charges and is not guaranteed.

Any growth in the value of the Policy may be less than that stated in the personal Client Illustration and will be dependent on actual investment performance.

Certain of the available Investment Programs provide for the inclusion of a wide range of permissible assets and, as a result, may carry higher levels of risk.

In conjunction with your Adviser, you should carefully consider the Investment Programs in which your Policy is invested and any associated risks.

The value of your investment may fall as well as rise and you may not get back the original amount invested. Past performance is not necessarily a guide to future investment returns.

The Insurer reserves the right to remove or replace any Investment Manager or Investment Program at any time even if your Policy is already invested in an existing Investment Program.

The amount accessible from the Annuity Payments Start Date is based on tables of life expectancy maintained by the Insurer and on the value of the Segregated Account at the date of each annuity payment. The tables and the amount available may vary over time and you should take appropriate advice in relation to the risk of starting the annuity payments either earlier or later than planned.

If Premiums are paid in a currency other than US dollars or if the Policy's Underlying Assets are denominated in other currencies, the value of the Policy may rise or fall purely due to changes in currency exchange rates.

Inflation may reduce the buying power of your income in retirement.

Holders of policies issued by the Insurer are protected by Luxembourg provisions, including Luxembourg policyholder protection rules. UK resident holders of policies issued by the Insurer will not be protected by the UK Financial Services Compensation Scheme if the Insurer becomes unable to meet its liabilities to them. Different compensation arrangements would apply in the event of the failure of your Adviser. The Underlying Assets remain off balance sheet at the Insurer's appointed custodian with the exception of cash deposits, which are subject to the risk that the bank may default on its obligations to repay the deposits. This risk is ultimately borne by the Policyholder and Beneficiaries.

Any applicable Luxembourg policyholder protection provisions are not a compensation or guarantee scheme.

It is a requirement of this Policy that you are an Accredited Investor (for natural persons, namely any individual whose net worth, excluding the value of the person's principal residence, at the time of the purchase of the Policy exceeds USD 1,000,000 or whose individual income exceeds USD 200,000 in each of the two most recent years and who has a reasonable expectation of reaching the same income level in the current year, as further explained in the Investor Questionnaire). The Policy terms may be amended if required to satisfy applicable US requirements.

The charges may increase during the lifetime of your investment.

Future changes in legislation in your country of residence, citizenship or domicile could affect the tax treatment of policies such as this and the amount you get back. The impact of taxation depends on the circumstances of the individual investor.

You should consult your Adviser if you are uncertain as to whether this investment is suitable for you.

The Insurer may in its sole discretion redeem and cancel the Policy if (i) a Policyholder or Beneficiary fails to provide the Insurer with any information the Insurer requests to satisfy its obligations under the U.S. Foreign Account Tax Compliance Act ("FATCA") or any FATCA related agreements or (ii) the continuing existence of the Policy would require the Insurer, the Policy or the Segregated Accounts to register under the investment, securities or insurance regulatory regime of any jurisdiction other than Luxembourg. In the event that the Insurer exercises its discretion to redeem and cancel the Policy, it will distribute the Cash Surrender Value to the Policyholder.

Redemption of the Policy could result in adverse tax consequences to the Investor, including the 10% US penalty tax that applies to certain premature distributions prior to the Policyholder attaining age 59½. An early encashment penalty may apply to the Policy if you cash it in during the Initial Period specified in your Client Illustration.

QUESTIONS AND ANSWERS

WHAT IS UTMOST LUXEMBOURG S.A.?

The Insurer is a life assurance company whose registered office is in the Grand Duchy of Luxembourg. It is regulated by the Commissariat aux Assurances. The Insurer is not licensed to and does not conduct the business of insurance in any of the fifty states of the United States of America or any of its Territories or Possessions. The Insurer is not regulated in the United Kingdom.

WHAT IS THE WEALTH PASSPORT - UK HYBRID POLICY?

The Wealth Passport - UK Hybrid Policy is a single premium life policy issued by the Insurer and designed to meet the requirements for classification as a deferred variable annuity contract in the US while being treated as a life insurance policy in the United Kingdom. You will be asked to sign an Addendum to Life Assurance Policy, which makes certain amendments to your Policy in order to satisfy the relevant US requirements. Your Application Form may offer more than one investment model. You should be aware that all investment models other than Discretionary Mandate are unavailable for this particular product. You will not be permitted to recommend or select particular investments to be held for your Policy.

The Policy is designed to work in a similar way to a lifetime annuity but without any guarantee of income for life. The value of the Policy at any time is variable, depending on the performance of the Underlying Assets and is subject to fluctuation. The Policy is designed to make regular payments during the life of the Annuitant. The amount of those "annuity" payments is determined by the value of the Policy and limits set by the Insurer at the time the annuity payments start. Annuity payments will cease when the funds in the Segregated Account are depleted.

It is intended to provide a tax favoured investment platform and provide a variable lifetime income at an Annuity Payments Start Date selected by you. It enables you to choose from a wide range of Investment Programs listed in the application documents. Your Client Illustration should be read in conjunction with this Product Features Document, the Private Placement Memorandum and the Addendum to Life Assurance Policy.

HOW DOES IT WORK?

Your investment is used to create a Segregated Account in which the assets underlying your Policy are kept separate from the general assets of the Insurer. You decide on your investment strategy by selecting from one or more of the available Investment Programs, each with a defined objective and strategy. The Investment Programs are managed by independent Investment Managers appointed by the Insurer. Freedom of Services does not apply in relation to the activities of the insurer (or its agents (e.g. any investment manager)). The value of the Segregated Account will rise or fall in direct relation to any increase or decrease in the value of the Underlying Assets. Subject to limitations specific to a particular Investment Program as well as company procedures on frequency and timing, you may request a change in the investment strategy by giving written notice to the Insurer.

The U.S. tax authorities may assert that you, rather than the Insurer, are the owner of the Underlying Assets (and therefore taxable on their attributed income) if you exercise too much control over the investments. To minimise this risk, you will not be permitted to directly or indirectly consult with the Investment Manager regarding any Underlying Assets within the Policy. All investment decisions will be made exclusively by the Investment Manager. You will not have any authority to require the Investment Manager to acquire, hold or dispose of any particular investment or pursue any particular investment strategy nor will you be permitted to advise the Investment Manager with respect to any such matters. You do not have any ownership interest in the Underlying Assets.

HOW IS YOUR PREMIUM PAID?

Premium payments have to be made by bank transfer in cash.

IS YOUR INVESTMENT GUARANTEED?

Your investment is not guaranteed and could perform better or worse than the examples in your Client Illustration. The value of the Segregated Account will depend on the performance of the Underlying Assets and on the Investment Program that you select and will be affected by any withdrawals that you take. The Policy Proceeds are not guaranteed and annuity payments will cease when the funds in the Segregated Account are depleted.

HOW CAN YOU KEEP TRACK OF YOUR PERFORMANCE?

An annual valuation statement providing details of investment performance will be sent to you or, if you wish, to your Adviser, at your chosen address outside the US, its territories or dependencies.

CAN YOU CASH IN YOUR INVESTMENT?

You may cash in your Policy in whole or in part under the procedures established by the Insurer although the Policy is designed as a long-term investment vehicle in which to accumulate savings for retirement. At your selected Annuity Payments Start Date, the Policy can provide you with a lifetime income for as long as the funds in the Segregated Account are not depleted and provided that you do not live longer than the Insurer's anticipated period of life expectancy. Depending on your country of residence, domicile or citizenship, any withdrawals from your Policy may incur a liability to tax, including the 10% U.S. penalty tax that applies to certain premature distributions prior to the Policyholder attaining age 59½.

The value of your Policy after any withdrawal will be the value of the Underlying Assets in the Segregated Account at the time less any early withdrawal charges.

WHAT HAPPENS IF YOU DIE?

In the event of your death (assuming your death is the Insured Event) the Death benefit being Policy Proceeds (or the balance remaining if you have already received some annuity payments, depending on the Payment Option selected) plus an additional Death Benefit equal to one per cent of the Portfolio Value (up to a maximum of £5,000), less any outstanding charges, will be paid directly to the beneficiary. This Death Benefit is applied across all policies under which the same Life Assured triggers a termination/ death event.

WHAT ARE THE COSTS AND CHARGES?

The charges made by the Investment Manager of your selected Investment Program for the provision of their services and the charges of the custodian bank will be deducted from the Policy. The amount of these charges will depend on the choice of Investment Program and on the custodian bank. Your Adviser will provide you with details of these charges before your investment is made.

Your Client Illustration shows the charges that apply to your Policy. If you withdraw all or part of your Policy within the Initial Period then an early encashment penalty may be deducted.

HOW MUCH WILL THE ADVICE COST?

Your Adviser will give you details regarding cost. The amount will be agreed between you and your Adviser. The Insurer can facilitate the payment of Adviser Charges to your Adviser in accordance with your instructions although these payments may give rise to US and/or UK tax, as they could be regarded in the UK (and potentially in the US as well) as part surrenders. They will also reduce the amount available as Annuity Payments.

IMPORTANT INFORMATION

TAXATION

Utmost Luxembourg S.A. is not liable to any taxes in Luxembourg on the income or gains within the Policy. In general, the income and gains within the Segregated Account are designed to accumulate tax-free, although withholding and other local taxes may apply on some portion of such income and gains, depending on the country in which they arise. The recovery of tax withheld may be possible by virtue of Luxembourg's extensive double tax treaty network. You should carefully review the terms and description of each Investment Program with your Adviser.

By choosing the time of encashment carefully following a change of tax residency, you may be able to minimise any liability to tax on surrender of the Policy. You may have a liability to tax on both full and part surrenders. You may also have a liability to tax on the annuity payments made when you choose to receive the Policy Proceeds. This will depend on your country of residence, domicile or citizenship for tax purposes: for UK taxpayers there are limited exceptions. Policyholders who are UK resident individuals may normally withdraw up to 5% per annum of the Premiums paid without incurring tax charges. However, for US taxpayers surrenders prior to the Annuity Payments Start Date are subject to US income tax in respect of the gain first and a 10% penalty tax will apply if the surrender is made before the Policyholder reaches age 59½. Additionally, you should note that if you instruct the Insurer to deduct Ongoing Adviser Charges from the Policy, such charges will be paid as part surrenders which could reduce or extinguish the amount of any 5% tax-deferred annual allowance and could give rise to US tax.

Policyholders should also be aware that the UK tax treatment of the Policy and any payments at the Annuity Payments Start Date and each continuing anniversary is not without doubt. One possible interpretation of the election of the Payment Option (either by the Insured or as a default option) is that it could amount to a surrender of the Policy at the Annuity Payments Start Date. It is considered that a more natural interpretation of the Policy is that the payments made amount to a series of part surrenders on the Annuity Payments Start Date and subsequently with each being taxed separately. However, this may not be accepted by either HM Revenue and Customs or any court.

Tax may also be payable on death, whether before or after the payment of annuity payments commences, and on any assignment or pledging of the Policy.

The precise effects of taxation on the benefits you obtain from your Policy will depend on your country of residence or domicile and citizenship and upon your particular circumstances. Further details on US taxation and filing requirements can be found in the Private Placement Memorandum.

The Policy is a medium to long-term investment and rules governing taxation are subject to change. We strongly recommend that you obtain independent tax advice.

This is a summary of the Insurer's understanding of law and taxation practice in the United Kingdom, the US and Luxembourg at the date of publication of this Product Features document.

YOUR RIGHT TO CHANGE YOUR MIND

Once your application has been accepted, you will have thirty calendar days following receipt of our cancellation notice in which to change your mind. During this period, you may cancel the Policy by returning the completed cancellation notice to us at the address opposite.

There is no fee for the cancellation of the Policy. However, please note that if the value of your Policy falls before we make the refund, an amount equal to the fall in value will be deducted from the refund.

COMPLAINTS

We will make every effort to provide you with an excellent service. However, if you have a complaint, you may write to us at the address opposite.

If we do not deal with your complaint to your satisfaction, you may contact the Commissariat aux Assurances, at 11, rue Robert Stumper, L-2557 Luxembourg, Grand-Duché de Luxembourg.

Please note that making a complaint will not affect your statutory rights.

TERMS AND CONDITIONS

This Product Features document provides a summary of certain aspects of the Policy. It does not include all of the definitions, exclusions, terms and conditions: these are contained in the General Conditions and the Addendum to Life Assurance Policy, which constitute the contract between you and the Insurer.

No policy may be offered or sold in the United States of America except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. federal Securities Act and applicable U.S. state securities laws. Accordingly, policies are being offered and sold exclusively to prospective investors outside of the United States of America pursuant to Regulation S under the Securities Act.

LAW

Unless otherwise agreed, English law will govern the Policy and the courts of England and Wales will have jurisdiction in the event of any dispute.

HOW TO CONTACT US

For further information about us or about any matter in this document, please contact us in writing or by telephone at:

Utmost Luxembourg S.A.
4, rue Lou Hemmer
L-1748 Luxembourg
Grand-Duché de Luxembourg
Phone: +352 34 61 91
Fax: +352 34 61 90

IMPORTANT

All information given in these Product Features is based upon the Insurer's understanding, as at the date of publication, of the laws of the United Kingdom, the US and Luxembourg. The Insurer accepts no responsibility for the effects of any future changes in taxation, legislation or revenue practice. The impact of taxation (and any tax reliefs) depends on individual circumstances. Further information is included in the Private Placement Memorandum.

This financial promotion was produced by Utmost Luxembourg S.A. It has been approved for distribution in the UK by Utmost Wealth Advisers Limited, 1 King William Street, London EC4N 7AF, United Kingdom, a company registered under number 11732755, which is authorised and regulated by the Financial Conduct Authority under number No. 829788.

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Utmost Luxembourg S.A. is registered with R.C.S. under number B37604 and regulated by the Commissariat aux Assurances (CAA)
Registered office address: 4, rue Lou Hemmer, L-1748 Luxembourg, Grand-Duché de Luxembourg
Utmost Wealth Solutions is registered in Luxembourg as a business name of Utmost Luxembourg S.A.