

# ESTATE PLANNING BOND APPLICATION FORM

For help completing this form, refer to our [Guide for Estate Planning Bond Applicants](#).

## USING THE EDITABLE FIELDS?

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

## IMPORTANT INFORMATION

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

Once completed, arrange for your financial adviser to return this form and any supporting documents to:  
**Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.**

Alternatively, completed forms and supporting documentation that are digitally signed and/or scanned, can be emailed to us at: [newbusiness@utmostwealth.com](mailto:newbusiness@utmostwealth.com). Please note however, that we are required to obtain the original Trust Deed with wet signatures via post.

If Utmost Trustee Solutions is being appointed as trustee, the appointment section cannot be digitally signed and must be signed and witnessed with wet ink signatures.

We only sell our products through financial advisers as we believe it is important you receive independent financial advice. As it is you who chooses your financial adviser, you need to bear in mind that they are acting on your behalf and not on behalf of Utmost International Isle of Man Limited. You are responsible for their actions or omissions.

Where Utmost Trustee Solutions is to be appointed as trustee please complete section N.

Where Utmost Trustee Solutions is not appointed as trustee this form should be used with the relevant Estate Planning Bond Trust Deeds. Please note the trust deed must accompany the application form when returning to us.

Please also complete and return a separate Tax Information Exchange pack for each of the trustees and absolute beneficiaries (if applicable).

Please be aware that the trust may be required to be registered by the trustee on the UK trust registration portal. A link to the UK registration website is here: [www.gov.uk/guidance/register-your-clients-trust](http://www.gov.uk/guidance/register-your-clients-trust)

## ADVISER CHARGES WHEN APPOINTING UTMOST TRUSTEES SOLUTIONS LIMITED

Where Utmost Trustee Solutions Limited are appointed as trustee, Ongoing Adviser Charges cannot be paid to your financial adviser from the Estate Planning Bond. Investment Adviser Charges (IAC) or External Manager and/or Custodian Investment Adviser Charges (EMC IAC) may be agreed by you (the Applicant/Settlor) on behalf of the trustee, up to a maximum limit of 0.5% per annum of Bond value, or a fixed amount of £500 per year, payable at your chosen frequency. Should you and your adviser(s) wish to agree ongoing investment Adviser Charge(s) outside these limits, the trustee's agreement will also be required.

|                                     | PAGE | SECTION  | REQUIREMENT | COMPLETED                |
|-------------------------------------|------|--|-------------|--------------------------|
| <b>Applicant and Policy details</b> | 2    | A Policy details   | Mandatory   | <input type="checkbox"/> |
|                                     | 3    | B Politically Exposed Persons details                        | Mandatory   | <input type="checkbox"/> |
|                                     | 3    | C Applicant details  | Mandatory   | <input type="checkbox"/> |
|                                     | 5    | D Medical details  | Mandatory   | <input type="checkbox"/> |
|                                     | 9    | E Premium details  | Mandatory   | <input type="checkbox"/> |
|                                     | 10   | F Regular withdrawals  | Mandatory   | <input type="checkbox"/> |
|                                     | 11   | G Adviser charging   | Optional    | <input type="checkbox"/> |
|                                     | 14   | H Source of funds  | Mandatory   | <input type="checkbox"/> |
|                                     | 20   | I Identification requirements                                | Mandatory   | <input type="checkbox"/> |
|                                     | 22   | J Financial Adviser's details                                | Mandatory   | <input type="checkbox"/> |
|                                     | 24   | K Investment options   | Mandatory   | <input type="checkbox"/> |
| <b>Declarations</b>                 | 34   | L Standard applicant declaration                             | Mandatory   | <input type="checkbox"/> |
| <b>Bank and payment details</b>     | 39   | M Bank details and payment methods                           | Information |                          |
| <b>Trustee Appointment</b>          | 40   | N Appointment of Utmost Trustee Solutions Limited as Trustee | Optional    | <input type="checkbox"/> |

**A POLICY DETAILS**

**MANDATORY**

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

2 Welcome team ticket reference

3 What is your chosen Flex-Charge option?

Full initial charge **OR** Full ongoing charge **OR** Combination of initial and ongoing

If you choose **a combination of initial and ongoing** Product Management Charge, enter your chosen combination to a maximum of three decimal places:

% Initial       % Ongoing (per annum)

4 Number of Segments

If you do not specify the number of Segments the Bond will automatically default to the maximum available for the investment amount.

5 Nature and purpose of investment

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

Please note that this is a product charge applied by Utmost International Isle of Man Limited. Adviser Charges can be applied later in Section G of this form.

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

**B POLITICALLY EXPOSED PERSONS DETAILS**

**MANDATORY**

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

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

**ADDITIONAL REQUIREMENTS FOR POLITICALLY EXPOSED PERSONS**

Where any parties to the application are considered a PEP (as defined above), you will be required to complete and submit a Source of Wealth Questionnaire alongside this application. This questionnaire can be obtained via [www.utmostinternational.com](http://www.utmostinternational.com) or by contacting our Welcome team.

**C APPLICANT DETAILS**

**MANDATORY**

|   | Applicant 1  | Applicant 2  |
|---|--|--|
| 1 Title (Mr, Mrs, Miss or Other)  | <input type="text"/>   | <input type="text"/>   |
| 2 Gender  | <input type="checkbox"/> Male <input type="checkbox"/> Female                    | <input type="checkbox"/> Male <input type="checkbox"/> Female                    |
| 3 Surname   | <input type="text"/>   | <input type="text"/>   |
| 4 Maiden name (if applicable)   | <input type="text"/>   | <input type="text"/>   |
| 5 Previous name or any aliases (if applicable)  | <input type="text"/>   | <input type="text"/>   |
| 6 Forenames (in full)   | <input type="text"/>   | <input type="text"/>   |
| 7 Employment status   | <input type="checkbox"/> Employed<br><input type="checkbox"/> Retired/Unemployed | <input type="checkbox"/> Employed<br><input type="checkbox"/> Retired/Unemployed |
| Date of retirement / unemployment   | <input type="text" value="ddmmYYYY"/>  | <input type="text" value="ddmmYYYY"/>  |
| 8 Occupation  | <input type="text"/>   | <input type="text"/>   |
| 9 Last year's annual income/Salary  | <input type="text"/>   | <input type="text"/>   |
| If you receive income other than from your Occupation, please provide full details here. (e.g. dividend, investment, rental income including their nature and source) | <input type="text"/>   | <input type="text"/>   |

Questions 4 and 5 If not completed we will assume you have never been known by another name.

Question 8 If retired please provide your former occupation. Including role e.g. Director and industry sector e.g. accountancy and include date of retirement or unemployment.

**10 Employer**

**11 Employer Address**  
  
  
  
 Postcode  Postcode

**12 What is the relationship between the applicants?**

**13 Nationality / dual nationality (if applicable)**

**14 Date of birth**

**15 Country of birth**

**16 Permanent residential address (PO Boxes and 'care of' addresses are not acceptable)**  
  
  
  
 Postcode  Postcode

**17 Full correspondence address**  
  
  
  
 Postcode  Postcode

If this address is the same as your residential address, tick here

**18 Contact telephone number**

**19 Email address**

**20 Would you like to be provided with login credentials to view your policy online at [www.utmostinternational.com](http://www.utmostinternational.com)?**  
 Yes  No  Yes  No

If 'Yes', provide a unique personal code

**21 Country/Countries of Tax Residency**

**22 National Insurance (NI) number**

**23 US Tax Identification Number (TIN)**     -   -

**24 Other tax reference number(s)**

Question 12 The relationship must be either that of spouse or civil partner.

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

A personal code can be made up of a mixture of letters, numbers and symbols with a minimum of 4 characters and a maximum of 13. Personal codes are case sensitive.

Login credentials will only be sent (to your email address above) once your Bond is in force and policy documentation sent.

Only complete question 22 if you are a UK tax resident.

Only complete question 23 if you are a US tax resident.



**7** Have you ever been advised to reduce or stop alcohol consumption or smoking on health grounds?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**8** Do you, or do you intend to, take part in any hazardous sport, activity, pastime or event that involves hazard or risk of injury OR do you intend to travel or reside outside the UK for 12 weeks or more per annum?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**9** Have you suffered, or are you suffering, from any major illnesses such as cancer (whether benign or malignant), leukaemia, Hodgkin's disease or lymphoma?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**10** Have you suffered, or are suffering, from heart disease including high blood pressure, angina, heart attack, heart defects, valve disorders or irregular heart beat?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**11** Have you suffered, or are you suffering, from a stroke, "mini stroke", transient ischaemic attack (TIA) or brain haemorrhages?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**12** Have you suffered, or are suffering, from Alzheimer's disease or other forms of dementia, multiple sclerosis, Parkinson's disease, paralysis or paraplegia?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**13** In the last five years have you had any of the following?

Yes     No                       Yes     No

a Diabetes, a blood disorder or any hormone disorder  
If yes, please provide details

|  |  |
|--|--|
|  |  |
|--|--|

b Kidney disease, bladder disorder or urinary disorder, prostate disorder (males only)  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

c Any mental illness including anxiety, depression, stress for which you have sought medical advice, attempted self-harm or overdose  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

d Any liver or intestinal disorder including hepatitis, haemachromatosis, Crohn's disease, ulcerative colitis or diverticulitis  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

e Any condition, disease or disorder that you have not mentioned above  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**14 Current health**

a Do you have any signs or symptoms of ill health, disability or memory loss/dysfunction for which you have not yet consulted a medical practitioner?  
If yes, please provide details

Yes     No                       Yes     No

|  |  |
|--|--|
|  |  |
|--|--|

**E PREMIUM DETAILS**

**MANDATORY**

Total premium  
(monetary amount)

Your bank may charge you depending on the payment method chosen.

We will deduct any charges you have specified from the premium amount stated here. See the [Guide for Estate Planning Bond Applicants](#) or speak to your financial adviser for more details.

PREMIUM SPLIT AND TRUST DETAILS

**You can apply for a Discretionary and Absolute Estate Planning Bond trust using the same application form only if the two contracts are identical in every respect except the investment amount. If the contract terms differ you will need to complete a separate application form for each one.**

- › If you are applying for two trusts using one application form, we will issue two separate bonds on the same contract terms (including Adviser Charges).
- › To appoint Utmost Trustee Solutions Limited to be your trustee, you must complete Section N and sign both Powers of Attorney there. You do not have to complete a separate trust form as this will be created for you using the information in this application. You are strongly advised to consult your own legal advisers and obtain taxation advice before proceeding. Specimen trust documents are available on request, so you can ensure they meet your needs and do not conflict with any arrangements already made.
- › If you do not want to appoint Utmost Trustee Solutions Limited you will need to complete a separate Estate Planning Bond Absolute Trust and/or an Estate Planning Bond Discretionary Trust. All forms are available from your financial adviser on request.

1 Do you wish to appoint Utmost Trustee Solutions to be your trustee?

Yes  No

a. Tick the box opposite to let us know which trust you are applying for. If you are applying for both, you must indicate in question 2 how much of your total investment is to be invested in each.

**Estate Planning Bond Absolute Trust**

**Estate Planning Bond Discretionary Trust**

b. If you are applying for both trusts, please tick the box beside the trust which is to start first. The one you select will start at least one business day before the other.

**Estate Planning Bond Absolute Trust**

**Estate Planning Bond Discretionary Trust**

2 If you are applying for two separate trusts on this application, indicate how much of the total premium (after the deduction of any initial Adviser Charge) is to be put into each trust below. The minimum total premium is £50,000 per trust.

Absolute Trust

Discretionary Trust

If you have answered yes to 1 please ensure you complete Section N.

Tick the box which is appropriate to the type of trust being chosen.

BANK ACCOUNT DETAILS WHERE FUNDS ARE BEING REMITTED FROM

Account name

Account number

Bank sort code

Building Society roll number (if applicable)

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

IBAN

Name & address of bank   
  
  
 Postcode

How long has this account been held?   Years

If the Premium is received from an account other than the one specified here, this may cause a delay in processing. The Premium must be remitted from an account in the name of the Applicant(s).

**F** REGULAR WITHDRAWALS

**MANDATORY**

Please note we will require an original or suitably certified bank statement to prove the receiving bank account is in the Applicant's name. This bank statement must be dated within the last 6 months.

**Where the Applicant is a PEP withdrawals will only be paid to the source bank account.**

Regular withdrawals will be taken equally across all policy Segments.

Minimum regular withdrawal of £200 per payment. Payments will only be made in the currency of the Bond.

Where Utmost Trustee Solutions are appointed please speak to the Trustee if you wish to take withdrawals which exceed 5% p.a. (or 4% increasing with RPI) as the Trustee will not generally accept trusteeship of a Bond with such terms without prior consultation.

**Annual percentage of premium**  % **OR** **Annual monetary amount**

1 Amount of withdrawal

2 Rate of increase in withdrawals (optional)

3 Frequency of withdrawals  Monthly  Quarterly  Half-yearly  Yearly

4 Payment start date         **OR**  
 As soon as possible (30 days after inception)

5 Withdrawal receiving account (please tick relevant box)

the account the Premium is remitted from as detailed in Section E or

an alternative account (please provide details overleaf. Not applicable to PEPs)

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

For question 2 if increasing in line with RPI please write RPI in the box.

We require an original or suitably certified bank statement, dated within the last six months, to prove the bank account is in the Applicant's name.

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

DETAILS OF THE ALTERNATIVE ACCOUNT THAT WITHDRAWALS WILL BE SENT TO

Account name

Account number

Bank sort code  -  -

Building Society roll number (if applicable)

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

IBAN

Name & address of bank   
  
  
 Postcode

How long has the account been held?   Years

**G ADVISER CHARGING**

OPTIONAL

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

When you appoint Utmost Trustee Solutions Limited as trustee of a new Estate Planning Bond, ongoing Investment Adviser Charges (IAC) or External Manager and/or Custodian Investment Adviser Charges (EMC IAC) may be agreed by you (the Settlor) on behalf of the Trustee, up to a maximum limit of 0.5% per annum of Bond value, or a fixed amount of £500 per year, payable at your chosen frequency. Should you and your adviser(s) wish to agree ongoing investment Adviser Charge(s) outside these limits, the Trustee's agreement will also be required.

For detailed information about Adviser Charges and how these may be applicable to you please refer to the [Guide for Estate Planning Bond Applicants](#) see the [Guide to Charges](#) available on our website [www.utmostinternational.com](http://www.utmostinternational.com) or from your financial adviser on request.

INITIAL ADVISER CHARGE

Complete this section if you would like us to facilitate the initial Adviser Charge payment to your financial adviser outside of the Bond before your premium is invested.

1 Specify the amount below:

Monetary amount

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



2 Does the initial Adviser Charge attract VAT? (If yes, this will be applied in addition to that stated in **question 1** of this section)  Yes  No

ONGOING ADVISER CHARGE (TO BE AGREED BY THE TRUSTEES)

 Adviser Charges paid to the financial adviser from the value of the Bond will affect the Policyholder's 5% annual tax deferred entitlement. Please note tax rules may change in the future and are subject to individual circumstances.

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

1 Frequency of payments  Monthly  Quarterly  Half-yearly  Yearly

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

**Annual Monetary amount**

OR

**Annual % of Bond value**

 %

3 Ongoing Adviser Charge start date

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

As soon as possible  
(30 days after inception)

4 Does the ongoing Adviser Charge attract VAT?  
(If yes, this will be applied in addition to that stated in **question two** of this section)

Yes  No

 This charge cannot be facilitated if appointing Utmost Trustee Solutions as professional Trustee. Please refer to page 1 for further information.

 The amount confirmed here, should be the net amount excluding VAT. If VAT applies, please tick 'Yes' in question 4. question 4

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

TRUSTEE AGREEMENT TO ONGOING ADVISER CHARGE (WHERE APPLICABLE)

Role  
**SIGNATURE**

**Trustee 1**

**Trustee 2**

Print full name



Date

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

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

Role  
**SIGNATURE**

**Trustee 3**

**Trustee 4**

Print full name



Date

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

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

 Trustees should sign here if an ongoing adviser payment is to be paid from within the Bond. If the Applicant is also a trustee they must sign here also.

INVESTMENT ADVISER CHARGE (TO BE AGREED BY THE TRUSTEES\*)

1 Frequency of payments  Monthly  Quarterly  Half-yearly  Yearly

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

Annual Monetary amount

OR

Annual % of Bond value

 %

3 Ongoing Investment Adviser Charge start date

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

As soon as possible  
(30 days after inception)

4 Does the ongoing Investment Adviser Charge attract VAT?  
(If yes, this will be applied in addition to that stated in **question 2** of this section)

Yes  No

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

The amount confirmed here, should be the net amount excluding VAT. If VAT please tick 'Yes' in question 4

TRUSTEE AGREEMENT TO ONGOING INVESTMENT ADVISER CHARGES (WHERE APPLICABLE)

Role

**SIGNATURE**

**Trustee 1/Applicant 1**

**Trustee 2/Applicant 2**

Print full name



Date

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
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Role

**SIGNATURE**

**Trustee 3 (if applicable)**

**Trustee 4 (if applicable)/On behalf of Utmost Trustee Solutions**

Print full name



Date

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

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

Trustees should sign here if an ongoing investment adviser payment is to be paid from within the Bond. If the Applicant is also a trustee they must sign here also.

\*Where Utmost Trustee Solutions are appointed as Trustee, the applicants must sign and date here. Utmost Trustee Solutions will then countersign.

**H SOURCE OF FUNDS**

**MANDATORY**

**ACTIVITY WHICH GENERATED AMOUNT TO BE INVESTED**

Utmost International Isle of Man Limited is required to record details of how the funds being invested have been accumulated.

Where your funds come from more than one source, you should complete all relevant sections to give us the full picture of its origin.

**Documentary evidence requirements:**

For details of our documentary evidence requirements refer to our **Anti-Money Laundering and Source of Wealth Requirements** document available via [www.utmostinternational.com](http://www.utmostinternational.com) or from our Welcome team.

**1. Savings from employment income (including salary, bonus and fees)**

|  |  |                      |  |                      |  |
|--|--|----------------------|--|----------------------|--|
| Total amount received  | Currency   | <input type="text"/> | Amount   | <input type="text"/> |  |
| Number of years income accumulated                             | <input type="text"/> <input type="text"/>                      | years                |  |                      |  |
| Institution holding the funds                                  | <input type="text"/>   |                      |  |                      |  |
| Name of account where earned income accumulated                | <input type="text"/>   |                      |  |                      |  |
| Account number   | <input type="text"/>   |                      |  |                      |  |
| Sort 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"/> |
| Length of time funds have been in this account                 | <input type="text"/> <input type="text"/>                      | years                | <input type="text"/> <input type="text"/>                      | months               |  |
| Main occupation during the accumulation period (e.g. Director) | <input type="text"/>   |                      |  |                      |  |
| Industry/Business sector                                       | <input type="text"/>   |                      |  |                      |  |
| Main employer's name   | <input type="text"/>   |                      |  |                      |  |
| Employer's address   | <input type="text"/>   |                      |  |                      |  |
|  | <input type="text"/>   |                      |  |                      |  |
|  | <input type="text"/>   |                      |  |                      |  |
|  | <input type="text"/>   |                      |  | Postcode             | <input type="text"/>   |
| Average annual salary over the accumulation period             | Currency   | <input type="text"/> | Amount   | <input type="text"/> |  |
| Average annual bonus over the accumulation period              | Currency   | <input type="text"/> | Amount   | <input type="text"/> |  |

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Last three months' payslips; **or**
- › Three months of account statements showing declared income being credited; **or**
- › Letter on headed paper from employer confirming applicants full name, address and last two years annualised earned income; and, where applicable, bonus payment; **or**
- › Copy of latest accounts if self-employed.

**If you have retired** 

please include your pre-retirement occupation. Please check that the occupation is not in a high risk or very high risk industry. See **Anti-Money Laundering and Source of Wealth Requirements** document for information on industry classifications.

### 2. Compensation payment

Name of organisation or individual that paid compensation

Reason for compensation

Country compensation was awarded

Total amount received Currency  Amount

Date received

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Letter on company headed paper or court order from compensating body validating the information in the application form; **or**
- › Signed letter on company headed paper from solicitor/ lawyer handling the compensation validating the information in the application form.

### 3. Competition win

Name of competition organiser

Description of competition

Country competition was held in

Total amount won Currency  Amount

Date of win

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › A signed letter from the organisation providing the proceeds of the win on letter-headed paper confirming full name and address of winner, date of win and value of winnings; **or**
- › Bank statement showing deposit of winnings in clients name and referencing the organisation providing the proceeds of the win.

#### 4. Gift

Full name of person who gave the gift

Date of birth

Nationality

Address   
  
  
 Postcode

Relationship to applicant

Reason for gift

Description of gift

Total amount received Currency  Amount

Date received

**Evidence required:** 

- Original or suitably certified copies of **all** of the following:
- › A valid identification documentation for the donor (even if it is not coming from their account); **and**
  - › Letter from the donor explaining the reason for the gift and source of funds behind the gift; **and**
  - › Documentary evidence as to the donor's source of funds as set out in the Anti-Money Laundering and Source of Wealth Requirements.

#### 5. Inheritance

Deceased's full name

Relationship to applicant

Date of death

Details of the inheritance  
Tell us about the assets forming the inheritance (e.g.. cash, property, shares etc.)

Amount received Currency  Amount

Date received

Solicitor/lawyer's (who dealt with the estate) name

Solicitor/lawyer's firm name

Solicitor/lawyer's firm address   
  
  
 Postcode

**Evidence required:** 

- Original or suitably certified copy of **one** of the following:
- › Grant of probate (with a copy of the will) which must include the value of the estate; **or**
  - › A signed letter from the regulated solicitor dealing with the estate on letter headed paper confirming the information supplied in this application.

### 6. Loan

Name of loan provider

Address of loan provider   
  
  
 Postcode

Total amount borrowed Currency  Amount

Date of loan

Purpose of loan

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › A signed letter from the lender on letter-headed paper confirming the name of borrower, amount of loan and date of draw-down; **or**
- › A loan statement confirming the details provided in this form.

### 7. Maturing policy/policy claim/replacement policy/pension

**If the source of funds is the sale of an investment rather than maturity, please complete 8 instead.**

Name of policy provider

Address of policy provider   
  
  
 Postcode

Policyholder's full name

Length of time policy held   years   months

Reason for policy claim or replacement policy (if applicable)

Total amount received Currency  Amount

Surrender penalty (if applicable)

Date received

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Letter on company headed paper from previous product provider regarding notification of proceeds of claim under the policy; **or**
- › Closing statement from previous product provider.

### 8. Sale of asset portfolio or investment

If the source of funds is a maturing investment rather than one that you are choosing to sell, please complete 7 instead.

Description of asset portfolio or investment (e.g. government bonds, equities etc.)

Name of the company that held it

Registered address of company   
  
 Postcode

Account name

Length of time asset portfolio or investment held  years  months

Date of sale

Net amount received Currency  Amount

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Legal sale document; **or**
- › Copy of contract note.

### 9. Company sale or sale of interest in company

Company name

Industry/business sector

Address of company   
  
 Postcode

Your connection with the company  
For example: owner, partner or shareholder

Date of sale

Sale amount Currency  Amount

Net amount received i.e. the amount you have received after any deductions such as fees and taxes. Currency  Amount

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Signed letter on company headed paper from solicitor/lawyer validating the information confirmed in this section of the application form; **or**
- › Signed letter on company headed paper from regulated accountant validating the information in this section of the application form; **or**
- › Copy of contract of sale and bank statement in the name of the client showing payment of the proceeds into an account in the name of the applicant.

### 10. Property sale

If you are not the beneficial owner of this property, please select a different option for source of funds that is more appropriate

Address of property sold (including postcode if applicable)   
  
  
 Postcode

Length of time property owned  years  months

Date of sale

Total sale amount Currency  Amount

Net amount applicant received from sale Currency  Amount

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Signed letter on headed paper from solicitor; or lawyer handling the sale or from regulated accountant; **or**
- › Copy of contract of sale detailing the details included in the application form.

### 11. Other income sources

Description of the activity that generated the funds

Role in relation to above activities

Period over which the activities occurred

Country in which the activity occurred

Date received  years  months

Proceeds received from the activity Currency  Amount

**Evidence required:** 

Original or suitably certified copy of **one** of the following:

- › Appropriate, independent supporting documentation which validates the information provided in this section of the application form; **or**
- › Signed letter from a person with personal knowledge of the activities described and in a position subject to anti-money laundering regulation, for example a regulated accountant or lawyer.

All investments are assessed on a case-by-case basis; depending on the answers provided in the application we may request independent evidence of source of funds. We can accept original or suitably certified copies of source of funds evidence. Guidance on how to certify documents is available on our [Anti-Money Laundering and Document Certification Requirements document](#). Please provide as much detail as possible. If it is not clear how the money was accumulated we will need to request further information and the Bond will not be issued until the requested information is received and a satisfactory risk assessment is completed.

**I IDENTIFICATION REQUIREMENTS** **MANDATORY**

**Note:** Financial Adviser to complete this section.

Under Isle of Man anti-money laundering regulations we are required to verify the identity and address of all applicant(s) related to a contract. Refer to our **Anti-Money Laundering and Source of Wealth Requirements** for more information.

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

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

**PART 1 PERSONAL IDENTITY**

| Who is being identified                       | Applicant 1              | Applicant 2              | Trustee 1                | Trustee 2                |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1 Valid passport                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 National ID card (with photograph)          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 A current driving licence (with photograph) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

 Include details of relevant trustees. Where Trustee is also an Applicant please only complete one section. Where there is more than two Trustees please photocopy Section I and renumber accordingly.

| Who is being identified     | Applicant 1                           | Applicant 2                           | Trustee 1                             | Trustee 2                             |
|-----------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Reference Number            | <input type="text"/>                  | <input type="text"/>                  | <input type="text"/>                  | <input type="text"/>                  |
| Issuing Entity <sup>1</sup> | <input type="text"/>                  | <input type="text"/>                  | <input type="text"/>                  | <input type="text"/>                  |
| Issue Date                  | <input type="text" value="ddmmYYYY"/> | <input type="text" value="ddmmYYYY"/> | <input type="text" value="ddmmYYYY"/> | <input type="text" value="ddmmYYYY"/> |
| Expiry Date                 | <input type="text" value="ddmmYYYY"/> | <input type="text" value="ddmmYYYY"/> | <input type="text" value="ddmmYYYY"/> | <input type="text" value="ddmmYYYY"/> |

Where the person who is being identified does not hold an item from Part 1, indicate why in the box below and supply a second document from Part 2.

 Where driving licence is used to verify identity it cannot also be used to verify address. Driving licence needs to be current, valid and issued from a **recognised jurisdiction**.

<sup>1</sup> To include country where the document was issued.

PART 2 VERIFICATION OF ADDRESS

| Whose address is being verified   | Applicant 1              | Applicant 2              | Trustee 1                | Trustee 2                |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1 A recent <sup>2</sup> utility bill dated and certified within the last six months                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 A recent <sup>2</sup> mortgage statement, giving the residential address                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 A current driving licence   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 A state pension, benefit or other government produced document showing benefit entitlement        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 A recent <sup>2</sup> tax assessment document   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 Rates or council tax bill dated and certified within the last year                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 A recent <sup>2</sup> account statement from bank or credit card showing at least one transaction | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Mobile phone bills and store card statements are not acceptable.

| Whose address is being verified | Applicant 1          | Applicant 2          | Trustee 1            | Trustee 2            |
|---------------------------------|----------------------|----------------------|----------------------|----------------------|
| Reference Number                | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Issuing Entity <sup>3</sup>     | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

PART 3 - HOW HAS THE CUSTOMER DUE DILIGENCE (CDD) BEEN OBTAINED

Please confirm which items of CDD have been provided and how they were obtained by ticking the relevant boxes:

Please note 'Obtained via a third party who has met the client face to face' also includes via live video stream.

|   | Obtained by the Adviser directly from the client | Obtained via a third party who has met the client face to face | Provided direct to Utmost by the client |
|---|--|--|---|
| Valid identity document(s)                    | <input type="checkbox"/>                         | <input type="checkbox"/>                                       | <input type="checkbox"/>                |
| Valid proof of residential address            | <input type="checkbox"/>                         | <input type="checkbox"/>                                       | <input type="checkbox"/>                |
| Source of funds document(s)                   | <input type="checkbox"/>                         | <input type="checkbox"/>                                       | <input type="checkbox"/>                |
| Source of wealth documents/information        | <input type="checkbox"/>                         | <input type="checkbox"/>                                       | <input type="checkbox"/>                |
| Source of Corporate Identity and Registration | <input type="checkbox"/>                         | <input type="checkbox"/>                                       | <input type="checkbox"/>                |

<sup>2</sup> Recent generally means not more than six months old, if issued on a monthly basis. If the document is issued less frequently, e.g. annually, recent means the most recently issued document (for example mortgage statements are usually issued annually).

<sup>3</sup> To include country where the document was issued.

**Certification Requirements**

**Identity verification**

I certify that this document is a true copy of the original which I have sighted and the photograph represents a good likeness of the client who I have met.

**Address verification**

I certify that this document is a true copy of the original which I have sighted.

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PART 4 - THIRD PARTY DETAILS

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**If you have not met your client face to face or customer due diligence (CDD) has been obtained via a third party who has met the client face to face, please provide the following details:**

**Third-Party Details**

|  |   |
|--|---|
| Name of individual(s) that obtained the CDD or met the client face to face | <input type="text"/>  |
| Occupation that qualifies the individual to certify CDD                    | <input type="text"/>  |
| Date of Birth  | <input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> |
| Residential Address  | <input type="text"/>  |
| Registered Company Name  | <input type="text"/>  |
| Registered Company Address   | <input type="text"/>  |

**J FINANCIAL ADVISER'S DETAILS** **MANDATORY**

**Note:** Financial Adviser to complete this section.

- 1 How and when were you introduced to the applicant(s)?
- 2 Please confirm how you met the applicant(s)
  - I have met the applicant(s) in person
  - I have met the applicant(s) face-to-face via secure live video stream
  - I have not met the applicant(s) face to face
- 3 Are the applicant(s) acting as a nominee for someone else? (If yes, give details)
  - Yes  No
  -
- 4 Which country was the advice leading to this application given in?
- 5 Which country was this application signed in?
- 6 Name of regulatory body

- 7 Regulatory body membership number e.g FCA number
- 8 Name of your usual Utmost Regional Sales Manager
- 9 Please confirm how you would like to receive the policy document for onward transmission to the Applicant(s).
- via post to the address provided
- via email to the address provided

FINANCIAL ADVISER DECLARATION

Print full name

I declare that:

- › I have taken reasonable steps to ensure that the funding is legitimate and in line with the client’s circumstances.
- › To the best of my knowledge, all the information provided with this form and application is true and complete and that I will provide further information if required.
- › I have not made any changes to the application form after the client has signed it.
- › I have had sight of the original documents used to identify the applicant(s)
- › Where I have obtained the CDD documents in Part 1 and 2 of Section 1 I certify that they are true copies of the originals which I have sighted and the photograph represents a good likeness of the client(s) who I have met.

Certifier and authorised signatory

**SIGNATURE**

Financial adviser to sign here. 

Date

Telephone number

Email address

Email and postal address fields must be completed for distribution of policy documentation. 

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

**K INVESTMENT OPTIONS**

**MANDATORY**

You can only choose one of the four investment options for your Bond. Therefore please only complete those sections applicable to your investment selection.

**K1 WHO WILL DIRECT INVESTMENT**

Utmost International Isle of Man Limited is not responsible for any reduction in the value of investments arising directly or indirectly from Applicant investment decisions or those of a properly nominated third party (such as, but not limited to, an External Manager or Platform Adviser ('EMC')).

Investment decisions and instructions in relation to the Utmost Bond's linked assets can be provided by the Applicant, or by an authorised third party.

**Please choose relevant option(s)**

**1 Self-direct**

The Applicant will provide investment instructions directly to Utmost International Isle of Man Limited.

Yes      No

If "Yes", please complete subsections **K2** and **K3** as applicable

**2 Investment Adviser**

The Applicant nominates an external person to advise them in relation to the choice of assets linked to the Utmost Bond, in accordance with the terms of nomination and appointment. The Investment Adviser will provide investment instructions directly to Utmost International Isle of Man Limited.

Yes      No

If "Yes", please complete subsection **K6**

If you would like to provide any initial investment instructions, complete sections **K2** and **K3** as applicable.

**3 External Manager**

The Applicant nominates an external investment firm, such as a discretionary fund manager, to either manage or advise on assets linked to the Utmost Bond. The External Manager will provide its services via an external account, utilising the services of a Custodian (the party that holds the investment assets and cash).

Yes      No

If "Yes", please complete subsection **K2** (if relevant) and **K5**

**4 Platform/Platform Adviser**

The Applicant nominates an external firm to carry out transactions on an external Platform account linked to the Utmost Bond. The Platform Adviser will manage or advise on the assets held on the Platform, in addition to managing/advising on the Utmost Bond's assets held off Platform, such as cash held in the Dealing Account.

Yes      No

If "Yes", please complete subsection **K2** (if relevant) and **K6**

K2 DEALING ACCOUNT

Confirm the amount of cash to be retained in the Dealing Account to cover Charges and withdrawals

This amount will be used to cover Charges and withdrawals and will be retained net of any initial Policy Charges.

**Nomination of investments to cover an overdrawn Dealing Account**

All transactions (including Charges and withdrawals) will go through the Dealing Account, and it may become overdrawn. In these circumstances, we reserve the right to sell sufficient investments to clear the negative debit balance.

Indicate in the box below which investment(s) you would like us to sell in these circumstances.

| Full Fund name   | %   |
|--|---|
| <input style="width: 95%; height: 24px;" type="text"/> | <input style="width: 20px; height: 24px;" type="text"/> |
| <input style="width: 95%; height: 24px;" type="text"/> | <input style="width: 20px; height: 24px;" type="text"/> |
| <input style="width: 95%; height: 24px;" type="text"/> | <input style="width: 20px; height: 24px;" type="text"/> |
| <input style="width: 95%; height: 24px;" type="text"/> | <input style="width: 20px; height: 24px;" type="text"/> |

If more than one Fund is selected, each Fund sale will be subject to the prevailing dealing fees.

If no Funds are selected, then from within the portfolio, we will automatically sell Units from the highest value Fund that is liquid at the time of sale. If an EMC has been selected, we may set up a regular payment from the External Account.

K3 INITIAL DEALING INSTRUCTION

Indicate the investments you wish to be purchased (e.g., Funds and/or cash deposits). These investments will form the assets underlying the Bond. The combined total should equal 100%.

| Full name of investment                                | Fund reference /SEDOL/ISIN                             | Currency of investment                                 | %   |
|--|--|--|---|
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |
| <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 95%; height: 30px;" type="text"/> | <input style="width: 80%; height: 30px;" type="text"/> | <input style="width: 20px; height: 30px;" type="text"/> |

Certain investments require completion of an Investor Declaration Form which is available from your financial adviser on request.

Any missing information will result in a delay in investment. Requests to link the value of the Bond to any investment in which we have not previously traded will firstly need to go through our Asset On-boarding process. Investment cannot be made until this process is complete.

Where relevant we will purchase accumulation Units unless otherwise instructed. If income Units are selected, the Fund manager will be requested to pay all income as cash, which will be credited to the Dealing Account.

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

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#### K4 NOMINATION OF AN INVESTMENT ADVISER

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**1** Name of the nominated firm

**2** Address   
  
  
 Postcode

**3** Contact name

**4** Telephone number (including international dialing code)

**5** Facsimile number (including international dialing code)

**6** Email address

**7** Regulatory Authority Name

**8** Type of Regulation

**9** Regulatory number

**10** What basis will the nomination be made on?  
 A **Discretionary basis**  An **Advisory basis**

For an explanation of each basis refer to the [Guide for Estate Planning Bond Applicants](#) which your financial adviser has provided to you. This basis cannot be changed without prior written authority from Utmost International Isle of Man Limited.



9 Regulatory number

10 What basis will the nomination be made on?

A **Discretionary basis**  An **Advisory basis**

For an explanation of each basis refer to the **Guide for Estate Planning Bond Applicants** which your financial adviser has provided to you. This basis cannot be changed without prior written authority from Utmost International Isle of Man Limited.

**This nomination is made in line with the terms agreed between Utmost International Isle of Man Limited and the EMC and is subject to change.**

K6 PLATFORM AND PLATFORM ADVISER DETAILS

**If you will be nominating a Platform Discretionary Fund Manager (Platform DFM) you must appoint them via the Platform and not on this form.**

1 Name of the nominated Platform

2 Name of the nominated Platform Adviser Firm

Is the Platform Adviser Firm the same as the Investment Adviser detailed in **K4**?

Yes No

If "Yes", please leave questions 3 - 11 in this section blank. If "No" complete questions 3 - 11.

3 Regulatory Authority Name

4 Type of Authorisation

5 Regulatory number

6 Address   
  
  
 Postcode

7 Contact name

8 Telephone number (including international dialing code)

9 Facsimile number (including international dialing code)

10 Email address

11 What basis will the nomination be made on?

A **Discretionary basis**  An **Advisory basis**

Platform DFM refers to a Discretionary Fund Manager that holds an agreement with your nominated Platform.

Details only required for the Platform Adviser, NOT the Platform.

You can only nominate one Platform or Investment Adviser.

 The nominated Platform Adviser must sign the declaration at the end of this section.

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PLATFORM ADVISER DECLARATION

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**To be completed by the Platform Adviser**

I, the Platform Adviser:

- › Named in this Subsection, have read and understood the terms of the appointment as outlined in this Subsection.
- › Confirm that I have the authorisation necessary to act as an Investment Adviser under the legislation and regulations in
- › I will remain so authorised, and comply with the rules of the appropriate regulatory body, whilst acting as Investment Adviser to this Bond.
- › I confirm that I will notify Utmost International Isle of Man Limited immediately of any changes to my authorisation including any disciplinary action taken against me.

**1** I, the undersigned, being an authorised signatory of the Platform Adviser, **agree on behalf of the Platform Adviser** to manage and/or advise on (as applicable) Utmost International Isle of Man Limited's Account with the Platform named at Section **K6** on the basis stated in Section **K6**.

**2** I **agree and understand** that this appointment will be on terms agreed between the Platform and Utmost International Isle of Man Limited, and that my/our operation of the Account is subject to these terms, and to the terms specified in this document which, among other things, shall include the following terms to which I undertake to fully adhere to through the signing of this document:

- › By way of this appointment, the Platform Adviser is being authorised to buy and sell assets within the Platform Account on behalf of Utmost International Isle of Man Limited. Unless written authorisation stating otherwise is provided by Utmost International Isle of Man Limited, all investments must be in accordance with the Investment Parameters provided to the Platform Adviser by Utmost International Isle of Man Limited. Utmost International Isle of Man Limited is not responsible for monitoring the assets held within the Account, or for any costs resulting from a breach of these restrictions. Utmost International Isle of Man Limited reserves the right to update the Investment Parameters from time to time.
- › Utmost International Isle of Man Limited at all times reserves the right to refuse individual assets for investment and to override instructions given by the Platform Adviser in relation to investment or any other function of the Account. Utmost International Isle of Man Limited may at any time at its sole discretion give instructions directly to the Platform without notice and without requiring the Platform Adviser's approval. In the event that instructions given by Utmost International Isle of Man Limited conflict with instructions given by the Platform Adviser, Utmost International Isle of Man Limited's instructions shall have priority.
- › The Account is legally owned by Utmost International Isle of Man Limited, and Utmost International Isle of Man Limited is the sole beneficial owner of all assets within the Account. Neither the Platform Adviser nor the Policyholder have any claim or ownership over the Account or the assets within. The Platform Adviser is being appointed by Utmost International Isle of Man Limited upon the Account to instruct trades directly with the Platform on a restricted basis.
- › Changes to the basis of this appointment, between discretionary, advisory or otherwise, may only be made with Utmost International Isle of Man Limited's prior written authority.
- › The Platform Adviser may accept instructions from the Policyholder to appoint one of a restricted list of Discretionary Fund Managers who have a direct agreement with the Platform (Platform DFM). Written evidence of the instruction and/or agreement must be retained and made available to Utmost International Isle of Man Limited on request. The Platform Adviser will retain its responsibility for adherence to the Investment Parameters even where an additional Platform DFM is selected.
- › The Account will not be more than 100% invested (i.e. no overdrawn positions shall be created), nor any other commitments made beyond the amount of the cash available in the Account without Utmost International Isle of Man Limited's prior written authority.
- › Where charges for general advice or investment advice are agreed the Platform Adviser **is not permitted to take such charges from the Account** unless Utmost International Isle of Man Limited has given prior written consent.

- › The Platform Adviser is not permitted to arrange any transfers of cash or investments into or out of the Account, except where cash is to be returned to the Utmost International Isle of Man Limited Bond to a bank account designated in writing by Utmost International Isle of Man Limited, or as a part of supporting regular trading or settlement activity.
- › Manufacturing costs relating to trading transactions, custody fees and discretionary fund management costs can be charged to the Account as a fund expense.
- › Where the conditions of this appointment conflict with the Platform Adviser’s standard terms and conditions applicable to its operation of the Account, these conditions will prevail.

**3 I agree and understand** that by accepting this appointment, the Platform Adviser will be appointed as an investment adviser to manage the Utmost International Isle of Man Limited Bond’s linked assets which include the management of the Policyholder’s Utmost International Isle of Man Limited Dealing Account. It is the Platform Adviser’s responsibility to ensure that there is sufficient cash in the Dealing Account to cover the cost of any charges or withdrawals. Debit interest will be charged on any negative balance. Based on prevailing interest rates, negative interest will be applied on credit balances of the affected currencies.

**4 I agree and understand** that the Platform Adviser is solely responsible for ensuring that it acts within the limits of the authority set out in this appointment and the terms agreed with the Platform.

**By signing below the Platform Adviser confirms that:**

- › It has the necessary authorities under the legislation and regulations in its regulatory jurisdiction to act in the capacity of this nomination and will remain authorised and comply with the rules of the appropriate regulatory bodies whilst acting in this capacity. The Platform Adviser shall notify Utmost International Isle of Man Limited of any changes to its regulatory authorisation, including any disciplinary action taken against it, relevant to this nomination. The Platform Adviser confirms it is willing and able to select and/or hold assets in the Account in accordance with the investment strategy and/or objectives agreed with the Policyholder where applicable.
- › It accepts full responsibility and legal liability for loss, damages or expenses which it or any other party may suffer or incur, directly or indirectly, as a result of acting outside the limits of this authority and promises to reimburse Utmost International Isle of Man Limited for any costs, claims, damages or liabilities incurred by Utmost International Isle of Man Limited as a result of acting in its appointed capacity.
- › It promises not to make or bring any formal or informal legal claims, complaints or proceedings against Utmost International Isle of Man Limited in respect of its activities under this limited investment authority.

**Signature on behalf of the nominated Platform Adviser**

**Platform Adviser**

**SIGNATURE**

Authorised signature on behalf of the Platform Adviser Firm

Print full name

Date

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

**L STANDARD APPLICANT DECLARATION**

**MANDATORY**

The 'Applicant' refers to the persons applying for this Bond.

It is important that the Applicant reads this section carefully. This application forms the basis of Utmost International Isle of Man Limited's agreement with the Applicant, along with the Policy Conditions.

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

Before signing, the Applicant should also read the Key Features Document, Product Guide, Guide to Charges, the Personal Illustration and the Key Information Document where applicable, which explain the key features of and the specific charges applicable to Estate Planning Bond. They will assist the Applicant to be sure statements made by the financial adviser are not relied upon if they are not supported in the literature. The Applicant's financial adviser will provide these documents and copies are also available from Utmost International Isle of Man Limited.

Utmost International Isle of Man Limited proposes that the laws of the Isle of Man shall apply to any contract relating to this application and that Isle of Man Courts shall be the sole forum to consider disputes in relation to any contract arising from this application. Any decision to alter the Isle of Man Court's jurisdiction shall be at the discretion of Utmost International Isle of Man Limited.

The Estate Planning Bond will be issued in accordance with the Policy Conditions and Policy Schedule which will be issued by Utmost International Isle of Man Limited upon acceptance of this application.

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

Utmost International Isle of Man Limited will only issue the Applicant's Bond once Utmost International Isle of Man Limited have received all the information and documentation required to satisfy regulatory requirements relating to anti-money laundering and the prevention of tax evasion.

The Applicant may request a copy of the Policy Conditions at any time from Utmost International Isle of Man Limited's Welcome team on +44 (0)1624 653 251.

**L1 ANTI-MONEY LAUNDERING AND TAX EVASION PROVISIONS**

**Source of Funds - Statement of Truth**

The Applicant truthfully confirms that:

- i. All funds invested in the Bond applied for have been or will be properly declared to the relevant tax authorities in the jurisdiction of the Applicant's tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations.
- ii. None of the funds invested derive, directly or indirectly, from illegal activities or sources and/or tax evasion or conduct which will or may be regarded as such.

**Potential Consequences of Misleading Utmost International Isle of Man Limited**

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

- i. terminate the Bond immediately and, regardless of the actual date of Bond termination, impose the maximum encashment and any other relevant charges which may be imposed on the Applicant under the Bond as if the Bond had been encashed immediately after issue. Such charges shall be applied to the extent that they cover any costs, expenses or losses caused by Utmost International Isle of Man Limited being misled, without limiting Utmost International Isle of Man Limited's ability to seek additional recompense from the Applicant in respect of any shortfall.
- ii. notify relevant government authorities and provide all information considered necessary or appropriate at Utmost International Isle of Man Limited's discretion concerning the Applicant and/or the Bond; and

- iii. if considered appropriate after consultation with government authorities and/or legal counsel, either
- › subject to satisfying Utmost International Isle of Man Limited's further reasonable requirements, refund the Applicant's premium(s) and other amounts paid to Utmost International Isle of Man Limited to the date of such termination less applicable encashment and other charges in accordance with clause (i) 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 International Isle of Man Limited have a longstanding policy of cooperating with tax and other government authorities to combat money laundering, tax evasion or other illegal activities or conduct that will or may be regarded as such.

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

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

#### **Confirmations and acknowledgements**

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

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

**The Applicant agrees** to inform Utmost International Isle of Man Limited immediately should any information within this application change, and understands that the Applicant is obliged to do so.

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

#### **The Applicant accepts that:**

- › Selection of investments is the Applicant's responsibility, or, where appropriate, that of the Applicant's investment adviser or any appointed EMC.
- › Utmost International Isle of Man Limited has no legal responsibility in respect of future performance of such linked assets.

**The Applicant confirms** that the firm named in Section 'J - Financial Adviser's details' will be acting as the Applicant's financial adviser on an ongoing basis and the Applicant agrees that Utmost International Isle of Man Limited is able to disclose all information relating to the Applicant's Bond to this financial adviser. The Applicant understands that if the Applicant decides to change the financial adviser it is the Applicant's responsibility to tell Utmost International Isle of Man Limited in writing of this change.

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

**The Applicant confirms and declares** that the Applicant is habitually tax resident in the jurisdiction entered in Section C of this application form.

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

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## L2 INVESTMENT RELATED PROVISIONS

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### **The Applicant understands and agrees that:**

- › Investment involves risk, this risk rests with the Applicant.
- › Utmost International Isle of Man Limited is, and must remain, the beneficial owner of all assets linked to the Bond.
- › The Applicant has no legal right to the investments underlying the Bond.
- › The range of assets available is restricted in line with Utmost International Isle of Man Limited's Investment Parameters and the type of assets applicable to the contract as set out in the Policy Conditions which Utmost International Isle of Man Limited reserves the right to change from time to time. Utmost International Isle of Man Limited also has the right at its discretion to refuse individual assets for investment in the Bond.
- › If assets other than the restricted range are linked to the Bond, it could be deemed highly personalised and may be subject to penal taxation. Utmost International Isle of Man Limited is not responsible for monitoring the Bond's assets or for any cost resulting from a breach of these restrictions.
- › Utmost International Isle of Man Limited reserves the right to realise assets to clear an overdrawn position on any part of the Bond at any time.
- › Utmost International Isle of Man Limited's ability to sell, reinvest or pay cash in a timely manner can be restricted by certain types of assets underlying the Bond. Utmost International Isle of Man Limited reserves the right to delay settlement or reinvestment at its discretion.

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## L3 PROVISIONS RELATED TO INVESTMENT ADVISER OR EMC NOMINATION

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This Subsection only applies where an Investment Adviser or EMC has been nominated. In this Section the term "EMC" refers to an External Manager, Platform and/or Platform Adviser as applicable, nominated in Subsections K5 or K6, to provide services on an advisory or discretionary basis. Utmost International Isle of Man Limited retains the right to decline the appointment of any nominated Investment Adviser or EMC. The Applicant confirms that the below statements have been explained to the Applicant by the financial adviser and that the Applicant understands and agrees to them.

### **The Applicant requests and agrees that:**

- › Any nominated Investment Adviser is appointed in accordance with the Applicant's wishes set out in Subsection K4 to give investment instructions to Utmost International Isle of Man.
- › Any nominated EMC is appointed in accordance with the Applicant's wishes set out in Subsection K5 or K6 to advise on and/or manage an External Account to which the performance of the Bond is linked.
- › Any appointments made under the nominations in Subsections K4, K5 or K6 can be terminated by Utmost International Isle of Man Limited at the Policyholder's request or otherwise by the Investment Adviser, EMC or Utmost International Isle of Man Limited at any time by giving written notice to all other parties.
- › The Applicant is aware the appointment of Investment Adviser or EMC will be based on terms agreed between the Investment Adviser or EMC and Utmost International Isle of Man Limited.
- › Any assets purchased as a result of an instruction received from an Investment Adviser shall be purchased at the open market buying price as shown in the contract note issued by the vendor or stockbroker, less any discount Utmost International Isle of Man Limited has negotiated.

- › The Policyholder's financial adviser and/or the Policyholder can also obtain valuation statements directly from an EMC.

**The Applicant understands and agrees that:**

- › If an Investment Adviser or EMC is appointed on a discretionary basis that they will make investment decisions in relation to the Bond without any specific consultation with the Policyholders.
- › If an Investment Adviser or EMC is appointed on an advisory basis that each investment instruction made by the Investment Adviser or EMC will be made subject to prior discussions between the Investment Adviser or EMC and Policyholder. The Applicant authorises and requests the Investment Adviser or EMC to retain evidence of this agreement and authorises the Investment Adviser or EMC to share copies of such evidence if requested to do so by Utmost International Isle of Man Limited.
- › The Investment Adviser or EMC has confirmed to the Applicant that they have the necessary regulatory authorisations to perform the service they have been nominated to perform.
- › There are additional risks associated with the appointment of an Investment Adviser or EMC, in particular, where the EMC is responsible for the selection and/or safekeeping of the assets linked to the Bond.
- › The Investment Adviser or EMC has explained Utmost International Isle of Man Limited's Charges associated with its appointment.

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**L4 PROVISIONS APPLICABLE TO EMC NOMINATION**

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- › Utmost International Isle of Man Limited will not be responsible for any loss or liability to the External Account resulting from the EMC's appointment, or from services rendered or procured by the EMC to Utmost International Isle of Man Limited.
- › Utmost International Isle of Man Limited will recover any necessary money from the External Account to cover Utmost International Isle of Man Limited's fees and expenses, as detailed in the Policy Schedule and Estate Planning Bond Policy Conditions.
- › Utmost International Isle of Man Limited has the right to place trading instructions directly with the External Manager or Platform at any time without requiring the Policyholder's approval. This may affect the value of the Bond. Where there are conflicting instructions, Utmost International Isle of Man Limited's instructions override the Policyholder's or the EMC's instructions.
- › The Policyholder has no legal right to the investments held by an EMC. Apart from agreeing or rejecting recommendations given to the Policyholder where an advisory basis has been selected, the Policyholder may not give any direct instructions to an EMC regarding the investments, including instructions relating to the selection of assets, or with respect to withdrawals or surrenders.
- › Further the Policyholder may not give any legal charge, pledge, or lien over the External Account, nor may the Policyholder instruct the EMC to give any guarantee, indemnity, or counterindemnity in favour of any person or company.
- › Utmost International Isle of Man Limited will extend a Limited Power of Authority ("LPOA") on the Applicant's behalf which enables the Applicant to agree certain charges (not linked to advice), investment strategy and risk profile with the EMC. If the Applicant is nominating a Platform and Platform Adviser, the Applicant is also given limited powers to agree the appointment of a Platform DFM who hold agreements with the Platform and Platform Adviser. Utmost International Isle of Man Limited retains the right to decline any such appointment.
- › An EMC will be responsible for ensuring compliance with the objectives and risk information provided by the Applicant to the EMC via a separate Investment Mandate document.
- › The range of assets available is restricted in line with Utmost International Isle of Man Limited's Investment Parameters.
- › If assets other than the restricted range are linked to the Bond, it could be deemed highly personalised and may be subject to penal taxation.
- › Utmost International Isle of Man Limited is not responsible for monitoring the Bond's assets or for any cost resulting from a breach of any restrictions.
- › Utmost International Isle of Man Limited's ability to sell, reinvest or pay cash in a timely manner can be restricted by certain types of assets underlying the Bond. Utmost International Isle of Man Limited reserves the right to delay settlement or reinvestment at its discretion.

**The Applicant agrees and understands that:**

- › An EMC may take charges for services other than advice, including those for transaction and/or custody services provided, as detailed under the standard charges section of their terms and Conditions or as agreed separately with the Applicants.
- › An EMC is authorised by Utmost International Isle of Man Limited to deduct such charges for transactions and/or custody services directly from the External Account and make any separate investment management service payments on its behalf.

**The Applicant promises to:**

- › Be responsible for reimbursing Utmost International Isle of Man Limited for any costs, losses and/or expenses incurred by Utmost International Isle of Man Limited 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 an EMC.

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**L5 ADVISER CHARGES AND INVESTMENT ADVISER CHARGES**

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Where the Applicant has requested Utmost International Isle of Man Limited to facilitate the payment of Adviser Charges and/or Investment Adviser Charges, as set out in Section H, the Applicant authorises Utmost International Isle of Man Limited to pay those Charges. Where the Policyholder requires any adjustment to an Adviser Charge or Investment Adviser Charge paid by Utmost International Isle of Man Limited, Utmost International Isle of Man Limited will not be responsible for making such adjustments and the Policyholder will liaise directly with their adviser.

**Adviser Charge**

**The Applicant understands and accepts that:**

- › When paid to a financial adviser, an Adviser Charge will be treated for tax purposes, as a withdrawal from the Bond.
- › Any withdrawal that exceeds the 5% annual tax-deferred entitlement will cause a Chargeable event and the Policyholder may be subject to UK Income Tax.
- › Utmost International Isle of Man Limited cannot cancel an Adviser Charge after it has been paid, even if the Applicant decides to cancel the Bond during the cancellation period.
- › Any Adviser Charges to be paid as a fixed monetary amount will not be reduced if the Policyholder takes a withdrawal or surrenders one or more Policy segments, unless the Policyholder specifically requests this to happen at the time of the Policy segment surrender. Estate Planning Bonds can only be surrendered after the death(s) of the Settlor/Donor(s).
- › Where any ongoing Adviser Charge attracts VAT, the Applicant authorises Utmost International Isle of Man Limited to automatically adjust future payments if the rate of VAT changes without any further authority from the Policyholder.

**Investment Adviser Charge**

**The Applicant understands and accepts that:**

- › Investment Adviser Charges will only be paid when there is sufficient value and assets underlying the Bond that can be sold to cover the payment in full.
- › Any Investment Adviser Charge paid from the value of the Bond will be deducted equally across all Policy segments. It is important to note that Investment Adviser Charges can only be paid in the currency of the Bond.
- › Any Investment Adviser Charges to be paid as a fixed monetary amount will not be reduced if the Policyholder takes a withdrawal or surrenders one or more Policy segments, unless the Policyholder specifically requests this to happen at the time of the Policy segment surrender. Estate Planning Bonds can only be surrendered after the death(s) of the Settlor/Donor(s).
- › Where any ongoing Investment Adviser Charge attracts VAT, the Applicant authorises Utmost International Isle of Man Limited to automatically adjust future payments if the rate of VAT changes without any further authority from the Policyholder.
- › The actual amounts paid by Utmost International Isle of Man Limited as Investment Adviser Charges will be treated as non-taxable withdrawals from the Bond and will not be used in any Chargeable event calculations.
- › Utmost International Isle of Man Limited cannot cancel an Investment Adviser Charge after it has been paid, even if the Applicant decides to cancel the Bond during the cancellation period.

- › The Policyholder can cancel the instruction to pay any future Investment Adviser Charges due from the Bond at any time by writing to Utmost International Isle of Man Limited.
- › Until Utmost International Isle of Man Limited receives written notification to cancel an Investment Adviser Charge, Utmost International Isle of Man Limited will continue to make payments to the Investment Adviser or EMC.
- › If the Applicant cancels the Bond within the cancellation period, changes the nominated Investment Adviser or EMC, cancels payment of any Investment Adviser Charges from their Bond, assigns the Bond or any other situation where it is not reasonably possible for Utmost International Isle of Man Limited to facilitate a payment, it will be the Applicant's responsibility to settle any outstanding Charges directly with the Investment Adviser or EMC.
- › The Policyholder should in the first instance contact their Investment Adviser or EMC to discuss any Investment Adviser Charges they believe should not have been applied to their Bond.

#### **Where the Bond is linked to an External Managed Account**

##### **The Applicant acknowledges and agrees that:**

- › Any Fund-based Adviser Charge or Investment Adviser Charge payments will be based on the last available value of the investment for the External Managed Account held in Utmost International Isle of Man Limited's records.
- › Due to timing differences, there may be significant market movements between the date when Utmost International Isle of Man Limited's records were last updated with the value of the Externally Managed Account and the date the Adviser Charge or Investment Adviser Charge is calculated as a percentage of the whole of the Bond value.

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#### **L6 PRIVACY STATEMENT**

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Utmost International Isle of Man Limited uses the information the Applicant provides, about themselves and other people, to provide Utmost International Isle of Man Limited's products and services. In order to support Utmost International Isle of Man Limited's products and services, Utmost International Isle of Man Limited transfers information between different entities within Utmost's immediate operating group and to appointed data processors. Utmost International Isle of Man Limited does not carry out marketing using the information or transfer, or sell, the Applicant's personal information to others for marketing purposes.

The type of personal information processed about the Applicant will depend on the purpose for which it has been collected and may include:

- › Contact details.
- › Information to verify identity.
- › Information about family, lifestyle, health and finances.
- › Payment details.

The processing of personal information may take place in a number of jurisdictions and may be shared with other parties within or outside the Utmost Group of companies for the general purpose of establishing, maintaining and servicing an insurance policy. The sharing of personal data may be used for any or all of the following purposes, to:

- › Check against credit reference or other databases to verify information provided for regulatory due diligence purposes and to prevent or detect financial crime including money laundering, terrorist financing, bribery and corruption, sanctions listing or fraud.
- › Allow for the provision of services relating to enhanced due diligence, underwriting, reinsurance, data hosting, online services, payment or reporting of any tax or levy, or any other services provided from time to time.
- › Enable an appointed financial adviser or fund adviser to assist in the provision of services to the policyholder.
- › Compile statistical analysis or market research, where information is not specific to the individual.
- › Comply with any legal obligation which includes the releasing of personal information to regulators, law enforcement authorities or other bodies where there is a legal requirement to do so, including the sharing of information under regulations to meet tax reporting obligations such as Common Reporting Standard (CRS) and the US Foreign Account Tax Compliance Act (FATCA).

- › Enable an appointed discretionary asset manager or custodian to meet their legal or regulatory requirements, where that discretionary asset manager or custodian providing services in relation to a policy requests the personal data of an individual linked to an application, and where Utmost International Isle of Man Limited are satisfied that such a discretionary asset manager or custodian has a legal or regulatory requirement to make such a request.

Where personal information is shared with a third party for the provision of services relating to the policy, personal information will only be used for the purposes for which it was collected. In some circumstances this may involve a transfer of the Applicant's personal information to a third party outside the European Economic Area (EEA). Whenever personal information is shared it will be subject to the same levels of security and protection that Utmost International Isle of Man Limited would apply.

The Applicant may ask Utmost International Isle of Man Limited to:

- › Provide a copy of personal information held about the Applicant and an explanation of how this data is processed.
- › Update or correct personal information.
- › Delete information (where it is no longer necessary in relation to the purpose for which it was originally collected).
- › Restrict processing of personal information where appropriate. The Applicant may also object to Utmost International Isle of Man Limited processing personal data but understand that this may have consequences in relation to Utmost International Isle of Man Limited being able to continue servicing the policy.

Should the Applicant have a complaint about the processing of personal information and Utmost International Isle of Man Limited is unable to provide a satisfactory response they can contact the appropriate regulator:

The Isle of Man Information Commissioner, First Floor, Prospect Hill, Douglas, Isle of Man, IM1 1ET

Or email: [ask@inforights.im](mailto:ask@inforights.im)

**The Applicant confirms** they have read and understood the Data Privacy Statement set out above and will make it available to other individuals whose personal information has been provided by the Applicant to Utmost International Isle of Man Limited either in this application or within accompanying documentation.

More details about how Utmost International Isle of Man Limited uses the Applicant's information, the Applicant's rights over this information and how the Applicant can exercise those rights can be found in the applicable Privacy Notice. Utmost International Isle of Man Limited publishes their Privacy Notices on Utmost International Isle of Man Limited's website at [www.utmostinternational.com/privacy-statements/](http://www.utmostinternational.com/privacy-statements/) or the Applicant can ring Utmost International Isle of Man Limited on +44 (0)1624 643 345 and request a copy.

**The Applicant acknowledges** that:

Utmost International Isle of Man Limited will store, process or pass on the Applicant's data whether or not the Applicant's application is accepted.

Utmost International Isle of Man Limited will in the event of the death of the Applicant obtain such medical or other records from medical practitioners and/or other relevant institutions or authorities regarding the Applicant's medical history or circumstances relating to the Applicant's death should it wish to do so.

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## L7 ACCESS TO MEDICAL RECORDS

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Utmost International Isle of Man Limited may need to get medical reports to support the application. Before Utmost International Isle of Man Limited can ask any doctor that the Applicant has consulted to fill in a report, Utmost International Isle of Man Limited need the Applicant's permission under the Access to Medical Reports Act 1988 and equivalent legislation. The Applicant's rights under the legislation are as follows.

The Applicant does not need to give permission, but if they do not, Utmost International Isle of Man Limited may not be able to go ahead with the application. This does not prevent the Applicant from applying to other companies for insurance.

The Applicant can ask to see a report before the doctor returns it to us. If this is the case, Utmost International Isle of Man Limited will tell the doctor to keep the report for 21 days so that the Applicant can arrange to see it. If the Applicant has not made arrangements to see the report within this time, the Applicant's doctor will send the report to us.

If the Applicant chooses not to see the report at this stage, the Applicant may ask the doctor for a copy within six months of it being sent to us. Utmost International Isle of Man Limited can send a copy of the report to the Applicant's doctor if the Applicant asks to see it at a later date.

If the Applicant believes that any part of the report is not correct or is misleading, the Applicant may ask the doctor to amend it. If the doctor refuses to make the amendments, the Applicant may ask him or her to attach a statement outlining the Applicant's views, which will then accompany the report.

The Applicant's doctor can withhold access to the report if he or she feels that it would cause physical or mental harm to the Applicant or others.

The medical report the Applicant's doctor fills in asks about the following:

- › current health
  - any care, medication or treatment the Applicant is currently receiving
  - the result of referrals or tests the Applicant is awaiting
- › the Applicant's medical history.

Details of any relevant illness, trauma, or referrals for specialist advice or treatment, hospital admissions, consultations with the Applicant's doctor or any other medical adviser, therapist or counsellor, in particular whether the Applicant has a history of:

- malignancy (cancer), cardiovascular (heart) disease, diabetes and degenerative (gradually worsening) disease
- musculoskeletal disease or injury, for example, arthritis, rheumatism, back problems or any other disorder of the joints or muscles
- anxiety, depression, neurosis (such as phobias, obsessions and so on), psychosis (a mental disorder where you lose contact with reality), stress or fatigue
- suicidal thoughts or attempts at suicide;
- conditions related to drug or alcohol misuse or smoking or chewing tobacco
- details of any biopsies, blood tests, electrocardiograms (heart tests), height, weight if measured in last two years, urinalyses (tests on urine), x-rays or other investigations
- any blood pressure readings in the last three years any history of disease among your parents or brothers or sisters that you have told your doctor about.

Utmost International Isle of Man Limited have asked the Applicant's doctor not to reveal information about:

- negative tests for HIV, hepatitis B or C
- any sexually-transmitted diseases unless there could be a long-term effects on the Applicant's health; or
- predictive genetic test results unless there is a favourable test results which show that the Applicant have not inherited a condition the Applicant's family suffers from.

The Access to Medical Reports Act 1988, Access to Personal Files and Medical Reports (Northern Ireland) Order 1991 and the Isle of Man Access to Health Records and Reports Acts 1993 will be relevant to the Company getting a medical report from any medical practitioner who has attended the Applicant in England, Scotland, Wales, Northern Ireland or the Isle of Man but not, at present (although this may change in the future), the Channel Islands or elsewhere.

For the purposes of the Medical Reports Act 1988 and equivalent legislation:

**The Applicant consents** to the Utmost International Isle of Man Limited, its employees or agents asking any doctor the Applicant has consulted about the Applicant's physical or mental health to provide medical information so Utmost International Isle of Man Limited may assess the Applicant's application, Utmost International Isle of Man Limited may gather relevant information from other insurers about any other applications for life, critical illness, sickness, disability, accident or private medical insurance that the Applicant has applied for. The Applicant has authorised those asked to provide medical information when they see a copy of this consent form. This form allows Utmost International Isle of Man Limited to gather medical reports within six months of the start of the plan, or after the Applicant's death, to support any claim made on the plan proceeds.

**The Applicant confirms** that they should notify the Utmost International Isle of Man Limited if their health or circumstances change between the date of signing this application form and the date a certified discount certificate is issued.

- |  | Applicant 1              |                              | Applicant 2                 |                              |                             |
|--|--------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| 1 Does the Applicant wish to see the medical report before it is sent to us?                                     | <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2 Does the Applicant wish to be informed if the underwriting results in a variation to the gift or the discount? | <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If the Applicant(s) ticks "Yes" to question 2 we will require their signed approval to proceed with the policy.

| Role             | Applicant 1   | Applicant 2   |
|------------------|---|---|
| <b>SIGNATURE</b> | <input type="text"/>  | <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"/> | <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"/> |

**M** BANK DETAILS AND PAYMENT METHODS **INFORMATION**

Payment should only be transferred once the application has been received and we have confirmed that all requirements have been met. No interest will be paid on monies held prior to issue of the Bond.

CHEQUE PAYMENT

Cheques made payable to Utmost International Isle of Man Limited, Premium Collection Account required to be printed on the cheque.

Cheques must be made payable to Utmost International Isle of Man Limited, Premium Collection Account. Please ensure that the client(s) names are referenced on all payments.

**Example:**  
Utmost International Isle of Man Limited, Premium Collection Account re: Mr Example Client

TELEGRAPHIC TRANSFER DETAILS

Payments from account and currency detailed in Section 'E - Premium'.

Account name: Utmost International Isle of Man Limited, Premium Collection Account  
 Bank: Royal Bank of Scotland  
 Bank address: Royal Bank of Scotland International Limited, Floor 2, 2 Athol Street, Douglas, Isle of Man, IM99 1AN, British Isles  
 Account number: 58098652  
 Sort code: 16-58-80  
 IBAN: GB58 RBOS 1658 8058 0986 52  
 BIC/Swift code: RBOSIMDXXXX  
 Payment reference: [Client name / proposal number]

N

APPOINTMENT OF UTMOST TRUSTEE SOLUTIONS LIMITED  
AS TRUSTEE

OPTIONAL

This section of the application is divided into three parts and enables you to appoint Utmost Trustee Solutions Limited ('the Trustee) to act as Trustee of your Estate Planning Bond. Ensure that you read **Utmost Trustee Solutions - A Guide to Our Services**, the current **Utmost Trustee Solutions Charges Schedule** and the relevant **Trust Deed** alongside the Estate Planning Bond literature, all of which are available from your financial adviser on request. **You are strongly advised to take professional advice regarding the creation of a trust and an appointment of the Trustee in relation to your personal needs.**

The Trustee is not obliged to accept a request to be appointed and may decline without giving reasons.

IN THIS SECTION

- › **'The Trustee', 'we', 'us' or 'our'** refers to **Utmost Trustee Solutions Limited**
- › **'I, me' or 'you'** refers to you **the applicant or both applicants** if there are two of you
- › **'The policy provider'** refers to **Utmost International Isle of Man Limited** which offers the Estate Planning Bond and is a separate legal entity from the Trustee

**Part 1** deals with the type of trust you wish us to create, your beneficiaries, your Letter of Wishes (if applicable) and your signed authority to enable us to establish the Trust on your behalf. It also asks you to provide brief details of any previous gifts you have made which might affect the inheritance tax position of the trust.

**Part 2** contains the Trustee's Investment Statement for an Estate Planning Bond and the terms of the Trustee's delegation of its investment powers to you for your lifetime which you are also required to sign.

**Part 3** summarises the terms of the Trustee's appointment and asks you to declare that you have understood these and other key points before confirming your agreement.

 Whilst we have taken every care in preparing the documents in this application the Trustee cannot take responsibility for the legal or taxation consequences of using this trust arrangement. You are strongly advised to consult with your own legal advisers and seek taxation advice before proceeding.

UTMOST TRUSTEE SOLUTIONS LIMITED APPOINTMENT FEE

How do you want to pay the Trustee's appointment fee?

- i. Enclosed is a cheque for the appointment fee, payable to Utmost Trustee Solutions Limited.
- ii. This will be paid separately by direct bank transfer to Utmost Trustee Solutions Limited
- iii. Please deduct the Trustee's appointment fee from the premium before investment.

 Tick the relevant box only if answered Yes above to the appointment of Utmost Trustee Solutions.

 Your 'income' payments and the level of charges that apply are based on the premium invested in the Bond, after the deduction of the appointment fee.

 See the Utmost Trustee Solutions Limited's current Charges Schedule for the appointment fee payable and the Trustee's bank details.

 When you appoint Utmost Trustee Solutions Limited as trustee of a new Estate Planning Bond, ongoing Investment Adviser Charges (IAC) or External Manager and/or Custodian Investment Adviser Charges (EMC IAC) may be agreed by you (the Settlor) on behalf of the Trustee, up to a maximum limit of 0.5% per annum of Bond value, or a fixed amount of £500 per year, payable at your chosen frequency. Should you and your adviser(s) wish to agree ongoing Investment Adviser Charge(s) outside these limits, the Trustee's agreement will also be required.

PART 1 - TRUST DETAILS

A) ABSOLUTE TRUST

BENEFICIARIES

As the applicant, you must not be included here. Once an Absolute Trust is established it is not possible to change the beneficiaries or their appointed shares.

|  | Beneficiary 1   | Beneficiary 2   |
|--|---|---|
| 1 Name   | <input type="text"/>  | <input type="text"/>  |
| 2 Permanent residential address<br>(PO Boxes and 'care of' addresses are not acceptable) | <input type="text"/><br><input type="text"/><br><input type="text"/>  | <input type="text"/><br><input type="text"/><br><input type="text"/>  |
|  | <input type="text"/> Postcode   | <input type="text"/> Postcode   |
| 3 Telephone number<br>(including international dialling code)                            | <input type="text"/>  | <input type="text"/>  |
| 4 Email address  | <input type="text"/>  | <input type="text"/>  |
| 5 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 |
| 6 Nationality / dual nationality<br>(if applicable)                                      | <input type="text"/>  | <input type="text"/>  |
| 7 Relationship to the Donor  | <input type="text"/>  | <input type="text"/>  |
| 8 Specified share  | <input type="text"/> %  | <input type="text"/> %  |

|  | Beneficiary 3   | Beneficiary 4   |
|--|---|---|
| 1 Name   | <input type="text"/>  | <input type="text"/>  |
| 2 Permanent residential address<br>(PO Boxes and 'care of' addresses are not acceptable) | <input type="text"/><br><input type="text"/><br><input type="text"/>  | <input type="text"/><br><input type="text"/><br><input type="text"/>  |
|  | <input type="text"/> Postcode   | <input type="text"/> Postcode   |
| 3 Telephone number<br>(including international dialling code)                            | <input type="text"/>  | <input type="text"/>  |
| 4 Email address  | <input type="text"/>  | <input type="text"/>  |
| 5 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 |
| 6 Nationality / dual nationality<br>(if applicable)                                      | <input type="text"/>  | <input type="text"/>  |

|                             |                        |                        |
|-----------------------------|------------------------|------------------------|
| 7 Relationship to the Donor | <input type="text"/>   | <input type="text"/>   |
| 8 Specified share           | <input type="text"/> % | <input type="text"/> % |

|  | Beneficiary 5   | Beneficiary 6   |
|--|---|---|
| 1 Name   | <input type="text"/>  | <input type="text"/>  |
| 2 Permanent residential address<br>(PO Boxes and 'care of' addresses are not acceptable) | <input type="text"/>  | <input type="text"/>  |
|  | <input type="text"/>  | <input type="text"/>  |
|  | <input type="text"/> Postcode   | <input type="text"/> Postcode   |
| 3 Telephone number<br>(including international dialling code)                            | <input type="text"/>  | <input type="text"/>  |
| 4 Email address  | <input type="text"/>  | <input type="text"/>  |
| 5 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 |
| 6 Nationality / dual nationality<br>(if applicable)                                      | <input type="text"/>  | <input type="text"/>  |
| 7 Relationship to the Donor  | <input type="text"/>  | <input type="text"/>  |
| 8 Specified share  | <input type="text"/> %  | <input type="text"/> %  |

## B) DISCRETIONARY TRUST

## POTENTIAL BENEFICIARIES

A Discretionary Trust does not define the interests of individual beneficiaries. The Trustee will have the discretion to decide, from among the categories of potential beneficiaries described below, who will benefit. If you do not wish to include a particular category of beneficiary from the list below, delete it and initial your amendment. You may not delete all of them.

1. Any child or descendant of the Settlor whenever born.
2. Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of the Settlor (except where such person is also a Settlor).
3. Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of any child or descendant of the Settlor whenever born.
4. Any children of any spouse of the Settlor whenever born.
5. Any brother or sister of the Settlor and their children.
6. Any one or more of the persons entitled under the Will of the Settlor (except where that person is also a Settlor).
7. Any one or more of the persons entitled under the rules relating to intestacy to any interest in the estate of the Settlor (except where that person is also a Settlor).
8. Any person or a charity, not already included in the categories above, and other than the Settlor, whose name has been notified to the Trustees in writing by the Settlor during the Settlor's lifetime as being a person the Settlor wishes the Trustees to consider as a Potential Beneficiary.

## C) LETTER OF WISHES

In this letter provide the names of any potential beneficiaries whose circumstances you would like the Trustee to consider as priority when distributing the Trust Fund. You should include any contingencies (such as a child reaching a certain age) or any other circumstances you would like the Trustee to take into account before making distributions. We will need the name and address of each person as well as their date of birth and their relationship to you in the boxes provided. Additional space is provided for you to continue your letter on the next page where you also sign it.

Utmost Trustee Solutions Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.  
Dear Sirs

**Ref. Utmost Estate Planning Bond**

This letter of wishes is effective immediately following the start date of my Estate Planning Bond Discretionary Trust and should not be construed as forming part of the terms of the trust. The information I provide is intended to provide insight into my wishes as Settlor when the Trustee is considering distributions from the Trust Fund.

I confirm that I understand that this letter of wishes is not legally binding on the Trustee and that the Trustee should at all times exercise its discretion as it thinks fit given the circumstances of the beneficiaries.

In the future I may want to change these wishes, but I will notify you in writing of any changes. For the time being I should like the Trustee to consider the interests of the following individuals as priority when distributing benefits from the fund.

|   | Potential Beneficiary 1   | Potential Beneficiary 2   |
|---|---|---|
| 1 Name  | <input type="text"/>  | <input type="text"/>  |
| 2 Permanent residential address (PO Boxes and 'care of' addresses are not acceptable) | <input type="text"/>  | <input type="text"/>  |
|   | <input type="text"/>  | <input type="text"/>  |
|   | <input type="text"/> Postcode   | <input type="text"/> Postcode   |
| 3 Telephone number (including international dialling code)                            | <input type="text"/>  | <input type="text"/>  |
| 4 Email address   | <input type="text"/>  | <input type="text"/>  |
| 5 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 |
| 6 Nationality/dual nationality  | <input type="text"/>  | <input type="text"/>  |
| 7 Relationship to the Settlor   | <input type="text"/>  | <input type="text"/>  |
| 8 Potential share   | <input type="text"/> %  | <input type="text"/> %  |
| 9 Special instruction/contingency   | <input type="text"/>  | <input type="text"/>  |
|   | Potential Beneficiary 3   | Potential Beneficiary 4   |
| 1 Name  | <input type="text"/>  | <input type="text"/>  |
| 2 Permanent residential address (PO Boxes and 'care of' addresses are not acceptable) | <input type="text"/>  | <input type="text"/>  |
|   | <input type="text"/>  | <input type="text"/>  |
|   | <input type="text"/> Postcode   | <input type="text"/> Postcode   |
| 3 Telephone number (including international dialling code)                            | <input type="text"/>  | <input type="text"/>  |
| 4 Email address   | <input type="text"/>  | <input type="text"/>  |
| 5 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 |
| 6 Nationality/dual nationality  | <input type="text"/>  | <input type="text"/>  |
| 7 Relationship to the Settlor   | <input type="text"/>  | <input type="text"/>  |
| 8 Potential share   | <input type="text"/> %  | <input type="text"/> %  |
| 9 Special instruction/contingency   | <input type="text"/>  | <input type="text"/>  |

Use this sheet if you need more space to complete your Letter of Wishes to Utmost Trustee Solutions Limited.

Yours faithfully  
**SIGNATURE**  
of Settlers

D) PREVIOUS TRANSFERS

As we assume you are UK domiciled for Inheritance Tax purposes, provide us with brief details of any lifetime transfers (excluding exempt transfers) which you have made in the last seven years in the boxes below. For example, gifts to individuals or absolute trusts (potentially exempt transfers) or gifts to discretionary trusts (chargeable lifetime transfers).

We need to know about these to understand any potential impact on this trust should your gift become chargeable to Inheritance Tax. If you have not made any previous transfers please state NONE in the box below.

You should also be aware that we are required under Inheritance Tax Act 1984 s218(1) to notify HM Revenue & Customs (HMRC) of the creation of any discretionary trusts where the Settlor is UK domiciled.

| Type of Gift (e.g. to an individual or type of trust) | Amount Transferred (£) | Date of Transfer |
|---|------------------------|------------------|
|   |                        | d d m m y y y y  |
|   |                        | d d m m y y y y  |
|   |                        | d d m m y y y y  |
|   |                        | d d m m y y y y  |

FOR SETTLORS OF DISCRETIONARY TRUSTS ONLY

I confirm that any amount I will transfer to create a Discretionary Trust is net of any Inheritance Tax due.  Yes

I understand that the Trustee is required to complete and deliver notice of the creation of a Discretionary Trust to HMRC.  Yes

E) POWER OF ATTORNEY AUTHORISING THE TRUSTEE TO CREATE THE TRUST

By signing this Power of Attorney I authorise the Trustee to create the Estate Planning Bond trust, using the appropriate specimen Trust Deed ('the Trust Deed') and based on the information I have provided in this application pack.

I hereby appoint the Trustee and/or any of its directors as my Attorney to complete and execute (i) the Trust Deed which I have read and understood and (ii) any other document the Attorney considers necessary or incidental to give full effect to my intention to create the Estate Planning Bond trust.

I agree to ratify each and every act or thing which may be done by the Trustee and/or any of its directors in the exercise of this power to create the trust on my behalf and I agree to reimburse the Trustee and any of its directors for all liabilities, costs and expenses of whatsoever nature which each may incur in accepting this appointment.

|  | Applicant 1                   | Applicant 2                   |
|--|-------------------------------|-------------------------------|
| 1 Applicant's SIGNATURE                              | <input type="text"/>          | <input type="text"/>          |
| 2 Executed as a deed by (full name of the applicant) | <input type="text"/>          | <input type="text"/>          |
| 3 Date signed  | d d m m y y y y               | d d m m y y y y               |
| 4 Witness SIGNATURE                                  | <input type="text"/>          | <input type="text"/>          |
| 5 In the presence of (full name of witness)          | <input type="text"/>          | <input type="text"/>          |
| 6 Witness address                                    | <input type="text"/>          | <input type="text"/>          |
|  | <input type="text"/>          | <input type="text"/>          |
|  | <input type="text"/> Postcode | <input type="text"/> Postcode |
| 7 Date signed  | d d m m y y y y               | d d m m y y y y               |

Each signature should be witnessed by an independent person who is aged 18 or over, and is not a party to this Trust or a Beneficiary.

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## PART 2 - INVESTMENT ARRANGEMENTS

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This section contains the form by which the Trustee will delegate its investment powers under the trust to you for your lifetime which includes reference to the Trustee's Investment Statement for an Estate Planning Bond trust which is set out below.

### THE TRUSTEE'S INVESTMENT STATEMENT

**The Trustee is of the view that the investment objective of an Estate Planning Bond is to seek investment returns sufficient to meet the Settlor's fixed withdrawals from the Bond during the Settlor's lifetime, net of charges and without undue erosion of capital. At the same time it seeks to preserve and grow capital value for the beneficiaries as far as is reasonably possible, given varying market conditions over time and with regard to the risk characteristics of the underlying investments selected for the Bond.**

### INVESTMENT MANAGEMENT DELEGATION BY POWER OF ATTORNEY

This Power of Attorney appoints you, the Settlor(s), as the Attorney(s) of the Trustee to conduct the investment management powers and duties of the Trust during your lifetime.

By signing this Power of Attorney you accept and acknowledge that:

- a. the Trustee delegates to you certain duties and powers of investment management of the Trust Fund and for which purpose you will act on the Trustee's behalf
- b. you have read and understood the Trustee's non-binding Investment Statement

**The Trustee does not have any responsibility for supervising or monitoring your actions or for monitoring whether the delegation of these powers to you is appropriate. Investment management will be your responsibility under the terms of this delegation.**

Subject to the conditions of any policy held as part of the Trust Fund, the duties and powers in question are limited to the following:

- a. instructing the policy provider to **appoint or remove** an investment manager, investment adviser, or custodian subject to the terms of investment guidelines or other restrictions published or required by the policy provider from time to time and including the ability to agree the relevant charges for the provision of such services, and
- b. giving the policy provider **fund purchase, sale or switch instructions**
- c. in relation to **agreeing costs for investment advice** where these are to be met from the Trust Fund, or any policy comprising the Trust Fund, these will be subject to an upper limit of 0.5% of the fund value in any policy year, or in the case of fixed monetary value agreements up to a maximum of £500 per policy year, or such other upper limits as the Trustee may agree in writing from time to time

You will have sole responsibility for these functions while this Power of Attorney lasts and the Trustee is not liable for any of the consequences of your doing so or failing to do so in relation to those functions.

You undertake to provide to the Trustee on request copies of any correspondence or other records in your possession, custody or control relating to your exercise of these powers and duties.

This delegation has the effect of appointing you (and, if there is more than one of you, both of you or the survivor) for the time being as the Attorney of the Trustee to manage the investment of the Trust Fund in accordance with the terms of this deed as its delegate.

The Trustee will ratify each and every act or thing which may be done by you in the exercise of any power or authority conferred by this deed (except any act which may be construed as fraud or wilful default) and you agree to accept the appointment and delegation and to reimburse and meet the Trustee and any of its directors against all liabilities, costs and expenses of whatever nature which it or they may incur in connection with this appointment and delegation.

The Trustee reserves the right to bring this appointment and delegation to an end for any reason (and without being required to give reasons) at any time in its absolute discretion. If it decides to end the delegation it will give you written notice of its decision where practicable. Once the delegation ends you will have no further power or duty to manage the investment of the Trust Fund on behalf of the Trustee.

INVESTMENT MANAGEMENT DELEGATION BY POWER OF ATTORNEY (CONTINUED)

|   | Applicant 1                                  | Applicant 2                                  |
|---|--|--|
| 1 Applicant's SIGNATURE                     | <input type="text"/>                         | <input type="text"/>                         |
| 2 Print full name                           | <input type="text"/>                         | <input type="text"/>                         |
| 3 Date signed                               | <input type="text" value="d d m m y y y y"/> | <input type="text" value="d d m m y y y y"/> |
| 4 In the presence of (full name of witness) | <input type="text"/>                         | <input type="text"/>                         |
| 5 Witness SIGNATURE                         | <input type="text"/>                         | <input type="text"/>                         |
| 6 Witness address                           | <input type="text"/>                         | <input type="text"/>                         |
|   | <input type="text"/>                         | <input type="text"/>                         |
|   | <input type="text"/>                         | <input type="text"/>                         |
|   | <input type="text" value="Postcode"/>        | <input type="text" value="Postcode"/>        |
| 7 Date signed                               | <input type="text" value="d d m m y y y y"/> | <input type="text" value="d d m m y y y y"/> |

Each signature should be witnessed by an independent person who is aged 18 or over, and is not a party to this Trust or a Beneficiary.

|             | Authorised Signatory 1<br>For and on behalf of The Trustee | Authorised Signatory 2<br>For and on behalf of The Trustee |
|-------------|--|--|
| SIGNATURE   | <input type="text"/>                                       | <input type="text"/>                                       |
| Date signed | <input type="text" value="d d m m y y y y"/>               | <input type="text" value="d d m m y y y y"/>               |

PART 3 - LETTER OF ENGAGEMENT

This section summarises the terms of our appointment as Trustee. If you are unclear about any aspect of our appointment as Trustee you should consult with your professional adviser(s).

**The Trustee will provide the following services:**

- › To establish the Estate Planning Bond trust in accordance with the information you provide in this application
- › To act as sole Trustee and hold any policies comprising the Trust Fund
- › To administer the trust in accordance with its terms
- › To undertake annual reviews of the trust, to forward policy valuations and to confirm that the trust information we hold from you remains correct
- › To consider any letter of wishes submitted by you but this will not be binding on the Trustee
- › To obtain, consider and verify relevant information to ensure distributions are made appropriately and correctly
- › To undertake any reporting obligations to the relevant taxation and regulatory authorities in accordance with applicable legislation.

## INVESTMENT MANAGEMENT

- › During your lifetime you will be responsible for the way in which the Trust Fund (the Bond) is invested and you acknowledge the delegation of the Trustee's investment powers to you. The Trustee can end this arrangement if it decides to do so, for example if it appears that you have lost capacity. Once the delegation is brought to an end, either by your death or earlier, the Trustee will have responsibility for investment management.
- › The Trustee does not guarantee any underlying investment. Unit prices can fall as well as rise. The effect of high capital withdrawals and charges and/or poor investment performance or stock market fluctuations is to increase the risk of capital erosion and beneficiaries may receive less than was originally invested.
- › Your attention is drawn to clauses 4 and 10 of the Trust Deed which limit both the Trustee's duty of care and liability for breaches of trust and loss to the Trust Fund, respectively.

## FEES AND CHARGES

- › The Trustee will charge for its services in accordance with its published Charges Schedule, reviewable on an annual basis. Charges will be increased in line with the change in the UK Retail Prices Index on 1 January each year.
- › The Trustee does not receive remuneration from third parties in connection with any transaction effected by the Trustee on behalf of the Trust.

**Termination** of our appointment as Trustee will be considered subject to the appointment of suitable replacements. We also reserve the right to retire as Trustee where circumstances in our opinion require us to do so.

## CLIENT MONIES

- › Prior to investment and/or distribution we may keep client money in a general transaction account. A general client bank account usually holds money of several clients. The money may be held at one bank or the money may be in multiple bank accounts spread across several banks. In the event of a default of a bank where we have a general client bank account, client monies held in all of our general client bank accounts will be pooled (even if money is held in more than one general client bank account and the accounts are held in more than one bank). In this situation, each client who has money in the general client bank account will lose an equal proportion of their money, whether or not the bank your client money is held with is in default. This loss will be adjusted by any compensation arrangements in place.
- › A client bank account is a bank account held by, and in the name of Utmost Trustee Solutions Limited ('the Trustee') in which we will hold your money on trust for you while it remains in the account. All money held in a client bank account is referred to as client money. A client bank account is specially created by us for the purpose of holding your money and the money of other clients.
- › The client bank account is segregated from any other bank account in our name holding money which is our money. All client bank accounts are held at recognised banks. A recognised bank is a bank which holds a licence issued by the Isle of Man Financial Services Authority or is authorised under the law of another acceptable country or territory to carry on activities corresponding to deposit taking (see rule 3.2 of the Financial Services Rule Book 2016 for the full definition).
- › The Trustee may earn interest on money held in the general client bank account and such interest is retained by us.
- › In relation to fiduciary services, please note that an account held in the name of your company, or as trustee of your trust, is not a client bank account. It is mandated to your company or to the trustee of your trust and the company or the trustee is the legal owner of the money held in that account. As the money in these accounts is not classed as client money the details relating to pooling of money in client bank accounts does not apply.

### SETTLOR DECLARATIONS

**Advice:** I confirm that I have taken independent professional advice and understand that the Trustee does not offer such advice and has not provided me with advice before entering this arrangement.

**The Trust:** I have read the Trust Deed and understand its terms and in particular the effect of clauses 4 and 10 in respect of the Trustee's duty of care and liability.

**The Trustee:** I understand the terms of the appointment of the Trustee, including the delegation of the Trustee's investment management powers to me for the time being.

**Fees and Charges:** I have received a copy of the Trustee's current Charges Schedule and understand that when the payment of any fee, whether to the Trustee or any other third party, is taken as a withdrawal from the policy this may have UK tax consequences for me and that I have taken taxation advice in this regard.

| Role             | Applicant 1   | Applicant 2   |
|------------------|---|---|
| <b>SIGNATURE</b> | <input type="text"/>  | <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"/> | <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"/> |

## A WEALTH *of* DIFFERENCE

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

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

Utmost International Isle of Man Limited is registered in the Isle of Man under number 024916C.

Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

Tel: +44 (0)1624 655 555 Fax: +44 (0)1624 611 715. Licensed by the Isle of Man Financial Services Authority.

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

Utmost Trustee Solutions Limited is registered in the Isle of Man under number 106739C.

Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

Licensed by the Isle of Man Financial Services Authority.

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

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