

PROFESSIONAL PORTFOLIO

TERMS AND CONDITIONS

ISSUED BY
UTMOST WORLDWIDE LIMITED

A WEALTH *of* DIFFERENCE

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WEALTH SOLUTIONS

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INTRODUCTION

Professional Portfolio is a single-premium insurance contract, issued by **Utmost Worldwide Limited** and linked to the value of the **Investment Fund**, which is a portfolio of **Investment Instruments** selected by you (subject to certain restrictions).

We use the **Investment Instruments** within the **Investment Fund** to calculate the benefits of your **Plan**. **We remain the beneficial owner of the Investment Instruments at all times**. Your **Plan** will fully reflect the investment risks and returns of the **Investment Instruments** that you have selected. The value of the **Investment Instruments** may fall as well as rise. Past performance of a particular **Investment Instrument** is no guarantee of future returns and your capital is at risk when investing in your **Plan**.

Two variants of Professional Portfolio are available: a **Life Insurance Plan** variant, which provides a life cover of 101% of the **Surrender Value** of the **Plan** or a **Capital Redemption Plan** variant, which has no life cover, but which pays a **Maturity Benefit**.

Your **Plan** is purchased from **Utmost Worldwide Limited** and you can contribute to your **Plan** through one or more **Premiums**.

You can tailor your **Plan** to match your specific investment needs and horizon by changing the **Investment Instruments** within the **Investment Fund** while your **Plan** is in force (see section 5.2 'Making Changes to the Investment Fund').

Interpretation

In this document any reference to:

- words in the singular shall include words in the plural and vice versa;
- the masculine gender shall include the feminine and the neuter and vice versa;
- a statute or regulation shall be construed as a reference to such statute or regulation, as amended, re-enacted or replaced from time to time; and
- a "person" shall include any individual, trust, body corporate or un-incorporated body.

Any statements that refer to "us", "we", "our" or "Utmost Worldwide" mean **Utmost Worldwide Limited**, including its branches.

Any statements that refer to "you" or "your" mean the **Planholder** including anyone entitled to make a claim for a plan benefit or, as the context requires, anyone with authority to provide trading instructions.

The section headings used in these **Terms and Conditions** are for ease of reference only and do not affect the interpretation of the document.

The insurance contract between you and us is made up of the **Application Booklet, Terms and Conditions, Plan Schedule, Charges Schedule**, any relevant statements made by you and/or (if applicable) the **Lives Assured** relating to the **Plan**, together with any notifications of changes and all endorsements issued by us to the **Terms and Conditions, Plan Schedule** or **Charges Schedule**. The language of the contract is English. Translated documents, unless specified otherwise, are provided for information purposes only and in the case of a discrepancy, the English document will prevail.

If there is a conflict between any documents making up your **Plan**, the **Terms and Conditions** inclusive of any endorsements, take precedence. Likewise if there is any discrepancy between the offering documents and/or other marketing materials and the Plan documents, the Plan documents will take precedence.

Full details on the specific benefits that apply to your **Plan** are contained in your **Plan Schedule, Charges Schedule** and these **Terms and Conditions**.

Definitions

In the **Application Booklet**, these **Terms and Conditions**, the **Plan Schedule** and the **Charges Schedule**, the following terms have the following meanings:

Application Booklet: the booklet completed and signed by you in which you apply for your **Plan**, together with any additional documentation supporting the application.

Appointed Actuary: in Guernsey, the suitably qualified actuary that we appoint in accordance with the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended).

Assignment: the transfer of your rights and benefits under your **Plan** to a third party.

Associated Investment Value (of a Premium): the proportion of the **Investment Value** attributable to a specific **Premium**. This equals the **Investment Value** of your **Plan** multiplied by the proportion that the specific **Premium** bears to the total of all **Premiums** received (**Premiums** are converted to the **Plan Currency** on receipt by us at the latest available commercial rate of exchange).

Authorised Custodian: a **Custodian** other than the **Default Custodian** who holds **Investment Instruments**, other than the **Plan Currency Account** on behalf of the **Trustee**.

Business Day: any day (excluding Saturdays, Sundays and public holidays) on which the clearing banks in Guernsey are open for normal banking business.

Call Deposit Account: an access on demand account for deposit of un-invested **Cash**, held within the **Investment Fund** underlying your **Plan**. There is no minimum deposit term, which means that there is access to the **Cash** "on demand".

Capital Redemption Plan: an investment-linked contract with a **Maturity Benefit**, which becomes payable on the **Maturity Date** and does not provide any element of biometric life assurance.

Cash: all cash or cash equivalents in any currency.

Charge Date: a date on which scheduled plan charges are taken. The first **Charge Date** is three months after the last day of the month in which the **Plan Commencement Date** falls. For example, if the **Plan Commencement Date** is 22 February then the first **Charge Date** is 31 May. Subsequent **Charge Dates** are quarterly thereafter.

Charges Schedule: the document issued at the **Plan Commencement Date** which sets out specific details of your plan charges.

Custodian: a person appointed by the **Trustee** who is responsible for the safekeeping of the **Investment Instruments**. A **Custodian** can be the **Default Custodian** or an **Authorised Custodian**.

Dealing Day: a day on which an **Investment Instrument** can be allocated to or deducted from the **Investment Fund**. This may be subject to restrictions imposed by the relevant **Investment Issuer** or **Discretionary Fund Manager**.

Default Custodian: the **Custodian** selected by us who holds the **Plan Currency Account** on behalf of the **Trustee** and may also hold other **Investment Instruments** on behalf of the **Trustee**.

Discretionary Fund Manager: the person who manages a **Discretionary Portfolio** and gives investment instructions directly to the **Authorised Custodian** to acquire or dispose of **Investment Instruments** within a **Discretionary Portfolio**.

Discretionary Portfolio: a portfolio of **Cash** and/or **Securities** held with an **Authorised Custodian** on behalf of the **Trustee** and managed by a **Discretionary Fund Manager**.

Financial Adviser: a person who is independent from us from whom you seek advice in relation to your financial affairs. Your **Financial Adviser** acts on your behalf in relation to your **Plan** and is not our agent.

Force Majeure: such exceptional actions, events, circumstances, admissions which are beyond our reasonable control, including without limitation, fire, flood, earthquake, storms or other natural disasters, war, riot, civil war, rebellion, insurrection, terrorist activities, malicious damage, strike, lockouts or other industrial disputes, interruption of electricity, telephone or computer services, breakdown in technical communications, compliance with any law or governmental order, rule, regulation, direction or nationalisation.

Investment Fund: a separate notional portfolio of **Investment Instruments** maintained for calculating the benefits of your **Plan**.

Investment Instrument: Cash, a Security or a Discretionary Portfolio held within the **Investment Fund** underlying your **Plan**.

Investment Issuer: the issuer of an **Investment Instrument** (e.g. companies, financial institutions, banks, collective investment funds, governments, local authorities, public bodies, supra-national organisations or any other person) or a **Discretionary Fund Manager** who manages a **Discretionary Portfolio**.

Investment Value: the total **Market Value** (expressed in the **Plan Currency**) of all **Investment Instruments** within the **Investment Fund**.

ITTOIA: the Income Tax (Trading and Other Income) Act 2005 of the United Kingdom, as may be amended from time to time.

Life Insurance Plan: an investment-linked life-insurance contract with a **Death Benefit** which becomes payable in the event of the **Relevant Death**.

Liquid Asset: an **Investment Instrument** which can be valued and disposed of or redeemed within a maximum of three months.

Market Price (bid): the price at which we can dispose of a particular unit of an **Investment Instrument** on a particular day.

Market Value: for **Cash**, the latest balance of the account in which the **Cash** is held. For a non-cash **Investment Instrument**, the current value of the **Investment Instrument** based on the latest **Market Price** (bid) on the last available **Dealing Day**.

Personal Data: means any information relating to an identified or identifiable individual.

Plan Anniversary: any anniversary of the **Plan Commencement Date**.

Plan Commencement Date: the date shown on the **Plan Schedule**, on which we assume risk in respect of any benefits payable under your **Plan**.

Plan Currency: the currency denomination of your **Plan** as chosen by you on the **Application Booklet** and shown on the **Plan Schedule**.

Plan Currency Account: this is the **Call Deposit Account** in the **Plan Currency**, held within your **Plan**, through which we deduct charges from your **Plan**. The **Plan Currency Account** is held with the **Default Custodian** on our behalf by the **Trustee**.

Planholder: a person with whom we have agreed the **Plan**. Where applicable, references to the **Planholder** include its successors in title and permitted assigns (as the case may be).

Plan Schedule: the document issued by us at the **Plan Commencement Date** or its most recently revised version and any endorsement, which sets out specific details of your **Plan** and any constituent **Policies**.

Policy: the identical contracts of insurance which together constitute your **Plan**.

Portfolio Manager: a person independent of us nominated by you to act as a discretionary investment manager in relation to your **Plan**. The **Portfolio Manager** will be authorised by you to give **Written Requests** to us to acquire or dispose of **Investment Instruments** held with the **Default Custodian**. A **Portfolio Manager** cannot give instructions to acquire or dispose of **Discretionary Portfolios**. The **Portfolio Manager** will act as your agent on a discretionary basis in making investment decisions in relation to your **Plan** and will not consult with you before providing instructions to us.

Premium: any amount we receive from you, at any time, for investment in the **Plan**. A **Premium** may be **Cash** or the market value of **Securities** transferred *in specie* at the time of their transfer to us, net of any applicable charges.

Securities: any stocks, shares, debentures, bonds, notes, coupons, certificates of deposit, commercial paper, treasury bills, units or participations in collective investment schemes, any spot, forward or future contracts on any commodity, currency, financial instrument, stock index or any other property of any description, including rights, options or interests in or in respect of any of the foregoing.

Surrender Value: the amount payable to you under your **Plan**, in accordance with the **Terms and Conditions**, following our acceptance of a **Written Request** for full surrender.

Terms and Conditions: the **Terms and Conditions** for the time being in force and as from time to time amended in accordance with their terms.

Trustee: the person appointed by us to be the **Trustee** of the **Investment Instruments** pursuant to the Guernsey regulatory policyholder protection regime (see section 23 'Planholder Protection'). The **Trustee** is different to a trustee of a trust, which is itself a **Planholder**.

Utmost Worldwide Limited: a company incorporated in Guernsey under Company Registration No. 27151. Registered Head Office address: Utmost Worldwide Limited, Utmost House, Hirzel Street, St Peter Port, Guernsey, Channel Islands, GY1 4PA. Any reference to **Utmost Worldwide Limited** includes its branches.

Written Notice: a notice in writing issued to you by us. A **Written Notice** may be issued to you through our 'Online Service Centre' or by e-mail.

Written Request: a request in writing from you or your authorised agent received by us, in any format we accept at that time.

Definitions Specific to Capital Redemption Plans ONLY

These definitions only apply if your **Plan** is a **Capital Redemption Plan**.

Maturity Benefit: the benefit which becomes payable to you on the **Maturity Date**, in accordance with the **Terms and Conditions**. It is calculated in accordance with section 13.2 'Maturity Benefit'.

Maturity Date: the ninety-ninth **Plan Anniversary**.

Plan: the single-premium contract agreed between you and us which is subject to:

- the **Application Booklet** as completed by you;
- the **Terms and Conditions** which contain all the standard **Plan** terms;
- the **Plan Schedule** first issued at the **Plan Commencement Date**;
- the **Charges Schedule** first issued at the **Plan Commencement Date**;
- any relevant statements made by you in relation to your **Plan** on which we rely; and
- all endorsements issued by us to the **Terms and Conditions**, **Plan Schedule** or **Charges Schedule**.

Definitions Specific to Life Insurance Plans ONLY

These definitions only apply if your **Plan** is a **Life Insurance Plan**.

Beneficiary: a person that is nominated by you to receive the **Death Benefit** under your **Plan**.

Death Benefit: the benefit payable under your **Plan**, in accordance with the **Terms and Conditions**, on the occurrence of the **Relevant Death**, following our acceptance of the claim.

Life Assured: a person insured by the **Plan** and on whose death the **Death Benefit** can become payable.

Plan: the single-premium contract agreed between you and us which is subject to:

- the **Application Booklet** as completed by you and the **Lives Assured**;
- the **Terms and Conditions** which contain all the standard **Plan** terms;
- the **Plan Schedule** first issued at the **Plan Commencement Date**;
- the **Charges Schedule** first issued at the **Plan Commencement Date**;
- any relevant statements made by you and/or a **Life Assured**, in relation to your **Plan** on which we rely; and
- all endorsements issued by us to the **Terms and Conditions**, **Plan Schedule** or **Charges Schedule**.

Relevant Death: the death of the **Life Assured** by reference to which the **Death Benefit** is payable being:

- for a single life **Plan**: the death of the only **Life Assured**;
- for a joint-life first death **Plan**: the death of the first of the two **Lives Assured** to die; and
- for a multiple-lives last survivor **Plan**: the death of the last surviving **Life Assured**.

1 PLAN SUMMARY

1.1 Description

Professional Portfolio is a single-premium investment-linked insurance contract agreed between you and **Utmost Worldwide Limited**. The contract comes into force when we accept your application and you pay a **Premium**.

The plan benefits are linked to the value of **Investment Instruments** chosen by you and which we place in the **Investment Fund**. The **Investment Value** is used as the basis for calculating the value of the plan benefits as well as certain plan charges.

The Investment Fund is a notional portfolio of Investment Instruments and we remain the beneficial owner of the underlying Investment Instruments at all times. You do not have any title to, or interest in, any Investment Instruments within the Investment Fund underlying your Plan. The Investment Instruments are used solely for the purposes of calculating the value of the Investment Fund and benefits of your Plan.

Your **Plan** will be subject to charges as set out in section 7 'Charges'.

Subject to local regulatory restrictions, Professional Portfolio can be written as either:

- a **Life Insurance Plan** written on a whole-of-life basis which pays a **Death Benefit** in the event of the **Relevant Death**; or
- a **Capital Redemption Plan** with a fixed term of 99 years after which a **Maturity Benefit** is payable.

You are required to select the type of contract on the **Application Booklet** and you cannot change this after the **Plan Commencement Date**.

We do not accept any responsibility for the suitability of the Plan for any particular circumstances and we strongly recommend that you take professional advice from a qualified adviser before selecting your contract type.

1.2 Available Plan Currencies

The Professional Portfolio product base currency is US Dollar. Money amounts in this document are expressed in US Dollar.

You may choose any one of the following as the **Plan Currency**: US Dollar, Pound Sterling, Euro, Hong Kong Dollar, Japanese Yen or Swedish Krona.

You select the **Plan Currency** on the **Application Booklet**. The **Plan Currency** cannot be changed while your **Plan** is in force.

Unless stated otherwise, commercial rates of exchange will be used to determine equivalent amounts in other currencies (see section 1.3 'Currency Exchange').

1.3 Currency Exchange

Premiums can be contributed in any currency subject to our acceptance.

Benefits payable under your **Plan** can be paid out, upon request, in a different currency from the **Plan Currency** or the currency of the underlying **Investment Instruments**.

Where necessary to pay benefits or to acquire **Investment Instruments**, we will convert **Cash** amounts to another currency at a commercial rate of exchange subject to any legislation or other restriction relating to exchange control. The commercial rate of exchange consists of a market rate to which we add a margin of up to 1% depending on the currency pair in question.

In calculating currency equivalents of the US Dollar amounts quoted in these **Terms and Conditions** (e.g. the minimum **Premium**) the same commercial rates of exchange are used except that the margin of up to 1% is not included.

Currency exchanges may occur within **Investment Instruments** and the exchange rates and margins applied by the **Investment Issuer** and/or the **Discretionary Fund Manager** may vary.

We do not accept responsibility for foreign exchange risk or for any additional costs associated with currency conversion or with making a payment in any particular currency.

1.4 Policies in Your Plan

Your **Plan** may be divided into equal and identical **Policies**. If you do not specify the number required on your **Application Booklet**, we will issue a **Plan** divided into 20 **Policies**. The minimum number of **Policies** within your **Plan** is one. The maximum number of **Policies** within your **Plan** is 100.

All **Premiums** are divided equally between each **Policy**. The value of each **Policy** will remain equal to the value of all other **Policies** while the **Plan** remains in force. It is not possible to allocate a particular **Investment Instrument** to a particular **Policy**. The number of **Policies** within a **Plan** may not be increased at any time. The number of **Policies** comprising your **Plan** may only be reduced due to a partial surrender (see section 9.2.1 'Surrender of a Policy' for details).

The arrangement of your **Plan** into **Policies** provides flexibility for you in the management of your **Plan** (e.g. through the full surrender of individual **Policies** (see section 9.2 'Partial Surrender')) and has no effect on the level of charges, risk and return profile, or benefits of your **Plan**.

We do not accept responsibility for selecting the number of Policies within a Plan and we strongly recommend that you take professional advice from a qualified adviser before selecting the number of Policies for your Plan.

1.5 Contract Variants

There are two variants of Professional Portfolio: **Life Insurance Plan** and **Capital Redemption Plan**.

1.5.1 Life Insurance Plan

Section 1.5.1 only applies if your **Plan** is a **Life Insurance Plan**.

Your **Plan** will remain in force until the earlier occurrence of a claim for **Death Benefit**, full surrender, plan cancellation during the cooling-off period or any other termination event set out in section 10 'Plan Termination by Utmost Worldwide'.

The contract provides life cover for you or others on whom you can legally take out a contract of life insurance. A person insured under your **Plan** is referred to as a **Life Assured**. The **Lives Assured** and the **Death Benefit** will be stated on the **Plan Schedule**.

You should obtain specialist legal advice should you have any concerns about your ability to take out a contract of life insurance in respect of any person named as a Life Assured.

The special conditions which apply to a **Life Insurance Plan** are set out in section 12 'Life Insurance Plan – Special Conditions'.

1.5.2 Capital Redemption Plan

Section 1.5.2 only applies if your **Plan** is a **Capital Redemption Plan**.

Your **Plan** will remain in force until the **Maturity Date** or the earlier occurrence of full surrender, plan cancellation during the cooling-off period or any other termination event set out in section 10 'Plan Termination by Utmost Worldwide'.

The contract provides a **Maturity Benefit** which becomes payable on the **Maturity Date**.

The special conditions which apply to a **Capital Redemption Plan** are set out in section 13 'Capital Redemption Plan – Special Conditions'.

2 PLAN OWNERSHIP

2.1 Planholder

Professional Portfolio is available to individuals aged at least 19 years old on their next birthday, companies or trustees on behalf of a trust. The maximum number of jointly named **Planholders** is four. If a **Planholder** is also a **Life Assured**, the age limits for a **Life Assured** will also apply (see section 12.1 'Life Assured').

All **Planholders** must sign any **Written Request** before we can accept it. This does not apply where an instruction to deal in **Investment Instruments** held with the **Default Custodian** is received from a **Portfolio Manager** appointed by all **Planholders** as their authorised agent (see section 5.1 'Portfolio Manager').

You may assign the rights and benefits of your **Plan** or place the **Plan** in trust (see section 2.2 'Assignment' and section 2.3 'Trust Arrangements').

2.1.1 Joint Ownership

Where there is more than one **Planholder**, you will own your **Plan** as joint owners.

If one or more of the joint **Planholders** dies while your **Plan** is in force (not being the **Relevant Death**) the surviving **Planholder(s)** will remain the legal owner(s) of the **Plan**. The remaining **Planholder(s)** may give any instructions in relation to the **Plan**, which may include surrender of the **Plan** (either fully or partially).

2.1.2 Succession

Where the sole **Planholder** or where there is more than one, all of the **Planholders** die or cease to exist while your **Plan** is in force (not being the **Relevant Death**) then the legal ownership of the **Plan** shall pass to the successors of the last surviving **Planholder**. A Grant of Probate will be required from the Royal Court of Guernsey to transfer ownership of your **Plan**.

We do not accept responsibility for the effectiveness of any estate planning issues or any direct or indirect liability for the payment of inheritance tax or death duties. You should give consideration to who will become the successor in respect of your Plan and take independent legal and tax advice regarding your circumstances. This advice should include how best to address your wishes, any restrictions on estate planning or heirship and any tax implications in any jurisdiction applicable to you.

2.2 Assignment

Subject to our written consent you may assign the rights and benefits of your **Plan** to a bank for security purposes or to a third party. The effect of an **Assignment** is that you will give up your rights under the **Plan**, including the right to claim any financial benefit or receive any information in relation to the **Plan**.

When you assign the rights and benefits of your **Plan**, you and the assignee will complete and sign an instrument of assignment. It is your responsibility to make sure that the instrument of assignment is suitable for your needs and is legally valid.

We do not accept responsibility for making sure that the instrument of assignment is suitable for your needs or is legally valid and you should obtain your own independent advice as necessary. The assignee of the Plan will be considered to be a new Planholder and will be subject to due diligence and our normal administration processes including, but not limited to, the verification of their identity and permanent residential address etc. We reserve the right to refuse the Assignment of a Plan to any assignee where due diligence cannot be completed to our sole satisfaction.

In order to give effect to an **Assignment**, you must immediately provide us with:

- notice of the **Assignment**, together with either the original or a certified true copy of the written instrument of assignment; and
- any further information, documentation or certifications we consider necessary in order to comply with section 16 'Provision of Information and Regulatory Reporting'.

If these requirements are not met to our satisfaction, we may decline to note the **Assignment** in our records and the **Assignment** will not take effect.

Once an **Assignment** has been noted in our records:

- The assignee becomes entitled to the rights and benefits under your **Plan**.
- We will not process any future transactions on your **Plan** unless we receive a **Written Request** from the assignee. We will refer instructions received from another party (such as you as the original **Planholder**) to the assignee before taking any action.
- The assignee will be assumed to have control over investment decisions under the **Plan**. Any appointment of a **Portfolio Manager** will be automatically revoked, unless the assignee agrees with us in writing to continue the appointment of the **Portfolio Manager**.
- Where the terms of the instrument of assignment allow, the assignee will have the power to appoint a new or alternative **Portfolio Manager**.

2.3 Trust Arrangements

Note: The trust arrangements described in this section are separate from the trust arrangements imposed by Guernsey policyholder protection requirements (see section 23.1 'Planholder Protection').

Your **Plan** may be placed in trust, in which case the trustees will be the legal owners of the **Plan**.

If a **Plan** is placed in trust, it is the responsibility of the settlor(s) to make sure that the trust arrangement is legally valid and is suitable for their needs.

We do not accept responsibility for any trust arrangement used for holding a Plan and we strongly recommend that any settlor(s) should obtain independent professional advice from a suitably qualified adviser as necessary.

We must be provided with the original or a certified true copy of the trust instrument, which created the trust.

If the **Plan** is held on trust:

- The trustees have legal ownership of the **Plan**.
- All future transactions on the **Plan** (e.g. full or partial surrenders) will only be processed by us if we receive a **Written Request** from the trustees. Instructions received from another party (such as the settlor(s) or the original **Planholder**) will be referred to the trustees before we take any action.
- The trustees will be assumed to have control over investment decisions under the **Plan**, with the exception of where a **Portfolio Manager** has been appointed or in respect of a **Discretionary Portfolio**.
- Where the terms of the trust instrument allow, the trustees will have the power to appoint a **Portfolio Manager** or to revoke any appointment already in place.

Where a trustee is entitled to charges under the trust instrument, we can pay such charges from the **Plan** provided that the conditions set out in section 7.6 'Third-party Charges (Optional)' are met.

3 PREMIUMS

3.1 Minimum Premium

The initial **Premium** must total at least USD150,000 (or currency equivalent) and an additional **Premium** must be at least USD15,000 (or currency equivalent).

This value may include the settlement value (at the time of transfer to us) of **Securities** already held by you, subject to our agreement (see section 4.4 'Permissible Investment Instruments').

3.2 Payment of Premiums

Premiums in **Cash** must be paid by electronic transfer to a collection account belonging to us (details of which are available from us on request) using 'Utmost Worldwide' and the plan number (if known) as a reference. We will not accept payments from third parties.

You can re-register **Securities** you already own into the **Plan** as an *in specie* **Premium** subject to our acceptance and provided that the **Securities** meet our permissible **Investment Instrument** types (see section 4.4 'Permissible Investment Instruments'). Where such **Securities** are to be held with an **Authorised Custodian**, they must be held by you with that **Authorised Custodian** immediately prior to re-registration. **Securities** for investment must be re-registered in the name of our nominees. The resulting **Premium** is the settlement value of the **Securities**.

Premiums can be contributed in any currency subject to our acceptance (see section 1.3 'Currency Exchange').

The initial **Premium** is contributed at the **Plan Commencement Date**.

An additional **Premium** may be contributed to a **Life Insurance Plan** at any time. An additional **Premium** can only be contributed to a **Capital Redemption Plan** if the period between the date the **Premium** is allocated and the **Maturity Date** is greater than the period for which early discontinuance charges would apply in respect of that additional **Premium** (see section 7.1.4 'Early Discontinuance Charge').

3.3 Premium Allocation

100% of any **Premium** accepted will be allocated to your **Plan** and form part of the **Investment Fund**. Following this allocation, **Investment Instruments** will be acquired or re-registered and will form the **Investment Fund**.

4 INVESTMENT INSTRUMENTS

Professional Portfolio adopts an open approach to investment which allows you to choose any asset (e.g. funds, stocks, bonds and **Discretionary Portfolios**) as the **Investment Instruments** to be held within the **Investment Fund**, provided that the **Investment Instrument** is considered by us to be a permissible **Investment Instrument** (see section 4.4 'Permissible Investment Instruments').

Detailed information on the **Investment Instruments** themselves including investment restrictions and borrowing powers applicable to the **Investment Instruments** can be found in the individual **Investment Instrument** prospectus and/or offering documents, which are available from your **Financial Adviser** or the relevant **Investment Issuer**.

In choosing **Investment Instruments**, you should undertake such due diligence or seek such independent advice, as you consider necessary. It is your responsibility to ensure that you have read and understood the prospectus and/or offering documents and other supplementary documentation in respect of any **Investment Instrument** considered or selected. You should understand and accept the terms and risks associated with any **Investment Instruments** chosen.

We do not provide investment advice. This should be sought from your **Financial Adviser** or **Portfolio Manager**. Such advisers are appointed by you at your own risk and we do not conduct due diligence or impose minimum requirements. We recommend that you ensure that your chosen **Financial Adviser** or **Portfolio Manager** is properly regulated, sufficiently qualified and experienced to provide you with investment advice, taking into account your personal circumstances and risk attitude.

We do not accept responsibility for the selection or suitability of any Investment Instrument for any Planholder or for the quality of investment advice provided by or investment decisions made by any Financial Adviser, Portfolio Manager or Discretionary Fund Manager. Similarly, we do not accept responsibility for any liability for any direct or indirect financial losses incurred as a consequence of investment advice provided by any third party or as a consequence of investment risk or the default or failure of any Investment Instrument, for any reason whatsoever. We strongly recommend that you seek professional advice regarding Investment Instruments from a suitably qualified and regulated investment adviser.

We remain the beneficial owner of the Investment Instruments at all times. You do not have any title to, or interest in, any Investment Instruments within the Investment Fund underlying your Plan. The Investment Instruments are used solely for the purposes of calculating the value of the Investment Fund and benefits of your Plan.

You will not be consulted nor provided with an opportunity to participate in any corporate action in relation to any Investment Instrument within the Investment Fund.

4.1 Custody of Investment Instruments

We remain the beneficial owner of the **Investment Instruments** held within the **Investment Fund** underlying the **Plan** at all times and they are held by the **Trustee** using one or more **Custodians**. The **Custodian** is responsible for the safe keeping of the **Investment Instruments** and to ensure that everything necessary is done to effect any requested dealing instructions.

Where the services of an **Authorised Custodian** are being used, **Investment Instruments** with a value of at least USD50,000 (or currency equivalent) must be placed with each **Authorised Custodian**. This is subject to any higher minimum applied by the **Authorised Custodian**. Where additional **Investment Instruments** are placed with an **Authorised Custodian**, these must have a value of at least USD15,000 (or currency equivalent) (see section 3.1 'Minimum Premium').

Investment Instruments are held in trust with the **Trustee** at all times for the purposes of the Guernsey regulatory policyholder protection scheme (see section 23.1 'Planholder Protection' for further information).

4.2 Discretionary Portfolio

A **Discretionary Portfolio** (held with an **Authorised Custodian** and managed by a **Discretionary Fund Manager**) can be held within the **Investment Fund** underlying your **Plan**. We will appoint a **Discretionary Fund Manager**, nominated by you, to manage each **Discretionary Portfolio** held. The **Discretionary Fund Manager** will have full discretionary authority to manage the **Discretionary Portfolio**, subject to section 4.4 'Permissible Investment Instruments' and your chosen investment strategy.

4.3 Investment Risk

The investment risk of the individual Investment Instruments and the overall Investment Fund is borne entirely by you. We are not responsible for investment decisions and any choice of Investment Instrument is entirely at your own risk.

You should ensure that the **Investment Instruments** chosen by you or your authorised agents are suitable for you bearing in mind your investment objectives and attitude to risk.

We do not accept any liability for any losses incurred under your **Plan** as a result of the performance of any **Investment Instrument** or for any losses, damages or costs (including but not limited to legal fees) resulting from us acquiring any **Investment Instrument**.

We reserve the right to require you to sign a suitably worded disclaimer stating that you understand the risks associated with a particular **Investment Instrument** and that you understand that you are investing at your own risk.

Acceptance of a **Security** into the **Investment Fund** will only take place after we carry out any due diligence we consider necessary and decide to accept that **Security**. This may delay the acquisition or re-registration of your chosen **Security**. Our acceptance of a **Security** into the **Investment Fund** is not an endorsement or recommendation of that **Security**.

4.4 Permissible Investment Instruments

We have the right at our sole discretion to refuse to accept any **Investment Instrument** for inclusion within the **Investment Fund**. It may also be necessary for us to carry out detailed research on a proposed **Investment Instrument** to confirm that it meets our acceptance criteria. Where we do so in order to satisfy a **Written Request** from you to include a specific **Investment Instrument** in the **Investment Fund** of your **Plan**, we reserve the right to apply an ad-hoc charge to your **Plan** (see section 7.3.3 'Additional Ad-hoc Charges'). Information on permissible **Investment Instrument** types is available from us on request.

We can refuse to or cease to classify any **Investment Instrument** as a permissible **Investment Instrument** at any time and for any reason. Such reasons may include, but will not be limited to, the following:

- it does not or no longer complies with any restrictions or discretionary criteria imposed by us;
- it does not comply with or ceases to comply with any applicable law or regulation;
- we believe that it is not a permitted investment for a life insurance company; or
- it would otherwise involve us in a loss, penalty or other detriment whether financial or otherwise.

Where the **Investment Fund** holds an **Investment Instrument** which cannot be classified by us as a permissible **Investment Instrument** or has ceased to be classified as a permissible **Investment Instrument**, we will withdraw the **Investment Instrument**. See section 4.8 'Withdrawal of an Investment Instrument' for details of how and when this arises.

In addition, the available choice and/or re-registration of **Investment Instruments** may also be restricted by applicable regulation.

4.4.1 United Kingdom

There are specific tax considerations for holding a **Plan** if you are a United Kingdom (“UK”) resident or planning to move or return to the UK in the future.

UK tax legislation enables Her Majesty’s Revenue and Customs (“HMRC”) to recognise a **Plan** as a “Personal Portfolio Bond” or a “Pooled Portfolio Bond”, dependent on the **Investment Instruments** available to and constituting the **Investment Fund**. Typically, a Personal Portfolio Bond provides greater choice of **Investment Instruments** however, the tax consequences may be less advantageous, depending on your personal circumstances. For more information about such tax consequences you should speak to your tax and/or legal adviser.

The **Plan** offers you the ability to select between a “Personal Plan” and a “Pooled Plan” within the **Application Booklet** (see section 4.4.1.1 ‘Personal Plan’ and section 4.4.1.2 ‘Pooled Plan’). Your **Plan Schedule** shows the classification chosen. However, the **Investment Instruments** that you have chosen will ultimately determine whether HMRC consider the **Plan** as a Personalised or Pooled Portfolio Bond. You are solely responsible for ensuring that you choose the product classification that is appropriate for you and your tax position.

Where you choose a Pooled Plan, you must ensure that any **Investment Instruments** chosen for your **Plan** comply with section 517 of the **ITTOIA** (see section 4.4.1.2 ‘Pooled Plan’). We do not accept any responsibility in the event that your **Plan** is classified as a Personal Portfolio Bond as a result of the selection of **Investment Instruments** that do not comply with section 517 of the **ITTOIA**.

We do not provide tax advice in any jurisdiction and we do not accept responsibility for the management of tax liabilities that you may incur in any jurisdiction. You should evaluate the classification of your Plan and the associated tax consequences prior to taking up residence in the UK and seek specialist tax and/or legal advice in relation to your particular circumstances. We do not accept liability for any tax obligation that may be imposed on you by any tax authority as a consequence of directly or indirectly holding or participating in a Plan.

4.4.1.1 Personal Plan

Paragraph 4.4.1.1 only applies if your **Plan** is a Personal Plan.

The **Investment Fund** of a Personal Plan can include listed equities, bonds, collectives, currencies and certain structured products, subject to our agreement.

It is expected that a Personal Plan will be classified by HMRC as a Personal Portfolio Bond as defined by section 515-526 of the **ITTOIA**.

4.4.1.2 Pooled Plan

Paragraph 4.4.1.2 only applies if your **Plan** is a Pooled Plan.

The **Investment Fund** of a Pooled Plan is restricted to **Investment Instruments** which can be held without the **Plan** being considered a Personal Portfolio Bond under sections 515-526 of the **ITTOIA**. Information on the **Investment Instruments** which can be held within a Pooled Plan is set out in this legislation and is available from us, on request.

In summary and for indication purposes only, the **Investment Fund** of a Pooled Plan is restricted to:

- an index that is generally available to all **Plans**, such as the retail prices index or an index similar to the retail prices index that is published by the government of any foreign state or an agent of such a government or any published index of prices of shares listed on a recognised stock exchange; and
- units in a UK authorised unit trust, shares in an investment trust, shares in an open-ended investment company, **Cash**, collective investment funds such as interests in a non-UK closed ended investment company, a non-UK unit trust scheme or other forms of non-UK collective investment funds.

These rules are subject to change and you should always consult the relevant legislation and/or seek your own professional tax advice before selecting a Pooled Plan or **Investment Instruments** to be allocated to a Pooled Plan.

It is not intended that a Pooled Plan will be classified by HMRC as a Personal Portfolio Bond as defined by section 515-526 of the **ITTOIA** but this cannot be guaranteed.

4.5 Un-invested Cash

Where **Cash** has not been allocated to an **Investment Instrument** but remains within the **Investment Fund**, it will be allocated to the **Call Deposit Accounts** (including the **Plan Currency Account**) which will be created to hold un-invested **Cash** and will form part of the **Investment Fund**.

Call Deposit Accounts can be used to manage un-invested **Cash**, to facilitate the acquisition of **Investment Instruments**, to utilise currencies other than the **Plan Currency** and to facilitate payments in currencies other than the **Plan Currency**.

We will act with reasonable skill and care in the selection and monitoring of any bank with whom **Call Deposit Accounts** are held, but will not be liable for losses resulting directly or indirectly from the actions, omissions, liquidation, bankruptcy or insolvency of such bank.

We do not accept responsibility for the counterparty credit risk of any Cash allocated to a Call Deposit Account. We do not accept liability for any loss of capital arising directly or indirectly from the holding of a Call Deposit Account within the Investment Fund, regardless of how such a loss was sustained.

4.5.1 Interest Applied to Call Deposit Accounts with Positive Balances

Credit interest will be applied to **Call Deposit Accounts** at the rate offered by the relevant **Custodian** to its clients on balances of a similar size or type. **Negative as well as positive interest rates may be applied by the Custodian.**

Interest rates will vary by currency, balance level and **Custodian**. Interest on each account is calculated and applied by the relevant **Custodian**.

Where a **Call Deposit Account** is held with the **Default Custodian**, the interest rate is the rate applied by the **Default Custodian** less up to 1% per annum, which we retain. For example, if the **Custodian** rate is 2% and our retained margin is 1%, the net interest applied to the **Call Deposit Account** is 1%.

Where the rate applied by the **Default Custodian** is between 0% and 1%, we retain the interest in full and the rate applied to the **Call Deposit Account** will be 0%. Where the rate applied by the **Default Custodian** is less than or equal to 0%, that rate is applied to the **Call Deposit Account** and we do not retain any interest.

4.5.2 Plan Currency Account

The **Investment Fund** will include a **Call Deposit Account** held in the **Plan Currency**, referred to as the **Plan Currency Account** which will be established with the **Default Custodian**. Plan charges will be deducted by us from the **Plan Currency Account**. You should ensure that you maintain sufficient **Cash** in the **Plan Currency Account** to cover all charges associated with the **Plan** as they fall due at all times, in order to avoid an overdrawn balance.

4.5.3 Overdrawn Balances

Where there is insufficient Cash in the Plan Currency Account to pay charges as they fall due, including any third-party charges that you have asked us to facilitate, the account will become overdrawn.

Similarly where there is a delay in the disposal or settlement of Investment Instruments (see section 5.2 'Making Changes to the Investment Fund') that are required to finance the acquisition of new Investment Instruments, one or more Call Deposit Accounts may become overdrawn.

The value of the **Investment Fund** will be reduced by the amount of any overdraft. Debit interest will be charged on all overdrafts. We will not specifically advise you of an overdraft that arises within a **Call Deposit Account** and you should monitor the level of **Cash** that is available within the **Investment Fund** to reflect the expected level of investment activity and deduction of charges accordingly.

The debit interest rate applied to an overdrawn balance is the rate applied by the **Default Custodian** plus up to 1% per annum which we add. For example, if the holding bank rate is 2% and our margin is 1%, then the interest charged to the overdrawn account is 3%.

Debit interest rates may vary per currency and balance level. Where the **Call Deposit Account** is held with the **Default Custodian**, debit interest is calculated on a daily basis and deducted from the relevant **Call Deposit Account** on the last day of each month.

In the event that an overdrawn balance has persisted for a period of over three months, we may at our absolute discretion, insist on such balance being cleared and will request that you dispose of **Investment Instruments** or pay an additional **Premium** to clear the overdraft. We reserve the right to dispose of **Investment Instruments** of our choosing to bring a **Call Deposit Account** back into credit.

Requests for overdrafts are permitted at our sole discretion and are in any event subject at all times to the agreement of the Custodian. An overdraft facility will not be made available to fund a partial surrender or a regular withdrawal.

Where an overdraft is created by a transaction that has been instigated by you, or the overdraft arises as the direct or indirect consequence of your instructions or requests, or the overdraft is necessary to cover the legitimate charges or debit interest costs applicable to the **Plan**, then you will be deemed to have requested the overdraft and we will be entitled to dispose of **Investment Instruments** to clear such overdraft either in full or in part at our sole discretion and in any manner that we may determine.

4.6 Minimum Holding

The minimum value that can be held in relation to a single **Security** is USD7,500 (or currency equivalent). **Investment Issuers**, including **Discretionary Fund Managers** and **Custodians** can impose higher minimums in respect of a **Security** or **Discretionary Portfolio**, in which case the higher minimum amount will apply.

If you wish to retain any individual **Security** in the **Investment Fund**, you must make sure that the **Market Value** of the holding does not fall below USD7,500 (or currency equivalent) or such other minimum as may be imposed by the **Investment Issuer** or **Custodian**. If the value of a **Discretionary Portfolio** breaches the minimum imposed by a **Discretionary Fund Manager**, the **Discretionary Fund Manager** may require closure of the **Discretionary Portfolio**, which we will facilitate upon request.

To avoid the minimum being breached in relation to any of your **Investment Instruments**, you can choose to submit an additional **Premium** (see section 3.1 'Minimum Premium' for details of minimum amounts) to acquire more of that **Investment Instrument**. Alternatively, you can choose to trade between **Investment Instruments** within your **Plan**. Where the minimum is breached for any reason (including, but not limited to, deduction of charges, volatility in **Market Value**, partial surrender and/or fluctuation in currency exchange rates) we reserve the right to dispose of the remainder of the **Investment Instrument** and credit the settlement proceeds to an appropriate **Call Deposit Account** within your **Plan**.

We do not accept responsibility for any loss in the value of your Plan resulting directly or indirectly from a failure to observe the minimum holding criteria detailed above.

4.6.1 Investment Instrument Diversification

At least 10% of the **Investment Fund** must be held in **Liquid Assets**. Where greater than 80% of the **Investment Value** of the **Investment Fund** is linked to a single **Security**, at least 5% of the **Investment Fund** must be held in **Cash** or near cash assets in the **Plan Currency**.

In the event these minimums are breached, we reserve the right to review your **Plan**. Where we identify a breach, we will inform you of the situation by way of a **Written Notice**. We will give you the opportunity to submit a dealing request or an additional **Premium** to rectify the situation.

If we do not receive the requested dealing instruction or additional **Premium** within the time specified in the **Written Notice**, we may dispose of any **Investment Instruments** necessary to return the **Plan** to within these limits. **Investment Instruments** disposed of will be chosen at our sole discretion. The settlement value of any **Investment Instrument** disposed of will be credited to a **Call Deposit Account** held in the corresponding currency.

4.7 Dividends

From time to time we may receive dividends in relation to **Investment Instruments** held within the **Investment Fund**. The value of dividends allocated to your **Investment Fund** will be net of any applicable withholding tax deducted at source in the country of origin.

You make an election in the **Application Booklet** to determine whether dividends should be allocated to your **Investment Fund** as **Cash** or as additional shares/units of the associated **Investment Instrument**. It is not possible to change this selection while your **Plan** is in force. Where **Investment Instruments** are held with the **Default Custodian**, this selection will be followed except where the **Investment Issuer** only facilitates cash dividends. Where a **Discretionary Portfolio** is held with an **Authorised Custodian**, the **Discretionary Fund Manager** will decide how dividends are handled within the **Discretionary Portfolio**.

We will always retain dividends and they will form part of the **Investment Fund** and therefore, cannot be paid out to you as income under any circumstances.

Where an **Investment Instrument** is disposed of between the declaration and payment dates of a dividend which is received in the form of shares/units of the **Investment Instrument**, then we reserve the right to dispose of these shares/units and credit the realised value to the appropriate **Call Deposit Account**.

If a full surrender, **Death Benefit** or **Maturity Benefit** has been paid between a dividend declaration and payment date, only dividends of more than USD150 (or currency equivalent) will be paid to you.

4.8 Withdrawal of an Investment Instrument

An **Investment Issuer** may withdraw availability of an **Investment Instrument** at its own discretion or we may exercise our right to dispose of an **Investment Instrument** from the **Investment Fund** (see section 4.4 'Permissible Investment Instruments').

Withdrawal of availability of an **Investment Instrument** can apply to either future holdings only (in which case existing holdings can continue to be held) or to both future and existing holdings (in which case any existing holding must be disposed of).

Where, as a result, it is necessary to dispose of an existing **Investment Instrument** holding, we will give you **Written Notice** of our intention to dispose of the affected **Investment Instrument**, one month in advance of the withdrawal. If any applicable law or regulation requires a longer notice period, we will comply with this requirement. Where, due to circumstances beyond our control, we are unable to comply with the period of notice set out in this document, we will use all reasonable efforts to provide as much notice as possible.

In the **Written Notice** you will be asked to provide us with your instructions regarding alternative **Investment Instruments** to acquire. If we do not receive investment instructions within the time specified in the **Written Notice**, we will dispose of the affected **Investment Instrument** and credit the settlement proceeds to a **Call Deposit Account** in the currency of that **Investment Instrument**.

We do not accept any responsibility or liability for financial losses caused either directly or indirectly by the withdrawal of an Investment Instrument for reasons that are beyond our control.

4.9 Investment Instrument in Suspension

Trading in an **Investment Instrument** may be suspended from time to time by the **Investment Issuer** and/or under the direction of a regulatory body or the operation of law. A suspension in trading may reflect either a temporary difficulty for the **Investment Instrument** or a more serious issue such as the forced liquidation of the **Investment Instrument** which may ultimately result in the loss of substantially all of the capital allocated to the **Investment Instrument**.

During a period of suspension, we may not receive reliable pricing information from the **Investment Issuer** and we may not be able to provide an accurate valuation of the **Investment Instrument** and it will not be possible to trade into or out of the **Investment Instrument**.

Where this occurs we may at our sole discretion, adjust the recorded value for the **Investment Instrument** on a prudential basis for the purposes of calculating your plan values. If the suspension of the **Investment Instrument** is lifted while your **Plan** is in force, any value restored will automatically uplift the **Investment Value** of your **Plan**.

We will use our best endeavours to write down the value of a suspended Investment Instrument in order to reflect our view of the prospects (if any) of recovering a capital sum from the Investment Instrument. We do not accept responsibility for any financial loss arising from the temporary or permanent suspension of an Investment Instrument or liability for any consequential losses that may be incurred by the Plan or any Planholder as a consequence of a suspension or arising from our decision to impair the value of an Investment Instrument, or not, as the case may be.

4.10 Re-registration of an Investment Instrument

We may, at our sole discretion, facilitate the transfer of ownership of an **Investment Instrument** held within your **Plan** to you on an *in specie* basis in the following circumstances:

- a claim for full surrender, **Death Benefit** or **Maturity Benefit** has been made;
- the disposal of the **Investment Instrument** in question is required to pay the claim; and
- trading in the **Investment Instrument** is suspended and we have been unable to dispose of the **Investment Instrument** for a period of at least three months.

We reserve the right to apply an additional ad-hoc charge (see section 7.3.3 'Additional Ad-hoc Charges') when re-registering **Investment Instruments**. In addition, all dealing and transfer charges with respect to the **Investment Instrument** must be borne by you.

For the purposes of providing a valuation for the claim, we will value the **Investment Instrument** at either:

- the **Market Price** (bid) of the **Investment Instrument** on its last available **Dealing Day**; or
- where a **Market Price** (bid) is not available or in our view does not represent the true current value of the **Investment Instrument**, such other price as we, in consultation with the **Appointed Actuary** consider reasonable.

4.11 Failure of a Counterparty

Where the **Investment Fund** includes **Cash** held in a **Call Deposit Account** or any other **Investment Instrument**, a failure of the account holding bank could result in the loss of that **Cash** and a corresponding reduction in the **Market Value** of the **Plan**.

If an **Investment Issuer** or any of the counterparties associated with holding **Investment Instruments** (including, without limitation, **Custodians**, banks, brokers, dealers and exchanges) is liquidated or declared bankrupt, this may result in a significant loss to the value of your **Plan**.

We do not accept responsibility for the failure of a counterparty or the loss of Cash that may be held with such a counterparty. The risk of the failure of a counterparty is borne entirely by you (see section 4.3 'Investment Risk').

5 INVESTMENT MANAGEMENT

You are responsible for investment decisions made in relation to the Investment Fund of your Plan and for the selection of Investment Instruments, including Discretionary Portfolios. We do not provide investment advice and we strongly recommend that you obtain investment advice from a qualified and regulated investment adviser.

You should send any **Written Requests** for the acquisition or disposal of **Investment Instruments** directly to us at the address on the back cover of this document.

Professional Portfolio allows you to tailor the **Investment Fund** underlying your **Plan** to meet your investment objectives or other needs. You can direct the investment management of the **Investment Fund** of your **Plan** in relation to **Investment Instruments** held with the **Default Custodian** yourself, or you can delegate this responsibility by appointing a **Portfolio Manager** (see section 5.1 'Portfolio Manager') to provide instructions on your behalf.

You can also choose to include a **Discretionary Portfolio** that is managed by a **Discretionary Fund Manager** and held with an **Authorised Custodian** within the **Investment Fund** underlying your **Plan**. A **Written Request** for the acquisition or disposal of a **Discretionary Portfolio** must be signed by you, even where a **Portfolio Manager** has been appointed.

5.1 Portfolio Manager

You may, with our agreement, appoint a **Portfolio Manager** to instruct us in relation to the **Investment Instruments** held with the **Default Custodian**. The **Portfolio Manager** will have the power to instruct us directly in relation to these **Investment Instruments**, without consulting you.

You are responsible for the selection and appointment of a **Portfolio Manager** and must make yourself aware of any risks associated with such an appointment. Our acceptance of such an appointment, is not an endorsement or recommendation of that person's role. We will not accept the appointment of a **Portfolio Manager** unless they are duly authorised by all **Planholders**. We will not play a part in any assessment of your investment risk profile and we will not monitor your **Plan** to confirm that your **Portfolio Manager** is acting in accordance with any agreement between you and your **Portfolio Manager**.

Where you enter into an agreement with a **Portfolio Manager**, you may elect for any charges due under the agreement to be paid in accordance with section 7.6 'Third-party Charges (Optional)'. The powers of the **Portfolio Manager** and the charges payable will be set out in the 'Appointment of an Investment Manager' form, which you must complete and sign to make an appointment.

We do not conduct due diligence on your chosen Portfolio Manager on your behalf and all appointments are accepted by us at your risk. We do not monitor the suitability, the performance or the risk of any particular Investment Instrument selected by the Portfolio Manager for inclusion in your Plan. We, therefore, strongly recommend that you appoint only individuals or entities that are qualified, experienced and regulated in the provision of investment advice or investment management to be Portfolio Manager. We further recommend that you monitor your Investment Fund to ensure that your investment risk profile is being observed by your Portfolio Manager.

5.2 Making Changes to the Investment Fund

You can provide us with a **Written Request** to change the **Investment Instruments** within the **Investment Fund** at that time. **Investment Instrument** transactions are allowed only at plan level and will be applied equally across all **Policies** in your **Plan**.

The minimum net transaction value is USD7,500 (or currency equivalent) per transaction following deduction of trading costs. The minimum additional allocation to or withdrawal from a **Discretionary Portfolio** is USD15,000 (or currency equivalent) per transaction. Transactions are allowed subject to maintaining at least USD7,500 (or currency equivalent) in any one **Investment Instrument** and maintaining the minimum level of **Liquid Assets** set out in section 4.6.1 'Investment Instrument Diversification' and any restriction applied by the relevant **Investment Issuer** and/or **Custodian**.

We will process **Written Requests** to acquire **Investment Instruments** in the order in which they are submitted, subject to our acceptance of the **Investment Instrument** (see section 4.4 'Permissible Investment Instruments'). This means that an **Investment Instrument** which we have previously accepted will be acquired before an **Investment Instrument** which requires research, regardless of the order in which **Written Requests** were submitted.

Unless you tell us otherwise, we will use the **Call Deposit Account** in the same currency as the chosen **Investment Instrument** to acquire the **Investment Instrument**. You must ensure there is sufficient **Cash** available within the relevant **Call Deposit Account** to fund any acquisition that you wish to request.

We may, at our sole discretion, acquire an **Investment Instrument** where there is a prior or concurrent instruction to dispose of an existing **Investment Instrument** to fund the acquisition, provided that:

- the **Investment Instrument** being acquired is acceptable to us (see section 4.4 'Permissible Investment Instruments');
- the value realised from the disposal of the existing **Investment Instrument** will be sufficient, either on its own or combined with the **Cash** available in the **Call Deposit Account**, to fund the acquisition of the new **Investment Instrument**; and
- the resulting overdrawn balance does not exceed 20% of the **Investment Value**.

Transactions are allowed only at plan level and will be applied equally across all **Policies** in your **Plan**. External charges may apply on **Investment Instrument** transactions (see section 7.1 'Plan Charges', section 7.3.1 'Trading Charges' and section 7.5 'Investment Instrument Charges').

The disposal of an **Investment Instrument** will take effect on the next available **Dealing Day**, following receipt of the proper **Written Request**.

The acquisition of a replacement **Investment Instrument** will take effect on the next available **Dealing Day**, following:

- acceptance by us of the **Investment Instrument** (see section 4.4 ‘Permissible Investment Instruments’); and
- receipt of settlement for the **Investment Instrument** disposed of except, where we have agreed to allow an acquisition to proceed prior to receiving settlement of the disposal in progress.

5.2.1 Investment Instruments Held by Default Custodian

Where **Investment Instruments** are held with the **Default Custodian**, we will endeavour to record all **Written Requests** for transactions in accepted **Investment Instruments** in accordance with the following timelines. Where the **Written Request** is received before 10.30am¹, for non-equity **Investment Instruments** and 3.30pm for equity **Investment Instruments**, it will be recorded with our counterparty each **Business Day**, for execution in line with the procedures defined above. **Written Requests** received after this cut-off time will be recorded for execution on the following **Business Day**. In the event of heavy demand, we reserve the right to apply an earlier cut-off time.

Transactions we process in relation to the **Investment Fund** of your **Plan** are not subject to regulatory “best execution” obligations at plan level. However, we will ensure that all reasonable efforts are taken to ensure that **Planholders** are treated fairly and equitably in the allocation and pricing of transactions in individual **Investment Instruments**.

5.2.2 Transactions Within a Discretionary Portfolio

The relevant **Discretionary Fund Manager** will have the power to instruct the relevant **Authorised Custodian** to deal in the **Cash** and **Securities** held within a **Discretionary Portfolio**. Any restrictions applied by a relevant **Investment Issuer** will apply to the **Securities** within the **Discretionary Portfolio**.

The **Discretionary Fund Manager** will follow their own internal practices with respect to frequency of transactions and the pooling of instructions when trading **Securities** within the **Discretionary Portfolio**.

5.2.3 Change of Custodian

You can request to add an **Authorised Custodian** to your **Plan** or change the **Authorised Custodian** with whom a **Discretionary Portfolio** is held by providing us with a **Written Request**. The proposed **Authorised Custodian** must already have been approved by us and by the **Trustee**. Such requests will incur a charge (see section 7.3.2 ‘Change of Custodian Charge’).

Where you request to make a transfer from an existing **Discretionary Portfolio** to a new **Authorised Custodian**:

- you must specify a **Cash** amount to be transferred;
- you must either transfer the value of the entire holding or retain at least USD50,000 (or currency equivalent) in the existing **Discretionary Portfolio**; and
- you must place a minimum value of USD50,000 (or currency equivalent) with the new **Authorised Custodian**.

5.2.4 Trade Execution

We are responsible for the processing of transactions within the **Investment Fund** which will be reflected at plan level. The role of the **Custodian** is to ensure that everything necessary is done to effect the requested transaction in relation to the underlying **Investment Instrument**. All transactions will be carried out in accordance with applicable laws, regulations and normal market practice for the transaction concerned and in accordance with each **Custodian’s** normal practice.

¹ Times shown are in Guernsey local time, you should note that daylight saving time operates in Guernsey. This currently operates from the last Sunday in March to the last Sunday in October, but is subject to change.

This may involve the use of a recognised securities depository or clearing agency. All transactions will be carried out and all **Securities** will be held subject to the rules and customs of the relevant stock exchange, securities market, clearing house or securities depository as may be applicable.

We may not act on **Written Requests** relating to **Investment Instruments** where:

- the instructions are not received in time for the required action to be taken;
- complying with the instruction may, in our opinion, not be practicable or breach a relevant law, rule or regulation; or
- all the necessary information, documentation or **Investment Instruments** to implement the instructions are not available to us.

6 PLAN VALUATIONS

The latest available buying and selling prices of an **Investment Instrument** underlying your **Plan** and the associated **Dealing Days** are available from us or the relevant **Discretionary Fund Manager** on request. Certain **Investment Instruments** may not be listed on a stock exchange and/or may be illiquid and/or a ready independent market valuation may not be otherwise available and therefore, we may attribute a valuation to a particular **Investment Instrument** that is based on alternative valuation methods, where it is deemed by us to be necessary or prudent in relation to the valuation of such **Investment Instruments**. Such valuation methods may necessarily involve a level of subjectivity for which objective support is, by its nature, unavailable.

We may, at our sole discretion, impair the recorded value for an **Investment Instrument** where there are reasonable grounds to believe that it is not possible to trade into or out of the **Investment Instrument** in a reasonable timeframe (see section 4.9 'Investment Instrument in Suspension'). We will take all reasonable steps to inform affected **Planholders** where this occurs.

The return on your Plan is based on the collective financial performance of your chosen Investment Instruments within the Investment Fund, including Securities that are transferred *in specie* from time to time and net of the on-going charges, which will be deducted from your Plan as and when they fall due for payment.

In calculating the value of your Plan, we will rely on information received from the Custodian and other market sources with regards to prices and Investment Instruments held. We do not accept responsibility for the errors or omissions of any Custodian or other market sources and we will not be liable for any inaccuracies or any direct or indirect losses that you may incur as a result of relying on such information.

6.1 Investment Value

The **Investment Value** of your **Plan** is calculated using the **Market Price** (bid) of each **Investment Instrument** in the **Investment Fund** on its last available **Dealing Day**. For valuations, **Investment Instruments** denominated in currencies other than the **Plan Currency** will be valued in their own currency and then converted to the **Plan Currency** (see section 1.3 'Currency Exchange'). The **Investment Value** is used as the basis for calculating the value of your benefits under the **Plan** as well as certain charges which apply to your **Plan** (see section 7 'Charges').

In circumstances where trading in an Investment Instrument has been suspended, the Market Price (bid) on its last available Dealing Day may not accurately reflect the true value of the Investment Instrument and we reserve the right to impair the value of any Investment Instrument, including writing down the value to nil, where we consider it prudent to do so and we will take all reasonable steps to inform you accordingly (see section 4.9 'Investment Instrument in Suspension').

If the **Investment Value** of your **Plan** becomes insufficient to cover the on-going charges as they fall due or the minimum **Investment Value** required (see section 6.1.1 'Minimum Investment Value') is not maintained, we will advise you by way of a **Written Notice** and provide the opportunity to contribute an additional **Premium**. If no action is taken, we reserve the right to terminate your **Plan** at our sole discretion (see section 10 'Plan Termination by Utmost Worldwide'). Such a termination may be subject to charges (see section 7 'Charges') and as a result you may lose all benefits accrued under your **Plan**.

6.1.1 Minimum Investment Value

You must maintain an **Investment Value** of at least 20% of all **Premiums** paid at all times.

If the **Investment Value** falls below this minimum amount and no additional **Premium** or surrender request is forthcoming within 30 calendar days of issue of a **Written Notice** from us, we reserve the right to terminate your **Plan** at our sole discretion (see section 10 'Plan Termination by Utmost Worldwide').

The minimum **Investment Value** could be breached due to a number of factors, including but not limited to, partial surrender, regular withdrawal, deduction of charges and/or a fall in the **Investment Value** of the **Investment Instruments** in your **Plan** (e.g. due to a fall in the **Market Value** of the **Investment Instruments** which is beyond your control).

We do not accept responsibility for any loss to you as a direct or indirect consequence of terminating your Plan where the minimum value criteria has been breached.

6.2 Surrender Value

The **Surrender Value** of your **Plan** is the amount that we will pay to you on full surrender of the **Plan**. It comprises of the value that can be realised by us from the disposal of all **Investment Instruments** held within the **Investment Fund**, less any overdrawn balance, any accrued charges, any pro rata charges due, any applicable early discontinuance charges and any applicable third-party charges. Please see section 7.1 'Plan Charges' for a description of the applicable charges.

The **Surrender Value** will be less than the **Investment Value** of the **Plan** due to the deduction of charges that fall due on full surrender and any differences between the **Market Price** (bid) of **Investment Instruments** on the last available **Dealing Day** and the actual amount realised on the next available **Dealing Day**.

You will not receive payment in relation to any **Investment Instruments** that are suspended, until such time as we are able to realise the proceeds of disposal from the **Investment Issuer**. The amount that you ultimately receive in respect of any **Investment Instrument** that is suspended, may be significantly different to the value we have assigned to that **Investment Instrument** while in the **Investment Fund** of your **Plan**.

If the on-going charges equal or exceed the **Investment Value** when they fall due, your **Plan** will automatically terminate, there will be no payment due to you and our liability to you under your **Plan** will cease (see section 10 'Plan Termination by Utmost Worldwide'). In this event, we will not seek payment from you in respect of any outstanding charges.

From time to time, you can request an indicative surrender value of your **Plan** free of charge. This will be based on the **Investment Value** less any charges which would fall due on full surrender as outlined above.

Please note that any indicative surrender value issued to you will be different from the actual Surrender Value of your Plan, due to deduction of plan charges and/or other charges applied by relevant Investment Issuers from time to time as well as any movement in prices and/or currency exchange rate fluctuations.

6.3 Valuation Statements

A valuation statement will be generated for your **Plan** on a quarterly basis and can be viewed free of charge via our 'Online Service Centre' (see section 18 'Our Online Service Centre'). Once your statement is available via our 'Online Service Centre', we will send you an e-mail to let you know.

Valuation statements are also available by post, on receipt of a **Written Request**. We reserve the right to apply an ad-hoc charge for sending valuation statements by post.

The volume and current **Market Value** (bid) of each **Investment Instrument** will be detailed in the valuation statement in both the denominated currency and the **Plan Currency**. A commercial rate of exchange will be used for the purposes of the valuation statement (see section 1.3 'Currency Exchange').

7 CHARGES

Depending on your charging structure, plan charges will be calculated on the basis of the value of all **Premiums** allocated or the higher of **Premiums** allocated and the **Investment Value**. There will be no proportionate reduction in the level of charges payable where you take a partial surrender or regular withdrawal. **You should consider the impact of charges on any action you take in relation to your Plan.**

Where there is insufficient **Cash** in the **Plan Currency Account** to pay charges, the account will become overdrawn, when we collect such charges, as they fall due. We will apply interest to any overdrawn balance (see section 4.5.3 'Overdrawn Balances'). **You should maintain sufficient Cash in your Plan Currency Account to cover the deduction of charges.**

We reserve the right to amend charge levels or the basis for charging (see section 20 'Changes to the Terms and Conditions of the Plan'). We will also review and may amend our fixed charges in line with section 7.4 'Amendment to Fixed Charges'.

We take plan charges on **Charge Dates**, unless specifically stated otherwise below. The first **Charge Date** is three months after the last day of the month in which the **Plan Commencement Date** falls. Subsequent **Charge Dates** are quarterly thereafter.

We will confirm the charging structure which applies to your **Plan** in the **Charges Schedule** issued to you at the **Plan Commencement Date**.

In certain circumstances, negative interest rates or debit interest rates may apply to Cash held within the Investment Fund. Details of how interest is calculated is set out at section 4.5 'Un-invested Cash'.

7.1 Plan Charges

Depending on the charging structure which applies to your **Plan**, not all of these charges will apply to your **Plan**.

7.1.1 Initial Charge

The initial charge is a percentage of each **Premium**. The charge applies on each **Premium** allocation. It is deducted from the **Plan Currency Account** on the date that each **Premium** is allocated. The initial charge rate is set out on your **Charges Schedule**.

7.1.2 Establishment Charge

The establishment charge is deducted from the **Plan Currency Account**. The charge applies on each **Charge Date** for a period following the allocation of each **Premium**.

The establishment charge is calculated as a percentage of either:

- each allocated **Premium**; or
- the higher of each allocated **Premium** and its **Associated Investment Value**.

The establishment charge rate, the calculation basis of the charge and the duration for which the charge applies is set out on your **Charges Schedule**, (see section 7.2 'Important Notes re Plan Charges').

7.1.3 Administration Charge

The administration charge is deducted from the **Plan Currency Account**. The administration charge applies on each **Charge Date** for a period following the allocation of each **Premium**. The administration charge is calculated as a percentage of either:

- each allocated **Premium**; or
- the higher of each allocated **Premium** and its **Associated Investment Value**.

The administration charge rate, the calculation basis of the charge and the duration for which the charge applies is set out on your **Charges Schedule**, (see section 7.2 'Important Notes re Plan Charges').

7.1.4 Early Discontinuance Charge

If your **Plan** is fully surrendered or terminated (except where you exercise your cancellation rights during the cooling-off period) early discontinuance charges may apply and will be deducted from the **Cash** amount paid out on full surrender or termination of your **Plan**. Early discontinuance charges do not apply to partial surrenders and regular withdrawals. The early discontinuance charge is calculated as a percentage of either:

- each **Premium**; or
- the higher of each **Premium** and its **Associated Investment Value**.

The rate of early discontinuance charge applying to each **Premium** reduces to 0% over a set period following the allocation of each **Premium**.

The calculation basis of the early discontinuance charge, the initial rate and the duration over which it reduces to 0% is set out on your **Charges Schedule**, (see section 7.2 'Important Notes re Plan Charges').

7.1.5 Adviser Management Charge

The adviser management charge is deducted from the **Plan Currency Account**. The adviser management charge applies on each quarterly **Charge Date** for a period following the allocation of each **Premium**. Where an adviser management charge is taken it is paid directly by us to your **Financial Adviser** as part of their remuneration.

The adviser management charge is calculated as a percentage of either:

- the **Investment Value**; or
- each **Premium**; or
- the higher of each **Premium** and its **Associated Investment Value**.

The adviser management charge rate, the calculation basis of the charge and the duration for which the charge applies is set out on your **Charges Schedule**, (see section 7.2 'Important Notes re Plan Charges').

7.1.6 Service Charge

The service charge is a fixed charge which varies according to the **Plan Currency**. The service charge is deducted from the **Plan Currency Account** on each **Charge Date** while your **Plan** remains in force.

The rate will be set out in your **Charges Schedule**. The service charge is subject to review and amendment in line with section 7.4 'Amendment to Fixed Charges'.

7.2 Important Notes re Plan Charges

The calculation of establishment charges, administration charges, early discontinuance charges and adviser management charges will be based on either the Investment Value, each allocated Premium or the higher of each allocated Premium and its Associated Investment Value (as described above), irrespective of any partial surrender or regular withdrawal previously taken. This means that any partial surrender or regular withdrawal taken will not reduce the charges payable. You should consider the impact of charges on any action you take in relation to your Plan.

When significant partial surrenders or regular withdrawals are taken and/or combined with reductions in the value of the Investment Fund, the Investment Value could fall to or below the applicable early discontinuance charges. In this circumstance, on termination there will be no payment due to you because the Surrender Value will be zero and our liability to you under your Plan will cease.

In the event of a full surrender by you at any time or plan termination (except in the case of cancellation of the Plan during the cooling-off period) between Charge Dates, a pro rata deduction will be made in respect of the above establishment charges, administration charges, early discontinuance charges and adviser management charges, if applicable, covering the number of days from the previous Charge Date to the date of surrender or termination.

7.3 Transaction Charges

7.3.1 Trading Charges

Trading charges will apply to transactions you request in relation to the **Investment Instruments** held within the **Investment Fund**. There are two trading charges that may apply, a general trading charge and a discretionary portfolio trading charge. Both trading charges are fixed charges which vary according to the **Plan Currency**. Accrued trading charges are deducted from the **Plan Currency Account** on the **Charge Date** following the trade in question. Accrued trading charges will be deducted on termination prior to the next **Charge Date**.

A general trading charge is accrued on each disposal, acquisition or re-registration of **Investment Instruments** held with the **Default Custodian**.

Where **Investment Instruments** are to be held by the **Default Custodian**, we will waive general trading charges for the acquisition of **Investment Instruments** or the re-registration of existing **Securities**, in respect of the initial **Premium**, provided these transactions are completed within three months of the **Plan Commencement Date**.

A discretionary portfolio trading charge is accrued for each disposal or acquisition of a **Discretionary Portfolio** or part of a **Discretionary Portfolio**. For this purpose, a change in the investment strategy of a **Discretionary Portfolio** is considered to be a disposal of and an acquisition of a **Discretionary Portfolio**.

The charges that apply to your **Plan** will be set out in the **Charges Schedule**. The trading charges are subject to review and amendment in line with section 7.4 'Amendment to Fixed Charges'.

7.3.2 Change of Custodian Charge

The change of custodian charge is a fixed charge which varies according to the **Plan Currency**.

A change of custodian charge is accrued when an **Authorised Custodian** is linked to your **Plan**, other than at the **Plan Commencement Date**. The accrued change of custodian charge is deducted from the **Plan Currency Account** on the **Charge Date** following the change of custodian. Accrued change of custodian charges will be deducted on termination of the **Plan**.

The charge that applies to your **Plan** will be set out in the **Charges Schedule**. The change of custodian charge is subject to review and amendment in line with section 7.4 'Amendment to Fixed Charges'.

7.3.3 Additional Ad-hoc Charges

Most ad-hoc requests are dealt with at no additional cost to you, but we reserve the right to make a charge where the frequency of request or effort involved in carrying out the request is unusually high. Where we exercise this right, we will advise you of and ask you to accept the additional charge before the request is carried out.

7.4 Amendment to Fixed Charges

We will review the level of our fixed charges on a periodic basis and reserve the right to amend the level of each fixed charge. In reviewing each fixed charge, we will have regard to retail price index inflation in jurisdictions where we carry out business, including Guernsey and any reasonably incurred increase to our administration expenses since the last amendment to the charge. Where we do not apply an increase to a fixed charge in a particular year, we will not be prohibited from applying a cumulative increase in the following or any subsequent year. This means that where an increase is applied, it may take account of inflation and increases in expenses over a number of years.

Fixed charges will be applied in the **Plan Currency**. The base currency for each fixed charge is US Dollar. We reserve the right to review and amend the amount of the fixed charges in **Plan Currencies** other than US Dollar on a periodic basis and to reflect the prevailing exchange rate between the relevant **Plan Currency** and the US Dollar.

Where an amendment is made to a fixed charge in accordance with this section, we will give you **Written Notice** of the change at least one month in advance.

7.5 Investment Instrument Charges

Any charges or expenses we incur when acquiring, disposing of or valuing **Investment Instruments** will be passed on to the **Plan**. These charges include, but may not be limited to, purchase and redemption charges and stockbroker fees. These charges will not be listed separately on your valuation statement, but will be reflected in the total net traded value of each acquisition or disposal.

Full details of **Investment Instruments** including any charges levied within the **Investment Instrument** are available from the relevant **Investment Issuer**.

7.5.1 Charges Within an Investment Instrument

Charges that are applied within the **Investment Instruments** held in the **Investment Fund** (including but not limited to bid/offer spreads or annual management charges) will not be listed separately on your valuation statement, but will be reflected in the total value of the **Investment Instrument**.

7.5.2 Charges Within a Discretionary Portfolio

Any charges or expenses we incur in the management of a **Discretionary Portfolio** will be passed on to the **Plan**. These charges may include discretionary fund manager charges as well as any expenses incurred by the **Discretionary Fund Manager** in managing the **Discretionary Portfolio** including charges or commissions paid to your **Financial Adviser** or to the **Authorised Custodian**. They also include the expenses incurred in transferring **Cash** to or from the **Authorised Custodian**. These charges will not be listed separately on your valuation statement, but will be reflected in the total value of the **Discretionary Portfolio**.

7.6 Third-party Charges (Optional)

We can facilitate the payment of third-party charges where you wish to use the services of third parties (such as a trustee or a **Portfolio Manager**) in relation to your **Plan**. The level of charges is agreed between you and the relevant service provider. However, we reserve the right to refuse to facilitate the payment of a third-party charge.

Subject to our agreement, these charges will be deducted in arrears, from the **Plan Currency Account**. We will make payment on your behalf on the due dates (which can be different from the **Charge Dates**) while your **Plan** is in force, provided that your **Plan** meets our minimum **Investment Value** requirements (see section 6.1.1 'Minimum Investment Value') and has sufficient value to meet all charges due.

The deduction of third-party charges are treated as partial surrenders of the Plan for tax calculation purposes (see section 9.2 'Partial Surrender').

If these conditions are not met at the time a charge falls due, we will not make payment to the third party on your behalf nor will it be accrued for future payment. **Third-party charges are your sole responsibility.**

Subject to our agreement, the level of the charge is not subject to the minimum value requirements for a partial surrender (see section 9.2 'Partial Surrender') or a regular withdrawal (see section 9.3 'Regular Withdrawal').

Deduction of third-party charges could result in an overdrawn balance where there is insufficient **Cash** in the **Plan Currency Account** to pay the charges. We will apply interest to any overdrawn balance (see section 4.5.3 'Overdrawn Balances').

We will cease to pay any third-party charges that we have facilitated when your **Plan** terminates.

8 PAYMENTS FROM YOUR PLAN

A payment from your Plan may, in certain circumstances, give rise to a tax liability. You should seek your own professional advice as regards your particular circumstances.

Payments to you can be made following a **Written Request** from you for:

- plan cancellation during cooling-off period (see section 19 'Cancellation Rights');
- a full surrender, partial surrender or regular withdrawal (see section 9 'Surrenders');
- a claim for the **Death Benefit** with respect to a **Life Insurance Plan** (see section 12.4 'Death Claim'); or
- a claim for the **Maturity Benefit** with respect to a **Capital Redemption Plan** (see section 13.3 'Maturity Claim').

A payment can also be made to you on termination of your **Plan**, if the **Surrender Value** of the **Plan** is greater than zero (see section 10 'Plan Termination by Utmost Worldwide').

All payments due from your **Plan** will be calculated in the **Plan Currency**. **We will not authorise third-party payments.** This means that a payment can only be made to an account held in the name of all valid claimants. Payments will be made by electronic transfer and any applicable cost of payment (including currency exchange charges) will be deducted from the amount payable. Your bank may also deduct additional charges.

We can make payment in a currency other than the **Plan Currency** if you request us to do so. Any applicable cost of payment (including currency exchange charges) will be deducted from the amount payable.

Subject to any legislation relating to exchange control or any other restrictions, we will make payments in the currency requested by you (or a valid claimant). Where this involves the conversion of an amount from one currency to another, a commercial rate of exchange will apply (see section 1.3 'Currency Exchange'). **You will bear the associated foreign currency exchange risk where we facilitate such a request.**

A payment from your **Plan** will be made as soon as possible if there is sufficient **Cash** held in one or more **Call Deposit Accounts** or following our receipt of full proceeds from the disposal of the relevant **Investment Instrument**, provided that the relevant claim has been accepted or any requirement applicable to the termination of the **Plan** has been met, including the provision of all documentation we request (see section 10 'Plan Termination by Utmost Worldwide' and section 11 'General Claim Requirements').

The dealing frequency of the Investment Instrument, any trading restriction applied by the Investment Issuer or a delay in receiving settlement proceeds from an Investment Issuer can cause delays in settlement of a claim or a payment which are beyond our control. We will not be responsible for any losses caused directly or indirectly as a result of such delays.

However, we will use our reasonable endeavours to ensure that such delays are minimised. If there is a delay in our ability to settle a claim, we may, if requested, authorise an interim payment in respect of each portion of the settlement proceeds actually received. The remaining settlement proceeds will be paid to the claimant as soon as possible following receipt.

We reserve the right to refuse or to suspend the payment of any amount due to you, where reasonably necessary to safeguard our interests including without limitation, where making such payment might expose us to civil or criminal prosecution or where we consider the risk of money laundering or other financial crime to be unacceptable or there is a known or perceived regulatory sanctions risk in any jurisdiction (see section 26 'Sanctions').

In exceptional circumstances, if the **Investment Fund** includes **Investment Instruments** which are not traded or are traded irregularly, we may, at our own discretion, authorise the **Custodian** to transfer the **Investment Instruments** in specie to the claimant in lieu of the **Cash** proceeds (see section 4.10 'Re-registration of an Investment Instrument').

9 SURRENDERS

A full surrender, partial surrender or regular withdrawal can be made. See section 11 'General Claim Requirements' for details of how to make a claim.

Professional Portfolio is designed to be held for the long-term. An early discontinuance charge may apply on full surrender. You should also consider the impact on future growth potential and eventual proceeds of the Plan and the impact on future charges, before taking a regular withdrawal or partial surrender from your Plan.

The payment of a full surrender, partial surrender or regular withdrawal may, in certain circumstances, give rise to a tax liability. We do not provide tax advice or accept any liability for tax that you may directly or indirectly incur as a consequence of taking a surrender from your Plan. You should seek your own professional advice from a suitably qualified tax adviser as regards your particular circumstances before requesting any surrender from your Plan.

The effective date of a full surrender or partial surrender will be deemed the date on which we accept the **Written Request** for the surrender.

We reserve the right to defer any surrender if the **Investment Instruments** are not immediately realisable.

9.1 Full Surrender

You can fully surrender your **Plan** at any time and will receive the **Surrender Value** following our acceptance of a valid claim. See section 6.2 'Surrender Value' for details of how we calculate the **Surrender Value**. The final **Surrender Value** is only known following full disposal and eventual receipt by us of the actual proceeds from the underlying disposal of all the **Investment Instruments**.

Your **Plan** will terminate on acceptance of a **Written Request** for a full surrender and on payment of the claim, all of our liabilities to you under your **Plan** will cease. If the applicable charges due on full surrender result in a negative or zero **Surrender Value**, there will be no payment due to you. Where this occurs, we will not seek payment from you in respect of any outstanding charges.

Early discontinuance charges will apply if your Plan is fully surrendered and less than the number of Charge Dates for which an early discontinuance charge applies (as stated on your Charges Schedule) have passed since the allocation of a Premium (see section 7.1.4 'Early Discontinuance Charge'). The maximum early discontinuance charges would occur if the Plan were fully surrendered prior to the first Charge Date following acceptance of the relevant Premium.

9.2 Partial Surrender

Your **Plan** may be partially surrendered at any time following receipt of a **Written Request** from you, subject to a minimum amount of a partial surrender payment of USD5,000 (or currency equivalent) and provided the **Investment Value** of the **Plan** after the partial surrender does not fall below the minimums set out in section 6.1.1 'Minimum Investment Value'.

If there is insufficient **Cash** in one or more **Call Deposit Accounts** to fund the partial surrender request, you must provide an instruction to dispose of existing **Investment Instruments** (in full or in part) to fund the partial surrender request. An overdraft facility will not be made available to fund a partial surrender request.

Unless you instruct us otherwise, the partial surrender will be applied equally across all **Policies** within your **Plan**.

Alternatively, one or more **Policies** within the **Plan** can be fully surrendered and this will be treated as a partial surrender of your **Plan** (see section 9.2.1 'Surrender of a Policy'). There will be no difference in any charges that apply going forward whether the partial surrender is taken across all **Policies** or by the full surrender of one or more **Policies**.

The minimum holding of each individual **Investment Instrument** (except **Cash**) cannot be reduced to less than USD7,500 (or currency equivalent). If a partial surrender cannot be made without reducing a particular holding to less than USD7,500 (or currency equivalent) then the entire holding may be disposed of at our absolute discretion.

We can decline partial surrenders which would result in the level of **Liquid Assets** underlying your **Plan** or the minimum **Investment Value** falling below the minimums allowed.

An early discontinuance charge does not apply on a partial surrender. However, establishment charges, administration charges, early discontinuance charges and adviser management charges may continue to apply, depending on your charging structure, based on the Premiums contributed, irrespective of the number or value of any partial surrenders previously taken.

9.2.1 Surrender of a Policy

The surrender of one or more **Policies** is treated as a partial surrender of your **Plan**, provided that not all **Policies** within your **Plan** are surrendered. No early discontinuance charges will apply to such payment. However, establishment charges, administration charges, early discontinuance charges and adviser management charges will continue to apply, based on the **Premiums** contributed.

It is not possible to partially surrender an individual **Policy**.

9.3 Regular Withdrawal

You can submit a **Written Request** to receive a regular withdrawal from your **Plan** at any time. Regular withdrawal payments may be taken monthly, quarterly, half-yearly or yearly. The minimum regular withdrawal payment is USD500 (or currency equivalent) per payment, subject to a minimum of USD1,000 (or currency equivalent) per annum. You can specify payments to be either a fixed amount or a percentage of the **Investment Value**.

Regular withdrawal payments are made from the **Cash** within your **Plan** held with the **Default Custodian**. If there is insufficient **Cash** held with the **Default Custodian** to make a payment, regular withdrawal payments will cease. An overdraft facility will not be made available to facilitate a regular withdrawal payment. Once regular withdrawal payments have ceased, you will need to submit a **Written Request** to re-start them.

All regular withdrawals are processed by us mid-month. Therefore, you cannot nominate the date of the month that payment is made.

An early discontinuance charge does not apply on the payment of a regular withdrawal. However, establishment charges, administration charges, early discontinuance charges and adviser management charges will continue to apply based on the Premiums allocated irrespective of any regular withdrawal previously taken.

10 PLAN TERMINATION BY UTMOST WORLDWIDE

Your **Plan** will automatically terminate if the **Investment Value** is insufficient to cover the on-going charges as they fall due. Where this occurs, there will be no payment due to you.

We reserve the right to terminate your **Plan** at our sole discretion where necessary to comply with applicable laws and regulations, or where the risk of money laundering or other financial crime is considered to be unacceptable to us.

Your **Plan** may also be terminated by us if:

- the levels of liquidity and diversification of investments within the **Investment Fund** breach the limits described in section 4.6.1 'Investment Instrument Diversification'; or
- the minimum value requirements specified in section 6.1.1 'Minimum Investment Value' are breached.

If either of these minimum requirements are breached, we will review your **Plan** and advise you by **Written Notice**. At our discretion, we may give you the opportunity to contribute an additional **Premium** to rectify the situation or ask you to complete a full surrender request form.

If no additional **Premium** or **Written Request** for full surrender is forthcoming within 30 calendar days of issue of the **Written Notice**, we will terminate the **Plan**.

We will take any applicable early discontinuance charges and any outstanding charges on a pro rata basis (see section 7 'Charges') from the proceeds of the disposal of the **Investment Instruments** and thereafter will hold any remaining proceeds to your order outside of the **Plan**, pending our receipt of the correct and complete surrender request referred to above. Interest will not accrue and we will take no further action unless contact is made by you or your **Financial Adviser**.

When your Plan terminates, where less than the number of Charge Dates over which the early discontinuance charge reduces to 0% (as stated on your Charges Schedule) have passed since the acceptance of a Premium, early discontinuance charges may apply.

If your **Plan** is terminated by us in accordance with this section, our exercise of such right is permitted by the applicable laws and regulations and we will act in good faith and on reasonable grounds when exercising such rights.

If your Plan is terminated by us you could receive significantly less than the value of the Premiums you have paid and any benefits accrued could be lost. All our liabilities to you under the Plan will cease immediately on termination.

11 GENERAL CLAIM REQUIREMENTS

You can make a claim for **Death Benefit, Maturity Benefit**, full surrender, partial surrender or regular withdrawal under your **Plan** by providing us with a **Written Request** together with the relevant supporting documentation. As appropriate, supporting documentation includes, but may not be limited to:

- return of the original **Plan Schedule, Charges Schedule** and endorsements to the **Plan Schedule** (not required for partial surrender);
- acceptable documentary proof of entitlement to **Plan** proceeds;
- acceptable documentary proof of the **Relevant Death** (in the case of a claim for **Death Benefit**);
- instrument of assignment (and such other information, documentation or certifications as reasonably may be required in our determination) in accordance with section 16 'Provision of Information and Regulatory Reporting';
- trust documents;
- acceptable proof of identification and current permanent residential address; and
- proof of tax residence and disclosure of tax identification numbers of the **Planholders** or **Beneficiaries** as applicable.

Before acting upon any claim, we can require that you provide additional documents, information or evidence to our satisfaction and/or make further enquiries of our own which are reasonably necessary to approve a claim (including identification of all claimants). The provision of additional documents, information or evidence requested by us is the responsibility of the claimant.

We will dispose of **Investment Instruments** from the **Investment Fund** using the next **Market Price** (bid) on the next available **Dealing Day** following acceptance of a claim. The value realised will depend on the next **Market Price** (bid) on the next available **Dealing Day** and on the trading frequency of the **Investment Instruments**. Transactions in **Investment Instruments** may be suspended from time to time by the **Investment Issuer** and/or by a regulatory body or the operation of law. During this time, it may not be possible to provide an accurate valuation of the **Investment Instrument** and it will not be possible to trade into or out of the **Investment Instrument**.

Claim proceeds will be paid from one or more of the **Call Deposit Accounts** held within your **Plan**. Interest will apply to any **Cash** held within the **Call Deposit Accounts**. See section 4.5.1 'Interest Applied to Call Deposit Accounts with Positive Balances' for further details.

12 LIFE INSURANCE PLAN – SPECIAL CONDITIONS

Section 12 ONLY applies if your Plan is a Life Insurance Plan.

12.1 Life Assured

There may be up to six **Lives Assured** named on your **Plan**. Their names will be listed on the **Plan Schedule**. A **Life Assured** cannot be added to or removed from a **Plan** after the **Plan Commencement Date**.

The minimum age at the **Plan Commencement Date** for any **Life Assured** is 19 on his next birthday.

The maximum age at the **Plan Commencement Date** for a **Life Assured** on a single life basis is 75 on his next birthday. For a **Plan** issued on a joint-life first death basis, the maximum age at the **Plan Commencement Date** for the older **Life Assured** is 75 on his next birthday. For a **Plan** issued on a multiple-lives last survivor basis, the maximum age at the **Plan Commencement Date** for the youngest **Life Assured** is 75 on his next birthday.

You should obtain specialist legal advice should you have any concerns about your ability to take out a contract of life insurance in respect of any person named as a Life Assured.

We reserve the right to conduct underwriting procedures, prior to the **Plan Commencement Date**, on receipt of any **Premium** and in the event of a claim for **Death Benefit**. We reserve the right to accept or decline any proposed **Life Assured** or to seek additional information in relation to a proposed **Life Assured**.

12.2 Nomination of Beneficiaries

We allow the nomination of **Beneficiaries** to receive the entire **Death Benefit** under your **Plan**.

Any nomination or subsequent change of **Beneficiary** will take effect from the date you sign the **Written Request**. However, we will not be liable for any payments made or actions taken between this date and the date we receive the signed **Written Request**.

Where you have nominated one or more **Beneficiaries** under your **Plan**, a Grant of Probate from the Royal Court of Guernsey will not be required in the event of a death claim, provided your nominated **Beneficiaries** do not predecease you. If you do not nominate a **Beneficiary**:

- the **Death Benefit** shall be payable to you (and if more than one, then equally among you); and
- if you die or cease to exist prior to or at the time of the **Relevant Death**, then the **Death Benefit** shall be payable to your successors.

We will confirm the registration of a nomination. However, we accept no responsibility for either the legality or sufficiency of any nomination of **Beneficiaries**.

In the appointment of a Beneficiary, you should always seek independent advice and satisfy yourself that you are not in breach of any laws or regulations in your country of residence.

12.3 Death Benefit Amount

A **Death Benefit** of 101% of the **Surrender Value** of your **Plan** will be payable following the **Relevant Death**. See section 6.2 'Surrender Value' for details of how we calculate the **Surrender Value**.

Any applicable early discontinuance charge will apply to this calculation (see section 7.1.4 'Early Discontinuance Charge').

Because the Death Benefit is linked to the performance of the Investment Instruments you choose from time to time, the Death Benefit is subject to investment risks and market fluctuations. The Death Benefit payable may be significantly less than the Premiums contributed and may not be sufficient for your individual needs.

12.4 Death Claim

The payment of the **Death Benefit** may, in certain circumstances, give rise to a tax liability. You should seek your own professional advice as regards your particular circumstances.

The **Death Benefit** will be payable following our receipt of satisfactory proof of the **Relevant Death**, approval of the claim, and receipt of all documents we require to prove a valid death claim. See section 11 'General Claim Requirements' for details of how to make a claim for the **Death Benefit**.

The **Death Benefit** will be paid to the nominated **Beneficiaries**, if any. Where no **Beneficiary** is nominated, it will be paid to you as **Planholder** (and if more than one to each of you equally) or to your successors or assigns. On payment of the **Death Benefit**, all of our liabilities to you under your **Plan** will cease.

For further information in relation to the method and timing of payment and possible interest payment see section 8 'Payments from Your Plan'.

In the event of the **Relevant Death**, the person entitled to the **Death Benefit** can claim that benefit by submitting a **Written Request** to us. The original **Plan Schedule** together with any revised versions, any endorsements to the **Plan Schedule** and the original or a certified true copy of the death certificate regarding the **Relevant Death** and evidence of age (unless it has already been provided) should accompany the **Written Request**.

On acceptance by us of satisfactory proof of the **Relevant Death**, your **Plan** will terminate, all **Investment Instruments** will be disposed of and on payment of the claim for **Death Benefit** all of our liabilities to you under your **Plan** will cease.

13 CAPITAL REDEMPTION PLAN – SPECIAL CONDITIONS

Section 13 ONLY applies if your **Plan** is a **Capital Redemption Plan**.

13.1 Plan Maturity

Your **Plan** will terminate on the **Maturity Date**, provided it has not already terminated for any other reason (see section 9 'Surrenders' and section 10 'Plan Termination by Utmost Worldwide').

You or your successors can submit a **Written Request** to claim the **Maturity Benefit** (see section 13.2 'Maturity Benefit').

The **Maturity Date** will trigger the following events:

- we will instruct the **Custodian** to sell all **Securities** within the **Investment Fund** (dealing charges will apply);
- outstanding charges, e.g. the balance of any establishment charges, third-party charges etc., will be deducted from the **Plan Currency Account** (see section 7 'Charges');
- when received, the **Cash** proceeds from the disposal of **Securities** will be held as **Cash** pending a maturity claim;
- your **Plan** will terminate.

13.2 Maturity Benefit

The **Maturity Benefit** of your **Plan** will be the realised **Surrender Value** from the disposal initiated on the **Maturity Date** plus USD500 (or currency equivalent in the **Plan Currency**). See section 6.2 'Surrender Value' for details of how we calculate the **Surrender Value**.

13.3 Maturity Claim

The **Maturity Benefit** will become payable on the **Maturity Date** and the **Plan** will be automatically terminated. See section 11 'General Claim Requirements' for details of how to make a claim for the **Maturity Benefit**.

On acceptance of the claim for **Maturity Benefit** payment will be made and all of our liabilities to you under your **Plan** will cease and you will become a creditor of Utmost Worldwide until payment of the **Maturity Benefit** is made to you.

Although Professional Portfolio provides a Maturity Benefit, this is linked to the performance of the Investment Instruments you choose from time to time and is subject to investment risks and market fluctuations. The Maturity Benefit payable may be significantly less than the Premiums contributed and may not be sufficient for your individual needs.

14 CHANGING CIRCUMSTANCES

While your **Plan** is in force your personal circumstances may change and this may impact your **Plan**.

You should keep us informed of changes to your contact details. We also need up-to-date bank details in order to process claim payments including surrenders and/or regular withdrawals. We will need supporting evidence of any change of contact or banking details. Please see section 16 'Provision of Information and Regulatory Reporting' for further details of information that you are obliged to inform us of.

The tax consequences that apply to your **Plan** will depend on many factors including, your personal circumstances and the tax laws of your country of residence and/or domicile. The fiscal rules, rate of taxation and/or revenue practice applicable to you can change. **We strongly recommend that you seek professional advice from a suitably qualified tax adviser as regards your particular circumstances and that this advice is kept up to date.**

You should continue to seek independent financial and tax advice as regards your personal circumstances and the laws of your country of residence and/or domicile while your **Plan** is in force.

You should seek independent advice, where possible in advance of:

- requesting an alteration to your **Plan**;
- allowing a **Call Deposit Account** to become overdrawn;
- making a claim (including full or partial surrender or regular withdrawal) under your **Plan**; or
- if your circumstances change in any way.

15 ANTI-MONEY LAUNDERING REGULATIONS

You must supply us with any information or documents that we request in order to comply with anti-money laundering and countering terrorist financing requirements applicable to us under the relevant laws and regulations of the Island of Guernsey or any other jurisdiction we may operate in while your **Plan** is in force. The **Plan** will only commence or pay the proceeds of a claim when you have provided all the information required by us to comply with the applicable requirements.

Failure to provide the information and/or documents that we may reasonably request in a timely manner, may cause a delay in processing or a cancellation of a transaction under this Plan. In such circumstances, we will not be held responsible for the consequences of any such delay.

We are required by law to report to the police authorities in Guernsey or any applicable jurisdiction, any activity associated with your Plan which in our sole opinion provides reasonable grounds to give rise to a suspicion or actual knowledge of money laundering, the financing of terrorism or any other criminal activity that has taken place.

16 PROVISION OF INFORMATION AND REGULATORY REPORTING

You are required to and covenant that you will:

- upon **Written Notice** from us, promptly provide us with, and/or promptly complete, execute and deliver, all and any such information, documentation or certifications as we may reasonably require in our sole determination to comply with statutory and other generally accepted principles in connection with anti-money laundering or tax laws, anywhere in the world, as amended from time to time and any rules and regulations declared thereunder, including in order to verify any statements made by you and whether or not required pursuant to any change in law or the application or interpretation thereof; and
- inform us in writing within 30 days of any change in your circumstances/details which have previously been notified to us or if any information provided to us ceases to be complete and accurate.

We will rely on any information, documentation or certifications provided by you in connection with and in satisfaction of any international requirements regarding the exchange of tax information and may be required to report information about you and/or about the **Plan** to the tax authorities in any jurisdiction where we operate (who may then disclose that information to the tax authorities in other jurisdictions) or to the tax authorities in any jurisdiction where you reside or of which you are a citizen or where you are otherwise subject to tax.

We do not accept any responsibility or liability for any loss that you (and if you are an entity or another legal arrangement, any person(s) who have direct or indirect substantial ownership of you or exercise control over you) may suffer or incur as a consequence of Utmost Worldwide or other companies in our corporate group, complying with any reporting obligations described above (including obligations under future legislation) and/or reporting information about you and/or about the **Plan** to the tax authorities or other regulatory authorities in the jurisdictions in which Utmost Worldwide or other companies in our corporate group, operate or to the tax authorities in any jurisdiction where you reside or of which you are a citizen or where you are otherwise subject to tax. See section 22 'Data Protection' for details of the sharing of **Personal Data**.

17 COMMUNICATION

17.1 Correspondence from Utmost Worldwide

On commencement of your **Plan**, you will have received these **Terms and Conditions** and other important documents in relation to your **Plan**. You should read these documents carefully and keep them in a safe place.

You will be provided with the following information while your **Plan** is in force:

- notice of any change in our name, legal form or our registered and/or business address;
- notice of any alteration to the **Terms and Conditions** of the **Plan** (see section 20 'Changes to the Terms and Conditions of the Plan');
- notice of any change to or action taken in relation to an **Investment Instrument** held in the **Investment Fund** underlying your **Plan**, where such notice is received by us from the **Investment Issuer**;
- notice of any change to your **Plan** or any other event with respect to your **Plan** pursuant to the relevant regulatory requirements; and
- a quarterly statement of the **Investment Value** and **Surrender Value** of your **Plan**, which is made available online via our 'Online Service Centre'.

All **Written Notices** and valuation statements will be issued to you via the 'Online Service Centre'. A **Written Request** from you is required if you wish to receive **Written Notices** by post. We reserve the right to apply a charge for this service.

We will send all correspondence to the most recent postal or e-mail address given to us by you and you should inform us immediately in writing of any changes. If you do not, correspondence to your most recent postal or e-mail address held on our records shall be deemed to be validly received at the time it would reasonably be expected to have reached the address held.

17.2 Enquiries

Any letters, **Written Requests** or plan enquiries from you should be directed to our Client Services Team, using the contact details on the back cover of this document. We will endeavour to answer any queries you may have.

Please note that we do not provide financial or investment advice, tax advice or any related services. We strongly advise that you engage suitably qualified and regulated professional advisers in relation to the operation of your Plan.

Written Requests in respect of your **Plan** will only become valid when received and accepted by us.

All **Planholders'** signatures are required before we act on any request. This does not apply where an instruction to deal in **Investment Instruments** held with the **Default Custodian** is received from a **Portfolio Manager** nominated by you (see section 5.1 'Portfolio Manager').

We reserve the right to seek additional information, relevant signatures or supporting evidence before accepting and carrying out any request or instruction received.

17.3 Complaints

We operate a formal complaints policy and a Complaints Team that are dedicated to achieving a fair and equitable resolution of any problems that you may encounter with your **Plan** or our services. We can supply details to you, free of charge, on request.

Prior to submitting a formal complaint in writing, you can contact us by telephone, using the contact details on the back cover of this document, to discuss the subject of your complaint.

All complaints by e-mail should be sent to Complaints@Utmostworldwide.com, written complaints should be directed to the Head of Legal and Compliance at:

Utmost Worldwide Limited
PO Box 613, Utmost House
Hirzel Street, St Peter Port
Guernsey
Channel Islands, GY1 4PA.

17.3.1 Independent Review of Complaints

If you are not satisfied with our final response to your complaint, eligible complainants can refer their complaint to the Channel Islands Financial Ombudsman. You can contact the Channel Islands Financial Ombudsman at:

PO Box 114
Jersey
Channel Islands, JE4 9QG

E-mail: enquiries@ci-fo.org
Website: ci-fo.org
Phone: +44 1481 722218

Further details of the ombudsman scheme and whether you are an eligible complainant are available directly from the Channel Islands Financial Ombudsman.

18 OUR ONLINE SERVICE CENTRE

You are required to register with our 'Online Service Centre'. This will give you immediate and secure access to your **Plan** information. This allows you to view up-to-date valuations as well as **Cash** transactions and trading statements for the previous six months. Quarterly plan valuations and transaction statements are made available via the 'Online Service Centre'. You will be advised by e-mail when statements are available.

Our 'Online Service Centre' will also be used to issue **Written Notices** to you in relation to your **Plan**.

A **Written Request** from you is required if you wish to receive quarterly statements, valuations or **Written Notices** by post. We reserve the right to apply an ad-hoc charge for this service.

Details of how to register for this service is provided on commencement of your **Plan** or you can register via our website. Registration for the service is free.

We do not accept responsibility or liability to any person or to any extent for losses, which may be suffered or incurred in reliance upon any valuations available from our 'Online Service Centre' which are incorrect or inaccurate, except in the case of negligence or wilful misconduct on our part.

18.1 Information on Discretionary Portfolios

We may, on request and subject to our discretion, provide you with access to third-party information relating to **Discretionary Portfolios** underlying your **Plan**. Where access is granted, we will supply you with user access and password credentials.

The information provided may include the assets held within the **Discretionary Portfolio**, a valuation of those assets and the transactional history. Because all **Discretionary Portfolios** are beneficially held in our name, access is provided to you for information purposes on a "read-only" basis. It is provided through a third-party web portal operated by the **Discretionary Fund Manager** who manages the **Discretionary Portfolio**. We do not accept any liability for any errors or omissions in the information provided.

Valuations relating to a **Discretionary Portfolio** shown on the third-party web portal are indicative only and may not reconcile precisely to your **Plan** at any given time, due to factors which include, but are not limited to, differences in timing, the effect of foreign exchange rates and the application of charges. The valuation of your **Plan** is calculated by us in accordance with section 6 'Plan Valuations'.

19 CANCELLATION RIGHTS

If you are not satisfied with your **Plan**, you have the right to cancel the **Plan** within 30 days of the **Plan Commencement Date** (the "Cooling-off Period") by submitting a **Written Request** to the address on the back cover of this document.

Cancellation rights apply only in respect of the commencement of your **Plan**. There is no right of cancellation in respect of additional **Premiums** accepted after the expiry of the Cooling-off Period.

To exercise your right to cancel within the Cooling-off Period, you should complete the 'Cooling-off Notice' issued to you with your **Plan** documents (or submit a **Written Request** for cancellation) and return this with the other documents issued to you at the **Plan Commencement Date**, to our business address.

If your **Plan** is cancelled by you within the Cooling-off Period, we will dispose of all **Investment Instruments** within the **Investment Fund**. You will receive a full return of any **Premiums** paid, less any partial surrender or regular withdrawal previously paid, an adjustment for any downward movements in the value of the **Investment Instruments** occurring between the date of investment and our receipt of settlement in respect of the **Investment Instruments**, any charges deducted within a **Discretionary Portfolio** underlying your **Plan** and associated investment or disinvestment costs.

On receipt by us of a **Written Request** to cancel, your **Plan** will terminate and on payment, all our liabilities to you under your **Plan** will cease.

20 CHANGES TO THE TERMS AND CONDITIONS OF THE PLAN

We can revise the **Terms and Conditions** if, in our opinion circumstances outside our control have changed in any way that we could not have reasonably predicted at the start of your **Plan** and our **Appointed Actuary**, who considers the best interests of **Planholders**, has approved the changes.

We will not effect any changes to the **Terms and Conditions** unless we believe that we are acting fairly, in good faith and on reasonable grounds or where, if we were not to revise the **Terms and Conditions**, the results would be unfair to you and/or to us. Such circumstances would include, but are not limited to:

- a change in the law under which Professional Portfolio operates;
- a change in the law under which life insurance companies and their investments operate;
- a change in the tax treatment of your **Plan**;
- a change in the tax treatment of life insurance companies and their investments; and/or
- where necessary to comply with any applicable laws or regulations.

Any such changes to the **Terms and Conditions** will be notified to you by **Written Notice**. We will aim to give notice one-month in advance of the changes taking effect. The period of notice given may be longer to comply with relevant local regulations.

In consultation with our **Appointed Actuary**, we also reserve the right to amend the minimum **Premium**, the minimum value to be held in each **Investment Instrument**, amend charge levels, the basis of a charge, to introduce a charge or make any other changes to the **Terms and Conditions** at any time. In these circumstances, an endorsement to the **Terms and Conditions** will be notified to you in writing in advance of its taking effect. The period of notice given will comply with relevant regulatory requirements.

An endorsement to the Plan will form part of your contract of insurance with us upon the effective date of the endorsement. You should keep all endorsements with your Plan documents.

21 REGULATION

Utmost Worldwide Limited is principally regulated in Guernsey as a licensed insurer by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended). The address of the Guernsey Financial Services Commission is:

Glategny Court
Glategny Esplanade
St Peter Port
Guernsey
Channel Islands, GY1 1WR

22 DATA PROTECTION

Utmost Worldwide Limited is registered with the Office of the Data Protection Commissioner in Guernsey and must comply with the Data Protection (Bailiwick of Guernsey) Law, 2017.

Data protection legislation is designed to protect the privacy rights of individuals in relation to the processing of **Personal Data** and provide you with certain statutory rights that are explained in our 'Data Privacy Notice' which you can access via our website at utmostinternational.com/privacy-statements/

You are required to disclose to us certain **Personal Data** about you and other parties to the **Plan**, including any **Lives Assured** and Nominated **Beneficiary** which we will use only in managing and administering your **Plan** and to comply with our statutory and regulatory obligations. We will not ask you for more **Personal Data** than we need to operate your **Plan** or to meet our obligations under applicable law and regulation. If you withdraw consent for the use of your **Personal Data** in this respect, you will be required to terminate your **Plan**, because we cannot operate your **Plan** without reference to your **Personal Data**. Termination of your **Plan** in such circumstances may incur significant costs and/or a material loss of your **Premiums** paid to date.

If we wish to use **Personal Data** that is classified by law as a special category of **Personal Data** ("Sensitive Personal Data") or use your **Personal Data** for any purpose other than managing and administering your **Plan**, such as direct marketing, we will seek your explicit consent.

Personal Data records held by us will typically comprise of, but not be limited to hard copy documents, scanned documents, transaction information, email communications, telephone voice recordings where applicable and CCTV images if you visit our premises, that are stored on electronic and/or manual systems.

All **Personal Data** is held by us on a strictly confidential basis but may be transferred or disclosed by us in the following circumstances:

- with other companies in our corporate group in any jurisdiction for management and governance purposes;
- to your **Financial Adviser** or any third party as may be authorised by you;
- to our service providers, meaning any agent, contractor or third-party service provider, including but not limited to our administration and claims outsourcing partners, investment fund managers, investment trustees and custodians, fiscal representatives or re-insurers, that provide services to us in connection with the provision of our insurance products and services to you, wherever they are located in the world;
- to statutory authorities wherever located in the world, including but not limited to financial and other regulators, tax authorities and the police or other law enforcement agencies, to the extent as may be required for us to comply with applicable law, regulation, regulatory code, rule or official guidance, including in connection with tax information exchange and the prevention and detection of money laundering, terrorist financing, fraud and other financial crimes.

The **Personal Data** required to administer your **Plan** will be held during the lifetime of your **Plan** and we will retain it for a period of up to 10 years after our business relationships with you ceases, which we deem to be necessary to meet our statutory and regulatory obligations. **Personal Data** will not be retained for longer than is necessary and it will be erased or otherwise put beyond use when it is no longer required.

Subject to the terms of our Data Privacy Notice, we will provide you with a copy of the **Personal Data** that we hold about you upon request and we will correct any **Personal Data** that we identify as being inaccurate or out of date. You should keep us informed of any change in the **Personal Data** that we hold and let us know immediately if you become aware of any errors or omissions in that data accordingly.

You can refer to our website for further information regarding your statutory rights relating to data protection. Our Data Protection Officer can also be contacted for further information at DPO@utmostworldwide.com

23 PLANHOLDER PROTECTION

Planholders with Utmost Worldwide benefit from Guernsey's 'policyholder protection regime' under the licensing conditions imposed by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended).

This scheme requires that a minimum of 90% of the **Investment Instruments** used to support all of our **Plans** are placed in trust with the **Trustee**. The purpose is to protect the **Investment Instruments** from the claims of our creditors in the case of our insolvency.

24 GOVERNING LAW

Your **Plan** is governed by and construed in accordance with the law of the Island of Guernsey. This does not prejudice your right of recourse to the law of any jurisdiction and does not preclude the right to bring legal action in any relevant court.

25 FORCE MAJEURE

We will not be liable for the failure to perform or to fulfil any of our obligations arising under this **Plan** if such failure is as a direct or indirect result of an event of **Force Majeure**.

26 SANCTIONS

Notwithstanding any other **Terms and Conditions** under this **Plan**, we will not be deemed to provide coverage and will not make any payments nor provide any service or benefit to you or any other party known or believed by us to be associated with you to the extent that such cover, payment, service, benefit and/or any business or activity carried out by you, would violate any applicable domestic or international trade or economic sanctions, laws or regulations that may be in place from time to time.

27 IMPORTANT NOTES

The cancellation, reduction or surrender of a Plan for the purpose of subscribing to another similar contract may be disadvantageous to you. Please make sure that you are aware of the financial consequences of replacing your Plan which can be explained to you by your Financial Adviser.

These **Terms and Conditions** have been prepared in accordance with our understanding of current law and fiscal legislation as at January 2022.

Non-disclosure of material facts or the inclusion of incorrect information in the Application Booklet or otherwise given to us, whether before or while a Plan is in force, could result in wrong terms being quoted, a claim being rejected, repudiated, reduced or the Plan being rendered invalid.

You are responsible for all answers given and statements made in any communication between you and us and by providing information to us, on each such occasion, you confirm that to the best of your knowledge and belief such information is complete, accurate and not misleading and no material fact has been omitted or concealed.

If you do not promptly provide us with any information, documentation or certifications requested by us from time to time in accordance with the **Terms and Conditions** or if we otherwise determine that it is necessary or reasonable to do so, we may withhold such sums as required by law from any payment we would otherwise be required to make to you.


If you fail to comply with any obligation (whether to provide information, documentation or certification or to inform us of any change in circumstances/details or to update information which ceases to be complete and accurate or otherwise) you have under your **Plan** or where required by law, we may cancel your **Plan** by paying you the **Surrender Value** (less any amount required to be withheld). As a result, your **Plan** will terminate and our liability to you under your **Plan** will cease.


If any provision of the **Terms and Conditions** is prohibited by law or judged by a court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required be severed from the **Terms and Conditions** and rendered ineffective as far as possible without modifying the remaining provisions of the **Terms and Conditions** and shall not in any way affect any other circumstances of or the validity or enforcement of the **Terms and Conditions**.

The failure to assert a right under the **Terms and Conditions** or to insist upon compliance with any of the **Terms and Conditions** shall not constitute a waiver by us of any or all of the **Terms and Conditions** and will not set precedent regarding enforcement of the **Terms and Conditions** at a later date.

CONTACT US

To find out more about Professional Portfolio please contact us.

 +44 (0) 1481 714 108

 +44 (0) 1481 712 424

 pbenquiries@utmostworldwide.com

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utmost[™]
WEALTH SOLUTIONS

Utmost Wealth Solutions is the trading name used by Utmost Worldwide Limited and a number of Utmost companies.

A WEALTH *of* DIFFERENCE

Utmost Wealth Solutions is the trading name used by Utmost Worldwide Limited and a number of Utmost companies.

Utmost Worldwide Limited is incorporated in Guernsey under Company Registration No. 27151 and regulated in Guernsey as a Licensed Insurer by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended).

Registered Head Office: Utmost House, Hirzel Street, St Peter Port, Guernsey, Channel Islands GY1 4PA.

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