

## APPLICATION FORM

The annuity that allows personal choice









## New Open Annuity Application Form

#### To London & Colonial Assurance PLC:

I hereby apply for a New Open Annuity contract on the basis of the following information:

Please answer all questions in full.

The illustration reference this application relates to is OA3

#### 1. Your Personal Details

Title	Mr Mrs Miss Ms
	Other (please specify)
First name(s) (in full)	
Surname	
Previous name(s)	
Gender	Male Female
Date of birth	DD MM YYYY
National Insurance number	
Marital status	Single Married Civil Partner
	Separated Divorced Widowed
Address line one	
Address line two	
Town	
County	
Country / Postcode	
Are you resident in the US for tax purposes?	Yes No
Are you a US citizen?	Yes No
Contact telephone number	
E-mail address *	
	* Optional

#### 2. Professional Adviser Details

(Company stamp if available)

Full name of Firm:				
Main business address:				
Telephone:				
Email:				
Authorisation Body (eg FCA):				
Authorisation No:				
I/We certify that the evidence I/we have obtained to verify the identity of the customer meets the standard evidence set out within the guidance for the				
invie certify that the evidence nive hav	e obtained to verify the identity of the customer meets the standard evidence set out within the	guidance for the		
UK Financial Sector issued by the Joint Money Laundering Steering Group. Upon request I/we will supply evidence of the same to London & Colonial.				
Signed	(on behalf of the Professional A	dviser)		
Jigirod	(off bestall of the Frotessional 7)	av.1331 )		

#### 3 Remuneration Basis

Please state the remuneration level that you wish us to pay to your Professional Adviser.			
Initial:	%	OR	£
(Based on the purchase premium and payable at outset)			
Annual:	%	OR	£
(Pavable annually in advance on each anniversary based on the fund value at the time)			

4. Annuity payment details	
Amount of income required	Minimum
(Please tick either minimum or maximum or	Maximum
alternatively enter a specified amount	Specified amount £
between the minimum and maximum)	
Frequency of payments	Annually Half-yearly
	Quarterly Monthly
Basis of payment	In advance * In arrear
The due dates of income nauments under the near	alian whather in advance or error will relate to the
commencement date of the policy.	olicy, whether in advance or arrear will relate to the
commencement date of the policy.	
* Please note that we are required to set up you	ur income payments with a month 1 tax code basis until we
	u choose to have your income paid annually in advance then you
may pay too much tax on this payment. To recla	aim any overpaid tax you will need either to reclaim the overpaid
tax via your self assessment return after the end	d of the tax year or to request us to make an ad hoc income
payment once the correct tax code has been rec	ceived from HMRC.
5. Bank / Building Society	
Please complete details of the account to which	you wish your annuity payments to be made
Name of Bank / Building Society	
Address line one	
Address line two	
Town	
County	
Country / Postcode	
Name of account to be credited	
Account number	
Sort code  IBAN (for non LIK accounts)	

	your Building Society if this is necessary and, if it is, fill in the name, sort code and account number of the Building
	Society's bank account
	Building Society's bank name
	Account number
	Sort code
	Account name
	All payments will be made electronically in GBP - we do not make payments by cheque
•	we do not make payments by eneque
	6. Taxation
	UK Pay As You Earn (PAYE) tax is applied. Please enclose your P45.
	Is the original P45 enclosed? Yes
	No
	To follow
	name tay will be deducted from all income naments in accordance with the LIV DAVE arrangements. In the absence
	Income tax will be deducted from all income payments in accordance with the UK PAYE arrangements. In the absence of a PAE we must apply an emergency tax code on a month 1 basis until we receive a tax code from HMPC.
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	of a P45 we must apply an emergency tax code on a month 1 basis until we receive a tax code from HMRC.
	of a P45 we must apply an emergency tax code on a month 1 basis until we receive a tax code from HMRC.  7. Guarantee Period
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#### 8 Investments

Please see our separate investment notes for details of investment arrangements before completing this section.

I request London & Colonial Assurance PLC to appoint the following appropriately authorised person or organisation to act as investment adviser in relation to the annuity and the underlying investments.

Name of company	
Address line one	
Address line two	
Town	
County	
Country / Postcode	
Contact name	
Contact number	
E-mail address	
Regulatory body / Authorisation number	
I request London & Colonial Assurance PLC to to act as investment manager in relation to the	o appoint the following appropriately authorised person or organisation appropriately authorised person or organisation appropriately annuity.
Name of company	
Address line one	
Address line two	
Town	
County	
Country / Postcode	
Contact name	
Contact number	
Email address	
Nature of agreement	Discretionary Advisory Execution only

#### 9. Declaration

- I declare to the best of my knowledge and belief, that the statements made in this application are true and complete.
- I agree to the payment of the fees set out in Section 3 and that these should be paid to my Professional Adviser (as detailed in page 2) until further notice.
- I agree that this information together with all other information provided to you in connection with this application shall be the basis of the contract.
- I confirm that I have read and agree to be bound by the terms and conditions contained in the Policy and Key Features documents.
- I understand that London & Colonial Services Limited on behalf of London & Colonial Assurance PLC (LCA)
   will store and process my personal information in accordance with the UK Data Protection Act 1998,
   wherever the information is held and processed. LCA is resident in Gibraltar and is registered as Data
   Controllers with the Gibraltar Data Protection Commissioner.
- I understand that I must have an appropriately authorised firm to act as an investment adviser at all times. I would like LCA to appoint the firm indicated in section 8 to perform this function until further notice.
- I understand that LCA will perform electronic searches on me to verify my identity for Anti Money Laundering purposes as and when may be required.
- I agree that my personal information may be used for the administration of my annuity.
- In respect of my annuity, I authorise LCA to pass my personal information to:
  - Any professional financial or investment adviser(s) which I have appointed on this Application Form or in any associated correspondence; and
  - Any necessary third party in connection with administering my annuity.
- In respect of my annuity, I authorise LCA to pass my personal information to:
  - Any professional financial or investment adviser(s) which I have appointed on this Application Form or in any associated correspondence; and
  - Any necessary third party in connection with administering my annuity.
- In respect of my annuity, I consent to LCA obtaining any relevant pensions or related details from any source.
   This includes any professional financial or investment adviser, scheme practitioner, administrator, trustee, insurance company or any other pension provider of any scheme, arrangement or contract in which I have ever had any benefit entitlement.

- I also authorise the holders of this information to supply it to LCA, when requested to do so.
- I consent to LCA providing any relevant information related to my annuity to my other pension scheme trustees, administrators, practitioners, insurers or pension providers when required to do so.
- I understand that LCA may be required to pass my personal details to any regulatory authorities or to any other third parties under pensions regulations and/or to comply with any other legal requirements.
- I hereby agree to be responsible for any, claims, losses, costs, charges or expenses which may be raised against LCA or incurred by LCA in consequence of LCA acting on instructions received by facsimile or email from the address stated on this application form and/or provided by me. I understand that email is not a secure method of communication and confidential or sensitive information will not be transmitted to me in this format by LCA unless requested by me.
- I understand that these statements apply to the details contained in this form, to any other information
  provided in association with this Application and to any data which LCA creates, receives or processes in
  future in relation to my annuity.
- I understand that the recipient(s) of any income payments during the guarantee period as indicated in Section 7 will be responsible for all investment decisions during the guarantee period.
- This declaration is, to the best of my knowledge, correct.

To be signed by the annuitant or the annuitant's attorney

(if being signed by an attorney please enclose the appropriate power of attorney):

Signed		
Print name		
Date	DD MM YYYY	

#### 10. Professional Adviser Checklist

Please check that the following items in this form have all been signed

<ul> <li>Professional Adviser signatures Section 2, page 2</li> <li>Client signatures Section 10, page 7 and Form A and Form B</li> </ul>	Please tick
Please enclose the following documents fully completed and signed or indicate	ate if to follow
Application documents	Enc To follow
Form A - Investment Adviser Agreement	
Form B - Open Market Option Request (one for each source) completed and signed by the annuitant	
Power of attorney where applicable	
Proof of age	
Annuitant's birth certificate or birth certificate verification form	
Annuitant's original marriage certificate or marriage certificate verification form (if applicable)	
Any change of name documentation (if applicable)	
General	
Annuitant's original P45	
Please: POST the original application and enclosures to	

London & Colonial, 38 - 42 Perrymount Road, Haywards Heath, West Sussex RH16 3DN.

OA3 AF v 16.4 Apr2013

#### 11. Index of additional forms

Form A: Investment Adviser agreement – if Professional Adviser is to also act as the "investment adviser" (Required to effect the New Open Annuity)

Form B: Open Market Option form (UK Registered Pension Scheme)

(please photocopy for additional sources as required)

In addition to forms A and B we recommend completion of forms C, D and E but they are not essential and their absence will not delay acceptance or commencement of the Annuity.

Form C: Annuitant's death benefit nomination form

(not required to effect the New Open Annuity)

Form D: Annuitant's second life nomination form (if applicable)

(not required to effect the New Open Annuity)

Form E: Charity Nomination form

(not required to effect the New Open Annuity)

### FORM A - Investment Adviser agreement

page 10

This A	agreement is made the day of Two thousand and		
Between:			
1.)	London and Colonial Assurance Plc ("London & Colonial") whose registered office is at 57/63 Line Wall Road, Gibraltar of the first part and		
2.)	The individual referred to in Schedule 1 (the "Policyholder") of the second part and		
3.)	The party referred to in Schedule 2 (the "Investment Adviser") of the third part		
Wher	eas:		
a)	London & Colonial has issued a New Open Annuity policy (the "Policy") to the individual referred to in Schedule 1.		
b)	Under the provisions of the Policy the Policyholder is allowed to choose (within the range of Permitted Investments) the underlying investments of the Fund.		
c)	The Policyholder has appointed the Investment Adviser to provide the Policyholder with advice, in accordance with separate terms of business agreed between them, as to the assets to be held within the Fund.		
d)	The Policyholder wishes London & Colonial to appoint the Investment Adviser for the purpose of carrying out certain investment instructions		
It is hereby agreed as follows:			
The words and expressions defined below shall have the same meanings throughout this Agreement			
"Permitted Investments" means the assets that London & Colonial have determined may be held within the Fund from time to time, details of which have been provided to the Policyholder and the Investment Adviser and			

which may be varied from time to time as London & Colonial may decide to be appropriate or necessary.

"Fund" means the fund maintained by London & Colonial for the benefit of the Policyholder representing the value of the assets allocated to that fund.

"Investment Transactions" means all matters relating to and including the purchase and sale of the assets of the Fund.

Where the context allows, words in the singular shall be taken to include the plural and vice versa.

Where the context allows, words in the masculine shall be taken to include the feminine and vice versa.

References to legislation and regulations shall be taken to include all replacement legislation and regulations.

- 1. Investment Adviser appointment
- 1.1. The Policyholder hereby requests London & Colonial to accept instructions from the Investment Adviser in relation to Investment Transactions and London & Colonial hereby appoints the Investment Adviser for this purpose in accordance with and subject to the terms, undertakings and procedures set out herein.
- 1.2. The Investment Adviser hereby accepts the appointment set out in paragraph 1.1 and confirms that it is authorised under the Financial Services & Markets Act 2000 to act as Investment Adviser.
- 1.3. The Policyholder agrees that instructions for Investment Transactions will be supplied to London & Colonial only by the Investment Adviser and that London & Colonial will not accept instructions from any other party, including the Policyholder.
- 1.4. In relation to any Investment Transaction instruction London & Colonial shall be entitled to rely on any such instruction given unless such instruction is cancelled by the Investment Adviser.
- 1.5. All instructions shall be in writing unless London & Colonial agrees otherwise.

- page 12 2. Duties and responsibilities of the Investment Adviser
  - 2.1. The Investment Adviser acknowledges that although the assets are those of London & Colonial, the investment instructions shall be those of the Policyholder who shall be treated for these purposes as a retail client as defined by the UK Financial Conduct Authority (FCA).
  - 2.2. The Investment Adviser, in relation to any part of the fund not managed by an Investment Manager, undertakes to ensure that any assets purchased on behalf of London & Colonial will fall within the list of Permitted Investments.
  - 2.3. All investments shall be made in the name of London & Colonial or its nominee and all payments and receipts shall be made in favour of London & Colonial.
  - 2.4. The Investment Adviser will be responsible for ensuring that London & Colonial is provided with details of all Investment Transactions carried out. To the extent that these are not provided by an investment manager, trading platform or custodian within the required timescale, the Investment Adviser undertakes to provide London & Colonial with valuations and information relating to Investment Transactions every six months or such other timescale as London & Colonial shall notify to the Investment Adviser. Such valuations and information shall include:
    - 2.4.1. The name (or suitable identifier) of each holding;
    - 2.4.2. The nominal amount of the holding:
    - 2.4.3. Portfolio valuation at the six month end (including cash balances);
    - 2.4.4. Details of purchases and sales in the period (including realised gains);
    - 2.4.5. Details of cash movements in the six month period with opening balances that correspond with closing balances on the previous details issued;
    - 2.4.6. Unrealised losses and gains to be produced at the six month end;
    - 2.4.7. Where applicable, interest and/or dividends.
  - 2.5. The Investment Adviser undertakes to forward completed valuations to London & Colonial, 38-42

    Perrymount Road, Haywards Heath, West Sussex, RH16 3DN within 14 days of the six month end.
  - 2.6. The Investment Adviser acknowledges that failure to provide the reporting requirements in a full, complete and timely manner will result in the termination of this Agreement.

- 2.7. The Investment Adviser, in relation to that part of the fund that the Investment Adviser is undertaking investment instructions, confirms that no transaction will be entered into where the full liability relating to that transaction is not known at the date the transaction is effective and also that no transaction will be entered into where the full liability is not covered by the assets already held by London & Colonial in respect of the Policyholder or from the proceeds of the sale of any policy assets already held by London & Colonial on behalf of the Policyholder.
- 2.8. The Policy is part of London & Colonial's Pension Business Fund and as such London & Colonial is entitled to receive any interest on a gross basis. London & Colonial do not make tax reclaim submissions and the Investment Adviser agrees to make the necessary arrangements, where appropriate, for London & Colonial to receive interest on a gross basis.

#### 3. General

- 3.1. All costs, expenses and charges in respect of Investment Transactions shall be borne by the Fund and shall not be recoverable from any other assets or resources of London & Colonial.
- 3.2. London & Colonial shall carry no responsibility for the selection or performance of investments made in connection with the Fund, this being a matter between the Policyholder and the Investment Adviser.
- 3.3. It is acknowledged by all parties to this Agreement that London & Colonial shall have the overriding right to veto any Investment Transaction that in its opinion would be contrary to any statutory provision or regulation that applies to the Policy or that would be contrary to any of the provisions in this Agreement or that would, in the sole discretion of London & Colonial, require unduly complex or onerous administration.
- 4. Termination of this Agreement
- 4.1. This Agreement may be terminated by any of the parties to this Agreement at any time by notice in writing to the other parties.

- page 14 4.2. The parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders performance of this Agreement impossible, in which case:
  - 4.2.1. All monies due to the Parties shall be paid immediately or as soon as is reasonably practicable in the circumstances of force majeure then prevailing
  - 4.2.2. The Parties shall not be obliged to continue to provide the services required.
  - 4.3. If this Agreement is terminated London & Colonial will not accept any further Investment Transaction instructions in relation to the Fund or its assets until a new Investment Adviser is appointed.
  - 4.4. In the event that this Agreement is terminated the Investment Adviser will transfer all assets without charge in a timely manner either to London & Colonial or to such other person or company that London & Colonial shall notify to the Investment Adviser.
  - 4.5. London & Colonial will not accept any liability or loss in respect of the assets within the Fund that are incurred due to an Investment Adviser not being appointed by the Policyholder.
  - 4.6. London & Colonial will be entitled to sell all the assets of the Fund and place the proceeds in a cash account if a new Agreement has not been executed within one month of this Agreement being terminated.
  - 5. Communications
  - 5.1. If London & Colonial needs to provide another party to this Agreement with any document or any kind of notice it must be delivered to that party personally or posted to the last address shown for that party in London & Colonial's records.
  - 5.2. If the Policyholder or Investment Adviser needs to give London & Colonial any notices, information or requests, they must be given in writing and must be sent by post or otherwise delivered to us either at our Head Office in Gibraltar or to our administration office at 38-42 Perrymount Road, Haywards Heath, West Sussex RH16 3DN or to such other place as we may from time to time tell you.

6.1.	This Agreement is to be governed by and interpreted in accordance with the laws of Gibraltar and the non-exclusive jurisdiction of the Courts in Gibraltar in relation to any claim, dispute or difference that may arise in connection herewith.		
	Signed		
		For and on behalf of London & Colonial	
	Signed		
		For and on behalf of the Investment Adviser	
	Signed		
		The Policyholder	

6.

Law

#### page 16 Schedule 1 - The Policyholder

38-42 Perrymount Road

Haywards Heath

West Sussex

**RH16 3DN** 

London and Colonial Assurance Plc Registered Office: 57/63 Line Wall Road Gibraltar

London and Colonial is authorised by the Gibraltar Financial Services Commission

New Open Annuity Investment Agreement v1.0 August 2010

#### Form B - Open Market Option Request

To be completed by the Scheme Member / Policyholder

1) Transferring Scheme or Policy details			
Name of transferring Scheme / Policy			
Policy / Ref number(s)			
Estimated amount of transfer value	£		
Administrator's name			
Address line one			
Address line two			
Town			
County			
Country / Postcode			
Telephone number			
Contact name			
2) Policyholder / Scheme Member			
Full name			
Date of Birth	DD MM YYYY		
National Insurance number			
Would you like to transfer any assets of the			
transferring scheme to your annuity in specie?	Yes No		
(If yes, please provide details of the assets to be transferred in specie.)			
I wish to exercise the open market option and request	t that the value of my benefits be used to purchase a New		
Open Annuity from London & Colonial Assurance PLC			
I agree that your compliance with this request shall be	e a full and complete discharge of your liabilities to provide		
benefits under your Registered Pension Scheme.			
Signed			
Date	DD MM YYYY		

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#### FORM C - Nomination of Death Beneficiaries

You may request that the lump sum death benefits payable be divided between two or more persons. The proportion that you wish each person to receive should be entered in the third column. This nomination can be changed by submitting a replacement nomination form to us at any time.

In the event of my death I would like any lump sum payable under the New Open Annuity to be paid to the following person or persons in the manner shown below.

I understand that in exercising your discretion in the disposal of the benefits you will not be bound by my nominations but you will bear them in mind.

Full name and address of beneficiary	Relationship to you	%

Charity nomination - Please fill in Form E "Charity Nomination Form"

We recommend that you review your nomination(s) regularly, particularly if either your circumstances, or those of your beneficiaries, change. Upon notification of your death, we will refer to the most recent signed nomination received by us.

Title	Mr Mrs Miss Ms
	Other (please specify)
First name(s) (in full)	
Surname	
Previous name(s)	
Gender	Male Female
Date of birth	DD MM YYYY
National Insurance number	
Marital status	Single Married Civil Partner
	Separated Divorced Widowed
Address line one	
Address line two	
Town	
County	
Country / Postcode	
Contact telephone number	
E-mail address *	
Relationship to annuitant	Spouse Civil partner
	Financial dependant Other dependant
	* Optional

# FORM E - Charity Nomination Form To London & Colonial Assurance PLC Policy number (if known) From (full name) On termination of this policy, I would like the value at that date less fees or expenses (if any) to be paid to the following Charity or Charities in the manner shown below. I understand that London & Colonial cannot be bound by my nomination(s) but will endeavour to follow it where possible. Signed Date In case of difficulty in completing this form please consult London & Colonial. After completion this form should be returned to London & Colonial at 38 – 42 Perrymount Rd, Haywards Heath, West Sussex RH16 3DN for safe keeping. A form deposited in this way may at any time be withdrawn and another deposited in its place. Full name and address of Charity(s) Percentage of benefit to be paid

## APPLICATION FORM

The annuity that allows personal choice

For more information about any of our products please scan the QR code below or contact:

t: 0203 640 6840 f: 0203 479 5506

w: www.londoncolonial.com

e: IFASupport@londoncolonial.com

are authorised by the Gibraltar Financial Services Commission.

25 Y E A R S En. 1988



London & Colonial Holdings Limited, London & Colonial Services Limited, London & Colonial Central Services Limited and London & Colonial Trustees Limited are registered in England and Wales. Registered numbers 4093489, 2966313, 7966194, 2275364 respectively. Registered office at 38-42 Perrymount Road, Haywards Heath, West Sussex RH16 3DN. London & Colonial Services Limited is authorised and regulated by the Financial Conduct Authority. London & Colonial Assurance plc and London & Colonial (Trustee Services) Limited are registered in Gibraltar. Registered numbers 80650 and 102550 respectively. Registered office PO Box 199, 57-63 Line Wall Road, Gibraltar. London & Colonial Assurance plc and London & Colonial (Trustee Services) Limited