

EU OPEN
ANNUITY



APPLICATION FORM

The annuity that offers maximum flexibility



Powered by the London & Colonial...





EU Open Annuity Application Form

To London & Colonial Assurance PLC:

I hereby apply for an EU Open Annuity contract on the basis of the following information:

Please answer all questions in full.

The illustration reference this application relates to is OA5

1. Your Personal Details

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

* Optional

2. IFA Details

IFA Details (IFA stamp if available)

Full name of Firm:	<div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 2px;"></div>
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 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 Intermediary)

3. Annuity payment details

Amount of income required	Minimum	<input type="text"/>
(Please tick either minimum or maximum or	Maximum	<input type="text"/>
alternatively enter a specified amount	Specified amount	£ <input type="text"/>
between the minimum and maximum)		

Frequency of payments	Annually	<input type="checkbox"/>	Half-yearly	<input type="checkbox"/>
	Quarterly	<input type="checkbox"/>	Monthly	<input type="checkbox"/>

Basis of payment	In advance	<input type="checkbox"/>	In arrear	<input type="checkbox"/>
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The due dates of income payments under the policy, whether in advance or arrear will relate to the commencement date of the policy.

4. Bank / Building Society

Please complete details of the account to which you wish your annuity payments to be made

Name of Bank / Building Society	<input type="text"/>
Address line one	<input type="text"/>
Address line two	<input type="text"/>
Town	<input type="text"/>
County	<input type="text"/>
Country / Postcode	<input type="text"/> <input type="text"/>
Name of account to be credited	<input type="text"/>
Account number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Sort code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
IBAN (for non UK accounts)	<input type="text"/>

For some Building Society accounts we have to make payments to the Building Society's own bank account.
Please ask 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	<input type="text"/>
Account number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Sort code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account name	<input type="text"/>

All payments will be made electronically in GBP - we do not make payments by cheque

5. Remuneration Basis

Please state the remuneration level that you wish us to pay to your Financial Adviser.

Initial: % OR £

(Based on the purchase premium and payable at outset)

Annual: % OR £

(Payable annually in advance on each anniversary based on the fund value at the time)

6. Investments

We require that an Investment Adviser be appointed for your Annuity.

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	<input type="text"/>	
Address line one	<input type="text"/>	
Address line two	<input type="text"/>	
Town	<input type="text"/>	
County	<input type="text"/>	
County / Postcode	<input type="text"/>	<input type="text"/>
Contact name	<input type="text"/>	
Contact number	<input type="text"/>	
E-mail address	<input type="text"/>	
Regulatory body	<input type="text"/>	
Authorisation number	<input type="text"/>	

The investment adviser MUST complete the agreement in Form A attached

If an investment manager is also required please provide the details below.

page 5

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

Name of company	<input type="text"/>	
Address line one	<input type="text"/>	
Address line two	<input type="text"/>	
Town	<input type="text"/>	
County	<input type="text"/>	
Country / Postcode	<input type="text"/>	<input type="text"/>
Contact name	<input type="text"/>	
Contact number	<input type="text"/>	
E-mail address	<input type="text"/>	
Nature of agreement	Discretionary <input type="checkbox"/>	
	Advisory <input type="checkbox"/>	
	Execution only <input type="checkbox"/>	
Regulatory body	<input type="text"/>	
Authorisation number	<input type="text"/>	

7. Guarantee Period

Unless you advise us to the contrary we will NOT apply a 10 year guarantee period to your annuity.

However, If you would like to have a 10 year guarantee period added to your annuity then please provide details of the person to whom you wish the income to be paid in the event of your death during the guarantee period:

- ☐ The nominated second life detailed on Form D attached
- OR
- ☐ To my estate to be distributed in accordance with my will.

If you are in any way unsure about whether or not to have a 10 year guarantee period, please speak to your IFA

8. 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 5 and that these should be paid to my Financial Adviser (as detailed in page 3) 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 6 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 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

9. IFA Checklist

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

- | | Please tick |
|--|--------------------------|
| • IFA signatures Section 2, page 2 | <input type="checkbox"/> |
| • Client signatures Section 8, page 7 and Form A & B | <input type="checkbox"/> |

Please enclose the following documents fully completed and signed or indicate if to follow

Application documents

Enc To follow

Form A - Investment Adviser Agreement

☐

Form B – Annuity purchase request form (*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 enclosed (*if applicable*)

☐

Any change of name documentation (*if applicable*)

☐

Please: POST the original application and enclosures to

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

10. Index of additional forms

Form A: Investment Adviser agreement – if IFA is to also act as the “investment adviser”

(Required to effect the EU Open Annuity)

Form B: Annuity purchase request form

(please photocopy for additional sources as required)

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

Form C: Nomination of Death Beneficiaries

(not required to effect the EU Open Annuity)

Form D: Personal details of Nominated Second Life *(if applicable)*

(not required to effect the EU Open Annuity)

FORM A - Investment Adviser agreement

This 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

Whereas:

- a) London & Colonial has issued an EU 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.

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 Services Authority (FSA).
- 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.

- 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. Law

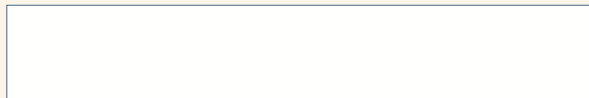
- 6.1. This Agreement is to be governed by and interpreted in accordance with the laws of Gibraltar and the non-exclusive jurisdiction of the Courts in Gibraltar in relation to any claim, dispute or difference that may arise in connection herewith.

Signed

A rectangular box with a thin blue border, intended for a signature.

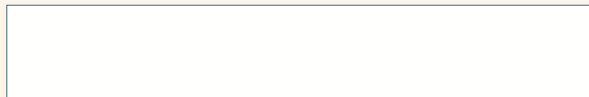
For and on behalf of London & Colonial

Signed

A rectangular box with a thin blue border, intended for a signature.

For and on behalf of the Investment Adviser

Signed

A rectangular box with a thin blue border, intended for a signature.

The Policyholder

Full name	<input type="text"/>
Address line one	<input type="text"/>
Address line two	<input type="text"/>
Town	<input type="text"/>
County	<input type="text"/>
Country / Postcode	<input type="text"/> <input type="text"/>

Schedule 2 - The Investment Adviser

Contact name	<input type="text"/>
Company name	<input type="text"/>
Address line one	<input type="text"/>
Address line two	<input type="text"/>
Town	<input type="text"/>
County	<input type="text"/>
Country / Postcode	<input type="text"/> <input type="text"/>
FSA number	<input type="text"/>

Please return this form to:

London & Colonial
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

EU Open Annuity Investment Agreement v1.0 August 2010

FORM B - Annuity purchase request form

To be completed by the Scheme Member/Policyholder

Any funds from a recognised pension scheme in any non-UK jurisdiction can be accepted unless it is a requirement that they be applied to provide income with any kind of guarantee.

1) Scheme or Policy details

Name of Scheme or Policy	<input type="text"/>
Policy/Ref number(s)	<input type="text"/>
Estimated amount of transfer value	£ <input type="text"/>
Administrator's name	<input type="text"/>
Address line one	<input type="text"/>
Address line two	<input type="text"/>
Town	<input type="text"/>
Country / Postcode	<input type="text"/> <input type="text"/>
Telephone number	<input type="text"/>
Contact name	<input type="text"/>

2) Policyholder / Scheme Member

Full name	<input type="text"/>
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
National Insurance number	<input type="text"/>
Would you like to transfer any assets to your annuity in-specie?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, please provide details of the assets to be transferred in specie.

I request that the value of my benefits be used to purchase a EU Open Annuity from London & Colonial Assurance PLC.

I agree that your compliance with this request shall be a full and complete discharge of your liabilities to provide benefits under your pension scheme.

Signed	<input type="text"/>
Dated	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Please photocopy this page for additional transfer sources

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FORM C - Nomination of Death Beneficiaries

You may request that any 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.

In the event of my death I would like any sums payable under the 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 will bear them in mind.

Full name, date of birth and address of beneficiary	Relationship / financial dependence	%

We recommend that you review your nomination 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.

FORM D - Personal details of Nominated Second Life

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

* Optional



APPLICATION FORM

The annuity that offers maximum flexibility

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



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 are authorised by the Gibraltar Financial Services Commission.

