

# Appointment of Discretionary Manager

# For completion by the policyholder(s)

Please complete this form in English using BLOCK CAPITALS and black ink. If you make a mistake, please cross it out and correct it, initialling any amendments. Please do not use correction fluid or any other method for deleting information.

To Friends Provident International Limited

## Appointment of Discretionary Fund Manager & Custodian<sup>†</sup>

### Section A

#### For completion by the Applicant(s)

Global Portfolio Policy Number

Name of Discretionary Fund Manager & Custodian ('the Manager')

Address

- 1 I/We declare that I/we wish for the underlying assets held within my/our Global Portfolio policy to be placed in a discretionary account, which will be managed on a discretionary basis by the Manager. I/We further declare that I/we wish for the custodian or any other legal or natural person appointed by the custodian to hold safe custody of these assets.
- 2 I/We acknowledge that these investments are held in the name of Friends Provident International and therefore it is necessary for Friends Provident International to enter into a formal agreement (the Agreement) appointing the Manager. I/We acknowledge that Friends Provident International may modify the Agreement at its absolute discretion, for example where the Agreement allows for the provision of certain investments, but which cannot be held within my/our Global Portfolio policy.
- 3 I/We acknowledge that Friends Provident International is only prepared to enter into the Agreement as a result of my/our request to appoint the Manager to manage the assets and for the custodian to hold safe custody of the assets.
- 4 I/We agree that Friends Provident International shall not be responsible for any loss or liability to my/our Global Portfolio policy, as a result of the actions, or failure to take action, on the Manager's or custodian's part, or on the part of any legal or natural person appointed by the manager or custodian, which gives rise to any loss in value to my/our Global Portfolio policy howsoever arising.
- 5 I/We and my/our estates promise to repay to or reimburse Friends Provident International in respect of all losses, damages, liabilities, actions, proceedings, claims, costs and expenses (including legal expenses) arising from the activities of the Manager or custodian and any legal or natural person appointed by the Manager or custodian (including, but not limited to, the cost of defending in any court of law such claim, demand or action against Friends Provident International and the cost of recovering the investments). I/We agree that if Friends Provident International is obliged to pay any money to the Manager or custodian or any legal or natural person appointed by the Manager or custodian under the terms of the Agreement, such money shall be deducted from my/our Global Portfolio policy.
- 6 I/We acknowledge that Friends Provident International may terminate the appointment.

### Section B

I/We acknowledge that the Manager will deduct a fee of

USD  GBP  Other  Amount  a quarter

or  % per annum, of the value of the discretionary account at the quarterly valuation point, plus VAT. I acknowledge that the provision of discretionary fund management services by UK and non-UK discretionary fund managers is subject to value added tax (VAT) at the applicable UK rate. I/we agree that if Friends Provident International is obliged to apply VAT for discretionary fund management services, such money shall be deducted from my/our Friends Provident International Policy.

I/We also acknowledge that other fees, including but not limited buying and selling, safe custody and delivery charges will be deducted from the discretionary account, in accordance with the manager's and custodian's rates for such charges in force from time to time.

## Section C — Investment Restrictions

The following lists show the assets permitted within the collective investments and personalised assets versions of this policy for both Accredited and Non Accredited Investors.

It is important that you understand which version you will be investing in and do not invest outside of these parameters.

Each asset will be vetted on an individual basis against our internal criteria and we reserve the right to refuse any asset.

Friends Provident International is the beneficial owner of all the assets held within the policy, which are held in Friends Provident International's name.

Please note the following investment restrictions that apply.

### **a Global Portfolio – Personalised assets version**

#### **i) 'Accredited' investors**

Most forms of investment are available for inclusion in the Fund including:

- Cash, including bank and building society deposits
- Equities and fixed-interest securities listed on a stock exchange approved by us
- Unit Trusts
- Investment Trusts
- Real Estate Investment Trusts
- Structured Notes and Structured Deposits
- Open Ended Investment Companies (OEICs)
- Hedge Funds, Funds of Hedge Funds and Exchange Traded Funds (ETFs)
- Corporate and Government Bonds

#### **ii) 'Non-Accredited' investors**

Where the selected asset is a collective investment, non-accredited investors may only link to collective investment schemes that are authorised or recognised schemes as defined in Sections 286 and 287 of the Singapore Securities & Futures Act (Cap. 289). Equities and fixed-interest securities quoted on a recognised stock exchange and cash deposits are also permissible.

### **b Global Portfolio – 'Collective Investment version**

#### **i) 'Accredited' investors**

For an asset to be available, it must be structured as follows:

- Authorised or recognised schemes as defined in Sections 286 and 287 of the Singapore Securities & Futures Act (Cap. 289)

## Section D

I/We acknowledge that Friends Provident International may if it so wishes but without being under an obligation to do so, agree the investment criteria, risk criteria, and investment restrictions set out below:

1 **Investment Criteria** (for example Cautious, Balanced, Aggressive)

2 **Risk Criteria** (for example Low, Medium, High)

3 **Investment restrictions** I/We agree to the investment restrictions listed on page 21.

4 **Investment Status**

Retail Investor

☐

Non Retail Investor

☐

A Retail investor is an investor who is not a Non Retail (Qualified/Professional) Investor.

**Non Retail Investor (Qualified/Professional):**

1. A government, governmental institutions and authorities, or the companies fully owned by any of the aforementioned.
2. International bodies and organizations.
3. A person or entity licensed to engage in a commercial business, provided that one of the purposes of its business is managing investments, including:
  - a. A person, body corporate, partnership, trust or other unincorporated association whose ordinary business or professional activity includes acquiring, underwriting, managing, holding or disposing of investments, whether as principal or agent or giving advice about investments;
  - b. Any director or partner of or consultant to a person referred to in paragraph (a);
  - c. A functionary to a professional investment vehicle or an associate of a functionary to a professional investment vehicle;
  - d. An employee, director or shareholder of or consultant to a person in (c) who is acquiring the investment as part of his remuneration or an incentive arrangement or by way of co-investment;
  - e. A trustee of a family trust settled by or for the benefit of one or more persons referred to in paragraphs (c) or (d);
  - f. A trustee or operator of any employment benefit or executive incentive scheme or trust established for the benefit of persons referred to in paragraphs (c) or (d) or their dependents;
  - g. A government, local authority, public authority or supra-national body in the Isle of Man or elsewhere.
4. A natural person who declares that their annual income is not less than £250,000, or their net equity, with the exception of their main home, exceeds £1,000,000.

In addition all managers will be issued with a revised Permitted Investments Schedule, which will illustrate which asset types can be held by clients depending on their status as a Retail or Non Retail investor.

	First (or only) Applicant	Second Applicant
Signature(s) of applicant(s)	<input type="text"/>	<input type="text"/>
Date (DD/MM/YYYY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

<sup>†</sup> **Important Note:** If the Discretionary Fund Manager is resident in Singapore and does not hold a Capital Markets Services (CMS) license, we will not be able to accept their appointment. Discretionary Fund Manager is not licensed by the Monetary Authority of Singapore, the Discretionary Fund Manager will not be advising/dealing with customer such that there are infringements against the Financial Advisers Act and/ or the Securities and Futures Act.

## Further information

The information given in this document is based on the understanding of Friends Provident International of current laws and Isle of Man taxation practice as at July 2020, which may change in the future. No liability can be accepted for any personal tax consequences of this policy or for the effect of future tax or legislative changes.

Investment involves risk. Past performance should not be viewed as a reliable guide of future performance. Fund prices may go up and down depending upon underlying investment performance, and the value of your investment cannot be guaranteed. Investments held within a fund may not be denominated in the currency of that fund and the value of those assets can go up and down simply because of movements in currency exchange rates. All fund performance is quoted net of annual charges.

All policyholders are protected by the Life Assurance (Compensation of Policyholders) Regulation 1991 of the Isle of Man, wherever their place of residence.

Investors should be aware that specific investor protection and compensation schemes that may exist in relation to collective investments and deposits accounts are unlikely to apply in the event of failure of such an investment held within investment-linked life insurance policies.

Complaints we cannot settle may be referred to the Financial Insurance Disputes Resolution Centre Limited ('FIDReC') for assistance within six months from the date you failed to reach an agreement with Friends Provident International. You can contact FIDReC at:

36 Robinson Road  
#15-01  
City House  
Singapore 068877  
Tel: +65 6327 8878; Fax: +65 6327 8488 / 6327 1089  
Website: [www.fidrec.com.sg](http://www.fidrec.com.sg)  
Email: [info@fidrec.com.sg](mailto:info@fidrec.com.sg)

Some telephone communications with Friends Provident International are recorded and may be randomly monitored.

The legal interpretation is that each policy is governed by and shall be construed in accordance with the laws of Singapore.

**Friends Provident International Limited:** Registered and Head Office: Royal Court, Castletown, Isle of Man, British Isles, IM9 1RA. Isle of Man incorporated company number 11494C. Authorised and regulated by the Isle of Man Financial Services Authority. Provider of life assurance and investment products. **Singapore branch:** 182 Cecil Street, Level 17 Frasers Tower, Singapore 069547. Registered in Singapore No. T06FC6835J. Licensed by the Monetary Authority of Singapore to conduct life insurance business in Singapore. Member of the Life Insurance Association of Singapore. Member of the Singapore Financial Dispute Resolution Scheme. Friends Provident International is a registered trademark and trading name of Friends Provident International Limited.