

fund adviser appointment form



Canada Life[™]
International

appointment

appointment form

This section must be completed in all instances by the Policyholder.

Name (Policyholder 1)

Permanent residential address

| |
|----------------------|
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |

Postcode

Name (Policyholder 2)

Permanent residential address

| |
|----------------------|
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |

Postcode

The Policyholder in respect of an Policy with Policy Number

(such Policy, the 'Policy')

To:

Canada Life International Limited of St Mary's, The Parade, Castletown, Isle of Man, IM9 1RJ (the 'Company').

Introduction:

- A. The Policyholder wishes to make the following appointment(s), subject to the terms and conditions set out in Section 2.
- B. The Policyholder is responsible for completing the relevant sections pertaining to the appointment(s) he wishes to make. The appointment of a Fund Adviser is subject to the Company's approval.
- C. The Fund Adviser is appointed by the Policyholder to give dealing instructions to the Company in respect of the funds held by the Company to which the Policyholder's Policy is linked.

section 1

fund adviser appointment

The Policyholder appoints:

Fund Adviser name

Fund Adviser address

Postcode

to be the Fund Adviser in respect of the Policy and accordingly requests that the Company agree to the appointment of such person as Fund Adviser to the Policy. Completion by the appointed Fund Adviser of a Fund Adviser Appointment Conditions Form in the form annexed to this Appointment Form shall be a condition precedent to the Company agreeing to the appointment of the appointed Fund Adviser by the Company.

'Fund Adviser' means an investment adviser acceptable to and appointed by the Policyholder to be the investment adviser to the Company in respect of the Policy.

I/We instruct a fee of % p.a. (plus VAT if applicable*) to be paid to the appointed Fund Adviser and that such amounts be charged to the Policy at quarterly intervals, at the appropriate quarterly Valuation Point.

The appointed Fund Adviser will only be entitled to a fee if acting in a discretionary capacity.

*If the appointed Fund Adviser is VAT registered, the Company will provide a statement following which a VAT invoice should be submitted. Payment will be made on receipt of this invoice.

section 2

terms and conditions

In consideration of the Company agreeing to the appointment of the appointed Fund Adviser, the Policyholder undertakes to and covenants and agrees with the Company in the following terms.

1. Words and expressions used and not otherwise defined in this Appointment Form shall have the meanings ascribed to them in the Policy Provisions. In this Appointment Form a reference to any gender shall be deemed to include any other gender, the singular shall be deemed to include the plural and vice versa and references to persons shall be deemed to include natural persons, companies, bodies corporate, unincorporated associations, partnerships, firms and other entities whether or not having separate legal personality.
2. By signing and returning a copy of this Appointment Form, the Policyholder confirms his intent that this Appointment Form constitutes a binding contract between the Policyholder and the Company.
3. The Company shall not be responsible or liable for and the Policyholder waives any claim (*present or future*) that he may have against the Company in connection with any loss, liability, damage, cost (*including without limitation legal and other professional costs*) and/or expense suffered or incurred by the Policyholder or any other person in relation to the Policy arising as a result of:
 - (a) any act or omission of the Fund Adviser appointed by or on behalf of the Policyholder (*including without limitation any advice given, decisions made or any dealing in or holding of the constituent investments of the Fund by any such person*); and/or
 - (b) any failure of the Company to act in accordance with any advice given by the appointed Fund Adviser, except in circumstances where the failure occurs as a result of the Company's negligence.
4. The Company shall not be responsible or liable for any guarantees involved in any collective investment scheme offered by any collective investment scheme provider. Also, as the Company does not provide any investment advice to the Policyholder, it is not responsible for the suitability of any investment advice given to the Policyholder.
5. The Policyholder hereby indemnifies the Company, keeps the Company indemnified and holds the Company harmless against any loss, liability, damage, cost (*including without limitation legal and other professional costs*) and expense incurred or suffered by the Company as a result of or in connection with:
 - (a) the appointment, amendment of appointment, replacement or removal of the Fund Adviser appointed by or on behalf of the Policyholder;
 - (b) any acts or omissions of the Fund Adviser appointed by or on behalf of the Policyholder (*including without limitation any advice given, decisions made or any dealing in or holding of the constituent investments of the Fund by any such person*).
6. The Policyholder shall inform the Company immediately if he wishes to revoke or amend any appointment made in this Appointment Form in any way and until the Company receives such notice, the Company may accept instructions from and/or continue to deal with the appointed Fund Adviser with regard to the Policy. Any amended or replacement appointment shall be made on the terms of the applicable Fund Adviser Appointment Form in use by the Company at the time of such appointment or, if none, the then most recent such form.
7. The Company may in its absolute discretion refuse to accept the appointment of a Fund Adviser appointed by or on behalf of the Policyholder (*including, for the avoidance of doubt, any amendment or replacement appointment*).
8. The Company shall have the right to terminate the appointment on the happening of any of the Termination Events set out in the Fund Adviser Appointment Conditions. Should the Policyholder want to terminate the appointment, the Policyholder should provide a written request to the Company to terminate the appointment.
9. The Policyholder hereby consents to the release to the Fund Adviser by the Company of such personal data as the Company may consider necessary for the Fund Adviser to undertake its obligations as Fund Adviser, as relevant.
10. This Appointment Form shall be governed by, and its provisions construed in accordance with, the laws of the Isle of Man.

Agreed and accepted by:

Signed

Print name

Date

Policyholder 1

Policyholder 2

section 3

fund adviser appointment conditions

From:

Full name of Fund Adviser

(the 'Appointed Fund Adviser')

Address

Postcode

Regulator

Country

Reference number

To:

Canada Life International Limited, St Mary's, The Parade, Castletown, Isle of Man, IM9 1RJ (the 'Company')

section 3

fund adviser appointment conditions (cont).

APPOINTMENT:

- The appointment of the appointed Fund Adviser by the Policyholder shall be subject to the terms and conditions set out in this Fund Adviser Appointment Conditions Form.
- The Company, the Policyholder and the appointed Fund Adviser agree that the appointment of the appointed Fund Adviser may be terminated at any time by either party on one month's written notice. The Company shall be entitled to immediately terminate the appointment of the appointed Fund Adviser:
 - (2.1) in the event of the death, bankruptcy, dissolution, insolvency, winding up, conviction for a criminal offence or ceasing to be authorised or licensed by any regulator of the appointed Fund Adviser or the breaching the terms and conditions of any such authorisation or licence by the appointed Fund Adviser (each such event a "Termination Event"); or
 - (2.2) in the event that the Company considers that there is a reasonable likelihood of a Termination Event occurring; or
 - (2.3) on receipt of a written request to do so from the Policyholder.
- The appointed Fund Adviser shall notify the Company immediately upon the occurrence of a Termination Event giving reasonable details of the nature and circumstances of such Termination Event.
- The appointed Fund Adviser confirms that it has such authorisations and licences with such regulatory bodies as is necessary to act as the appointed Fund Adviser. The appointed Fund Adviser further confirms that it is not and has not been in breach of the terms of any such authorisations and/or licences and that it will comply with all applicable laws and the rules of the appropriate regulator. The appointed Fund Adviser further confirms that information relating to such authorisations and licences set out in this Fund Adviser Appointment Conditions Form is accurate, complete and not misleading.
- The terms and conditions in this Fund Adviser Appointment Conditions Form shall apply to the appointment of the appointed Fund Adviser notwithstanding anything inconsistent with them in any other agreement between the Company and the appointed Fund Adviser.
- This Fund Adviser Appointment Conditions Form shall be governed by, and its provisions construed in accordance with, the laws of the Isle of Man.

Discretionary or Non-discretionary service

(Please tick one of the following after agreement with the Policyholder)

The appointed Fund Adviser confirms that he will be acting for the Policyholder on a discretionary basis, whereby he will make investment decisions and provide investment instructions to the Company without any specific consultation with the Policyholder. The appointed Fund Adviser confirms that he has the necessary regulatory authorisations to perform this discretionary service.

The appointed Fund Adviser confirms that he will be acting for the Policyholder on a non-discretionary basis. The appointed Fund Adviser confirms that each investment instruction given by him on the Policyholder's fund will be the result of prior discussions made with the Policyholder and in line with the Policyholder's agreement. The appointed Fund Adviser further confirms that he will retain evidence of the Policyholder's agreements. The Nominated Fund Adviser agrees to provide copies of the relative evidence to the Company for a period of up to 6 (six) years following transaction, should the Company so request them.

Agreed and accepted by:

Signed

Print name

Date

Appointed Fund Adviser

The Company

To be completed by the appointed fund adviser (“the Adviser”).

In order to facilitate the payment of fund rebates and fees, please provide the following bank details, together with a fax number or email address, in order to permit CLI to supply a statement detailing the payment.*

| | |
|----------------|---|
| Bank name | <input type="text"/> |
| Account name | <input type="text"/> |
| Account number | <input type="text"/> |
| Sort number | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Bank address | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| | <input type="text" value="Postcode"/> |
| IBAN | <input type="text"/> |
| Fax number | <input type="text"/> |
| Email address | <input type="text"/> |

Notes for Advisers

1. Rebates are paid to advisers monthly in arrears by BACS only.
2. A change to Adviser is effective from the 1st of the month following notification of the change to CLI. As such the retiring Adviser will receive the Fund Rebate for the month in which CLI may be advised of a change in Adviser.
3. These bank details will apply to all rebate and fee payments on all relevant policies linked to this Adviser.

* Please note that statements are only dispatched by fax or email.



Canada Life
International

Canada Life International Limited, St. Mary's, The Parade, Castletown, Isle of Man IM9 1RJ Telephone: +44 (0) 1624 820200 Fax: +44 (0) 1624 820201 Web Site www.canadalifeint.com
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