

Discretionary Manager Appointment

Who is this form for?

This form is for applicants or plan owners of lump sum products, who wish to appoint a Discretionary Manager to manage the assets linked to their plan.

Completing this form

By completing this form you will be requesting the appointment of a Discretionary Manager to your plan. They will have the power to choose the assets linked to your plan without consulting you first.

We can only accept original written instructions that have been signed by all plan owners, trustees or authorised signatories. Please complete in BLOCK capitals throughout.

Where appropriate, any reference to the singular includes the plural and reference to the masculine includes the feminine.

Data Protection

This form collects your personal data. We require your personal data so we can provide you with services relating to the performance of your contract. You may ask us to stop processing your data, however this may disrupt the services RL360° Services can provide to you or may stop us being able to assist you. To find out how long we will keep your data, please refer to our privacy policy at www.rl360services.com/legal/privacy-policy.htm. Any data you provide to RL360° Services may be shared, if allowed by law, with other companies both inside and outside of RL360° Services and to persons who act on your behalf. Data and information about you can be transferred outside of the Isle of Man and RL360° Services may be required to provide it to its regulator, its government or anyone else required by law.

RL360° Services will use your data and information to allow for the administration of your plan, prevent crime, prosecute criminals and for market research and statistics. RL360° Services will, at all times, make sure that your data and information is only used in ways that are allowed by law.

You can receive a copy of the information RL360° Services holds about you free of charge by writing to our Data Protection Officer at: RL360 Life Insurance Company Limited (RL360° Services), International House, Cooil Road, Douglas, Isle of Man, IM2 2SP, British Isles, or by emailing dpo@rl360.com. We can reserve the right to not send you your personal data in some circumstances - if we do we will write to you setting out the reasons why.

Our full privacy policy can be viewed at www.rl360services.com/legal/privacy-policy.htm or can be obtained by requesting a copy from our Data Protection Officer.

When you have completed this form

Please send it to: RL360 Life Insurance Company Limited (RL360° Services), International House, Cooil Road, Douglas, Isle of Man, IM2 2SP, British Isles.

1. For the applicant or plan owner to complete

Please tell us the name of the Discretionary Manager and Custodian you wish RL360° Services to appoint.

Name of Discretionary Manager (Company name)

Name of custodian (Company name)

Please tell us the application or plan to which this appointment will apply

Plan reference

Plan name

Application date (dd/mm/yyyy)

I consent to the above named Discretionary Manager managing and the above named Custodian having custody of the assets to which my plan is linked, subject to:

- the provisions as described in this appointment form (the "Mandate")
- the terms and conditions of my plan
- the contractual agreement (the "Agreement") between RL360 Insurance Company Limited ("RL360° Services"), and the Discretionary Manager (copies available on request).

Discretionary Manager and Custodian fees

Please confirm the charges to be taken by the Discretionary Manager and Custodian.

When will ongoing fees be taken? Quarterly Yearly

Please tell us your fee structure and details

Tiered fee structures (please detail below)

Tiered bandings (for example £250,000 - 499,999)	Percentage fee
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Based on: Payments paid Plan value

Flat fee structure (please detail below)

Ongoing and upfront fee (please detail below)

A fixed percentage fee of:

%

Based on: Payments paid Plan value

And/or upfront fee

A fixed amount/% of plan value

Declaration

General terms and conditions

This Mandate may be terminated at any time by providing written notice to RL360° Services. RL360° Services will terminate the Mandate as soon as is reasonably possible after notice has been received.

RL360° Services may terminate the Mandate if it believes this is necessary to protect its interests and, in certain circumstances, termination may be automatic. Reasons for the termination may not be provided to the plan owner.

In the event of the termination of the Mandate, the plan owner will be free to make their own asset choices for their plan.

The plan owner may appoint a new Discretionary Manager, subject to RL360° Services' acceptance and having provided written notice. Any new Mandate may be subject to a different Agreement between RL360° Services and the chosen Discretionary Manager.

RL360° Services will communicate, in writing, any changes in the Agreement between RL360° Services and the Discretionary Manager.

Fees

I authorise RL360° Services to take additional fees from my plan in line with the frequency and fees outlined above. I understand that fees may be increased to pay, where applicable, any Value Added Tax (VAT) to my Discretionary Manager as a result of their fees.

I understand that the above fees will be in addition to those of my plan, as described in the relevant plan literature.

1. For the applicant or plan owner to complete continued

Asset

I understand that my chosen Discretionary Manager will have the authority to choose assets, as deemed appropriate for my objectives and risk profile, and link them to my plan.

I am aware that this does not guarantee that my plan will increase in value or perform in line with a specific benchmark or index, unless otherwise agreed between myself and my chosen Discretionary Manager.

I understand that the assets that may be linked to my plan by my chosen Discretionary Manager must be acceptable to RL360° Services and included in the range agreed by RL360° Services as being eligible for the plan.

Legal

I understand that this Mandate will be governed by the law of the Isle of Man and that the Isle of Man courts will have the right to decide any case that may be brought in relation to this Mandate.

Final agreement

I authorise RL360° Services to release all relevant information relating to my plan to my Discretionary Manager when requested.

I confirm that all communications in relation to asset instructions should be directed to my Discretionary Manager.

I accept that, for as long as this Mandate is in force, the asset choices available to me as a plan owner will only be exercisable by my Discretionary Manager.

I understand that RL360° Services is not responsible for any loss or liability incurred to my plan as a result of action taken, or not taken, by my Discretionary Manager. I also understand that RL360° Services is not responsible for the performance of any assets linked to my plan.

I accept that RL360° Services is not responsible for any loss or liability suffered by me in respect of my Discretionary Manager's (inclusive of its delegates or agents) performance or non-performance of their duties under the Agreement and of their duties in law, unless:

- RL360° Services has a liability to me under statute or regulation; or
- RL360° Services has been in wilful default of its obligations under the Agreement.

I understand that the payment of any asset rebates, as described in my plan literature, are at the sole discretion of my appointed Discretionary Manager and may not be payable at all.

I understand that the terms and conditions of this Mandate are in addition to my plan Terms and Conditions and may supersede them where relevant.

I consent to the above Discretionary Manager, subject to this Mandate and the Agreement with RL360° Services, managing the assets linked to my plan.

	Applicant or Plan owner/Trustee/ Authorised Signatory 1	Applicant or Plan owner/Trustee/ Authorised Signatory 2
Signed	<input type="text"/>	<input type="text"/>
Full name	<input type="text"/>	<input type="text"/>
Trust or Company name (if applicable)	<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"/>

1. For the applicant or plan owner to complete continued

	Trustee/Authorised Signatory 3	Trustee/Authorised Signatory 4
Signed	<input type="text"/>	<input type="text"/>
Full name	<input type="text"/>	<input type="text"/>
Trust or Company name (if applicable)	<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"/>

2. For the Discretionary Manager to complete

Name of Discretionary Manager	<input type="text"/>
Discretionary Manager company	<input type="text"/>
Existing RL360° Services reference	<input type="text"/>
Discretionary Manager company address	<input type="text"/>
Email	<input type="text"/>
Telephone number	<input type="text"/>
Fax number	<input type="text"/>
Name of regulator (if applicable)	<input type="text"/>
Registration number	<input type="text"/>
Category of authorisation and relevant permitted activity	<input type="text"/>

In accepting the appointment of Discretionary Manager to the above stated plan, I agree to the following terms and conditions:

- All assets must be acceptable to RL360° Services and included in the range agreed by RL360° Services as being eligible for the plan.
- RL360° Services can instruct the Discretionary Manager to immediately sell any asset it deems unacceptable.
- All assets purchased, shall be purchased at the open market price as detailed in the contract notes issued by the seller or stockbroker.
- The Discretionary Manager must maintain such authorisation as is necessary to act as a Discretionary Manager under the legislation and regulation in the country in which advice is given. Where the Discretionary Manager is carrying on asset business in the United Kingdom, under the terms of the Financial Services and Markets Act 2000, they must have the necessary authorisation for the activity of "Managing Assets".
- The Discretionary Manager is responsible for deciding whether or not the service they are providing is subject to VAT. RL360° Services and the Plan owner cannot be held responsible for any future tax liability that may accrue to the Discretionary Manager, as a result of a failure to levy VAT where it later transpires that VAT should have been charged.
- The Discretionary Manager must notify RL360° Services in writing, immediately, should their authorisation change, cease or the regulator takes or threatens disciplinary action.
- RL360° Services has the right to remove the Discretionary Manager from the plan, without specifying a reason, and on giving one month's written notice to the Plan owner and the Discretionary Manager.
- The Discretionary Manager may resign their appointment by giving three month's written notice to the Plan owner and RL360° Services.
- This Mandate shall cease immediately upon the death, bankruptcy, dissolution or insolvency of the Discretionary Manager, or any composition with creditors, or if any Discretionary Manager is in breach of any regulatory requirements, or it becomes illegal for the Discretionary Manager to act in this capacity.
- This appointment and agreement shall be subject to, and interpreted in, accordance with the laws of the Isle of Man.

2. For the Discretionary Manager to complete continued

Discretionary Manager fee to be paid to:

Bank name	<input type="text"/>		
Bank address and postcode	<input type="text"/>		
Account holder's name	<input type="text"/>		
Branch SWIFT code (for all non-GBP and international payments) SWIFT code must be either 8 or 11 digits	<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"/>	OR Bank sort code	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> (for UK GBP payments only)
IBAN/account number (all non-GBP accounts)	<input type="text"/>	OR Account number	<input type="text"/> (GBP UK Bank only)

If a number of persons from your company may sign instructions on behalf of the above plan, please submit a Certified Copy of the company's Authorised Signatory list with this form.

Discretionary Manager

Signed	<input type="text"/>
Full name	<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"/>

3. Acknowledgement of appointment - to be completed by RL360° Services

The appointment of the above named Discretionary Manager to the plan with reference number is acknowledged by RL360° Services.

RL360° Services Signatory

Signed	<input type="text"/>
Full name	<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"/>

For and on behalf of RL360 Insurance Company Limited (RL360° Services).