



ORACLE  
**TERMS AND  
CONDITIONS**

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SPECIMEN

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this document important words and expressions are highlighted with capital letters and are defined below.

**Act of God** means any kind of happening, occurrence or event that transpires due to natural causes. Such acts include earthquakes, storms, hurricanes and cyclones.

**Allocation Rate** means the rate at which we apply a Payment to your Plan. For instance a Payment of \$80,000 allocated at a rate of 102% will mean that \$81,600 is credited to Your Plan.

**Application Form** means the Application Form accepted by Us which forms part of Your contract with Us.

**Business Day** means any day on which banks are open for business in the Isle of Man excluding any Saturday or Sunday.

**Closing Price** means last known price of a Fund as provided to Us by the fund manager or a Third Party Provider.

**Endorsement** means document issued to You when a change has been made to Your Plan.

**Exit value** means the value of Your Plan less any charges that apply.

**Fund(s)** means an investment fund operated by Us or another fund manager, which We make available for investment via Your Plan. The number and types of Funds available at any time shall be at Our sole discretion.

**Head Office** means RL360 Insurance Company Limited, International House, Cooil Road, Douglas, Isle of Man, IM2 2SP, British Isles – or other such place as may be specified at a given time in the future.

Telephone: +44 (0)1624 681682 (telephone calls may be recorded)

Email: csc@rl360.com

**Insolvent** means when a company is unable to meet its liabilities.

**Investment Adviser** means a company appointed by You to advise You on Fund selection, and whose appointment has been accepted by Us.

**Investment Guide** means the guide which sets out details of the Funds in which Your Plan may be invested.

**Key Information Document** means a contractual document that details key information specific to the Plan.

**Life Assurance** means a whole of life Plan with Lives Assured that pays out a Death Benefit on the death of the last Life Assured.

**Life or Lives Assured** means the person or persons on whom the payment of a Death Benefit from Your Plan is dependent. Lives Assured are specific to the Life Assurance basis and will be named in the Plan Schedule.

**Loyalty Bonus** means a percentage bonus applied to Your Plan as additional Units.

**Minimum Amount** means the lowest amount allowed by Us at any given time.

**Owner** means the person or persons who own the Plan and are detailed in Your Plan Schedule.

**Plan** means the contract between the Owner and RL360, as set out in the following documents:

- a) Your Application Form
- b) Your Key Information Document
- c) these Terms and Conditions
- d) Your Plan Schedule
- e) any Endorsements to the Plan Schedule

**Plan Currency** means the currency in which Your Plan is issued and is detailed on Your Plan Schedule.

**Plan Schedule** means the document issued to You on Your Plan Start Date.

**Plan Value** means the value of Your Plan as determined by Us and is based on the value of the Fund(s) held in Your Plan.

**Payment** means an amount of money which is payable by You to Us and detailed in Your Plan Schedule and any future Endorsements.

**Segment** means the individual policies that make up Your whole Plan. The number of Segments making up Your whole Plan can be between 1 and 100. The number of Segments will be stated in Your Plan Schedule and any future Endorsements.

**Start Date** means the date when Your Plan starts or an additional Payment is paid, which is shown in Your Plan Schedule or Endorsement.

**Terms and Conditions** means standard terms and conditions which are set out in this document, together with any additional terms and conditions included in any other document forming part of Your Plan.

**Third Parties** means any person or company providing data, information or services to Us.

**Unit(s)** means the portions which a Fund is divided into.

**Valuation Statement** means document that is issued every 12 months confirming the current Plan Value at the date the statement is produced.

**We or Us or Our** means RL360 Insurance Company Limited.

**You or Your** means the Plan owner or Plan owners as detailed in Your Plan Schedule.

### 1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- a) Where the context allows or requires, any reference to the singular includes the plural and vice versa and reference to the masculine includes the feminine;

- b) Any reference to any statute or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of the Terms and Conditions) and any order, regulation, instrument, byelaw or other subordinate legislation made under it;
- c) References to conditions are references to the conditions of these Terms and Conditions and references within a sub-condition to “this condition” shall refer to the whole condition and not merely to the sub-condition in which it appears;
- d) Headings are included for ease of reference only and shall not affect the interpretation of these Terms and Conditions;
- e) The expression “person” shall mean any natural person, partnership, joint venture, corporation (wherever incorporated), trustee, firm, association, government, governmental (or supra-governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity; and
- f) If there is a conflict or ambiguity between the Terms and Conditions and the PIMS product literature provided, the Terms and Conditions shall take precedence.

## **2. INTRODUCTION**

**2.1** Oracle is a lump-sum investment issued in the Isle of Man by RL360 Insurance Company Limited (RL360) as a plan of Life Assurance, as indicated in Your Plan Schedule. It is designed to allow a cash sum to be linked to a wide range of funds in a way that is tax efficient and offers the potential for growth, over the medium to long term.

**2.2** This document sets out the Terms and Conditions of Your Plan – how it works, what You can

expect Us to do, and what We expect You to do.

**2.3** The contract between You and RL360 Insurance Company Limited is governed by the following documents:

- i) Your Application Form
- ii) Your Key Information Document
- iii) these Terms and Conditions
- iv) Your Plan Schedule
- v) any Endorsements to Your Plan Schedule

**2.4** of these documents are proof of the terms of the contract and are important. Please keep them in a safe place.

**2.5** We give this document to everyone when they take out an Oracle Plan. Not only does it give You the details about Your Plan, it will also give You important information about what to do if You want to make a change to it. In this document We highlight important words with capital letters; these are defined in the glossary of terms in Section 1 Definition and interpretation. Words in italics show that this is the name of another document within the Oracle literature suite.

**2.6** The expression “person” shall mean any natural person, partnership, joint venture, corporation (wherever incorporated), trustee, firm, association, government, governmental (or supra-governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity.

**2.7** No condition can be varied or waived unless We evidence it by an Endorsement or written communication signed by one of Our authorised signatories. If We make a mistake or deliberately waive a condition on a single occasion, this does not constitute a waiver of that condition at any time in the future.

**2.8** If any of the Terms and Conditions should become invalid or illegal, by order of the courts or other relevant authority, all other remaining Terms and Conditions will continue in full effect.

**2.9** These Terms and Conditions apply to the whole Plan, including any Segments.

**2.10** If there is a conflict or ambiguity between these Terms and Conditions and the Oracle literature provided, these Terms and Conditions shall take precedence.

## **3. ADVICE**

**3.1** A financial and/or Investment Adviser is appointed to Your Plan by You, to deal with Your affairs and interests according to the terms You have agreed with them.

**3.2** Your adviser(s) is not acting on Our behalf and does not represent Us in any way, and We have no knowledge of what basis Your adviser(s) acts on Your behalf.

**3.3** We are not responsible for any failure or breach in the relationship between You and Your adviser(s). Additionally, We are not responsible for any losses

Your Plan may incur as a result of decisions made on Your behalf by Your adviser(s).

**3.4** We may make payments (such as commission) to Your adviser(s) in respect of Your Plan, even though they are acting for You and irrespective of the nature of the relationship You have with them.

## **4. YOUR PLAN**

**4.1** Where there is more than one Plan owner, both of You will be jointly and severally liable for meeting Your obligations under these Terms and Conditions.

**4.2** You must provide Us with information and documents We request in order for Us to meet the requirements of the anti-money laundering and other regulations and legislation in the Isle of Man, and any other relevant jurisdiction, and Our own procedures from

time to time. We will only allocate Payments and pay out monies when the information You provide complies with the regulations, legislation and Our procedures.

**4.3** If You change Your country of residence it may be necessary for Us to restrict some of the services We provide.

**4.4** Your Plan will begin on the Start Date shown in Your Plan Schedule.

**4.5** Your Plan will be issued on a Life Assurance basis. This will be detailed in Your Plan Schedule. You cannot change the basis of Your Plan after it has started.

## **5. INITIAL PAYMENT**

**5.1** We will apply Your initial Payment at the Allocation Rate shown in Your Plan Schedule.

**5.2** Where Your initial Payment is paid in a currency other than Your Plan Currency, We will convert it into Your Plan Currency at a rate determined by Us, based on those commercially available in the market.

## **6. ADDITIONAL PAYMENTS**

**6.1** Subject to the Minimum Amount and to any other conditions as specified by Us from time to time, and subject to these Terms and Conditions, including conditions 5.1 and 5.2, You can pay an additional Payment into Your Plan at any time. We will issue an Endorsement to Your Plan Schedule, this will detail the Plan charges and Allocation Rate relating to Your additional Payment.

## **7. FUNDS**

**7.1.1** For each Payment paid into Your Plan, We will buy Units in Your chosen Fund(s) on the Business Day following the date that cleared funds have been received, using the prices available or as soon as reasonably practicable thereafter.

**7.1.2** The Fund(s) in which Your Plan is invested will be used to determine the current Plan Value and Exit value. Funds are owned by Us, not You.

**7.1.3** Your Plan can invest into any number of Funds, subject to a Minimum Amount in each as specified by Us, the fund manager or regulatory regimes from time to time.

**7.1.4** If any Fund is valued in a currency other than the Plan Currency, its value will be converted into the Plan Currency at a rate determined by Us, based on those commercially available in the market.

### **7.2 Buying, Selling and Switching Funds**

**7.2.1** You can ask Us in writing to sell some or all of the Units in any Fund in which Your Plan is invested, and use the proceeds to purchase Units in another Fund. Instructions to switch out of Funds will normally be sent to the fund manager of the relevant Fund as soon as is reasonably practical following receipt of the request. The purchase of Units in the newly selected Fund(s) will not occur until such time as We have received the value of the Units in the existing Fund.

**7.2.2** Where a Fund switch takes place between Funds that are priced in different currencies, a foreign exchange transaction is required. This will be done at a rate determined by Us based on those commercially available in the market.

**7.2.3** We may delay selling or buying the required Units in Funds in exceptional circumstances, including but not limited to:

- a) where, in Our reasonable opinion, there is no suitable market on which to sell the Fund(s); or
- b) where, in Our reasonable opinion, the purchase or sale of Funds would lead to some Plan owners being treated unfairly

**7.2.4** We can delay buying or selling Units for up to one calendar month. This period may be extended in the event of a Fund suspending the purchase or sale of Units for whatever reason until such times as the suspension has been lifted. When the Units are

eventually bought or sold, the price will be calculated on the next available pricing date.

**7.2.5** Purchases and sales of Units in Funds may also be delayed as determined by the fund managers, subject to the specific terms applicable to the relevant Fund. We are not liable or responsible in respect of any delay beyond Our control.

### **7.3 Acceptability**

**7.3.1** We will have the right, at all times to:

- a) determine if a Fund should continue to be offered for investment;
- b) refuse an instruction from You or Your appointed adviser to buy a Fund which has become unacceptable under law or to Us;
- c) switch from one Fund into another where it has become unacceptable under law or to Us; and
- d) cancel Units equal to any charges or other costs, including but not limited to currency conversion costs, that We are charged as a result of switching Funds.

**7.3.2** We will not check to see if the Funds You have selected are suitable to meet Your needs. We will not provide You with investment advice at any time.

**7.3.3** If You change Your country of residence in the future there may be additional regulations regarding the types of Fund(s) that can be held within Your Plan. Where the Plan is owned by two or more

Plan owners that are resident in different countries, the most restrictive investment regulations will be applied.

### **7.4 Risk**

**7.4.1** All Funds will have some form of risk attached to them. We will not be responsible for the performance of Your chosen Fund(s) and We will not pay any compensation to You should they fall in value, or have no value at all.

**7.4.2** Where the provider of a Fund becomes Insolvent or is unable to meet its liabilities for any reason, Your Plan will suffer the loss.

### **7.5 Fund charges**

**7.5.1** The manager of each external Fund will deduct an annual management charge. This will be allowed for within the pricing of the individual Funds, at a rate determined by the manager of each Fund. The charge will vary according to the Fund chosen and further details can be obtained from Your Adviser or the Investment Guide, as is updated from time to time.

**7.5.2** Other charges may also be applied by the fund manager. It is Your responsibility to make sure that You are aware of the charges related to Your chosen Fund(s).

### **7.6 Termination of a Fund**

**7.6.1** Where a Fund is closed, withdrawn, or We determine that it should no longer be available to You for investment, We will contact You and advise accordingly. You will then have 60 days to inform Us of an alternative Fund into which the value held in the terminating Fund should be switched. In the absence of any such advice or instruction within the 60 day period, We will, wherever possible, effect a switch into an alternative Fund of Our choosing.

## **8. VALUING YOUR PLAN**

**8.1** We will value Your Plan every day. Valuations can be viewed using the Online Services Centre at any time. We will not provide a paper copy of your valuation. If you require a paper copy then we may apply a charge for doing so.

**8.2** The value will be calculated using the latest known Closing Prices for Your Funds. Prices are sourced from Fund Managers and Third Parties and may be rounded up or down by them and/or Our administration systems. We are not responsible for any mistakes made by Fund Managers or Third Parties when providing pricing information to Us.

**8.3** If for any reason Your Plan Value drops below the Minimum Amount allowed, as specified by Us from time to time, then We reserve the right to Cancel the Plan and return any remaining value to You. You can ask Us for details of the minimum Plan Value at any time.

**8.4** In the situation where a Fund is suspended, for any reason, it may have no value within Your Plan until such a time as it is no longer suspended.

## **9. PLAN CHARGES**

**9.1.1** The charges that apply to Your Plan are shown in Your Plan Schedule.

**9.1.2** Where monies are invested in more than one Fund We will, wherever possible, deduct charges equally across all Funds by selling a proportionate number of Units in each of those Funds. However, where We determine that this is not possible or practicable for whatever reason, We may determine the number of Units to be sold in any particular Fund to cover the charges.

### **9.2 Establishment charge**

**9.2.1** This is a percentage charge taken by Us on the quarterly anniversary of Your Plan Start Date. If it applies to Your Plan, the percentage to be taken will be shown in Your Plan Schedule. The number of years over which the charge will be taken will also be shown. The charge taken will be a percentage of Your Payment. If an establishment charge applies to an additional Payment it will be taken on the quarterly anniversary of the additional Payment Start Date, the charge will be detailed in Your Endorsement.

### **9.3 Administration charge**

**9.3.1** This is a percentage charge taken by Us on the quarterly anniversary of Your Plan Start Date. The percentage taken will be shown in Your Plan Schedule. This charge will continue to be taken until Your Plan comes to an end. The percentage charge taken will be based on the higher of Your Payment or its current Value. Where the Administration charge

applies to an additional Payment it will be taken on the quarterly anniversary of the additional Payment Start Date, the charge will be detailed in Your Endorsement.

### **9.4 Advice fee**

**9.4.1** This is a percentage fee taken by Us and paid to the Investment Adviser You have appointed. The fee is taken on the quarterly anniversary of Your Plan Start Date. This fee will be taken for as long as You require and can be changed or stopped by writing to Us at Our Head Office address.

### **9.5 Early exit charges**

**9.5.1** Early exit charges will apply to each Payment paid into Your Plan and will be shown in Your Plan Schedule and any Endorsement if applicable.

**9.5.2** Where any Payment paid has an establishment charge, there will be an early exit charge that will apply over a set period of time. It will be a percentage charge that is equal to all of the establishment charges still to be paid. The period of time over which the early exit charge will apply is also shown in Your Plan Schedule.

**9.5.3** An early exit charge will also apply where any Payment paid has received an enhanced Allocation Rate based on the Payment size. It will be a percentage charge that is equal to the extra allocation, reducing over a set period of time as shown in Your Plan Schedule and any Endorsement if applicable.

**9.5.4** Each Payment paid into Your Plan will be treated independently when calculating any early exit charges that may apply.

### **9.6 Switch charge**

**9.6.1** We do not currently make a charge for switching between Funds. We reserve the right to make a charge for this service. If We choose to make a charge We will give You notice in accordance with condition 24.

## **10. LOYALTY BONUS**

**10.1** We will apply a Loyalty Bonus to Your Plan on the sixth anniversary of Your Plan Start

Date, and yearly thereafter provided that Your Plan remains in-force.

The Loyalty Bonus will be paid as a percentage, specified by Us from time to time, of the current value of the initial Payment in the form of additional Unit allocation.

**10.2** We will also apply a Loyalty Bonus to Your Plan for any additional Payments. The Loyalty Bonus will be paid on the sixth anniversary of the Start Date of Your additional Payment, and yearly thereafter provided that Your additional Payment remains in-force. The Loyalty Bonus will be paid as a percentage, specified by Us from time to time, of the current value of each additional Payment in the form of additional Unit allocation.

**10.3** You can ask Us for details of the Loyalty Bonus at any time.

## **11. TAKING WITHDRAWALS FROM YOUR PLAN**

**11.1** You can take regular or one-off withdrawals from Your Plan at any time by telling Us in writing. Withdrawals will always be paid in the form of a cash amount.

**11.2** You may take withdrawals on a monthly, quarterly, termly, half-yearly, yearly or one-off basis.

**11.3** We will not allow You to take withdrawals below the Minimum Amount as specified by Us from time to time. You can ask Us for details of the minimum withdrawal allowable at any time.

**11.4** We will stop a withdrawal from being paid where it would take Your Plan Value below the Minimum Amount as specified by Us from time to time. In this situation We will allow You the opportunity to take a smaller withdrawal that does not reduce Your current Plan Value to less than the minimum Plan Value. You can ask Us for details of the minimum Plan Value at any time.

**11.5** Withdrawals will be deducted equally across all Funds in which You are invested. Alternatively, where this is not possible, We will determine the Funds which withdrawals will be deducted from.

## **12. CANCELLING PLAN SEGMENTS**

**12.1** You can cancel segments at any time by telling Us in writing.

**12.2** We will stop a segment cancellation where it would take Your Plan Value below the Minimum Amount as specified by Us from time to time. You can ask Us for details of the minimum Plan Value at any time.

**12.3** Early exit charges will be proportional to the segments cancelled.

**12.4** Where a Segment is to be cancelled during the establishment charge period and it reduces Your current Plan Value to less than the minimum Plan Value, We will not cancel the segment. In this situation We will allow You the opportunity to take a smaller withdrawal (taken across all Segments) that does not reduce Your current Plan Value to less than the minimum Plan Value.

## **13. CANCELLING YOUR PLAN IN FULL**

**13.1** You can Cancel Your Plan in full at any time by telling Us in writing. When We pay the Exit value of the Plan to You, the Plan will come to an end.

**13.2** On receiving written notification at Our Head Office of Your request to Cancel Your Plan, We will:

- a) stop all regular withdrawals and any other actions due to take place;
- b) sell all of the Funds held in Your Plan; and
- c) calculate the final Cancel Value of the Plan (please see condition 9.5 for information about early exit charges).

**13.3** We will not pay out the Plan Exit value until We have sold and received the proceeds of all the Funds held in Your Plan. We must also receive Your Plan Schedule and any additional Endorsements at Our Head Office, before We will pay out the Exit value.

**13.4** Where Your Plan holds a Fund(s) which cannot be sold due to trading being suspended or it being in liquidation, We may allow You to Cancel Your Plan in full. However, You must waive all future rights to any amounts received by Us in respect of a suspension being lifted or a liquidation completing. We will only allow You to do this where the Plan Value is sufficient to cover any early exit charges, as detailed in condition 9.5, and where one or more Fund(s) has been suspended or in liquidation for at least 6 months.

## **14. DEATH OF A LIFE ASSURED OR PLAN OWNER**

**14.1** The amount paid out on death of the last surviving Life Assured is expressed as a percentage of the Plan Value as shown on Your Plan Schedule and is referred to as the Death Benefit.

### **14.2 Where the last surviving Life Assured has died**

On receiving written notification at Our Head Office of the death of the last surviving Life Assured on Your Plan, We will:

- a) stop all regular withdrawals and any other actions due to take place;
- b) sell all of the Fund(s) held within Your Plan; and
- c) calculate the final Death Benefit of the Plan.

**14.2.1** We will only pay out the Death Benefit when We have received proof:

- a) of the death of the last surviving Life Assured; and
- b) that You, Your estate or someone else has the legal right to the Plan benefits.

**14.2.2** We will not pay out the Death Benefit until We have sold all Fund(s) within the Plan. We must also receive the Plan Schedule and any additional Endorsements at Our Head Office, before We will pay out the Death Benefit.



### **14.3 Where the Plan owner has died, but Lives Assured remain**

Where the Plan is held in the names of more than one Plan owner, sole ownership will pass to the surviving Plan owner(s). Where the Plan is held by You only, ownership of the Plan passes to the personal representatives of Your estate.

### **14.4 Where the Plan is held in the names of more than one Owner**

Ownership will pass to the surviving Owner(s). Where the Plan is held by You only, ownership on the Plan passes to the personal representatives of Your estate.

## **15. PAYMENTS FROM YOUR PLAN**

15.1 We will make all payments from Your Plan in the Plan Currency, unless We agree otherwise on Your request. If We do agree to make a payment in a currency other than Your Plan Currency, it will be converted at a rate determined by Us, based on those commercially available in the market.

15.2 We will reasonably determine the most suitable method of making payments to You.

15.3 We may delay making any payment to You from Your Plan if for any reason We cannot sell the Fund(s) held in Your Plan immediately.

## **16. CHANGES TO YOUR PERSONAL SITUATION**

16.1 You must tell Us in writing about any changes to Your address, country of residence, citizenship or domicile as soon as possible after any change. You must also tell Us in writing about any of those same changes to the Lives Assured on Your Plan.

## **17. ASSIGNMENT**

17.1 You may assign Your Plan, in full, to another party. You must provide a notification to Us in writing, at Our Head Office, of the assignment otherwise We will not recognise it.

## **18. RIGHTS OF THIRD PARTIES**

18.1 Only You or Your personal representatives or assignees (including trustees where the Plan is held in trust) may enforce the terms of the Plan.

## **19. COMMUNICATION WITH US**

19.1 Where You must provide Us with written notifications or instructions We require that:

- a) it must be received at Our Head Office; and
- b) it bears Your original signature.

19.2 To protect Your rights We will not normally accept notifications or instructions by electronic means – including for example email.

19.3 We may vary condition 19.2 to allow communication by electronic means where appropriate electronic encryption and secure connections are present. For example via Our online service centre.

## **20. TAX**

20.1 RL360 will not be responsible for any tax liability that may arise in connection with Your Plan as a result of Your current (or any future) country of residence, citizenship or as a result of any transactions that You may instruct Us to carry out.

## **21. ALLOWABLE DEDUCTIONS**

21.1 If We are required to pay any amount concerning Your Plan to any government, statutory or regulatory agency or authority (including any levy imposed on Us as a result of the Isle of Man's Life Assurance (Compensation of Plan owners) Regulations 1991), We may deduct from Your Plan (by the cancellation of Units) an amount based on the proportion of the levy or amount attributable to Our liabilities under Your Plan.

## **22. LAW**

22.1 The laws of the Isle of Man govern this Plan and the Isle of Man courts will have exclusive jurisdiction in relation to all disputes.

## **23. FORCE MAJEURE**

23.1 We will not be legally responsible should We be prevented from fulfilling Our obligations due to any event beyond Our control, including, but not limited to:

- a) any Act of God
- b) Pandemic
- c) War
- d) National emergency
- e) Fire
- f) Flood
- g) Strike
- h) Industrial action

## **24. CHANGES TO THE TERMS AND CONDITIONS**

24.1 We may alter the Terms and Conditions of Your Plan. If We alter the Terms and Conditions in circumstances other than those already explained in previous conditions, We will provide You with at least three months written notice before making the change.

24.2 If You are unhappy with any change We make to the Terms and Conditions You will be able to Cancel Your Plan, by telling Us in writing that You wish to do so. You will receive the Exit value of Your Plan according to the existing Terms and Conditions of Your Plan.

## **25. IMPORTANT NOTES**

25.1 Oracle is available exclusively in association with financial advisers. Your financial adviser can provide a final recommendation as to whether or not Oracle is suitable for You.

25.2 The information contained within these Terms and Conditions is based on Our understanding of Isle of Man law and practice as at January 2019. Whilst every care has been taken in production of these Terms and Conditions, We cannot accept responsibility for Our interpretation of, or any subsequent changes to, laws or practice.

SPECIMEN

SPECIMEN

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Man number 053002C. RL360 Insurance  
Company Limited is authorised by the  
Isle of Man Financial Services Authority.

ORL02a 07/19

**LIFE REWARDS  
PEOPLE WHO  
PLAN FOR THE  
FUTURE**

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