

# **DISCRETIONARY MANAGER APPOINTMENT**

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## **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 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.rl360.com/privacy](http://www.rl360.com/privacy). Any data you provide to RL360 may be shared, if allowed by law, with other companies both inside and outside of RL360 and to persons who act on your behalf. Data and information about you can be transferred outside of the Isle of Man and RL360 may be required to provide it to its regulator, its government or anyone else required by law.

RL360 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 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 holds about you free of charge by writing to our Data Protection Officer at: RL360, International House, Cooil Road, Douglas, Isle of Man, IM2 2SP, British Isles, or by emailing [dpo@rl360.com](mailto: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.rl360.com/privacy](http://www.rl360.com/privacy) or can be obtained by requesting a copy from our Data Protection Officer.

## **When you have completed this form**

Please send it to: RL360, International House, Cooil Road, Douglas, Isle of Man, IM2 2SP, British Isles.

**SECTION 1 FOR THE APPLICANT OR PLAN OWNER TO COMPLETE**

Please tell us the name of the Discretionary Manager you wish RL360 to appoint.

Name of Discretionary Manager (Company name)

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

Plan reference

Plan name

Application date (dd/mm/yyyy)

Select whether appointment is on a part or full basis:  Part  Full

If you are only appointing a Discretionary Manager on a part-basis, please confirm the amount you wish them to manage. Please note, the minimum part-discretionary management amount is GBP150,000. We are unable to assign a Discretionary Manager on a part-basis unless the investment amount is GBP150,000 or above.

I consent to the above named Discretionary Manager managing and their default 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"), 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. RL360 will terminate the Mandate as soon as is reasonably possible after notice has been received.

RL360 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's acceptance and having provided written notice. Any new Mandate may be subject to a different Agreement between RL360 and the chosen Discretionary Manager.

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

**SECTION 1 FOR THE APPLICANT OR PLAN OWNER TO COMPLETE CONTINUED**

**Fees**

I authorise RL360 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.

**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 and included in the range agreed by RL360 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 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 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 is not responsible for the performance of any assets linked to my plan.

I accept that RL360 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 has a liability to me under statute or regulation; or
- RL360 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, managing the assets linked to my plan.

**Applicant or Plan owner/Trustee/  
Authorised Signatory 1**

**Applicant or Plan owner/Trustee/  
Authorised Signatory 2**

Signed

Full name

Trust or Company name (if applicable)

Date (dd/mm/yyyy)

**SECTION 1**

**FOR THE APPLICANT OR PLAN OWNER TO COMPLETE CONTINUED**

	<b>Trustee/Authorised Signatory 3</b>	<b>Trustee/Authorised Signatory 4</b>
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"/> <input type="text"/> <input type="text"/> <input type="text"/> <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 and included in the range agreed by RL360 as being eligible for the plan.
- RL360 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 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 in writing, immediately, should their authorisation change, cease or the regulator takes or threatens disciplinary action.
- RL360 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. Where we remove the Discretionary Manager, we will provide you with a list of alternative Discretionary Managers that we permit.
- The Discretionary Manager may resign their appointment by giving three month’s written notice to the Plan owner and RL360.
- 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.