

# INVESTMENT ADVISER APPOINTMENT

## Who is this form for?

This form is for applicants or plan owners of lump sum investment plans excluding Personal Investment Management Service (PIMS), who wish to appoint an investment adviser to their plan. Investment advisers may act on a non-discretionary or discretionary basis. This is your choice and an agreement that you must make with your investment adviser.

## Completing this form

By completing this form you will be requesting the appointment of a company to act as an investment adviser to your plan. They will have the power to place dealing instructions on your behalf.

We can only accept written instructions that have been signed by all applicants, plan owners, trustees or authorised signatories.

Please complete in BLOCK capitals throughout.

The fee will be added to your plan from the date we receive the completed form.

In some cases, if you are attempting to appoint an investment adviser to an old plan, we may not be able to pay a fee.

## Privacy policy

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.

## SECTION 1 INVESTMENT ADVISER APPOINTMENT

### Applicant or plan owner to complete

I wish to appoint

to act in the capacity of an investment adviser to my plan

Plan reference

I understand that my investment adviser will be able to act on my behalf, subject to the terms and conditions set out in Section 2 below, to advise on and change the assets to which the value of my plan is linked. I authorise RL360 Insurance Company Limited (RL360) to release all relevant information relating to my plan to my investment adviser when requested.

I understand that RL360 is not responsible for any loss or liability incurred to my plan as a result of advice given, or negligence by, my appointed investment adviser. I also understand that RL360 is not responsible for the performance of any assets linked to my plan.

I confirm that all communications in relation to dealing instructions should be directed to my investment adviser.

I understand that any existing payment to my appointed investment adviser ceases and is replaced by this payment with immediate effect.

I understand that, as a result of my request, RL360 may have to alter the Terms and Conditions of my contract to facilitate this payment to my requested investment adviser. I request that all required changes are made to my Terms and Conditions and they are effective immediately.

**SECTION 1 INVESTMENT ADVISER APPOINTMENT CONTINUED**

Please confirm on what basis you wish your investment adviser to be appointed, non-discretionary or discretionary, by ticking the appropriate box below.

I confirm that my investment adviser will be acting on a non-discretionary basis. Dealing instructions may only be forwarded to RL360 after my investment adviser has consulted me. My investment adviser has confirmed to me that they have the necessary regulatory authorisations in order to perform this role. I understand that RL360 is not required to obtain proof that my investment adviser has consulted with me, prior to acting on any instructions received.

I confirm that my investment adviser will be acting on a discretionary basis. Dealing instructions may be forwarded to RL360 without my prior consultation. My investment adviser has confirmed to me that they have the necessary regulatory authorisations in order to perform this role.

I authorise RL360 to take a fee from my plan in line with the following:

**Investment adviser fee**

% per year, paid quarterly in arrears as percentage of my plan value (the charge should not be more than 1% per year).

**Note:** Where this fee is used in conjunction with a Financial Adviser fee, the two fees combined cannot be more than 1.5% per year.

I am aware that for as long as I have an appointed investment adviser I will be unable to access online dealing facilities.

For older products, different limits may apply. Contact us for further details.

I confirm that should I change my investment adviser, or bring this agreement to an end in the future, I agree to inform RL360 in writing immediately, which can be sent via post or scanned/emailed.

I acknowledge that RL360 has the right to reject the appointment of my investment adviser at its discretion.

I agree that I am solely responsible for the appointment of an investment adviser to my plan and that I am also responsible for ensuring that they have the appropriate experience, and/or qualifications and permissions to provide me with investment advice.

I acknowledge that RL360 is not liable for the performance or conduct of my investment adviser, or for ensuring that they hold and continue to maintain any regulatory or legal permissions required to provide investment advice.

	<b>Applicant/Plan owner/Trustee/ Authorised signatory</b>	<b>Applicant/Plan owner/Trustee/ Authorised signatory</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"/>
	<b>Trustee/Authorised signatory</b>	<b>Trustee/Authorised signatory</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"/>

**SECTION 2 INVESTMENT ADVISER DETAILS AND CONDITIONS**

**Investment adviser to complete**

Full name

Online services username (if registered)

Company name

RL360 adviser number

Investment adviser company address

Email address

Telephone number

Fax number

If you do not have Terms of Business with RL360, please contact your Regional Sales Manager before submitting this form.

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

1. All instructions relating to the purchase, sale or switching of assets will be in respect of any asset agreed by RL360 as being eligible for the plan.
2. All instructions should be provided in a format as agreed by RL360.
3. RL360 will purchase, sell or switch assets at the relevant market price as available at the time of placing an instruction.
4. RL360 has the right to accept or reject any instruction from the investment adviser at its own discretion.
5. The investment adviser must maintain such authorisation as is necessary to act as an investment adviser under the legislation and regulation in the country in which advice is given.
6. RL360 and the plan owner cannot be held responsible for any future tax liability, that may accrue to the investment adviser, as a result of a failure to levy tax where it later transpires that it should have been charged. The investment adviser is responsible for deciding whether or not the service they are providing is subject to the levy of any additional taxes.
7. RL360 has the right to remove the investment adviser from the plan, without specifying a reason, and on giving one month's written notice to the plan owner and the investment adviser.
8. The investment adviser may resign their appointment by giving written notice to the plan owner and RL360. RL360 will remove the investment adviser from the plan as soon as the notification is received.
9. The appointment will cease immediately upon written notification of bankruptcy, dissolution or insolvency of the investment adviser, or any composition with creditors, or if the investment adviser is in breach of any regulatory requirement, or it becomes illegal for the investment adviser to act in this capacity.
10. Where the appointment of the investment adviser ceases, the charge will also cease. Any charge accrued to the point where the appointment ceases will be deducted from your plan and paid to the investment adviser. No further investment adviser charge will be taken.
11. This appointment and agreement shall be subject to, and interpreted in, accordance with the laws of the Isle of Man.
12. RL360 will not be liable in the event that the appointed investment adviser or the plan owner fails to notify RL360 of any material factor affecting the above.

Please submit a current certified copy of your company's Authorised Signatory list with this form. If you have an additional list for persons authorised to sign dealing instructions, please also submit a certified copy with this form.

**Investment adviser**

Signed

Date (dd/mm/yyyy)