

# Additional Investment application form for a trust

## Notes to help you

This form is to be used by the Trustees of a Trust for additional investment applications for the International Portfolio Bond (Lives Assured or Capital Redemption), issued by Prudential International Assurance plc (“Prudential International”).

This form is divided into sections. **Notes** can be found at the end of each section to help you complete this form.

All aspects of this Bond will be in UK Sterling.

Before completing this form, you must read the Privacy Notice in section 6 page 10. The Privacy Notice explains how we use your personal data and why we are collecting it.

The personal information you provide is being collected for the purpose of entering into a contract and to discharge our legal responsibilities. Failure to provide the requested information will result in the application not being processed.

If you have any questions while completing this application please speak to your financial adviser or call us **0345 528 0655** or from overseas **+44 1316081767** where we will be happy to help you. We might record your call to make sure our service is up to standard.

If you'd like this form in audio, large print or braille versions, please contact us using the details above.

## Important Information

You can take withdrawals (regular and/or one-off) and Adviser Charges (Ongoing and/or Ad hoc) from your bond. If you do so, and their combined total in any bond year exceeds the 5% tax deferred allowance (see the Key Features Document for details), then you may be liable to an Income Tax Charge. It may also affect your entitlement to personal income tax allowances and/or certain tax credits. If there are regular withdrawals or Ongoing Adviser Charges being paid from your bond, those payments will continue in line with the instructions we have previously been given. If you have instructed an Ongoing Adviser Charge as a percentage, this will be calculated based on the total value of your Bond. If you have any questions, please contact your financial adviser.

Please use black ink and write in CAPITAL LETTERS or tick as appropriate. Any corrections must be initialled – don't use correction fluid as this will invalidate your application.

If you're posting this form to us, please send it to **PO Box 5177, Worthing BN11 9HJ**.

A checklist can be found on the next page to help make sure that all relevant sections have been completed. Failure to provide all relevant information will result in a delay in this application being processed.

Before you fill this application form it's important for you to decide whether an additional investment into your bond is right for you. You should read the Key Features Document, our Key Information Document, relevant Investment Option Document(s) or the Fund Managers own Key Investor Information Document(s) as appropriate. These include important information which may help you make up your mind.

## Applicant checklist

Section 1 – Tax Residency questions have been answered in full..

Section 1 – Please also complete the Tax Residency Self-Certification Form (INVF11804).

Section 1 and 2 – have been completed.

Section 2 – has been fully completed, including any Initial Adviser Charge required.

Section 3 – has been fully completed. **Parts B and C** are required under Anti-Money Laundering Requirements.

Section 4 – Fund Name/ISIN have been quoted where required.

Section 5 – Beneficial ownership details have been provided.

Section 6 – has been read, fully completed and signed, including Declaration of residence outside Ireland.

## Section 1 – Trust/Trustee investment

**Notes to help you:** For Trust/Trustee investments, Prudential International will take the country of tax residence of the Trust as the residency of the Trust for any obligatory tax reporting/paying purposes.

### 1. Questions about the Trust

1. What is the name of the Trust?

2. What is the country of tax residence of the Trust?

Please ALSO complete the Tax Residency Self-Certification Form – INVF11804 and submit with this application

3. What name do you want us to use for the Trust correspondence?

4. What address do you want us to use for the Trust correspondence?

<input type="text"/>
<input type="text"/>
<input type="text"/>
Postcode

5. Do any of the Trustees already have any policies with Prudential International? Yes  No

This includes any policy a Trustee may own personally as well as any policy a Trustee may own in a Trustee capacity.

Please include policy numbers below.

6. Do the Trustees' investment powers permit the proposed investment into a bond?\*

Yes  No

7. Please provide details of all Beneficial Owners of the Trust in Section 9.<sup>1</sup>

Yes

\* We can't accept the application if the Trustees' investment powers do not permit investment into a bond.

**1(a). Trustee details** – If a company is acting as a Trustee, please complete the Trust Company section below.

#### 1<sup>st</sup> Trustee:

Surname

Full forenames

Mr  Mrs  Miss  Ms  Other

Address (your habitual residence)

<input type="text"/>
<input type="text"/>
<input type="text"/>
Postcode

#### 2<sup>nd</sup> Trustee:<sup>2</sup>

Surname

Full forenames

Mr  Mrs  Miss  Ms  Other

Address (your habitual residence)

<input type="text"/>
<input type="text"/>
<input type="text"/>
Postcode

#### Notes

<sup>1</sup> For more information on beneficial owners, please read our AML Guide (IPBB10303).

<sup>2</sup> If there are additional Trustees, please photocopy Section 1, complete and send in with this application.

## Section 1 – Trustee investment – continued

### 1(b). Trust Company – complete this section if a company is acting as a Trustee of the Trust.

Full name of company

Company number

Country of incorporation

Reference number (if a designated person)

Registered office address

Postcode

Telephone number

Fax number

E-mail address

### The Trust Company Officers – this information must be provided in full.<sup>3</sup>

Surname

Full forename(s)

Mr  Mrs  Miss  Ms  Other

Position in the company

Surname

Full forename(s)

Mr  Mrs  Miss  Ms  Other

Position in the company

#### Notes

- <sup>3</sup> If any other officers in the Trust Company are likely to be dealing with policy transactions in future, please give details (including signatures) on a separate sheet. An Authorised Signatory list dated within the last 12 months must be provided, the list should be on Trust Company Letterhead and certified. Authorised signatories whose details are provided in this application, or who may in future deal with policy transactions, must provide documentation verifying their identity and address.

## Section 2 – Details of your payment and Initial Adviser Charge

In this section, tell us how much your additional investment is and if we are to pay any Initial Adviser Charge to your adviser, on your behalf, for arranging this investment.

If you ask us to pay this charge we will deduct it from your payment and it will not be included in the amount used to buy units in your selected funds.

The Initial Adviser Charge must be expressed as a fixed monetary value. **Monetary amounts must be in UK Sterling.**

A. Your payment (The total amount you are sending to us for this additional investment)

A. £

B. Initial Adviser Charge (if any) (The amount you would like us to pay your adviser on your behalf. **If you do not want us to pay any Initial Adviser Charge, please enter "Zero".**)

B. £

C. Amount to be invested (your additional investment) (minimum £5,000) Your additional investment will be divided equally between all the policies in your bond

C. £

Please make sure you complete all the boxes in this section.

**Note:** Please make sure that Box A minus Box B is equal to the amount in Box C. If there is any discrepancy, we will pay the amount specified in Box B to your adviser and we will invest the net amount of A minus B into your bond subject to minimum additional investment rules.

Upon receipt, we'll process the application but we'll need documents from you before we can complete this process and accept the additional investment. Once vetting is complete we'll let you know, so you can then arrange payment. Please don't make a payment before this vetting is complete. If any payment is received before this, it will be held in a non-interest bearing account until our acceptance of additional investment. Payments made by you will be returned to the source account if there is an undue delay in providing us with all documentation requirements.

### Adviser Charging Limits

We have limits which set out the maximum level of Adviser Charging which we will facilitate. The maximum level for a Initial Adviser Charge is 5% of your payment or £20,000 – whichever is lower.

## Section 3 – Payment Details, Source of Funds and Source of Wealth

### Part A<sup>4</sup>

Your payment is being made by: (method and source)

Own account

- Electronic Fund Transfer (to be remitted by your bank)
- Cheque (payable to Prudential International)

  

Please provide details of the account from which the payment will come from below. Please note that the source of funds must be an account held in the name of the applicant(s).

Name of bank or building society

Account name

Bank Address

  
  
  
 Postcode

Account number

Sort code

 -  - 

Roll Number

(where applicable for Building Society Accounts)

IBAN

SWIFT-BIC

### Part B – Source(s) of your payment

The following information in Parts B and C are required under Anti-Money Laundering Regulations to safeguard against unlawful investment. We may need to request additional information such as proof of source of wealth and source of your funds to comply with our legal and regulatory obligations.

Bank or building society

Other (please specify)

### Part C – Source of wealth<sup>5</sup>

For example, borrowings, investment income, sale of property, sale of other investments (please specify)

Other (please specify)

Territory your payment was made from: UK

#### Notes

<sup>4</sup> Your payment must be in UK Sterling and from a UK bank account..

<sup>5</sup> For source of wealth, if unsure, please speak to your financial adviser.

## Section 4 – Investment instructions<sup>6</sup>

Please complete the table below in block capitals.

The information requested in each column must be provided in full, otherwise acceptance of the additional investment application and the purchase of units in your chosen funds may be delayed. Before completing please see the Declaration on page 9.

Fund Name	ISIN (we can't invest in your chosen funds without this information)	Percentage* (%)
Cash Account <sup>7</sup>		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		100%

\* The amount to be invested is as stated in Section 2, Percentages should be to two decimal places.

Please note that Prudential International will aim to meet investment deadlines on a best endeavours basis, but if there are any outstanding items which prevent the acceptance of your additional investment this will impact on the purchase of your investment. Prudential International will not be responsible for any loss should such a delay occur.

### Notes

<sup>6</sup> Please give details of the funds you want to choose. If you want to invest in more than 15 funds please photocopy this page, complete the photocopied page and send it with this application.

<sup>7</sup> You can choose to allocate money to your Bond's cash account but this is optional. If you don't want to do this, just select the other funds you want to invest in.

## Section 5 – Beneficial Owner details<sup>8</sup>

Please list ALL Beneficial Owners in line with the help notes below

Failure to provide all requirements will result in a delay in your application being processed

### First or only beneficial owner

Surname

Full forenames

Mr  Mrs  Miss  Ms  Other

Address (your habitual residence)

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
Postcode

Date of birth

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Holding % (whole % only)  %

Capacity

(Settlor, Trustee, Protector, Beneficiary, Shareholder, Director, Other Controlling Person)

### Second beneficial owner (if applicable)

Surname

Full forenames

Mr  Mrs  Miss  Ms  Other

Address (your habitual residence)

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
Postcode

Date of birth

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Holding % (whole % only)  %

Capacity

(Settlor, Trustee, Protector, Beneficiary, Shareholder, Director, Other Controlling Person)

### Notes

<sup>8</sup> Prudential International Assurance plc needs this information so that we can meet our legal and regulatory obligations. We have a requirement to identify and verify those persons or entities that are beneficial owners of the Applicant. For more information please read our AML Guide (IPBB10303).



### 1. Confirmation by each applicant

This Application should be read and the Declaration signed by the person(s) who own the bond.

You should read our Key Information Document, relevant Investment Option Document(s) or the Fund Managers own Key Investor Information Document(s) as appropriate, as these will provide you with important information regarding the key risks and benefits of the product(s) to help you make a decision.

You can get these from your financial adviser.

For your own benefit and protection before signing this form, you need to read carefully the documentation provided. You need to also read carefully any further documentation provided to you in the future. If there is anything you do not understand, please ask your financial adviser for further information.

You must be aged 18 or over to be the owner of the bond.

I confirm that:

- a) the information given in this Application Form and any schedule or other document relating to this application, including information given in section 9 regarding beneficial owner(s), is true and complete to the best of my knowledge and belief.
- b) I have not concealed or omitted any material facts (and to the best of my knowledge and belief no other person involved in this application has concealed or omitted any material facts).
- c) I will notify you of any material facts when I become aware of them before the contract starts.
- d) I have read the warning regarding material facts in this section and I understand that failure to disclose a material fact may affect entitlement to benefits under the contract and could result in the contract being void.
- e) I understand that a sole applicant, or, if there is more than one applicant, any one of the applicants, has the right to cancel the additional investment into the bond within 30 days of receiving the cancellation notice.
- f) I acknowledge and accept that for personal investments, Prudential International will take my declared country of tax residence as my residence for any obligatory tax reporting/paying purposes.
- g) I acknowledge and accept that for Trust/Trustee investments, Prudential International will take the country of tax residence of the Trust as the residency of the Trust for tax reporting/paying purposes.
- h) I acknowledge and accept that for company investments, Prudential International will take the country of tax residence as the company's country of residence for tax reporting/paying purposes.
- i) I will notify Prudential International in writing if I change the country in which I reside or if the rights conferred by the contract come to be held subject to a Trust or are transferred to another individual or body, and I will provide Prudential International with the relevant documentation necessary to evidence the change.
- j) as a consequence of my investment and where applicable, I authorise and direct Prudential International to pay on my behalf all taxes, levies and other similar payments payable to the taxation and revenue authorities of my declared country of tax residence from the funds from which the bond derives its value, which I acknowledge will result in a corresponding reduction in the value of the bond. I confirm that I have sought taxation advice in the country in which I am resident unless I consider my personal knowledge is such that I do not have to do so.
- k) I understand that a copy of the terms and conditions, and the completed Application Form, are available on request.
- l) I understand calls may be monitored or recorded for quality, staff training, dispute resolution and/or security purposes.
- m) I acknowledge and accept that the validity, construction and performance of any contract entered into between Prudential International and myself shall be governed by English Law and that any dispute arising under or in connection with the contract shall be subject to the exclusive jurisdiction of the English Courts to which I hereby submit.
- n) I confirm that I have read the Key Information Document, relevant Investment Option Document(s) or the Fund Managers own Key Investor Information Document(s) as appropriate for this product.

### 2. Investment notice

Some funds and investments may be subject to very high risk – including the possible loss of your total investment – and may be subject to extremely wide and sudden fluctuations in value either upwards or downward.

You must ensure that you are fully aware of the details of these funds and investments to ensure that you are aware of the risks involved. In addition to the risks inherent in the underlying assets, funds and investments may be subject to additional risks from exchange matters, withholding taxes or political and economic issues. Some funds and investments can be relatively illiquid which can, at points in time, negatively affect investment and redemption values. Some funds and investments have the ability to utilise many different and varying investment strategies and techniques, some of which may carry theoretically unlimited risk of loss. Some funds and investments may use gearing or similar mechanisms, which may amplify upward and downward investment movement.

This can provide additional relative potential for gain but may similarly provide an additional relative potential for loss including immediate and substantial loss. Some funds and investments may levy fees or other charges and costs on redemption or there may be restrictions regarding redemption. Some funds and investments may not be subject to any level of investor protection or regulation. Equally, some funds and investments may not be subject to any form of UK FCA recognition, or authorisation or operate from UK FCA designated territories. Funds and investments may or may not be authorised or regulated in non-UK jurisdictions and the nature of any such authorisation or regulation will be determined totally by the nature of the regulation prevailing in the relevant jurisdiction.

## Section 6 – Declaration – continued

### Personal Portfolio Bonds (“Highly Personalised Bonds”)

Prudential International does not wish to provide bonds to UK residents that would be classified as Personal Portfolio Bonds under the relevant UK legislation. Such bonds are subject to a recurring notional and “arbitrary” annual chargeable gain, which can give rise to a substantial recurring annual personal UK tax liability. You and your advisers are totally responsible for ensuring that any selected funds and investments are not of a nature that would cause your bond to be classified as a Personal Portfolio Bond, if you are or become a UK resident. If a selected fund or investment is of a nature or becomes of a nature (as fund make-up and/or legislation can change) whereby your bond is or becomes so classified, that fund or investment must be terminated immediately and either switched or cashed in and you alone will be responsible for any tax charge.

### Declaration

I/We confirm that I/we have read the prospectuses and associated documents of all funds and investments associated with this bond application and am/ are aware of the nature of the investment and risks involved. I/We confirm that to the best of our knowledge the funds and investments selected are not of a nature that would cause my/ our bond to be classified and taxed as a Personal Portfolio Bond (“highly personalised bond”) under the relevant UK legislation.

## PRIVACY NOTICE

### 3. How we use your personal information

We, M&G plc\*, take the privacy and protection of your personal information seriously.

So we've set out below information about our processing of your personal information, what rights you have, and how you can get in touch if you want to know more.

When we say personal information, we mean information about you, such as your name, date of birth and contact details. We collect personal information from you that is necessary for us to either provide you with the product or service you've requested or to comply with statutory or contractual requirements. Unfortunately if you don't provide all of the information we require this may mean we are unable to provide our products and services to you.

### Part A – How we use your personal information and why

Prudential UK\*\* and Prudential International\*\*\* and our Business Partners\*\*\*\*, will use the personal information you provide to us, together with other information, for the following purposes:

- the administration of our products and services, including to enable us to perform our obligations to you and to provide any relevant services as discussed with you prior to any purchase of a product or service
- complying with any regulatory or other legal requirements

- carrying out checks using agencies such as credit reference agencies, tracing companies, or publicly available information (See Part B for more)
- the provision of customer services – like to reply to a question, or tell you that something's changing
- automated decision-making or profiling (see Part C for more)
- keeping your information on record and carrying out other internal business administration

In addition, we, M&G plc, and our Marketing Partners\*\*\*\*, will use the personal information you provide to us, together with other information, to send you direct marketing offers by electronic and non-electronic means including by post, where you have consented for us to do so. Please see Part G for further details.

Some of the purposes above are necessary to allow us to perform our contractual obligations to you and to enable us to comply with applicable laws and regulation. We may also rely on legitimate interests or other legal bases in using and sharing your personal information for the purposes described above to improve our products and services. This allows us to explore ways to develop our business and to gain insights into how our products and services are used.

### Who we share your personal information with and why

We may share your personal information within M&G plc and with our Business Partners, for any of the purposes set out in Part A. If you have a joint policy or investment, the other person may receive your personal information too. If appropriate, we may also pass on your personal information to financial crime prevention agencies, any legal, regulatory or government bodies.

As we, M&G plc, and some of our Business Partners are global companies, we might need to send your personal information to countries that have different data protection laws to the UK or the European Economic Area. These transfers will only be to countries in respect of which the European Commission and, where applicable, the UK Government has issued a data protection 'adequacy' decision, or to other countries, such as India or the United States of America, but only where appropriate safeguards have been put in place first. In more limited circumstances, we may also need to rely on a derogation under applicable privacy laws.

If you want to know more about these safeguards – like our use of the European Commission's or UK's Model Clauses which govern the transfer of information outside of the European Economic Area and UK respectively – further information is available on request.

### We keep your personal information for a set amount of time

Your personal information will be stored either for as long as you (or your joint policyholder) are our customer, or longer if required by law or as is otherwise necessary. It'll always be in line with our data retention policy.

### Part B – Reference checks

For certain products, we may use approved credit reference agencies, tracing companies, financial crime prevention agencies, or publicly available information, to help us to check your identity, as well as to prevent fraud and money laundering; this may include checks on your current or previous addresses. Results of these may be recorded for future reference.

These checks may also be carried out for a joint policy holder or person(s) that you provide personal information on. Should we ever lose contact with you, we may use these agencies to verify your address to help us get back in touch.

Any transfer of your personal information will always be done securely.

### Part C – We may use your personal information to make automated decisions or profile you

We, M&G plc, our Business Partners, and our Marketing Partners may use your personal information to make automated decisions affecting you or to conduct other profiling (for example, marketing profiling).

To the extent that we conduct such automated decision making activity, we'll provide you with further information at the appropriate time.

### Part D – Use of your sensitive personal information

For certain products or services, we'll need to process your sensitive personal information, such as information relating to health, genetics, biometric identifiers and sexual orientation. To the extent that we need your explicit consent to process this kind of personal information in the manner described in Parts A, B, and C, we will only process such data as provided for by your consent.

### Part E – You're in control

When it comes to how we use your personal information, you've got the right to:

- request a copy of your personal information for free (we may charge you for this if the request is manifestly unfounded or excessive)
- in certain circumstances request that we move your personal information to another organisation if you want us to
- request that we correct anything that's wrong, or complete any incomplete personal information

- ask us to delete your personal information if it is no longer needed for the purposes set out in Part A or if there is no other legal basis for the processing
- limit how we use your personal information or withdraw your consents (including automated decision making) you have given for the processing of your personal information
- object to us using your personal information for direct marketing (including related profiling) or other processing based on legitimate interests
- complain to a data protection authority or another independent regulator about how we're using it.

If you want to do any of these things, or would like an explanation as regards these rights, we've explained how you can get in touch in the Contact Us section.

If you do need to speak to us, it'll be useful to have to hand that the joint data controllers of your personal information are Prudential UK and Prudential International. Prudential UK and Prudential International have also appointed a Data Protection Officer for each entity, both of whom can be reached at the address shown in the Contact Us section of this document.

We may monitor or record calls or any other communication we have with you. This might be for training, for security, or to help us check for quality.

### Part F – Acting on someone else's behalf?

If you give us personal information about another person (or persons), we'll take that to mean they have appointed and authorised you to act on their behalf. This includes providing consent to:

- our processing of their personal information and sensitive personal information (as we've explained in Parts A, B, C, and D above)
- you getting any information protection notices on their behalf.

If for any reason you are concerned as to whether you are permitted to provide us with the other person's information, please contact us on the phone number below before sending us anything.

### Part G – Direct marketing

From time to time, Prudential UK, Prudential International and M&G plc would like to contact you with details about products, services and any special offers. Please note that any consent you give as part of the application process will not apply to M&G Investments Group as they operate their own customer database.

And if you change your mind, and/or you would like to opt-out of direct marketing, it's easy to let us know. Just call us on **0800 000 000**.

### Contact Us

If you want to exercise your rights in Part E or if you require any other information about any other part of this notice, you can contact us in a number of different ways.

Write to us at:

**Customer Service Centre  
Prudential  
Lancing  
BN15 8GB**

Call us on: **0800 000 000**

Or visit: **www.pru.co.uk**

- \* M&G plc means any affiliates of Prudential UK (including, Prudential Distribution Limited, Prudential International Assurance plc, PGDS (UK ONE) Limited, Prudential Life Time Mortgages Limited, M&G Global Services Private Limited, M&G Investments Group, M&G Wealth Advice Limited and Prudential Corporate Pensions Trustee Limited).
- \*\* Prudential UK means The Prudential Assurance Company Limited and Prudential Pensions Limited, as appropriate.
- \*\*\* Prudential International means Prudential International Assurance plc
- \*\*\*\* Business Partners means our service providers, accountants, auditors, IT service and platform providers, intermediaries, reinsurers, retrocessionaires, investment managers, agents, pension trustees (and other stakeholders), scheme advisors, introducers, selected third party financial and insurance product providers, and our legal advisers.
- \*\*\*\*\* Marketing Partners means our service providers, intermediaries, pension trustees (and other stakeholders), scheme advisors, introducers and selected third party financial and insurance product providers.

### 4. Adviser Charges Declaration

I authorise Prudential International to act upon my instructions regarding the facilitation of Adviser Charges (the "Adviser Charge Instruction") whether specified here now or elsewhere at any time in future. I also understand that Prudential International shall not be required to carry out such instructions (including any permitted by my adviser firm) where they conflict with any applicable law or regulation and/or where they are inconsistent with Prudential International's Adviser Charge administration capability.

I understand that where there is a difference between the Adviser Charge Instruction and the Adviser Charges agreed with my adviser firm, Prudential International will only facilitate payment in accordance with my Adviser Charge Instruction.

I confirm that the Adviser Charge specified in my Adviser Charge Instruction is inclusive of any VAT at the prevailing rate from time to time.

I understand that if the level of VAT applicable within the Adviser Charge changes (including where previously VAT free Adviser Charges become subject to VAT) Prudential International will only alter my Adviser Charge following a new Adviser Charge Instruction or instruction from my adviser firm which sets out the new level of charges to be deducted.

I understand that, with the exception of changes in the level of VAT, the Adviser Charge may not be increased without my explicit authority.

I agree that the Adviser Charge may be reduced or stopped by Prudential International or my adviser firm without my explicit authority.

I understand that if the total withdrawals from the Bond (including any One-Off /Regular Withdrawals and Adviser Charges) in any policy year exceed 5% of the total investments, there may be tax implications for all Policy owners. In certain circumstances, we are obliged to report details of these events directly to HMRC.

I agree that where my adviser firm arranges for the services I have agreed with them to be provided by another adviser firm, I authorise Prudential International to amend my Adviser Charge Instructions to pay the Adviser Charges at the existing agreed level to the new adviser firm, except where they conflict with any applicable law, regulation and/or HMRC practice and/or where they are inconsistent with Prudential's Adviser Charge administration capability.

I confirm that I have discussed with my financial adviser the tax implications of having my Adviser Charge deducted from the contract and acknowledge that deduction of the Adviser Charge may trigger a tax liability. (Whether tax is triggered as a result of the Adviser Charge will depend on the type of Prudential International contract and how you have agreed with your adviser to structure payment of the Adviser Charge. Your adviser (or another independent tax adviser) should provide you with this advice).

### 5. Declaration of residence outside Ireland

Each Applicant must read the residency definitions below and then complete this declaration.

#### Definition of Residency Residence definition – company

Generally a company that is incorporated in Ireland will be regarded as resident for tax purposes in Ireland. Incorporation in Ireland does not result in a company being tax resident in Ireland if the company is regarded as resident in a territory other than Ireland and not resident in Ireland for the purposes of a tax treaty. In such a case, the tax treaty provisions override the general rule.

A company that is incorporated in a foreign jurisdiction and is centrally managed and controlled in Ireland will be resident in Ireland for tax purposes.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and professional tax advice should be taken if necessary.

## Section 6 – Declaration – continued

### Residence definition – individual

An individual will be regarded as being resident in Ireland for a tax year if s/he either:

- spends 183 days or more in the State in that tax year, or
- has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

Presence in a tax year by an individual of not more than 30 days in the State will not be reckoned for the purpose of applying the two-year test. Presence in the State for a day means the personal presence of an individual at any time during that day for tax year 2009 onwards.

### Ordinary residence definition – individual

The term “ordinary residence” as distinct from “residence” relates to a person’s normal pattern of life and denotes residence in a place with some degree of continuity. An individual who has been resident in the State for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2010 and departs from the State in that year will remain ordinarily resident up to the end of the tax year 2013.

Please note that the declaration below regarding non-residence in Ireland must be completed before we can make payments. Important Irish ‘Exit’ Tax may be applied to the bond (for example on payments from the bond) if this Declaration is not completed.

Policyholders and trustees resident outside Ireland are required by the Irish Revenue Commissioners to make the following declaration, which is in a format authorised by them, in order to receive payments without deduction of Irish tax.

I/We\* declare that (\*Delete as appropriate)

- I/We\* have read the explanation of the terms detailed in the note entitled “residence definitions” above.
- I am/We are/The Company is\* the policyholder in respect of which this declaration is being made.
- I am/We are/The Company is\* not resident or ordinarily resident in Ireland.

If you are making this declaration whilst in the process of setting up your policy, setting up a series of regular withdrawals or making a first partial encashment:

- I/We/The Company\* hereby undertake(s) to inform Prudential International in writing of any change in my/our/the Company’s\* country of residence during the life of the policy, and will provide the relevant documentation necessary to evidence the change.

### 6. Adviser Charges – Financial Adviser Details

If you have asked us to pay an Initial Adviser Charge (in Section 2), to your financial adviser on your behalf, please give the name and address of the adviser to whom these charges should be paid:

Postcode

### Warning – material facts

A material fact is any fact which might influence the assessment and acceptance of your application. A material fact may affect our decision on whether your Application is acceptable and whether the contract should be subject to any special terms. Failure to disclose a material fact may affect entitlement to benefits under the contract and could result in the contract being void. The obligation to disclose a material fact applies to any material fact you are aware of when you submit the Application. It also applies to any material fact you become aware of after you submit the Application but before the contract starts. If you are in any doubt whether certain facts are material, these facts should be included.

I/We undertake to notify you of any changes to material facts, including any changes in respect of the beneficial owner(s) in respect of the contract as and when such changes occur.

### 7. Signatories – to be signed by each Applicant<sup>9</sup>

Application – by the applicant(s)

Please accept this additional investment on the basis specified in this Application Form.

Name of Trust/Company Applicant (if applicable)

#### First (or only) Applicant

Full name (Trustee/Authorised signatory)

Principal place of residence/address of policyholder(s)/  
registered office address of company:)

Postcode

Signature

Date of this declaration:

D	D	M	M	Y	Y	Y	Y
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This form may be subject to inspection by the Irish Revenue Commissioners. It is an offence under Irish Law to make a false declaration.

This declaration must be signed by policyholders who are neither resident nor ordinarily resident in Ireland or by personal representatives signing on behalf of deceased persons.

#### Further Applicant – if applicable

Full name (Trustee/Authorised signatory)

Principal place of residence/address of policyholder(s)/  
registered office address of company:)

Postcode

Signature

Date of birth

D	D	M	M	Y	Y	Y	Y
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Where the policyholder is a company, the declaration must be signed by the company secretary or such other authorised officer.

#### Notes

- <sup>9</sup> If there are more than two trustee applicants or authorised company officers completing this application, please photocopy this Declaration, complete and send in with this Application.

## To be completed by your financial adviser

Please complete the following and make sure that all necessary documentation accompanies this application form. Failure to provide all relevant information will result in a delay to the application being processed. Please note that interest will not be credited to payments received prior to the receipt of all documentation requirements.

I/We certify that to the best of my/our knowledge the intended beneficiaries of an Absolute trust/nominee company are not resident in a country on Prudential International's prohibited list (as published by Prudential International).

### Financial adviser checklist

The details of the beneficial owners of the Applicant have been provided in Section 5 of this application form.

If paying by cheque, please make cheque payable to Prudential International

If paying by Electronic Fund Transfer, I enclose the copy of the Fund Transfer Request Form (The original should be sent to the client's bank.)

Trust declaration (Deed)

If a company application, the list of Authorised Signatories, stating position in company and a specimen signature for each person listed

Ensure that Part 7 of section 6 is fully completed

Adviser name

Adviser Ref No

Tel number

Fax number

Email address

Address

Postcode

Firm Reference Number (as per FCA Register)

### Reminder

- Check any product options in each section are correctly selected.
- Make sure that Adviser Charge details have been fully completed in Section 2.
- Check for correct signatures and dates in Section 9; this is mandatory.

[www.pru.co.uk/international](http://www.pru.co.uk/international)

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