# Secure Advantage™

## Trustee Investment Plan - Lifetime Income

## Alterations to your Plan

This form should be used only if you are a Planholder wishing to make any of the changes listed below to your Plan.
You should only fill out the sections of the form which relate to the information you want to update.

| Update requested | Completion Instructions |
|---|---|
| Updating Trustees/Authorised Signatories. | Complete section 1. |
| Changing your bank account details. | Complete section 2. |
| Changing your address. | Complete section 3. |
| Authorising members. | Complete section 4. |
| Changing your Guaranteed Income Payments. | Complete section 5. |
| Changing your investment choice. | Complete section 6. |
| Requesting a surrender. | Complete section 7. |
| Data Protection. | Read section 8. |
| Your Rights | Read section 9. |

**Important Information**
Please read before completing this form

- Please use BLOCK CAPITALS and black ink throughout.
- Signatures are required at various points throughout this form, please sign where this is required.
- If you make a mistake, please cross it out, put in the correct word(s) and sign your initials next to the correction.
- Please do not use correction fluid.
- All changes will be made in accordance with the Secure Advantage™ Trustee Investment Plan – Lifetime Income Plan **Terms and Conditions**.
- You should read section 8, "Your rights", before sending the form back to us.
- On completion of this form, please return it to:
  AXA Life Europe
  PO Box 13464
  Dublin 1
  D01 TX39
  Ireland.

## 1. UPDATING TRUSTEES/AUTHORISED SIGNATORIES

Plan number:

Name of new or additional trustee/authorised signatory:

Signature of new or additional trustee/authorised signatory:

Name of outgoing trustee/authorised signatory:

Signature of outgoing trustee/authorised signatory:

Note: Please ensure that you attach proof of identification for each new trustee/authorised signatory with this form.

AXA Life Invest cannot accept instructions from the new trustee/authorised signatory until we receive this documentation.

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

## 2. CHANGING YOUR BANK ACCOUNT DETAILS

Please fill out your new bank account details below and sign where indicated.

Plan number:

Full name of your Bank or Building Society:

Name of account holder:

Sort Code: Account number:

Building Society Roll number/Reference Number:

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

## 3. CHANGING YOUR ADDRESS

Please fill out your new address details below and sign where indicated.

Please tick to indicate if this is a change of Trust address or Individual Member address: ☐ Trust ☐ Individual Member

Plan number:

Address:

Postcode:

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

## 4. AUTHORISING MEMBERS

We, the Trustees of the scheme authorise AXA Life Invest to accept investment instructions directly from the Member.

Plan number:

Signature of the Trustee/authorised signatory:

Print name:

Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name:

Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name:

Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name:

Date: D D M M Y Y Y Y

The member must provide a specimen signature below:

Member's signature: Date: D D M M Y Y Y Y

Print name:

## 5. CHANGING YOUR GUARANTEED INCOME PAYMENTS

Please fill out below how you would like the Guaranteed Income Payments to be made and sign where indicated.
(Must be aged 55 or over for single and joint life)

Plan number:

We must receive this completed and signed instruction at least fifteen (15) Business Days before we would have otherwise made the first Guaranteed Income Payment. Should we not be in a position to start the Guaranteed Income Payment on the date you request, we will commence the Guaranteed Income Payment at the next available date.

### 5A: Start date

We, the Trustees, wish to change the Guaranteed Income Payment Start Date for the Plan to the following date: D D M M Y Y Y Y

(You can decide to change this date in the future as long as income has not started).

### 5B: Frequency

We, the Trustees, wish to change the frequency of the Guaranteed Income Payments as detailed below:

Payment frequency (choose one)

☐ Monthly ☐ Quarterly ☐ Half-Yearly ☐ Yearly

Please note that in accordance with the Plan **Terms and Conditions**, this change will come into effect on the next Plan anniversary date.

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

## 6. CHANGING YOUR INVESTMENT CHOICE

Please choose your new investment choice and sign where indicated.

Plan number:

We, the trustees, wish to change our investment choice to the following Fund (please tick ONE):

ALI AB Global Strategy 30/70 GBP Fund ☐

ALI AB Global Strategy 40/60 GBP Fund ☐

ALI AB Global Strategy 50/50 GBP Fund ☐

ALI AB Global Strategy 60/40 GBP Fund ☐

Signature of the Trustee/authorised signatory:

Date: D D M M Y Y Y Y

Print name:

Signature of the Trustee/authorised signatory:

Date: D D M M Y Y Y Y

Print name:

Where the member is making the request to change the investment choices (where they are authorised to do so), the member must sign below:

Member's Signature:

Date: D D M M Y Y Y Y

Print name:

## 7. REQUESTING A SURRENDER - PARTIAL OR FULL SURRENDER.

Please fill out details of the surrender you would like to make from the Plan below and sign where indicated.

Plan number:

Remember that surrender fees may be charged on the amount of any partial or full surrender made in the first five years of the contract. For further information, please refer to your Plan **Terms and Conditions**.

**IMPORTANT: The following instructions must be followed to request a partial or full surrender.**

- Please provide copy of trustee identification, if not already provided.
- If you are surrendering your Plan in full, please return your original Plan schedule with this request **OR** alternatively, a completed Lost Policy Declaration form.
- Please complete Part A (for a partial surrender) or Part B (for a full surrender) and Parts C and D.

☐ **Part A: Partial Surrender**

Any partial surrender will be deducted from each of the Unit-linked Funds held on the Plan in proportion to the percentage of the total value of the investment. When you make a partial surrender, it will immediately reduce the Guaranteed Income Amount.

You may not make a Partial Surrender unless the Plan Value after the Partial Surrender is at least £1,000. If you request a partial surrender which would have the effect of reducing the value of your investment to less than £1,000:

- before the Guaranteed Income Payment Start Date: your Contract and all associated guarantees will be automatically terminated. We will then pay you the full value of your investment in your Contract.
- after the Guaranteed Income Payment Start Date: your partial request will not be executed. The minimum Partial Surrender Amount is £250.

We, the Trustees, request a Partial Surrender Amount of

£ or % of the Plan Value.

☐ **Part B: Full Surrender**

We, the Trustees, request a full surrender.

We, the Trustees, recognise that on a full surrender the Plan will terminate and all guarantees under the Plan will end. ☐ (Please tick)

**Part C: Payment**

Every surrender amount (partial or total) will be paid by wire transfer. Please allow 10 – 15 working days for the surrender amount to clear in your bank account. This is the amount of time needed to disinvest from your funds and transfer the money via wire transfer.

Full name of your Bank or Building Society:

Name of account holder: Sort Code:

Account number: Building Society Roll number:

**Part D: Signatures**

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

Signature of the Trustee/authorised signatory:

Print name: Date: D D M M Y Y Y Y

## 8. DATA PROTECTION

**Why do we need to collect and process your personal data?**

AXA Life Europe DAC (as Data Controller – referred to hereafter as "we", "us" or "our") is an insurance undertaking with its registered office in Wolfe Tone House, Wolfe Tone Street, Dublin D01 HP90, Ireland.

We will process your personal data ("Data") for purposes associated with the administration of your insurance policy or to provide you with a benefit under an insurance policy, to comply with legal requirements on us and for internal statistical analysis.

In particular, we shall use your data to provide insurance services and products in connection with the following non-exhaustive list of activities:

- providing quotations and illustrations;
- preparing and concluding insurance policies and fulfilling contractual obligations deriving from them;
- collecting premiums;
- settling claims, payments or other benefits;
- reinsurance and coinsurance;
- prevention and detection of insurance fraud and related legal action; exercising and protecting insurance rights;
- other specific legal or contractual obligations;
- analysis of new insurance markets or products or services;
- management and internal control;
- statistical activities, including for pricing purposes:
- use of anonymized data for the purposes of analysis and market statistics.

**What will we do with your personal data?**

Your Data will be stored in compliance with Irish legal requirements, and in particular with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). In accordance with these regulations, we will implement appropriate security measures to protect your Data.

We may perform criminal checks where permitted by law, and may process other Sensitive Data, such as citizenship or nationality information or health information, when connected with the provision of a benefit under your contract of insurance.

We may transfer your Data to external third-party providers performing certain services for us. Such third-party providers have access to your Data solely for the purposes of performing the services specified in the applicable service contract, and we require them to process the Data only in accordance with our instructions and with technical and organisational security measures consistent with the requirements set out in this Notice.

We may be required to disclose part of your Data to other third parties (1) as required by law; (2) to protect our legal rights to the extent authorized or permitted by law. In addition, in the event of a re-organization, merger, sale, joint venture, assignment, or other transfer or divestiture of all or any part of our business, we may transfer your Data to the acquiring entities or parties.

We are part of the global AXA Group and therefore your Data may be transferred to and processed in third countries that may not be deemed to provide the same level of Data protection as your home country. If we transfer your Data to a third country, we shall maintain and apply data protection standards consistent with those specified in this Notice. Additionally, we have entered into the AXA Group's Binding Corporate Rules governing the treatment of personal information of European Union residents. Further information about these Binding Corporate Rules is available on our website.

In particular, in order to provide you with your contract of insurance, we may need to send your data to any of the following third parties:

- IFAs or other distributors who were involved in the distribution of your contract;
- Reinsurers for reinsurance purposes,
- Law firms for the purposes of obtaining legal advice,
- Insurance services firms for managing your policy, including claims handling,
- Services companies providing document management services (printing, archiving, postal services, etc.
- Companies belonging to the AXA Group for analysis purposes,
- Regulatory bodies such as the Central Bank of Ireland and the UK Financial Conduct Authority to comply with legal requirements
- Irish Revenue Commissioners and other tax authorities in order to comply with our reporting obligations under FATCA and CRS; in particular, we may need to send them your name and surname, address, tax code, date of birth, policy number and the value of your policy at the end of the reporting period

We will not sell your Data to any third party.

We will retain your Data for a period of seven years following the end of your contractual relationship with us.

We process your Data using only manual and IT-based methods and procedures which are strictly required to provide you with insurance services and/or products or, if you agree, to perform market research, surveys and promotional activities. The same methods and processes are used when this data is transmitted to third parties for the same purposes as indicated in this document. Your Data is processed by our employees where this is relevant to their role, and only in accordance with our instructions and for the purposes set out in this privacy notice.

**What are your rights under data protection legislation?**

You can at any time exercise your rights to access, rectify or erase your Data, restrict or object to its processing, or ask for the Data to be transferred to a third party (data portability) by contacting our internal DPO (by email at data.protection@axa-lifeeurope.com). You may also file a complaint with the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23 (email: info@dataprotection.ie).

Please note that your personal data is required by us in order to provide you with a contract of insurance. For this reason, we do not have to obtain your explicit consent to process your Data for this purpose.

You can decide not to provide us with certain information we may request from time to time in connection with your policy, but you need to be aware that failure to provide this information may prevent us from providing you with a service or benefit under your insurance policy.

## 9. YOUR RIGHTS

You have the right to access all the personal data held by us regarding the Individual Member and their spouse/civil partner. If the Individual Member and their spouse/ civil partner would like a copy of the details we hold on them, please write to us at the address below.

The Individual Member and their spouse/ civil partner also have the right to correct any errors in the information we hold about them, block certain uses or object to the processing of their personal data. If the Individual Member and their spouse/ civil partner exercise the aforementioned rights to block or object to our processing of their personal data and this impacts on our ability to administer the Plan, we shall not be liable or responsible for any losses you may incur.

By signing this form you consent to the use of their personal data as described herein. You are also confirming that you have fully explained to each person whose personal data is supplied to us in connection with your Plan why we asked for this information, what we will use it for, and that they have agreed to this.

If you require further information about these rights, you may obtain this from either:

**The Data Protection Co-ordinator, AXA Life Invest, Wolfe Tone House, Wolfe Tone Street, Dublin 1, Ireland**
**or the Office of The Data Protection Commissioner, Canal House, Station Road, Portarlington, Co Laois, Ireland.**

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Please complete the following Non-Resident Declaration form if you wish to make a surrender from your policy and you have not previously submitted this declaration to us.

# Declaration of Residence outside Ireland

**Policyholders 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

- I/we* have read the explanation of the terms detailed in the note entitled "Residence Definitions" attached;
- 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 to inform the insurance company of any change in my/our/the company's* country of residence during the life of the policy.

*Delete as appropriate.

**Name and principal place of residence/address of Policyholder**:_____

_____

_____

**Signature of Policyholder or Authorised Signatory**:_____

**Capacity in which declaration is made**:

_____**Date**:_____

**Joint Policyholders**:

| **Names & Principal places of residence** | **Signatures** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Notes**

1. This form may be subject to inspection by the Irish Revenue Commissioners. It is an offence under Irish law to make a false declaration.

2. 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. Where the policyholder is a company, the declaration must be signed by the company secretary or such other authorised officer. It may also be signed by a person who holds power of attorney from the policyholder. A copy of the power of attorney should be furnished with this declaration.

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# Residence Definitions

## Residence - Individual

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

- 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.

## Ordinary Residence -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 2018 and departs from the State in that year will remain ordinarily resident up to the end of the tax year in 2021.

## Residence - Company

A company which has its central management and control in Ireland (the State) is resident in the State irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in the State is resident in the State except where the company is regarded as resident in another country and not resident in the State under a double taxation treaty between the Republic of Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions which are contained in section 23A Taxes Consolidation Act, 1997.

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