



APPLICATION FORM

BESPOKE

RETIREMENT ANNUITY TRUST
SCHEMES (RATS)

FROM GOWER PENSIONS
MANAGEMENT LIMITED

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RETIREMENT ANNUITY TRUST SCHEMES (RATS)

FROM GOWER PENSIONS
MANAGEMENT LIMITED

APPLICATION FORM

INTRODUCTION

This application form should only be completed by the Member(s) and where applicable their financial adviser. This form should be read in conjunction with the current edition of our RATS Literature – see appendix ii.

Please ensure you complete all sections. Failure to provide all relevant information and supporting documentation will result in a delay to the application being processed. Gower Pensions Management Limited reserve the right to request further information in order to process this application.

To assist you in ensuring all relevant documentation is included when submitting your application to us, please complete "the Checklist" below.

Is the application for a single or joint member? Please tick as appropriate

☐ Single Member

☐ Joint Members

Notes: References to the singular will include the plural and vice versa.

Applicant/Member: Applicant will also mean Member and vice versa. Member will mean Applicant or any subsequent member of the RATS.

CHECKLIST

Please ensure that ALL relevant documentation is submitted with this application:

- ☐ Certified copy of each Member's passport – see section 7 for guidance.
- ☐ Certified copy of each Member's Address verification.
- ☐ Appropriately completed and signed discharge paperwork for each transfer.

Where no professional adviser is appointed:

- ☐ If you have approached Gower Pensions Management Limited directly with regard to establishing and commencing a retirement trust, we are obliged by the Guernsey Financial Services Commission to request all Members review, complete and sign the RATS Suitability Questionnaire see appendix iii.

Where a professional adviser has been appointed (see section 2 of application):

- ☐ A copy of a suitability report signed by both the Member and the adviser should be provided with this application.

We would always recommend you seek independent financial advice before considering the formation of a bespoke RATS arrangement. Please see section 5 of the Terms and Conditions.

Preferred name for RATS

_____, subject to Trustee approval.

SECTION 1A. PERSONAL DETAILS – MEMBER 1

Title	Home Telephone
Forename/s	Facsimile
Surname	Mobile
Previous Name/s	Email
Date of Birth	The Trustee's principal form of correspondence will be via email to the email address provided above. If email is not to be used then please tick here. <input type="checkbox"/>
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Occupation & Job Title
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single	Employer's Name
<input type="checkbox"/> Other (please specify)	Employer's Telephone
Nationality	Employer's Address
Residency for tax purposes	
Domicile	
Tax Reference Number	
Principal Residential Address	Relationship to Member 2 (if applicable)
	Children/Dependants (Number & Age)

SECTION 1B. PERSONAL DETAILS – MEMBER 2 (ie. spouse)

Title	Home Telephone
Forename/s	Facsimile
Surname	Mobile
Previous Name/s	Email
Date of Birth	The Trustee's principal form of correspondence will be via email to the email address provided above. If email is not to be used then please tick here. <input type="checkbox"/>
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Occupation & Job Title
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single	Employer's Name
<input type="checkbox"/> Other (please specify)	Employer's Telephone
Nationality	Employer's Address
Residency for tax purposes	
Domicile	
Tax Reference Number	
Principal Residential Address	Relationship to Member 1
	Children/Dependants (Number & Age)

SECTION 2. DETAILS OF FINANCIAL ADVISER

Has professional advice been provided? ☐ Yes ☐ No

If yes, please complete section 2.1. If no, we will require the completion of the Retirement Annuity Schemes Suitability Questionnaire see **appendix iii**.

2.1 ADVISER DETAILS

Full name

Firm

Telephone

Facsimile

Email

Address

Will fees be payable to the adviser? (if yes, please complete section 2.2)

☐ Yes ☐ No

2.2 ADVISER COMMISSION/FEE ARRANGEMENT

Initial commission/fee* %

Annual commission/fee* %

Additional information on commission/fee arrangements

Note: Commission/fees will be paid from pension funds received into the RATS.

* Initial and annual commission/fee can be either a percentage of your RATS fund or fixed sum (eg. £1,000).

If adviser fees are not to be paid by the RATS funds, then please detail how these will be settled?

SECTION 3. CONTRIBUTIONS AND TRANSFER(S) IN

3A. SOURCE OF WEALTH

Please provide details of the source of wealth to be contributed/transferred to the RATS. This should include a description on how the wealth was accumulated to date and should also include a brief description of your employment history i.e. savings, salary, inheritance. If you are intending to transfer other pension arrangements into your plan, please provide details on how these pensions were accumulated.

Note: GPML may seek verification of your source of wealth and source of funds in accordance with the anti-money laundering procedures issued by the Guernsey Financial Services Commission.

Comments

B. MEMBER CONTRIBUTION(S)

There is no maximum contribution level that can be made to your pension in any one year; however no tax relief will be granted for contributions in any year in excess of the lower of £35,000 or 100% of **Taxable Income**. Please note that in the case of married couples, the £35,000 maximum still applies, i.e. you are not entitled to relief of £35,000 each. Limits for subsequent years may be amended by Guernsey Income Tax and reference should be made to them as appropriate.). Guernsey Income Tax do allow a carry forward provision of unused tax relief to be applied and are willing to confirm unused relief if supplied with all the relevant information.

Are monthly contributions to be made into the RATS?

Member 1 ☐ Yes ☐ No

Member 2 ☐ Yes ☐ No

If yes; please indicate anticipated level of monthly contribution.

Member 1

Member 2

3C. EMPLOYER CONTRIBUTION(S)

An employer of a Member is permitted to contribute to the RATS if they wish to do so. If the contribution is an Ordinary Contribution it will be allowable as a deduction for tax purposes in the accounting period in which it is paid.

Are employer contributions to be made into the RATS?

Member 1 ☐ Yes ☐ No

Member 2 ☐ Yes ☐ No

If yes; please indicate anticipated level of monthly contribution.

Member 1

Member 2

3D. TRANSFER(S) IN

Transfers are permitted from a number of different types of schemes. For instance, the RATS can receive a transfer from a Guernsey approved occupational pension scheme or another arrangement approved by the Director of Income Tax under section 157A of the law.

Please indicate below the current estimated pension value(s) to be transferred into the RATS.

MEMBER 1 DETAILS OF EXISTING SCHEMES TO BE TRANSFERRED

SCHEME 1

Provider

Name of Scheme

Type of Scheme

Transfer Value

SCHEME 2

Provider

Name of Scheme

Type of Scheme

Transfer Value

MEMBER 2 DETAILS OF EXISTING SCHEMES TO BE TRANSFERRED

SCHEME 1

Provider

Name of Scheme

Type of Scheme

Transfer Value

SCHEME 2

Provider

Name of Scheme

Type of Scheme

Transfer Value

Note UK Pension Transfers: UK pension transfers will not be permitted into this structure as the assets will need to be kept segregated and would be held by a separate arrangement which has the appropriate approvals and acceptances for UK pension transfers (a QROPS – Qualified Recognised Overseas Pension Schemes structure).

If you would like to make a UK pension transfer please enquire about our range of appropriate solutions.

SECTION 4. INVESTMENT MANAGEMENT STRATEGY

4.1 INVESTMENT STRATEGY SELECTION

The Trustee normally requires the appointment of a professional investment manager to be associated to your pension.
Please indicate below your preferred option

- i. GPML suggested discretionary investment manager. ☐
- ii. Member / Adviser nominated investment manager, please complete section 4.4 (See Section 5 for possible charges for this nomination) ☐

Note: Member nominated investment managers will be subject to Trustee approval

- iii. Member suggested investments ☐

Within the Rules of the scheme, a Member may approach the Trustees with suggested investments from time to time. If you have indicated above that it is your wish to operate the investment management of your RATS on this basis the Trustees may seek to be indemnified and arrange to be held harmless from any investment suggestions you make. This indemnity may be sought to be obtained under separate legal agreement. (See Section 5 for possible charges for this nomination)

4.2 RISK PROFILE

Risk profile undertaken with your financial/investment adviser ☐ Yes ☐ No

Copy of risk profile has been provided with application ☐ Yes ☐ No

IF no risk profiler has been taken please indicate the risk rating which best illustrates your risk profile

Low		Medium		High
1	2	3	4	5

Notes on your risk profile

4.3 ANTICIPATED RETIREMENT DATE – MEMBER 1

Please outline when you anticipate commencing taking benefit from the RATS (please tick).

☐ 0 to 3 yrs ☐ 3 to 5 yrs ☐ 5 to 10 yrs ☐ 10 yrs +

Indicate age at anticipated benefit date

Anticipated retirement income:

Notes

4.3 ANTICIPATED RETIREMENT DATE – MEMBER 2

Please outline when you anticipate commencing taking benefit from the RATS (please tick).

☐ 0 to 3 yrs ☐ 3 to 5 yrs ☐ 5 to 10 yrs ☐ 10 yrs +

Indicate age at anticipated benefit date

Anticipated retirement income:

Notes

4.4 NOMINATED INVESTMENT MANAGER

Please outline details of your nominated investment manager

Name

Company

Telephone

Email

Address

Please outline your requirements for the trustee to consider

SECTION 5. FEES AND CHARGES

5.1. RATS SET UP FEE

£250.00

5.2. RATS ANNUAL ADMINISTRATION FEE

0.75% of scheme assets p.a. subject to a minimum of **£250** and a maximum of **£2,000**. This is chargeable at outset upon setting up the scheme, then at the scheme anniversary date each year.

5.3. INVESTMENT MANAGEMENT

In accordance with third party investment manager/investment.

Note: A discretionary investment manager will charge an annual management fee typically between **1%** and **1.5%** of fund value.

5.4. FINANCIAL ADVISER FEES

If you are associated with a financial adviser and have indicated that a fee should be paid to them from the RATS under Section 2.2 of this application form, the Trustee will arrange payment of these fees from your RATS.

5.5. ADDITIONAL FEES

Annual Fees

Fee per additional member	£250 p.a.
Fee for the payment and reporting of tax under the "ETI Scheme" to Guernsey Income Tax	£150 p.a.
Fee for monitoring of Loan Facility including preparation of Loan interest invoices	£150 p.a.
Fee for administration of non-standard assets*	£500 p.a.

*Companies, Property, Land, Private Shares, Non-standard Investments

One Off Fees

Fee for arranging a lump sum benefit payment	£200
Fee for preparing and processing a loan from a members fund	£300

Member Suggested Investments

Where a member makes a suggested investments which are deemed outside of the Trustees general understanding of investments an indemnity will be required. The preparation of such an indemnity will incur a one off fee.

£250

5.6. TRANSFER OF SCHEME ADMINISTRATION / TERMINATION

£500 Collected upon exiting the Scheme due to a transfer to another Trustee or the termination (winding up) of the RATS.

5.7. LEGAL

The Trustees shall be entitled to recover all reasonable expenses incurred in the administration of the RATS from its assets, including any legal costs incurred. As set out in the deed, this may include legal counsel concerning any matter arising under the RATS or on any matter in any way relating to the assets of the RATS or the duties of the Trustee in connection with the RATS.

5.8. SPECIAL REQUEST FEES

The Trustee reserves the right to charge for exceptional items or work undertaken at the Member's request.

5.9. DISBURSEMENTS

The Member acknowledges that GPML is able to recoup any third party expenses incurred in administering the RATS, as billed directly, from the RATS.

5.10. PAYMENT OF RATS FEES AND NOTES

- All fees are normally paid directly from the RATS. The fee is chargeable in advance at the outset, then based on the value of your RATS on or around the RATS anniversary. All fees are non-refundable.
- In addition to the above, securities safekeeping and transaction charges may be charged to the RATS by any custodian employed, including a subsidiary associated with the Trustee.
- The minimum and maximum charges can be subject to change i.e to allow for inflation and these changes would be put in writing to you prior to any alteration.
- Fees are due on the anniversary of a scheme and GPML reserve the right to charge interest at **1%** per month on sums outstanding beyond that time until full settlement has been made. Where a RATS holds sufficient funds to meet the annual fees, collections will be made automatically from RATS funds unless an alternative written instruction is provided to the Trustee in advance of the collection.
- GPML reserves the right to share its fee with any third party, including the introducers of new business, at its sole discretion.

SECTION 6. BENEFICIARY NOMINATIONS AFTER MEMBER'S DEATH

I hereby designate the following person(s) as beneficiary/ies to whom all monies due to me shall be paid.

Note: Where joint applications are husband and wife then it would be normal that on the demise of the first of them, any residual value from their individual entitlement to be left in its entirety to the surviving spouse. If this is not the case then this should be clearly detailed below.

MEMBER 1	MEMBER 2
i. Full Name	i. Full Name
Address	Address
Relationship	Relationship
Share (%)	Share (%)
ii. Full Name	ii. Full Name
Address	Address
Relationship	Relationship
Share (%)	Share (%)
iii. Full Name	iii. Full Name
Address	Address
Relationship	Relationship
Share (%)	Share (%)
iv. Full Name	iv. Full Name
Address	Address
Relationship	Relationship
Share (%)	Share (%)

Should you wish to include further beneficiaries, please attach an additional page. If a designated beneficiary does not survive the other beneficiaries, that share shall be distributed in equal parts to the other beneficiaries. If none of the beneficiaries survives the Member, the total amount shall be paid to the Member's estate or as indicated in the Scheme rules.

SECTION 7. CLIENT DUE DILIGENCE

As part of GPML's client due diligence procedures certified copies of the Member's passport and a utility bill verifying their address are required.

Please complete either the below instructions or a Client Verification Form (copy available on request).

7.1 CERTIFIED COPY PASSPORT

Please provide an original certified copy of your passport. The copy must be certified by a Suitable Certifier (as detailed in 7.5) and Suitable Certification Wording for a Passport (as detailed in 7.3) must be used.

7.2 ADDRESS VERIFICATION

Please provide a utility bill to verify your address. This must be no more than three months old and must be either an original utility bill or a copy of an original certified by a Suitable Certifier (as detailed in 7.5) and Suitable Certification Wording (as detailed in 7.4) must be used.

7.3 SUITABLE CERTIFICATION WORDING FOR A PASSPORT

"I certify this to be a True Copy of the original document, which I have seen, and that the photograph shown is a true likeness of the person named therein."

7.4 SUITABLE CERTIFICATION WORDING FOR A UTILITY BILL

"I certify this to be a True Copy of the original document, which I have seen."

7.5 SUITABLE CERTIFIERS

- ◆ Officials from Regulated Financial Businesses in Guernsey.
- ◆ A Director or Officer from financial institutions regulated in equivalent jurisdictions to Guernsey.
- ◆ The embassy, consulate, or high commission of the country of issue of documentary evidence of identity.
- ◆ A member of the judiciary, a senior civil servant, or a serving police or customs officer from an Equivalent Jurisdiction.
- ◆ A lawyer or notary public who is a member of a recognised professional body.
- ◆ An actuary who is a member of a recognised professional body.
- ◆ An accountant who is a member of a recognised professional body.
- ◆ A member of the Institute of Chartered Secretaries and Administrators.

The Certifier must sign and date their copy, printing his/her name and position below their signature as well as their full contact details. Where available a company stamp should also be applied.

SECTION 8. DECLARATIONS

SECTION 8.1 MEMBER DECLARATION

References to the singular will include the plural as relevant and vice versa.

Applicant/Member: Applicant will also mean Member and vice versa. Member will mean Applicant or any subsequent member to the RATS.

I, the Member make application for a Bespoke RATS, a Retirement Annuity Trust Scheme ("RATS" or "Trust") which is a trust normally approved under section 157A (4) of the Income Tax (Guernsey) Law, 1975 ("The Law"), as amended, to provide benefits/fund annuities for its members.

Important Notice: I, the Member understand that the lifespan of a Member of a RATS, and the investment performance of the assets held in a RATS, are impossible to predict. As a result, once a Member has started to draw down benefits from the RATS and depending on the level of benefits paid, the assets may be exhausted before the death of the Member.

I confirm to you as Trustee of the RATS, that I have been advised by you to take independent financial, legal and taxation advice on the proposed transfer to the RATS and that I have made such enquiries and taken such financial, legal and taxation and other advice as I consider necessary, if any, concerning all possible implications concerning the proposed transfer and your trusteeship of the RATS. I acknowledge that you have not given me any financial, tax or investment advice concerning the proposed transfer or the implications of the proposed transfer on my circumstances or on the circumstances of any other person likely to be affiliated with or benefiting from the RATS.

In transferring out of my existing pension scheme(s), if any, I understand and accept that I may be giving up any guarantees, protected rights and benefits associated with the scheme(s) and I am satisfied that I have obtained appropriate advice in respect of my proposed transfer(s).

I shall take full responsibility for making all and any reports necessary in respect of any tax liabilities emanating from the proposed transfer(s) and/or contributions to the RATS and subsequent benefits from the RATS.

I confirm that the contribution(s)/transfer(s) made to the RATS do not represent the proceeds of criminal activity. I confirm that I will declare the source and origin of any contribution(s)/transfer(s) to the RATS to GPML prior to their receipt. I understand that if no declaration is forthcoming, GPML will decline such contribution(s)/transfer(s) being accepted into the RATS.

I understand that:

- ◆ No Trustee shall be responsible, chargeable or liable in any manner whatsoever for or in respect of any loss of or any depreciation or default upon any of the investments or the assets of the RATS;
- ◆ No Trustee shall incur any personal liability whatsoever except arising from the Trustee's fraud wilful misconduct or gross negligence.

I therefore indemnify GPML as (Trustee and administrator) on a full indemnity basis against all expenses damages actions suits proceedings liability demands costs and/or outgoings of whatsoever nature and howsoever incurred.

I confirm that I have read a copy of GPML's Terms & Conditions and RATS Literature for Retirement Annuity Trust Scheme and Privacy Notice as Appendices to this Application Form. I agree with the contents therein including the provisions in the Privacy Notice with respect to holding my Personal Data. In addition, I have carefully read this form and the appendices prior to completion. I have also read and understood Section 5 detailing the RATS' fees and charges.

I declare that the above particulars are true and correct to the best of my knowledge and belief and I am responsible for the accuracy of the information submitted.

Member 1 Signature

Print Member's Name

Date

Member 2 Signature

Print Member's Name

Date

SECTION 8.2 FINANCIAL ADVISER DECLARATION

I, the adviser detailed in Section 2.1, confirm that:

- ◆ I have provided appropriate advice regarding the suitability of the Members' proposed transfer to the RATS.
- ◆ I am suitably qualified to provide this advice and meet the license and regulatory requirements of the jurisdiction in which the advice is being provided.
- ◆ All fees and charges relating to my advice have been disclosed to the Member including any fees and charges for any underlying structures and investments.
- ◆ Where a transfer is from a scheme with any form of guarantee, protected rights or defined benefits I have undertaken an appropriate analysis and the Member has been advised of any guarantees, protected rights or defined benefits that will be lost as part of the proposed transfer to the RATS.

Signed

Print Adviser name

Firm

Date

1. INTRODUCTION

References to the singular will include the plural as relevant and vice versa.

Applicant/Member: Applicant will also mean Member and vice versa. Member will mean Applicant or any subsequent member to the RATS.

Applications for Bespoke RATS ("the RATS") is for a Retirement Annuity Trust Scheme that is an approved Defined Contribution Retirement Benefit Plan established by way of an irrevocable Trust Deed. Approval will be under the provisions of subsection (4) of Section 157A of the Income Tax (Guernsey) Law 1975, as amended and/or any other applicable sections. Guernsey Income Tax approved reference available on request.

The RATS will be administered by Gower Pensions Management Limited ("GPML" or "Trustee"), a Guernsey company which is regulated and licensed by the Guernsey Financial Services Commission, in accordance with The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2000. GPML act as Trustee to the RATS.

2. TRUSTEES' ROLE

RATS Approval and Practice Notes

GPML will act in a manner so as to maintain Guernsey Income Tax Approval of the RATS as applicable.

GPML will act in accordance with the Code of Practice/Practice Notes as issued by the Guernsey Director of Income Tax as relevant and as guided by the Guernsey Income Tax. See States of Guernsey website www.gov.gg for latest Practice Notes.

3. SERVICES

GPML are the Trustee and administrators of the scheme and provide services for the establishment and running of Retirement Annuity Trust Schemes ("RATS") and pension solutions. In respect to the RATS, the following services are provided by GPML:

- ◆ Trustee to the RATS.
- ◆ The setting up of and establishment of a Member's retirement annuity trust scheme.
- ◆ Liaison with The Guernsey Director of Income Tax in the establishment and approval of the retirement annuity trust scheme.
- ◆ Setting up administration records.
- ◆ Receipt of contributions/transfer(s) into and payments/transfer(s) out of the RATS.
- ◆ Implementing appropriate investments for the RATS.
- ◆ Reporting to Guernsey Income Tax Authority and Member as appropriate.
- ◆ Preparation of annual unaudited trust accounts for submission to Guernsey Income Tax and the Member.
- ◆ Creation and maintenance of banking facilities.
- ◆ Settlement and payment of benefits and reviewing those levels of benefit as appropriate.
- ◆ Settlement and payment of Guernsey Income Tax **ETI scheme** as applicable.

- ◆ Administering the RATS in line with its obligations as a regulated fiduciary and its financial regulations including AML/CFT regulations.
- ◆ Such other services as may from time to time be necessary to efficiently administer the RATS and comply with any regulatory or other requirements to maintain appropriate approvals, exemptions and/or acceptances.

Performance of Services

GPML will act in good faith and will endeavour to provide the Services promptly and with due care and attention. GPML will look into any complaint carefully and promptly and will do all it can to explain the position to the Member. If it is found that GPML have given the Member a less than satisfactory service GPML will undertake to do everything reasonable to put it right. If a complaint is received GPML undertake to acknowledge the complaint within 3 to 5 working days. GPML will endeavor to provide a full written response within 30 working days. If it is not possible to provide a full written reply within 30 working days, GPML undertake to inform the complainant that the situation is being reviewed and endeavor to keep the Member informed and/or provide an indication as to when GPML will provide a full written reply. GPML has 90 days to resolve a complaint before its regulatory obligations require GPML to report it to the Guernsey Financial Services Commission, though GPML may choose to inform them earlier at its discretion. A complaint is deemed to be settled when a full reply has been sent to the complainant and no response has been received after a period of 30 days has elapsed from the date on which the reply was dispatched or if the complainant has confirmed that they are satisfied with the settlement and consider the complaint to be rectified. Should the complainant believe that their complaint is not being addressed by GPML or resolved to their satisfaction then they may choose to notify the Guernsey Financial Services Commission directly.

Member's Obligations

The Member will;

- i. not cause GPML to do anything which is unlawful,
- ii. not cause the transfer to the Retirement Annuity Trust Scheme of any funds or assets directly or indirectly deriving from a crime committed in any jurisdiction,
- iii. not transfer or try to transfer any interest in any Retirement Annuity Trust Scheme administered by GPML and/or assign or otherwise deal in any beneficial interest in a Retirement Annuity Trust Scheme administered by GPML without prior notification to GPML and compliance by all parties concerned with GPML's requirements in connection with such transfer.
- iv. make full and accurate disclosure to any relevant tax authorities and make any ensuing payments of tax.

4. PLAN MEMBERSHIP & ELIGIBILITY

The RATS is open to anyone over 18 years of age and under the age of 75 years in line with the Guernsey Income Tax parameters.

Membership to the RATS is subject to GPML's approval, following receipt of an appropriately supplied Application Form, signed Deed and supporting documentation as prescribed by GPML from time to time. This includes evidence of identity, residential address, source of funds and also may include evidence on health and/or marital status.

5. PLAN CONTRIBUTIONS AND TRANSFERS IN

Transfers are accepted into the RATS in accordance with Guernsey Income Tax practices and at the discretion of GPML.

Prior to any transfer/contribution GPML recommends that the Member seeks independent advice with regard to the consequences of effecting the transfer/contribution and any benefits, guarantees, or bonuses that may have been applicable in the previous scheme which may be lost on transfer. There are times when a transfer into the RATS requires an independent suitability report to be prepared and GPML reserves the right to obtain a copy of any such report prepared by a financial adviser prior to accepting any transfer into the RATS.

Members who are already receiving benefits (lump sum or drawdown) from an existing scheme, may transfer into the RATS, this may impact on the proportion of future benefits that are available from the RATS. An annuity already purchased from a life insurance company can not normally be transferred to the RATS.

GPML may decline a Member to transfer or contribution. GPML reserve the right to decide that the transfer scheme is imposing conditions on the transfer assets that GPML are unable to meet or are administratively burdensome or onerous.

In-specie transfers may be accepted, but will be at the discretion of GPML. Prior approval will normally be required, which may include providing supporting literature and/or advice, before any transfer and additional charges may be incurred.

6. INVESTMENT OBJECTIVE AND PERFORMANCE VIABILITY

Prior to establishing a RATS, GPML recommends that the Member is satisfied that Contributions and Transfers into the RATS will be of an appropriate size in order to be cost effective in relation to the administration costs, intermediary costs, investment management costs and any other adviser costs that may be applicable.

Investment Objective and Performance

The investment objective must be to provide benefits throughout the Member's retirement. Consideration will need to be given to cash flow requirements, particularly prior to the payment of benefits. This may preclude holding certain illiquid assets or liquidating assets at certain times when benefits are being taken or about to be taken.

Investment of Assets

This will be as permitted within the parameters set out by Guernsey Income Tax practices or as approved by Guernsey Income Tax and allowable under the Trust Deed. GPML reserve the right to decline an investment or percentage allocation which in its view is not appropriate for a retirement trust at its absolute discretion. Investment will normally be via an investment platform and third party charges may apply. Direct investments may incur an additional charge dependent on complexity; custodianship; and administration time. GPML reserves the right, at its discretion, for an asset to be held via a corporate structure (i.e. property) and the costs associated to run that corporate structure to be met by the RATS.

7. BENEFITS

Benefit payments will typically be paid net of any Guernsey tax deductions unless otherwise instructed by the Guernsey Income Tax Authority. It is the responsibility of the Member or their beneficiaries to disclose to the Guernsey Income Tax Authority or any other relevant tax authority, the receipt of any benefits received by them from the RATS. Unless expressly agreed, GPML will not be involved in, or responsible for, the Member's or their beneficiaries' tax affairs relating to the RATS.

OPTIONS AVAILABLE AT RETIREMENT

– See Appendix ii – RATS Literature

Notification

The Member should notify GPML in writing at least 3 months before their selected retirement date.

Death Benefits / Termination & winding-up of plan

On receipt of proof of the Member's death, GPML will act in accordance with the death benefit provisions for the RATS. See Appendix ii RATS Literature.

When considering any payments GPML will be guided by the Member's wishes as per the Application Form or superseded request (Letter of Wishes) received in writing, subject to GPML's discretion.

8. RISK FACTORS

The value of the benefits that a Member may receive when they retire is not guaranteed. It will depend on a number of factors, for example the performance of the Member's chosen investments, the amount of contributions or transfers, the age at which benefits are taken and future annuity and drawdown rates. In particular:

- ◆ Some investments carry a higher level of risk than others and the value of the RATS could be lower than the total amount invested.
- ◆ Investments into stock markets and/or exchanges and investments linked to these fluctuate in value, as does any income derived from them. Past performance is not a reliable indicator of future returns.
- ◆ Inflation could reduce purchasing power of the RATS.
- ◆ The basis and amount of tax benefits could change in the future.
- ◆ Governments and/or the laws and/or the policies of Guernsey, and/or another relevant jurisdiction relating to pensions and retirement benefit could change in the future. This may affect the benefits that a Member may take from the RATS at retirement age.

9. CURRENCY

Base currency for all Members' Funds will normally be in sterling.

10. TERMINATION / WINDING UP OF STRUCTURE

This agreement will be terminated and structure wound-up as applicable by either:

- ◆ The last payment of the provision of benefits (Retirement Benefit; Death Benefit etc.) which have run their course and no residual value relating to the Member is held within the RATS.
- ◆ The transfer out of funds to another corresponding scheme. A Member may only transfer their RATS to a suitably approved / accepted scheme and this is subject to GPML's discretion.

11. REPORTING

Trustee Reporting

GPML will report to the Guernsey Income Tax to comply with its obligations and/or as requested from time to time.

Member Reporting

GPML will prepare and submit Financial Accounts for the end of each calendar year to you as the member(s) and to Guernsey Income Tax within six months of the end of the scheme year end, being 31st December.

12. CHARGES

The charges of the RATS are set out in the Application Form or if varied, as agreed between GPML and the Member in writing; a copy of which the Member acknowledges has been supplied to them.

GPML reserves the right to review its fees and charges from time to time but no more than once annually.

13. ADVICE

GPML does not offer advice whether financial, legal or tax and nothing provided to the Member whether verbally or in writing whatsoever should be construed as financial, legal or tax advice. Members are recommended to obtain appropriate advice (tax, legal and financial) prior to proceeding with a RATS. The Member holds GPML harmless against any advice sought and the consequences of them not seeking advice.

GPML relies on the Member's adviser to guide them on the suitability of the retirement solution for them both on establishment and in the future.

14. CONFIDENTIALITY AND DATA PROTECTION

All information provided to GPML will be treated as strictly private and confidential, unless obliged to be disclosed by law.

For the purposes of The Data Protection (Bailiwick of Guernsey) Law, 2017, the data controller in relation to any personal data supplied is GPML.

Information from a Member may be processed, for the purposes of administration by GPML, by third parties who are appointed to provide services to GPML and by the Member's professional adviser. Such processing may involve the transfer of data out of Guernsey.

The Member consents for GPML (or any of its delegated third parties) to share data relating to the Member and the RATS, with any appointed professional adviser by the Member as per the Application Form or by notice from the Member from time to time. Appendix 3 provides you with a copy of our Privacy Notice.

15. GOVERNING LAW

This document shall be construed in accordance with the Laws of the Island of Guernsey and the parties submit to the exclusive jurisdiction of the Island of Guernsey Courts. If there is a conflict or inconsistency between the Application Form, this Terms and Conditions, and the Trust Deed, the Trust Deed will prevail in accordance with the law and practice notes.

16. OTHER INFORMATION

GPML have the right to make any amendment to these Terms & Conditions in order to comply with a change of applicable law or regulation and best practice.

Please note that all information in this document regarding contribution or transfers to the RATS, benefits payments or transfers made from the RATS, the Member's tax position and otherwise is subject to any change in the laws of Guernsey, and other relevant jurisdiction from time to time. Any such change in the laws may have retrospective effect.

Gower Pensions Management Limited registration number is 46231 and its registered office at Suite E3, Sarnia House, East Building, Le Truchot, St Peter Port, Guernsey.

This document is based on GPML's current understanding and interpretation, as at May 2018.

17. COMPLAINT HANDLING

If you have cause to complain about the services or product/s received, then please contact Gower, in writing or by email (details below). We will be able to provide you with details of our complaints' procedure upon enquiry. Should you remain dissatisfied, once you have exhausted Gower's complaints procedure, you may have recourse to approach the Channel Islands Financial Ombudsman Service ("CIFO") directly. Details of the CIFO will be provided to you as per our complaints procedure.

Furthermore, should your complaint remain unresolved after a period of three months from the initial date of notification, it is our responsibility to inform the GFSC of your complaint, details of which can be provided upon request.

Address: Gower Pensions Management Limited, PO Box 129, Suite E3, Sarnia House, East Building, Le Truchot, St Peter Port, Guernsey, GY1 4EH - Tel: 01481 700200
Email: Scott.Rowe@gowerpensions.com

INTRODUCTION

In today's changing world people now require far greater flexibility in their retirement structures. Many more astute investors are using alternatives to traditional insurance company products, one such alternative being the Retirement Annuity Trust Scheme (RATS).

To be eligible to join an approved RATS, an individual must be resident in Guernsey and the **Director** of Income Tax will, in the case of a new resident wish to be satisfied that he/she has taken sufficient steps to indicate his/her intention. Broadly speaking, this means that the Member must have either been:

- ◆ Physically present in Guernsey for 182 days or more in the year of charge; or
- ◆ Present for 92 days or more, having maintained accommodation in the island for that period; or
- ◆ Present in the island at any time with the intention of setting up a dwelling place and actually doing so in that year or the following year.

It is appreciated that some people may wish to effect a RATS before their residence status has been finalised. For this purpose the **Director** will accept the purchase of property or the renting of premises on a long lease as sufficient evidence of intent, but he will not accept temporary accommodation address or a hotel room, for example.

These notes are intended to provide information in respect of Retirement Annuity Trust Schemes ("RATS"). The following is a summary and our interpretation of the key points of the Practice Notes for Guernsey residents relating to RATS as provided by the States of Guernsey Income Tax. Full details are available from the Guernsey Income Tax website: <http://www.gov.gg/taxationonpensions>.

RETIREMENT ANNUITY TRUST SCHEME (RATS)

For the purposes of this document a Retirement Annuity Trust Scheme is normally a trust approved under section 157A (4) of the Income Tax (Guernsey) Law, 1975 ("The Law"), to provide annuities for its members. A trust is eligible provided that it is established:

- ◆ under the laws of the United Kingdom or Guernsey and is administered in either of those territories;
- ◆ for the purposes of providing retirement annuities for individuals and their families and dependents; and
- ◆ under irrevocable trusts.

Approval is also subject to the conditions contained in Sections 157A (2) and (3) of the Income Tax (Guernsey) Law, 1975. These include for instance limits on the ages between which the annuity may be taken and rules conveying spouse and dependent's pensions. The **Director** of Income Tax ('the Director') may also place other conditions on the Scheme as he thinks fit in appropriate cases.

INDEPENDENT TRUSTEE

In accordance with the Practice Notes, Gower Pensions Management Limited ("GPML") will be an independent Corporate Trustee of the RATS.

CONTRIBUTIONS / INWARD TRANSFERS

Contributions / Inward Transfers will be in line with the Guernsey Income Tax parameters, limits and practices as may be amended from time to time. An outline of limits and practices is included in the appropriate application section for Contributions and Transfers including reference to "carry forward provisions". For full details on practices and current limits you may refer to Guernsey Income Tax: <http://www.gov.gg/taxationonpensions>.

OUTWARD TRANSFERS

Outward transfer payments may be made, provided they are allowed by Section 157C of the Law.

INVESTMENT OF THE FUND

The investment(s) selected for the RATS should be appropriate for a pension fund and have regard to the cashflow requirements needed to make the annuity (benefit) payments.

The following are indications of possible suitable investments for the fund:

- ◆ Equity investment in any company quoted on a recognised stock exchange.
- ◆ Equity investment in companies not quoted on a recognised stock exchange. Where any member of the scheme holds, together with relatives or any other member, more than 15% of the issued share capital of the company (not more than 10% of the total fund value shall be invested in the company).
- ◆ Any other investments marketed by a generally recognised financial institution.
- ◆ Loans to members may be made by the Trustees, provided that:
 - i. The total amount advanced at any time does not exceed 30% of the fund value.

Interest is charged on a commercial basis. Such interest must actually be paid by the member at least annually, and for these purposes, "commercial basis" means interest should be charged on the loan at a rate no lower than that obtainable on a similar amount deposited with, and no higher than that payable on a similar amount borrowed from, a financial institution.
 - ii. The Trustees should ensure that they hold sufficient security for the loan, to enable them to enforce repayment at any time.
 - iii. The loan must be repaid before benefits commence to be paid in respect of the member for whom the loan was made.
- ◆ Purchase of property, let on a commercial basis. This may include property occupied by a member, their relatives or connected companies, provided that a properly valued commercial rent is paid. Property should be wholly owned by the Trustees; part ownership is not permitted.

ACCOUNTS

The **Director** will ask to see accounts or financial statements annually.

BENEFITS

It is important to note that the lifespan of a member of a RATS, and the investment performance of the assets held in a RATS, are impossible to predict. As a result, once a member has started to drawdown benefits from the RATS and depending on the level of benefits paid, the assets may be exhausted before the death of the member.

A member may elect to commence benefits at any time from age 50, or at an earlier age if due to incapacity or where the **Director** has agreed an earlier age due to the individual's occupation. However, commencement of benefits may not be deferred beyond age 75.

Following commencement of benefits an annuity must be taken. It is not, however, necessary to purchase an annuity from an insurance company and a regular drawdown may be paid out of the fund itself.

A quotation should be obtained either from an Actuary or from a recognised insurance company. In obtaining such a quotation, the annuity may allow

for no increases or for annual increases of a fixed rate of up to 5% per annum, or in line with inflation as measured by any recognised index in Guernsey or the UK or in any other Crown Dependency i.e. Jersey or the Isle of Man. A contingent spouse's annuity not greater than the annuity being paid already may be provided for if required by the member. The quotation may take account of any reduced expectation of life for a member in poor health, but it is not compulsory to do so. The level of income drawdown should not normally exceed the quotation obtained but may be less if the member so requests and if the prior agreement of the **Director** has been obtained. It should not normally be the intention to pay a low rate of annuity so as to leave a substantial fund for a member's beneficiaries on his/her death – see paragraph "Termination of the Scheme" below.

The terms and conditions of such annuity payments or income drawdowns may be reviewed at appropriate intervals – typically every three years.

A lump sum, part of which may be tax free, may also be taken. The annuity does not need to commence when the lump sum is taken, but must commence before age 75.

The Trustees will be required to deduct tax in accordance with the **ETI scheme** upon any annuity payments or income drawdowns made.

OPTIONS AT COMMENCEMENT OF BENEFITS

Where the fund value is **Trivial in Amount** or retirement is due to **Serious ill-health** the entire fund value may be paid as a lump sum. This generally applies to schemes of less than £30,000.

It is permissible to commute a fund value which is **Trivial in Amount** at any age. The lump sum is taxable at the standard rate (currently 20%) if commutation occurs before age 50 and at half the standard rate if commutation occurs on or after age 50.

On retirement in circumstances, other than on triviality or Serious ill-health, above, a member may commute up to 30% of their fund value for a lump sum. Lump sums in excess of a specific limit are subject to income tax. In assessing the taxable element of a lump sum, the lump sum benefits (excluding **Serious ill-health** lump sums, trivial commutation lump sums and

lump sums paid in respect of overseas transfer in) paid since 1st January 1998 from all **Approved schemes** and **Approved Occupational Pension Schemes** must be aggregated. The maximum tax-free lump sum limit is reviewed annually. The most current limits are obtainable from Guernsey Income Tax.

A lump sum can be paid at the same time or before or after a member commences annuity payments and a member may elect to receive his lump sum in any number of tranches.

DEATH BENEFITS

Death before Commencement of benefits

The following benefits may be provided:-

- ◆ a lump sum of up to the amount of the member's fund value at the date of death; plus
- ◆ an annuity payable to the member's spouse, children or **Dependants** derived from the member's remaining fund value.

Death after Commencement of Benefits

The following benefits may be provided:-

- ◆ An annuity (depending upon the personalised terms) or regular drawdown payable to the member's spouse, children (under the age of 18) or **Dependants** with the aggregate of such pensions not exceeding 100% of the pension which could have been provided for the member had they not commuted any annuity for a lump sum.

TERMINATION OF THE SCHEME

If there is a fund left after all annuitants' entitlements have been met this may be distributed as required by the Trust Document, or at the discretion of the Trustees. However, it should be noted that if distributions are made other than in the form of an annuity under the scheme, an income tax charge will arise at the standard rate of 20% on the remaining funds held within the scheme. Where amounts are paid in the form of an annuity the payments will be taxable according to the personal circumstances of the recipient.

SOME USEFUL DEFINITIONS

Director: The Director of Income Tax

Dependants: An individual who is dependent for the Ordinary necessities of life upon a member of an Approved Scheme

Taxable Income: Any income arising from employment, savings, rental income and investment income.

Ordinary Contribution: A periodic contribution fixed in amount or calculated on some definite basis by reference to the earnings or contributions of the members of the scheme, or to the number of such members, or in the case of a body corporate, a periodic contribution consisting of a share of the profits arising to that body from the business in connection with which the scheme is established and computed according to a formula approved by the **Director**.

ETI Scheme: Employees Tax Instalment Scheme as operated by the States of Guernsey Income Tax

Trivial in amount: A fund value of less than £15,000. A fund value of greater than £15,000 may be deemed trivial in amount for a member age 50 or over if the aggregate of the member's fund Values (including any previously commuted amounts) from all schemes approved under Section 150 or Section 157A of the Law is less than £30,000.

Serious ill-health: A member will be deemed to be in serious ill-health if the scheme's trustees have received evidence from a registered medical practitioner that the life expectancy of the member is less than a year.

Approved Schemes: A retirement annuity scheme or a retirement annuity trust scheme approved by the **Director** under Section 157A of the Law.

Approved Occupational Pension Schemes: A pension scheme or part of a pension scheme approved by the **Director** in accordance with Section 150 of the Law including a statutory scheme and any scheme authorized by Resolution of the States of Guernsey.

PURPOSE OF THIS DOCUMENT AND DISCLAIMER

This document is designed as a general aid to understanding RATS and the potential benefits of these structures. Gower Pensions Management Limited is not responsible for the accuracy of its content particularly as the practice notes governing RATS change from time to time.

Gower Pensions Management Limited does not provide financial, investment, tax or legal advice and recommends that a Member and/or member should obtain professional advice and that this document should not be used as a substitute for professional advice.

Gower Pensions Management Limited is licensed by The Guernsey Financial Services Commission.

The company registration number is 46231 and its registered office at Suite E3, Sarnia House, East Building, Le Truchot, St Peter Port, Guernsey.

GOWER PENSIONS MANAGEMENT LIMITED ("GOWER") AND THE DATA PROTECTION (BAILIWICK OF GUERNSEY) LAW, 2017

INTRODUCTION

The General Data Protection Regulation is European Union legislation which came into force for European Member States on 25th May 2018. Not being a European Member State, the legislation does not apply to Guernsey.

However, in order to maintain equivalency with both the UK and the European Member States the Bailiwick has implemented equivalent legislation; The Data Protection (Bailiwick of Guernsey) Law, 2017 ("the Law") which came into force on 25th May 2018.

Therefore ensuring that the Bailiwick has appropriate rights and maintains its 'adequacy' status with the European Commission (protecting the free flow of data to the Islands).

This Law has enhanced Data Protection and now affords a greater clarity, and security, with regards to rights and responsibilities.

Definitions:

Personal Data - Any information relating to an identified or identifiable individual.

Special Category Data - Personal data revealing an Individual's racial or ethnic origin, political opinion, religious or philosophical belief, trade union membership, genetic data, biometric data, health data, data concerning an individual's sex life or orientation, criminal data.

Data Subject - An identified or identifiable individual to whom personal data relates

Data Controller - A person (individual or legal) that determines the purposes and means of the processing of any personal data.

Data Processor - An individual or other person that processes personal data on behalf of a controller and includes a secondary processor (another processor engaged by the primary processor).

WARNING

This privacy notice is only meant for those who have entered into Terms of Business with Gower. If you have not, then please find the Public Privacy Notice on Gower's website: www.gowerpensions.com

PURPOSE OF THIS DOCUMENT

Under the new Law Gower is required to inform Data Subjects of their statutory rights and provide them with a range of related information.

Therefore, the aim of this Privacy Notice is to ensure that all current Clients and Relevant Third Parties*; all of whom have entered into Terms of Business with Gower have knowledge of the relevant rights and responsibilities due to, and from, Gower concerning Personal Data and the Data Subject.

*Relevant Third Parties mean any individual who has provided their Personal Data to Gower and signed Terms but are not considered a Client. For example Service Providers.

GOWER'S PROMISE

Gower is dedicated to protecting the security and privacy of your Personal Data. To do this, Gower will adhere to the following Principles when processing your Data:

- ◆ Lawfulness, Fairness and Transparency;
- ◆ Purpose Limitation;
- ◆ Minimisation;
- ◆ Accuracy;
- ◆ Storage Limitation;
- ◆ Integrity and Confidentiality;
- ◆ Accountability.

1. WHAT IS THE PURPOSE AND LEGAL BASIS FOR PROCESSING?

The purpose and legal basis of processing your Personal Data is that it is necessary for the performance of a contract drawn between Gower and you, the Data Subject.

2. WHAT IS THE LEGITIMATE INTEREST OF GOWER PROCESSING MY PERSONAL DATA?

Gower's interest in collecting and processing Personal Data is to safeguard that any services provided are suitable and appropriate.

Gower will also need to collect your Personal Data to comply with certain Regulatory Obligations.

3. WHO IS RESPONSIBLE FOR MY PERSONAL DATA?

Whilst this notice refers to Gower as an entity, those who are ultimately responsible for its actions are the Board of Directors; whom should be considered responsible for the collection and processing of your Personal Data.

4. WHAT INFORMATION WILL BE COLLECTED?

Gower will collect Personal Data from you and from third parties (anyone acting on your behalf, for example, existing product providers, employers, Power of attorney, Guardians, etc.). Gower will NOT hold or accept Personal Data of an individual without first making them aware of this Privacy Notice.

5. CATEGORIES OF PERSONAL INFORMATION

What is Personal Data?

This is information through which you, as an individual, can be easily identified: such as your name, address and date of birth. This and other Personal Data will either be requested via the Application Forms or will be specifically asked for.

Gower will only collect such information that is needed in order to provide a suitable and appropriate service.

Personal Data records will typically comprise, but not be limited to, hard copy documents, scanned documents, financial information and email communications.

6. WHAT IS SPECIAL CATEGORY DATA?

Special Category Data refers to Personal Data which is recognised as more sensitive, and is therefore given higher levels of protection. This can include health information, race and ethnic origin, sexual orientation etc.).

7. WILL GOWER COLLECT ANY SPECIAL CATEGORY DATA?

Gower will not request Special Category Data as a matter of course.

Should Special Category Data be needed in order to provide ongoing services, Gower will request your explicit consent. You may withdraw this consent at any time by writing to the Gower Representative (See Section 15).

8. WILL YOU USE MY DATA TO MARKET PRODUCTS TO ME?

No. For Clients of Gower, you will have an ongoing servicing arrangement under the Terms of Business. Therefore, all contact will be in relation to the product you already have and services available to you in the scope of the Terms of Business.

For other relevant parties, your Personal Data will only be used to contact you in relation to the contractual relationship.

9. WILL GOWER PASS ON MY INFORMATION?

For Clients, Gower may need to disclose your Personal Data to third parties (e.g. product/service providers) in order to process your application and provide an ongoing service.

Gower may also be required to disclose your Personal Data to statutory authorities wherever located in the world, such as: financial and other regulators, tax authorities and the police or other law enforcement agencies.

Any disclosure will be limited to the extent as may be required for Gower to comply with applicable law, regulation, regulatory code, rule or official guidance.

10. WILL MY INFORMATION BE TRANSFERRED TO AN UNAUTHORISED JURISDICTION?

Gower will never transfer your Personal Data to an unauthorised jurisdiction¹. The exception to this rule being, you as the Data Subject have the Right to request that your Personal Data is sent to another Data Controller in an Unauthorised Jurisdiction.

¹An Unauthorised Jurisdiction being somewhere outside of the Bailiwick and or the EU.

11. HOW LONG WILL MY INFORMATION BE KEPT?

Gower's legal basis for handling your data is contractual; therefore your data will be kept for the duration of the contract (i.e. your relationship with Gower).

Gower does have a Regulatory duty to hold Client's Personal Data for a minimum of six years from the end of your relationship with Gower.

Gower reserves the right to retain your Personal Data beyond this minimum requirement where it is deemed reasonable (unless instructed otherwise by you as the Data Subject).

12. IS MY INFORMATION SECURE?

As a Data Subject, your Personal Data will be held both physically and digitally.

All data that is held in a physical form (letters, files, application forms, etc.) is either held securely at Gower's office or at locally based archivist.

In respect of information held electronically, Gower has security systems to ensure that all Personal Data is protected from cyber based risks. As a demonstration of this, Gower has achieved the Cyber Essentials Certificate accredited by IASME. For more information please contact Gower's Data Representative (See Section 15).

13. HOW CAN I ACCESS, AMEND OR REMOVE MY PERSONAL DATA?

Gower has built a number of internal processes ensure that any request you make can be handled competently and swiftly.

Should you wish to view, amend or remove your Personal Data, the process can be started by contacting Gower's Data Representative (See Section 15)

14. WHO WILL HANDLE MY DATA?

Due to the size, nature and complexity of Gower, all Personal Data is considered as confidential and will only be handled by Employees of Gower.

To ensure that Personal Data is handled appropriately, every Employee of Gower has been subject to its Recruitment process and Training and Competency scheme.

Should you, as the Data Subject believe there to be a Conflict of Interest with an Employee of Gower having access to your information please raise this immediately. Gower has procedures in place to ensure that your information, if required by you, can be subject to restrictive viewing.

15. WHO DO I CONTACT AT GOWER REGARDING MY PERSONAL DATA?

For all matters concerning your Personal Data please contact:
Mr John Doherty - john.doherty@gowerpensions.com

Gower Pensions Management Limited, Suite E3, Sarnia House,
East Building, Le Truchot, St Peter Port, Guernsey, GY1 4EN
Tel: 01481 700200

16. WHAT RIGHTS DO I HAVE UNDER THE DATA PROTECTION LAW?

Under the Law, your existing rights have been enhanced. Below are those which apply to Gower and the acquisition and processing of your Personal Data.

◆ **The right to information regarding the processing of Personal Data when collected from the data subject.**

This Privacy Notice is designed provide you with clear and concise information regarding the intended use of your Personal Data, your rights as a Data Subject, Gower's official contact details and other relevant information regarding your Personal Data.

Should you require any further information please contact Gower's Data representative (See Section 15).

◆ **The Rights to Data Portability**

You have the right to request Gower to provide, move, copy or transmit your Personal Data to another data controller.

◆ **The Right of access**

As stated in Section 13, you have the right to make a written request for a copy of your Personal Data held by Gower. This must be addressed to Gower's Data Representative (See Section 15) who will provide you with more information at that time.

You are not ordinarily entitled to receive copies of our documentation, but we may choose to provide you with such copies of documents at our sole discretion. In addition, we are not required to respond to requests for Personal Data that we consider to be frivolous, vexatious, unnecessarily repetitive or excessive.

◆ **The Right to Object to processing for direct marketing purposes**

As stated in Section 8, you will only be contacted in relation to the products you already have and services available to you in the scope of the Terms of Business. Gower will not pass on your Personal Data to third parties for marketing purposes.

Please be aware that you do have the right to object to this, however any restriction could result in a limitation of the service provided to you.

◆ **The Right to rectification**

If you dispute, or have reason to believe, that the Personal Data held by Gower is no longer accurate then you have the right to request that it is updated.

Please note that depending on the nature of the information Gower may ask you to provide evidence of the change in Personal Data.

◆ **The Right to erasure**

Under the Legal Basis by which Gower handles your Personal Data, your right to the erasure of your Personal Data only applies once Gower has deemed your Data to no longer be necessary for the purposes for which it was collected.

◆ **The Right to restriction of processing**

You have the right to impose a restriction, for a period of time, on Gower's processing of your information.

However, given the nature of how and why Gower processes Personal Data; any restriction could result in a limitation of the service provided to you.

◆ **The Right not to be subject to decisions based on automated processing**

The processing of your information is done manually, with no processing being done on an automated basis.

Disclaimer: This fact sheet, is designed for those who have signed a Terms of Business with Gower and is meant as a general guide to Gower's Data Protection and Usage Policy. Please do not hesitate to contact Gower to query anything you don't understand and would like further information.

Please note that Personal Data may be transferred to another firm upon the sale of all or part of Gower, or as otherwise required or permitted under applicable Laws or Regulatory Rules or by the GFSC or the Data Protection (Bailiwick of Guernsey) Law 2017.

Gower Pensions Management Limited

Registered Office: Suite E3, Sarnia House, East Building, Le Truchot, St Peter Port, Guernsey. GY1 4EN is licensed by the Guernsey Financial Services Commission. Company Number 1022098

RETIREMENT ANNUITY
TRUST SCHEMES

SUITABILITY QUESTIONNAIRE



INTRODUCTION

A Retirement Annuity Trust Scheme is a trust approved under section 157A(4) of the Income Tax (Guernsey) Law, 1975 ("The Law"), to provide annuities for its members.

A trustee when accepting trusteeship of a Retirement Annuity Trust Scheme ("RATS") must either:

- ◆ satisfy itself, having regard to the member's circumstances, the requirements imposed by the Income Tax (Guernsey) Law, 1975, statement of practice published by the Director of Income Tax, and the fees which will apply, that the RATS and the proposed investments and investment strategy will provide a suitable form of retirement annuity for the member and (where appropriate) his spouse and/or dependants, or

- ◆ obtain a copy of advice provided to the member to this effect from a professional advisor (not necessarily in Guernsey but regulated for the provision of that type of advice) who the trustee is satisfied has the expertise to provide this advice.

For individuals considering a RATS but who have decided not to obtain professional advice, the purpose of this document is to provide the Directors of Gower Pensions Management Limited ("GPML") with information such that they can be satisfied that a RATS is suitable for the members circumstances.

MEMBER 1 ADDITIONAL INFORMATION ON EXISTING SCHEMES TO APPLICATION

SCHEME 1	SCHEME 2
Scheme Name	Scheme Name
Provider	Provider
Scheme Type	Scheme Type
Current Value	Current Value
Contributions pa	Contributions pa
Active or Deferred	Active or Deferred
Transfer to RATS <input type="checkbox"/> Yes <input type="checkbox"/> No	Transfer to RATS <input type="checkbox"/> Yes <input type="checkbox"/> No

If you have more than 2 existing schemes, please provide details on supplementary sheets.

MEMBER 2 ADDITIONAL INFORMATION ON EXISTING SCHEMES TO APPLICATION

SCHEME 1	SCHEME 2
Scheme Name	Scheme Name
Provider	Provider
Scheme Type	Scheme Type
Current Value	Current Value
Contributions pa	Contributions pa
Active or Deferred	Active or Deferred
Transfer to RATS <input type="checkbox"/> Yes <input type="checkbox"/> No	Transfer to RATS <input type="checkbox"/> Yes <input type="checkbox"/> No

If you have more than 2 existing schemes, please provide details on supplementary sheets.

APPENDIX iv – RETIREMENT ANNUITY TRUST SCHEMES SUITABILITY QUESTIONNAIRE

RATS SUITABILITY

I consider it appropriate to request the formation of a RATS for the followings reasons:

In addition to the above, I request the formation of a RATS because (please answer as appropriate)

	Yes	No	Don't know
My existing pension arrangements will not provide sufficient income in retirement and I do not wish/I am restricted in making further contributions into these existing schemes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
There is no requirement to purchase an Insurance Company annuity contract at retirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A RATS is the only pension arrangement/product available to me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The investment range and flexibility available to me within a RATS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In the event of my death I wish to ensure that my Spouse fully benefits from my pension arrangements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In the event of my death I wish to have the potential for any residual value left in my pension to be passed to my dependants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To consolidate my existing pension arrangements into a single scheme.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The flexibility within RATS regarding lump sum and income drawdown.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONFIRMATION OF UNDERSTANDING

In making the decision that a RATS is suitable pension planning for my personal circumstances and that of any spouse or dependants, I confirm that I understand the following (tick to confirm):

Tick to confirm

The lifespan of a member of a RATS, and the investment performance of the assets held in a RATS, are impossible to predict. As a result, once a member has started to draw down benefits from the RATS and depending on the level of benefits paid, the assets may be exhausted before the death of the member.	<input type="checkbox"/>
By transferring an existing pension to a RATS I will be giving up any preferential terms and guarantees associated with that pension. I confirm for all pensions I transfer to a RATS I have reviewed the scheme details and fully understand all preferential terms and guarantees that will be lost in making the transfer.	<input type="checkbox"/>
I have considered the requirements of the Income Tax (Guernsey) Law, 1975 and read and understood the Income Tax Statements of Practice (current Statement of Practice may be found at www.gov.gg under explanatory guides: Pensions)	<input type="checkbox"/>
That from time to time the Director of Income Tax may issue updated Statements of Practice which may alter the terms under which RATS may be administered.	<input type="checkbox"/>
That the Trustees of a RATS will establish the level of benefits which can be drawn and that the RATS is there to provide an income for retirement. Income payments will be reviewed at appropriate intervals (usually every three years) and there is no guarantee that they will be sustained at any level.	<input type="checkbox"/>
The restrictions imposed by the Guernsey Income Tax authorities regarding suitable investments for a RATS.	<input type="checkbox"/>
The investment(s) selected for the RATS should have regard to risk and cashflow requirements and the Trustees reserve the right to veto any investment suggestions not deemed to be appropriate.	<input type="checkbox"/>
The Trustees are not investment advisors and will usually look for the appointment of a suitable Investment Manager to my RATS. The costs of this appointment will be paid by my RATS.	<input type="checkbox"/>

DECLARATION

I have considered all the options available to me with regard to my pension planning and have made the decision to form a RATS and request GPML to act as Trustee of my RATS.

I can confirm that:

- i. I understand that GPML recommend that professional advice is obtained regarding both the suitability of a RATS and any changes that I intend to make to my existing pension provisions. I have, however, concluded that I do not require professional advice.
- ii. I have undertaken my own research and investigations to the extent that I consider necessary and I am satisfied that a RATS is suitable for my circumstances.

- iii. I understand and accept the risks of not taking any professional advice on my pension arrangements and formation of a RATS. I have not requested or received any advice from GPML and I agree that GPML are in no way responsible or liable for any financial loss that I may incur through not obtaining professional advice.

In order for GPML to be satisfied that a RATS is suitable to my circumstances, I confirm that I have provided all information I consider relevant and read and understand the contents of this document. In particular I understand that the lifespan of a member of a RATS, and the investment performance of the assets held in a RATS, are impossible to predict. As a result, once a member has started to drawdown benefits from the RATS and depending on the level of benefits paid, the assets may be exhausted before the death of the member.

MEMBER 1

Signed

Name

Date

MEMBER 2

Signed (if applicable)

Name

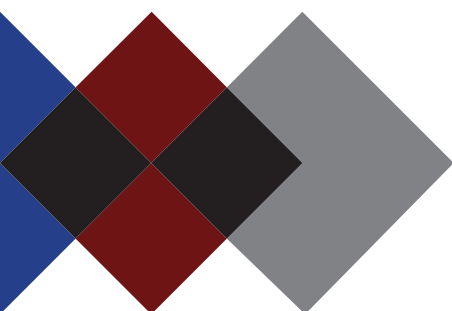
Date

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