


**BCP**

Invest with confidence

THE  
**BCP PERSONAL  
RETIREMENT BOND (PRB)  
APPLICATION FORM**



**A PERSONAL DETAILS**

**I HEREBY APPLY FOR A: PERSONAL RETIREMENT BOND**

**NAME (MR/MS)**

**DATE OF BIRTH**  Place of Birth (Town/City)

**PPS NUMBER**

**ADDRESS**

**TELEPHONE** Day  Mobile   
*for vespro.bcp.ie for 2 factor authentication to view your account online*

**EMAIL**   
*for vespro.bcp.ie registration to view your account online*

**B TRANSFERRING SCHEME AND TRANSFER VALUE**

**If you are completing this form with respect to your existing BCP PRB account proceed to section E 'INVESTMENT CHOICE'.**

**TO BE COMPLETED BY TRUSTEE, EMPLOYER OR SCHEME MEMBER**

Is the member transferring from a Group Scheme? Yes  No

Is the member transferring from an existing Personal Retirement Bond? Yes  No

**SOURCE OF PRB** Defined Benefit  Defined Contribution  (Please select one)

**NAME OF EMPLOYER**

**NAME OF TRUSTEE(S)**

**FULL NAME OF SCHEME**

**REVENUE REFERENCE NO.**  Basic salary at date of leaving service

**DATE EMPLOYMENT COMMENCED**

D	D	M	M	Y	Y
---	---	---	---	---	---

**OR**

**DATE JOINED SCHEME**

D	D	M	M	Y	Y
---	---	---	---	---	---

P60 earnings for 3 consecutive years in the last 10 years prior to date of leaving service (Schedule E): €

**DATE OF LEAVING SCHEME**

D	D	M	M	Y	Y
---	---	---	---	---	---

 €

**NORMAL RETIREMENT DATE**

D	D	M	M	Y	Y
---	---	---	---	---	---

 €

C

If the answer to any of the next six questions is 'YES', then please give full details in the box below:

- |  |     |                          |    |                          |
|--|-----|--------------------------|----|--------------------------|
| 1. Was an approved Retirement Annuity effected in respect of a previous non-pensionable employment or while self-employed?               | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <hr/>  |     |                          |    |                          |
| 2. Is the employee and/or his/her dependant(s) entitled to benefits from another Retirement Benefits Scheme?                             | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <hr/>  |     |                          |    |                          |
| 3. Has the employee received any benefits, other than a refund of contributions, on leaving any other service?                           | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <hr/>  |     |                          |    |                          |
| 4. Does the employee and/or his/her dependant(s) hold more than 5% but less than 20% of the equity and/or voting control of the company? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <hr/>  |     |                          |    |                          |
| 5. Does the employee and/or his/her dependant(s) hold more than 20% of the equity and/or the voting control of the company?              | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <hr/>  |     |                          |    |                          |
| 6. Has the employee irrevocably surrendered his/her right to commute under the scheme?   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

If **Yes** above, please specify:

Transfer Value:	€		€	
		Amount attributable to employee's contributions (if applicable):		
		Amount attributable to AVC contributions (if applicable):	€	

Is the employee splitting his transfer value between two or more Personal Retirement Bonds?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Has a Pension Adjustment Order (POA) been granted on any transfer value paid into the scheme?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If <b>Yes</b> , please attach a copy to this form.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**If transfer value is from a U.K. Scheme, qualified recognised overseas pension scheme status is required. Please contact BCP Asset Management for further details.**

D

#### BENEFITS TO BE PROVIDED UNDER THE POLICY

- |   |     |                          |    |                          |
|---|-----|--------------------------|----|--------------------------|
| 1. If a spouse's pension on death after retirement is to be provided, specify the appropriate percentage of the employee's pension before commutation to apply                                    |     |                          |    |                          |
| <hr/>   |     |                          |    |                          |
| 2. Rate of increase of spouse's pension(s) during payment applicable under the scheme (% p.a. compound)   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <hr/>   |     |                          |    |                          |
| 3. If the employee has chosen to split his transfer value between two or more policies is this policy to be endorsed to the effect that benefits arising on retirement are wholly non-commutable? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

E

## INVESTMENT CHOICE

Please complete the section below by entering your investment amount for each product(s).  
The minimum investment amount for each product is specified in the product Brochure.

Investment advice is required for Hard Capital Protected Products and Kick-Out Products. Investments into Deposits may be transacted with or without investment advice.

Investment advice was provided by: Intermediary  BCP  Advice not provided  
(Deposits only)

PRODUCT	INVESTMENT AMOUNT
	€
	€
	€
	€

#### BCP Electronic Funds Transfer (EFT) Details:

**Bank Name:** HSBC Continental Europe, Ireland **Bank Address:** 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 P820

**Account Number:** 37003680

**Account Name:** BCP AM Client Asset Account

**Sort Code:** 99-02-31

**BIC Code:** HSBCIE2D

**IBAN No.:** IE49 HSBC 9902 3137 0036 80

**CHEQUES SHOULD BE MADE PAYABLE TO BCP Asset Management DAC**

**F ANTI MONEY LAUNDERING REQUIREMENTS**

As part of our Anti Money Laundering requirements we are obliged to obtain information about your employment, income, details on how you acquired the money you are investing and the source of the funds being used.

EMPLOYMENT STATUS	INVESTOR
	Employed <input type="checkbox"/>
	Self Employed <input type="checkbox"/>
	Not Employed <input type="checkbox"/>
	Retired <input type="checkbox"/>
	Third Level Education <input type="checkbox"/>

Please provide a description of your occupation / former occupation

Please provide details of your employer or business (if self-employed), or former employer/business if retired. Please include name, type of business and nature of activities. If Self Employed please detail the country or countries where at least 20% of turnover originates.

Are you resident for tax purposes of any country or territory other than Ireland for tax purposes?

Yes  No

If **Yes**, please list below all countries/territories in which you are resident and provide the relevant Tax Identification Number(s) (TIN)

Are you, or have you ever been, a Politically Exposed Person (PEP) or a Relative or Close Associate (RCA) of a PEP?

Yes  No

Do you, or have you ever, held a prominent position or enjoy (or have enjoyed) a high public profile?

Yes  No

Are you, or have you ever been, involved in political lobbying?

Yes  No

If you have answered **Yes** to any of the above three questions, please complete the PEP, RCA and Other Persons of Influence Supplementary Form contained on page 12. An explanation of these terms is provided in the Supplementary Form.

**F ANTI MONEY LAUNDERING REQUIREMENTS** *Continued*

**SOURCE OF WEALTH**

Please select the relevant source(s) below to confirm how you accumulated the money you are currently investing. You may select more than one option.

1. Accumulated earnings or Savings  *Please provide details below*

**If you have selected Accumulated earnings or Savings please indicate your approximate gross annual income from all sources:**

**INVESTOR**

- < €20,000
- €20,000 – €50,000
- €50,000 – €100,000
- €100,000 – €150,000
- > €150,000
  
- 2. Gift/Inheritance  *Please provide details below*
- 3. Sale of Asset / Investment  *Please provide details below*
- 4. Sale of business  *Please provide details below*
- 5. Retirement lump sum  *Please provide details below*
- 6. Lottery win  *Please provide details below*
- 7. Other  *Please provide details below*

Please provide as much information as you can on your Source of Wealth in the box below. In some instances BCP Asset Management may be required to obtain proof of Source of Wealth depending on the type of client, investment amount etc.

**F ANTI MONEY LAUNDERING REQUIREMENTS** *Continued*

**SOURCE OF FUNDS**

Maturing BCP investment  Investment from existing funds

Non-BCP maturity / encashment  *Please provide the name of the financial institution in the box below*

Financial institution:

## G

## INVESTMENT EXPERIENCE &amp; UNDERSTANDING

The purpose of this section is to allow BCP to meet its regulatory obligations to ensure all investors in BCP products have the appropriate level of investment knowledge and experience, that would allow them properly evaluate the features and the risks involved in the BCP product. Please complete relevant sections.

**(A) INVESTMENT UNDERSTANDING: PLEASE COMPLETE EACH QUESTION BELOW BY INDICATING IF THE STATEMENT IS TRUE OR FALSE.**

#### Counterparty Risk

The capital protection element of BCP products is provided by a bank, sometimes referred to as a counterparty. If this counterparty were to default on its obligations any capital protection provided by the counterparty would cease to apply and you may receive back less than the capital protected amount.

True  False

#### Early Access

Some products allow you to cash-in (surrender) the investment early in normal market and funding conditions. If you do cash-in the investment prior to its maturity date, capital protection no longer applies and you may receive back more or less than your initial investment/capital protected amount.

True  False

#### Decrement Indices (if applicable)

Decrement indices are indices which typically re-invest dividends received, but have a fixed annual deduction, called a decrement. They are used to enhance product terms, but where the decrement is higher than the dividends received this will act as a drag on index performance.

True  False

#### Conditional capital protection/Soft capital protection (if applicable)

Some products provide conditional capital protection, sometimes referred to as "soft" capital protection. This means that the capital protection only applies if certain criteria are met e.g. as long as a fund or index has not fallen by more than a set %. For example if a product had a capital protection barrier of 50%, the investor would get 100% of their initial investment if the index had fallen by 40% at maturity; but if the index had fallen by 55% at maturity, the investor would only receive 45% of the initial investment.

True  False

**G INVESTMENT EXPERIENCE & UNDERSTANDING CONTINUED**

**(B) INVESTMENT EXPERIENCE:**

Please provide as much information as possible.

Asset Class (currently or previously invested in via Pension or Investment Portfolio)	No Experience	Limited Experience	Good Experience	Number of Years' Experience	Number of investments/trades	Investment Advice Used	No Investment Advice Used
	Please tick below where relevant			Please complete where relevant		Please tick below where relevant	
Fixed Term Deposit							
100% Hard Capital Protected Bond							
85%/90%/95% Hard Capital Protected Bond							
ESMA 3 rated Multi Asset Fund							
ESMA 4 rated Multi Asset Fund							
ESMA 5 rated Multi Asset Fund							
Kick-Out Bonds/Soft Capital Protected Bonds							
Property Fund							
Equity Fund							
Listed Shares							
Private Equity							
Commodities							

Any other relevant information?

Do you have a professional qualification?

Yes

No

If **Yes**, please describe:



**H TRUSTEE'S APPLICATION AND DECLARATION**

**If you are completing this form with respect to your existing BCP PRB account proceed to the section below – 'MEMBER'S DECLARATION'**

**Please complete below if funds are transferred directly from a Group Scheme.**

We the trustees of the scheme request BCP Asset Management DAC ('BCP') to issue the scheme member named overleaf, a contract or contracts in his/her name in accordance with the details set out in this proposal and subject to the conditions prescribed by BCP which are to be set out in the contracts or contracts and declare that:

1. The statements made above are to the best of our knowledge and belief true and complete.
2. The purchase price arises from the proceeds of a Retirement Benefits scheme which is, or is to be, exempt approved under the taxes Consolidation act 1997.
3. The scheme makes (or will be amended to make) provision for a member to received his/her scheme entitlement on leaving or on winding-up by a buy-out policy.

**SIGNATURE FOR THE TRUSTEE(S):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NAME OF TRUSTEE:** *(Block Capitals)* \_\_\_\_\_

**I MEMBER'S DECLARATION – DECLARATION IN RESPECT OF STRUCTURED PRODUCT AND DEPOSIT APPLICATIONS**

I confirm that I have read and understand the BCP PRB Terms and Conditions attached to this application and agree to be bound by them.

I consent to an amount which in the opinion of the trustees of the scheme represents the value on withdrawal from the scheme being bought out under one or more contracts with BCP.

In consideration of this contract expressing a contractual obligation to me and being issued in my name, I release the trustees of the scheme from all liability to me for all benefits in respect of me under the scheme.

I agree that the information contained in this application and such further information (if any) as I or the trustees of the scheme shall supply to BCP in connection with this application shall be the basis of the contract or contracts.

I consent to BCP seeking information and obtaining benefits from the administrator/trustees (and/or relevant insurance company) of any scheme, arrangement or contract of which I am/have been, a member.

I understand that failure to give true and complete answers to all questions may be grounds for rejecting a claim.

I have not withheld or suppressed any material information and where in doubt about whether certain material facts are relevant I have disclosed them.

I understand that my assets with BCP will be held in an omnibus client asset account in the name of BCP Asset Management DAC as per the BCP Terms of Business. I understand that where I apply for a specific product, the product documentation will confirm if my assets allocated to that product are also held in an omnibus client asset account in the name of BCP Asset Management DAC.

I acknowledge that any deposit interest earned prior to Start Date or after Maturity Date will be retained by BCP.

I authorise my advisor to view details of my account online via vespro.bcp.ie.

I agree to receive valuations and other communications from BCP online via vespro.bcp.ie.

I hereby request and authorise BCP to give effect to any written request, direction or instruction relating to the product on the signature of me and I declare that this authorisation, unless terminated by my death or by operation of law, shall remain in full force and effect until the end of the Term of each product.

I/We understand the Terms and Conditions as set out in the Brochure including the location of the counterparty and agree to be bound by them.

I authorise BCP to hold my personal data on file, to contact me in writing, by telephone or by email in respect of financial services matters.

I confirm that I have received the BCP Client Asset Key Information Document.

I confirm that I have received the Key Information Document (KID) for each investment (where applicable).

I confirm that I have read and understand the benefits, risks and warnings as set out in the Brochure for each investment being applied for, and I have read and understand the Terms and Conditions and agree to be bound by them.

I confirm that I am not a U.S. Person(s) and I am resident outside the United States.

I confirm that I will notify BCP if I become a U.S. Person or reside in the United States during the term of the Bond(s). I understand that should this occur I cannot continue to hold the investment and must surrender the Bond(s) at its realisable value which may be more or less than the initial investment.

I agree to advise BCP immediately if, during the term of my investment, I become a PEP or a relative or close associate of a PEP or other person of influence.

I agree to notify BCP immediately if, during the term of my investment, there is a change of any beneficial owner or controller.

I confirm all the information is true and complete, including that not completed in my own hand.

J

## APPLICATION FOR INVESTMENT SERVICES – CLIENT CONFIRMATION

This section is to confirm that BCP is providing ‘Non-Advisory’ services to you as an investor. This means BCP is providing you with the service of receipt and transmission of a client order (also known as ‘execution only’) and has not provided you with investment advice. Where Non-Advisory services are provided to retail clients in relation to complex financial instruments you must be provided with investment advice. If advice is provided by your own Financial Advisor, BCP is required to assess the appropriateness of the transaction for your level of investment knowledge and experience. This information is gathered in Section G of this form.

**WARNING: Not providing the information, or providing insufficient information, will not allow us to determine whether the service or product envisaged is appropriate for you. Should there be any material change in your circumstances please notify us. All information received is treated in confidence in accordance with the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. “Information” means any information given by you or on your behalf in connection with this application or any further information which may be given at a later stage either in writing, by email at a meeting or over the telephone including that furnished in connection with any application for any product/service available through us.**

I hereby request BCP Asset Management DAC to provide Investment Services to me in accordance with its Terms of Business.

I understand and acknowledge that all transactions will be subject to the Terms of Business of BCP Asset Management DAC that are applicable at the time of each such transaction, and that the Terms of Business applicable at the date of this application may subsequently be varied.

I undertake to inform BCP Asset Management DAC in writing without delay if any information provided to the firm, including my address, residency, citizenship or tax status, changes.

I acknowledge that I have read, understand and accept BCP Asset Management DAC’s Terms of Business.

I consent to the Information provided being used as described in the Data Protection section of the Terms of Business and I consent to the extent required to the processing of the Information relating to me, including the transfer of the Information outside the EEA, as outlined therein.

I consent to my personal information being used by BCP Asset Management DAC to provide information on new investment opportunities.

Yes

No

K

## MEMBER’S SIGNATURE

**I have reviewed this Application and confirm the Information, Declarations, Authorisations, Understandings, Acknowledgements and Consents given therein.**

SIGNED

SIGNATURE:

DATE:

L

## INTERMEDIARY DECLARATION

NAME OF INTERMEDIARY FIRM: RECURRING ADVISOR FEE: 

The minimum Recurring Advisor Fee is 0% and the maximum is 0.75% per annum (subject to increments of 0.05%).

Please note that for the purposes of face to face (see below), video calls do not constitute face to face, you must have met the client in person.

When was your last in person face to face meeting with the client

Month Year Never met in person 

When was your last video meeting with the client

Month Year Never met via video How long have you known the client 

Does the client meet all the target market criteria outlined in the brochure of each investment?

Yes No If **No**, please explain the reason(s)

Have you completed all checks to verify the identity, address, source of funds and source of wealth of the applicant to the standards set out in the Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) legislation?

Yes No **Please provide any additional information you feel may be relevant in assessing this application from an Anti-Money Laundering / Counter Terrorism Financing perspective e.g. how long you have known the client, source of wealth, various sources of income:**

I hereby confirm that I have provided investment advice to my client with respect to this investment.

SIGNATURE DATE NAME POSITION 

For and on behalf of the Intermediary.

## POLITICALLY EXPOSED PERSON (PEP) OR RELATIVE OR CLOSE ASSOCIATE (RCA) OF A PEP AND OTHER PERSONS OF INFLUENCE FORM

THIS FORM ONLY NEEDS TO BE COMPLETED IF YOU HAVE ANSWERED YES TO ANY OF THE QUESTIONS IN RELATION TO PEPs, RCAs OR OTHER PERSONS OF INFLUENCE IN SECTION D OF THE APPLICATION FORM

### A INVESTOR DETAILS

We are obliged under AML legislation to identify PEPs, RCAs and other Persons of Influence.

APPLICANT:

### B PEP\RCA STATUS

An explanation of PEP and RCA is detailed overleaf

Are you, or have you ever been, a Politically Exposed Person (PEP) or a Relative or Close Associate (RCA) of a PEP?

Yes

No

I am a PEP:

Yes

No

If you have answered **Yes**, please provide the details of the prominent public function you perform/performed:

I am a Relative or Close Associate of a PEP or former PEP:

Yes

No

If you have answered **Yes**, please complete below:

Relationship to PEP:

Name of PEP:

Prominent public function performed by the PEP:

### C OTHER PERSONS OF INFLUENCE

Do you **hold (or have held) a prominent position or enjoy (or have enjoyed) a high public profile?**

Yes

No

If you have answered **Yes** please confirm:

Name of the person who holds/held the prominent position

Please confirm the prominent position held:

A Senior local or regional public official with the ability to influence the awarding of public contracts

Yes

No

A decision making member of a high profile sporting body

Yes

No

An individual that is known to influence the government and other senior decision makers

Yes

No

Another prominent position *(please specify)*

Are you **involved (or have been involved) in political lobbying?**

Yes

No

If you have answered **Yes** please confirm

Name of the person involved in political lobbying

Name of the relevant political lobbying entity

**INFORMATION NOTE****Who is a Politically Exposed Person (PEP)?**

A "politically exposed person" means any individual, who currently is, or has at any time, been entrusted with a prominent public function and performs any of the following roles:

- (A) A head of state, head of government, government minister or deputy or assistant government minister
- (B) A member of a parliament/member of a legislature or equivalent/member of the governing body of a political party
- (C) A member of a Supreme Court, Constitutional Court or any other high level judicial body which passes non-appealable verdicts (except in exceptional circumstances)
- (D) A member of a court of auditors or the board of a central bank
- (E) An ambassador, charge d'affairs or high ranking officer in the armed forces
- (F) A member of the administrative, management or supervisory body of a state owned enterprise
- (G) A director, deputy director or member of the board of, or person performing the equivalent function in relation to, an international organisation

**Who is a Relative?**

- (A) Any spouse of the Politically Exposed Person
- (B) Any person who is considered to be a common law spouse of the politically exposed person under law
- (C) A child of the politically exposed person
- (D) Any spouse of the child of a politically exposed person
- (E) Any parent of the politically exposed person
- (F) Any other family member of the politically exposed person who is of a prescribed class set out by the Department of Finance

**Who is a Close Associate?**

- (A) Any individual who has a joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with the politically exposed person
  - (B) Any individual who has a sole beneficial ownership of a legal entity or legal arrangement set up for the actual benefit of the politically exposed person
-

## RETIREMENT

On retirement, you can take a cash lump sum and with the balance, subject to Revenue rules you can:

- purchase a guaranteed pension income for life (an annuity) or
- invest in an Approved Retirement Fund or
- draw down the entire fund as taxable cash or
- choose a combination of these options

You can access your Personal Retirement Bond (PRB) from age 50.

## TERMS AND CONDITIONS

**Aggregate Investment:** The total value of Your Investment including any investment growth, any additional Investments made less any accrued Fees and Charges;

**BCP Product:** Any product offered by Us (either directly or as distributor) to which you intend to transfer or have transferred all or part of the Your Investment;

**Client Cash Account:** A nominal code specific to Your Contract for the purposes of accounting for your Investment.

**Contract:** BCP Personal Retirement Bond;

**Distribution(s):** Any payment made whether or not to you directly including any payment made to the Revenue commissioners or other Governmental agency as required by law or Revenue practice, including any tax, levy or other statutory deduction;

**Fees and Charges:** The amounts shown in the Appendix as amended by Us from time to time. Any amendments will be notified to You in writing, which includes email and or by way of your online Vespro account, at least 30 days in advance of the change taking effect. The currently applicable fees and charges are available from Us on request and are available on our website [www.bcp.ie](http://www.bcp.ie);

**Day:** The day referred to, or where that day is a day where We or a relevant party is closed for business, or where that day is not a dealing day, the next day We or the relevant party is open for business or that is a dealing day;

**Financial Advisor:** The Intermediary nominated by you to whom/which we pay remuneration. The Intermediary must hold an appointment in writing from Us and be authorised by the Central Bank of Ireland;

**Instruction:** A valid request to Our satisfaction to undertake an action;

**Interest:** The amounts shown as such in the Appendix as amended by Us from time to time. Any amendments will be notified to You in writing, which includes email and or by way of your online Vespro account, at least 30 days in advance of the change taking effect. The currently applicable interest amounts are available from Us on request and are available on our website [www.bcp.ie](http://www.bcp.ie);

**Investment:** The amount or assets you wish to place into the Contract;

**Our/We/Us:** BCP Asset Management DAC;

**Omnibus Account:** A third party client asset account in which the client assets of more than one client are deposited.

**Personal Retirement Bond ("PRB"):** That part of Your Contract which is recognised by the Revenue Commissioners as a Personal Retirement Bond;

**Product with Limited Liquidity:** BCP Capital Secure Bonds and BCP Kick-Out Bonds or any other product designated by Us as a Product with Limited Liquidity based on Our assessment of its terms and if it is listed on a recognised market;

**You/Your:** The applicant for the Contract, or as the context so requires the natural person for whom the Contract is established.

## MAKING AN INVESTMENT

To make an Investment the relevant amount must be lodged into the BCP Client Asset Account for the Contract. Once We receive the Investment it will be transferred to Your Client Cash Account within 1 Day.

For in specie transfers the assets will be registered in the name of Your Contract.

If You have provided Us with an Instruction to invest in a BCP Product the relevant part of the Investment will be transferred from Your Client Cash Account to that BCP Product no later than the Start date of that BCP Product.

Where a BCP Product does not have a Start Date (i.e. an open ended product) and Your Instruction is received by Us on any Day before 12.00 p.m. We will transfer the relevant part of Your Investment to the BCP Product within 1 Day provided that BCP Product can accept investments at that time.

Where Your Instruction is received by Us on any Day after 12.00 p.m. We will transfer the relevant part of Your Investment to the BCP Product within 2 Days provided that BCP Product can accept investments at that time.

Where a BCP Product cannot accept investments at the time described above, BCP shall defer transferring the relevant part of Your Investment to the BCP Product until such a time that the BCP Product can accept investments.

You may only cancel an Instruction to invest in a BCP Product provided the manufacturer, administrator or other party authorised to accept/reject a cancellation request in respect of that BCP Product permits the cancellation to proceed.

## CLIENT CASH ACCOUNT – COMMON POOL

*All amounts in the Client Cash Account will be held in a Client Asset Account in the name of BCP Asset Management DAC. The money held in respect of Your Contract will be held with other clients' assets as part of a common pool in an Omnibus Account so you do not have a claim against a specific sum in a specific account; your claim is against the client assets pool in general.*

*In the case of any such Omnibus client account we will ensure that such account is in the name of BCP Asset Management DAC, is designated as a client asset account and that only We are entitled to issue instructions in respect of this account. This client asset account will be operated in accordance with the Irish Client Asset Requirements 2023.*

## PROCEEDS OF A BCP PRODUCT

The proceeds of any interest coupon, encashment, kick out, maturity or any other payment of any BCP Product shall be transferred to the Client Cash Account within 1 Day of the Day they are received by Us.

An amount equal to the sum of

- any debit balance outstanding on the Fees and Charges Account shall be transferred from the Client Cash Account to the Fees and Charges Account prior to any other transfers being made from the Client Cash Account

plus

- the sum of all outstanding Distributions together with interest thereon

shall be deducted from the proceeds received into Your Client Cash Account prior to Us acting on any Instruction from You.

**TERMS AND CONDITIONS CONTINUED****DISTRIBUTIONS****Funded by Us**

Where Your Contract invests into a Product with Limited Liquidity and you do not have sufficient funds in the Client Cash Account, We will fund Distributions for the duration of the individual product(s).

Where We provide funding for Distributions Your Client Cash Account shall be debited with the amount of each Distribution.

**Funded by You**

Where You do not request Us to fund Distributions for Products with Limited Liquidity You are required to ensure that after investing into a Product with Limited Liquidity, the remaining credit balance in Your Client Cash Account is in excess of anticipated aggregated Distributions over the duration of the term of the Product with Limited Liquidity.

We shall pay any Distribution from the credit balance in Your Client Cash Account. Should the credit balance ever be insufficient to meet the Distribution amount, You are required to transfer funds from a source acceptable to the Us and the Revenue to meet the Distribution amount.

Where You do not make the transfer referred to above within four weeks of Us paying the Distribution amount, You authorise Us to encash any of the Aggregate Investments for an amount equivalent to the Distribution amount paid by Us plus any expenses associated with the encashment.

**FEES AND CHARGES****Annual Management Charge**

An Annual Management Charge ('AMC') shall apply to the Aggregate Investment. The amount of the AMC will be calculated on a daily basis as follows:-

$$\frac{\text{Aggregate Investment} * \text{AMC} \%}{365}$$

The AMC shall be debited to Your Fees and Charges Account each quarter or prior to termination of Your Contract if earlier. The amount debited shall be subject to the minimum and maximum AMC charges applicable at the time.

**Recurring Advisor Fee**

Where You have advised Us that Your Financial Advisor is to be paid a Recurring Advisor Fee this shall be calculated on a daily basis as follows:-

$$\frac{\text{Aggregate Investment} * \% \text{ Annual Recurring Advisor Fee}}{365}$$

Any Recurring Advisor Fee payable shall be debited to your Fees and Charges Account each quarter or prior to termination of Your Contract if earlier.

**Fees and Charges Account**

We shall set up a Fees and Charges Account for the accounting and payment of fees and charges applicable to Your Contract. These fees and charges shall be debited to the Fees and Charges Account. The Fees and Charges referred to are those described in these Terms and Conditions. Additional fees and charges may apply to any products in which Your Contract invests.

**INTEREST ON DEBIT AND CREDIT BALANCES**

Where Interest is payable or receivable the amount shall be calculated as follows:-

$$\text{Closing daily balance in the relevant account} * \\ (\text{Applicable interest rate}/365)$$

Any resulting interest shall be debited or credited as appropriate to Your Client Cash Account within 10 Days of each calendar month end or prior to termination of Your Contract if earlier.

**WHAT HAPPENS ON DEATH?**

In the event of Your death whilst Your Contract is in force:-

a) Your Aggregate Investment may be redeemed and Your Contract terminated subject to normal probate regulations and legislation and Revenue practice governing Your Contract. The value of Your Aggregate Investment will be the realisable value of the BCP Product held on the date it is, or if more than one product, they are, realised less any charges incurred in its/their realisation. The realisable value will be transferred into the Client Cash Account.

For BCP Structured Bonds and Structured Deposits the realisable value will be calculated primarily by reference to the market value of the assets, the remaining term to maturity, and the prevailing interest rates at the time. The amount redeemed may be more or less than the capital secure amount.

b) All Distributions funded by Us together with any interest due thereon and the amount of any debit balance in Your Fees and Charges Account on the Day prior to Your Contract being terminated shall be deducted from the realisable value before the settlement is paid to the Executors of Your Estate.

**Tax may apply on any subsequent payments to any beneficiary who is not your spouse or civil partner at the date of your death.**

**AMENDMENTS TO THESE TERMS AND CONDITIONS**

We may amend these terms and conditions by providing You with at least 30 days' notice.

All Fees, Charges, interest rates and other amounts shown in these Terms and Conditions are those applicable as at December 2022 and are subject to change.

**APPENDIX – FEES AND CHARGES CURRENT 15 DECEMBER 2022****ANNUAL MANAGEMENT CHARGE**

0.20% per annum subject to a minimum charge of €100 per annum and a maximum charge of €2,000 per annum.

**INTEREST ON DEBIT AND CREDIT BALANCES**

	Applicable Interest rate per annum	
	Debit Balances	Credit Balances
Client Cash Account	No interest applicable	0.00%
Fees and Charges Account	No interest applicable	0.00%

**RECURRING ADVISOR FEE**

The minimum Recurring Advisor Fee is 0% and the maximum is 0.75% per annum of the Aggregate Investment (subject to increments of 0.05%).

**Current: 1st March 2023**

**DATA PROTECTION**

BCP Asset Management DAC complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

“Information” means any information given by you or on your behalf in connection with your Investment Application to us. Where you are not a natural person, Information also includes any information you provide to us in respect of your officers, directors or employees, in this regard the use of the term ‘you’ in this Data Protection refers to you or such individuals as appropriate. Information includes any further information which may be given at a later stage either in writing, by email at a meeting or over the telephone including that furnished in connection with any application for any product/service available through us.

The Information will be used by us for the purposes of processing your applications, managing and administering your relationship with us and any products/services for which you have completed an application. The information will also be used for the prevention of money laundering, financing of terrorism or fraud, and compliance with any legal and regulatory obligations which apply to us.

The Information may be disclosed to BCP Asset Management group, third parties including, but not limited to, the intermediary acting on your behalf, product producers/service providers to which you have submitted an application or to which such submission is being contemplated, the providers of services to us, the Administrator, distributors, the Trustee and/or their respective delegates and agents of any Fund you are invested in. We may also disclose your data for legitimate business interest & legal obligations, to auditors, the Central Bank of Ireland, the Irish Revenue Commissioners, other relevant regulators and tax authorities. For further information on Foreign Account Tax Compliance Act (FATCA) or Common Reporting Standard (CRS) please refer to Irish revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link: <http://www.oecd.org/tax/automatic-exchange/common-reportingstandard/> in the case of CRS only.

Please refer to the BCP Data Privacy Notice and Data Privacy Summary on our website [www.bcp.ie](http://www.bcp.ie) for how we obtain your information.

**Right of access, rectification or erasure**

You have the right at any time to request a copy of any “personal data” (within the meaning of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018) that we hold in relation to you and have it corrected if it is inaccurate or out of date. To exercise your Right of Access or to update your details under your Right of Rectification or Erasure please email your request to the [Dataprotection@bcp.ie](mailto:Dataprotection@bcp.ie)

**Data Retention**

Information submitted by you when making an enquiry may be retained by us for a period of up to 12 months from the date of the enquiry. Your information will be held for a period of at least 6 years after the ending of the client relationship.

**Data Security**

BCP Asset Management DAC intent is to strictly protect the security of your personal information and carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate steps to safeguard and secure information by us.



