

# Top-Up Application Form

## Notes to help you

This form is used for applications for the Flexible Protection Bond issued by Prudential International Assurance plc.

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

Before completing this form, you must read the Privacy Notice in section H page 15. The Privacy Notice explains how we use your personal data and why we are collecting it.

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

If you have any questions while completing this Top-up Application please speak to your financial adviser or call us **0808 234 2200** where we'll be happy to help you. We might record your call to make sure our service is up to standard.

Please use black ink and write in CAPITAL LETTERS or tick as appropriate. Any corrections must be initialled – don't use correction fluid as this will invalidate your application. Please send this completed form to **Prudential International, Stirling FK9 4UE**.



These signs will direct you to the next relevant sections you need to complete.

**Optional** – If someone else fills this form in for you (for example, your employer or financial adviser), please check that all the details are correct before you sign the declaration. You are responsible for your answers. If you make a mistake please cross it out, put in the correct word or words and initial next to the correction.

If you'd prefer, you can complete the medical questions in private and return the Health Details section to our Chief Medical Officer at **Prudential International, Stirling FK9 4UE**. Please let us know on this form if you have done this.

It's very important that you tell us if there is a change to any of the following: your personal health, family history, occupation, your participation in any hazardous leisure activities, travel or residence or your lifestyle (smoking, alcohol consumption etc) between completion of this form and acceptance of your investment. If you don't, a claim in the future may not be paid.

### Important: Sharing information with us

You should take reasonable care to answer all of the questions in this form honestly and to the best of your knowledge. If you don't, this may lead to the cancellation of the Bond. This could also delay the processing of your Top-Up, affect entitlement to benefits under the Bond and/or may result in any claim being rejected or not paid in full.

If between completion of the Top-up Application and acceptance of your investment you become aware that any of the answers you have given are no longer true, you should notify us.

**Genetic testing** – If this Top-up Application, taken together with any other insurance policies you already have, is for life insurance up to a sum of £500,000 you don't need to disclose any genetic test you may have had.

You don't need to disclose the result of any genetic test undertaken in the context of research.

Genetic test results only need to be disclosed where the total sum exceeds £500,000 for life insurance and their use by insurers has been independently approved.

You may, of course, disclose any genetic test result which is in your favour. If you either have a family history of, are experiencing symptoms of, or are having treatment for, a genetic condition, you must tell us.

Further information is available on request which fully explains this policy and details those genetic tests approved for use by insurers.

## Section A – Life Assured details

Bond Number

Policyholder(s)

Are you notifying us of a change of address as part of this application?

Yes

No

If **Yes**, please provide details of new address<sup>1</sup>

  
  


Postcode

Are you also changing your country of tax residency?

Yes

No

If yes, please advise your new country of tax residency:

## Section A – Life Assured details<sup>2</sup> – continued

### First (or only) Life Assured

Title Mr  Mrs  Miss  Ms

Other

Full forename(s)

Surname

Address (your habitual residence)

Country

Postcode

Telephone number

Email address

Date of birth

Nationality

Profession (Job title including industry. If retired also state previous profession)

Marital status Single  Married/Civil Partner

Other

Does your work involve any manual or physical work? Yes  No

Any work at heights over 40 feet? Yes  No

Working with machinery or tools? Yes  No

If **Yes**, please give full percentage breakdown of duties involved in your occupation.

### Second Life Assured – If applicable

Title Mr  Mrs  Miss  Ms

Other

Full forename(s)

Surname

Address (your habitual residence)

Country

Postcode

Telephone number

Email address

Date of birth

Nationality

Profession (Job title including industry. If retired also state previous profession)

Marital status Single  Married/Civil Partner

Other

Does your work involve any manual or physical work? Yes  No

Any work at heights over 40 feet? Yes  No

Working with machinery or tools? Yes  No

If **Yes**, please give full percentage breakdown of duties involved in your occupation.

#### Notes

<sup>1</sup> Please provide up to date proof of identity and address verification for **each** policyholder. A certified copy of a utility bill or bank statement dated within the last 6 months will satisfy the address verification requirements.

<sup>2</sup> Failure to disclose relevant information will result in non payment of a claim.

## Section A – Life Assured details – continued

### First (or only) Life Assured

Name, address and telephone number of your usual doctor

Your doctor's name

Your doctor's telephone number

Your doctor's address

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

How long has he/she been your doctor?

 Years

### Second Life Assured – *If applicable*

Your doctor's name

Your doctor's telephone number

Your doctor's address

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

How long has he/she been your doctor?

 Years

Name, address and telephone number of your previous doctor if registered with your current doctor for less than six months.

Your doctor's name

Your doctor's telephone number

Your doctor's address

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

How long has he/she been your doctor?

 Years

Your doctor's name

Your doctor's telephone number

Your doctor's address

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

How long has he/she been your doctor?

 Years

## Section B – Owner details

The Ownership details will be on the same basis as the original Bond. If you wish to change the owners on the plan please contact us.

### Trust & Company owned plans

Please complete the Declaration of beneficial ownership form (INVF11577).

A beneficial owner of a Trust includes the Settlor, the Trustees, The Protector (if any), and all Beneficiaries.

Where a Beneficiary of the trust is a corporate entity, the individual shareholders with a shareholding or controlling interest of  $\geq 25\%$  (held directly or indirectly through another legal entity) or persons who exercises control over the management of the company, are considered to be the beneficiaries of the Trust in respect of the corporate entity's interest in the Trust.

A beneficial owner of a Company is an individual with a shareholding or controlling interest of  $\geq 25\%$  (held directly or indirectly through another legal entity) or an individual who exercises control over the management of the Company.

Please provide up to date proof of identity and address verification for each beneficial owner.

## Section C – Payment and investment details

1. Your additional premium will be divided equally between the inforce policies on your Bond.

2. The currency selected on your Bond will be used for this application.

3. Amount of your additional payment (min £5,000 or currency equivalent).

**Please note that cheques will be banked on receipt. Interest will not be credited to any payments received prior to the receipt of all documentation requirements.**

4. Your payment is being made by: (method)

Own account

- Telegraphic transfer (to be remitted by your bank)
- Cheque (payable to Prudential International)

If your payment is being made by telegraphic transfer, please provide details below of the account from which the payment has been drawn. Please note that the source of funds must be an account held in the name of the applicant.

If monies are being paid from your joint account, we require certified photo identification and address verification for the additional account holder(s), even if they are not an applicant.

Payments made by you will be returned to the source account if there is an undue delay in providing us with all documentation requirements. To avoid a delay, or a return of your payment to you, all documentation required should be submitted at the same time as this top-up application is made, or promptly thereafter.

Name of bank or building society

Account name

Address

  
  
  

Postcode

Account number

Sort code

 -  - 

IBAN

SWIFT-BIC

## Section C – Payment and investment details – continued

### Source of your payment/wealth

The following information is required under Anti-Money Laundering Regulations to safeguard against unlawful investment. We may need to request additional information such as personal identification and address verification to comply with our legal and regulatory obligations. Please complete (i) and (ii) below.

(i) Bank or building society deposit

Borrowings, investment income, sale of property, sale of stockmarket investments (please specify)

Other (please specify)

(ii) Territory your payment was made from: UK  EU Country  Other (please specify)

### Fund selection (fractions of 1% should not be used)

Up to 10 funds may be chosen, unless you specify otherwise we will put the additional investment in the same fund(s) and in the same proportion(s) as the existing investment at the date this application is accepted.

Fund name	Fund currency £, €, \$	% of your total payment into the bond
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		Total = 100%

## Section D – Life cover<sup>3</sup>

Additional Sum Assured

### Basis of cover for payment of Sum Assured

The basis of cover for payment of Sum Assured will be the same as the original Bond.

### Purpose of cover

If the purpose of cover is changing from the original Bond please indicate.

Inheritance tax planning (IHT)

Personal cover

Business cover

Other (please specify)

### Notes

<sup>3</sup> The total Sum Assured should not exceed £5,000,000 up to age 70 last birthday or £3,000,000 for lives assured aged from 71 to 80.

## Section E – Receiving regular payments from your bond

Only complete this section if you want to start to take or change regular payments on your bond.

Please note the following points:

- You may be unable to take regular payments if your bond is written under trust.
- If adding or increasing regular withdrawals, this may affect your bond's ability to support your life cover.

1. I/We wish to receive  every year or  % of my/our total investment into the bond every year

or  % of the value of my/our bond every year

2. Payable at these intervals    Every month     Every three months     Every six months     Every twelve months

3. Date you wish regular payments to start<sup>4</sup>

4. For payments by Direct Credit in £ Sterling to a UK based bank account only

Name of bank or building society

Account name

Address

  
  
  

Postcode

Account number

Sort code

 -  - 

IBAN

SWIFT-BIC

5. For payments by cheque – only where Direct Credit facility is not available and the payment does not exceed £5,000, US \$5,000 or Euro € 5,000

Name of payee(s)

  

Address payment to be sent

  
  
  

Postcode

Banking details – if payments are to be sent to the payee's bank

Name of bank

Account holder's name

Account number

Sort code

 -  - 

### Notes

<sup>4</sup> Regular payments will usually reach your account within five working days of the date you have chosen.

Regular withdrawals can only be made to a bank account in the name of the Bond owner(s) – please submit bank account verification such as a certified bank statement in order for the regular withdrawal to be processed.

We will require certified personal identification and address verification for any joint account holder in order to comply with all legal and regulatory obligations.

**Note: Payments cannot be paid until full Bank Account verification is received.**

## Section F – About you and your health

Failure to disclose relevant information will result in non payment of a claim.

### First (or only) Life Assured

### Second Life Assured – If applicable

1. What is your height and weight?

Height  Weight  Height  Weight

2. (a) What is your average weekly consumption of alcohol in units?

(One unit is the equivalent of 1 glass of wine, 1/2 pint of beer or 1 small measure of spirits)

units  units

(b) Have you ever been advised to reduce your alcohol intake?

Yes  No

Yes  No

(c) Have you smoked or used any tobacco products in the last 12 months?

Note – Applicants may be asked to undergo a continue test.

Yes  No

Yes  No

If Yes, please state your average daily consumption

(d) Have you ever used recreational drugs (eg cocaine, heroine)?

Yes  No

Yes  No

3. (a) Has any proposal for Life or Health Insurance on your life ever been declined, deferred or offered on non-standard terms?

Yes  No

Yes  No

If Yes, please give details and names of insurance companies.

(b) Is a proposal for Life or Health Insurance on your life currently being made to any other insurance company?

Yes  No

Yes  No

If Yes, please give details and names of insurance companies.

## Section F – About you and your health – continued

### 4. Have you in the last five years, or do you intend to:

(a) live or travel outside the UK, apart from holiday visits?

Yes  No

Yes  No

(b) engage in any occupation, pursuit or sport which may be considered hazardous, such as private aviation, motor sports, mountaineering or underwater activities?

Yes  No

Yes  No

If **Yes**, please confirm full details regarding your travel, your pursuits and/or aviation.

### 5. In the last five years have you

(a) consulted a doctor or other medical professional (or do you intend to)?

Yes  No

Yes  No

If **Yes**, please give details

If **Yes**, please give details

(b) been prescribed any pills, drugs, medicines or any other form of treatment?

Yes  No

Yes  No

If **Yes**, please give details

If **Yes**, please give details

(c) been advised to have an operation, X-ray, check-up or any investigations or tests?

Yes  No

Yes  No

If **Yes**, please give details

If **Yes**, please give details

(d) Have you ever been off work for two weeks or more at a time due to illness or injury?

Yes  No

Yes  No

If **Yes**, please confirm dates, illnesses, investigations and treatment (colds, influenza and minor injuries can be ignored)

(e) Have you ever suffered from chronic fatigue or tiredness?

Yes  No

Yes  No

If **Yes**, please confirm dates, please confirm dates, treatment and any current symptoms



## Section F – About you and your health – continued

Failure to disclose relevant information will result in non payment of a claim

### First (or only) Life Assured

### Second Life Assured – If applicable

6. (a) Have you ever tested positive for HIV/AIDS, Hepatitis B or C, or are you awaiting the results of such a test?

Note if the results are negative, the fact of having an HIV test will not, in itself, have any effect on your acceptance terms for insurance. If yes, please give full details, including the name of the condition and date the test was carried out.

Yes  No

Yes  No

Name of doctor, hospital or clinic

Date

Date

Details or description

- (b) Within the last five years have you been exposed to the risk of HIV infection? (this can be caught through unsafe sex, intravenous drug abuse, or blood transfusions or surgery undertaken outside the EU).

Yes  No

Yes  No

If Yes, please give full details.

- (c) Within the last five years have you tested positive or been treated for any disease which was transmitted sexually?

Yes  No

Yes  No

Name of doctor, hospital or clinic

Date

Date

Details or description

7. In order to speed up your application, would you be prepared, if required, to have a mobile examination by a doctor other than your own GP?

Yes  No

Yes  No

If Yes, would you be happy to have your examination carried out in your own home?

Yes  No

Yes  No

If Yes, please state

Preferred date(s)

Preferred date(s)

Preferred time(s)

Preferred time(s)

Contact telephone number

Contact telephone number

## Section F – About you and your health – continued

Failure to disclose relevant information will result in non-payment of a claim

### First (or only) Life Assured

### Second Life Assured – *If applicable*

8. Do you currently have, or have you ever had, any disease or disorder:

(a) of the heart, veins or arteries?

Yes  No

Yes  No

(b) of the kidneys?

Yes  No

Yes  No

(c) of the bladder or urinary system?

Yes  No

Yes  No

(d) of the stomach, bowel or intestines?

Yes  No

Yes  No

(c) of the bladder or urinary system?

Yes  No

Yes  No

(d) of the stomach, bowel or intestines?

Yes  No

Yes  No

(e) of the liver?

Yes  No

Yes  No

(f) of the lungs or respiratory system?

Yes  No

Yes  No

(g) of the brain, neurological or nervous system?

Yes  No

Yes  No

(h) of the blood?

Yes  No

Yes  No

(i) of the eyes?

Yes  No

Yes  No

If **Yes** to any of these, please confirm dates, treatment and any current symptoms

## Section F – About you and your health – continued

Failure to disclose relevant information will result in non-payment of a claim

### First (or only) Life Assured

### Second Life Assured – *If applicable*

9. Do you currently have, or have you ever suffered from:

(a) high blood pressure?

Yes  No

Yes  No

(b) high cholesterol?

Yes  No

Yes  No

(c) a stroke or mini-stroke?

Yes  No

Yes  No

(d) chest pain?

Yes  No

Yes  No

(e) diabetes?

Yes  No

Yes  No

(f) multiple sclerosis or epilepsy?

Yes  No

Yes  No

(g) any form of paralysis or movement disorder?

Yes  No

Yes  No

(h) any form of cancer, lump, growth or a mole changing in shape or size?

Yes  No

Yes  No

(i) rheumatoid arthritis?

Yes  No

Yes  No

(j) any form of mental illness including anxiety, depression or stress?

Yes  No

Yes  No

If **Yes**, please confirm dates, treatment and any current symptoms

## Section F – About you and your health – continued

Failure to disclose relevant information will result in non-payment of a claim

### First (or only) Life Assured

### Second Life Assured – *If applicable*

10. Are you currently suffering from, or have you in the past suffered from, any physical complaint or disability, illness or injury not mentioned above?

Yes  No

Yes  No

If Yes, please confirm dates, treatment and any current symptoms

11. Have any of your parents, brothers, sisters before the age of 66 suffered or died from:

(a) cancer Yes  No   
(b) diabetes Yes  No   
(c) heart disease Yes  No   
(d) high blood pressure Yes  No   
(e) kidney disease Yes  No   
(f) stroke Yes  No   
(g) multiple sclerosis Yes  No   
(h) any other form of hereditary/familial disorders? Yes  No

(a) cancer Yes  No   
(b) diabetes Yes  No   
(c) heart disease Yes  No   
(d) high blood pressure Yes  No   
(e) kidney disease Yes  No   
(f) stroke Yes  No   
(g) multiple sclerosis Yes  No   
(h) any other form of hereditary/familial disorders? Yes  No

If yes, please give further details.

If yes, please give further details.

## Section G – Authority to access medical reports

Your Statutory Rights Under The Access To Medical Reports Act, 1988 & The Access To Personal Files & Medical Reports (NI) Order 1991

### Important notes

We may need to send your application and relevant medical reports to our reassurers for their opinion or agreement of the terms offered. Or, we may need to send them at a later stage for purposes relating to managing the plan. You can get details of general reassurance principles and details of any company we use to assess your application from our head office.

If we ask you to come for a medical examination, we will need to share the application information with another company we have authorised. They will make the arrangements for the examination to take place.

We have a confidentiality policy in place, which means we hold your medical information securely and access is limited to authorised individuals who need to see it.

You are entitled to ask for a copy of our estimate, based on a standard assessment, and a copy of your application form at any time.

### Access to medical reports

We may need to get medical reports to support your application. Before we can ask any doctor that you have consulted to fill in a report, we need your permission under the Access to Medical Reports Act 1988. Your rights under the Act are as follows.

You do not need to give your permission, but if you do not, we may not be able to go ahead with your application. This does not prevent you from applying to other companies for insurance.

**You can ask to see the report before the doctor returns it to us. If this is the case, we will tell the doctor to keep the report for 21 days so that you can arrange to see it.**

If you have not made arrangements to see the report within this time, your doctor will send the report to us.

If you choose not to see the report at this stage, you may ask the doctor for a copy within six months of it being sent to us. We can send a copy of the report to your doctor if you ask to see it at a later date.

If you think that any part of the report is not correct or is misleading, you may ask the doctor to amend it. If your doctor refuses to make the amendments, you may ask him or her to attach a statement outlining your views, which will then accompany the report.

Your doctor can withhold access to the report if he or she feels that it would cause physical or mental harm to you or others.

The medical report your doctor fills in asks about the following.

### Your current health

- Any care, medication or treatment you are currently receiving
- The results of referrals or tests you are waiting for
- Any time off work in the last three years

### Your past health

- Details of any relevant illness, trauma, or referrals for specialist advice or treatment, hospital admissions, consultations with your GP or any other medical adviser, therapist or counsellor, in particular whether you have a history of:
  - malignancy (cancer), cardiovascular (heart) disease, diabetes, and degenerative (gradually worsening) diseases;
  - musculo-skeletal disease or injury, for example, arthritis, rheumatism, back problems or any other disorder of the joints or muscles;
  - anxiety, depression, neurosis (such as phobias, obsessions and so on), psychosis (a mental disorder where you lose contact with reality), stress or fatigue;
  - suicidal thoughts or attempts at suicide; or
  - conditions related to drug or alcohol misuse or smoking or chewing tobacco.
- Details of any biopsies, blood tests, electrocardiograms (heart tests), height, weight if measured in the last two years, urinalyses (tests on urine), x-rays or other investigations
- Any blood pressure readings in the last three years
- Any history of disease among your parents or brothers or sisters that you have told your doctor about

We have asked your doctor not to reveal information about:

- negative tests for HIV, hepatitis B or C;
- any sexually-transmitted diseases unless there could be long-term effects on your health; or
- predictive genetic test results unless there is a favourable test result which shows that you have not inherited a condition your family suffers from.

The information you and your doctor provide about your health may result in us:

- refusing to provide insurance;
- increasing the payment you need to make into the bond above standard rates; or
- setting the payment you need to make into the bond at standard rates.

If you have any questions about your rights under the Act or questions relating to the process of getting, assessing or storing medical information, please write to:

**The Chief Medical Officer, Prudential International Assurance plc, Montague House, Adelaide Road, Dublin 2, Ireland.**

## Section G – Authority to access medical reports – continued

Each Life Assured must tick one of the boxes below.

I **do not** want to see the report before it is sent to the company

First (or only)  
Life Assured

Second Life  
Assured  
(if applicable)

I **do** want to see the report before it is sent to the company

**Important Notice:** For your own benefit and protection you should read the declaration, important notes and information relating to your rights under the Access to Medical Reports Act before signing this form. If you do not understand any point please ask your financial adviser for further information.

### Declaration

- I agree to you asking any doctor I have consulted about my physical or mental health to provide medical information so you may assess my proposal. You may gather relevant information from other insurers about any other applications for life, critical illness, sickness, disability, accident or private medical insurance that I have applied for. I authorise those asked to provide medical information when they see a copy of this consent form. This form allows you to gather medical reports within six months of the start of the bond, or after my death, to support any claim made on the bond proceeds.
- This information can also be used to maintain management information for business analysis.

Signature of First (or only) Life Assured

Dated

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

Signature of Second Life Assured

Dated

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

### 1. Confirmation by each Applicant

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

Please read the key features document, as this will provide you with important information regarding the key risks and benefits of the product to help you make a decision. Please also read the Funds guide, as this will provide you with full details of the funds available, their objectives, Prudential International's risk rating of these funds and the charges and costs to help you select the funds suitable for your needs. You can get these documents from your financial adviser.

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

I confirm that:

- a) the information given in this Application Form and any schedule or other document relating to this application is true and complete to the best of my knowledge and belief.
- b) I declare that I have taken reasonable care to answer all of the questions in this form honestly and to the best of my knowledge (and to the best of my knowledge and belief no other person involved in this application has concealed or omitted any information).
- c) I will take reasonable care to notify you if between the completion of the Top-up Application and your acceptance of my investment, I become aware that any of the answers I have given in this Form are no longer true.
- d) I have taken reasonable care to answer all of the questions in this form honestly and to the best of my knowledge.
- e) I authorise Prudential International to invest any additional payments made into the bond on the same terms as the initial payment unless otherwise stated and agreed.
- f) I will notify Prudential International Assurance plc if I change the country in which I reside, if the rights conferred by the contract come to be held subject to a trust, or are transferred to another individual or body.
- g) I acknowledge and accept that the validity, construction and performance of any contract entered into between Prudential International and me/us shall be governed by English Law. Any dispute arising under or in connection with the contract shall be subject to the exclusive jurisdiction of the English Courts to which I hereby submit.
- h) As a consequence of my investment and, where applicable, I authorise and direct Prudential International to pay on my behalf all taxes, levies and other similar payments payable to my home country's taxation and revenue authorities from the funds from which the bond derives its value, which I acknowledge will result in a corresponding reduction in the value of the bond. I also confirm that I have sought taxation advice on this investment in the country in which I am resident.
- i) I understand that a copy of the terms and conditions, and the completed Application Form, are available on request.

### PRIVACY NOTICE

#### 2. How we use your personal information

We, Prudential International Assurance Plc (PIA), take the privacy and protection of your personal information seriously. PIA will operate as the data controller in respect of the data we collect about you.

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

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

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

We, M&G plc\* and our Business Partners\*\*, will use the personal information you provide to us, together with other information, for the following purposes:

- the administration of our products and services, including to enable us to perform our obligations to you and to provide any relevant services as discussed with you prior to any purchase of a product or service;
- complying with any regulatory or other legal requirements;
- carrying out checks using agencies such as credit reference agencies, tracing companies, or publicly available information (See Part B for more);
- the provision of customer services – like to reply to a question, or tell you that something's changing;
- automated decision-making or profiling (see Part C for more);
- keeping your information on record and carrying out other internal business administration.

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

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

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

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

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

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

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

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

### Part B – Reference checks

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

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

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

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

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

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

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

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

### Part E – You're in control

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

- request a copy of your personal information for free (we may charge you for this if the request is manifestly unfounded or excessive). We shall respond as soon as reasonably possible and at the latest within 30 calendar days from the date of your request;
- in certain circumstances request that we move your personal information to another organisation if you want us to;
- request that we correct anything that's wrong, or complete any incomplete personal information;
- ask us to delete your personal information if it is no longer needed for the purposes set out in Part A or if there is no other legal basis for the processing;
- limit how we use your personal information or withdraw your consents you have given for the processing of your personal information (including consents to automated decision making);
- object to us using your personal information for direct marketing (including related profiling) or other processing based on legitimate interests;
- complain to a data protection authority or another independent regulator about how we're using it.

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

If you do need to speak to us, it'll be useful to have to hand that the data controller of your personal information is PIA. PIA has also appointed a Data Protection Officer who can be reached at the details shown in the '**Contact Us**' section of this document.

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



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

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

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

If for any reason you are concerned as to whether you are permitted to provide us with the other person’s information, please contact us on the phone number provided in the ‘**Contact Us**’ section before sending us anything.

### Part G – Direct marketing

From time to time, we, M&G plc, our Business Partners and our Marketing Partners may like to contact you by electronic or non-electronic means with details about products, services and any special offers. Please note that any consent you give will not apply to M&G Investments Group and Prudential UK as they operate their own customer databases.

And if you change your mind, and/or you would like to opt-out of receiving direct marketing, it’s easy to let us know. Just contact us at the details noted in the ‘**Contact Us**’ section.

### Contact Us

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

Write to us at: **Data Protection Officer  
Prudential International  
Montague House  
Adelaide Road  
Dublin 2**

Call us on: **+353 1 483 0500**

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

## Section H – Declaration – continued

### 3. Application – by the Applicant(s)

Please issue the bond on the basis specified in this Application Form.

It is our normal procedure to issue policy documents direct to the policyholder. If you would prefer us to issue these to your financial adviser, please tick the box below.

Please issue policy documents to my/our financial adviser

### 4. Signatories – to be signed by each Applicant<sup>5</sup>

#### First (or only) Life Assured

Signature

Full name

Date

D	D	M	M	Y	Y	Y	Y
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#### Second Life Assured – *If applicable*

Signature

Full name

Date

D	D	M	M	Y	Y	Y	Y
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#### Important: Sharing Information with Us

You should take reasonable care to answer all of the questions in this Form honestly and to the best of your knowledge. If you do not do so, this may lead to the cancellation of the Bond. In addition, this could also delay the processing of your Top-Up, affect entitlement to benefits under the Bond and/or may result in any claim being rejected or not paid in full.

If between completion of the Top-up Application and acceptance of your investment you become aware that any of the answers you have given are no longer true, you should notify us.

#### Notes

<sup>5</sup> If there are more than two applicants please photocopy this Declaration, complete and send in with this application.

## Section I – Declaration of residence outside Ireland

Each Applicant must read these definitions and then complete the declaration on the next page.

Please note that the declaration below regarding non-residence in Ireland must be completed before we can make payments.

**Important** – Irish “Exit” Tax may be applied to the bond (for example on payments from the bond) if this declaration is not completed.

### Residence – company

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

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

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

If this declaration is being made in any of the following scenarios:

- whilst in the process of setting up the policy;
- setting up a series of regular withdrawals or;
- making a first partial encashment an additional declaration is required:

I/we/the company\* hereby undertake to inform the insurance company of any change in my/our/the company’s\* country of residence during the life of the policy.

\* Delete as appropriate

### Residence – individual

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

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

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

### Ordinary residence – individual

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

An individual who has been ordinarily resident in the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2008 and departs from the State in that year will remain ordinarily resident up to the end of the tax year 2011.

## Section I – Declaration of residence outside Ireland – continued

### Declaration of residence outside Ireland

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

**Important Notice:** For your own benefit and protection, you should read the terms detailed in the “residence definitions” above before signing this form. If you do not understand any point please ask your financial adviser for further information.

I/We\* declare that:

- I am/We are/The Company is\* the applicant in respect of which this declaration is being made.
- I am/We are/The Company is\* not resident or ordinarily resident in Ireland.

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

- I/We/The Company\* hereby undertake(s) to inform Prudential International of any change in my/our/the Company's\* country of residence during the life of the policy.

Name of First Applicant\*/Trustee\*/Company\*(in full)

Name of Second Applicant (in full)

Address of Applicant\*/Trustee\*/Company\*:

Postcode

Address of Second Applicant:

Postcode

Signature of first Applicant or authorised signatory:

Signature of second Applicant or authorised signatory:

Date of this declaration:

D	D	M	M	Y	Y	Y	Y
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Date of this declaration:

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

\*Delete as appropriate

If there are more than two trustees please photocopy this declaration, complete and send in with this application.

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

This declaration must be signed by Applicants who are neither resident nor ordinarily resident in Ireland or by personal representatives signing on behalf of deceased persons. Where the Applicant is a company, the declaration must be signed by the company secretary or such other authorised officer. It may also be signed by a person who holds power of attorney from the Applicant. A copy of the power of attorney should be enclosed with this declaration.

### Applicant checklist

Section A, B and D – have been completed and the Declaration of beneficial ownership (INVF11577) has been completed if applicable.

Section C – has been fully completed. Source of your payment/wealth is required under Money Laundering Requirements.

Section F – About you and your health has been completed.

Section G and H – Declaration sections have been read and signed.

Section I – Declaration of residence outside Ireland has been fully completed and signed.

## To be completed by your Financial Adviser

Adviser name

Adviser reference no

Telephone number

Email address

Address

Postcode

Fax number

If there are more than two trustees, please photocopy this page, complete and send in with this application.

\*Please delete as appropriate

### Party A

Name of First Applicant\*/Trustee\*/Company\* (in full)

Address of First Applicant\*/Trustee\*/Company\*

Postcode

### Party B

Name of Second Applicant\*/Trustee\*/Company\* (in full)

Address of Second Applicant\*/Trustee\*/Company\*

Postcode

If top-up is rated provide new terms on the following basis

Maintain premium, reduce sum assured

OR

Maintain sum assured, increase premium

The top-up will start as soon as underwriting is complete unless indicated below

Top-up start date:



Please ensure you complete the checklist overleaf

## To be completed by your Financial Adviser – continued

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

### Financial adviser checklist

I enclose personal identification<sup>6</sup> of the Applicant(s)/Trustee(s)/Third Party(ies)\*/Beneficial owner(s)\*

I enclose address verification<sup>6</sup> for all Applicant(s)/Trustee(s)/Third Party(ies)\*/Beneficial owner(s)\*

For corporate and non-corporate trusts I enclose the completed Declaration of beneficial ownership (INVF11577)

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

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

\* Please delete as applicable

### Notes

<sup>6</sup> For AML requirements, please refer to “Anti-Money Laundering (AML) Requirements – Guide for New Business, Top-ups and Payments Out” (IPBB10303)

Blank area for notes.

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

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