



## ISLE OF MAN ASSURANCE LIMITED

**Registered Office:** IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP,  
British Isles

**Telephone:** United Kingdom (0) 1624 681200

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### THE INDIVIDUAL PORTFOLIO BOND POLICY

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In consideration of the payment of the Premium stated in the Schedule which is deemed to form an integral part of this Policy (hereinafter referred to as the Schedule) **ISLE OF MAN ASSURANCE LIMITED** (hereinafter referred to as IOMA), a Company duly incorporated in the Isle of Man with limited liability, and having its Registered Office situate at IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP, British Isles, HEREBY AGREES to pay the Benefits described in this Policy, subject to the terms and conditions contained herein.

SIGNED for and on behalf of **ISLE OF MAN ASSURANCE LIMITED** at Douglas, Isle of Man, British Isles on the date stated in the Schedule.

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**DIRECTOR**

*This is a valuable document. Please ensure it is kept in a safe place, as IOMA will require it to be produced on the making of any claim or surrender.*

## **POLICY CONDITIONS**

### **1. DEFINITIONS**

In this Policy the following words shall have the following meanings, unless the context otherwise requires:

**Assured:** as stated in the Schedule. Provided that where there is more than one person named in the Schedule as the Assured, any reference within the Policy to the death of the Assured or any power or discretion being exercised during the life of the Assured or prior to the death of the Assured, shall be deemed to be a reference to the life or death of the survivor of all persons named as the Assured.

**Beneficiary/  
Beneficiaries:** as stated in the Schedule.

**Benefits:** all monies payable to the Policyholder, the Policyholder's successors in title or the Beneficiary or the Beneficiaries, as the case may be, in accordance with the provisions hereof.

**Commencement  
Date:** as stated in the Schedule.

**Policyholder:** means the Policyholder named in the Schedule and (where the context admits) his/her successors in title. Provided that where there is more than one person named in the Schedule as the Policyholder, any reference to the Policyholder within the Policy shall mean the joint Policyholders or the survivor of them and (where the context admits) the successors in title to that survivor.

**Premium:** the Premium shown in the Schedule . The Policyholder may pay Additional Premiums subject to IOMA's terms and conditions for the time being in force.

**The Policy:** these Conditions, including the Schedule and any endorsement, setting out the terms of this insurance.

### **2. BASIS OF CONTRACT**

- (a) The Proposal and Declaration made by the Policyholder shall form the basis of the contract between the Policyholder and IOMA.
- (b) The Policy cannot be amended or modified, or any conditions waived or extended in any respect except with the written consent of IOMA, endorsed on the Policy, and signed by a Director or the Life Manager for the time being of IOMA.

IPB/01/2001

**3. COMMENCEMENT DATE**

This policy shall commence on the Commencement Date stated in the Schedule.

**4. PREMIUM**

The Premium paid is as stated in the Schedule.

**5. INVESTMENT ACCOUNT**

- (a) The Premium (less initial fees deducted in accordance with the provisions of Condition 6) shall be transferred to a segregated account (hereinafter referred to as the 'Investment Account') which is identified by the Policy Number stated in the Schedule.
- (b) The monies held in the Investment Account shall be invested at the sole discretion of IOMA in bank deposits (in whatever currency), shares, stocks, bonds, debentures, debenture stock, units, sub-units, securities or other investments of whatsoever nature and wheresoever situate (the Investments).
- (c) All dividends and other income payable from time to time in respect of the Investments shall be added to the capital of the Investment Account.
- (d) There shall be deducted from the Investment Account, the Expenses detailed in Condition 7 hereof.
- (e) **Value of the Investment Account:**
  - (i) The Value of the Investment Account shall be calculated by IOMA from time to time in accordance with the Conditions of this Policy. In calculating such Value, IOMA shall have regard to uninvested cash, accrued income and the market value of the remainder of the Investments (after deduction of any Expenses due in accordance with Condition 7 hereof) and shall make due allowance for all fees, commissions, expenses, taxes or charges and other financial liabilities for which IOMA is or may become liable under the Investment Account.
  - (ii) The Investment Account shall be valued in the currency stated in the Schedule. In determining the value of investments in other currencies, the value shall be converted at the rate of exchange prevailing on the date of valuation.
  - (iii) The market value of the Investments shall be determined by IOMA by reference to any relevant criteria as IOMA may, in its sole discretion, determine.
  - (iv) IOMA shall be entitled to rely upon a statement as to the value of any investment or the rate of exchange prevailing at any time if they believe it to be genuine and to be given by a person who in their opinion is competent to make such statement.

## 6. INITIAL FEES

IOMA may deduct from the Premium (and any Additional Premiums), the Initial Fee stated in the Schedule, by deduction to be made on receipt of the Premium and any Additional Premiums.

## 7. EXPENSES

There shall be deducted from the Investment Account from time to time, and at any time (whether from the capital or income thereof) such amounts as IOMA in its sole discretion considers appropriate in respect of the following:

- (a) The Annual Management Charge as stated in the Schedule shall be calculated and deducted quarterly in arrears in proportion to the value of the Investment Account on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December each year.
- (b) All fees, commissions, disbursements, expenses, taxes, duties, interest and other charges incurred in the purchase, sale, valuation, safe custody or maintenance of the Investments, including but without prejudice to the generality of the foregoing, stamp and other duties, governmental charges, brokerage, commission, valuation fees and administration costs charged by IOMA in connection with the trading and switching of investments.
- (c) A fee of SEK 350.00 shall be payable in respect of each investment transaction undertaken and executed in connection with this Policy.
- (d) All other professional fees, payable by IOMA in respect of any advice obtained concerning the Investments and /or the interpretation, construction, obligations of or arising under this Policy, or any part thereof, or any audit or inspection of the Investment Account.
- (e) All taxes, including but not limited to withholding tax, payable in respect of or deducted from any income derived from the Investments and any Capital Gains accruing to the Investments, including, but without prejudice to the generality of the foregoing, any taxes payable by IOMA or to which IOMA may become liable, attributable to the Investment Account or the Investments on the basis that such Account or such Investments constitute the whole of IOMA's Life Assurance Fund without any allowances.
- (f) Any indirect tax (including but not limited to Value Added Tax) for the time being payable to any person, persons, firm, body corporate, local, municipal or central government or authority.
- (g) All other liabilities, expenses, taxes, duties, levies or charges whatsoever in connection with the Investments and /or the Investment Account and/or made on IOMA and referable to the Investments and /or the Investment Account.

- (h) The cost of providing the Death Benefit hereunder shall be calculated and deducted quarterly in arrears on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December each year. IOMA reserves the right to review the mortality premium charged hereunder and may increase the premium if its experience under all Individual Portfolio Bond policies has varied significantly from the assumptions used in calculating the existing premiums. This experience shall take into account but not be limited to mortality and investment conditions. Any increase shall be uniformly applied to all policyholders under this class of business.

## **8. EVENTS ON WHICH THE BENEFITS BECOME PAYABLE**

- (a) Subject to the terms and conditions of this Policy the Death Benefit shall become payable in accordance with Condition 9 hereof in the event of the death of the Assured.
- (b) Before settlement of any claim hereunder, IOMA shall be entitled to receive due proof of the death of the Assured and the title of the claimant and such other information as IOMA may reasonably require.
- (c) Upon termination of this Policy by death, or otherwise, any settlement shall be conditional upon the surrender to IOMA of this Policy and IOMA shall deduct from the amount payable any indebtedness hereunder.
- (d) For the purposes of this Condition, in the event that there is more than one person named as the Assured, the references to the death of the Assured herein shall be deemed to mean the death of the last to die of such Assureds.
- (e) On the death of any person named as the Assured (such person not being the last Assured to die) the Death Certificate of such deceased person together with this Policy shall be produced to IOMA and this Policy shall be duly endorsed by Memorandum by IOMA recording the death of the person to whom the Death Certificate relates and after such endorsement this Policy shall be returned to the Policyholder.

## **9. BENEFITS**

On the death of the Assured and following receipt of proof of the Assured's death and such other information as IOMA may reasonably require in accordance with Condition 8 (b) hereof, IOMA shall, within 28 days pay the Death Benefit stated in the Schedule, after deduction of any charges or indebtedness hereunder.

**PROVIDED THAT** IOMA may, at its sole discretion, satisfy any sums payable under the terms of this Condition by the transfer to the Policyholder or the Policyholder's successors in title or the Beneficiary or the Beneficiaries, as the case may be, of all or part of the investments held in the Investment Account.

**AND PROVIDED FURTHER THAT** if IOMA considers it necessary to realise all or part of the Investments held in the Investment Account in order to pay the Benefits hereunder, IOMA may, at its sole discretion, defer the payment of the Benefits until such time as all or part of such Investments have been realised and the cash proceeds have been received by IOMA, and IOMA shall not be liable to the Policyholder or the Policyholder's successors in title or the Beneficiary or the Beneficiaries, as the case may be, for any cancellation charges, penalties or loss of interest arising as a result of such a sale.

#### **10. OWNERSHIP AND BENEFICIARIES**

- (a) Subject to the provisions of paragraph (b) hereof, prior to the death of the Assured, the Policyholder alone (and where the context so admits his/her successors in title) shall be entitled to all rights and Benefits under this Policy.
- (b) In the event a Beneficiary shall be so named under this Policy the Death Benefit shall be payable upon the happening of the death of the Life Assured to the Beneficiary nominated and as most recently notified to IOMA. Subject to the rights of any Beneficiary the Policyholder shall have the right to change or remove the Beneficiary at any time. If no named Beneficiary survives the Life Assured the Beneficiary shall be the Policyholder or the estate of the Policyholder. The interest of the Beneficiary shall be subject to the rights of any Assignee.

#### **11. SURRENDER**

- (a) During the subsistence of this Policy and before the death of the Assured, the Policyholder (or subsequent to the death of the Policyholder, the Policyholder's successors in title) may surrender this Policy in full or in part following receipt by IOMA of Notice in writing in such form as IOMA shall from time to time determine, duly executed by the Policyholder or the Policyholder's successors in title, as the case may be.
- (b) The Notice of Surrender, in accordance with Paragraph (a) of this Condition, must be accompanied by this Policy which will be cancelled or endorsed as appropriate.
- (c) Following receipt of the Notice of Surrender in accordance with paragraphs (a) and (b) of this Condition, IOMA shall within 28 days pay to the Policyholder or the Policyholder's successors in title, as the case may be, the Value of the Investment Account at such time, or if the Policy is surrendered in part only, the amount to be surrendered, after deduction of any charges or indebtedness hereunder.

**PROVIDED THAT** IOMA may, at its sole discretion, satisfy any sums payable under the terms of this Condition by the transfer to the Policyholder or the Policyholder's successors in title, as the case may be, of all or part of the Investments held in the Investment Account.

**AND PROVIDED FURTHER THAT** if IOMA considers it necessary to realise all or part of the Investments held in the Investment Account in order to pay the surrender value hereunder, IOMA may at its sole discretion, defer the payment hereunder until such time as all or part of such investments have been realised and the cash proceeds have been received by IOMA, and IOMA shall not be liable to the Policyholder, or the Policyholder's successors in title, as the case may be, for any cancellation charges, penalties or loss of interest arising as a result of such sale.

- (d) It is hereby agreed that notwithstanding anything contained in this Condition, the Policyholder shall not be entitled to surrender part of this Policy if the aggregate value of the monies remaining allocated to it shall be less than SEK500,000.

## **12. PAYMENT**

Any sums payable by IOMA in accordance with the provisions of this Policy shall be satisfied by payment by IOMA at its Registered Office in the currency stated in the Schedule or such other currency as IOMA shall from time to time determine **PROVIDED THAT** IOMA may in its sole discretion satisfy any sums payable under this Policy by transfer to the Policyholder, the Policyholder's successors in title, the Beneficiary or the Beneficiaries as the case may be, any Investments held in the Investment Account and such transfer shall be accepted by the Policyholder, the Policyholder's successors in title, the Beneficiary or the Beneficiaries in full and final satisfaction of all claims on IOMA arising under this Policy.

## **13. TERMINATION**

All cover under this Policy shall terminate when any one or more of the following events occur:

- (a) The death of the Assured, or
- (b) This Policy is surrendered in full in accordance with the provisions stated in Condition 11 hereof.

#### **14. ASSIGNMENT**

- (a) At any time during the Assured's life the Policyholder may, with the prior written consent of IOMA and subject to any other consent which IOMA deems necessary:
  - (i) assign this Policy, or
  - (ii) assign this Policy by way of security only but such assignment shall not be deemed to constitute the Assignee the Policyholder:
- (b) Any Assignment as aforesaid shall become effective from the date of actual receipt by IOMA of Notice of Assignment in such form as IOMA shall from time to time determine. The Notice of Assignment shall be duly executed by the Policyholder. IOMA is not responsible for the validity of any assignment.

#### **15. REPORTS**

IOMA shall provide the Policyholder during the subsistence of this Policy with Investment Account Valuation Reports detailing the value of the Policy assets and all charges since the last report and prepared as at 30<sup>th</sup> June and 31<sup>st</sup> December each year. In the event an interim Valuation Report is required a fee of SEK 750.00 shall become payable.

#### **16. INDEMNITY**

IOMA shall not be under any liability to the Policyholder or the Policyholder's successors in title and/or the Beneficiary or the Beneficiaries on account of any loss sustained to the value of the assets and/or the Investments for the time being comprising the Investment Account as a result of any investments made by IOMA or to any loss whatsoever sustained to the value of such assets and/or the Investments, or by virtue of the deferral by IOMA of the payment or satisfaction of any Benefits due under this Policy or in consequence of the deferment of the sale of investments which are not readily realisable, unless the same is sustained as the result of the wilful default or fraud by IOMA, its successors in title and /or its officers and servants.

#### **17. GENERAL PROVISIONS**

- (a) No notice required to be given to IOMA under the terms of this Policy shall be deemed effective unless it is in writing addressed to IOMA at its Registered Office for the time being, is duly executed by the appropriate person, persons, firm or body corporate and there is attached thereto this Policy or any other documents required to be attached to such notice in accordance with the terms of this Policy and such notice is actually received by IOMA at its Registered Office for the time being.
- (b) If the Assured's age or sex is mistaken on the application form, IOMA may make such adjustment as it deems appropriate to the Benefits hereunder. Age means age as at the Commencement date.



- (c) This Policy will not participate in the profits of IOMA.
- (d) Headings are included in this Policy for ease of reference only and shall not affect the interpretation of these Conditions.
- (e) Unless the context otherwise requires, words in this Policy importing the masculine gender shall include the feminine and neuter genders; the singular shall include the plural; and vice versa.
- (f) Where there is more than one person named in the Schedule as the Policyholder, in all matters falling within the scope of this Policy, IOMA shall only be required to act in accordance with the joint instructions of each Policyholder except upon receipt of proof of death of one of the Policyholders when IOMA shall act in accordance with the instructions of the surviving Policyholder.

**18. NOTICE**

Any notice required to be given or any payment required to be made by IOMA to the Policyholder, or the Policyholder's successors in title or the Beneficiary or the Beneficiaries in accordance with the terms of this Policy, may be sent by pre-paid Recorded Delivery post to the other party at its Registered Office for the time being or in the case of an individual or individuals at his/her or their last known place of abode. A notice or demand sent by Recorded Delivery post shall be deemed served 7 days after posting.

**19. PROPER LAW**

This Policy shall be governed by and construed in accordance with the Laws of the Isle of Man.