



# Offshore Personal Portfolio Bond

**keyfacts**®

## Key Features

The Financial Conduct Authority (FCA) is the independent financial services regulator. It requires us, Isle of Man Assurance Limited ("IOMA") trading as IOMA Life, to give you this important information to help you decide whether our Offshore Personal Portfolio Bond (the "Bond") is right for you. You should read this document carefully so that you understand what you are buying, and keep it safe for future reference.

### THE AIMS OF THE BOND

- To provide the opportunity to achieve tax efficient capital growth through investment into a choice of fund options or other permitted investments.
- To provide you with reasonable access to your investment at anytime.

### YOUR COMMITMENTS

- An investment of a lump sum of at least £10,000 unless otherwise agreed by IOMA Life. Surrenders of individual policies may not reduce the value of the Offshore Personal Portfolio Bond below £1,000.
- You should view your investment in the light of your investment objectives.

### RISKS

- The return achieved by the Bond will depend upon the fund options you select and the performance of the investments selected.
- The value of your Bond may fall as well as rise.

- If the Bond is surrendered the proceeds may be less than the original investment. The amount you get back will depend on the performance of the funds and assets you choose, how long you invest for, our charges and any withdrawals you make from the Bond.
- If you use your right to cancel as set out in this document you will get back the amount you invested less any fall in the value of the underlying assets of your Bond at the time we receive your notice to cancel provided that certain asset classes such as put and call options in respect of derivatives will be valued as at the expiry date of the options for these purposes and not the date upon which notice to cancel is received by us. This will not include any initial Adviser Charge that has been paid on your behalf.
- If you use your right to cancel referred to above in respect of a premium which has been wholly or partly paid in specie to IOMA Life then to the extent the in specie premium is still identifiable or traceable IOMA Life will return such premium in specie whether or not the in specie payment has risen or fallen in value without being liable for any loss thereon
- If you make regular or one-off withdrawals which exceed the growth in the value of your Bond, the value of your investment will be eroded.
- Past performance is not necessarily a guide to future performance.
- Where an asset allocated to your Bond is denominated in a currency other than Sterling, changes in the rate of exchange may cause the value of the investment to go up or down.
- The charges may be increased in the future.
- The taxation position of the Bond in the United Kingdom, the Isle of Man and any other jurisdiction relevant to you is not guaranteed and is subject to changes in legislation. You are strongly recommended to consult a professional adviser to satisfy yourself as to your tax position as this Bond may constitute a personal portfolio bond for the purposes of UK tax legislation.
- Similarly, your own tax position may change from that which currently applies.
- You should view your investment regularly in the light of your investment objectives. Encashment or withdrawal in the first three years of your policy may result in a surrender charge.
- If you invest in any property asset or fund that holds property, IOMA Life has the right to delay switching any amounts out of the fund or paying claims for up to 6 months if IOMA Life thinks this is necessary to protect other policyholder's interests.



## YOUR PERSONAL ILLUSTRATION

The enclosed Illustration shows how the Offshore Personal Portfolio Bond may work for you. This is an illustration only and is not intended as a forecast, projection or warranty of investment performance by IOMA Life. The actual performance will depend entirely on the investment performance of the funds which you select and which are allocated to the Bond.

## QUESTIONS AND ANSWERS

### 1. WHAT IS THE OFFSHORE PERSONAL PORTFOLIO BOND?

The Bond is a series of single premium whole of life assurance policies issued by IOMA Life.

Your premium will be invested in the available funds or other permitted investments selected by you in the application form or by you or the appointed Investment Manager. The value of the investments will dictate the value of the Bond.

### 2. WHO CAN INVEST IN THE OFFSHORE PERSONAL PORTFOLIO BOND?

Anyone over the age of 18. Investments can be made by Individuals, Trustees or Corporate applicants. The Bond may have joint Policyholders.

### 3. HOW MUCH CAN I INVEST?

The minimum initial investment is £10,000 there is no maximum investment.

Additional premiums can be paid into the Bond at any time subject to a minimum of £1,000.

### 4. HOW DO I APPLY FOR A BOND?

Before applying for a Bond you should consult your financial adviser and read this document. You must then:

- Complete the application form for the Bond.

- Provide the proof of identity and residential address documents as detailed in the application form and evidence of the source of wealth and funds for your investment.

Your financial adviser will assist you with this process. The application form and supporting documentation should be sent to the address on the forms.

If IOMA Life approves your application you will be sent a cancellation notice. If you do not cancel, you will receive your policy document from IOMA Life.

### 5. CAN I TAKE REGULAR WITHDRAWALS OF CAPITAL FROM MY BOND?

You can decide to make regular withdrawals of capital from your Bond at any time subject to a minimum withdrawal of £1,000 on each occasion. Any withdrawal of capital in excess of 5% per annum may attract an income tax liability.

Any withdrawals must not reduce the value of your Bond to below £1,000.

### 6. WHAT HAPPENS IF I WANT TO SURRENDER PART OR MY ENTIRE BOND?

You may make a part or total surrender from the Bond at any time, subject to a minimum surrender of £5,000.

### 7. HOW IS MY MONEY INVESTED?

Each premium, after charges is invested in to your Bond.

You may invest in any one, or more, of IOMA Life's internal unit linked life funds made available for investment by Policyholders of IOMA Life.

Alternatively, you can request the appointment of an Investment Manager to select IOMA Life Funds and/or other externally permitted investments, which are not managed by IOMA Life, to be allocated to your Bond.

### 8. HOW MUCH WOULD I RECEIVE ON ENCASHMENT?

The amount you receive from regular withdrawals of capital or from a partial encashment, or from a total surrender will depend on the price of the units in the fund options selected by you, or your Investment Manager, which are allocated to your Bond and any ongoing or surrender charges that may be applicable.

### 9. DOES THE POLICY INCLUDE LIFE COVER?

The death benefit will be equal to 100% of the surrender value of the Bond plus £100. The Bond does not provide any significant element of life cover beyond the value of the investment at the date of death.

### 10. WHAT ARE THE CHARGES AND WHAT ARE THEY FOR?

#### Adviser Charge

You can instruct IOMA Life to facilitate Adviser Charge payments directly to your Adviser on your behalf. Any initial Adviser Charge will be deducted from your initial payment reducing the amount to be applied as the premium. Any on-going Adviser Charge would affect the level of your UK tax deferred withdrawal allowance. Ad-hoc Adviser Charges are permitted also and would affect the level of your UK tax deferred withdrawal allowance.

#### Bond Initial Charge

There will be an initial charge of 0.35%, which will be deducted from the premium prior to being invested in units in available funds for allocation to your Bond.



### **Bond Annual Management Charge**

An Annual Management Charge of 0.35% will be payable. This charge will be deducted annually in arrears, by applying the charge to the value of the Bond on the first working day of each Policy anniversary.

### **Fund Charges**

There may be charges on the fund options you select for investment within your Bond levied within the funds by the managers of those funds.

In addition there may be charges made by the appointed Investment Manager.

### **11. HOW CAN I FOLLOW THE PROGRESS OF MY BOND?**

Once a year, you will be sent a full valuation statement of the Bond setting out the transactions that have occurred and the current value of the assets allocated to the Bond. Quarterly valuations will be available online. More frequent valuations may be obtained at any time. These may be subject to an additional charge not exceeding £100.

### **12. WHERE CAN I OBTAIN FURTHER INFORMATION?**

Your Independent Financial Adviser will be happy to answer any further questions you may have including those about compensation arrangements which may apply.

### **13. CANCELLATION RIGHTS**

If cancellation rights apply to you after your proposal has been accepted you will receive a Notice of Your Right to Cancel. You will then have 30 days in which to change your mind, as required by law. Not all investors have cancellation rights. For example, you will not have a right to cancel if you are investing in the course of trade, business or profession.

If you exercise your right to cancel within 30 days of receipt of the cancellation notice, you will get back the amount you invested less any fall in the value of the underlying assets of the Bond at the time we receive your notice to cancel. Certain asset classes such as put and call options, in respect of derivatives, will be valued as at the expiry date of the options for these purposes and not the date upon which notice to cancel is received by us.

If you use your right to cancel referred to above in respect of a premium which has been wholly or partly paid in specie to IOMA Life then to the extent the in specie premium is still identifiable or traceable IOMA Life will return such premium in specie whether or not the in specie payment has risen or fallen in value without being liable for any loss thereon

If you instructed us to pay an initial Adviser Charge, this will not be refunded by IOMA Life. You should speak to your adviser about any repayment of an initial Adviser Charge.

### **14. HOW DO I PAY MY PREMIUM?**

Payment must be made in Sterling by cheque, banker's draft or Telegraphic Transfer to:

**Account:**

The Royal Bank of Scotland International Limited

**SWIFT:**

RBOSIMDX

**Account Name:**

Isle of Man Assurance Limited – Life

**Account number:**

58146347 (Ref Policy Number)

**Sort code:**

16-58-80

**IBAN Number if Requested:**

GB65RBOS16588058146347

Cheques should be made payable to Isle of Man Assurance Limited. If the cheque is not drawn on your personal account you will be asked to verify the source of the funds.

### **TAX**

IOMA Life is not liable to any income tax, capital gains tax or corporation tax in respect of the assets allocated to your Bond. The only exception may be withholding tax, which is tax withheld by some countries on dividend income and interest.

The UK Finance Act 1998 ('the Act') contains provisions relating to 'personal portfolio bonds'. The provisions of this Bond may make the Bond a "Personal Portfolio Bond" for the purposes of the said UK Finance Act and appropriate advice should be taken from your own professional advisors as to the implications to your tax position as a consequence.

Your tax position will depend upon a number of factors including your personal circumstances and you must obtain advice from your own financial adviser, both at the outset and throughout the life of your Bond. In particular you should ensure that you are able to satisfy any local tax, exchange control or insurance legislation or regulations applicable.



The UK Finance Act 1998 requires that, in certain circumstances, IOMA Life must disclose information concerning UK resident Policyholders to the UK Inland Revenue. This disclosure may be required when an event occurs which results in a gain being realised. Disclosure will be dependent upon the amount of any gain and whether or not we are aware, or believe, that the Policyholder was resident in the UK at the time the event occurred. A chargeable event may occur in the following circumstances:

- Death of the life assured
- Maturity of the policy
- Partial surrenders in any year in excess of the 5% of the initial premium for each year your bond has been held.

For further details, please consult your adviser.

#### **DATA PROTECTION**

The information provided by you will be held on our system to enable us to administer the Bond and may be used in the future to provide you with information on this and other products.

#### **REGULATION**

IOMA Life is authorised by the Isle of Man Government Financial Services Authority and is also regulated by the Financial Conduct Authority for UK Business. IOMA Life is not subject to the same regulatory system as that applicable in the United Kingdom. However, eligible holders of policies issued by IOMA Life, who are resident in the UK, may be protected by the United Kingdom Financial Services Compensation Scheme if the company should become unable to meet its liabilities to them. In addition, the Isle of Man Life Assurance (Compensation of Policyholders) Regulations 1991 protects investors by providing a statutory guarantee equal to 90% of the amount

of any liability of the insurance company under any life Policy. This compensation would be received in the unlikely event that the insurer became unable to meet its liabilities.

Please note that the Isle of Man compensation is not payable in the event that IOMA Life is solvent but providers of underlying investments within your Offshore Personal Portfolio Bond have failed. Alternative compensation arrangements may apply in such circumstances and you should seek further details from your adviser.

#### **LAW**

The Bond is construed in accordance with Isle of Man law. All communications relating to the Bond will be in the English language.

#### **ISLE OF MAN ASSURANCE LIMITED**

The Isle of Man & General Life Assurance Company was formed in 1971. In 1982 it changed its name to Isle of Man Assurance Limited. Isle of Man Assurance Limited is registered as a company in the Isle of Man.

#### **QUERIES AND COMPLAINTS**

For further information, or if you wish to complain about any aspect of the service you have received, please contact IOMA Life. If your complaint is not dealt with to your satisfaction you can complain to the Financial Services Ombudsman Scheme for the Isle of Man. Copies of our internal complaints procedure are available on request. Holders of policies issued by IOMA Life will not have the right to complain to the UK Financial Ombudsman Service.

#### **IMPORTANT NOTES**

IOMA Life will class all Policyholders as Retail Clients.

Past performance is not necessarily a guide to the future. The value of investments can go down as well as up. References to legislation and taxation in this leaflet are based on IOMA Life's understanding of current law, which may change without notice.

This is a brief guide to the features of the Offshore Personal Portfolio Bond and should be read in conjunction with the brochure. Full details are contained in the Policy which is a legally binding contract of insurance between you and IOMA Life.

IOMA Life is a member of the IOMA Group Registered Office: IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP, British Isles Telephone: +44 (0) 1624 681200 Facsimile: +44 (0) 1624 681390 Email: [ioma@iomagroup.co.im](mailto:ioma@iomagroup.co.im) Website: [www.iomagroup.co.im](http://www.iomagroup.co.im) Authorised by the Isle of Man Government Financial Services Authority. Authorised and regulated by the Financial Conduct Authority. Registered No. 3792 Isle of Man.