



# Generali Worldwide

## **Professional Portfolio**

### Terms and Conditions



# Contents

<b>BEFORE YOU INVEST .....</b>	<b>5</b>
<b>HOW PROFESSIONAL PORTFOLIO WORKS .....</b>	<b>5</b>
<b>SETTING YOUR RISK EXPECTATIONS .....</b>	<b>5</b>
<b>1. INTRODUCTION .....</b>	<b>6</b>
<b>2. INTERPRETATION .....</b>	<b>6</b>
<b>3. DEFINITIONS .....</b>	<b>6</b>
<b>4. PRODUCT VARIANTS .....</b>	<b>9</b>
4.1. Professional Portfolio (Personal).....	9
4.2. Professional Portfolio (Pooled).....	9
<b>5. ENTITIES ASSOCIATED WITH PROFESSIONAL PORTFOLIO .....</b>	<b>10</b>
5.1. Planholders.....	10
5.2. Lives Assured.....	10
5.3. Beneficiaries.....	10
5.4. Assignees .....	11
5.5. Trust Arrangements .....	11
5.6. Portfolio Manager .....	12
5.7. Custodian .....	12
<b>6. AVAILABLE PLAN CURRENCIES .....</b>	<b>12</b>
<b>7. CURRENCY EXCHANGE .....</b>	<b>12</b>
<b>8. POLICIES IN YOUR PLAN .....</b>	<b>13</b>
<b>9. INVESTMENT AMOUNTS.....</b>	<b>13</b>
9.1. Minimum Investment Amounts.....	13
9.2. Payment Of Investment Amounts.....	13
9.3. Minimum Investment Holdings.....	14
<b>10. INVESTMENT INSTRUMENTS.....</b>	<b>14</b>
10.1. Selection Of Investment Instruments .....	15
10.2. Trading Of Investment Instruments.....	15
10.3. Investment Risk .....	16
10.4. Withdrawal Of An Investment Instrument .....	17
10.5. Dividends .....	17
<b>11. MINIMUM LEVEL OF LIQUIDITY WITHIN THE INVESTMENT FUND .....</b>	<b>17</b>
<b>12. CALL DEPOSIT ACCOUNTS AND PLAN CURRENCY ACCOUNT.....</b>	<b>18</b>
<b>13. OVERDRAFT FACILITY .....</b>	<b>18</b>
13.1. Breach Of Overdraft Limits .....	18
<b>14. INTEREST ON CALL DEPOSIT ACCOUNTS .....</b>	<b>19</b>
14.1. Interest Charged On Overdrawn Cash Balances	19
14.2. Interest Credited To Positive Cash Balances ...	19
<b>15. FEES AND CHARGES.....</b>	<b>19</b>
15.1 Plan Charges .....	19
15.1.A. Establishment Charge .....	19
15.1.B. Administration Charge.....	19
15.1.C. Early Discontinuance Charge .....	20
15.1.D. Service Charge.....	21
15.1.E. Dealing Charge .....	21
15.1.F. Additional Ad-Hoc Charges.....	21

# Contents

(continued)

15.2.	Third Party Charges.....	21
15.2.A.	Purchase And Redemption Charges.....	21
15.2.B.	Stockbrokers' Fees .....	22
15.2.C.	External Charges On Investment Instruments.....	22
15.2.D.	Other Third Party Charges.....	22
16.	<b>PLAN BENEFITS .....</b>	<b>22</b>
16.1.	Death Benefit.....	22
16.2.	Death Benefit Payment .....	22
16.3.	Surrender Benefits .....	23
16.3.A.	Full Surrender .....	23
16.3.B.	Partial Surrender .....	24
16.3.C.	Surrender Of A Policy .....	24
16.4.	Regular Withdrawal Facility .....	24
17.	<b>CANCELLATION RIGHTS.....</b>	<b>25</b>
17.1.	Cooling-Off Notice .....	25
17.2.	Hong Kong Right To Change Your Mind .....	25
18.	<b>PLAN LAPSE/ CANCELLATION.....</b>	<b>25</b>
19.	<b>INFORMATION TO BE SUPPLIED TO YOU DURING THE TERM OF THE CONTRACT .....</b>	<b>26</b>
19.1.	Generali Worldwide Service Centre .....	26
20.	<b>CORRESPONDENCE .....</b>	<b>26</b>
21.	<b>COMPLAINTS .....</b>	<b>27</b>
22.	<b>CHANGING CIRCUMSTANCES.....</b>	<b>27</b>
23.	<b>CHANGES TO THE TERMS AND CONDITIONS.....</b>	<b>27</b>
24.	<b>REGULATORS.....</b>	<b>28</b>
24.1.	Hong Kong Authorisation.....	28
24.2.	Singapore Authorisation .....	28
25.	<b>INVESTOR PROTECTION .....</b>	<b>28</b>
25.1.	Failure Of A Counterparty .....	29
26.	<b>DATA PROTECTION .....</b>	<b>29</b>
27.	<b>GOVERNING LAW .....</b>	<b>30</b>
28.	<b>MISCELLANEOUS .....</b>	<b>30</b>

## BEFORE YOU INVEST

Products that include an investment element by their very nature can involve a number of risks, which you should be aware of before investing. Below is a summary of the type of product being offered and the different types of risk (see the “Setting Your Risk Expectations” section) that you should consider before proceeding with any investment. Further detail is provided in the Details Guide and this Terms and Conditions document and we strongly advise that you review these as well as consulting with a Financial Adviser.

## HOW PROFESSIONAL PORTFOLIO WORKS

### Your Plan

Your Professional Portfolio Plan is purchased from Generali Worldwide Insurance Company Limited and you can contribute to your Plan through one or more lump sum payments called Investment Amounts.

You can tailor your Professional Portfolio Plan to match your specific investment needs and horizon by changing your Investment Instruments within the Investment Fund throughout the life of your Plan. (See section “10.2 Trading Of Investment Instruments”).

### Investment Instruments

Generali Worldwide may, at its absolute discretion, re-register Investment Instruments by way of an Investment Amount at your request, and purchase or sell Investment Instruments at your or your appointed Portfolio Manager's request, for the account of your Investment Fund. The ownership of the Investment Instruments within the Investment Fund resides with Generali Worldwide. You do not have any title to or interest in any Investment Instruments within the Investment Fund underlying your Plan.

The return on your Plan will be lower than the return on the underlying Investment Instruments within the Investment Fund due to the deduction of charges applicable to your Plan.

The value of your Plan benefits at any time is determined by reference to the value of the underlying Investment Instruments (chosen by you or your appointed Portfolio Manager (if any)) to which your Plan is linked.

## SETTING YOUR RISK EXPECTATIONS

- Before you decide to invest, we recommend that you read and understand the Details Guide and the Illustration document, given to you by your Financial Adviser. If you are a resident of Hong Kong you should also read and understand the Product Key Facts Statement.
- You should only invest in Professional Portfolio if your independent Financial Adviser advises that it is suitable for you and consistent with your investment objectives.
- Professional Portfolio is designed for the medium to long-term investor. Charges may be incurred on early surrender. You should also consider the impact on future value potential and eventual proceeds of the insurance contract before taking a regular withdrawal or making a partial surrender of your Plan. Frequently the Surrender Value of a Plan in the early years may be less than the total Investment Amount paid.
- You and/or your advisers are responsible for your investment decisions and any Investment Instruments are selected entirely at your own risk.
- In selecting Investment Instruments we recommend that you read and understand the prospectus or offering documents of the Investment Instrument available from the relevant Investment Issuer or your Financial Adviser, and other supplementary documentation in respect of any Investment Instrument selected within your Plan.
- The value of your Plan is not guaranteed and can go down as well as up. What you get back will depend on the performance of the Investment Instruments underlying the Investment Fund and may be less than the amount you have invested.
- The value of your Plan may also rise and fall purely on account of currency exchange rate fluctuations if any of the Investment Instruments are denominated in a currency other than the Plan Currency.
- Past performance is not indicative of future performance.
- The Investment Instruments held within the Investment Fund remain the property of Generali Worldwide. You do not have any title to or interest in the Investment Instruments. They are used only for the purpose of calculating the value of your Plan benefits.

The above list is not exhaustive and depending upon your personal circumstances there may be other risks of investing in Professional Portfolio.

## Investor Protection In Relation To Generali Worldwide

- Planholders with Generali Worldwide benefit from Guernsey's policyholder protection regime under the licensing conditions imposed by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended). See section "25 Investor Protection" for further detail of how this operates.
- For regulatory purposes we are required to advise and warn you that:

In the event of a failure of Generali Worldwide, notwithstanding the protection regime, you may not get back 90% of the premiums you have paid and the Surrender Value you receive will depend on market fluctuations and may be substantially less than your total premiums paid.

## 1. INTRODUCTION

Professional Portfolio is a single premium whole of life assurance product that may be denominated in one of six major currencies, US dollar, GB pound, Euro, Hong Kong dollar, Japanese yen or Swedish krona. (See section "6 Available Plan Currencies".) Investment Amounts may be contributed to your Plan at any time.

The Plan may provide life cover for you or others on whom you can legally take out a contract of life insurance. The person(s) insured by this Plan is/are referred to as the Life/ Lives Assured. The Life/ Lives Assured and the amounts insured will be stated on the Plan Schedule.

Individuals, a company or a trust, can apply for this product.

## 2. INTERPRETATION

In these Terms and Conditions:

- a) Any reference to:
  - i) words in the singular shall include words in the plural and vice versa
  - ii) the masculine gender shall include the feminine and the neuter and vice versa
  - iii) a statute or regulation shall be construed as a reference to such statute or regulation as amended, re-enacted or replaced from time to time.
  - iv) a "person" shall include any individual, trust, body corporate or un-incorporated body.
- b) Any statements that refer to "us", "we", "our" or "Generali Worldwide" mean Generali Worldwide Insurance Company Limited.
- c) Any statements that refer to "you" or "your" mean the person or persons with whom we have agreed the Plan or, where applicable, your successors or permitted assigns.
- d) The headings are for ease of reference only and do not affect the interpretation of the document.

The Application Form, Terms and Conditions, Plan Schedule, any relevant written statements made by you and/or the Life/ Lives Assured relating to the Plan, any notifications of changes and all endorsements issued by Generali Worldwide to the Terms and Conditions or Plan Schedule, form the basis of the life assurance contract made between you and Generali Worldwide. Full details on the specific benefits that apply to your Plan will be contained in the Plan Schedule and these Terms and Conditions.

Information in these Terms and Conditions is correct as at June 2011.

## 3. DEFINITIONS

The following expressions have the following meanings:

### Appointed Actuary

In Guernsey the suitably qualified Actuary appointed by Generali Worldwide in accordance with the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended).

### Assignment

The transfer of your rights under the Plan to a third party.

### Beneficiary

The person or persons that are nominated by you to receive the Death Benefit under the Plan.

**Business Day**

Any day (excluding Saturdays, Sundays and Public Holidays) on which the clearing banks in Guernsey are open for normal banking business.

**Call Deposit Account**

An access on demand account for deposit of un-invested cash, held by Generali Worldwide within your Plan.

There is no minimum deposit term, which means that there is access to the cash on demand. Call Deposit Accounts will be established within your Plan in each of the allowable Plan Currencies. These may be used to facilitate the purchase of Investment Instruments and to facilitate payments in currencies other than the Plan Currency.

**Charge Dates**

The dates on which establishment charges, administration charges and service charges are taken. The first Charge Date is three months after the last day of the month in which your Plan Commencement Date falls. Subsequent Charge Dates are quarterly thereafter.

**Cooling-Off Period**

The period during which you may decide not to go ahead with the Plan.

**Dealing Day**

The days on which Investment Instruments can be allocated to or de-allocated from your Plan. This may be subject to restrictions imposed by the relevant Investment Issuer.

**Death Benefit**

The benefit payable under a Plan, in accordance with the Terms and Conditions, following Generali Worldwide's receipt of proper notice of the Relevant Death.

**Financial Adviser**

An independent person from whom you seek advice in relation to your financial affairs.

**Generali Worldwide Insurance Company Limited**

A company incorporated in Guernsey with registered number 27151 whose registered office is at Generali House, Hirzel Street, St. Peter Port, Guernsey, Channel Islands GY1 4PA.

**Investment Amount**

Any amount that Generali Worldwide receives from you, at any time, for investment in the Plan.

An Investment Amount may be cash or the settlement value of a transferred Investment Instrument at the time of transfer to Generali Worldwide.

**Investment Fund**

We maintain, as part of our life assurance fund, a separate fund for calculating the benefits of your Plan.

Subject to Generali Worldwide's prior approval, you may direct us to invest this fund in any Investment Instrument type provided that the minimum initial value of each investment is USD 7,500 (or currency equivalent).

**Investment Instrument**

Underlying funds/ assets used for the purpose of producing income and/or capital gains for its owner for example cash, equities, bonds, mutual funds units, etc.

**Investment Issuer**

Investment Instrument providers, including fund managers, bond and equity issuers etc.

**Investment Value**

The total Market Value (expressed in the Plan Currency) of all Investment Instruments within the Plan, including all Call Deposit Accounts, the Plan Currency Account and other cash accounts (if applicable).

**Life Assured or Lives Assured**

The person or persons insured by the Plan and on whose death the Death Benefit may become payable.

### **Liquid Assets**

Investment Instruments which Generali Worldwide have the ability to value and redeem within a maximum of three months.

### **Market Price (bid)**

The latest available price at which a particular unit of an Investment Instrument could be sold by Generali Worldwide.

### **Market Value**

The current value of holdings in any one Investment Instrument based on the latest available Market Price (bid) and exchange rates (where value is shown in Plan Currency).

### **Plan**

The single premium whole-of-life, life assurance contract made between you and Generali Worldwide upon and subject to the terms and conditions of:

- The Application Form as completed by you and the Life/ Lives Assured.
- The Terms and Conditions, which contain all the standard Plan terms.
- The Plan Schedule first issued at the Plan Commencement Date.
- Any relevant statements in relation to the Plan made by you and/or the Life/ Lives Assured, upon which Generali Worldwide rely.
- Notification of changes and all endorsements issued by Generali Worldwide to the Terms and Conditions or Plan Schedules.

### **Plan Commencement Date**

The date, shown on the Plan Schedule, upon which Generali Worldwide assumes risk in respect of any benefits provided under the Plan.

### **Plan Currency**

The currency denomination of the Plan as chosen by you on the application form and shown on the Plan Schedule.

### **Plan Currency Account**

This is the account held by Generali Worldwide on your behalf in the Plan Currency through which Generali Worldwide deduct charges from your Plan. This is a Call Deposit Account.

### **Planholder**

The person or persons with whom Generali Worldwide have agreed the Plan. Where applicable, references to the Planholder include its successors in title and permitted assignees (as the case may be).

### **Plan Schedule**

The document issued at the Plan Commencement Date or the latest revised version thereof and any endorsements which set out specific details of your Plan and any constituent Policies.

### **Policy**

The separate but identical individual contracts of life assurance which together constitute the Plan.

### **Portfolio Manager**

The person (if any) you have authorised and instructed to act as a discretionary investment manager in relation to your Plan and in particular to give investment instructions to Generali Worldwide to purchase or sell Investment Instruments. Appointment of a Portfolio Manager is optional and subject to acceptance by Generali Worldwide.

### **Relevant Death**

The death by reference to which the Death Benefit is payable, being:

- For a “Single Life” Plan: the death of the only Life Assured.
- For a “Joint Life First Death” Plan: the death of the first of the two Lives Assured to die.
- For a “Multiple Lives Last Survivor” Plan: the death of the last surviving Life Assured.



## Surrender Value

The value realised from the sale of all Investment Instruments of your Plan at your request, less any overdraft balance, pro rata charges due, any applicable early discontinuance charges and any applicable third party charges, including market value adjustments and charges applied by Investment Issuers. The final amount is only known following full disposal and eventual receipt by Generali Worldwide of actual proceeds of all the Investment Instruments.

## Terms And Conditions

The Terms and Conditions of the Plan for the time being in force and as from time to time amended in accordance with their terms.

## Welcome Pack

The Plan Schedule, Terms and Conditions, welcome letter and contact details which are issued on commencement of your Plan. A “Your Right to Change your Mind” leaflet is sent to Hong Kong resident Planholders, while a “Cooling-Off Notice” is sent to all other Planholders.

## Written Request

A request received by Generali Worldwide, in any format accepted by Generali Worldwide at that time; to include requests received via postal system, by hand delivery or via our web service “Generali Worldwide Service Centre”. Generali Worldwide reserves the right to extend this definition to include or exclude other methods of communication currently available or which may become available in the future.

## 4. PRODUCT VARIANTS

There are 2 versions of Professional Portfolio available to you. You nominated the version (“Personal” or “Pooled”) that you required in Section 1 of your application for Professional Portfolio. Your Plan Schedule will also show the product version chosen.

You or your appointed Portfolio Manager (if any) will be responsible to ensure that any Investment Instruments selected for your Plan are permitted investments for a personal or pooled Plan, as the case may be. Generali Worldwide accepts no responsibility should your Plan cease to be classed as a personal or pooled Plan at any time.

### 4.1. Professional Portfolio (Personal)

**Paragraph 4.1 does not apply to you if you selected the pooled product.**

The Personal Professional Portfolio consists of a life assurance contract, which can invest its capital in listed equities, bonds, collectives, currencies and some structured products, subject to the agreement of Generali Worldwide.

It is intended that this version be classed as a personal portfolio bond as defined by Section 515-526 of the UK’s Income Tax (Trading and Other Income) Act 2005 (as may be amended from time to time).

### 4.2. Professional Portfolio (Pooled)

**Paragraph 4.2 does not apply to you if you selected the personal product.**

The Pooled Professional Portfolio consists of a life assurance contract, which is restricted to investing in Investment Instruments which can be held without the Plan being considered a personal portfolio bond under Section 515-526 of the UK’s Income Tax (Trading and Other Income) Act 2005.

It is not intended that this version be classed as a personal portfolio bond as defined by Section 515-526 of the UK’s Income Tax (Trading and Other Income) Act 2005 (as may be amended from time to time).

## **5. ENTITIES ASSOCIATED WITH PROFESSIONAL PORTFOLIO**

### **5.1. Planholders**

An individual who is aged between 18 and 74 may take out a Professional Portfolio Plan. A company or a trust may also take out a Professional Portfolio Plan.

There may be up to four Planholders. All Planholders' signatures are required before any Planholder instruction will be carried out.

As Planholder you can assure your own life and/or the lives of others in respect of whom you can legally take out a contract of life insurance. There can be up to 6 individuals named as Lives Assured. (See section "5.2 Lives Assured".)

You may nominate one or more Beneficiaries to receive the Death Benefit, payable on the death of the relevant Life Assured. A Beneficiary nomination may be made when your Plan is taken out or at any time during the life of your Plan. (See section "5.3 Beneficiaries".)

You may also assign the benefit of your Plan to a bank for security purposes. Notice of any such Assignment must be sent to Generali Worldwide. (See section "5.4 Assignees".)

In the event that one or more of the Planholders dies during the life the Plan (not being the Relevant Death of a Life Assured), then the surviving Planholder(s) shall remain the legal owner of the Plan and may give any instructions in relation to the Plan, which may include to surrender the Plan either fully or partially, or to nominate or to vary the Beneficiaries of the Plan.

In the event that all of the Planholders die during the life of the Plan (not being the Relevant Death of a Life Assured) then the legal ownership of the Plan shall pass to the successors of the last surviving Planholder.

### **5.2. Lives Assured**

Plans are available on a single life, joint life or multiple lives basis. The maximum number of Lives Assured under your Plan is six.

The minimum age at outset for any Life Assured is age 19 on their next birthday.

The maximum age at outset for a Life Assured is 75 on their next birthday. For "Joint Life, First Death" cases, this requirement relates to the older Life Assured. For "Multiple Lives, Last Survivor" cases, this relates to the youngest Life Assured. (See section "16.1 Death Benefit" for details of the Death Benefit.)

- While you are not charged for the Death Benefit attaching to your Plan, Generali Worldwide reserves the right to conduct underwriting procedures, both prior to the Plan Commencement Date and on receipt of any Investment Amount.
- Generali Worldwide reserves the right to
  - accept or decline any proposed Life Assured;
  - to seek additional information in relation to a proposed Life Assured;
  - make a charge for the Death Benefit; or
  - place restrictions on the payment of the Death Benefit
- Where Generali Worldwide makes a decision to decline, restrict or charge for the Death Benefit you will be advised accordingly.

### **5.3. Beneficiaries**

As Planholder you may nominate one or more Beneficiaries to receive the entire Death Benefit or subsequently change such nomination, using the "Nomination/ Change of Beneficiary" form at any time during the life of your Plan. Neither you nor Generali Worldwide have to inform or seek the consent of any Beneficiary in order to change your nomination. Where you have nominated one or more Beneficiaries under your Plan, a Guernsey Grant of Probate will not be required in the event of a death claim.

If you nominate a Beneficiary, the Death Benefit shall be payable to, or for the benefit of, such Beneficiary, notwithstanding that you may have assigned the benefit of your Plan and such payment shall constitute a complete discharge to Generali Worldwide under the Plan. Please note that following any Assignment of your Plan, the assignee will have the right to change the nominated Beneficiary.

If you nominate a Beneficiary but such person dies or ceases to exist prior to the date of the Relevant Death then the right to receive their portion of the Death Benefit shall be divided equally among any surviving Beneficiaries. In the event that all Beneficiaries die or cease to exist prior to the date of the Relevant Death then the right to receive the Death Benefit will revert to you as Planholder, as though no Beneficiary had ever been appointed.

If no Beneficiary is alive to receive the Death Benefit it is the Planholder's and/or their financial adviser's responsibility, or that of their successors, to ensure that Generali Worldwide is provided with the appropriate proof of title.

Any nomination or subsequent change will be recorded by Generali Worldwide on the Company's administration systems. Changes will take effect from the date you signed the request but Generali Worldwide will not be liable for any payments made or actions taken between this date and the date the change is recorded as received by Generali Worldwide.

If you do not nominate a Beneficiary:

- The Death Benefit shall be payable to you (and if more than one, to each of you equally).
- If you have assigned the benefit of your Plan, the Death Benefit shall be payable to the assignee.
- If you die or cease to exist prior to or at the time of the Relevant Death, then the Death Benefit shall be payable to your successors.

#### **5.4. Assignees**

As Planholder you may assign the benefit of your Plan to a bank for security purposes.

Notice of any Assignment of your Plan must be given in writing to Generali Worldwide's business address in Ireland together with either the original or a certified true copy of the written instrument of Assignment before any Assignment can be noted. It is not normal practice for Generali Worldwide to acknowledge an Assignment of your Plan.

Once an Assignment has been noted in Generali Worldwide's records, the assignee becomes entitled to the rights under your Plan.

On Assignment of your Plan, all future transactions on your Plan (e.g. trading of Investment Instruments, full or partial surrenders) will only be processed by Generali Worldwide if a Written Request has been received from the assignee. Instructions received from another party (e.g. you as the original Planholder), with the exception of trading instructions received from a Portfolio Manager appointed by the assignee, will be referred to the assignee before any action is taken by Generali Worldwide.

On Assignment the assignee will be assumed to have investment control over the Plan and will have the power to revoke any Portfolio Manager agreement in place or to appoint a Portfolio Manager, unless stated otherwise in the written instrument of Assignment.

The assignee may revoke an existing nomination of Beneficiaries, or nominate one or more Beneficiaries to receive the Death Benefit, or subsequently change such nomination, at any time while the Plan is assigned to them, unless stated otherwise in the written instrument of Assignment.

On re-assignment of your Plan, the benefit of the Plan will revert to the original assignor.

Generali Worldwide accepts no responsibility for either the legality or sufficiency of any Assignment.

#### **5.5. Trust Arrangements**

Your Plan may be held upon trust but Generali Worldwide accepts no responsibility for the legality or sufficiency of any trust arrangement. If the Plan is held upon trust the trustees have legal ownership of the Plan.

The person creating the trust is called the Settlor. The people who look after the trust property and take on legal ownership are called the trustees. Trustees must act according to the terms of the trust instrument, which is usually a formal written document. Those who will benefit from the trust are called trust beneficiaries.

If your Plan is placed in a trust, all future transactions on your Plan (e.g. trading of Investment Instruments, full or partial surrenders) will only be processed by Generali Worldwide if a Written Request has been received from the trustees. Instructions received from another party (e.g. you, as the original Planholder), with the exception of trading instructions received from a Portfolio Manager appointed by the trustees, will be referred to the trustees before any action is taken by Generali Worldwide.

If your Plan is placed in a trust, the trustee will be assumed to have investment control over the Plan and will have the power to revoke any Portfolio Manager agreement in place or to appoint a Portfolio Manager, unless stated otherwise in the terms of the trust instrument.

If your Plan is placed in a trust, this will automatically revoke the nomination of any Beneficiaries previously nominated as described in section “5.3 Beneficiaries”.

Where a trustee is entitled to fees under the relevant instrument of trust, such fees can only be deducted from the Plan on the due dates as requested by the trustees as long as the Plan has a sufficient level of liquidity and Surrender Value to meet all charges due. (See section “11 Minimum Level Of Liquidity Within The Investment Fund”.) Deduction of trustees fees are treated as partial surrenders of the Plan. (See sections “15.2 Third Party Charges” and “16.3 Surrender Benefits”.)

## **5.6. Portfolio Manager**

You may, with the agreement of Generali Worldwide, appoint a Portfolio Manager. The Portfolio Manager will have power to instruct us to deal in the Investment Instruments of your Plan. In order to avail of this option a “Portfolio Manager Agreement” form must be completed.

Where, with Generali Worldwide’s approval, you enter into an agreement with a Portfolio Manager to request us to purchase or sell Investments on your behalf, Generali Worldwide will deduct and forward any charges due under the agreement to the Portfolio Manager on the due dates, as long as the Plan has a sufficient level of liquidity and Surrender Value to meet all charges due. (See section “15.2 Third Party Charges”.)

## **5.7. Custodian**

The Investment Instruments underlying the Plan become, from the commencement of the Plan, the property of Generali Worldwide. The Investment Instruments are placed in trust by Generali Worldwide and are held by Generali Worldwide’s custodian. The intention is that the custodian can ensure that Generali Worldwide uses them for the benefit of your Professional Portfolio Plan and not for its own benefit.

# **6. AVAILABLE PLAN CURRENCIES**

The Professional Portfolio product base currency is US dollar. Money amounts in this document are expressed in US dollar. Unless stated otherwise commercial rates of exchange will be used to determine equivalent amounts in other currencies. (See section “7 Currency Exchange”.)

Your Professional Portfolio Plan can be denominated in one of six currencies: US dollar, GB pound, Euro, Hong Kong dollar, Japanese yen or Swedish krona. You select the Plan Currency on the Application Form. The Plan Currency cannot be changed during the life of your Plan.

# **7. CURRENCY EXCHANGE**

Investment Amounts can be contributed in any currency denomination, over and above the list of available Plan Currencies, subject to our acceptance. Benefits payable under your Plan can be paid out, upon request, in a different currency from the Plan Currency or the currency of the underlying Investment Instruments. In such cases, we will convert the amount of any such Investment Amount or benefit at a commercial rate of exchange, subject to any legislation relating to exchange control or any other restriction.

This commercial rate of exchange is the foreign exchange rate that Generali Worldwide will offer you where Generali Worldwide is required to convert Plan investments or Plan payouts from one currency to a different one. It consists of a market rate to which we will add a margin of up to 1% depending on the currency pair in question. Market rates are sourced from the Bloomberg market data service and updated daily. The combined rate offered to you will generally be more favourable than that which you would be able to achieve yourself as an individual investor.

For the purposes of valuation, the value of Investment Instruments underlying your Plan denominated in currencies other than the Plan Currency will be totalled on the valuation statements and valued both in their own currency and in the Plan Currency. The same commercial rate of exchange as described above will be used for this purpose also.

In calculating currency equivalents of the US dollar amounts quoted in these Terms and Conditions (e.g. the minimum Investment Amount) the same commercial rates of exchange are used except that the margin of up to 1% is not included.

## **8. POLICIES IN YOUR PLAN**

For greater flexibility, your Plan may be divided-up into equal and identical Policies subject to a minimum initial Investment Amount of USD 15,000 (or currency equivalent) per Policy. If not indicated on the application form, Generali Worldwide will issue as many Policies as possible. The maximum number of Policies within your Plan is twenty. The minimum number of Policies within your Plan is one.

All Investment Amounts are divided equally between each Policy and Investment Instruments are allocated equally to these Policies. The number of Policies comprising the Plan may be reduced due to a partial surrender, (see section “16.3.C Surrender Of A Policy” for details).

Certain transactions are only allowed at Plan level. Individual Policies within your Plan can be nominated to a Beneficiary as normal.

## **9. INVESTMENT AMOUNTS**

A Professional Portfolio Plan may comprise un-invested cash, newly purchased Investment Instruments and/or the transfer of already existing Investment Instruments (subject to acceptance by Generali Worldwide). Further contributions can be made at any time to purchase new Investment Instruments or top up existing ones.

100% of any Investment Amounts (including Market Value of transferred Investment Instruments) will be allocated to your Professional Portfolio Plan.

### **9.1. Minimum Investment Amounts**

The initial Investment Amount must total at least USD 150,000 (or currency equivalent).

This may include the settlement value (at the time of transfer to Generali Worldwide) of Investment Instruments already held by you, subject to the agreement of Generali Worldwide. (See section “10.1 Selection Of Investment Instruments”.)

At any time, further Investment Amounts of at least USD 15,000 (or currency equivalent) may be added to your Plan.

Generali Worldwide retains the right to alter the minimum, initial or additional, Investment Amounts at any time.

### **9.2. Payment Of Investment Amounts**

Cash amounts for investment must be paid by electronic transfer to a collection account belonging to Generali Worldwide (details of which are provided on the payment instruction form) referencing Generali Worldwide and the Plan number.

Investment Amounts can be contributed in any currency denomination subject to our acceptance. In such cases, Generali Worldwide will convert the amount of any Investment Amount at a commercial rate of exchange, subject to any legislation relating to exchange control or any other restriction. (See section “7 Currency Exchange”.)

We will not accept payments from third parties. Existing Investment Instruments, forming part of an Investment Amount, must be re-registered in the name of Generali Worldwide’s nominees.

### **9.3. Minimum Investment Holdings**

If you wish to keep any individual Investment Instrument (other than the Plan Currency Account or any of the Call Deposit Account accounts) available for investment, you must also make sure that the Investment Value of the Investment Instrument is not less than USD 7,500 (or currency equivalent).

If there is a danger of this minimum being breached in relation to any of your Investment Instruments, you can choose to submit an additional Investment Amount (See section “9.3 Minimum Investment Holdings” for details of minimum amounts) to purchase more of that Investment Instrument. Alternatively, you can choose to trade between Investment Instruments within your Plan.

If this minimum is breached, Generali Worldwide reserves the right to sell the remainder of the Investment Instrument and credit the settlement proceeds to the appropriate Call Deposit Account within your Plan.

## **10. INVESTMENT INSTRUMENTS**

You and your Portfolio Manager (if any) are responsible for investment decisions and any choice of Investment Instruments is entirely at your own risk. For the avoidance of doubt, Generali Worldwide accept no liability for the performance of Investment Instruments or for losses, damages or costs (including but not limited to legal fees) arising out of, or in connection with, Generali Worldwide subscribing to, or otherwise acquiring an interest in an Investment Instrument for allocation to your Plan.

The ownership of the Investment Instruments resides with Generali Worldwide. You do not have any title to, or interest in, any Investment Instruments within the Investment Fund underlying your Plan.

Generali Worldwide uses its buying power to negotiate substantial discounts on the initial charges made by many Investment Issuers. By investing through Professional Portfolio, you automatically benefit from these savings, which would otherwise not be available to you as an individual investor.

The Investment Fund can be separately identified under your Plan record on Generali Worldwide’s administration system. You or your Financial Adviser will be able to view the Investment Instruments within the Investment Fund and their associated Investment Value (which will be based on the latest available Market Price (bid) of the Investment Instruments) at any time via our Generali Worldwide Service Centre (details of which will be supplied to you).

The return on your Plan will be lower than the return on the underlying Investment Instruments within the Investment Fund due to the deduction of charges applicable to your Plan. The value of your Plan at any time is determined by reference to the value of the underlying Investment Instruments within the Investment Fund.

What you get back will depend on the performance of the Investment Instruments and is subject to the credit or default risk of the Investment Issuers. You and your Portfolio Manager (if any) are responsible for the selection of these Investment Instruments (see section “10.1 Selection of Investment Instruments”) and all risks attaching to your Investment Fund (including such credit or default risk) reside with you at all times. Generali Worldwide will not be liable for losses resulting directly or indirectly from the liquidation, bankruptcy or insolvency of any Investment Issuer. (See section “10.3 Investment Risk”.)

At any time a valuation of the Investment Instruments, which will be based on the latest available Market Price (bid) of the Investment Instruments will be available on the Generali Worldwide Service Centre. Generali Worldwide shall not be responsible or liable to any person or to any extent for losses which may be suffered or incurred in reliance upon any valuations available from the Generali Worldwide Service Centre which are incorrect or inaccurate.

We reserve the right to decline or accept Investment Instruments or to make any investment at our absolute discretion. We also reserve the right to dispose of any Investment Instrument at any time if we believe that it is not a permitted investment for a life assurance company or would otherwise involve Generali Worldwide in a loss, penalty or other detriment whether financial or otherwise.

### 10.1. Selection Of Investment Instruments

You or your appointed Portfolio Manager (if any) may instruct us as to which Investment Instruments your Investment Amounts are to be invested into, provided that the amount to be allocated in relation to each Investment Instrument is above the minimum allocation requirement. Alternatively, you may, with our agreement re-register Investment Instruments you already own. Subject to our acceptance, these will be placed in the Investment Fund. The minimum amount that can be allocated in relation to a single Investment Instrument is USD 7,500 (or currency equivalent).

Where a request is received to re-register or purchase an Investment Instrument which Generali Worldwide had previously not accepted, investment will only take place after Generali Worldwide researches both the Investment Issuer and the Investment Instrument and decides to accept that Investment Instrument. This may delay the purchase or re-registration of your chosen Investment Instrument. Acceptance of an Investment Instrument by Generali Worldwide is not an endorsement or recommendation of such investment.

In selecting Investment Instruments, you and your Portfolio Manager (if any) should undertake such due diligence or seek such independent advice as you consider necessary. It is your and your Portfolio Manager's (if any) responsibility to ensure that you have read and understood the prospectus or offering documents published by the Investment Issuer and other supplementary documentation in respect of any Investment Instrument chosen within your Plan. You should understand and accept the terms and risks associated with any Investment Instruments selected.

Detailed information on the Investment Instruments themselves including investment restrictions and borrowing powers applicable to the Investment Instruments can be found in the individual Investment Instrument prospectus or offering documents, which are available from your Financial Adviser, or the relevant Investment Issuer.

In the absence of an instruction from you or your appointed Portfolio Manager (if any) to the contrary, and subject to our providing overdraft facilities, the Call Deposit Account which is denominated in the same currency as the chosen Investment Instrument will be used to purchase that Investment Instrument. This could result in an overdrawn balance on that Call Deposit Account while there is un-invested cash in another Call Deposit Account within the Plan.

We reserve the right to decline or accept Investment Instruments or to make any investment at our absolute discretion. We also reserve the right to dispose of any Investment Instrument at any time if we believe that it is not a permitted investment for a life assurance company or would otherwise involve Generali Worldwide in a loss, penalty or other detriment whether financial or otherwise.

A dealing charge (see section "15.1.E Dealing Charge" for details) in the Plan Currency applies for each purchase, sale or re-registration of an Investment Instrument. However, Generali Worldwide will waive this charge in respect of the initial purchase of Investment Instruments or re-registration of existing Investment Instruments in respect of the initial Investment Amount, provided these are completed within 3 months of the Plan Commencement Date.

### 10.2. Trading of Investment Instruments

You or your Portfolio Manager (if any) may, at any time, provide us with a Written Request to sell some or all of the Investment Instruments and/or to purchase any other Investment Instruments permitted by us at that time. Trading is allowed subject to the minimums detailed in sections "9.3 Minimum Investment Holdings" and "11 Minimum Level of Liquidity Within the Investment Fund" and any trading restriction applied by the relevant Investment Issuers. Trading is allowed only at Plan level and will be applied across all Policies in your Plan.



The sale of Investment Instruments will take effect on the next available Dealing Day, following receipt of the proper Written Request from you or your Portfolio Manager (if any). The purchase of Investment Instruments from un-invested cash or utilising the overdraft facility in a Call Deposit Account will take effect on the next available Dealing Day, following receipt of the proper Written Request from you or your Portfolio Manager (if any). Where an instruction is received to purchase Investment Instruments from the sale proceeds of other Investment Instruments, this purchase will take effect on the next available Dealing Day, following receipt by Generali Worldwide of settlement for the Investment Instruments sold.

Generali Worldwide will endeavour to record with our custodian all Written Requests for trading in accepted Investment Instruments received before 10:30 a.m. for non-equity Investment Instruments and 3:30 p.m. for equity Investment Instruments, each Business Day, for dealing in line with the procedures defined above. Written Requests received after this cut-off time will be recorded for trading on the following Business Day. Times shown are in Guernsey local time. In the event of heavy demand, the Company reserves the right to apply an earlier cut-off time. Trade instructions are placed in a manner to ensure equity and fairness to all Planholders.

Where Generali Worldwide has to convert any amount into another currency, we will do so at a commercial rate of exchange. (See section “7 Currency Exchange”.)

Dealing charges will apply each time Generali Worldwide buy, sell or re-register Investment Instruments on your behalf. (See section “15.1.E Dealing Charge”.) Third-party charges may also apply. (See section “15.2 Third Party Charges”.)

### 10.3. Investment Risk

Please note that the investment risk is borne entirely by you. You are responsible for your own investment decisions and we do not undertake to provide specific information on any Investment Instrument nor do we provide investment advice, which should be sought from your Financial Adviser.

The following risks are associated with the investment of Investment Instruments underlying your Plan:

- 1) **Returns:** The value of Investment Instruments in the stockmarket, whether held directly or indirectly through mutual funds or similar vehicles, as well as the income they produce, can go down as well as up. Investment Fund returns cannot be guaranteed. Past performance is not necessarily a guide to future returns. The stock market should not be considered a suitable place for short-term investment. Tax rates and concessions may also change.
- 2) **Investment Term:** The Plan is intended to be a medium to long term-investment. The stock market should not be considered a suitable place for short-term investment.
- 3) **Exchange Rate Risk:** If a liability in one currency is matched by an Investment Instrument in a different currency, or if the services to be provided pursuant to the appointment hereunder of the Portfolio Manager relate to an Investment Instrument denominated in a currency other than the currency in which the Investment Fund is valued, a movement of exchange rates may have a separate effect, unfavourable or favourable, on the gain or loss otherwise experienced on the Investment Fund.
- 4) **Credit/ Default Risk:** Investment Instruments within the Plan may be exposed to the credit risk of the counterparties (including, without limitation, banks, brokers, dealers, and exchanges) by or through which Investment Instruments are held and to that of the Investment Issuer and may be subject to risk of loss of its assets in the event of the liquidation or bankruptcy of any such counterparty.
- 5) **Borrowing Risk:** Possible use of borrowing may result in certain additional risks. Leveraged Investment Instruments by their nature increase the potential loss to investors resulting from any depreciation in the value of such Investment Instruments.

The above list is not exhaustive and depending upon your personal circumstances there may be other risks of investing in a Professional Portfolio Plan.

Please see the “Before You Invest” and the “How Professional Portfolio Works” subsections at the start of this document.



#### 10.4. Withdrawal of an Investment Instrument

External Investment Issuers may withdraw availability of an Investment Instrument at their discretion.

In the event that the availability of any Investment Instrument is withdrawn to existing holdings, Generali Worldwide will give written notice to you. Where possible, Generali Worldwide will give at least one month's notice in advance of the withdrawal.

If you are a Hong Kong resident, the period of notice given will be approved by the Hong Kong Securities and Futures Commission. The Commission may require up to three months notice.

You will be asked to provide us with instructions on alternative Investment Instruments to purchase. If instructions have not been received from you (or your appointed Portfolio Manager (if any)) within the deadlines outlined in the notification from us, Generali Worldwide will automatically dispose of the affected Investment Instrument and credit settlement proceeds, when received by Generali Worldwide, to the Call Deposit Account in the currency of that Investment Instrument.

#### 10.5. Dividends

From time to time dividends may be received in relation to Investment Instruments held within your Plan. The value of dividends paid into your Investment Fund will be net of any applicable withholding tax deducted at source in the country of origin.

Dividends will be credited to your Plan as soon as possible following receipt by Generali Worldwide. Cash dividends will be credited to the Call Deposit Account denominated in the currency of the dividend payment. Non-cash dividends will result in an increase in the number of shares/ units of the Investment Instrument held.

You will have elected on your Application Form whether dividends should be payable into your Investment Fund as cash or as additional shares/ units of the associated Investment Instrument. It is not possible to change this election during the life of your Plan. This election will be followed except in the scenario where the Investment Issuer only facilitates cash dividends in which case the cash dividend will be credited to the Call Deposit Account (denominated in the currency of the dividend payment) irrespective of the election made on your application form.

The minimum value of any holding of each individual Investment Instrument cannot be less than USD 7,500 (or currency equivalent). (See section "9.3 Minimum Investment Holdings".) It may arise that you initiate a sale of an Investment Instrument between the declaration and payment dates of a dividend, which is received in the form of shares/ units of the same Investment Instrument. Where this occurs and the combined value of the remaining shares/ units of that Investment Instrument, inclusive of the dividend, is less than USD 7,500 then Generali Worldwide reserves the right to sell these shares/ units and credit the realised value to the Call Deposit Account denominated in the currency of the Investment Instrument.

In the event that your Plan has been fully surrendered or where the Relevant Death has occurred and the settlement proceeds paid out between a dividend declaration and payment date, only dividends of more than USD 150 (or currency equivalent) in value will be forwarded to you or to your Plan beneficiaries as appropriate.

### 11. MINIMUM LEVEL OF LIQUIDITY WITHIN THE INVESTMENT FUND

In order for the Plan to remain in force, a certain minimum level of Liquid Assets must be maintained within the Investment Fund. The Market Value of the Liquid Assets within your Plan is not permitted to fall below 20% of the total of all Investment Amounts paid for any reason. This minimum level of liquidity could be breached as a result of a partial surrender, a regular withdrawal payment, deduction of charges and debit interest and/or because of a fall in the Market Value of Investment Instruments.

In the event that the Market Value of Liquid Assets falls below this minimum amount, and no additional Investment Amount and/or dealing request is received, Generali Worldwide reserves the right, at its absolute discretion, to surrender the Plan at any time. Any value remaining after the deduction of charges due on surrender will be paid to you.

## 12. CALL DEPOSIT ACCOUNTS AND PLAN CURRENCY ACCOUNT

Generali Worldwide will establish Call Deposit Accounts in each of the allowable Plan Currencies on your behalf. The un-invested cash held in these accounts will be held in trust for the benefit of your Plan. Generali Worldwide will act with reasonable skill and care in the selection and monitoring of any bank with whom Call Deposit Accounts are held, but will only be liable for losses resulting directly or indirectly from the liquidation, bankruptcy or insolvency of such bank if it has been negligent in the selection and monitoring thereof.

The Call Deposit Accounts within the Plan are used to manage un-invested cash, to facilitate the purchase of Investment Instruments and to facilitate payments in currencies other than the Plan Currency. The Call Deposit Accounts form part of the Investment Fund.

The Call Deposit Account held in the Plan Currency is referred to as the Plan Currency Account and the deduction of charges will be transacted via this account. Ideally a proportion of the Investment Fund should be held as un-invested cash in the Plan Currency Account, to cover charges and costs.

## 13. OVERDRAFT FACILITY

Where there is insufficient cash in the Plan Currency Account to allow for the deduction of charges, the account will become overdrawn and interest will be charged. (See section “14.1 Interest Charged On Overdrawn Cash Balances”).

You may avail of an overdraft facility on one or more Call Deposit Accounts of up to a maximum cumulative total of 20% of the Investment Value of your Plan in the following circumstances:

- When there is insufficient cash in your Plan Currency Account to cover a charge applicable to your Plan.
- When there is insufficient cash in the relevant Call Deposit Account to take a partial surrender or a regular withdrawal payment. (In this case the maximum overdraft limit is 20% of the Investment Value immediately after the partial surrender or regular withdrawal.)
- When there is a delay in the sale of Investment Instruments to cover the purchase of new Investment Instruments.
- Where you wish to purchase new Investment Instruments without selling existing Investment Instruments.

In addition to these conditions the level of Liquid Assets within the Plan must be above the minimum required. (See section “11. Minimum Level Of Liquidity Within The Investment Fund”).

Debit interest (see section “14.1 Interest Charged On Overdrawn Cash Balances”) will be applied to any overdrawn balances at commercial rates appropriate to the currency of each overdraft.

If provided, Generali Worldwide retains the right to remove the overdraft facility at any time and to clear the overdraft by the sale of any Investment Instruments of its choosing. After the deduction of the cost of any sale the remaining proceeds will be credited to the relevant Call Deposit Account in order to return the Plan to within its revised overdraft limit.

### 13.1. Breach Of Overdraft Limits

Where an approved overdraft limit is breached for whatever reason (including, but not limited to, deduction of charges, volatility in market value, part surrender, regular withdrawal and/or fluctuation in currency exchange rates) this will result in an un-approved overdraft. Generali Worldwide reserves the right to sell Investment Instruments of its choosing to bring the overdraft back within approved limits.

In the event that an approved overdraft limit has been breached and the breach has persisted for a period of over three months, Generali Worldwide may at its absolute discretion, withdraw some or all overdraft facilities. Where this happens Generali Worldwide will inform you in writing that the overdraft limit has been breached and will confirm the revised overdraft limit (if any) that Generali Worldwide is prepared to offer.

You will be given the opportunity to credit an amount at least equal to the amount of the un-approved overdraft to the Plan in order to return the Plan to within the revised overdraft limits. Alternatively, you may nominate Investment Instruments to be sold in order to return the Plan to within its approved overdraft limit.

In the event that no additional monies are forthcoming within three months of issue of the notification from us, Generali Worldwide may sell Investment Instruments (of Generali Worldwide's choosing) from the Plan in order to return the Plan to within the approved overdraft limit (if any). After the deduction of the cost of any sale the remaining proceeds will be credited to the relevant Call Deposit Account in order to return the Plan to within its revised overdraft limit.

## **14. INTEREST ON CALL DEPOSIT ACCOUNTS**

Call Deposit Accounts, including the Plan Currency Account, will be individually assessed for interest purposes. There is no off-setting between Call Deposit Accounts. You may be charged debit interest on an overdraft in one or more account(s) while there are positive cash balances in other accounts.

### **14.1. Interest Charged On Overdrawn Cash Balances**

Where a Call Deposit Account has a debit balance, interest will be charged to the Call Deposit Account. The debit interest rate is comprised of the rate charged by the holding bank to which Generali Worldwide add a margin of 1% per annum.

Debit interest rates vary per currency. Debit interest on each overdrawn account is calculated on a daily basis and applied to accounts on the last day of each month.

### **14.2. Interest Credited To Positive Cash Balances**

Where a Call Deposit Account has a credit balance, interest will be applied to the Call Deposit Account. The credit interest rate is the rate applied by the holding bank less up to 1% per annum which is retained by Generali Worldwide.

Credit interest rate varies per currency and balance level. This rate may be as low as 0%. Credit interest on each account is calculated on a daily basis and applied to accounts on the last day of each month.

## **15. FEES AND CHARGES**

Generali Worldwide reserves the right to amend charge levels or the basis for charging. If you are affected, Generali Worldwide will give you written notice of any change to Plan charges. If you are a Hong Kong resident, the period of notice given will comply with the relevant regulations in Hong Kong.

Plan charges are taken on Charge Dates, unless specifically stated otherwise below.

### **15.1. Plan Charges**

#### **15.1.A. Establishment Charge**

The establishment charge is 0.5% of each Investment Amount paid, deducted from the Plan Currency Account on the first four Charge Dates following receipt of each Investment Amount (total of 2% per annum for 1 year).

Where a regular withdrawal and/or a partial surrender occurs on or prior to the 4th Charge Date following payment of an Investment Amount, the full Investment Amount continues to be used in calculating the establishment charge to apply, irrespective of any partial surrenders or regular withdrawals which may have been taken.

In the event of full surrender between Charge Dates a pro-rata deduction will be made in respect of the establishment charge, if applicable, covering the number of days from the previous Charge Date to the date of surrender.

#### **15.1.B. Administration Charge**

An administration charge of 0.375% of the greater of the Investment Amount and its associated Investment Value is deducted from the Plan Currency Account in arrears on the 20 Charge Dates following payment of each Investment Amount (1.5% per annum for 5 years). The associated Investment Value of an Investment Amount at any given time equals the Plan Investment Value multiplied by the proportion that the Investment Amount bears to the total of all Investment Amounts received (amounts converted to Plan Currency at latest available commercial rates of exchange). (See section "7 Currency Exchange".)

Where a regular withdrawal or partial surrender occurs on or prior to the 20th Charge Date following payment of an Investment Amount, the full Investment Amount continues to be used in calculating the administration charge to apply irrespective of any partial surrenders or regular withdrawals which may have been taken.

In the event of full surrender between Plan Charge Dates a pro-rata deduction will be made in respect of the administration charge, if applicable, covering the number of days from the previous Charge Date to the date of surrender.

### 15.1.C. Early Discontinuance Charge

If your Plan is fully surrendered, before the 20th Charge Date following receipt of any Investment Amount, an early discontinuance charge (EDC) will be deducted from the Investment Value. The early discontinuance charge only applies on full surrender and only in relation to Investment Amounts, for which less than 20 Charge Dates have passed since payment.

The amount of the charge varies, depending on how soon after allocation of the relevant Investment Amount that you fully surrender your Plan. The early discontinuance charge, which applies in relation to an Investment Amount up to the first Charge Date following its receipt, is 8% of the greater of the Investment Amount and its associated Investment Value. The associated Investment Value of an Investment Amount at any given time equals the Plan Investment Value multiplied by the proportion that the Investment Amount bears to the total of all Investment Amounts received (amounts converted to Plan Currency at latest available commercial rates of exchange). (See section “7 Currency Exchange”).

This early discontinuance charge is reduced by 0.4% on each subsequent Charge Date, to 0% over the first 20 Charge Dates following payment of each relevant Investment Amount, such that if the Planholder fully surrenders their Plan after the 20th Charge Date following payment of an Investment Amount the early discontinuance charge in relation to that Investment Amount will have reduced to 0%.

#### Schedule Of Reductions In Early Discontinuance Charge

(Shows the rate applying prior to each Charge Date following receipt of any individual Investment Amount)

Prior to Charge Date	EDC	Prior to Charge Date	EDC
1	8.0%	11	4.0%
2	7.6%	12	3.6%
3	7.2%	13	3.2%
4	6.8%	14	2.8%
5	6.4%	15	2.4%
6	6.0%	16	2.0%
7	5.6%	17	1.6%
8	5.2%	18	1.2%
9	4.8%	19	0.8%
10	4.4%	20	0.4%

**15.1.D. Service Charge**

A Service Charge, in the Plan Currency, is deducted from the Plan Currency Account on each Charge Date for the life of your Plan as per the following table:

**Services Charges**

Plan Currency	Quarterly Service Charge
USD	187.50
GBP	125.00
EUR	150.00
HKD	1,462.50
JPY	18,750
SEK	1,537.50

**15.1.E. Dealing Charge**

A dealing charge in the Plan Currency is deducted on each purchase, sale or re-registration, of an Investment Instrument. Generali Worldwide waive the charge in respect of the initial purchase of Investment Instruments or re-registration of existing Investment Instruments in respect of the initial Investment Amount provided these are completed within 3 months of the Plan Commencement Date.

**Dealing Charges**

Plan Currency	Dealing Charge
USD	52.50
GBP	35.00
EUR	42.00
HKD	409.50
JPY	5,250
SEK	430.00

**15.1.F. Additional Ad-Hoc Charges**

Most ad-hoc requests are dealt with at no additional cost to you, but Generali Worldwide reserves the right to make a charge where the frequency of request or effort involved in carrying out the request is unusually high.

Where this right is being exercised, you will be advised of, and asked to accept, the additional charge before the request will be carried out.

**15.2. Third Party Charges**

Any charges or expenses incurred by Generali Worldwide when buying, selling, re-registering or valuing the Investment Fund will be passed on to the Planholder. These charges include, but may not be limited to, purchase and redemption charges, stockbroker fees, and external charges on Investment Instruments.

**15.2.A. Purchase And Redemption Charges**

Any fees charged for purchase and/or redemption of Investment Instruments will be deducted as part of the trade.

#### **15.2.B. Stockbrokers' Fees**

These are charged when Generali Worldwide buys, sells or re-registers Investment Instruments. They will not be listed separately on your statements as they are included in the total value shown for each sale or purchase.

#### **15.2.C. External Charges On Investment Instruments**

With products like Professional Portfolio, it is common for charges to be applied to the underlying Investment Instruments (including but not limited to bid/ offer spreads or annual management charges). Full details of Investment Instruments, including any charges levied within the Investment Instrument, are available from the relevant Investment Issuers or from your Financial Adviser.

#### **15.2.D. Other Third Party Charges**

Where, with the approval of Generali Worldwide, you enter into a third-party agreement, such as a trust or Portfolio Manager agreement, Generali Worldwide will deduct and forward any charges due thereunder on the due dates, as long as the Plan meets minimum liquidity requirements (see section "11 Minimum Level Of Liquidity Within The Investment Fund") and has sufficient value to meet all charges due. If this provision is not met at the time a charge falls due, Generali Worldwide will not make the payment to the third party on your behalf nor will it be accrued for future payment. Third party charges are your sole responsibility.

### **16. PLAN BENEFITS**

#### **16.1. Death Benefit**

The Death Benefit will be paid out following Generali Worldwide's receipt of proper notification of the Relevant Death and acceptance of the claim.

If the Relevant Death occurs, during the life of your Plan, we will pay the Death Benefit. The amount of the Death Benefit will be 101% of the Surrender Value of your Plan. This amount will be payable following receipt of all documents required by Generali Worldwide to prove a valid death claim together with proof of title. (See section "16.2 Death Benefit Payment".)

In the event of the Relevant Death the person entitled to the Death Benefit may claim that benefit by submitting a Written Request to us, enclosing the original Plan Schedule together with any revised versions, any endorsements and the original or a certified true copy of the death certificate regarding the Relevant Death and evidence of age (unless it has already been provided).

We may, at our absolute discretion, require additional documents to be provided before acting upon any claim for Death Benefit. If the Death Benefit is payable to your successors they will need to provide proof of title to the proceeds of your estate.

In order to verify the claim, Generali Worldwide may also require the provision of additional information or evidence and/or make further enquiries of our own. The cost of verifying the claim will be the responsibility of the claimant.

On receipt by us of notice of the Relevant Death your Plan will terminate and on payment of the claim for Death Benefit all our liabilities under your Plan will cease.

#### **16.2. Death Benefit Payment**

All Death Benefit payments are settled in cash. Generali Worldwide will not re-register Investment Instruments into the name of any person, including your own. Subject to any legislation relating to exchange control or any other restrictions, we will make payments in the currency requested by you (or valid claimants). Where this involves the conversion of an amount from one currency to another, a commercial rate of exchange will apply. (See section "7 Currency Exchange".)

Payments will be made by electronic transfer, the cost of which must be met by the claimants. No payment will be issued until the identification of all Death Benefit recipients has been verified to our satisfaction, all Investment Instruments have been realised and the proceeds received by us.

All Investment Instruments will be sold on receipt of proper notification of the Relevant Death. The Death Benefit will only be subsequently paid when the required documentation in support of a valid claim has been received and verified by Generali Worldwide.

Settlement proceeds received from Investment Issuers will be placed in the relevant Call Deposit Account pending payment to the claimant. Interest will continue to accrue as normal. (See section “14. Interest On Call Deposit Accounts”).

Please note that the need to realise Investment Instruments dealing other than daily, any trading restriction applied by the relevant Investment Issuers or a delay in remitting settlement proceeds to Generali Worldwide by an Investment Issuer, may cause delays in settlement of the Death Benefit. However, we will use our reasonable endeavours to ensure that such delays are minimised. Where there is a delay in Generali Worldwide’s ability to settle the claim Generali Worldwide will, if requested, make an interim payment in respect of each portion of the settlement proceeds we have so far received. The remaining settlement proceeds will then be paid out to the claimant when received from the relevant Investment Issuers.

### 16.3. Surrender Benefits

All surrender requests are settled in cash. Generali Worldwide will not re-register Investment Instruments into the name of any person including your own. Subject to any legislation relating to exchange control or any other restrictions we will make payments in the currency requested by you. Where this involves the conversion of an amount from one currency to another, a commercial rate of exchange will apply. (See section “7 Currency Exchange”).

Payments will be made by electronic transfer, the cost of which must be met by you. Payments to third parties will not be made. The account to which payment is made must be held in your name.

Investment Instruments will be sold using the next available Market Price (bid), after receipt of the proper Written Request. Partial surrender instructions must be accompanied by an instruction to sell specific Investment Instruments or a request for overdraft facilities, if there is insufficient cash available in the Plan to cover the surrender.

Settlement proceeds are placed in Call Deposit Accounts when received from the relevant Investment Issuer. (See section “14 Interest On Call Deposit Accounts”). Proceeds will be remitted to Planholders as soon as possible following receipt by Generali Worldwide of all settlements in respect of a claim. Where there is a delay in Generali Worldwide’s ability to settle the claim, Generali Worldwide will, if requested, make an interim payment in respect of each portion of the settlement proceeds we have so far received. The remaining settlement proceeds will then be paid out to you when received from the relevant Investment Issuers.

Generali Worldwide reserves the right not to allow partial surrenders which would result in the level of Liquid Assets underlying your Plan falling below the minimum allowed. (See section “11 Minimum Level Of Liquidity Within The Investment Fund”).

Generali Worldwide reserves the right to defer any surrender if the Investment Instruments are not immediately realisable.

Please note that the need to realise Investment Instruments dealing other than daily, any trading restriction applied by the relevant Investment Issuers or a delay in remitting settlement proceeds to Generali Worldwide by an Investment Issuer, may cause delays in settlement of full or partial surrender benefits. However we will use our reasonable endeavours to ensure that such delays are minimised.

#### 16.3.A. Full Surrender

You can fully surrender your Plan at any time. To do so you must send a Written Request together with the original Plan Schedule and any endorsements to Generali Worldwide’s business address in Ireland. (See “Contact Details” inside the back cover of these Terms And Conditions.) The date of full surrender will be deemed to be the date on which Generali Worldwide receives a full and proper Written Request to fully surrender your Plan.



Generali Worldwide may, at its absolute discretion, require additional documents to be provided before acting upon a surrender request. In particular, if the surrender request comes from an Assignee, Generali Worldwide will require the original or a certified true copy of the written instrument of Assignment, if it has not already been received by us. If the Plan is held upon trust, Generali Worldwide will require the original trust instrument.

If you choose to fully surrender your Plan early discontinuance charges may be levied. (See section “15.1.C Early Discontinuance Charge”.)

One or more Policies within the Plan can be fully surrendered and this will be treated as a partial surrender of the Plan. (See section “16.3.C Surrender Of A Policy”.)

It should be noted that any indicative surrender value issued to you may be different from the actual Surrender Value of your Plan, due to potential market value adjustment and/or other charges applied by relevant Investment Issuers from time to time as well as any movements in prices and/or currency fluctuations.

### **16.3.B. Partial Surrender**

Your Plan may be partially surrendered at any time following receipt of Written Request from you, subject to a minimum amount of a partial surrender payment of USD 5,000 and provided the Investment Value of the Plan after the partial surrender does not fall below the minimums detailed in section “9.3 Minimum Investment Holdings” and also that the section “11 Minimum Level Of Liquidity Within The Investment Fund” requirements are not breached. The date of partial surrender will be deemed to be the date on which Generali Worldwide receives a full and proper Written Request to partially surrender your Plan. Generali Worldwide may, at its absolute discretion, require additional documents to be provided before acting upon a partial surrender request.

By default the partial surrender will be shared equally across all Policies within the Plan. Alternatively, one or more Policies within the Plan can be fully surrendered and this will be treated as a partial surrender of the Plan (in which case the other Policies do not contribute to the partial surrender). However, a request to surrender part of a single Policy is not allowed. This is because all Policies within the Plan must, at all times, have the same value.

The minimum holding of each individual Investment Instrument cannot be reduced to less than USD 7,500 (or currency equivalent.) If a partial surrender cannot be made without reducing a particular holding to less than USD 7,500 (or currency equivalent) then the remaining holding may be sold at Generali Worldwide’s absolute discretion.

Partial surrenders are free of surrender charges and penalties. However, establishment charges and administration charges will continue to apply, where applicable, based on the Investment Amounts originally received, irrespective of any partial surrender or any regular withdrawal payments previously taken. (See section “15.1 Plan Charges”.)

### **16.3.C. Surrender Of A Policy**

The surrender of one or more Policies is treated as a partial surrender of your Plan, and therefore when one or more Policies are surrendered, no early discontinuance charges will usually apply to that payment provided that all Policies within your Plan are not surrendered. However, where your Plan is assigned, and one or more policies is surrendered, Generali Worldwide reserves the right to charge a proportion of the early discontinuance charge at that time in order to protect the Planholder, other assignees and Beneficiaries of the Plan.

## **16.4. Regular Withdrawal Facility**

You may request in writing to receive regular withdrawal payments from your Plan. Regular withdrawal payments may be taken monthly, quarterly, half-yearly or yearly. The minimum regular withdrawal payment is USD 500 (or currency equivalent) per payment, subject to a minimum of USD 1,000 (or currency equivalent) per annum. You can specify payments to be expressed as either a fixed amount or as a percentage of the Investment Amounts paid.



Regular Withdrawal payments are generally paid from the Call Deposit Accounts within your Professional Portfolio Plan. If there is insufficient cash within the Plan, you can, with our approval, use the overdraft facility (see section “13 Overdraft Facility”) to fund the regular withdrawal.

All regular withdrawals are processed mid-month by Generali Worldwide. Therefore you cannot nominate the date of the month that such a payment is made.

Regular withdrawal payments are free of surrender charges and penalties. However, establishment charges and administration charges will continue to apply, where applicable, based on the Investment Amounts originally received irrespective of any partial surrender or any regular withdrawal payments previously taken. (See section “15.1 Plan Charges”).

## 17. CANCELLATION RIGHTS

Cancellation rights apply only in respect of the commencement of your Plan. There is no right of cancellation in respect of additional Investment Amounts received after commencement of your Plan.

If your Plan is cancelled within the applicable Cooling-Off Period, Generali Worldwide will sell all Investment Instruments underlying your Plan. You will receive a full return of any Investment Amounts paid less an adjustment for any downward movements in the value of Investment Instruments in which they were invested and associated investment or disinvestment costs, occurring between the date of investment and Generali Worldwide’s receipt of settlement in respect of the Investment Instruments.

Payments will be made by electronic transfer, the cost of which must be met by you. Third party payments will not be made, the account to which payment is made must be held in your name.

### 17.1. Cooling-Off Notice

If you are not satisfied with your Plan, for whatever reason, you can decide not to go ahead with the Plan during the Cooling-Off Period, which ends 30 days after the Plan Commencement Date.

If you are not resident in Hong Kong you should send a Written Request (by completing the Cooling-Off Notice included in your Welcome Pack) accompanied by the documents contained in the Welcome Pack to Generali Worldwide’s business address in Ireland within the Cooling-Off Period, detailed above, to exercise your cancellation rights. Hong Kong residents should refer to the following section.

### 17.2. Hong Kong Right To Change Your Mind

If you are a Hong Kong resident you are asked to refer to the “Your Right to Change Your Mind” leaflet, which will be included in the Welcome Pack.

If you are not satisfied with your Plan you should:

- Return the documents contained in the Welcome Pack.
- Attach a letter, signed by you, requesting cancellation.

The Plan will then be cancelled.

This cancellation right has the following conditions:

- The request to cancel must be signed by all Planholders.
- Cancellation requirements are sent directly to Generali Worldwide’s office address in Hong Kong.
- Cancellation must be requested within 21 days after the delivery of the Plan or issue of a notice to you or your Financial Adviser informing you of the availability of the Plan and the expiry date of the Cooling-Off Period, whichever is the earlier.
- No cancellation will be made if a claim payment has been made.

## 18. PLAN LAPSE/ CANCELLATION

If deductions and charges equal or exceed the remaining Surrender Value at any time, your Plan will automatically lapse and Generali Worldwide’s liability under the Plan will cease.

In addition to Generali Worldwide's right to surrender Plans which breach the minimum liquidity requirements (see section "11. Minimum Level Of Liquidity Within The Investment Fund") Generali Worldwide also reserves the right to cancel your Plan at any time by paying you the Investment Value, following which Generali Worldwide's liability under the Plan will cease.

## **19. INFORMATION TO BE SUPPLIED TO YOU DURING THE TERM OF THE CONTRACT**

On commencement of your Plan you will receive a Welcome Pack comprising:

Plan Schedule, Terms And Conditions, welcome letter, contact details and details of how to register for our Planholder web service, the "Generali Worldwide Service Centre".

As a requirement of the Hong Kong Securities and Futures Commission a "Your Right to Change your Mind" leaflet detailing your cancellation rights is also included if you are resident in Hong Kong. A "Cooling-Off Notice" is sent to all other Planholders.

During the term of your Plan you will be provided with the following information:

- Notice of any change in the name, legal form or the registered and/or business address of Generali Worldwide;
- Notice of any alteration to any term of the Plan that results in a significant change to the information provided in these Terms And Conditions;
- A quarterly statement of the Investment Value of the Plan, in the form of a valuation statement, which is made available on-line through the Generali Worldwide Service Centre. On Written Request a quarterly statement can be issued by post.

Where possible, Generali Worldwide will give at least one month's written notice in advance of changes affecting your Plan.

If you are a Hong Kong resident, the period of notice given will comply with the relevant regulations in Hong Kong.

Generali Worldwide will not advise of any changes relating to taxation in any jurisdiction. (See section "22 Changing Circumstances".)

### **19.1. Generali Worldwide Service Centre**

You can have immediate and secure access to your Professional Portfolio Plan via our Planholder web service, the "Generali Worldwide Service Centre". This allows you to view up-to-date valuations as well as cash transactions and trading statements for the previous six months. Details of how to register for this service will be included in your Welcome Pack. Registration for this service is free.

Generali Worldwide shall not be responsible or liable to any person or to any extent for losses which may be suffered or incurred in reliance upon any valuations available from the Generali Worldwide Service Centre which are incorrect or inaccurate.

## **20. CORRESPONDENCE**

We will send all correspondence to the most recent address given to us by you and you should inform us immediately in writing of any change in address. If you do not, correspondence to your most recent address held on our records shall be deemed to be validly received at the time it would reasonably be expected to have reached the address held.

You should also inform us immediately in writing of any change in name together with supporting evidence (such as a marriage certificate). As all payments to you will be made by electronic transfer it is essential that we hold your up-to-date bank details.

Any letters, notices or enquiries from you should be made in writing and directed to our Customer Services Team, in Ireland or to the relevant Regional Office. (See “Contact Details” inside the back cover of these Terms and Conditions.) Notices intended for us will only become valid upon our receipt at either of these locations. All Planholders’ signatures are required before any request will be carried out.

## 21. COMPLAINTS

We hope that you will not feel the need to complain but, if you do, all complaints should be directed in writing to the Head of Compliance, Generali Worldwide Insurance Company Limited, Generali House, Hirzel Street, St Peter Port, Guernsey, Channel Islands GY1 4PA.

A formal complaints procedure as required under the licensing conditions imposed by the Guernsey Financial Services Commission is in place, details of which can be provided on request.

Our full contact details are provided at the back of these Terms and Conditions.

Contacting the Hong Kong Office of the Commissioner of Insurance (Insurance Authority) or the Securities and Futures Commission will not prejudice Hong Kong Planholders’ right to take legal proceedings.

Likewise, a complaint to the Guernsey Financial Services Commission will not prejudice your right to take legal proceedings.

## 22. CHANGING CIRCUMSTANCES

During the life of your Plan your personal circumstances may change. Generali Worldwide accepts no responsibility should your Plan cease to be suitable for your needs at any time.

You should continue to seek independent financial and tax advice as regards your particular personal circumstances and the laws of your country of residence and/or domicile during the life of your Plan:

- if you alter your Plan in any way (including allowing any Call Deposit Account to become overdrawn); or
- if your circumstances change.

## 23. CHANGES TO THE TERMS AND CONDITIONS

Our Appointed Actuary’s responsibilities include advising us on how your Plan should provide you with what you might reasonably expect to get from it. The Appointed Actuary will advise us on how your interests should be taken into account in relation to any variation in these Terms and Conditions that we propose.

We may review the Terms and Conditions set out herein if, in the opinion of the Appointed Actuary, circumstances outside our control have changed in any way which could not have been reasonably predicted at the start of your Plan and where, if we were not to revise these Terms and Conditions, the results would be unfair to you and/or to Generali Worldwide. Such circumstances would include, but are not limited to:

- A change in the law under which your Professional Portfolio Plan operates;
- A change in the tax treatment of your Professional Portfolio Plan;
- A change in the tax treatment of life assurance companies and their investments.

In consultation with our Appointed Actuary, we reserve the right to amend charge levels, the basis for charging, the minimum level of charge or to introduce a charge, at any time.

Any changes to these Terms and Conditions will be notified to you in writing in advance of their taking effect. Where possible Generali Worldwide will give you one month’s advance notice of changes taking effect. If you are a Hong Kong resident the period of notice given will comply with the relevant regulations in Hong Kong.

## 24. REGULATORS

Generali Worldwide Insurance Company Limited is regulated in Guernsey as a licensed insurer by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended). Their address is Guernsey Financial Services Commission, P.O. Box 128, Glatigny Court, Glatigny Esplanade, St Peter Port, Guernsey, Channel Islands GY1 3HQ.

### 24.1. Hong Kong Authorisation

Generali Worldwide Insurance Company Limited is an authorised insurer subject to the prudential regulations of the Office of the Commissioner of Insurance. Their address is Office of the Commissioner of Insurance, 21st Floor, Queensway Government Offices, 66 Queensway, Hong Kong.

In Hong Kong, Professional Portfolio is authorised by the Securities and Futures Commission. Their address is Securities and Futures Commission, 8th Floor, Chater House, 8 Connaught Road Central, Hong Kong.

Authorisation by the Securities and Futures Commission is not a recommendation or endorsement of an Investment Linked Assurance Scheme nor does it guarantee the commercial merits of such a scheme or its performance. It does not mean that the scheme is suitable for all investors nor is it an endorsement of its suitability for any particular investor or class of investor.

## 25. INVESTOR PROTECTION

Planholders with Generali Worldwide benefit from Guernsey's policyholder protection regime under the licensing conditions imposed by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended).

Planholder protection has always been important, now more than ever, though not all jurisdictions have a protection arrangement. Guernsey has had a unique approach to providing Planholder protection since 1986. The overriding aim is to protect Planholders in the event of an insurer getting into financial difficulty. Rather than create a fund by a levy on insurers (the "Fund Approach"), whether pre-funded or post-funded, the Guernsey regulator's approach is to require the insurer to place at least 90% of the assets that support its liabilities to Planholders in trust with a reputable independent third party trustee (the "Trust Approach"), in other words, the insurer is no longer the legal owner of the assets.

Generali Worldwide's trustee is Credit Suisse Trust Limited in Guernsey. The requirement is to have at least 90% of assets backing Planholder liabilities held in trust at all times. This is formally tested and evidenced by Generali Worldwide and the trustee to the Guernsey regulator each quarter. Whilst the regulatory minimum to be held in trust is 90%, in practice, the figure is higher than this. Whatever is held in trust always requires the trustee's authority to take out of trust (the trustee having first checked the 90% requirement again), e.g. when a Planholder wishes to have a full or partial surrender. In other words, the 90% protection relates to the Plan's market value (as it changes over time with markets potentially moving substantially up and down) and is not 90% of premiums paid.

For regulatory purposes we are required to advise and warn you that:

In the event of a failure of Generali Worldwide, notwithstanding this Trust Approach, you may not get back 90% of the premiums you have paid and the Surrender Value you receive will depend on market fluctuations and is subject to the credit or default risk of the Investment Issuers and other counterparties and may be substantially less than your total premiums paid.

The rationale for the Trust Approach is that in the event of failure the insurer's general creditors have no means of laying a claim against the assets placed in trust. Ordinarily, where an insurer has difficulties, the administrator or receiver immediately steps in, and stops all payments, and takes all the assets owned by the insurer (which include the assets within Plans as they are owned by the insurer and not the Planholder). This is then followed by a procedure often involving the courts and taking a long time, potentially years. However, with the Trust Approach, the assets placed in trust that support an insurer's liabilities are never

owned by the insurer (as would ordinarily be the case) and so the administrator or receiver cannot lay claim to them. In the event of the insurer's failure, the trustee in conjunction with the regulator will continue the normal operations of the insurer - there is no need to close the operation down and Planholders will at all times have normal access to the value within their Plan supported by the assets held in trust.

Under the Trust Approach, Planholders will receive the market value (Generali Worldwide refers to this as the Investment Value) at the time of any surrender or partial surrender (less any charges) of Plan assets in trust. For the sake of clarity, this means that at any time before or after a potential failure by the insurer, Planholders are likely to receive a higher or lower monetary value compared to the premiums actually paid. In the event of a failure of the insurer, unlike the Fund Approach to Planholder protection adopted by some regulators, under Guernsey's Trust Approach, there is no monetary or percentage limit on what you receive right up to market value and also the market value of assets in trust would be available immediately (in line with the settlement dates of the corresponding underlying Investment Instruments) instead of having to wait months or years for the administrator, receiver or court to finalise matters.

### 25.1. Failure Of A Counterparty

Where your Investment Instruments include cash held on deposit with a bank, it should be noted that in the event of a failure of that bank the Investment Value of any cash on deposit with that bank would effectively be reduced to zero. In the event that compensation in respect of such deposits subsequently becomes available, this will be reflected in your Plan. It could potentially take years for any such compensation to be received and levels would be likely to be in the low percentages.

Investment Instruments within your Plan may be exposed to the credit risk of the counterparties (including, without limitation, banks, brokers, dealers and exchanges) by or through which Investment Instruments are held and to that of the Investment Issuer and may be subject to risk of loss of its assets in the event of the liquidation or bankruptcy of any such counterparty.

## 26. DATA PROTECTION

Generali Worldwide is registered with the Office of the Data Protection Commissioner in Guernsey and is responsible for complying with the appropriate Guernsey and Hong Kong data protection legislation, namely, the Data Protection (Bailiwick of Guernsey) Law, 2001 (as amended) and the Personal Data (Privacy) Ordinance of Hong Kong. This data protection legislation is designed to protect the privacy rights of individuals in relation to the processing of personal data.

Generali Worldwide may pass data whether originating from your application or data relating to the execution of a contract (e.g. Investment Amounts, events insured against, changes to risk or contract) to other companies within the Generali Group as well as to your Financial Adviser, fund portfolio managers, fiscal representatives and re-insurers wherever they are located in the world but only in so far as it is required to ensure the proper execution of your insurance matters. Such companies and third parties may be located in countries whose data protection laws may not be as comprehensive as in Guernsey. The above applies irrespective of whether any contract of life assurance is concluded.

Personal data, however obtained, will be held, recorded and processed by Generali Worldwide on computer and/or manual systems in respect of any insurance dealings with Generali Worldwide both now and in the future for administrative, identification, customer care, service and marketing purposes only. It may be necessary to maintain your personal data for a significant period of time.

You have the right to obtain subject access to and request correction of any personal data concerning you held by Generali Worldwide. This can be done by contacting our Data Protection Officer at our business address in Guernsey, which is provided at the back of these Terms and Conditions. Please note that there may be a charge for such requests.

It is important that the information held about you is accurate and up to date. You should keep us informed of any change in the personal data that we hold and let us know if there are any errors or omissions in that data.

## 27. GOVERNING LAW

Plans are governed by and construed in accordance with the law of the Island of Guernsey. This does not prejudice your right of recourse to the law of any jurisdiction and does not preclude the right to bring legal action in any relevant court, including the courts of Hong Kong.

In the event of a dispute, the Chinese and English language versions of any Professional Portfolio marketing literature carry the same weighting as each other and take precedence over versions in any other language. If any conflict arises between these Terms and Conditions, and the Details Guide or any marketing literature these Terms and Conditions take precedence.

## 28. MISCELLANEOUS

These Terms and Conditions have been prepared in accordance with Generali Worldwide's understanding of current law and fiscal legislation as at June 2011. Generali Worldwide cannot take any responsibility for its interpretation or for future changes.

Statements in relation to taxation are provided for information only and do not constitute legal or tax advice. Generali Worldwide does not purport to deal with every detail or every situation that may arise and in particular, Generali Worldwide does not accept any liability for the tax liability or position of individual Planholders. The relevant fiscal rules, rates of taxation and/or revenue practice may change at any time and any such change may affect the treatment and, accordingly, the value of your Plan.

If any provision of these Terms and Conditions is prohibited by law or judged by a court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

You understand that the entire agreement and understanding between you and Generali Worldwide in relation to your Plan is set out in:

- The Application Form as completed by you and the Life/ Lives Assured;
- These Terms and Conditions, which contain all the standard Plan terms;
- The Plan Schedule first issued at the Plan Commencement Date;
- Any relevant written statements in relation to the Plan made by you and/or the Life/ Lives Assured, upon which Generali Worldwide rely; and
- Any notification of changes and all endorsements issued by Generali Worldwide to these Terms and Conditions or the Plan Schedules.

You confirm that you have not entered into your Plan on the basis of any representations that are not expressly incorporated in those documents.

# How to contact us

You can contact our offices during normal office hours and we will be pleased to help you with any questions you may have regarding Professional Portfolio.

## INTERNATIONAL SALES & HEAD OFFICE

Generali Worldwide Insurance Company Limited  
PO Box 613, Generali House, Hirzel Street,  
St Peter Port, Guernsey, Channel Islands GY1 4PA  
T +44 (0) 1481 714 108  
F +44 (0) 1481 712 424  
[enquiries@generali-worldwide.com](mailto:enquiries@generali-worldwide.com)

## LATIN AMERICA

Generali Worldwide Insurance Company Limited  
Generali House, Navan Business Park,  
Athlumney, Navan, Co. Meath, Ireland  
T +353 (0) 46 906 0222  
F +353 (0) 46 906 0223  
[IrelandRO@generali-worldwide.com](mailto:IrelandRO@generali-worldwide.com)

## MIDDLE EAST/ AFRICA

Generali Worldwide Insurance Company Limited  
PO Box 25074, 4th Floor, IBM Tower,  
42-44 Griva Digeni Avenue,  
Nicosia 1080, Cyprus  
T +357 (0) 2236 9900  
F +357 (0) 2266 7838  
[CyprusRO@generali-worldwide.com](mailto:CyprusRO@generali-worldwide.com)

## FAR EAST

Generali Worldwide Insurance Company Limited, Hong Kong Branch,  
12th Floor, Generali Tower, 8 Queen's Road East,  
Admiralty, Hong Kong  
T +852 2526 1899  
F +852 2537 2587  
[HKGeneralEnquiries@generali-worldwide.com](mailto:HKGeneralEnquiries@generali-worldwide.com)

## SINGAPORE

Generali Worldwide Insurance Company Limited, Singapore Branch,  
20 Collyer Quay, #14-02 Singapore 049319  
T +65 6672 9152  
F +65 6672 9158  
[SingaporeRO@generali-worldwide.com](mailto:SingaporeRO@generali-worldwide.com)

[generali-worldwide.com](http://generali-worldwide.com)

---

Registered Head Office address: Generali Worldwide Insurance Company Limited, Generali House,  
Hirzel Street, St Peter Port, Guernsey, Channel Islands GY1 4PA.

Incorporated in Guernsey under Company Registration No. 27151.

T +44 (0) 1481 714 108 F +44 (0) 1481 712 424

[enquiries@generali-worldwide.com](mailto:enquiries@generali-worldwide.com)

[generali-worldwide.com](http://generali-worldwide.com)

Regulated in Guernsey as a licensed Insurer by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended).

Generali Worldwide Insurance Company Limited is part of the Generali Group, listed in the Italian Insurance Group Register under number 026.

*Websites may make reference to products that are not authorised or regulated and/or are not available for offering to planholders in certain jurisdictions.*