

Contract Terms and Conditions

Capital Builder 2

Life Assurance



HANSARD
INTERNATIONAL

Index for Terms and Conditions

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Contract Terms and Conditions

The Capital Builder 2 (life assurance) is a unit linked flexible contribution contract designed to give the Contract Benefits (defined below) set out in these Terms and Conditions (the “Contract Terms”). The Contract Terms together with the documents identified in Clause 1.2 (“Contract Documents”) set out the entire agreement between Hansard International Limited and the Contract Holder (the “Contract”).

1. Parties and the Contract

- 1.1. The contracting parties are:
 - 1.1.1. Hansard International Limited, a company incorporated and registered in the Isle of Man with number [032648C] whose registered office is at 55 Athol Street, Box 192, Douglas, Isle of Man, IM99 1QL, British Isles (“the Company”); and
 - 1.1.2. the Contract Holder (defined below).
- 1.2. The Contract shall consist of the following:
 - 1.2.1. the application form signed by the Contract Holder or by a person authorised on their behalf;
 - 1.2.2. the Contract Terms;
 - 1.2.3. Schedule One;
 - 1.2.4. the Contract Certificate;
 - 1.2.5. any endorsement; and
 - 1.2.6. any other relevant information supplied by the Contract Holder (or as directed by the Contract Holder) to the Company upon request.
- 1.3. The Company shall pay to the Contract Holder the Contract Benefits provided by the Contract subject to the Contract Documents and Contract Terms set out below.

2. Definitions

- 2.1. **Accumulator Units** means Units allocated in respect of all Contributions.
- 2.2. **Anniversary Date** means an anniversary of the Commencement Date of the Contract.
- 2.3. **Bid Price** means the price at which Units are allocated, valued or cancelled to pay benefits or to deduct charges and is calculated in accordance with Clause 10.
- 2.4. **Charging Day** means a day determined by the Company, on which the Company deducts Accumulator Units to cover the Contract Charges.
- 2.5. **Commencement Date** means the date on which the Contract commenced and which may be different from the Date of Issue.
- 2.6. **Contract Benefit** means the range of benefits available under the Contract, including the Surrender Value and the Death Benefit.
- 2.7. **Contract Certificate** means the certificate produced by the Company which, together with the Contract Documents listed in Clause 1.2, form the basis of the Contract. If there is more than one Contract Certificate, then each one will constitute a separate Contract on the terms specified by the Company.
- 2.8. **Contract Charges** means the charges the Company will take in accordance with Clause 16. All Contract Charges applicable to the Contract are set out in Schedule One.
- 2.9. **Contract Currency** means the currency in which the Contract is based as stated in the Contract Certificate.
- 2.10. **Contract Holder** means the person(s) so described in the Contract Certificate and shall include the Contract Holder’s successors, assignees or personal representatives.
- 2.11. **Contract Value** means the value of all Units allocated to this Contract at their Bid Price (subject to any applicable currency exchange rates) on the next Valuation Day after the day or event in respect of which it is necessary to establish the Contract Value.
- 2.12. **Contract Year** means any period of 12 calendar months commencing on the Commencement Date or an Anniversary Date.
- 2.13. **Contribution** means all amounts paid in to this Contract.
- 2.14. **Date of Issue** means the date on which the Contract was issued.
- 2.15. **Death Benefit** means the “Sum Assured” stated in the Contract Certificate and payable in accordance with Clause 23.
- 2.16. **Discontinuance Charge** means the charge made by the Company when Units under the Contract are cancelled for the purpose of withdrawal or surrender of the Contract in accordance with Clause 18.
- 2.17. **Hansard Unit Funds** means the range of Unit Funds made available by the Company from time to time.
- 2.18. **Life Assured** means the person or persons described as the Life/Lives Assured in the Contract Certificate.
- 2.19. **Minimum Contracted Contribution** means the amount stated in the Contract Certificate, being the sum agreed by the Contract Holder as the minimum total amount to be paid to the Company in respect of this Contract within the first three Contract Years.
- 2.20. **Nominated Beneficiary** means one or more beneficiaries nominated by the Contract Holder in the “Beneficiary Nomination Form” prescribed by the Company to receive the applicable Contract Benefit.
- 2.21. **Online Account** means the secure online service provided by the Company (subject to the Online Account Terms and Conditions from time to time) where Contract information is available and certain transactions may be performed.
- 2.22. **Scheduled Contribution** means the Contribution referred to as the “Initial Payment” on the Contract Certificate.
- 2.23. **Surrender Value** means the amount for which the Contract Holder may surrender the Contract as calculated in accordance with Clause 18.
- 2.24. **Total Net Contributions** means the sum of all Contributions made less all withdrawals and any applicable charges.
- 2.25. **Transfer Beneficiary** means one or more beneficiaries nominated by the Contract Holder in the “Transfer of Ownership Form” prescribed by the Company to receive Contract Benefits.
- 2.26. **Unit Fund** means the Unit Funds included in the range of Hansard Unit Funds.
- 2.27. **Units** means a notional share of a Unit Fund that is used solely to calculate Contract Benefits.
- 2.28. **Unscheduled Contribution** means any Contribution in respect of this Contract which does not satisfy the definition of a Scheduled Contribution.
- 2.29. **Valuation Day** means a day on which the Company determines the Bid Prices of Units of a Unit Fund.

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3. Cancellation Rights

- 3.1. The Contract provides "Cancellation Rights", which give the Contract Holder a period of time from the Date of Issue to consider the Contract and if desired elect to cancel the Contract without incurring any Contract Charges.
- 3.2. In order to exercise the Cancellation Rights the Contract Holder must contact the Company within 30 days from receipt of the email from the Company confirming that their "Welcome Letter" and Contract Documents are all available through their Online Account.
- 3.3. Upon receipt of a Cancellation Rights request the Company will return the relevant Contribution paid by the Contract Holder without deducting any applicable Contract Charges. If the Contribution has been invested then the amount returned to the Contract Holder may be less than the Contributions paid to the Company if the value has dropped as a result of market movement.
- 3.4. Where the Contract Holder elects to make an Unscheduled Contribution the above rights will apply to each new Contribution effective from the date of allocation as described in Clause 12. Exercise of Cancellation Rights against any Unscheduled Contributions will have no effect on previous Contributions.

4. Contract Holder information

- 4.1. Upon receipt of the application for the Contract, the Company will provide the Contract Holder with access details for the Online Account. The Contract Holder must complete the access requirements as soon as reasonably practicable after receipt of notification from the Company.
- 4.2. The Contract information is shown in the Contract Certificate which the Company produces when the Contract is issued. This and all other documents, correspondence and statements relating to the Contract will only be available through the Online Account.

5. Limitation of powers of the Company's employees and third party authority

- 5.1. The Company's employees have no authority to complete, alter or amend the Contract or any related document under any circumstances. Each such document must be completed by the individual stipulated on the document or by a person authorised in writing by that individual to do so.
- 5.2. If a third party has completed any document relating to this Contract, that third party will be regarded by the Company as having been so authorised by the Contract Holder.

6. Unit Funds

- 6.1. A list of the Unit Funds currently available to the Contract Holder is available on request or through the Contract Holder's Online Account. The Company reserves the right to vary from time to time the maximum number of Unit Funds in which the Contract Holder may invest.
- 6.2. The Company shall maintain in its absolute discretion the range and number of Unit Funds that form the Hansard Unit Funds. Changes to the Hansard Unit Funds will generally be for legal and/or commercial reasons and be in accordance with the principles of fair treatment of customers.
- 6.3. In accordance with Clause 6.2, the Company may invoke any of the following rights:
 - 6.3.1. its discretion in the selection of the investments of each Unit Fund and it also has discretion to determine the proportion of that Unit Fund to be represented by any particular asset or cash;

- 6.3.2. its rights to add new Unit Funds to its range without notification, however once a Unit Fund is added to the Hansard Unit Fund range the Contract Holder may select the new Unit Funds if desired;
- 6.3.3. its right at any time to:
 - 6.3.3.1. close a Unit Fund: in the case of a Unit Fund closure the Company may redirect/switch units from the Unit Fund that is closing to another Unit Fund; and
 - 6.3.3.2. suspend a Unit Fund: in the case of a Unit Fund suspension the Company may redirect Contributions from the suspended Unit Fund to another Unit Fund.

Where possible the Company will write to the Contract Holder who can, prior to the closure or suspension of a Unit Fund, select an alternative Unit Fund choice. Where it is not possible for the Company to provide prior notice of a closure or suspension of a Unit Fund, the Company may select a default alternate Unit Fund in its discretion and the Company will confirm in writing the details and options available as soon as reasonably practicable.

- 6.3.4. its power to borrow money in any currency and at any time for the purpose of the operation of a Unit Fund and to mortgage or charge in any other way any of the assets of that Unit Fund as security for such borrowing; and
 - 6.3.5. its power to delegate all or any of its discretionary powers in relation to the investment and operation of any Unit Fund.
- 6.4. The Unit Funds and all their assets at any time are solely the property of the Company. The Contract Holder has no legal rights to or claim of ownership of the underlying assets in any Unit Fund.

7. Unit Fund income and expenses

- 7.1. Each Unit Fund will consist of assets, cash or other property which the Company from time to time, designates as forming part of that Unit Fund together with the re-invested interest, dividends, capital profits or other distributions arising from those underlying assets. All interest, dividends or other distributions arising out of the underlying assets (net of any tax deducted or payable as appropriate) shall accrue to and form part of each respective Unit Fund.
- 7.2. The value of a Unit Fund reflects the charges inherent in the underlying assets and any charges applied by external managers, over which the Company has no control. As a result they may change at any time without notice.
- 7.3. The Company shall be entitled to pay out of each Unit Fund all fiscal charges, management costs, administration costs, marketing costs, and expenses in respect of that Unit Fund including charges for custodians and trustees.
- 7.4. The annual management charge set out in Schedule One is deducted from the Unit Funds.

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8. Value of a Unit Fund

- 8.1. The value of a Unit Fund can be calculated at any time, although a valuation will normally be made at least once each calendar month for the purpose of determining the Bid Price.
- 8.2. In calculating the value of a Unit Fund, the following are taken into account:
 - 8.2.1. deductions of all outgoings relating to the underlying assets, including any mortgages, overdrafts, allowable expenses and charges, including the annual management charge, and such provisions for any actual or potential liability for taxes as is required by law and reasonably considered appropriate;
 - 8.2.2. additions for income from the underlying assets net of any tax deducted or payable; and
 - 8.2.3. any other income and expenses of the Unit Fund detailed in Clause 7.
- 8.3. The value of underlying assets which are quoted on a recognised stock exchange will be determined by reference to the market dealing prices quoted for that investment.
- 8.4. The value of any other underlying assets will be determined by the Company in such manner as it considers appropriate depending on the nature of the asset. The value of underlying assets where market prices are provided by a nominated manager will be determined by reference to these prices.
- 8.5. It may be necessary during a period of deferral for the Company to value a Unit Fund at nil (or on any reasonable basis) as described in Clause 30.

9. Units

- 9.1. Each Unit Fund is divided into Units. Units allocated in respect of all Contributions are called Accumulator Units.
- 9.2. Accumulator Units will acquire a Surrender Value subject to the provisions contained in the Contract Terms.
- 9.3. The allocation of Units in the Unit Funds is solely for the purpose of determining the Contract Benefits payable under the Contract.

10. Price of a Unit

- 10.1. The Bid Price of a Unit in each Unit Fund shall be determined by the Company on each Valuation Day as described in Clause 8, subject to Clauses 10.2 to 10.5.
- 10.2. The minimum Bid Price of a Unit shall be determined by the value of the underlying assets at the market dealing price, less any costs of realising the underlying assets as the Company deems appropriate, divided by the number of Units in the Unit Fund, the result being decreased by not more than 0.5%.
- 10.3. The maximum Bid Price of a Unit shall be determined by the value of the underlying assets at the market dealing price, increased by any cost of acquiring the underlying assets as the Company deems appropriate, divided by the number of Units in the Unit Fund, the result being increased by not more than 0.5%.
- 10.4. The Bid Price applying on a given Valuation Day will be between the minimum and maximum allowed by the Contract Terms, with due allowance for the prospects of the Unit Fund (whether it is expanding or contracting), equity and the need for pricing to be administratively smooth.

- 10.5. In cases where a Bid Price cannot be determined to meet these criteria, the Company has the right to defer the calculation as described in Clause 30 until an appropriate Bid Price can be so determined.

11. Creation and cancellation of Units

- 11.1. Whenever the Company creates additional Units in a Unit Fund, there will be added to that Unit Fund an amount equal in value to the number of additional Units so created multiplied by the unrounded Bid Price of an existing Unit.
- 11.2. Whenever the Company cancels existing Units in a Unit Fund, there shall be deducted from that Unit Fund an amount equal in value to the number of Units cancelled, multiplied by the unrounded Bid Price of an existing Unit.

12. Allocation of Units to the Contract

- 12.1. On the Valuation Day following receipt of a Contribution which is clearly attributable to the Contract (as described in Clause 19) and accepted by the Company in accordance with Clause 17, Units will be allocated to the Contract of each Unit Fund in the relevant proportion as selected by the Contract Holder as notified to the Company.
- 12.2. The number of Units allocated in respect of a Unit Fund will be determined by multiplying the Contribution by the allocation rate. The result is then multiplied by the appropriate proportion for the selected Unit Fund, multiplied by the applicable currency exchange rate if the Unit Fund is denominated in a different currency than the Contract Currency, and then divided by the relevant Bid Price of the Unit Fund.
- 12.3. The Bid Price of each Unit Fund and the applicable currency exchange rates used will be those available on the Valuation Day stated in Clause 12.1.
- 12.4. The allocation rate for the Scheduled Contribution is shown in the Contract Certificate. All Unscheduled Contributions will be shown in the Online Account.
- 12.5. The Company shall not be held responsible for any delay or failure to allocate Units to the Contract if the failure or delay is due to or caused by events or circumstances beyond its control.

13. Minimum Contracted Contribution

- 13.1. The Contract Holder is required to make total Contributions equal to at least the Minimum Contracted Contribution within the first three years of the Contract. Failure to meet the Minimum Contracted Contribution level will incur a Contract Charge in accordance with Clause 16.1.4.
- 13.2. After the total Contributions paid are equal to or are more than the Minimum Contracted Contribution, further Contributions may be paid at any time, provided that they are not less than the minimum amounts given in Schedule One and subject to Clause 17.

14. Switching

- 14.1. Subject to the following provisions, the Contract Holder may instruct the Company, in a form prescribed by the Company, to cancel some or all of the Units in any Unit Fund allocated to the Contract and to allocate in their place Units in another Unit Fund. This is referred to as a "Switching Instruction".
- 14.2. The value of the Units to be cancelled will be calculated by multiplying the number of cancelled Units by the Bid Price of the relevant Unit Fund, with the result then being multiplied by the applicable currency exchange rate if the Unit Fund is denominated in a different currency than the Contract Currency.

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- 14.3. The value of cancelled Units shall be allocated to the acquisition of Units in the Unit Funds as specified by the Contract Holder.
 - 14.4. The number of Units to be allocated shall be calculated by dividing the value of the cancelled Units by the Bid Price of the replacement Units in each corresponding Unit Fund, multiplied by the applicable currency exchange rate if the Unit Fund is denominated in a different currency than the Contract Currency.
 - 14.5. The Bid Price of each Unit Fund and the applicable currency exchange rates used will be those available on the next Valuation Day following receipt by the Company of the Switching Instruction.
 - 14.6. The Company determines from time to time the minimum sum which may be switched from one Unit Fund to another and must be considered when placing a Switching Instruction.
 - 14.7. The Company shall not be held responsible for any delay or failure to carry out the Contract Holder's instruction to switch from one Unit Fund to another if the failure or delay is due to or caused by events or circumstances beyond its control.
 - 14.8. It is not permitted to switch Units held on one Contract into another Contract.
 - 14.9. A charge may be applied when a Switching Instruction is requested. The amount of the switching charge is specified in Schedule One. The switching charge is applied as described in Clause 16.1.5.
 - 14.10. For the purpose of calculating the switching charge, the number of switches in a given Switching Instruction will be the higher of either the number of Unit Funds switched out of or the number of Unit Funds switched into.
- 15. Redirection**
- 15.1. The Contract Holder may instruct the Company, in a form prescribed by the Company, to amend the selection and proportions of Units Funds to be purchased by future Unscheduled Contributions. This is referred to as a "Redirection Instruction".
 - 15.2. The Company will not be held responsible for any delay or failure to carry out the Contract Holder's Redirection Instruction if the failure or delay is due to or caused by events or circumstances beyond the Company's control.
 - 15.3. The switching charge does not apply to Redirection Instructions.
- 16. Contract Charges**
- 16.1. The Contract is subject to the Contract Charges set out below:
 - 16.1.1. an annual management charge is reflected in the quoted Unit Fund Bid Price as described in Clause 10. The rate of the annual management charge is contained in Schedule One;
 - 16.1.2. an establishment charge is applied to each Contribution upon allocation and at three monthly intervals thereafter by deducting Accumulator Units allocated to the Contract. The rate and the period of the establishment charge are shown in Schedule One;
 - 16.1.3. a service charge which is applied on the Charging Day each month by deducting Accumulator Units allocated to the Contract. The amount of the service charge is determined by the Contract Value and Total Net Contributions on the Charging Day as specified in Schedule One;
 - 16.1.4. an additional charge is deducted from the Accumulator Units on the third Contract Anniversary Date, or on the date of surrender if this is earlier, if at that point the total Contribution amount is not greater than the Minimum Contracted Contribution. The amount of the additional charge is stated in Schedule One;
 - 16.1.5. a switching charge, as detailed in Schedule One, is deducted from the Accumulator Units allocated to the Contract after the Switching Instruction has been processed; and
 - 16.1.6. a foreign currency conversion charge is included within the rates of currency exchange that the Company apply.
- 16.2. Where Units in more than one Unit Fund are allocated to this Contract, these Unit deductions will be made proportionately from each such Unit Fund, by reference to the respective values of the total Units held in each Unit Fund.
- 16.3. The Contract will terminate if at any time the charges due to be deducted exceed the Surrender Value of the Contract.
- 16.4. All the amounts referred to in Schedule One are normally reviewed yearly on 1 July and may be increased by the Company from time to time without notice. For information about the current charges and minimum and maximum values, enquiries should be directed to the Company.
- 17. Application to make additional contributions**
- 17.1. The Company cannot guarantee that future Unscheduled Contributions will be accepted on the same terms and conditions as set out in these Contract Terms. If the Contract Holder elects at a future date to make additional contributions and these are accepted by the Company, this acceptance may be subject to the terms offered to new applicants at that time.
- 18. Withdrawals, Surrender and Surrender Value**
- 18.1. The Contract Holder may withdraw in part or fully surrender the Contract subject to receipt by the Company of the necessary documents referred to in Clause 24, and subject to Clauses 25, 29 and 30.
 - 18.2. Where the Units to be cancelled on surrender represent all the Units remaining allocated to the Contract, the "Minimum Withdrawal Amount" (as shown in Schedule One) will not apply.
 - 18.3. The Surrender Value is the value of the cancelled Units less the relevant charges as described under "Discontinuance Charge" in Clause 18.5 and "Additional Charge" in Clause 18.7.
 - 18.4. Each year the Contract Holder may withdraw or surrender, without incurring the Discontinuance Charge, up to 10% of each Contribution received in the last five years. The remainder of the total value of the Contract may be subject to deduction of the Discontinuance Charge.
 - 18.5. The Discontinuance Charge is 7.5% of the amount withdrawn or surrendered if the related Contribution has been allocated within the last year, reducing by 1.5% for each year of allocation of the related Contribution.
 - 18.6. Once a Discontinuance Charge has been calculated in relation to a specific Contribution, that Contribution (or part thereof) is recorded as having been used for this purpose. This ensures that no Discontinuance Charge can be calculated and imposed twice in respect of the same Contribution (or part thereof). When carrying out this procedure, the Company will always refer to the earliest unused Contribution, so that there will either be no charge or, if there is a charge, it will be calculated to arrive at the lowest possible amount.

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- 18.7. When Units under the Contract are cancelled within the first three Contract Years for the purpose of surrender from the Contract and Contributions equal to the Minimum Contracted Contribution have not been made, an Additional Charge is made. When the Additional Charge applies, it will be paid by deduction of Units equal in value to the amount of the Additional Charge using the Bid Price of Units on the date of surrender, subject to any applicable currency exchange rates. The amount of the Additional Charge is shown in Schedule One. This Additional Charge will only be made once.
- 18.8. If, immediately after a withdrawal is effected, the value of the Units remaining allocated to the Contract would be less than the amount of the charges due on surrender, the Company will deduct these amounts from the amount to be paid in settlement of the withdrawal and the Contract will be fully surrendered.
- 18.9. For all calculations required in connection with a withdrawal or surrender request, the Company uses the Unit Bid Price(s) and any applicable currency exchange rates on the next Valuation Day following receipt and acceptance by the Company.
- 18.10. No withdrawal can be made where the amount specified to be withdrawn is less than the Minimum Withdrawal Amount.
- 19. Payment of Contributions**
- 19.1. A Contribution will be regarded as paid on the later of the day on which it is credited to the Company's bank account and the date that the Contribution received can be clearly identified as relating to the Contract (subject to the Company's acceptance of the Contribution in accordance with Clause 17).
- 20. Rounding**
- 20.1. The number of Units deemed to be allocated to and cancelled under this Contract will include fractions of a Unit rounded to the nearest second decimal place (or as many places as the Company deems appropriate). The Bid Price calculated under Clause 10 will be rounded to four significant figures (or as many places as the Company deems appropriate) subject to a maximum of four decimal places.
- 21. Currency**
- 21.1. The currency of this Contract is stated in the Contract Certificate. Contributions, Unit Funds, Contract Charges, Contract Benefits and/or the Contract itself may each be denominated in different currencies and currency conversions may be required at various stages throughout the life of the Contract. For example, whenever a withdrawal is made the amount required will be converted from the Unit Fund currency to the Contract Currency, and then to payment currency if different. As such some transactions may involve more than one currency conversion.
- 21.2. The rates of currency exchange used by the Company are available on request.
- 22. Contract Ownership Rights**
- 22.1. Where the Contract is taken out by two Contract Holders, in the absence of written instructions to the contrary, should one of the Contract Holders die ownership will pass to the surviving Contract Holder, subject to Clause 23 and where applicable any life assurance provisions specified in the Contract Certificate.
- 22.2. Where the Contract is taken out or held by one Contract Holder the Company will accept instructions from the deceased Contract Holder's legally appointed "executor", "personal representative" or "administrator" (as applicable) of their estate.
- 22.3. Any change of ownership should be made by a deed of assignment. No assignment of the Contract shall be binding on the Company unless it is in writing and a notice of assignment has been received by the Company whilst the Contract is in force. The deed of assignment must be fully completed and signed by the current Contract Holder(s) and the new Contract Holder(s). The Company assumes no responsibility for the validity of any assignment and where accepted shall be entitled to rely on the express written instructions in the assignment instrument.
- 22.4. The Contract Holder(s) may nominate a beneficiary or beneficiaries by completing the "Beneficiary Nomination Form" or "Transfer of Ownership Form" prescribed by the Company to specify to whom applicable Contract Benefits should be paid.
- 22.5. The nomination of a beneficiary shall not:
- 22.5.1. affect the ownership of the Contract which will remain with the Contract Holder(s); and
- 22.5.2. confer any right or rights in the Contract on a beneficiary until a Contract Benefit becomes payable by the Company.
- 22.6. For any assignment or any other legal change of ownership of the Contract, the Company will require satisfactory documentary proof that the person(s) nominated or claiming to have rights in respect of the Contract have been duly authorised by legal instrument or any applicable law to act in the stead of the Contract Holder. The Company reserves the right to only act where the written instructions are clear and there are no conflicting claims in respect of the Contract.
- 22.7. Where a Contract Holder has died, the Company reserves the right to refrain from acting on any instructions until a decision has been received, following a reasonable request, from a competent court sanctioning an individual's appointment or probate is granted on the deceased Contract Holder's estate.
- 23. Death Benefit**
- 23.1. The Company shall pay to the Contract Holder or Nominated Beneficiary the Death Benefit, subject to Clauses 24, 25, 29 and 30.
- 23.2. In the case of a joint life first death Contract, the death of the first Life Assured to die will give rise to the death claim. In the case of a joint life last survivor Contract, the death of the second of the Lives Assured to die will give rise to the death claim.
- 23.3. The value of the Death Benefit will be determined using the value of the Units at the Bid Price(s) and taking into account any applicable currency exchange rate applying on the next Valuation Day following receipt by the Company of notification of the death of the relevant Life Assured.
- 23.4. The Death Benefit will be restricted to 101% of the Surrender Value of the Contract in the event that:
- 23.4.1. in the case of a single-life Contract, where the life assured is over age 75 on the Commencement Date;
- 23.4.2. in the case of a joint life first death Contract, where either of the Lives Assured is over age 75 on the Commencement Date; or
- 23.4.3. in the case of a joint life last survivor Contract, where both of the Lives Assured are over age 75 on the Commencement Date.

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- 23.5. Where the age of any Life Assured is incorrectly stated in the Contract Certificate, the Contract will not become void but any benefit will be adjusted to the extent that the Company considers appropriate.
- 23.6. If the death giving rise to the claim was suicide, and if the death occurred within one year of the Commencement Date, the Company will have complete discretion as to the amount of the Death Benefit payable. However, the amount payable shall never be less than the Surrender Value of the Contract upon the Company's receipt of notification of death, after the Company has deducted any Contract Charges outstanding in the first Contract Year.
- 24. Payment of Contract Benefits**
- 24.1. A Contract Benefit may be claimed under this Contract in respect of:
- 24.1.1. a claim for Death Benefit, subject to the provision of a completed death claim in the prescribed form, evidence of the date and cause of death and any other information that the Company may deem necessary; or
- 24.1.2. a surrender or withdrawal, subject to the provision of a duly completed claim form or request for payment signed by the Contract Holder and any other information that the Company may deem necessary.
- 24.2. Where ownership of the Contract has passed from the original Contract Holder named in the Contract Certificate to a third party, and the third party is claiming a Contract Benefit under the Contract, the Company will require satisfactory evidence of the third party's ownership of the Contract.
- 24.3. Any Contract Benefit described above will become payable only after the repayment of any amounts due to the Company.
- 25. Tax**
- 25.1. In the event of any changes in taxation (including change due to an alteration in the residency status of the Contract Holder) affecting the Company's liability, which become effective after the Date of Issue, in relation to either the Company, the Unit Funds or the Contract Benefits, the Company shall make such modifications to the benefits and conditions of this Contract as are necessary to enable it to meet the benefits and conditions as closely as is reasonably possible whilst acting within the confinements imposed upon it by such changes in taxation. In the event that the Company appointed actuary decides that the changes are not possible then the Contract will be surrendered. The terms of the surrender will be determined by the Company appointed actuary who will take into account the Contract Holder's interests and those of the Company.
- 25.2. The Company maintains the Hansard Unit Funds on behalf of the Contract Holders, and the capital gains and investment income arising on the Hansard Unit Funds are not currently subject to tax.
- 25.3. This Contract is not available to residents of the United States of America or U.S. Persons, and is not normally available in EU member states. If the Contract Holder becomes resident in one of these territories the Company must be notified promptly. The Company may not be able to accept in respect of this Contract:
- 25.3.1. payment of any further Contributions; or
- 25.3.2. any instructions to vary the choice of Unit Funds from the range available.
- 25.4. In the event of any changes in taxation legislation affecting the Company, the Unit Funds or the Contract Benefits, the Company may make such alterations it considers necessary to the Contract Terms to take account of such changes and take such other action as it is obliged to do so by law. The Company will notify the Contract Holder accordingly.
- 26. Unclaimed Contract Benefits**
- 26.1. Although the Company will pay the relevant Contract Benefits, there may be situations where the Contract Holder or Nominated Beneficiary do not claim the Contract Benefits.
- 26.2. In such a situation the Company will endeavour to contact the Contract Holder or Nominated Beneficiary by any reasonable means available at the time. If after all reasonable efforts to contact the Contract Holder or Nominated Beneficiary are exhausted or five years elapse from the date the Contract Benefit was due to be paid, then the Contract Benefit will be classified as unclaimed and as such will no longer be deemed a liability of the Company.
- 27. Notices**
- 27.1. All notices which the Contract Holder is required to give must be sent to the Company using the following methods:
- In writing:
Hansard International Limited
55 Athol Street
Box 192
Douglas
Isle of Man
IM99 1QL
British Isles
 - By telephone: +44 (0)1624 688000
 - By email: global.support@hansard.com
 - Or by using the Contract Holder's Online Account at hansard.com
- 28. How to make a Complaint**
- 28.1. If for any reason it is necessary to make a complaint about the Contract, the basis of the complaint should be made in writing to the Company as soon as possible. The Company's complaints policy is available on request or can be found at hansard.com. To make a complaint please contact the Company in one of the following ways:
- In writing:
To the address given in Clause 27.1, marked for the attention of the Complaints Manager
 - By email: complaints@hansard.com
- 29. Legal or Regulatory changes**
- 29.1. If legal or regulatory changes in any country prevent the Company from fulfilling precisely its obligations under this Contract, the Company will amend those obligations in such a way as to enable the Company to meet its original obligations as nearly as is possible, whilst acting within the confinements imposed upon it by such circumstances.

Contract Terms and Conditions

30. Events outside the Company's Control

- 30.1. The Company reserves the right if, in its reasonable opinion, exceptional circumstances arise and it considers it to be in the general interests of the majority of Contract Holders to do so, to defer the following for such period as it considers appropriate and equitable in the circumstances having regard to the interests of Contract Holders generally:
- payment of Contract Benefits; and/or
 - withdrawal requests; and/or
 - switch requests; and/or
 - redirection requests.
- 30.2. As a deferment can arise for numerous reasons, the Company has the right to value the Unit Fund at nil or on any other reasonable basis during the period of deferment. The fund manager of an underlying asset in any Unit Fund may exercise similar rights of deferment.
- 30.3. A deferment will affect the Company's ability to act on the Contract Holder's instructions including the making of any payment under the Contract, be it a withdrawal or surrender. Where it becomes necessary to defer:
- 30.3.1. the Contract Benefit will be calculated on the next Valuation Day after the end of the period of deferment;
- 30.3.2. the withdrawal or surrender will be calculated on the next Valuation Day after the end of the period of deferment;
- 30.3.3. the switch will be calculated on the next Valuation Day after the end of the period of deferment;
- 30.3.4. during the period of deferment, any Contributions which would otherwise have been allocated to investment in a particular Unit Fund will be redirected to an alternative investment in one or more other Unit Funds in accordance with Clause 6.3.3 or where possible upon receipt of the Contract Holder's written instructions; and
- 30.3.5. the pricing of a Unit will be calculated on the next Valuation Day after the end of the period of deferment.
- 30.4. The Company's obligation is to account to the Contract Holder for the sums it actually receives from the external manager in relation to the investment funds chosen by the Contract Holder less any Contract Charges under the Contract.
- 30.5. The Company shall be entitled to a reasonable extension of time to perform any obligation under this Contract where the delay is due to any cause beyond its reasonable control.
- 30.6. The Company will not be responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, earthquake, storm, tornado, hurricane, war, strike, riot, or acts of God provided that the Company uses commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance under the Contract as soon as reasonably practicable.

31. Variations to the Contract

- 31.1. The Contract may only be varied by a written endorsement duly signed by a person expressly authorised by the Company for that purpose.
- 31.2. The Company may change any of the Contract Terms with or without notice in the following circumstances:
- 31.2.1. there is a change in legislation or regulation that affects the interpretation of the Contract;
- 31.2.2. if the effect of continuing to apply a Contract Term is deemed to unfairly impact the Contract Holder; or
- 31.2.3. the desired outcome is to make the Contract Terms and/or Contract Documents clearer or rectify any errors or omissions.

32. Place at which this Contract was made

- 32.1. The Contract Holder's application for this Contract was accepted by the Company in the Isle of Man and accordingly this Contract was made in the Isle of Man.

33. Governing law and jurisdiction

- 33.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Isle of Man.
- 33.2. The courts of the Isle of Man shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

34. Levies for Contract Holder protection

- 34.1. The Company shall be entitled to make deductions as it deems appropriate at its sole discretion, from the Unit Funds and/or benefits payable under this Contract in respect of the operation of any statutory Contract Holder protection scheme from time to time in operation in the Isle of Man.

Notes



HANSARD
INTERNATIONAL

Hansard International Limited (Far East)

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Telephone: +44 1624 688000 Website: hansard.com

Company Number: LF06823 Licence Number: IS200996

A Member of the Labuan International Insurance Association

Regulated by the Labuan Financial Services Authority

Hansard International Limited

55 Athol Street, Box 192, Douglas, Isle of Man IM99 1QL, British Isles

Telephone: +44 1624 688000 Website: hansard.com

Registered Number: 032648C

Regulated by the Isle of Man Financial Services Authority