

# BCP

Invest with confidence



## BCP / Intesa Sanpaolo 7 Year Credit Union Deposit

0.5% AER  
7 Year Term Deposit



## OVERVIEW

- 0.5% Fixed deposit interest paid out in years 1 to 7 (0.5% AER)
- Intesa Sanpaolo S.p.A has the right (but not the obligation) to terminate the deposit in whole at par at the end of year 6
- Deposit Interest paid out in October each year
- Intesa Sanpaolo S.p.A. is one of Europe's largest retail banks
- Market Capitalisation of €35 billion
- Profit of €4 billion in 2019
- Intesa Sanpaolo S.p.A. Deposit Credit Rating is BBB (S&P)
- Available to Credit Unions, Charities, Pensions, Corporates, Religious Orders, Friendly Societies and Individuals
- Minimum Investment €500,000 for Credit Unions (€100,000 for other investors)
- Closing Date 24th September 2020

**Warning: If you invest in this product you will not have any access to your money for 7 Years IF not called in by Intesa Sanpaolo S.p.A. at the end of year 6. Warning: If Intesa Sanpaolo S.p.A. were to default, you could lose some or all of your investment and potential interest.**

*This product is a permitted investment under the Central Bank of Ireland's credit union handbook.*

AER is Annual Equivalent Rate.

## KEY FEATURES

### HOW THE DEPOSIT WORKS

The product producer of the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit (the "Deposit") is BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4, DO4 XK68.

Funds are placed in a fixed term deposit account at Intesa Sanpaolo S.p.A. (the "Bank"), in the name of BCP. This account is a pooled Client Asset account in the name of BCP. The Deposit Interest

earned will be paid to BCP within 5 working days of 30th September each year and passed on to Depositors by BCP.

- 0.5% Fixed deposit interest paid out in years 1 to 7.
- Intesa Sanpaolo S.p.A has the right (but not the obligation) to terminate the deposit in whole at par at the end of year 6.

### SUITABILITY

The BCP / Intesa Sanpaolo 7 Year Credit Union Deposit is not suitable for investors who require access to their capital before the maturity date on 30th September 2027. This investment is suitable for investors seeking annual income, 100% capital security at maturity, and an investment term of 7 Years IF not called in by Intesa Sanpaolo

S.p.A. at the end of year 6. Prior to the transfer of funds to the Bank and at maturity, investments will be held in a BCP pooled Client Asset account (funds held with AIB plc prior to commencement). Credit Unions should ensure any investment in this deposit does not exceed regulatory or internal investment limits.

### DEPOSIT PERFORMANCE

Deposit Performance is the initial investment plus annual interest. Deposit Performance is provided by the Bank. In the event that the Bank fails to meet its

liabilities, you could lose some or all of your money. Your investment is not covered by any Deposit Guarantee Scheme.

### INTESA SANPAOLO S.P.A. CREDIT RATINGS

Investors will be exposed to the creditworthiness of Intesa Sanpaolo S.p.A. The insolvency of Intesa Sanpaolo S.p.A. may lead to a partial or total loss of your investment.

	S&P	FITCH	MOODY'S
<b>Credit Ratings</b>	BBB	BBB	Baa1
<b>Outlook</b>	Negative	Stable	Stable

Source: Bloomberg as at August 2020.

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## DO I HAVE ACCESS TO MY INVESTMENT?

No withdrawals may be made from the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit before the maturity date on 30th September 2027 or before 30th September 2026 IF called in by the Bank.

## WHAT ABOUT TAX?

As provided for in Finance Act 2016, the rate of DIRT applying to the gross interest earned on the Deposit from 2020 onwards will be 33%, where applicable. Irish resident corporate investors will be taxable on any Interest earned at 25%. Tax exempt investors including Credit Unions, Religious Orders, Charities, Pensions, and Friendly Societies, will be paid gross and will not

be subject to tax on any interest earned (please see DIRT Exemption Form on page 8). Personal and Corporate investors will receive interest gross without deduction of tax but will have to pay any tax due via their tax returns. Depositors should satisfy themselves in relation to Revenue reporting requirements and the implications of non-disclosure.

## WHERE DOES MY INVESTMENT IN THE BCP / INTESA SANPAOLO 7 YEAR CREDIT UNION DEPOSIT GO?

The paragraph below displays how the investment is structured for a hypothetical €1,000,000 investor. The BCP / Intesa Sanpaolo 7 Year Credit Union Deposit provides 100% Deposit Performance by placing 100% or €1,000,000 of your investment amount on deposit. This amount will remain at 100% or €1,000,000 throughout the 7 Year Term IF not called in by Intesa Sanpaolo S.p.A. at the end of year 6. This Deposit offers fixed deposit interest of 0.5% in years 1 to 7, which is paid out in October each year. BCP will receive an initial fee of 0.35% or €3,500 for the

distribution, marketing and administration of the Deposit throughout the 7 Year term equivalent to 0.05% per annum. An initial fee of 0.35% or €3,500 is payable to your intermediary equivalent to 0.05% per annum for the 7 Year term; this is payable to BCP if you do not deal with us through an intermediary. No charges or fees are taken away from your Deposit or your maturity payment, and there are no annual management charges, so any returns are based upon the full amount you place into the Deposit.



**IMPORTANT NOTE:** Investments will be held by the Bank as deposits in the name of BCP. In the event of any failure by the Bank to meet its liabilities, as investors are not customers of the Bank, BCP will seek the return of funds on behalf of investors. Investors must deal directly with BCP in this instance.

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# APPLICATION FORM

We hereby apply for the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit as follows:

PLEASE COMPLETE IN BLOCK CAPITALS

Investment advice was provided by: Retained Advisor  \_\_\_\_\_ (Firm Name) Intermediary  BCP

Name of Applicant:

Address to which any correspondence to be sent:

Corporate Tax ID:

Central Bank Registered CU Number:

CHY Number:

Contact Person:

Telephone:

Email:

(Required)

Source of Funds:

New investment from existing funds  Reinvestment from BCP product  Encashment of another product

Payment by: Cheque:  Bank Draft:  EFT:

For payment by Bank Draft and EFT please provide source of funds details below:

Bank/Building Society/Credit Union Name:

Account Name:

Account Number:

Sort Code:

IBAN:

## INVESTMENT AMOUNT

BCP / Intesa Sanpaolo 7 Year Credit Union Deposit €

(Minimum €500,000, increments of €100,000)

BCP Electronic Funds Transfer (EFT) Details:

Bank Name: AIB

Bank Address: 100 Grafton St. Dublin 2

Account Number: 03623-969

Account Name: BCP Asset Management DAC Client Asset Account

Sort Code: 93-12-33

BIC Code: AIBKIE2D

IBAN No.: IE23 AIBK 9312 3303 6239 69

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# DECLARATION

I/We confirm that I/we have read and understand the Terms and Conditions as set out in the Brochure and agree to be bound by them.

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I/We hereby request and authorise BCP to give effect to any written request, direction or instruction relating to the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit on the signature(s) of me/us.

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I/We acknowledge that no interest will be paid to me/us in relation to the period up to 30th September 2020.

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I/We declare that this authorisation, unless terminated by dissolution, or by operation of law, shall remain in full force and effect until the end of the 7 Year Term.

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I/We consent to my/our information being used by BCP Asset Management DAC to provide information on new business opportunities.

Tick box if applicable



I/We confirm I/we have received the BCP Client Asset Key Information Document.

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I/We authorise my/our advisor to view details of my/our account online.

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I/We agree to receive valuations and other communications from BCP online via vespro.bcp.ie

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I/We represent and warrant that the Credit Union is investing as principal and in full compliance with the Credit Union Act 1997 (Regulatory Requirements) Regulations 2016 – S.I. No. 1 of 2016 including in particular Part 5 of those regulations and in accordance with the investment strategy of the Credit Union.

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I/We confirm that where we have provided personal data in respect of an officer, director or employee I/we have obtained their consent for providing this information to BCP.

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I/We confirm that there is no beneficial owner with a 25%+ interest in the Credit Union.

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**Signed (two authorised signatories must sign as per Mandate below):**

**SIGNATURE (A):**

on behalf of the Applicant

Date:

**SIGNATURE (B):**

on behalf of the Applicant

Date:

Email address for vespro.bcp.ie registration:

(Required)

**New & Existing Clients**

Confirmation of identity must be provided in accordance with Section 2 of the Terms and Conditions.

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# MANDATE FOR THE INVESTMENT

At a meeting of the Directors duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 the following resolution was passed.

"Resolved that (insert applicant name): \_\_\_\_\_ should invest; €\_\_\_\_\_ in the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit and the following are authorised to complete, on behalf of the company, the application forms and other documentation relating to this investment."

Specimen signatures of those authorised to give instructions (Minimum 2 signatories are required)		
NAME	OFFICIAL POSITION	SIGNATURE

**I certify the above to be a true copy of the Resolution recorded in the minute book**

**SIGNATURE:**  
(Authorised Signatory)

Print Name: \_\_\_\_\_ Director/Secretary\* *(Delete as appropriate)*

Date: \_\_\_\_\_

\* Mandatory

# DIRT EXEMPTION FORM FOR CREDIT UNIONS, CHARITY AND CORPORATE INVESTORS

**Please complete below for CREDIT UNIONS**

I confirm that: \_\_\_\_\_

Credit Union is a relevant deposit taker as defined by the Revenue Commissioners DIRT guidelines and are therefore not subject to Deposit Interest Retention Tax (DIRT).

**SIGNATURE:** \_\_\_\_\_ *(Authorised Signatory)*

Name: \_\_\_\_\_ *(Block Capitals)*

Capacity: \_\_\_\_\_ *(Identify Role/Title/Position)*

Date: \_\_\_\_\_

**Please complete below for CHARITY INVESTORS**

I confirm that: \_\_\_\_\_ is an Exempt Charity and that the Charity number (CHY) is \_\_\_\_\_

Please pay the proceeds of the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit gross of Deposit Interest Retention Tax (DIRT).

**SIGNATURE:** \_\_\_\_\_ *(Authorised Signatory)*

Name: \_\_\_\_\_ *(Block Capitals)*

Capacity: \_\_\_\_\_ *(Identify Role/Title/Position)*

Date: \_\_\_\_\_

**Please complete below for CORPORATE INVESTORS**

I confirm that: \_\_\_\_\_ is an Irish Resident Company within the charge to Corporation Tax and that the corporate tax ID number is \_\_\_\_\_

Please pay the proceeds of the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit gross of Deposit Interest Retention Tax (DIRT).

**SIGNATURE:** \_\_\_\_\_ *(Authorised Signatory)*

Name: \_\_\_\_\_ *(Block Capitals)*

Capacity: \_\_\_\_\_ *(Identify Role/Title/Position)*

Date: \_\_\_\_\_



# TERMS & CONDITIONS

## 1. DEFINITIONS

- 1.1 'you/your/depositor' means the customer(s) who is/are placing funds in the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit.
- 1.2 'the Deposit' means the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit.
- 1.3 The 'Term' means the duration of the Deposit which is placed in a Fixed Term Deposit with the Bank, commencing on 30th September 2020 and maturing on 30th September 2027 IF not called in by the Bank at the end of year 6.
- 1.4 'Deposit Interest' is the gross interest payable in accordance with Section 8 below.
- 1.5 The 'Bank' means Intesa Sanpaolo S.p.A. and its successors, assigns and transferees.
- 1.6 'BCP' means BCP Asset Management DAC and its successors, assigns and transferees.

## 2. CONFIRMATION OF IDENTITY (NEW & EXISTING CLIENTS)

Further to the money laundering provisions of the Criminal Justice (Money Laundering & Terrorist Financing) Act, 2010 as amended clients must provide with their application (1) Original certified copy of signed passport or full drivers licence certified by one of the following: Garda Síochána / Accountant / Solicitor / Notary Public / Embassy-Consular Staff Member / Authorised Financial Service Provider and (2) original address verification (e.g. utility bill) dated within the last 6 months. For payments by draft please provide a second form of separate address verification. Please note this applies to existing as well as new clients. Additional documentation will be required for corporate, pension and charitable organisation applicants.

## 3. CLIENT ORDER EXECUTION POLICY B

Client orders to BCP may be in writing, by email or by telephone. Orders will be prioritised according to the date and time they are recorded on the Firm's administration system; orders are recorded in the order they are received. Documentation (including that required to comply with BCP's Anti-Money laundering policy) can be transmitted to BCP at a date which is after the date that the client order is recorded.

## 4. YOUR INVESTMENT

- 4.1 BCP will initially lodge your investment in the Deposit to a client asset account with AIB in the name of BCP. On or before the commencement date the funds will be transferred to a client asset account with the Bank in the name of BCP, and will be held at the Bank until maturity of the Deposit. You will receive a confirmation from BCP of your investment in the Deposit.

## 5. AVAILABILITY

- 5.1 The closing date for applications is 24th September 2020, or earlier if fully subscribed (the 'Closing Date').
- 5.2 The minimum investment is €500,000 for Credit Unions and €100,000 for other investors.
- 5.3 The BCP / Intesa Sanpaolo 7 Year Credit Union Deposit is available to Credit Unions, Charities, Pensions, Religious Orders, Friendly Societies, Corporates and Individuals who are aged 18 or over investing on their own behalf.

## 6. COOLING OFF PERIOD

- 6.1 You have no right to cancel your application to invest in the deposit once your signed application is received by BCP. This is regardless of whether BCP has received funds at that time or not and regardless of whether the original application has been received or it is received in electronic form. If BCP has not received funds with the application, you are obliged to send these to BCP by the closing date.
- 6.2 BCP reserves the right, at its sole discretion, not to proceed with the deposit at any time up to and including the Start Date. Circumstances leading to this cancellation include but are not limited to total funds from Depositors at the Closing Date being considered insufficient, hedging conditions being adverse or BCP not being in a position to meet any obligation that the

counterparty may require. In these or other circumstances considered reasonable by BCP, the deposit shall not commence and your investment amount will be returned to you in full without interest.

## 7. WITHDRAWALS

Depositors in the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit will have no access to their capital before the end of the 7 Year Term IF not called in by Intesa Sanpaolo S.p.A. at the end of year 6.

## 8. DEPOSIT INTEREST

The Deposit Interest payable on the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit will be 0.5% fixed interest paid out in years 1 to 7 IF not called in by Intesa Sanpaolo S.p.A. at the end of year 6. The Deposit Interest will be credited and paid to BCP within 5 working days of 30th September each year and passed onto Depositors by BCP.

## 9. MATURITY

BCP will contact you before the Deposit matures to advise of repayment and reinvestment opportunities available at that time. At maturity, funds will be transferred to a separate BCP client asset account outside of the Bank. BCP will, following receipt of your instructions, process maturity payments electronically OR reinvest the proceeds as instructed. If you do not provide us with an instruction, matured funds will be held in this BCP client asset account unless BCP have notified you otherwise in writing. No interest will be paid to you on these funds after maturity of the Deposit.

## 10. COMPLAINTS

Any complaint about the sale of the Deposit should be made to your Adviser or the intermediary through whom you transacted. A complaint about any other aspect of this product should be made to BCP. Any such complaints will be investigated in accordance with BCP's complaints policy, details of which are available from BCP.

## 11. CONFIDENTIALITY

BCP observes a strict duty of confidentiality about your financial affairs. Save at your request or with your consent, BCP will not disclose any details relating to your deposit to anyone else other than in the following circumstances:

- to comply with a Court Order.
- to comply with a direction or request from a statutory or regulatory body entitled to such details.
- in accordance with any applicable legislation.

## 12. CLIENT ASSET ACCOUNTS

This product is deposit based and the Bank is the underlying deposit taker. Investors will receive confirmation of their investment from BCP. Client asset accounts contain funds which are pooled with other clients' funds. Investors have a claim against BCP in relation to the client assets pool in a specific account. You will not have a legal interest in the deposit account with the Bank and as such you will not be a customer of the Bank.

## 13. OPERATION OF THE BCP / INTESA SANPAOLO 7 YEAR CREDIT UNION DEPOSIT

Neither BCP, the Bank nor their agent(s) will be liable for any loss you may suffer if BCP, the Bank or their agent(s) is prevented from providing any service as a result of industrial action, power failure or other cause beyond the reasonable control of BCP, the Bank or their agent(s). The Bank acts as deposit taker and is not liable for the responsibilities of BCP to you in relation to the Deposit or for any information provided to you by BCP. The Bank is not offering financial or tax advice to BCP or depositors. It does not make any representation, express or implied, as to the investment terms or the performance of the Deposit. Any such statements herein, as well as all other statements regarding the Deposit, are the sole responsibility of BCP. This brochure has been drafted by BCP. The Bank accepts no responsibility for the accuracy or the information

set out in this brochure nor have they verified the accuracy of such information. The Bank has not reviewed this brochure. In the event of any default you must contact BCP in whose name the deposit is held or in the event of BCP's insolvency the liquidator or other appointed insolvency practitioner.

#### 14. DATA PROTECTION

BCP Asset Management DAC complies with the requirements of the General Data Protection Regulation 2018.

"Information" means any information given by you or on your behalf in connection with your Investment Application to us. Where you are not a natural person, Information also includes any information you provide to us in respect of your officers, directors or employees, in this regard the use of the term 'you' in this Section 14. Data Protection refers to you or such individuals as appropriate. Information includes any further information which may be given at a later stage either in writing, by email at a meeting or over the telephone including that furnished in connection with any application for any product/service available through us.

The Information will be used by us for the purposes of processing your applications, managing and administering your relationship with us and any products/services for which you have completed an application. The information will also be used for the prevention of money laundering, financing of terrorism or fraud, and compliance with any legal and regulatory obligations which apply to us.

The Information may be disclosed to BCP Asset Management group, third parties including, but not limited to, the intermediary acting on your behalf, product producers/service providers to which you have submitted an application or to which such submission is being contemplated, the providers of services to us, the Administrator, distributors, the Trustee and/or their respective delegates and agents of any Fund you are invested in. We may also disclose your data for legitimate business interest & legal obligations, to auditors, the Central Bank of Ireland, the Irish Revenue Commissioners, other relevant regulators and tax authorities. For further information on Foreign Account Tax Compliance Act (FATCA) or Common Reporting Standard (CRS) please refer to Irish revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link: <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> in the case of CRS only.

#### RIGHT OF ACCESS, RECTIFICATION OR ERASURE

You have the right at any time to request a copy of any "personal data" (within the meaning of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018) that we hold in relation to you and have it corrected if it is inaccurate or out of date. To exercise your Right of Access or to update your details under your Right of Rectification or Erasure please email your request to [Dataprotection@bcp.ie](mailto:Dataprotection@bcp.ie).

#### DATA RETENTION

Information submitted by you when making an enquiry may be retained by us for a period of up to 12 months from the date of the enquiry. Your information will be held for a period of at least 6 years after the ending of the client relationship.

#### DATA SECURITY

BCP Asset Management DAC intend to strictly protect the security of your personal information and carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate steps to safeguard and secure information held by us.

#### 15. CANCELLATION

If total funds received from depositors at the Closing Date are deemed to be insufficient, hedging conditions are adverse or BCP is not in a position to meet any obligations that the counterparty may require, BCP reserves the right not to proceed with this product and to repay depositors.

#### 16. VARIATION

These Terms and Conditions may be changed if a decision, recommendation or change is made by a Court, Regulator, Ombudsman or by legislation. BCP will notify you personally of any changes and will endeavour to give you at least 1 month's notice.

#### 17. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and shall be construed in accordance with Irish Law. By signing the application form for the BCP / Intesa Sanpaolo 7 Year Credit Union Deposit, you agree that any dispute may be resolved by the courts of Ireland.

If there is a conflict between these terms and conditions and the terms and conditions in the Intesa Sanpaolo S.p.A. Deposit Supplement then the terms and conditions in the Deposit Supplement shall have supremacy.

#### 18. DEPOSIT GUARANTEE SCHEME

Your investment is not covered by any Deposit Guarantee Scheme.

#### 19. TAX/ACCOUNTING

The Bank is not offering (and has not provided) any tax or accounting or other advice in respect of the Deposit to BCP or depositors. Prospective depositors in the Deposit should consult their own tax advisors as to the Irish or other tax consequences of investing in the Deposit. Any statements herein in relation to tax are the sole responsibility of BCP.



