

THE  
APPROVED RETIREMENT  
FUND (ARF)/APPROVED  
MINIMUM RETIREMENT FUND  
(AMRF) FORM

**A PERSONAL DETAILS**

I hereby apply for a;

BCP APPROVED RETIREMENT FUND

AND/OR

BCP APPROVED MINIMUM RETIREMENT FUND

**(A) NAME (MR/MS)**

**DATE OF BIRTH**

Place of Birth  
(Town/City)

**PPS NUMBER**

**OCCUPATION/  
FORMER OCCUPATION**

Marital Status

**ADDRESS**

  
  


**TELEPHONE**

Day

Mobile

**EMAIL**

**EMPLOYMENT STATUS:** (please tick one)

Employed

Self Employed

Not Employed

Retired

**If you are Employed or Retired please confirm:**

Name of Employer or former Employer

What is/was your role/ occupation

What is/was the nature of your Employers/ former Employers business

**If you are Self Employed please confirm:**

Please provide a brief description of your business activities

Please detail the country or countries where at least 20% of turnover originates

Your website (if applicable)

**COMMON REPORTING STANDARDS (CRS)**

**For Common Reporting Standard purposes:**

Are you a resident of any country or territory other than Ireland for tax purposes?

Yes

No

If **Yes**, please list below all countries/territories in which you are resident and provide the relevant Tax Identification Number(s) (TIN):

Country/Territory 1

Tax Identification Number

Country/Territory 2

Tax Identification Number

**POLITICALLY EXPOSED PERSON (PEP), RELATIVE OR CLOSE ASSOCIATE (RCA) OF A PEP AND OTHER PERSONS OF INFLUENCE**

Are you (or have been within the last 12 months), a PEP or RCA of a PEP?

Yes

No

Do you hold a prominent position or enjoy a high public profile?

Yes

No

Are you involved in political lobbying?

Yes

No

**If you have answered Yes to any question, please complete the PEP, RCA and Other Persons of Influence Supplementary Form. An explanation of these terms is provided in Supplementary Form (page 17-19).**

**B INVESTMENT INFORMATION**

**Only complete the following section if you are applying for an ARF; if you are applying for an AMRF, please move directly to Section C overleaf.**

Do you have an Approved Minimum Retirement Fund investment with BCP Asset Management DAC or another Qualifying Fund Manager?

Yes

No

If **Yes**, please provide the following details:

Qualifying Fund Manager

Reference No.

Amount of Original Investment

€ 

If you do not have an Approved Minimum Retirement Fund, you must be able to answer yes to at least one of the following three questions:

1. Are you aged over 75? (If Yes, please provide proof of age)

Yes

No

2. Are you receiving pensions (including Social Welfare) of at least €12,700 per annum? (If Yes, please attach copies of payment slips)

Yes

No

3. Have you paid at least €63,500 from a retirement fund to buy a pension annuity? If **Yes**, please provide the following details:

Insurance Company

Reference No.

Amount of Premium

€ 

Date of Investment

**C BANK DETAILS (FOR PAYMENT OF INCOMES AND DISTRIBUTIONS)**

BANK NAME

ACCOUNT NAME

SORT CODE

ACCOUNT NUMBER

IBAN

**D INVESTMENT CHOICE**

**Please complete the section below by entering your investment amount for each product(s).**

**The minimum investment amount for each product is €20,000 and investments must be in increments of €1,000.**

Investment advice was provided by:

Intermediary

BCP

PRODUCT

INVESTMENT AMOUNT

<input type="text"/>	€ <input type="text"/>
<input type="text"/>	€ <input type="text"/>
<input type="text"/>	€ <input type="text"/>
<input type="text"/>	€ <input type="text"/>
<input type="text"/>	€ <input type="text"/>
<input type="text"/>	€ <input type="text"/>
<input type="text"/>	€ <input type="text"/>
<b>TOTAL</b>	€ <input type="text"/>

**D** INVESTMENT CHOICE CONTINUED**BCP (€) Euro 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**CHEQUES SHOULD BE MADE PAYABLE TO BCP Asset Management DAC****E** SOURCE OF WEALTH & FUNDS**SOURCE OF WEALTH**

Income from Employment     Savings/Reinvestment     Bonus  
 Gift/Inheritance     Sale of Asset     Retirement Lump Sum

**SOURCE OF FUNDS**

Reinvestment from BCP product  
 Encashment of another product  
 Other  
*(please provide details)*

**F** INVESTMENT EXPERIENCE

The purpose of this section is to allow BCP to meet its regulatory obligations to ensure all investors in BCP products have an appropriate level of previous investment experience, knowledge and education, that would allow them to properly evaluate the features and the risks involved in the BCP product. Please note the completion of the table below is an important part of the application process so please complete all sections where relevant.

**ANY OTHER RELEVANT INFORMATION;****(A) EXPERIENCE INVESTING IN SIMILAR PRODUCTS:**

Have you previously invested in hard capital protected structured products with 90% or 95% capital security?

Yes

No

If **Yes**, please provide the no. of years' experience and no of investments made:
  
  


Have you previously invested in Kick-Out products?

Yes

No

If **Yes**, please provide the no. of years' experience and no of investments made:

**F INVESTMENT EXPERIENCE CONTINUED**

**(B) GENERAL INVESTMENT EXPERIENCE:**

Please complete for the most experienced person connected with the application and with as much information as possible.

Asset Class (Currently or Previously invested in via Pension or Investment Portfolio)	No Experience	Limited Experience	Good Experience	Number of Years' Experience	Number of investments/ trades placed	Investment Advice Used	No Investment Advice Used
	Please tick below where relevant			Please complete where relevant		Please tick below where relevant	
Multi-Asset Funds with minimum ESMA 4 risk rating							
Multi-Asset Funds with minimum ESMA 3 risk rating							
Equity Funds							
Listed Company Shares							
Capital Secure Deposit/ Tracker Bonds							
Capital Secure Note/ Certificate Bonds							
Property Funds							

Do you have a professional qualification?

Yes  No

If **Yes** please describe:

**G DECLARATION**

I hereby declare that to the best of my knowledge I am eligible to invest in an Approved Retirement Fund/Approved Minimum Retirement Fund under the Taxes Consolidation Act, 1997 (as amended).

I have read through the replies to all the questions in this application form and declare that to the best of my knowledge and belief all information and statements given whether in my handwriting or otherwise are accurate and complete.

I understand that failure to give true and complete answers to all questions may be grounds for rejecting a claim. I have not withheld or suppressed any material information and where in doubt about whether certain material facts are relevant I have disclosed them.

I authorise, where relevant, each of my previous qualifying fund managers or current qualifying fund managers to disclose to BCP Asset Management DAC such particulars as may be requested.

I authorise, where relevant, any insurance provider or pension scheme trustees to provide BCP Asset Management DAC with details of any pension annuity paid to me.

I confirm that I have received the Standard European Consumer Credit Information ("SECCI") attached to this application form.

I authorise my advisor to view details of my account online via vespro.bcp.ie.

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

I hereby request and authorise BCP to give effect to any written request, direction or instruction relating to the Bond on the signature of me and I declare that this authorisation, unless terminated by my death or by operation of law, shall remain in full force and effect until the end of the Term of each product.

I/We understand the Terms and Conditions as set out in the Brochure including the location of the counterparty and agree to be bound by them.

I authorise BCP to hold my personal data on file, to contact me in writing, by telephone or by email in respect of financial services matters.

I confirm that I have received the BCP Client Asset Key Information Document.

I confirm that I have received the Key Information Document (KID) for each investment.

I confirm that I am not a U.S. Person(s) and I am resident outside the United States.

I confirm that I will notify BCP if I become a U.S. Person or reside in the United States during the term of the Bond(s). I understand that should this occur I cannot continue to hold the investment and must surrender the Bond(s) at its realisable value which may be more or less than the initial investment.

H

## SIGNATURE(S)

**Please tick and sign below as applicable:**

I confirm that I have read and understand the BCP ARF/AMRF Terms and Conditions attached to this application and agree to be bound by them.

I confirm that I have read and understand the benefits, risks and warnings as set out in the Brochure for each investment being applied for, and I have read and understand the Terms and Conditions and agree to be bound by them.

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

Tick box if applicable.

I instruct BCP to invest the maximum amount available in the relevant BCP Product(s) and fund Distributions/withdrawals for the duration of the individual bond(s).

Yes

No

**SIGNED****SIGNATURE:****DATE:**

For and on Behalf of Applicant

Email address for vespro.bcp.ie registration to view your account online

*(Required)*

Mobile number for vespro.bcp.ie for 2 factor authentication to view your account online.

*(Required)*

I

## INTERMEDIARY DECLARATION

**NAME OF INTERMEDIARY FIRM****RECURRING ADVISOR FEE:**

The minimum Recurring Advisor Fee is 0% and the maximum is 0.75% per annum (subject to increments of 0.05%).

**CLIENT MET FACE TO FACE?**Yes No **DOES YOUR CLIENT MEET ALL OF THE TARGET MARKET CRITERIA OUTLINED IN THE BROCHURE FOR EACH INVESTMENT?**Yes No *(Please tick where applicable)*

If you have answered 'No' please explain the reason(s):

  
  


I hereby confirm that I have provided investment advice to my client with respect to this investment.

**SIGNATURE****DATE****NAME****POSITION**

For and on behalf of the Intermediary.

**WARNING: The value of your investment may go down as well as up. You may get back less than you invest.**

# BCP ASSET MANAGEMENT DAC INVESTMENT SERVICES APPLICATION FORM

## SERVICE TO BE PROVIDED BY BCP

NON-ADVISORY



This document is to confirm that BCP are providing 'Non-Advisory' services to you as an investor. This means you are receiving investment advice from another firm and that BCP is providing execution-only services to you. Where Non-Advisory services are provided to retail clients in relation to complex financial instruments, BCP are required to gather relevant information in relation to your investment experience and knowledge only. This information gathering is completed via the Application Form.

APPLICANT

Email Address

APPLICANT

Email Address

## CONFIDENTIAL PRIVATE CLIENT INFORMATION

**WARNING: Not providing the information, or providing insufficient information, will not allow us to determine whether the service or product envisaged is appropriate for you. Should there be any material change in your circumstances please notify us. All information received is treated in confidence in accordance with the Data Protection Acts 1988 - 2018. "Information" means any information given by you or on your behalf in connection with this application or 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.**

## CLIENT CONFIRMATION

I/We hereby request BCP Asset Management DAC to provide Investment Services to me/us in accordance with its Terms of Business.

I/We understand and acknowledge that all transactions will be subject to the Terms of Business of BCP Asset Management DAC that are applicable at the time of each such transaction, and that the Terms of Business applicable at the date of this application may subsequently be varied.

I/We undertake to inform BCP Asset Management DAC in writing without delay if any information provided to the firm, including my/our address, residency, citizenship or tax status, changes.

I/We acknowledge that I/we have read, understand and accept BCP Asset Management DAC's Terms of Business.

By signing this application form, I/we consent to the Information provided being used as described in the Data Protection section of the Terms of Business and I/we consent to the extent required to the processing of the Information relating to me/us, including the transfer of the Information outside the EEA, as outlined therein.

### CLIENT SIGNATURE

(or Authorised Signatory for and on behalf of client)

### POSITION (If Applicable)

(Director/Trustee/Other/Specify)

DATE

### CLIENT SIGNATURE

(or Authorised Signatory for and on behalf of client)

### POSITION (If Applicable)

(Director/Trustee/Other/Specify)

DATE

# TRANSFER CERTIFICATE

**PLEASE NOTE | Before BCP Asset Management DAC can accept funds into an ARF or an AMRF, we must receive this Certificate fully completed by the existing Qualifying Fund Manager, pension or PRSA provider, appropriately stamped.**

## ARF | APPLICANT DETAILS

NAME

ADDRESS

  


TRANSFER AMOUNT

€

The amount being transferred is

A. From an existing ARF

OR

B. From a pension fund/retirement annuity contract/PRSA

Existing ARF contract  
policy number

Name of scheme/assurance company or PRSA provider

Revenue Approval  
Number/Policy No:

## AMRF | APPLICANT DETAILS

NAME

ADDRESS

  


TRANSFER AMOUNT

€

The amount being transferred is

A. From an existing ARF

OR

B. From a pension fund/retirement annuity contract/PRSA

Existing ARF contract  
policy number

Name of scheme/assurance company or PRSA provider

Revenue Approval  
Number/Policy No:

## ARF ONLY

WAS THE ORIGINAL ARF SET UP PRE 6TH APRIL 2000?

Yes

No

If the effective date of the original ARF is **pre** 6th April 2000, please state **in respect of the ARF assets being transferred:**

1. The amount  
represented by Income  
& Capital Gains:

€

2. The amount  
represented by The  
Residual Balance:

€

TOTAL

€

## DECLARATION

**ARF** | The applicant named above is beneficially entitled to the proceeds of this fund which are being transferred to an ARF or have previously been transferred to an ARF in accordance with subsection (2A) of Section 784 of the Taxes Consolidation Act 1997. The assets to be transferred do not form part of an AMRF within the meaning of Section 784C of the Taxes Consolidation Act 1997.

**AMRF** | The applicant named above is beneficially entitled to the proceeds of this fund which are being transferred to an AMRF or have previously been transferred to an AMRF in accordance with subsection (2A) of Section 784 of the Taxes Consolidation Act 1997.

SIGNED

(Authorised Signatory)

PRINT NAME

ON  
BEHALF OF

CONTACT TELEPHONE  
NUMBER

DATE



## DISTRIBUTIONS AND TAXATION

### APPROVED RETIREMENT FUND (ARF):

Under the 2011 Finance Act (as amended), tax will be charged on imputed distributions/withdrawals based on your age and on the value of your Approved Retirement Fund ("ARF"). This only applies to ARFs which were first established on or after 6th April 2000 and where the beneficiary is aged over 60.

If your total ARFs are under €2 million, each year tax must be deducted and remitted to Revenue based on:

- 4% of the value of your ARF, if you are over 60.
- 5% of the value of your ARF, if you are over 70.

If your total ARFs exceed €2 million, tax based on 6% of the value of your ARF must be deducted and remitted to Revenue each year.

All withdrawals (including the minimum withdrawals detailed above) are subject to income tax, Pay Related Social Insurance (PRSI) and Universal Social Charge (USC).

### APPROVED MINIMUM RETIREMENT FUND (AMRF):

Under the Finance Act 2014 Approved Minimum Retirement Fund (AMRF) holders may withdraw 4% of his or her AMRF value (at the time of the payment or transfer) in any one year. Withdrawals are subject to income tax, Pay Related Social Insurance (PRSI) and Universal Social Charge (USC).

## TERMS & CONDITIONS

**Aggregate Investment:** The total value of Your Investment including any investment growth, any additional Investments made less any accrued Fees and Charges;

**Approved Retirement Fund ("ARF"):** That part of Your Contract which is recognised by the Revenue Commissioners as an Approved Retirement Fund;

**Approved Minimum Retirement Fund ("AMRF"):** That part of Your Contract which is recognised by the Revenue Commissioners as an Approved Minimum Retirement Fund;

**BCP Product:** Any product offered by Us (either directly or as distributor) to which you intend to transfer or have transferred all or part of the Your Investment;

**Client Cash Account:** A nominal code specific to Your Contract for the purposes of accounting for your Investment.

**Contract:** Whichever of the following which is relevant to the transaction;- (a) BCP Approved Retirement Fund or (b) BCP Approved Minimum Retirement Fund;

**Distribution(s):** Any payment made whether or not to you directly including any payment made to the Revenue commissioners or other Governmental agency as required by law or Revenue practice, including any tax, levy or other statutory deduction;

**Fees and Charges:** The amounts shown in the Appendix as amended by Us from time to time. Any amendments will be notified to You in writing, which includes email and or by way of your online Vespro account, at least 30 days in advance of the change taking effect. The currently applicable fees and charges are available from Us on request and are available on our website [www.bcp.ie](http://www.bcp.ie);

**Day:** The day referred to, or where that day is a day where We or a relevant party is closed for business, or where that day is not a dealing day, the next day We or the relevant party is open for business or that is a dealing day;

**Financial Advisor:** The Intermediary nominated by you to whom/ which we pay remuneration. The Intermediary must hold an appointment in writing from Us and be authorised by the Central Bank of Ireland;

**Instruction:** A valid request to Our satisfaction to undertake an action;

**Interest:** The amounts shown as such in the Appendix as amended by Us from time to time. Any amendments will be notified to You in writing, which includes email and or by way of your online Vespro account, at least 30 days in advance of the change taking effect. The currently applicable interest amounts are available from Us on request and are available on our website [www.bcp.ie](http://www.bcp.ie);

**Investment:** The amount or assets you wish to place into the Contract;

**Our/We/Us:** BCP Asset Management DAC;

**Product with Limited Liquidity:** BCP Capital Secure Bonds and BCP Kick-Out Bonds or any other product designated by Us as a Product with Limited Liquidity based on Our assessment of its terms and if it is listed on a recognised market;

**You/Your:** The applicant for the Contract, or as the context so requires

the natural person for whom the Contract is established.

### MAKING AN INVESTMENT

To make an Investment the relevant amount must be lodged into the BCP Client Asset Account for the Contract. Once We receive the Investment it will be transferred to Your Client Cash Account within 1 Day.

For in specie transfers the assets will be registered in the name of Your Contract.

If You have provided Us with an Instruction to invest in a BCP Product the relevant part of the Investment will be transferred from Your Client Cash Account to that BCP Product no later than the Start date of that BCP Product.

Where a BCP Product does not have a Start Date (i.e. an open ended product) and Your Instruction is received by Us on any Day before 12.00 p.m. We will transfer the relevant part of Your Investment to the BCP Product within 1 Day provided that BCP Product can accept investments at that time.

Where Your Instruction is received by Us on any Day after 12.00 p.m. We will transfer the relevant part of Your Investment to the BCP Product within 2 Days provided that BCP Product can accept investments at that time.

Where a BCP Product cannot accept investments at the time described above, BCP shall defer transferring the relevant part of Your Investment to the BCP Product until such a time that the BCP Product can accept investments.

You may only cancel an Instruction to invest in a BCP Product provided the manufacturer, administrator or other party authorised to accept/ reject a cancellation request in respect of that BCP Product permits the cancellation to proceed.

### CLIENT CASH ACCOUNT – COMMON POOL

*All amounts in the Client Cash Account will be held in a Client Asset Account in the name of BCP Asset Management DAC. The money held in respect of Your Contract will be held with other clients' assets as part of a common pool so you do not have a claim against a specific sum in a specific account; your claim is against the client assets pool in general.*

*In the case of any such pooled client account we will ensure that such account is in the name of BCP Asset Management DAC, is designated as a client asset account and that only We are entitled to issue instructions in respect of this account. This client asset account will be operated in accordance with the Irish Client Asset Regulations 2017.*

### PROCEEDS OF A BCP PRODUCT

The proceeds of any interest coupon, encashment, kick out, maturity or any other payment of any BCP Product shall be transferred to the Client Cash Account within 1 Day of the Day they are received by Us.

An amount equal to the sum of

- any debit balance outstanding on the Fees and Charges Account shall be transferred from the Client Cash Account to the Fees and

**TERMS & CONDITIONS CONTINUED**

Charges Account prior to any other transfers being made from the Client Cash Account  
plus

- (b) the sum of all outstanding Distributions together with interest thereon

shall be deducted from the proceeds received into Your Client Cash Account prior to Us acting on any Instruction from You.

**DISTRIBUTIONS****Funded by Us**

Where Your Contract invests into a Product with Limited Liquidity, We will at Your request as indicated on the Application Form or as subsequently notified to Us by You in writing, fund Distributions for the duration of the individual bond(s).

Where We provide funding for Distributions Your Client Cash Account shall be debited with the amount of each Distribution and such amount shall be subject to interest calculated in accordance with the section on Credit below.

**Funded by You**

Where You do not request Us to fund Distributions for Products with Limited Liquidity You are required to ensure that after investing into a Product with Limited Liquidity, the remaining credit balance in Your Client Cash Account is in excess of anticipated aggregated Distributions over the duration of the term of the Product with Limited Liquidity.

We shall pay any Distribution from the credit balance in Your Client Cash Account. Should the credit balance ever be insufficient to meet the Distribution amount, You are required to transfer funds from a source acceptable to the Us and the Revenue to meet the Distribution amount.

Where You do not make the transfer referred to above within four weeks of Us paying the Distribution amount, You authorise Us to encash any of the Aggregate Investments for an amount equivalent to the Distribution amount paid by Us plus any expenses associated with the encashment.

**CREDIT**

Where You have requested Us to fund Distributions due on Products with Limited Liquidity we shall apply interest as described below.

Interest will be charged at the rate shown in the Appendix or as subsequently notified to You. The amount of Interest which is due on an annual basis shall be calculated daily as follows:-

$$\frac{\text{Aggregate Distributions} * \langle \text{Applicable Interest Rate} \rangle}{365}$$

Where

Aggregate Distributions means the outstanding Distributions funded by Us for Your Contract at the end of each day together with any outstanding accumulated interest thereon

and

Applicable Interest Rate means the rate of interest applicable on Distributions at the time the calculation is performed.

The amount calculated shall be debited to Your Client Cash Account no later than 10 Days after the end of each calendar month or prior to termination of Your Contract if earlier.

**FEES AND CHARGES****Annual Management Charge**

An Annual Management Charge ('AMC') shall apply to the Aggregate Investment. The amount of the AMC will be calculated on a daily basis as follows:-

$$\frac{\text{Aggregate Investment} * \text{AMC} \%}{365}$$

The AMC shall be debited to Your Fees and Charges Account each quarter or prior to termination of Your Contract if earlier. The amount debited shall be subject to the minimum and maximum AMC charges applicable at the time.

**Recurring Advisor Fee**

Where You have advised Us that Your Financial Advisor is to be paid a Recurring Advisor Fee this shall be calculated on a daily basis as follows:-

$$\frac{\text{Aggregate Investment} * \% \text{ Annual Recurring Advisor Fee}}{365}$$

Any Recurring Advisor Fee payable shall be debited to your Fees and Charges Account each quarter or prior to termination of Your Contract if earlier.

**Fees and Charges Account**

We shall set up a Fees and Charges Account for the accounting and payment of fees and charges applicable to Your Contract. These fees and charges shall be debited to the Fees and Charges Account. The Fees and Charges referred to are those described in these Terms and Conditions. Additional fees and charges may apply to any products in which Your Contract invests.

**INTEREST ON CREDIT AND DEBIT BALANCES**

With the exception of interest due on Distributions which is described above (see 'Credit'), where Interest is payable or receivable the amount shall be calculated as follows:-

$$\text{Closing daily balance in the relevant account} \\ *( \text{Applicable interest rate} / 365 )$$

Any resulting interest shall be debited or credited as appropriate to Your Client Cash Account within 10 Days of each calendar month end or prior to termination of Your Contract if earlier.

**WHAT HAPPENS ON DEATH?**

In the event of Your death whilst Your Contract is in force:-

- Your Contract may be transferred into the names of Your spouse, or dependant(s) subject to the legislation governing Your Contract, or
- Your Aggregate Investment may be redeemed and Your Contract terminated subject to normal probate regulations and legislation and Revenue practice governing Your Contract. The value of Your Aggregate Investment will be the realisable value of the BCP Product held on the date it is, or if more than one product, they are, realised less any charges incurred in its/their realisation. The realisable value will be transferred into the Client Cash Account.  
  
For BCP Structured Bonds and Structured Deposits the realisable value will be calculated primarily by reference to the market value of the assets, the remaining term to maturity, and the prevailing interest rates at the time. The amount redeemed may be more or less than the capital secure amount.
- All Distributions funded by Us together with any interest due thereon and the amount of any debit balance in Your Fees and Charges Account on the Day prior to Your Contract being terminated shall be deducted from the realisable value before the settlement is paid to the Executors of Your Estate.

**As Qualifying Fund Manager (QFM) We may be required to deduct tax and remit to Revenue where Your Contract is transferred to a beneficiary other than Your spouse.**

**AMENDMENTS TO THESE TERMS AND CONDITIONS**

We may amend these terms and conditions by providing You with at least 30 days' notice.

All Fees, Charges, interest rates and other amounts shown in these Terms and Conditions are those applicable as at May 2020 and are subject to change.

**APPENDIX – FEES AND CHARGES CURRENT 1 MAY 2020****ANNUAL MANAGEMENT CHARGE**

0.20% per annum subject to a minimum charge of €100 per annum and a maximum charge of €2,000 per annum.

**INTEREST ON CREDIT AND DEBIT BALANCES**

	Applicable Interest rate per annum	
	Debit Balances	Credit Balances
Client Cash Account	2.50%	0.00%
Fees and Charges Account	0.00%	0.00%

**RECURRING ADVISOR FEE**

The minimum Recurring Advisor Fee is 0% and the maximum is 0.75% per annum of the Aggregate Investment (subject to increments of 0.05%).

**Current: 1 May 2020**

# STANDARD EUROPEAN CONSUMER CREDIT INFORMATION (“SECCI”) FOR BCP APPROVED RETIREMENT FUND (ARF) CONTRACT

## 1 IDENTITY AND CONTACT OF THE CREDITOR/CREDIT INTERMEDIARY

<b>Creditor</b>	BCP Asset Management DAC trading as BCP
<b>Address</b>	71 Upper Leeson Street, Dublin 4
<b>Telephone number</b>	+353 1 668 4688
<b>Email address</b>	invest@bcp.ie
<b>Web address</b>	www.bcp.ie

## 2 DESCRIPTION OF THE MAIN FEATURES OF THE CREDIT PRODUCT

The type of credit	Credit for tax and income payable on imputed withdrawals from your Approved Retirement Fund (ARF) under the 2011 Finance Act (as amended). BCP will also provide credit for any withdrawals you choose to make above your annual imputed distribution provided that your total withdrawals do not exceed the value of your ARF with BCP.
The total amount of credit <i>This means the ceiling or the total sums made available under the credit agreement.</i>	The total amount of credit will be your tax liability and income for all imputed withdrawals based on your age and on the value of your Approved Retirement Fund at the 30th November each year plus any withdrawals above your annual imputed distribution.
The conditions governing the drawdown <i>This means how and when you will obtain the money.</i>	The credit will be made available to pay all taxes and income on imputed withdrawals which you are liable for under the 2011 Finance Act (as amended). Credit will also be made available should you wish to make withdrawals above your annual imputed distribution.
The duration of the credit agreement	The agreement will continue while BCP continues to act as Qualifying Fund Manager (QFM) to your ARF.
Instalments and, where appropriate, the order in which instalments will be allocated	You will have to pay an amount equal to the tax and income payable on all withdrawals funded by BCP and any interest payable. The amount due will be deducted from the maturity proceeds of the investments held in your ARF before any reinvestment or transfer. BCP will debit repayments from the maturity proceeds without any additional order.
The total amount you will have to pay <i>This means the amount of borrowed capital plus interest and possible costs related to your credit.</i>	<p>The total amount repayable will be calculated from the following information provided.</p> <p>The year you reach 61 years of age, tax and income is payable on a minimum withdrawal on the 30th November each year of 4% of the value of your ARF at that date. This withdrawal is liable to income tax, Universal Social Charge and PRSI, if applicable. From the year you turn 71 the minimum withdrawal is increased to 5%. Where the fund value is greater than 2 million the minimum withdrawal will be 6%. If you have more than one Approved Retirement Fund and these are with different managers then you must appoint a nominee Qualifying Fund Manager who will be responsible for ensuring a withdrawal of 6% is taken from the total value of your ARFs. It is your responsibility to let your ARF providers know if you have other ARF and Vested Personal Retirement Savings Accounts with a total value of greater than €2 million.</p> <p>You may also choose to make withdrawals above your annual imputed distribution requirement.</p> <p>Where BCP funds withdrawals the total amount you will have to repay will be the amount borrowed plus interest charged at a rate + 2.5%. The above information is subject to any changes in policy by Revenue.</p>

## 3 COST OF THE CREDIT

The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement.

The interest will be fixed at the rate + 2.5%.

Annual Percentage Rate of Charge (APR)

The APR will depend upon the total amount of credit.

*This is the total cost expressed as an annual percentage of the total amount of credit.*

*The APR is there to help you compare different offers.*

Is it compulsory, in order to obtain the credit or to obtain it on the terms and conditions marketed, to take out

– an insurance policy securing the credit,

No

or

– another ancillary service contract?

Yes, ARF contract

**If the costs of these services are not known by the creditor they are not included in the APR.**

## 4 OTHER IMPORTANT LEGAL ASPECTS

Right of withdrawal

Yes

*You have the right to withdraw from the credit agreement within a period of 14 calendar days.*

Early repayment

Yes

*You have the right to repay the credit early at any time in full or partially.*

Consultation of a database

Yes, BCP will inform you if your credit application is rejected on the basis of a consultation with a database.

*The creditor must inform you immediately and without charge of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security.*

Right to a draft credit agreement

Together with this SECCI, you will receive the ARF Application Form. These documents comprise the draft credit agreement.

*You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with you.*

**(a) Concerning the creditor**

Registration BCP Asset Management DAC trading as BCP is a private limited company under registration number 92930.

The supervisory authority BCP Asset Management DAC is regulated by the Central Bank of Ireland.

**(b) Concerning the credit agreement**

Exercise of the right of withdrawal Rather than enter into a credit agreement you can request that funds be retained on deposit in your ARF to meet the cost of distributions. Alternatively you can opt to transfer funds from existing investments held with another Qualifying Fund Manager to meet the cost of distributions.

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract Irish Law.

Clause stipulating the governing law applicable to the credit agreement and/or the competent authority The courts of Ireland have jurisdiction to resolve any matter that may arise from this agreement.

Language regime Information and contractual terms will be supplied in English.

**(c) Concerning redress**

Existence of and access to out-of-court complaint and redress mechanism If you wish to make a complaint you may do so in writing. Please address your complaint to BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4.

In the event that you are not satisfied with our response you may refer the matter to the Financial Services and Pensions Ombudsman.

The details for the Financial Services and Pensions Ombudsman are:

Financial Services and Pensions Ombudsman,  
3rd Floor, Lincoln House  
Lincoln Place, Dublin 2.

Telephone number: 01 662 0899

Website: [www.fspo.ie](http://www.fspo.ie)

# STANDARD EUROPEAN CONSUMER CREDIT INFORMATION (“SECCI”) FOR BCP APPROVED RETIREMENT FUND (AMRF) CONTRACT

## 1 IDENTITY AND CONTACT OF THE CREDITOR/CREDIT INTERMEDIARY

<b>Creditor</b>	BCP Asset Management DAC trading as BCP
<b>Address</b>	71 Upper Leeson Street, Dublin 4
<b>Telephone number</b>	+353 1 668 4688
<b>Email address</b>	invest@bcp.ie
<b>Web address</b>	www.bcp.ie

## 2 DESCRIPTION OF THE MAIN FEATURES OF THE CREDIT PRODUCT

The type of credit	Under the Finance Act 2014 Approved Minimum Retirement Fund (AMRF) holders may withdraw 4% of his or her AMRF value (at the time of the payment or transfer) in any one year. Credit for tax and income payable on any withdrawals from your Approved Minimum Retirement Fund (AMRF) subject to the 4% maximum in any one year.
The total amount of credit <i>This means the ceiling or the total sums made available under the credit agreement.</i>	The total amount of credit will be your tax liability and income for all withdrawals from your AMRF subject to the 4% maximum limit in any one year.
The conditions governing the drawdown <i>This means how and when you will obtain the money.</i>	The credit will be made available to pay all taxes and income on all withdrawals from your AMRF subject to the 4% maximum limit in any one year.
The duration of the credit agreement	The agreement will continue while BCP continues to act as Qualifying Fund Manager (QFM) to your AMRF.
Instalments and, where appropriate, the order in which instalments will be allocated	You will have to pay an amount equal to the tax and income payable on all withdrawals funded by BCP and any interest payable. The amount due will be deducted from the maturity proceeds of the investments held in your AMRF before any reinvestment or transfer. BCP will debit repayments from the maturity proceeds without any additional order.
The total amount you will have to pay <i>This means the amount of borrowed capital plus interest and possible costs related to your credit.</i>	The total amount repayable will be calculated from the following information provided. AMRF holders may withdraw 4% of his or her AMRF value (at the time of the payment or transfer) in any one year. Withdrawals are liable to income tax, Universal Social Charge and PRSI, if applicable. Where BCP funds withdrawals the total amount you will have to repay will be the amount borrowed plus interest charged at a rate + 2.5%. The above information is subject to any changes in policy by Revenue.

## 3 COST OF THE CREDIT

The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement

The interest will be fixed at the rate + 2.5%.

Annual Percentage Rate of Charge (APR)

The APR will depend upon the total amount of credit.

*This is the total cost expressed as an annual percentage of the total amount of credit.*

*The APR is there to help you compare different offers.*

Is it compulsory, in order to obtain the credit or to obtain it on the terms and conditions marketed, to take out

– an insurance policy securing the credit,

No

or

– another ancillary service contract?

Yes, ARF contract

**If the costs of these services are not known by the creditor they are not included in the APR.**

## 4 OTHER IMPORTANT LEGAL ASPECTS

Right of withdrawal

Yes

*You have the right to withdraw from the credit agreement within a period of 14 calendar days.*

Early repayment

Yes

*You have the right to repay the credit early at any time in full or partially.*

Consultation of a database

Yes, BCP will inform you if your credit application is rejected on the basis of a consultation with a database.

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Right to a draft credit agreement

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**(a) Concerning the creditor**

Registration BCP Asset Management DAC trading as BCP is a private limited company under registration number 92930.

The supervisory authority BCP Asset Management DAC is regulated by the Central Bank of Ireland.

**(b) Concerning the credit agreement**

Exercise of the right of withdrawal Rather than enter into a credit agreement you can request that funds be retained on deposit in your AMRF to meet the cost of withdrawals.

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract Irish Law.

Clause stipulating the governing law applicable to the credit agreement and/or the competent authority The courts of Ireland have jurisdiction to resolve any matter that may arise from this agreement.

Language regime Information and contractual terms will be supplied in English.

**(c) Concerning redress**

Existence of and access to out-of-court complaint and redress mechanism If you wish to make a complaint you may do so in writing. Please address your complaint to BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4.

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Lincoln Place, Dublin 2.

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Website: [www.fspo.ie](http://www.fspo.ie)

**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 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-reportingstandard/> 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 the [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 intent is 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 by us.

**BCP**

Invest with confidence



**POLITICALLY EXPOSED PERSON  
(PEP) OR RELATIVE OR CLOSE  
ASSOCIATE (RCA) OF A PEP AND  
OTHER PERSONS OF INFLUENCE**

Supplementary Form

**A** INVESTOR DETAILS

We are obliged under AML legislation to identify PEPs, RCAs and other Persons of Influence.

APPLICANT:

**B** PEP\RCA STATUS

An explanation of PEP and RCA is detailed overleaf

Are you (or have been within the last 12 months), a PEP or Relative or Close Associate of a PEP?

Yes  No

I am a PEP:

Yes  No

If you have answered **Yes**, please provide the details of the prominent public function you perform:

I am a Relative or Close Associate of a PEP:

Yes  No

If you have answered **Yes**, please complete below:

Relationship to PEP:

Name of PEP:

Prominent public function performed by the PEP:

**C** OTHER PERSONS OF INFLUENCE

Do you **hold a prominent position or enjoy a high public profile**?

Yes  No

If you have answered **Yes** please confirm the position you hold:

A Senior local or regional public official with the ability to influence the awarding of public contracts

Yes  No

A decision making member of a high profile sporting body

Yes  No

An individual that is known to influence the government and other senior decision makers

Yes  No

Another prominent position *(please specify)*

Are you **involved in political lobbying**?

Yes  No

If you have answered **Yes** please confirm

Name of the relevant political lobbying entity

**D SIGNATURE****Please sign and date.****SIGNATURE:****DATE:****For and on behalf of applicant****INFORMATION NOTE****Who is a Politically Exposed Person (PEP)?**

A “politically exposed person” means any individual, who currently is, or has at any time in the past 12 months, been entrusted with a prominent public function and performs one of the following roles:

- (A) A member of a parliament/member of a legislature or equivalent
- (B) A member of a Supreme Court, Constitutional Court or any other high level judicial body which passes non-appealable verdicts (except in exceptional circumstances)
- (C) A member of a court of auditors or the board of a central bank
- (D) An ambassador, charge d’affaires or high ranking officer in the armed forces
- (E) A member of the administrative, management or supervisory body of a state owned enterprise

**Who is a Relative?**

- (A) Any spouse of the Politically Exposed Person
- (B) Any person who is considered to be a common law spouse of the politically exposed person under law
- (C) A child of the politically exposed person
- (D) Any spouse of the child of a politically exposed person
- (E) Any parent of the politically exposed person
- (F) Any other family member of the politically exposed person who is of a prescribed class set out by the Department of Finance

**Who is a Close Associate?**

- (A) Any individual who has a joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with the politically exposed person
- (B) Any individual who has a sole beneficial ownership of a legal entity or legal arrangement set up for the actual benefit of the politically exposed person

