
Personal Pension Plan Loan Application Form

IMPORTANT INFORMATION

Overseas Trust and Pension Limited is licensed by the Guernsey Financial Services Commission under the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2020. Overseas Trust and Pension Limited is registered in Guernsey with company number 55506. Its registered office is: Lefebvre Court, Third Floor, Block B, Lefebvre Street, St Peter Port, Guernsey, GY1 2JP.

Overseas Trust and Pension Limited is an authorised financial services provider in terms of the South African Financial Advisory and Intermediary Services Act (FSP number 47261) and is regulated by the Financial Sector Conduct Authority of South Africa.

Overseas Trust and Pension Limited does not offer financial, investment or tax advice and any information provided by Overseas Trust and Pension Limited should not be considered as such. Overseas Trust and Pension Limited accepts no legal liability for losses, damages or expenses which you may incur or suffer directly or indirectly by using this information.

We endeavour to ensure that the information provided by Overseas Trust and Pension Limited is accurate and up-to-date, however, no warranty is given as to the accuracy or completeness of any information and no liability is accepted for any errors or omissions in such information.

We strongly recommend that clients take financial and investment advice relevant to their individual circumstances from appropriately qualified, licensed and regulated service providers. It is the responsibility of clients and their advisers to review the financial advice provided to, and investments of, clients at least annually to ensure that they remain appropriate for the client. The product terms, risks, commission payable and charges (including: initial, annual and exit charges) applicable to the investments should be considered, understood and agreed by the clients with their advisers.

Past performance of investments is not a reliable indicator of future results. Investment values and the income they generate can go down as well as up and may be affected by changes in rates of exchange. An investor may not receive back the amount initially invested.

Data Privacy Statement: Please refer to our Data Privacy Policy published on Overseas Trust and Pension Limited's website: www.trustandpension.com/legal-and-regulatory

Section 1 - Information about the Loan and Loan Agreement

1. Please ensure that you are entitled to arrange loans with parties that are situated outside of your country of residence and that you comply with any legal requirements before you enter into a loan agreement.
2. The loan is financed from the Member Account through the redemption of investment holdings.
3. The minimum loan facility is £10,000 or €15,000 or US\$15,000.
4. A loan is only available if a Member Account exceeds £50,000 or currency equivalent.
5. The maximum loan is 40% of the value of the Member Account but may be lower depending on the nature of the Plan and or any regulatory requirements at the time of application.
6. The loan will be paid directly into the Member's personal bank account. Loan establishment and periodic fees are payable. Please refer to the relevant published Contribution and Fee Schedule as amended from time to time.
7. The loan may be interest free or interest-bearing. The interest-bearing option is at a fixed annual rate of 3% above the Bank of England base rate, which is charged on the full amount of the loan for the specified period and is reviewable periodically.
8. Interest payable on the Loan may be rolled up annually and repayable at the end of the loan or repayable annually as required by regulation in Guernsey or the deed and rules of the Plan.
9. Loans must be repaid in full prior to any benefit being taken. If the Member Account has been segmented into mini-plans, and a particular mini-plan goes into benefit, the loan pertaining to that mini-plan must be repaid before that mini plan can pay benefit.
10. Loans are not available where a Plan is in benefit.
11. The value of the available loan will be calculated as a percentage of the value of the Member Account following receipt of the Loan Application.
12. Loans are available if a Plan has been segmented into mini-plans, and the mini-plan from which the loan is required is not in benefit.
13. If the currency of the loan is different to the principal currency of the Member Account, a Foreign Exchange charge may be incurred when investments are redeemed to fund the loan.
14. A full list of Fees are detailed in the applicable Contribution & Fee Schedule.

IMPORTANT

Granting a loan is conditional upon the satisfactory completion of a formal Loan Application form.

A separate investment instruction instructing the Trustee and Plan Administrator that an amount equivalent to the loan value should be liquidated from any investments held in the Member Account and placed in cash under the control of the Trustee will also be required. By signing the Loan Agreement and providing an investment instruction to the Trustee and Plan Administrator, the Member consents to any redemption fees or charges associated with liquidating investments. It is the responsibility of the Member or of the Member's selected Financial Adviser to consider any early encashment charges or penalties that may apply to any underlying investments held. There may be dealing delays, which may result in Overseas Trust and Pension Limited being unable to provide a Member with immediate drawdown of the Loan or any amount of the Loan requested.

Investments tend to perform best over the longer term and where a Member has requested a loan, they should be made aware that the long-term investment performance of their Plan may be adversely affected.

Section 2 - Customer Due Diligence Updates

1. Have you changed your name, citizenship or identity since you last notified us? Yes No
2. Has your residential address changed since you last notified us? Yes No
3. Have you changed your employment details since you last notified us? Yes No
4. Has there been any changes to your source of wealth since you last notified us? Yes No

If you have answered “yes” to questions 1, 2 and/or 3 above, please complete a **Changes to your Personal Details Form** and submit it along with supporting verification documentation with this Loan Application Form.

If you have answered “yes” to question 4 (or all of the above), please complete the relevant sections of the **Customer Due Diligence Form**.

If you answered “no” to all the above questions, please continue with this Loan Application Form.

Section 3 - Payment Details

Payments can only be made into an account that is in your name.

Bank

Address

Post Code

Country

Sort Code (if applicable)

SWIFT Code (if known)

IBAN Code (if known)

Account Name

Account Number

Reference

You may be contacted to verify your bank details.

Section 4 - Loan Agreement

4.1 Loan Details

This Loan Agreement is made this (date to be completed by the Trustee and Plan Administrator) _____ day of _____ 20_____

Between Overseas Trust and Pension Limited (“The Trustee and Plan Administrator”), registered address: Lefebvre Court, Third Floor, Block B, Lefebvre Street, St Peter Port, Guernsey, GY1 2JP (“the Lender”); and

Member's Name

Of (residential address)

Post Code

(“the Borrower”)

Currency – Requested currency for the Loan	<input type="checkbox"/> GBP Sterling	<input type="checkbox"/> Euro	<input type="checkbox"/> US Dollars
Interest – Is interest due on the loan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Interest Rate (If applicable)	<input type="checkbox"/> 0%	<input type="checkbox"/> 3% over Bank of England Base Rate	<input type="checkbox"/> Other: _____ %
Repayments	<input type="checkbox"/> Annual	<input type="checkbox"/> Termination	

Note: Interest and annual repayments are compulsory for Guernsey resident Members and are available and may be beneficial for others (please refer to your selected Financial Adviser for guidance).

Termination date _____ Member's age: _____ ("Termination date")

The loan is repayable on the member attaining the above age.

Whereas

1. The Lender is the Trustee and Plan Administrator of the Plan and the Member Account known as:

Plan Name _____

Membership Number _____ ("The Plan")

2. The Borrower is a Member of the Plan.

3. The Lender has agreed to lend to the Borrower the sum of : _____ GBP Sterling Euro US Dollars _____ ("the Loan")

Being part of the funds held within the Member Account of the Plan upon and subject to the terms and conditions of this Agreement and subject to the Plan Rules and Deed.

4.2 Definitions

It is agreed as follows:

Agreement – means the loan agreement between the Lender Overseas Trust and Pension Limited ("OTAP") as Trustee and Plan Administrator and the Borrower which specifies the terms of lending between these parties.

The Lender - shall include where the context so permits its successors as Plan Administrators of the Plan.

The Borrower – shall include where the context so permits his/her heirs and assigns.

The Loan - means the principal sum and all interest and charges due thereon from time to time outstanding and owing by the borrower to the lender under this agreement.

Member – A person who has been admitted to membership of a Plan and is entitled to benefit under the Plan.

Member Account – The individual account for each Member comprising of all contributions, transfers and investment returns less benefits, transactions and charges.

Plan – A personal or occupational pension scheme where OTAP is Trustee and Administrator.

Termination date – The Loan is repayable on or before the day the member attains the age specified above or on commencement of benefit payments if sooner.

Value – means total monetary amount of the Members Account at the time of application for a loan.

4.2.1 Words denoting the singular number only shall include the plural and vice versa.

4.2.2 Words denoting any gender include every gender and words denoting persons shall include firms, corporations and vice versa.

4.2.3 Unless the context otherwise requires, reference to a clause, sub-clause or schedule is a reference to a clause, sub-clause or schedule (as the case may be) of or to this Agreement.

4.2.4 The clause headings do not form part of this Agreement and are for convenience only and shall not be taken into account in its construction or interpretation.

4.3 Recitals

The Lender agrees to loan and the Borrower agrees to borrow the amount defined in 4.1 on the terms defined in 4.1 and subject to the terms and conditions as set out herein.

4.4 Repayment

The Borrower shall repay the loan in full on or before the Termination Date.

The Loan shall be repayable by the Borrower on demand by the Lender.

If a requirement of this Agreement the Borrower shall pay the interest due on the loan at least yearly on the anniversary of the date on which the loan is first drawn.

The Borrower may by notice to the Lender elect to prepay the Loan or any part thereof by additional payments. No amount paid or repaid under this Agreement may be redrawn by the Borrower.

The Lender shall upon the receipt of any prepayment of the Loan or any part thereof, duly note such receipt and amend the balance owing by the Borrower accordingly.

All payments by the Borrower to the Lender in respect of the Loan must be made without set-off, counterclaim or other deduction in immediately available funds to such account or place as the Lender shall notify. All payments must be clearly identifiable as loan repayments using the plan and member references e.g. bank reference: Loan 50000

Where regular repayments are required a repayment schedule will be set out in an Appendix to this agreement.

The interest rate (if applicable) will be fixed for a period of time, currently 5 years and reviewable thereafter with regard to the prevailing market rates.

4.5 Termination of Loan

The Loan may be terminated upon the occurrence of any of the following:

- any Event of Default as defined herein;
- on written notice from the Lender to the Borrower;
- repayment of the Loan by the Borrower; and/or
- unless terminated earlier in accordance with any of the foregoing, the Loan shall terminate on the Termination Date.

4.6 Events of default

An Event of Default will be deemed to have occurred where:

The Borrower fails to pay on the due date any amount payable under this Agreement;

The Borrower becomes unable to pay their debts or is the subject of bankruptcy proceedings under the Law Relating to Debtors and Renunciation 1929 in Guernsey or analogous proceedings under the laws of another jurisdiction; or

Any event occurs which in the opinion of the Lender is likely to have a materially adverse effect on the ability of the Borrower to comply with their obligations under this Agreement.

4.7 Security

The provision of this Loan is subject to the provision by the Borrower of security in the form of a pension commencement lump sum to which the Borrower may be entitled to upon attainment of the minimum retirement age as defined in the appropriate Instrument and Rules as applicable.

4.8 Costs and expenses

The Borrower must pay to the Lender on demand the amount of any applicable cost, charge or expense reasonably incurred by the Lender and as published and/ or agreed between the Lender and the Borrower.

4.9 Notices

Any notice given pursuant to this Agreement shall be in writing and shall be sufficiently given to either party if sent in a prepaid letter by ordinary post addressed or email to either party at his last known address and any notice so given shall be deemed, unless the contrary is proved, to have been effected at the time at which the letter or email would be delivered in the ordinary course of the post.

4.10 Remedies and Waivers

No failure by the Lender to exercise or any delay by the Lender in exercising any right or remedy hereunder shall operate as a waiver hereof nor shall any single or partial exercise of any right or remedy prevent any further or any other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

4.11 Invalidity

If any provision of this Agreement is or becomes illegal invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

4.12 Independent Advice

The Borrower confirms that he/she has been advised to take independent professional advice before entering into this Agreement and confirms that he/she has either done so or has elected of his/her own free will not to do so.

4.13 Taxation and Other Matters of Law

The Borrower confirms that he/she understands and accepts their tax position in respect of the Loan including: its capital, the rate of interest, irrespective of the rate, and repayment terms. By applying for the Loan he/she further confirms that any and all matters of law in the territory in which he/she is resident are complied with and that the issuing of the Loan will not breach any such laws which include any exchange control measures.

The Borrower warrants and indemnifies the Trustees from any loss, cost, liability or other consequence, be they know or unknown and of whatsoever nature both present and future, which may arise from the Trustees approval and payment of the Loan.

If the Borrower must deduct or withhold any taxes from a payment to the Lender, they must:

- make those deductions or withholdings (or both); and
- pay the full amount deducted or withheld as required by the relevant law,
- give the Lender a receipt for each payment;
- increase its payment to the Lender to an amount which will result in the Lender receiving the full amount which would have been received if no deduction or withhold had been required.

The Borrower will be liable for any loss that the Lender may suffer in connection with any payment being received or recovered by the Lender in a currency if different to the loan.

4.14 Guarantee and Indemnity

The Borrower hereby agrees to guarantee and indemnify the Lender in respect of any amount(s) or sum(s) which become due and payable to the Lender as a result of any amount of the Loan remaining outstanding and unsatisfied at the Termination Date or the date of any Event of Default hereunder.

The Borrower hereby agrees to guarantee and indemnify the Lender in respect of any loss, cost, liability or other consequence, be they know or unknown of whatsoever nature both present and in the future, which may arise from the Lender being a parties to the Loan.

4.15 Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. No variation of this Agreement shall be effective unless signed for or on behalf of both the parties hereto.

4.16 Counterpart Execution

This Agreement may be executed in any number of counterparts and by both the parties hereto on separate counterparts each of which when executed and delivered shall constitute an original but all such counterparts shall together constitute one and the same instrument.

4.17 Jurisdiction and Governing Law

This Agreement is governed by the laws of the Island of Guernsey and the parties hereto submit to the exclusive jurisdiction of the Royal Court of Guernsey over any dispute arising hereunder.

4.18 Warranties

The borrower represents and warrants that:

- as at the date of this Agreement no Event of Default has occurred;
- he/ she is of legal age and capacity;
- he/ she has willingly entered into this agreement and has taken legal advice or have freely declined to do so; and
- he/ she understand the implications of signing this Agreement.

Signature of Borrower

Name

Date

Signature of Lender

For and behalf of the Lender

Name

Date
