

London & Colonial
38-42 Perrymount Road,
Haywards Heath
West Sussex
RH16 3DN

Date: _____

Dear Sirs,

Re: _____ (annuitant's name)

Annuity/Cell No _____

1. We confirm that we are authorised by the Financial Services Authority for the conduct of investment business in the UK. Our authorisation number is _____ (enter FSA number).
2. We will treat London & Colonial Assurance PLC as a "Retail Client" as defined in the Financial Services and Markets Act 2000 for the purposes of this agreement.
3. We acknowledge that although the assets are those of London & Colonial Assurance PLC, the investments relate to the annuitant identified above and our investment strategy is to be agreed with the annuitant.
4. London & Colonial Assurance PLC shall have the overriding right to veto transactions which in its opinion would conflict with the requirements of HM Revenue & Customs.
5. We are aware that investments must be restricted to "Managed Funds", being such pooled funds or portfolios of investments as are described in the Gibraltar Insurance Companies (Valuation of Assets & Liabilities) Regulations 1996 Schedule 3, Part I paras 5,7,10 and 11 and as are designated by London & Colonial (whether managed by London & Colonial or by a duly authorised external investment manager).
6. We confirm that under no circumstances will we enter into any transaction where the full liability relating to that transaction is not known at the date the transaction is effective and also that no transaction will be entered into where either a) the full liability is not covered by funds already held by us or b) held by yourselves and confirmed to be available for that transaction in respect of the above numbered Open Annuity or c) from the proceeds of the sale of any assets already held by us in respect of this annuity. Under no circumstances will we engage in any derivatives.
7. To the extent that these are not provided by an investment platform or custodian within the required timescale, we will provide six monthly valuations as at 31st March & 30th September which include:
 - a) The name (or suitable identifier) of each holding.
 - b) The nominal amount of the holding.
 - c) Portfolio valuation at the six month end (including cash balances).
 - d) Details of purchases and sales in the period (including realised gains).
 - e) Details of cash movements in the six month period with opening balances which correspond with closing balances on the previous details issued.
 - f) Unrealised losses and gains to be produced at the six month end.
 - g) Where applicable, interest, income and/or dividends.

We will forward the completed valuations to London & Colonial, 38 – 42 Perrymount Road, Haywards Heath, West Sussex, RH16 3DN within 14 days of the six month end.

8. We are aware that our failure to provide the reporting requirements in a full, complete, and timely manner will result in the termination of all investment agreements between us and London & Colonial Assurance Plc. We confirm that in the event that all existing investment agreements are terminated we will transfer all assets in a timely manner to an alternative investment manager selected by the above named annuitant without any charge.
9. London & Colonial Assurance Plc is a non-UK resident and as such should be entitled to receive any interest on a gross basis. We will make the necessary arrangements, where appropriate, for London & Colonial Assurance Plc to receive interest on a gross basis.
10. We will notify you immediately by fax or email to (fax number 08707 566697, email investments@londoncolonial.com) if the value of the portfolio should fall to 50% of its initial value.

Yours faithfully,

INVESTMENT MANAGER