

# Enhanced Global Absolute Return Bond 5



6 Year Investment Term

Closing Date: 19th May 2014

Issuer of Securities: Van Lanschot

# Enhanced Global Absolute Return Bond 5

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*This Brochure explains the features of the Bond. Please ensure that you read this document fully, including the Terms and Conditions, prior to making an investment. Wealth Options Limited does not provide financial advice. We recommend that you talk to a financial advisor who will be able to help you assess whether the Bond is suitable for you. The information on taxation contained in the Brochure is based on our understanding of rates of tax, current legislation, regulations and practice, which are likely to change in the future and which may be applied retrospectively.*

## Key Features of the 6 year Securities based Bond

- 95%-100% Capital Protection at maturity depending on the performance of the Index
- 6 year term
- Invests in notes to be issued by Van Lanschot (the "Securities") which have 100% participation on 100% of the capital invested in the positive performance of the BNP Paribas SLI Enhanced Absolute Return Index
- No Cap on Maximum Potential Returns
- Minimum investment €20,000
- No annual management fee

*This brochure has been drafted by Wealth Options Limited, who are solely responsible for its contents. Van Lanschot, Redmayne Bentley, Standard Life Investments and BNP Paribas accept no responsibility for the accuracy or otherwise of the information set out in this brochure nor have they verified the accuracy of such information other than the information directly relating to them. Van Lanschot makes no representations or warranties as to the accuracy and completeness of the document, nor the suitability of the securities mentioned in this document. Van Lanschot does not in any way sponsor or endorse any investment product which references the Securities mentioned in this document. This Security is for distribution by way of a Private Offer in the Republic of Ireland and a copy of the Base Prospectus is available upon request.*

# How the Bond works

You are investing in 6 year Securities based Bond which uses your money to buy the Securities issued by Van Lanschot. The Securities are a type of debt issued by a bank. In effect the Bond is lending money to Van Lanschot (as Issuer of the Securities) for the duration of the Bond. The Securities returns are linked to the performance of the BNP SLI Enhanced Absolute Return Index (“the Index”), and Van Lanschot (as Issuer of the Securities) is legally obliged to pay the returns on the Securities.

The Issuer will be responsible for the payment of any return of capital and any investment return due from the Securities. The return of any capital and any investment return is therefore dependent on the ability of Van Lanschot to make the payments due from the Securities (see page 4). If an investment return is not payable you will receive a return of the redemption amount depending on the performance of the index. Please note that the Securities will not pay any interest during the term of the Bond. Instead, at maturity you will receive a minimum of 95% of the money you invested and you may (depending on the performance of the Index) receive an investment return. Senior debt investors have traditionally ranked above subordinated debt and pari passu (the same) with depositors in a bankruptcy.

The Enhanced Global Absolute Return Bond 5 will use monthly averaging in the final 24 months (25 observations) of the 6 year term. In the event of a significant fall in the value of the BNP Paribas SLI Enhanced Absolute Return Index during the final 24 months of the 6 year term this monthly averaging can protect the value of the investment by reducing the impact of such a fall on the maturity value of the Bond. However, in the event of a significant rise in the value of the BNP Paribas SLI Enhanced Absolute Return Index during the final 24 months of the 6 year term, this monthly averaging can reduce the value of the investment by reducing the impact of such a rise on the maturity value of the Bond.



## How Capital Return is calculated?

The return of your original capital at the Maturity Date is not solely based on the performance of the Index. The product is designed to provide a full return of your capital at the Maturity Date unless the performance of the Index is negative. The maximum that you could lose is 5% of your initial capital. You should also note that the return of your original capital plus your investment return is dependent on the Issuer still being able to meet their obligations to us to pay the amounts due. This is known as Counterparty Risk (see page 6).

Index Final Performance	Payout at maturity Gross
+20%	120%
+10%	110%
0%	100%
-1%	99%
-2%	98%
-5%	95%
-10%	95%

The return of 95% - 100% capital will only apply at the Maturity Date. The 100% participation on the positive return of the Index is based on 100% of the money you invested. Should you surrender your Bond early, you will receive the price offered by the Issuer on the secondary market for the Securities (see Liquidity Risks, page 9).

In this case, it is likely that you will receive less than you originally invested.

**Warning: These figures are estimates only. They are not a reliable guide to the future performance of this investment.**

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

**Warning: If you invest in this product you could lose up to 5% of the money you invest.**

**Warning: If you cash in your investment before the 29th May 2020 you may lose some or all of the money you invest.**

**Warning: If you invest in this product you will not have access to your money for 6 years.**





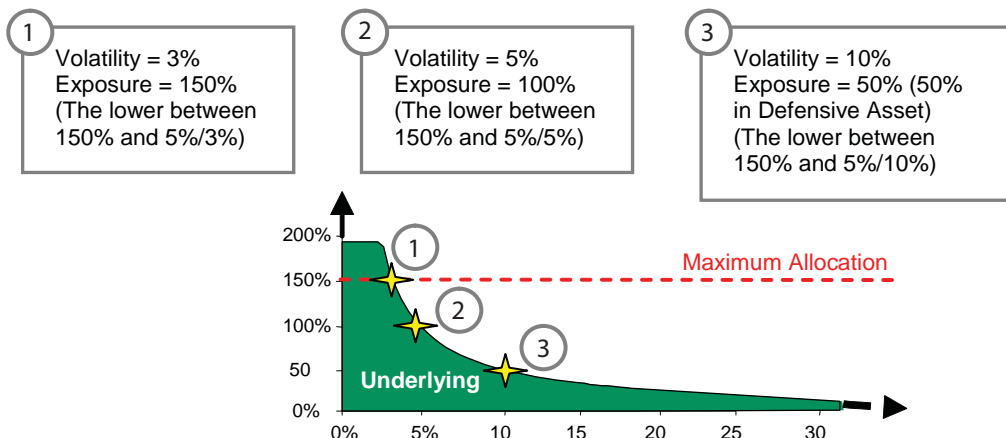
## Why the BNP Paribas SLI Enhanced Absolute Return Index?

The BNP Paribas SLI Enhanced Absolute Return Index is linked to the total return performance of the Standard Life Investments Global Absolute Return Strategies Fund. It embeds a dynamic risk control mechanism in order to fully benefit from any positive trend and to provide protection during a market downturn

The strategy will dynamically adjust its exposure to the GARS fund on a daily basis, in order to maintain the volatility close to 5%:

- **Cushion against sudden market movements:** The index will reduce its exposure when volatility increases above 5%
- **Potential leverage:** The index will increase its exposure (up to 150%) when volatility decreases below 5%

### Illustration of daily adjustment of the exposure



# Why the Standard Life Investments Global Absolute Return Strategies Fund?

The Standard Life Investments Global Absolute Return Strategies (GARS) Fund aims to provide positive investment returns in all market conditions over the medium to long term. The investment team who actively manage the fund have a wide investment remit to help them try to achieve this aim. The team look to exploit market inefficiencies through active allocation to highly diversified market positions. The fund manager utilises a combination of traditional assets (such as equities and bonds) and investment strategies based on advanced derivative techniques resulting in a highly diversified portfolio. The fund can take long and short positions in markets, securities and groups of securities through derivative contracts\*

## Key Highlights

- The fund seeks to achieve a performance target of 6 month EURIBOR + 5% p.a. (before charges) on a rolling three year basis.
- Portfolio diversification, through a dynamic multi-asset approach and low correlation with other asset classes
- Strong track record since launch in May 2008
- AUM of over €17.94 billion\*\*

**Warning: Please note that past performance is not a reliable guide to future performance and the value of your investment may go down as well as up.**

## How does the Standard Life Investments Global Absolute Return Strategies Fund achieve its objective?

The Standard Life Investments GARS Fund aims to achieve its performance target by investing in different assets and applying investment strategies from around the world. As a result, the fund can seek enduring diversity by adopting a wider range of investment approaches than conventional investment funds. These approaches fall into four main categories:

### Market Returns

- Equities, Bonds and Property
- Good long term return expectations

### Stock Selection

- Active stock selection
- Added value through a unique approach

### Directional

- Specific directional investment ideas
- In markets with little or no long term risk premium
- With significant return potential on a 3 year view

### Relative Value

- Seek highly correlated markets or segments
- Where their relative valuation is strained
- To exploit their realignment

\*Standard Life Global Absolute Return Strategies Fund Guide, 2011

\*\*Bloomberg, as of April 2012

# Counterparty Risk

The performance of your Bond depends on the creditworthiness of Van Lanschot and BNP Paribas. It is possible that Van Lanschot and/or BNP Paribas could collapse or fail to make the payments due to us from the Securities. If this happened you would lose some or all of the money you invest in the Bond, as well as any investment returns from the Bond to which you might otherwise have become entitled.

## Selection of a counterparty

One of the factors to take into account when selecting a counterparty is its long term credit ratings. These are the opinions of a range of credit rating agencies regarding the long term security of the counterparty. A high rating from one or more of the credit rating agencies is not, however, a guarantee that the Issuer will meet their obligation to pay the amount due under the Securities.

Fitch, Moody's and Standard & Poor's are independent ratings agencies that research and grade the ability of financial and other institutions to make the payments due from the Securities issued and/or guaranteed by them. By way of example, Standard & Poor's highest possible rating is AAA, followed by AA and A. These three ratings along with their BBB rating are generally regarded as investment grade (i.e. of higher quality).

All of these ratings, except the AAA rating, can also be modified by a plus or a minus to give a counterparty's relative status within the grade; for example, A+, A, A- for the A rating. Ratings from BB downwards are provided in respect of other securities. A rating outlook assesses the potential direction of a long-term credit rating view over the intermediate term. In determining a rating outlook, consideration is given to any changes in the economic and fundamental business conditions. An outlook is not necessarily a precursor of a rating change or future creditwatch action.

- Positive means that a rating may be raised.
- Negative means that a rating may be lowered.
- Stable means that a rating is not likely to change.
- Developing means a rating may be raised or lowered.

Long term credit ratings and outlook for Van Lanschot:

Agency	Rating
Standard & Poors	BBB+
Fitch	A-

Source: Bloomberg 30th November 2013



## Who are Van Lanschot?

F. van Lanschot Bankiers N.V. ("Van Lanschot") is the largest independent private bank in the Benelux, with a history dating back more than 275 years. They are the number two player in Netherlands and Belgium with a market share of 15% in the private banking market. Their focus is on low risk profile, as solidity comes before profitability. The objective of the bank is to preserve and create wealth for clients. Van Lanschot N.V. is the sole shareholder of Van Lanschot, certificates of shares of Van Lanschot N.V. are listed on the Amsterdam stock exchange, with the ticker code LANS:NA. Van Lanschot have client assets of €51.3billion

The securities are issued by Van Lanschot, a specialised and independent wealth manager dedicated to the preservation and creation of wealth for its clients. Van Lanschot has a strong capital position with a Core Tier I ratio of 13.1% at 31 December 2013. This ratio has been achieved without government aid. Van Lanschot already meets the new Basel III capital and liquidity requirements that will come into force in the coming years. The leverage ratio under Basel III was 5.1% at 31 December 2013. A high leverage ratio shows that that the bank has a large capital buffer relative to its total assets. Van Lanschot aims to have a well-balanced funding profile, comprising a healthy mix of both customer deposits and market funding. The funding ratio of 81.3% at 31 December 2013 indicates that the bank's loan book is largely funded by the funds entrusted by clients. This source of funding is supplemented with wholesale market funding, which is well diversified in terms of type of instrument and maturity. The creditworthiness of Van Lanschot is reflected in the A- (negative outlook) credit rating awarded by Fitch Ratings (affirmed in October 2013) and the BBB+ (negative outlook) credit rating from S&P (affirmed in November 2013). We recommend that you read Van Lanschot's recently published results and press releases. This information can be found on [www.vanlanschot.nl/aboutvanlanschot](http://www.vanlanschot.nl/aboutvanlanschot).

## Is this investment right for you?

### This investment might be right for you if:

- ✓ You are looking for an investment linked to the performance of the Index
- ✓ You do not need access to your money over the next six years
- ✓ You have a minimum of €20,000 to invest
- ✓ You are willing to lose up to a maximum of 5% of your initial capital

### This investment might not be right for you if:

- ✗ You want a regular income and dividends
- ✗ You may need immediate access to your money
- ✗ You cannot commit to the full six year term
- ✗ You want a guaranteed return on your investment
- ✗ You want to add to your investment on a regular basis
- ✗ You are not willing to lose up to 5% of your investment

The Enhanced Global Absolute Return Bond 5 is available to Individuals, Companies, Charities, Credit Unions, Pension Investors and Approved Retirement Funds (ARFs).

**Warning: There is no guarantee that this Investment will provide a better return than a deposit or any return at all.**

**If you have any doubts about this product or if you are unsure whether it meets your needs, we strongly recommend that you discuss this with your investment advisor.**



# What about Tax?



The Investment is held in the form of a listed note and all investment returns will be paid gross. Based on our understating of rates of tax, current legislation, regulations and practice, the returns are subject to Capital Gains Tax (CGT). These are likely to change in the future and may be applied retrospectively. This is a general guide only. It is important that you consult your tax advisers concerning possible taxation and other consequences of making an investment in the Bond. Wealth Options Limited are not offering any tax advice on this product.

Any gains made from the investment by SSAPs, SIPP, PRBs, ARFs, Credit Unions and Charities will usually be free of tax. The taxation of any gains on investments in the Bond made by companies, partnerships or other businesses will depend on the tax position of the organisation.

**Warning: This document is based on our understanding of current tax law and practice which is subject to change without notice in both Ireland and the UK.**

**Warning: The above information represents our understanding of the taxation treatment of the Bond but does not constitute tax advice. Investors should satisfy themselves independently of the taxation treatment of the Bond, in relation to Revenue reporting requirements and implications for nondisclosure in their own personal circumstances.**

## Charges

A fee of up to a maximum of 5% is built into the Bond terms and is used to cover the costs associated with the distribution, marketing, administration and literature production for this Bond. No charges are applied directly to the amount you invest or your potential maturity amount and there are no annual management charges. Your Intermediary will be paid 3% for advising you on this investment.

**Warning: Deductions for charges and expenses are not made uniformly throughout the life of the product, but are loaded disproportionately on to the early period. If you encash early from the product before the maturity date the front end loading of charges will have an impact on the amount of money you receive. You may not get back the full amount that you invested.**

## Who is involved in this transaction?

There are a number of parties involved in this financial transaction. Wealth Options Limited have produced this product for your Financial Broker. Wealth Options Limited is regulated by the Central Bank. Your Financial Broker who is authorised by the Central Bank will be providing investment advice for you and advising you on the suitability of this investment for your needs.

Redmayne Bentley, one of the UKs largest stockbrokers will act as execution agent and will be the custodian of the notes. They will set up individual client accounts for each investor. Redmayne Bentley is a member of the London Stock Exchange and is regulated by the FCA and PRA in the UK. Redmayne Bentley are covered by the UK Financial Services Compensation Scheme which covers investors up to £50,000 per person.

If you are accessing this product through a life insurance pension contract your custodian will be the stockbroker appointed by your life company. You will be provided with details of this stockbroker by your life company in advance of taking out the policy.

Van Lanschot are the issuer of the notes and they are the largest independent private bank in the Benelux, with a history dating back more than 275 years. They are the number two player in Netherlands and Belgium with a market share of 15% in the private banking market. Their focus is on low risk profile, as solidity comes before profitability. The objective of the bank is to preserve and create wealth for clients. Van Lanschot N.V. is the sole shareholder of Van Lanschot, certificates of shares of Van Lanschot N.V. are listed on the Amsterdam stock exchange, with the ticker code LANS:NA. Van Lanschot has client assets of €51.3billion.

## What are the risks of the investment?



If you redeem your investment before the end of the Term, you may get back less than the amount you originally invested. If the Index has a negative return you could lose up to a maximum 5% of your initial investment.

If Van Lanschot fails or becomes insolvent (i.e. defaults on its debts, goes bankrupt or similar)

- (a) Your investment will be at risk and
- (b) Any payment you receive may be paid at a time which is different to the Final Maturity Date and may be paid at a time which is significantly later

Inflation may occur over the duration of your Investment and if the returns, if any, on your Investment are lower than the rate of inflation this will reduce what you could buy in the future.

The past performance of the BNP SLI Enhanced Absolute Return Index is not necessarily an indication of its future performance.

The tax treatment of the Bond could change at any time and any tax benefits to you may depend on your individual circumstances. There is always a risk that changes to taxation which could affect the tax treatment of the Bond could be applied retrospectively.

A Bond such as this does not guarantee immediate access to cash without penalty in the event that you require this during the Bond Term. The Bond is not appropriate if you need income from your investment during the Bond Term, or you require access to your initial investment within the 6 years.

## Liquidity risks

You should have other savings that you can access immediately and without penalty to meet any emergency cash needs. There is no guarantee that you will be able to redeem any investment before the Maturity Date as the decision about whether market conditions are normal will be taken by the Counterparty. The terms of the Securities may permit the Counterparty to delay, reduce or withhold payments.

These provisions are not intended to circumvent what is legally due to you but are intended to cover unforeseen events which affect your return from the Bond, for example, a suspension or delay in receiving prices and market or other disruption events.

# Question and Answers



## **Should I talk to a financial advisor?**

We believe that it is important that you make sure that the Bond is appropriate for you. We do recommend that you talk to a financial advisor before deciding whether to invest in this particular Bond and a specialist tax advisor if you require advice on tax.

## **What happens if a Bond is oversubscribed or the Bond does not proceed?**

If your money cannot be invested into the Bond for either of these reasons, your initial investment amount will be returned to you.

## **What happens if I change my mind?**

If you decide to cancel, provided we receive written notice prior to the Start Date, we will return your initial investment without interest.

## **Are partial withdrawals allowed?**

No, partial withdrawals are not allowed.

## **What should I do if I have a complaint?**

Any complaint about the sale of this Bond should be made to your authorised intermediary via whom you invested in the Bond. A complaint about any other aspect of this Bond should be made to the Wealth Options Limited, Elm House, Millennium Park, Naas, Co Kildare. Any complaints or concerns relating to your investment will be investigated thoroughly and in accordance with the Wealth Options Complaints Policy. Details of the Complaints Policy are available on request from the Wealth Options. If you are dissatisfied with the outcome of Wealth Options efforts to resolve your complaint, it is possible that you may be able to refer your complaint to the:

Financial Service Ombudsman's Bureau,  
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Lo call: 1890 88 20 90;  
Telephone: (01) 6620899;  
Fax: (01) 662 0890;  
Email: [enquires@financialombudsman.ie](mailto:enquires@financialombudsman.ie)

## **How can I obtain a copy of the Prospectus relating to the Securities?**

You can obtain a copy of the Base Prospectus relating to the securities and any further information about the investment product on request from Wealth Options Limited.

## **What happens to my money?**

You open a trading account with Redmayne Bentley one of the UKs largest stockbrokers who will purchase the Securities on behalf of the 'The Enhanced Global Absolute Return Bond 5'.

### **What happens if I cash in my investment early?**

The Bond is designed to be held for the full term. If you need to cash in your investment early, you may, however we cannot guarantee what its value will be at that point and it may be less than you originally invested. We will pay you the value of your investment in accordance with the prevailing market rate at that time, less any associated selling costs and transfer taxes, including stamp duty or stamp duty reserve tax to the extent applicable. We will charge an additional 0.5% administration charge of the full realised market value of your Bond (which may be more or less than the initial amount invested). We would need to receive an instruction from you in writing to process the early encashment of your investment. In the case of joint accounts, instructions from all parties will be required.

### **How will you keep me informed?**

We will write to you to acknowledge the Bond that you have selected within five working days. With this letter we will send you a summary of your investment. We will send you a yearly statement showing the current position of your Bond. Three weeks before maturity we will write to you via your advisor to provide full details of the position so that your advisor can discuss this with you. We will also alert you to an impending maturity. If you do not have an adviser we will provide the information directly to you.

### **What happens if I die before the Investment matures?**

For investors who are individuals, in the event of the death of a sole investor or of a surviving joint investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator according to usual probate rules. For joint investors, in the event of the death of one investor the Investment will continue in the name of the surviving joint investor. Alternatively the investment may be redeemed at its realisable value as determined by Van Lanschot which may be more or less than the Investment amount. Where an investment is made on behalf of a self-directed pension plan in the event of death of a policy holder/member prior to the maturity date, the investment may be redeemed at its realisable value as determined by Van Lanschot which may be more or less than the Investment amount. The proceeds from such redemption would be paid to the life company. For non-insured PRSA investors, in the event of the death of a non-insured PRSA investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator of their will according to usual probate rules.

### **What are the charges?**

No charges are taken away from your initial investment. We allow approximately 5% to cover the fees. No charges or fees are taken away from your original amount or your potential maturity payment, and there are no annual management charges, so any returns are based upon the full amount you invest into the Bond. If you cash in your investment early we will charge an additional 0.5% administration charge (on the full realised market value of your Bond, which may be more or less than the initial amount invested).

### **What should I do if I have more questions?**

It is essential that you only invest in the Bond if you fully understand the benefits and associated risks. Where you have unanswered questions you should seek advice from your authorised intermediary. You may also wish to seek other independent advice, for instance independent financial, taxation or legal advice.

# Terms & Conditions

## 1. Definitions

"Averaging Dates" means the 22 May 2018, 22 June 2018, 23 July 2018, 22 August 2018, 24 September 2018, 22 October 2018, 22 November 2018, 27 December 2018, 22 January 2019, 22 February 2019, 22 March 2019, 23 April 2019, 22 May 2019, 24 June 2019, 22 July 2019, 22 August 2019, 23 September 2019, 22 October 2019, 22 November 2019 and 23 December 2019, 22 January 2020, 24 February 2020, 23 March 2020, 22 April 2020 and 22 May 2020 (25 observations) provided that if the date on which the observation is to be made is not a Trading Day, the observation date will be the next following Trading Day unless such day should fall in the next calendar month, in which case it will be the first preceding day that is a Trading Day.

"Bond" means the Enhanced Global Absolute Return Bond 5 (ISIN: XS1049298349) issued by F. van Lanschot Bank N.V. under their 5 billion debt issuance programme.

"Cancellation" means that if total funds received from investors at the closing date are deemed to be insufficient, Wealth Options Limited reserves the right not to proceed with the Bond and all money will be refunded to investors without any interest payable.

"Capital Protected Amount" means 95%-100% of your initial Investment in the Bond depending on the Issuer and the performance of the Index at the Maturity Date.

"Cooling Off Period" means you have the right to cancel this contract prior to the Closing Date of the Bond. If you wish to cancel, written notice must be received by Wealth Options Limited at Elm House Millennium Park Naas Co Kildare within two weeks of your application but no later than Closing Date.

"Closing Date" means the 19 May 2014.

"Strike Date" means 22 May 2014.

"Issue Date" means the 29 May 2014.

"Final Valuation Date" means 22 May 2020.

"Maturity Date" means 29 May 2020.

"Fitch" means Fitch Ratings.

"FSA" means the UK Financial Services Authority (website: [www.fsa.gov.uk](http://www.fsa.gov.uk)).

"Index" means the BNP Paribas SLI Enhanced Absolute Return Index EUR (Bloomberg Code: BNPIGARE Index).

"Investment" means the sum of money initially invested by you in The Enhanced Global Absolute Return Bond 5.

"Issuer" means Van Lanschot Bank as issuer of the Securities.

"Redmayne Bentley" means Redmayne Bentley LLP, its successors, assignees and transferees. Redmayne Bentley LLP is regulated by the Financial Services Authority (FSA) in the U.K. Please see [www.redmayne.co.uk](http://www.redmayne.co.uk) for further information. Redmayne Bentley provides brokerage services only for this investment.

"Securities" means the medium term notes of senior unsecured debt issued by Van Lanschot Bank.

"S&P" means Standard and Poor's Financial Services LLC.

"Term" means 6 years from the Strike Date to the Final Valuation Date.

"U.S. Person" means a U.S. Person as defined in Regulation S under the U.S. Securities Act of 1933, as amended, or as defined in the U.S. Internal Revenue Code of 1986, as amended.

"Van Lanschot" means F. van Lanschot Bankiers N.V.

"Variable Return" means the investment return (if any) payable in addition to the Capital Protected Amount in respect of the Enhanced Global Absolute Return Bond 5 in accordance with Condition 3.

"Wealth Options" means Wealth Options Limited. Wealth Options Limited is regulated by the Central Bank of Ireland. References to "we", "our" or "us" shall refer to Wealth Options Limited.

"You/Your" means the person(s) (natural or corporate) investing money in the Bond in accordance with these Terms & Conditions and includes their successors.

## 2. Withdrawals

The Bond has a six year Term and the capital protection only applies at maturity. However there may be a secondary market for the Bond at the sole discretion of the Issuer and is subject to normal market conditions. The realisable value may be obtained from your Financial Broker. If you encash your Bond before the Maturity Date, you will receive only the net present value of your Investment at that time, which may be less than the amount you invested. In the event that you encash your Bond early there will be a 0.5% administration charge payable based on the full realised market value of your Investment.

## 3. Investment Return

3.1 The Capital Protected Amount is 95% protected by the Issuer at maturity. The Issuer will enter into a financial derivative contract with BNP Paribas (the Counterparty) before the start date to generate the Variable Return if any, of the Enhanced Global Absolute Return Bond 5. Any Variable Return which may be payable is conditional on the fulfilment of the Counterparty's obligations to the Issuer. If the Counterparty or the Issuer were to default on the derivative contract before its natural expiry the return will be calculated using best market practice and no further Variable Return will be earned on the Bond. In the event of the Counterparty being unable to fulfil its obligations to the Issuer, your returns may be limited to the return of your Capital Protected Amount at maturity.

3.2 The potential Variable Return payable on the Bond will be determined on the Maturity Date of the Bond. On each Averaging Date, the Index level will be recorded and at the end of the Term the final Index level will be calculated by taking the average of the Index levels recorded on the Averaging Dates. The Variable Return will be 100% of the total amount of growth of the Index from the Start Date to the Final Valuation Date, subject to averaging as set out above, Any Variable Return which may be due will be payable on the Maturity Date.

3.3 If on the Maturity Date the Index has generated zero or negative growth, no payment will be due to you in respect of the Variable Return and potential capital will be lost on a 1 for 1 basis depending on the negative performance of the index up to a maximum of 5%.

3.4 At the Maturity Date your original Investment plus any Variable Return will be paid into your Redmayne Bentley or Life Company custodian account and your Financial Broker will be advised.

3.5 Please note that averaging over the Term may have a negative impact on the investment return meaning that you may not receive the maximum benefit of any gains that may be made by the Index over the Term. However, averaging over the Term may also have the effect of protecting the Investment from the full extent of any losses that may be suffered by the Index over the Term.



# Terms & Conditions



## 4. What happens if I die before the investment matures?

For investors who are individuals, in the event of the death of a sole investor or of a surviving joint investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator according to usual probate rules. For joint investors, in the event of the death of one investor the Investment will continue in the name of the surviving joint investor. Alternatively the investment may be redeemed at its realisable value as determined by Van Lanschot which may be more or less than the Investment amount. Where an investment is made on behalf of a self-directed pension plan in the event of death of a policy holder/member prior to the maturity date, the investment may be redeemed at its realisable value as determined by Van Lanschot which may be more or less than the Investment amount. The proceeds from such redemption would be paid to the life company. For non-insured PRSA investors, in the event of the death of a non-insured PRSA investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator of their will according to usual probate rules.

## 5. Holding or Transfer of Client Assets outside Ireland

Redmayne Bentley may hold your money and investments ("client assets") with, or undertake a transaction for you which require Redmayne Bentley to pass your assets to an Eligible Third Party located outside Ireland. In these circumstances the legal and regulatory regime applying to such Eligible Third Party and your rights in relation to the client assets held in such manner may be different to that if such client assets were held by an Eligible Third Party in Ireland. In the event of a default or failure of that Eligible Third Party the client assets may be treated differently from the position which would apply if the assets were held by an Eligible Third Party in Ireland. You hereby consent by accepting these terms to your client assets being held or passed to an Eligible Third Party outside Ireland as described above.

## 6. Pooling of Client Assets

Redmayne-Bentley (or Eligible Third Parties) may hold your assets with other clients' assets as part of a common pool so you do not have a claim against specific assets; your claim is against the client assets pool in general. In the case of any such pooled client account Redmayne-Bentley will:

- (a) ensure that such account is in the name of Redmayne-Bentley, is designated as a client account and that Redmayne-Bentley is entitled to issue instructions in respect of such accounts;
- (b) obtain from the Eligible Third Party with whom the client assets are lodged, acknowledgement that the account is a client account containing client assets; and
- (c) comply with all Client Assets Requirements regarding client assets.

In the case of pooled investments, your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register and may be subject to third party claims (including claims by general creditors) made against Redmayne-Bentley or the relevant Eligible Third Party.

## 7. Governing Law

These Terms and Conditions and any non-contractual obligations arising out of or in relation to the Investment will be governed by and construed in accordance with Irish law. The parties agree that the courts of Ireland shall have exclusive jurisdiction to hear and settle any dispute which may arise out of or in relation to these Terms and Conditions and any non-contractual obligations and the parties irrevocably submit to such courts.

## 8. Data Protection Acts

The information that you have provided will be treated as confidential and retained by Wealth Options Limited ("Wealth Options") for the purposes of financial services or as required by law. You have a right to request a copy of the information we hold about you for which we may charge a small fee and to have any inaccuracies in your information corrected. Wealth Options may use the information you have provided for the purposes of providing you with additional information relating to the goods and services of Wealth Options, its associated companies and/or third parties. Wealth Options may share information with its associated and affiliated companies and /or carefully selected third parties, to enable those associated and affiliated companies and /or carefully selected third parties, to contact you directly in relation to their goods and services. If you do not agree to Wealth Option's use of the information for such purposes, please tick the box provided.

*I do not agree with Wealth Option's use of the information as described above.*

## 9. Representation

The contents of this brochure are the responsibility of Wealth Options Limited as Product Producer.

## 10. Disclaimer

Reference within the terms and conditions of this Bond and all related documents to particular stocks, indices, pricing sources or rates are included only to indicate the basis upon which the Variable Return is calculated, not to indicate any association between us or the Bank and the relevant stock, index provider, pricing source or rate provider, nor does such reference indicate any endorsement of the Investment by such stock, index provider, pricing source or rate provider.

The product is not in any way sponsored, sold or promoted by any stock market, index, related exchange, index sponsor, pricing source or investment fund provider, and they make no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the relevant stock market and/or the figure at which the relevant stock market, relevant index, related exchange, pricing source or investment fund level stands at any particular time on any particular day or otherwise. They shall not be liable (whether in negligence or otherwise) to the investor for any error in the relevant stock market, relevant index, related exchange, pricing source or relevant investment fund and shall not be under any obligation to advise any person of any error therein

## 11. Variation

These terms and conditions may be amended by us with the consent of the Bank. We will notify you of any changes and will always give you at least 30 days' notice.

# Terms & Conditions

## 12. Promotion Limitations

### European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

(i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(ii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(iii) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression 'an offer of Notes to the public' in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

## 13. Complaints Procedure

In the first instance please contact Wealth Options Limited at Elm House, Millennium Park, Naas, Co Kildare. If for any reason you are dissatisfied with our efforts to resolve your complaint you may refer your complaint to: The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo-call: 1890 88 20 90; telephone: (01) 6620899 or fax: (01) 6620890). Email enquiries should be sent to [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).



Wealth Options distribute a range of financial services from leading product manufacturers exclusively to regulated intermediaries. Wealth Options do not distribute products directly to the public.



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**Europe**  
Structured Products  
Awards 2012



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Naas  
Co Kildare

Tel: 045 88 22 81  
Fax: 045 88 22 86  
Email: [info@wealthoptions.ie](mailto:info@wealthoptions.ie)  
Website: [www.wealthoptions.ie](http://www.wealthoptions.ie)

Wealth Options Limited is regulated by the Central Bank of Ireland

Registered in Ireland No: 378600.

This application form should be completed by Non Pension Investors and Self-Administered Pension Investors.

### Personal Details

#### First Applicant

Ms.  Mr.  Mrs.

Surname

First Name

Date of Birth

Tel

Address

Nationality

\*PPSN/TRN

#### Second Applicant

Ms.  Mr.  Mrs.

Surname

First Name

Date of Birth

Tel

Address (if different)

Nationality

\*PPSN/TRN

**\*In accordance with Irish Revenue Commissioners requirements, we are obliged to ask every person opening an account to provide their current PPS/TRN number and to supply documentation verifying same.**

I / We wish to invest €

in the Enhanced Global Absolute Return Bond 5\*.

**\*Minimum Investment is €20,000. Denominations of 000's only.**

Cheques made payable to Redmayne Bentley.

Bank details on bottom of page (ii)

**To comply with the current Anti-Money Laundering and Terrorist Financing legislation, Wealth Options Ltd is required to ask you about the original source of your wealth in respect of this application. Please complete BOTH sections A and B below and sign the declaration:**

### Section A: Source of Funds

Please state the payment method:

A. Personal Cheque

B. Fund Transfer

C. Bank Draft

D. Other – Please Specify \_\_\_\_\_

Please provide bank details (if sending funds by Funds Transfer or Bank Draft):

Account Holder Name(s) \_\_\_\_\_ Branch: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

### Section B: Source of Wealth

How have the funds to pay for the investment been accumulated:

Salary/Savings

Sales of Assets

Inheritance

Other: \_\_\_\_\_

## Declarations

### Applicant(s) Declaration

1. I / we declare that my intermediary has explained the workings of the Enhanced Global Absolute Return Bond 5 and I have read and understood the Terms and Conditions of the Bond as set out in the brochure and key features and agree to be bound by them.
2. I / We understand and are satisfied with the conditions in the event of death or early encashment prior to maturity as stated in the terms and conditions.
3. I / We understand the risks and how the capital protection works.

1st Applicant Signature

Date

2nd Applicant Signature

Date

### Intermediary Declaration

I declare that I have met the above named applicants and have explained the Enhanced Global Absolute Return Bond 5 to them and am satisfied that it is suitable for their needs.

Financial Broker Name

Financial Broker Signature

Financial Broker Firm

Date

**Warning: If you cash in your investment before the 29th May 2020 you may lose some or all of the money you invest.**

**Warning: If you invest in this product you may lose some or all of the money you invest.**

**Warning: If you invest in this product you could lose up to 5% of the money you invest.**

**Warning: If you invest in this product you may not have any access to your money for 6 years.**

**Warning: The value of your investment may go down as well as up.**

## Bank Details - Transfers and Cheques\*

All Non-Life Company pension investors please make cheques or drafts payable to "Redmayne Bentley" or please transfer funds to Redmayne Bentley:

Bank Name: AIB, South Mall, Cork  
IBAN: IE47 AIBK 9363 8331 4090 40  
BIC: AIBKIE2D  
Reference: Investor name

*\*We do not accept any third party cheques.*

## Checklist

Fully completed **Application Form**  
(signed by both the client(s) & the intermediary)

**Certified Proof of Identity**  
(e.g. valid driving license, passport) - Certified copy of one for each applicant

**Certified Proof of Address**  
(e.g. utility bill or bank statement dated within 3 months) Certified copy of two for each applicant

**Certified Proof of Client(s)' PPSN**  
(e.g. notification of tax credits, current balancing statement) - Certified copy of PPSN for each applicant

**Cheque** made payable to 'Redmayne Bentley'



## Redmayne Bentley Nominee Account Agreement Form

### **Personal Details** (BLOCK CAPS PLEASE)

Account No (if existing client)

Please tick if the account has been set up in joint names

### **Primary Account Holder** (for all applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address:

Email:

Tel:

Occupation:

Employer:

Residential Status:

### **Joint Account Holder** (for joint applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address:

Email:

Tel:

Occupation:

Employer:

Residential Status:

### **Payments** (To be completed for Bonds that provide a regular income only so payment can be sent to your account)

Please pay any dividends to: Redmayne-Bentley Deposit Account  or Bank / Building Society

Name of Bank / Building Society

Bank Address

Postcode

Bank Account Holder's Name(s)

Sort Code

Bank Account Number

### **Declaration**

I declare that:

1. I / We\* have read, understood and retained a copy of Redmayne-Bentley's Terms & Conditions and A Guide to our Services & Charges. If you do not understand any point please ask for further information.
2. I/We\* give Redmayne-Bentley the authorisation to administer my/our\* account(s) using the Redmayne-Bentley nominee and cash deposit facilities.
3. Whilst most orders undertaken will be in accordance with our published Best Execution Policy please note that Redmayne-Bentley may execute orders outside of a recognised market or Multilateral Trading Facility (MTF). You agree that we may do this as we see fit in order to achieve a similar or better result. Please contact us if you do not understand this or require further information.
4. I / We\* declare that this application form has been completed to the best of my /our knowledge.

Primary Account Holder Signature

Date

Joint Account Holder Signature

Date

(if applicable)

## Redmayne Bentley Pension Dealing Account Form:

This form is to be completed by the Trustees of the scheme. It should be read in conjunction with Redmayne-Bentley's Terms & Conditions and Guide to Our Services & Charges.

Name of Pension

Type of Pension (Please select as appropriate): A(M)RF  PRB  SSAP  SIPP  Other  (Please specify) \_\_\_\_\_

### Beneficiary's Details (for single applications)

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Date of Birth (DD/MM/YY)
Address
Email
Tel

### Second Beneficiarys Details (for joint applications)

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Date of Birth (DD/MM/YY)
Address
Email
Tel

### Trustee Details

#### Trustee One

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Company Name
Address
Email
Tel

#### Trustee Two

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Company Name
Address
Email
Tel

If there are more than two trustees, please tick this box

You will need an additional form in order to complete the details of the additional trustees.

### Declaration

#### I declare that:

1. The individual(s) detailed above is a member of an authorised pension scheme or QROPS.
2. The member(s) have been supplied with a copy of our Terms & Conditions and Guide to Our Services and Charges, and you agree to be bound by those Terms & Conditions.
3. If named as the Primary point of contact, you agree to pass on details of all corporate actions to the member(s) in a timely manner.
4. I / We declare that this application form has been completed to the best of my / our knowledge.

Trustee One/First Authorised Signatory Signature  Date

Trustee Two/Second Authorised Signatory Signature (if applicable)  Date