

SEB Life International

# Portfolio Bond Life Assurance – Policy Conditions

## Contents

1. Definitions	2	7. Encashment	4
2. Policy	2	7.1 Minimum Policy Value	4
2.1 Preconditions	2	8. Nomination of beneficiaries	4
2.2 Policy commencement	3	9. Death Benefit	4
3. Premiums	3	9.1 Limitation	4
3.1 Investment of Premium	3	10. Specific exclusion	4
3.2 SEB Life International's right to request additional Premium	3	11. Maturity of the Policy	5
4. Asset Management and custody	3	12. Taxation of the Policy	5
4.1 Asset Management	3	12.1 Death Benefit payments	5
4.1.1 Ownership and control of Policy Assets	3	13. Policy cancellation	5
4.1.2 Permitted Assets	3	14. Insurance provider's limitation of risk	5
4.2 Custody	3	14.1 Force majeure	5
5. Policy valuation	4	14.2 Incorrect or incomplete information	5
6. Charges and fees	4	14.3 Fraudulent procedure etc.	5
6.1 Policy fees	4	14.4 Falsified information in other events	5
6.1.1 Administration Fee	4	14.5 Falsified information in insurance event	5
6.1.2 Policy Fee	4	14.6 Insurer's liability for damages	6
6.1.3 Investment Fee	4	15. Governing law and Policy amendments	6
6.2 Other charges	4	16. Electronic signatures	6
6.2.1 Asset Management charges	4	17. Queries and complaints	6
6.2.2 Custody charge	4	Appendix 1	6
6.2.3 Fund management charges	4		

# 1. Definitions

'Administration Fee' is a fee payable to SEB Life International for the administration of the Policy.

'Application Form' means an application form signed by the Policyholder in respect of the Policy.

'Asset' means a fund or other financial instrument held within the Investment Account.

'Asset Management' means the management of Assets and the Custody Cash Account held within the Investment Account linked to the Policy as agreed upon pursuant to an Asset Management Agreement between SEB Life International and the Asset Manager.

'Asset Management Agreement' is an agreement between SEB Life International and the Asset Manager for the management of the Assets and Custody Cash Account held within the Investment Account.

'Asset Manager' means a company providing Asset Management services with whom SEB Life International has an Asset Management Agreement.

'Commencement Date' is the contract start date as specified in the Schedule issued by SEB Life International when Policy has been set in force.

'Custodian' means a financial institution where an Investment Account linked to the Policy is held.

'Custody Cash Account' means an account held within the Investment Account linked to the Policy where cash is deposited.

'Date of Verification of Death' means the date of verification by SEB Life International of the death of the Life Assured (including, without limitation, by way of public registers such as the Digital and Population Data Services Agency or receipt of a certified true copy death certificate of the Life Assured).

'Death Benefit' means 101% of the Encashment Value of the Policy, following the death of the Life Assured.

'Encashment Value' is the value of the realised Assets and Custody Cash Account less any Asset Management and custody charges and applicable Policy fees.

"Finnish Income Tax Act" means the Finnish Income Tax Act (30.12.1992/1535), as amended.

'Investment Account' means one or more accounts linked to the Policy and maintained by SEB Life International with an EU authorised Custodian, whereby the Asset Manager has the authority under the Asset Management Agreement to enter transactions on behalf of SEB Life International.

'Investment Fee' is a fee deducted from the Custody Cash Account and payable to SEB Life International as detailed in the Schedule.

'Investment Strategy' means a strategy chosen together by the Policyholder and the insurance intermediary for the allocation of the Assets within the Investment Account.

'Life Assured' is the life assured named in the Schedule, whose life is covered in the insurance contract.

'Maturity Date' is the date on which the Life Assured attains age 100.

'Policy' means a contract of life assurance in respect of the Life Assurance Portfolio Bond made between the Policyholder and SEB Life International subject to the terms set out in these Policy Conditions and the Schedule.

'Policy Documents' means documents issued in respect of the Policy including but not limited to the Policy Conditions, the Schedule, endorsement letters, and any amendments made to those documents.

'Policy Fee' means the fee payable to SEB Life International for the management of the Policy.

'Policyholder' means the person shown in the Schedule as Policyholder or his executors, administrators or assigns who are legally entitled to receive any benefits payable under the Policy.

'Policy Value' is the total value of the Assets and Custody Cash Account within the Investment Account(s) linked to the Policy.

'Permitted Assets and Exchanges' means the rules relating to the assets and exchanges that SEB Life International will accept as Assets of the Investment Account (and as may be amended and updated by SEB Life International from time to time).

'Premium' means a premium payment paid to the Policy by bank transfer or by security transfer by transferring Policyholder's existing Assets to the Investment Account.

'Schedule' means the schedule issued by SEB Life International for the Policy which contains the Policy number and details specific to the Policy.

'SEB Life International' means SEB Life International Assurance Company Designated Activity Company, trading as SEB Life International, a company established under Irish Law, whose registered office is at Bloodstone Building, Riverside IV, Sir John Rogerson's Quay, Dublin 2, D02 KF24, Ireland.

'Secure Online Portal' means the secure online portal made available by SEB Life International through which the Policyholder can login and access Policy information; view Policy Documents and submit requests.

## 2. Policy

### 2.1 Preconditions

The Portfolio Bond Life Assurance is a single Premium, unit linked life assurance Policy with an Investment Account(s). The account is maintained by SEB Life International within a Custodian whereby the Asset Manager has the right to enter into transactions under the Asset Management Agreement. The Policy will mature when the Life Assured reaches 100 years of age if not previously paid out in full. The Policy is governed by these policy conditions (the "Policy Conditions").

The Application Form, the Policy Conditions, the Schedule, and any amendments agreed to those documents form the basis of an insurance contract between SEB Life International and the Policyholder. SEB Life International enters the insurance contract based on information provided by the Policyholder in the Application Form. If the information provided is incomplete, inaccurate or if there has been a failure by the Policyholder to disclose a material fact, SEB Life International may adjust the terms applicable to the Policy, the benefits payable under the Policy or refuse to pay a claim. If the Policyholder does not agree to the adjustment of benefits and/or the terms applicable to the Policy, SEB Life International may

terminate the Policy. If the Policyholder has acted in bad faith when providing information, SEB Life International will not be bound by the Policy.

## 2.2 Policy commencement

The Policy will be in force once SEB Life International has:

- (i) approved the Application Form and any relevant supporting documentation;
- (ii) opened an Investment Account, and
- (iii) received a Premium payment.

## 3. Premiums

### 3.1 Investment of Premium

On receipt by SEB Life International of a Premium, the amount specified by the Policyholder will be transferred to the selected Custodian(s) linked to the Policy.

Premiums will be invested by the Asset Manager pursuant to the Asset Management Agreement and in accordance with the Permitted Assets and Exchanges or into other Assets that may be deemed acceptable by SEB Life International. The Permitted Assets and Exchanges may be amended and updated from time to time and are available on [seb.ie](http://seb.ie) and on request from SEB Life International.

### 3.2 SEB Life International's right to request additional Premium

SEB Life International may require payment of additional Premium from the Policyholder if:

- (i) the Assets linked to the Policy Investment Account cannot be sold at a time when Policy fees are due; or
- (ii) the Policy Encashment Value is less than 5 000 EUR.

The additional Premium should be paid within one month from the receipt of the payment request sent by SEB Life International. SEB Life International reserves the right to terminate the Policy if the requested Premium is not paid within one month. SEB Life International retains the right to refuse payment of additional Premium into the Policy.

## 4. Asset Management and custody

### 4.1 Asset Management

SEB Life International maintains Asset Management Agreements with several regulated Asset Managers.

The Policyholder must select an Asset Manager from the list of Asset Managers held by SEB Life International. All contractual agreements and arrangements with Asset Managers are between SEB Life International and the Asset Manager directly. The Policyholder does not have the right to give instructions to the Asset Manager or otherwise influence the Asset Manager in any manner.

In instances where a particular Asset Manager is removed from the list of Asset Managers, the Policyholder will be required to select a new Asset Manager in writing within 14 days of notification by SEB Life International. If the Policyholder does not select a new Asset Manager within 14 days, SEB Life International may appoint an alternative Asset Manager.

The Policyholder and the insurance intermediary will jointly select a suitable Investment Strategy and submit it to SEB Life International for consideration. If accepted, the selected strategy is implemented by the Asset Manager at the request of SEB Life International. SEB Life International is not responsible for the suitability or the performance of the strategy selected. SEB Life International does not provide investment advice.

### 4.1.1 Ownership and control of Policy Assets

SEB Life International is the legal and beneficial owner of the Assets linked to the Policy for the duration of the Policy. The Policyholder is not permitted either directly or through a third party;

- (i) to exercise control over the Assets linked to the Policy;
- (ii) to instruct the transfer and disposal of Assets linked to the Policy;
- (iii) to make decisions in respect of the right of use, right of control or the ownership of Assets linked to the Policy;
- (iv) to participate or vote in a shareholder's meeting in respect of Assets linked to the Policy;
- (v) to pledge the Assets held within the Investment Account (the Policyholder may pledge its rights under the Policy).

### 4.1.2 Permitted Assets

SEB Life International reserves the right to refuse an Asset or subsequently liquidate an Asset if it is not permitted by SEB Life International or if there is a sequent change to the Permitted Assets and Exchanges.

Regardless of the Permitted Assets and Exchanges and without being required to state reasons for its decision, SEB Life International retains the right not to accept a proposed Asset or to liquidate an Asset.

This may occur in circumstances such as (but not limited to) the following:

- (i) SEB Life International deems an Asset to be potentially detrimental to SEB Life International or the Policy;
- (ii) SEB Life International deems an Asset to have the potential to damage the reputation of SEB Life International
- (iii) SEB Life International has an ownership stake in a corporate entity which SEB Life International considers to be excessively high;
- (iv) SEB Life International considers it necessary for compliance with sanctions list or counter terrorism measures.

SEB Life International shall not be liable for any losses incurred due to a refusal of an Asset or the liquidation of an Asset.

### 4.2 Custody

SEB Life International maintains agreements with several regulated Custodians.

The Policyholder must select a Custodian from the list of Custodians available from SEB Life International. All contractual agreements and arrangements with Custodians are between SEB Life International and the Custodian directly. The Policyholder does not have the right to give instructions to the Custodian.

In instances where a particular Custodian is removed from the list of Custodians, SEB Life International will notify the Policyholder. The Policyholder will then be required to select a new Custodian in writing within 14 days of notification by SEB Life International. If SEB Life International does not receive the selection of the new Custodian from the Policyholder within 14 days, SEB Life International may appoint a Custodian from the list.

## 5. Policy valuation

Policy valuations and additional information about the Policy can be accessed through the Secure Online Portal at seb.ie or by downloading SEB Life International's mobile app from Google Play Store or Apple App Store.

SEB Life International will provide an annual valuation statement to the Policyholder.

## 6. Charges and fees

### 6.1 Policy fees

Fees directly associated with the Policy are outlined below and specifically detailed in the Schedule. Fees will be deducted in arrears from the Custody Cash Account. Assets will be sold as required if the balance of the Custody Cash Account is insufficient to cover fees due to SEB Life International. The Asset Manager will decide which Assets will be sold. If Assets linked to the Policy cannot be sold, SEB Life International is permitted to request additional Premium from the Policyholder to cover accumulated fees.

#### 6.1.1 Administration Fee

Administration Fee will be applied to the value of the Policy annually and deducted on a quarterly basis.

#### 6.1.2 Policy Fee

The Policy Fee is detailed in the Schedule. It is deducted from the Custody Cash Account on a quarterly basis. The Policy Fee may be adjusted in line with the Irish Consumer Price Index.

#### 6.1.3 Investment Fee

Investment Fee of up to 2% per annum for three years based on the value of the Premiums received will be deducted on a quarterly basis from the Custody Cash Account.

### 6.2 Other charges

Custody, Asset Management, and fund management charges are not payable to SEB Life International and will therefore not be detailed in the Schedule. Assets will be sold as required if the balance of the Custody Cash Account is insufficient to cover charges due to the Asset Manager or the Custodian. The Asset Manager will decide which Assets will be sold. If Assets linked to the Policy cannot be sold, a request may be made to the Policyholder for additional Premium to cover accumulated charges.

#### 6.2.1 Asset Management charges

Asset Management charges are payable to the Asset Manager and will be deducted by the Asset Manager from the Custody Cash Account. Asset Management charges are reported annually to the Policyholder in the cost and charges report.

#### 6.2.2 Custody charge

Custody charges are payable to the Custodian and will be deducted by the Custodian from the Custody Cash Account. Custody charges are reported annually to the Policyholder in the cost and charges report.

#### 6.2.3 Fund management charges

Fund managers may levy charges within funds. These charges are reflected in the funds' quoted price. Fund management charges will be detailed in annual cost and charges report.

## 7. Encashment

The Policyholder may request a full or partial encashment of the Policy by submitting an encashment form.

Should the Policy be fully or partially encashed within 12 months of the Policy Commencement Date, a fee of 1% will be deducted from the encashment amount. If the Policy is fully encashed before the Investment Fee has been paid in full, the remaining amount of the Investment Fee will be deducted from the encashment payment.

Where the Policy is invested in illiquid Assets SEB Life International reserves the right to defer the encashment or payment of the Death Benefit, either in whole or in part, until such time as it can realise the Assets.

### 7.1 Minimum Policy Value

5 000 EUR must remain in the Policy after a partial encashment. If the value of the Policy falls below 5 000 EUR, SEB Life International has the right to terminate the Policy.

## 8. Nomination of beneficiaries

The Policyholder may choose to nominate beneficiaries to receive the benefits of the Policy in the event of the death of the Life Assured. The Policyholder is permitted to request a change to the beneficiary nomination. Beneficiary nominations must be sent to SEB Life International in a format acceptable to SEB Life International.

Following the approval of a valid claim by SEB Life International, SEB Life International will pay the Death Benefit due to the nominated beneficiary(ies). Any such payment will discharge SEB Life International of its obligations under the Policy.

## 9. Death Benefit

The Policy will terminate on the Date of Verification of Death. Following the Date of Verification of Death, SEB Life International will commence processing the Death Benefit including instructing the liquidation of all Assets (where possible).

No early encashment charge will be applied to the Death Benefit.

Payment of the Death Benefit will be subject to receipt and approval by SEB Life International of the following:

- (i) proof of a valid and undisputed claim;
- (ii) a completed and valid death claim form;
- (iii) evidence of entitlement to claim the Death Benefit.

### 9.1 Limitation

In accordance with the Insurance Contracts Act (543/1994), the right to an insurance benefit payment expires one year from the date when the claimant becomes aware of the possibility of receiving a benefit and in any case no later than ten years from the date the insurance event has occurred.

## 10. Specific exclusion

In the event of death of the Life Assured by suicide within one year of Commencement Date of the Policy, SEB Life International shall not be liable for any payment above the Encashment Value under the Policy.

## 11. Maturity of the Policy

On reaching the Maturity Date, Assets within the Investment Account will be encashed on the next available trading dates.

The maturity value payable is the Policy Value reduced by any accrued Policy fees and charges. The Policy will be terminated following maturity.

If on reaching the Maturity Date, the Policy is invested in illiquid Assets, SEB Life International reserves the right to defer the payment in part or in full until such time as the Assets may be sold.

## 12. Taxation of the Policy

The information set out in this section, "Taxation of the Policy" is based on SEB Life International's interpretation of current tax legislation and practice in Finland. SEB Life International does not accept responsibility for the interpretation of, or any subsequent changes to, applicable tax legislation. SEB Life International does not provide tax advice or investment advice, the Policyholder should obtain independent tax advice and refer to their insurance advisor or tax advisor for any questions they may have relating to tax.

On making a partial or full encashment on the Policy, if the requirements set out in section 34 and section 35 of the Finnish Income Tax Act are met, the encashment payment will be subject to capital gains tax in proportion to the gains made on the Policy at the time of encashment.

For Finnish Tax Residents, SEB Life International will deduct capital gains tax at the lower tax band and report taxes paid on the encashment to the Finnish tax authorities. Policyholders are responsible for the payment of any additional taxes due at the higher tax band where their personal gains on encashments exceed the tax band threshold.

Changes within the Investment Account linked to the Policy do not constitute taxable events if they do not involve payments being made from the Policy. If there are no gains on the Policy at the time of encashment, no taxes will be deducted from the encashment amount.

### 12.1 Death Benefit payments

When a Death Benefit payment is made to a next of kin of the Life Assured, the payment will be subject to inheritance tax.

When a Death Benefit payment is made to a person other than the next of kin of the Life Assured, the full payment will be taxable as capital income.

SEB Life International does not deduct any taxes from a Death Benefit payment. In accordance with its obligations a recipient of a Death Benefit payment will be reported to the Finnish tax authorities by SEB Life International.

## 13. Policy cancellation

The Policyholder has the right to cancel the Policy within 30 days of receiving the Schedule and the Policy Conditions. Notice of a cancellation request should be sent in writing to SEB Life International. Following receipt of a valid cancellation request, SEB Life International will refund the paid Premium. No charges will be deducted from the Policy if the cancellation is made within 30 days.

If the selling price of the Assets is higher at the time of refund than the Premium paid, only the amount corresponding to the paid Premium will be returned to the Policyholder. If the selling price of the Assets is lower at the time of refund than the Premium paid, only the amount corresponding to the selling price of the Assets will be returned.

## 14. Insurance provider's limitation of risk

### 14.1 Force majeure

SEB Life International is not responsible for any loss suffered due to a change in legislation, authority action or regulation, war, act of terror or other corresponding circumstances. SEB Life International will not be responsible for a loss suffered due to a strike, embargo, boycott or lockout, even if SEB Life International itself started such actions or was a target of them.

### 14.2 Incorrect or incomplete information

In accordance with the Finnish Insurance Contract Act (543/1994) the Policyholder and the Life Assured must upon request by the insurance company, provide all information which may be relevant in assessing the granting, expansion or renewal of the Policy.

Should the Policyholder provide incorrect or incomplete information, and SEB Life International pays the Death Benefit based on the incorrect or incomplete information, SEB Life International will not be liable to the beneficiaries of the Policy.

### 14.3 Fraudulent procedure etc.

If the Policyholder has acted fraudulently or in a manner that is not honourable and valued, the insurance contract is void. SEB Life International's responsibility is limited to the amount corresponding to the Encashment Value of the insurance contract.

### 14.4 Falsified information in other events

Should the Policyholder or the Life Assured wilfully or negligently provides incorrect or incomplete information, the following will apply:

- (i) If SEB Life International having knowledge of the actual circumstances would not have entered the insurance contract with the Policyholder, SEB Life International's liability is limited to the amount equivalent to the Encashment Value of the Policy.
- (ii) If SEB Life International having knowledge of the actual circumstances would still have entered the insurance contract with the Policyholder, but with a higher Premium or on terms other than those agreed in the contract, SEB Life International liability will be limited to what is entitled by the agreed Premium and / or applied Policy terms, if the actual circumstances were known. If SEB Life International has not taken reinsurance that otherwise should have been taken, then the liability shall be reduced accordingly. Premiums paid during the Policy lifetime will not be reimbursed.

### 14.5 Falsified information in insurance event

If the Life Assured or other applicant of the insurance benefit have before or after the insurance event intentionally or by negligence given incorrect information, omitted or concealed information which is relevant when assessing his or her right to the insurance benefit, the benefit amount may be reduced by an amount deemed reasonable by SEB Life International.

#### 14.6 Insurer's liability for damages

SEB Life International is not liable for the Custodian's failures in conducting their business or for any damages that may arise from the negligence of the Asset Manager or their actions. SEB Life International will not be responsible for any consequences related to the insolvency of the chosen Custodian(s) nor any other circumstances that could affect the value of the Assets in the Policy or the custody accounts or any difficulties in withdrawing the Assets.

SEB Life International does not provide investment advice and makes no representations as to the suitability and integrity of the Asset Manager or Custodian.

SEB Life International does not accept responsibility for the returns on the underlying Assets nor for the performance of the Asset Manager or any other party connected with the operation of the account.

### 15. Governing law and Policy amendments

This Policy is issued by SEB Life International in the Republic of Ireland and is governed by the Laws of Finland. SEB Life International may make alterations to the Policy and the terms and conditions of the Policy if such a change is specially called for by the general claims experience or by the change in the level of interest rates and providing that there is no material change in the content of the insurance contract compared to the original one. SEB Life International may also make such minor amendments to the terms and conditions, as do not affect the main content of the Policy. SEB Life International shall dispatch a notice to the Policyholder through the Secure Online Portal or otherwise, indicating how the Policy Conditions have changed and the Policyholder's rights in respect of the change.

### 16. Electronic signatures

The electronic signature of any documentation in connection with the Policy has the same legal effect as an original hand-written signature and is evidence of the Policyholder's consent and intent to be legally bound by same.

## 17. Queries and complaints

If you have any concerns regarding the service you have received or with your Policy, please contact your intermediary or SEB Life International.

The Asset Management of the Policy Assets is governed by an agreement between the Asset Manager and SEB Life International. Any complaints relating to the Asset Management service should be referred to SEB Life International.

SEB Life International Bloodstone Building,  
Sir John Rogerson's Quay, Dublin 2, D02 KF24, Ireland  
Email: [life.finland@seb.fi](mailto:life.finland@seb.fi)

If you are unsatisfied with the resolution of your concern, you can file a complaint with your intermediary or SEB Life International. If this complaint is not resolved to your satisfaction, you can bring it to the Finnish Financial Services Ombudsman (FINE), or to court.

The Finnish Financial Services Ombudsman  
Porkkalankatu 1  
00180 Helsinki  
tel. +358 9 6850 120  
[www.fine.fi](http://www.fine.fi)

FINE's Finnish Financial Services Ombudsman provides customers with free of charge independent advice and instructions. FINE's Finnish Financial Services Ombudsman may issue solutions for disputes; the solutions are recommendations by nature. FINE do not examine disputes that are pending or processed in the Consumer Dispute Board or court.

If you decide to bring a matter to the District Court of Helsinki, or to the district court of your domicile in Finland, the appeal should be brought within three years of you being notified of the final decision of your intermediary or SEB Life International.

## Appendix 1

### Fixed limits

Minimum Policy Value	5 000 EUR
Minimum additional Premium	10 000 EUR
Minimum partial encashment	5 000 EUR

Postal address: SEB Life International,  
Bloodstone Building, Riverside IV, Sir  
John Rogerson's Quay, Dublin 2, Ireland  
Phone: +358 (0)800 9 0805  
E-mail: [life.finland@seb.fi](mailto:life.finland@seb.fi)  
Switchboard: +353 1 487 0700

[seb.ie](http://seb.ie)

SEB Life International Assurance Company Designated Activity Company trading as SEB Life International is regulated by the Central Bank of Ireland. Registered in the Republic of Ireland. Registered office: SEB Life International, Bloodstone Building, Riverside IV, Sir John Rogerson's Quay, Dublin 2, Ireland. Registration number 218391. Past performance is not a reliable guide to future performance. The value of investments may go down as well as up. All information is correct as at March 2023 but is subject to change.