

#### Using the editable fields?

To ensure your information is saved correctly, we recommend you save the form to your desktop before you start completing the required fields.

## ISA Additional Permitted Subscription (APS)

– Spouse inherited ISA application

### For completion with a financial adviser

#### With this form you can:

- invest up to the APS allowance by moving inherited ISA assets from your late spouse's Quilter ISA into:
  - your existing ISA with us, or
  - a new ISA in your name (if you do not already have one with us).
- The assets will be moved into your ISA without actually selling them; this is known as an 'in specie' transfer.

#### This form cannot be used for:

- investing cash lump sums towards an APS allowance, for which there is a separate application.

We regularly update our forms; your financial adviser can confirm that this **September 2023** version is the latest by checking on our website [quilter.com](https://www.quilter.com)

#### What is an Additional Permitted Subscription (APS)?

When an ISA investor dies, his or her surviving spouse<sup>1</sup> is entitled to make an APS into an ISA, over and above the personal annual ISA allowance. The APS allowance available is dependent on the date of death:

- For deaths between 4 December 2014 and 5 April 2018, the allowance is limited to the value of the deceased's ISA as at the date of death;
- For deaths on or after 6 April 2018, the APS allowance is limited to the higher of<sup>2</sup>:
  - a) The value of the deceased's ISA as at the date of death (hereafter referred to as **APS1**);
  - b) The value of the deceased's ISA when it ceases to be a continuing account<sup>3</sup> (hereafter referred to as **APS2**).

#### Please tick all statements below that apply:

- As the deceased's surviving spouse, I inherited the ISA from the deceased
- The deceased's ISA was, and still is, held with Quilter
- I already have an ISA with Quilter, or intend to open one using this form

#### Have you been able to tick all three statements above?

Yes

No

#### You can complete this application

- For deaths between 4 December 2014 and 5 April 2018, **HMRC rules** only allow us to move the units that were in the deceased's ISA as at the date we were notified of the death, and which remain in the ISA when we act on the instruction (up to the APS allowance available).
- For deaths on or after 6 April 2018, HMRC rules allow us to move the units that are in the deceased's ISA when we act on the instruction (up to the APS allowance available).

#### This is the wrong application for you

- **HMRC rules** do not permit an 'in specie' movement of the units, unless all of the criteria above are met.
- However, if you are the surviving spouse of an ISA investor, you can still make an additional permitted subscription by using our **ISA APS Cash Lump Sum application**, which is available from your financial adviser or by calling our Customer Service Centre on 0808 171 2626

<sup>1</sup>References to 'spouse' in this form also mean civil partner.

<sup>2</sup>The value used will be subject to certain conditions being met – please refer to the ISA Additional Permitted Subscription (APS) Options flyer for more information.

<sup>3</sup>The deceased's ISA will cease to be a continuing account on the earlier of: completion of the administration of the deceased's estate; the third anniversary of the death; the closure of the account.



- Note**
- If you already have an ISA with us, the assets must be added to your existing ISA; they cannot be held separately.
  - If you wish to invest using our Managed Portfolio Service (MPS) or an adviser portfolio, you will need to do this with the help of your financial adviser after the transfer of assets has been completed.
  - This application does not cater for regular withdrawals, which can be arranged at a later date, if required.
  - **Please be aware that once a subscription using the APS allowance has been made to Quilter, any future subscriptions from that APS allowance MUST also be made to Quilter.**

### Completing this form

- Complete this form using BLOCK CAPITALS and blue or black ink. For dates, please use the format day/month/year.
  - Missing or unclear information can result in delays. We are unable to correct errors or omissions retrospectively.
  - The deceased's legal personal representative(s)\* (LPR) must also sign this form in section 9.
- \* References to legal personal representatives include executors and administrators, or the surviving spouse if there is no Will or Grant of Probate.

### Additional documents or information we might need

- **Other documents** relating to the death of the ISA investor - we will inform you of our requirements.

### Tax information

- Under Exchange of Information regulations we are required to obtain various details of our investors, including where they were born, their nationalities, countries of tax residence and related tax identification numbers - section 2 of this form is where you can provide this information.
- We also need to obtain 'a self-certification' that the information provided is true and complete - this is contained in the declaration in section 10. We may have to provide this information to HMRC who may then share it with overseas tax authorities.
- ISAs are exempt from Exchange of Information reporting obligations. However, where we hold money outside of an ISA, to be invested in the ISA at a later date, we may have to provide this information to HMRC, who may share it with overseas tax authorities. We may contact you for further information if required.

### Send your completed form as follows:

- **By email:** send your scanned copy\* to [WealthClaims@Quilter.com](mailto:WealthClaims@Quilter.com) or via PROMPT, our tool for advisers to upload documents direct to us, visit <https://www.quilter.com/help-and-support/tools/new-prompt/>  
\*Before sending any supporting documents to us, please refer to our guide about which documents must be certified as true copies and who can certify them. The guide is available via your PROMPT link above.
- **By post:** to Quilter, SUNDERLAND, SR43 4JP.

### Important documents you need to read before completing your application

Your financial adviser will have provided you with the following:

- **ISA Key Features Document**
- **ISA Terms and Conditions for Charge Basis 3**
- **A projection/illustration**, which includes a Costs and Charges Statement.
- **Information about the assets for your investment, including:**
  - Key Investor Information Documents (KIIDs) or Key Information Documents (KIDs)
  - Details of any rebates applicable
- **Privacy notice concerning use of your personal information.**

In section 10 of this application, the declaration you sign will include your confirmation that you have read these documents.

## 1. Financial adviser's details and declaration ▶ To be completed by your financial adviser

1.1 Network ▶ *If applicable*

Company name

Assigned adviser/Account to receive remuneration

1.2 Are you appropriately authorised to conduct this business? Yes - go to 1.3 No - you will be unable to submit this application

1.3 Did you give financial advice to the client in respect of this application? Yes No

### Declaration

1.4 **Adviser Fees** – I understand that adviser fees will be paid subject to the limits outlined in Quilter's Remuneration Guide.

#### 1.5 I confirm that:

- I have verified the identity of all relevant parties referred to in this application
- the information in this form was obtained by me in respect of the relevant parties
- the evidence I have obtained to verify the identity of the relevant parties can be produced on demand and meets the standard of evidence set out within the guidance for the UK Financial Sector issued by the Joint Money Laundering Steering Group (JMLSG)
- if any individual referred to in this application has changed address within the last three months, I can provide evidence on demand
- I have not verified the identity of the following parties referred to in this application because they are exempt from verification under Money Laundering Regulations

f) this section is signed below by the person who has seen the documentary evidence (which may include an electronic identity check).

1.6 **Tax information** – based on the knowledge I have gained of the relevant parties, I have no reason to believe that the tax residency self-certification requires any follow-up action from me.

#### 1.7 Correspondence

If my client is opening a new account, I confirm that:

- they understand that they will receive online correspondence only, and they have agreed to register for the Quilter App or online Customer Centre, if not already registered
- I have explained to my client that they will receive an email from Quilter with the details they need to register for the Quilter App or online Customer Centre, if not already registered
- this application contains the correct email address for my client
- I understand that I am responsible for sending correspondence to my client prior to their registering for the Quilter App or online Customer Centre.

Financial adviser's signature

Date

Print full name

Position

Email address

Telephone

### *Additional needs*

- If your client has any additional needs arising from aspects of their life such as their capabilities, health issues, life events, or their resilience, please capture the details on our **Additional Needs form**, available from our website; for more information about additional needs click [here](#) or go to 'help and support' on our website, [quilter.com](https://www.quilter.com).

## 2. Your details

### 2.1 Type of investment

New account ► *This only applies if you do not already have an ISA with us*

Top up this ISA

Customer Reference						Account		
A	C					-		

### 2.2 Personal details

Title  Mr  Mrs  Miss  Ms  Other ► *Please specify*

First name(s)

Surname

Date of birth

Telephone number  Email

National Insurance (NI) number  **OR** If you have never been issued with an NI number, tick here

Permanent UK residential address

Postcode

► *We cannot accept a residential address that is 'care of', which contains a PO Box number or which is the financial adviser's address.*

Use the residential address for correspondence?  Yes  No - enter the correspondence address below

Correspondence address

Postcode

### Tax Residency

- a) Do you hold tax residency status\* **anywhere other than the UK?** Yes - go to b) No - go to f)
- b) Are you or was your spouse/civil partner, a Crown employee? Yes - go to f) No - go to c)
- c) Country of tax residency\*  - go to d)
- d) Tax identification type\*\*  - go to e)
- e) Tax identification number\*\*  - go to f)
- f) Do you hold dual tax residency status? Yes - go to g) No - go to j)
- g) Country of tax residency\*  - go to h)
- h) Tax identification type\*\*  - go to i)
- i) Tax identification number\*\*  - go to j)
- j) Country of nationality UK - go to l) Other (*please specify*)  - go to k)
- k) Passport number and expiry date\*\*\*  - go to l)
- l) Do you have a dual nationality? Yes - go to m) No - go to section 3
- m) Second country of nationality UK - go to section 3 Other (*please specify*)  - go to n)
- n) Passport number and expiry date\*\*\*  - go to section 3

\***Country of tax residence:** Normally you are resident for taxation in the country in which you spend the majority of your time each year. However, some countries (eg the United States) may also treat an individual as resident for taxation based on their nationality or citizenship. As tax residence is determined by the country in which tax is paid, it is possible to be tax resident in more than one country.

\*\***Tax identification type/number:** If your country of tax residence is the UK or the Isle of Man your 'tax identification type' is your National Insurance number. For Guernsey, Jersey or Gibraltar it's your Social Security Number. If you are a US national/tax resident it's your US Tax Identification Number. For many European countries it's your National ID Number; for Greece and Portugal it's the Tax Identification Number; and for Italy it's the Fiscal Code. If the tax identification type has an expiry date, this might also be needed. For help to work out where you are tax resident, or if you are unsure about your tax identification type/number, please consult a financial adviser or the information at [www.oecd.org/tax/automatic-exchange](http://www.oecd.org/tax/automatic-exchange).

\*\*\***Passport number:** Passport numbers and expiry dates are required for most non-UK nationalities; for many European nationalities, the tax identification 'type' is required in the passport number field, see \*\* above. If we need any additional information, we'll let you know.

### 3. Details of the deceased

Full name	<input type="text"/>														
Date of birth	<input type="text"/>	Date of death	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>						
National Insurance (NI) number	<input type="text"/>	If the deceased had never been issued with an NI number, tick here													
Last permanent residential address	<input type="text"/>														
	<input type="text"/>														
	<input type="text"/>														
	<input type="text"/>														
Date of your marriage/civil partnership with the deceased	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>								
The deceased's ISA account number(s):	<input type="text"/>														

► If the deceased had more than one ISA with us, their values will be combined to form one APS allowance

### 4. Asset choice

#### The assets in the deceased's ISA will be transferred to your ISA, where possible\*.

- For deaths before 6 April 2018: Units in the deceased's ISA, as at the date we receive notification of the death, will be moved into your name, provided their value does not exceed the APS allowance available to you.
- For deaths on or after 6 April 2018: Units in the deceased's ISA, as at the date we process your instruction, will be moved into your name, provided their value does not exceed the APS allowance available to you.

\* If any assets are not available for transfer, we will sell them and transfer the sale proceeds instead. The proceeds will be held as cash within your ISA but you or your adviser will be able to switch the cash into different assets once the transfer is complete, if required. Where it is not possible to transfer the cash proceeds to your ISA, we will send them to the bank account you specify in section 6.

#### If the value of the assets:

- has fallen, you can top up your ISA with a cash lump sum to maximise the APS allowance
- has increased, any excess above the APS allowance will be paid to the bank account you specify in section 6.

#### If the assets include any Exchange Traded Instruments (ETIs):

- they can only be transferred in whole units
- we will therefore transfer the asset by rounding down to the nearest whole unit.

#### If cash is held within the deceased's ISA:

- this will be transferred and placed in cash in your ISA
- any cash transferred will be treated as a cash subscription against the APS allowance under HMRC rules.

### 5. Distribution options

State here how you wish us to handle any distributions of income we receive for assets in your ISA (tick one):

► If left blank, 5.1 will apply.

#### Note Interest earned on any cash held within your ISA

- If you select 5.1 or 5.2, any interest earned on cash in your ISA, will be added to the cash balance.
- However, if you select 5.3, any cash interest will be paid out at the same time.

#### Exchange Traded Instruments (ETIs)

- If you select 5.1, any reinvestment into an ETI will incur a Dealing Charge; stamp duty and other costs may also apply. The number of units purchased will be rounded down to the nearest whole number (any excess will be held as cash in your ISA).

5.1 Reinvest into the ISA

5.2 Leave as cash in the ISA

5.3 Pay into the bank account detailed in section 6 as follows: ► If left blank, a) will apply.

a) **Immediately** – Please pay income to my bank account as and when received from the asset managers.

b) **Regularly** – Please pay income to my bank account as follows:

Monthly      Quarterly      Half-yearly      Yearly

## 6. Your bank details

We will use the information you provide in this section for making any payments to you from your ISA.

- Note**
- This must be a UK bank account in your name or with you as a joint holder; we CANNOT make withdrawal payments to third parties.
  - We may ask to see proof that it is your bank account. We will let you know if this is the case as soon as we can.
  - Some banks or building societies cannot accept direct credits.
  - If you change your bank details, or if you want to request payment to a different account in the future, just let us know. We can hold details for up to four bank accounts under your customer reference number.

Branch sort code	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	Bank/Building Society account number	<input type="text"/>
Bank/Building Society name	<input type="text"/>		
Name of bank account holder(s)	<input type="text"/>		
Reference (optional)	<input type="text"/>		

Any reference here will appear on your bank statements. For a Building Society account, enter the roll number.

## 7. Charges and fees

More information about charges and fees is in the Charges, Fees and Rebates Guide in the ISA Terms & Conditions.

### Part A - Quilter charges

- Your ISA will be on Charge Basis 3, which means it will be subject to the Service Charge.
- **Family linking option**
  - The rates for our Service Charge reduce in stages as the total value of an investor's assets increases. 'Family linking' is where we can link your investments with those held on our platform by you or eligible members of your family, for the purposes of calculating the charge.
  - It means we would use the combined larger asset value to determine the Service Charge percentage, which could then potentially be lower.
  - To select this option, please complete our Family Linking Request form, available from your financial adviser or by emailing us on [ask@quilter.com](mailto:ask@quilter.com)
- If you buy/sell any Exchange Traded Instruments (ETIs) you will also be subject to a Dealing Charge; stamp duty and other costs may also apply when purchasing ETIs.
- If your assets include a WealthSelect Managed Portfolio, the ISA will also be subject to a monthly Managed Portfolio Service (MPS) charge.

### Part B - Adviser fees ► If required

**Complete this section if you wish us to deduct fees from your account for your financial adviser.**

**Initial fee** ► An initial fee is not available for this type of application.

### Ongoing servicing fee (overleaf)

- Note**
- The servicing fee is an annual amount including VAT, which will be divided by the payment frequency selected and paid accordingly. ► For example, £100 half-yearly would be £50 every six months.
  - Percentage fees can be entered up to two decimal places.
  - Where a percentage fee amount is agreed, the fee paid may go up or down depending on the value of your investment on the date the fee is deducted.
  - Any servicing fee authorised will override any existing servicing fee instruction on this account.
  - If you leave the frequency blank, we will assume 'monthly'.
  - If you wish to cancel an existing fee instruction using this form, enter £0 or 0% in the boxes overleaf. It will be cancelled for the whole account, not just the investment in this application.





## 10. Applicant's declaration and signature

Please read this section carefully – it is important that you read and understand the Terms and Conditions as well as this declaration. You should ask questions if there is anything you do not understand before you sign and date below.

### APS eligibility declaration

This section must be completed to confirm the investor named on this application is eligible to make an Additional Permitted Subscription to an ISA in respect of the deceased also named on this application.

#### 1. On the basis of the details supplied in my application:

##### a) (where assets are being transferred)

I wish to subscribe from my APS allowance in respect of the deceased to a Stocks & Shares ISA, by in specie transfer of existing ISA investments that have remained with Quilter's nominee since the date of death.

##### (where cash is being transferred)

I wish to subscribe from my APS allowance in respect of the deceased and wish to make my subscription to a Stocks & Shares ISA as a cash lump sum transferred from the deceased's ISA.

##### b) I declare that:

- all subscriptions made, and to be made, belong to me;
  - I am 18 years of age or over
  - I was married to or in a civil partnership with the deceased at their date of death and have evidence to support this declaration that can be produced on request
  - I am the surviving spouse of the deceased
  - I was living with the deceased within the meaning of section 1011 of the income tax act 2007 at the date of the deceased's death (we were not separated under an order of a court or a deed of separation and were not separated in circumstances where the separation was likely to become permanent)
  - the subscription is made under the provisions of regulation 5DDA of the ISA regulations (Additional Permitted Subscription)
  - the subscription is being made within 180 days of beneficial ownership passing to me as the surviving spouse
  - I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or the deceased performed such duties I will inform Quilter Investment Platform Limited if I cease to be so resident, or to perform such duties.
- c) I understand that once a subscription to an APS allowance has been made, any future subscriptions under that APS allowance MUST be made to this ISA manager and be accompanied by an APS Eligibility Declaration.
- d) Unless I am topping up an existing account, I understand that I must activate an online account via the Quilter Customer app and/or online Customer Centre in order to access information regarding this account. I confirm that I will receive and access all correspondence from Quilter via the app and/or online Customer Centre for this account.
- e) I understand that any money withdrawn from my ISA can be reinvested in the ISA within the same tax year without counting as a new subscription.

#### 2. I authorise Quilter:

- a) to hold my cash subscription and ISA investments, interest distributions, dividends and any other rights or proceeds in respect of those investments and any other cash
- b) to make any claims to relief from tax in respect of ISA investments on my behalf
- c) to sell units or shares in investments within my account to meet any charges or fees for my financial adviser or discretionary investment manager (if applicable)
- d) to give effect to my instructions in accordance with the Terms and Conditions.

#### 3. Contract notes – I understand that I will not receive contract notes relating to transactions involving the purchase or sale of investments which are carried out on a periodic basis in the manner agreed to in this application. Details of these transactions will be shown in the quarterly statement which will be sent to me. In particular, such transactions include:

- regular investments payable by Direct Debit
- phased investments
- rebalances carried out by my financial adviser or portfolio manager (if applicable)
- regular withdrawals
- dividend and rebate reinvestments
- sales of units to meet Quilter's charges and fees for my financial adviser and discretionary investment manager (DIM) (if applicable).

#### 4. Important documents – I have been given the opportunity to read and keep the following, and to have any questions concerning them answered to my satisfaction:

- a) Terms and Conditions, to which I agree
- b) Key Features Document
- c) an illustration and information about the costs and charges associated with my investment
- d) all available Key Investor Information Documents, Key Information Documents and information about rebates, in respect of my chosen assets.

#### 5. Exchange traded instruments (ETIs) – Where the application includes instructions to invest into ETIs, I understand the additional charges that apply for transactions involving this type of asset as shown within the illustration.

#### 6. Privacy information - I confirm that:

- a) I have read Quilter's privacy notice available at [quilter.com/privacy](https://www.quilter.com/privacy) concerning use of my personal information.
- b) I have obtained the consent of any other party named in this application to use their personal data in accordance with Quilter's privacy notice.

- 7. Facilitation of fees** – If I have authorised fees for my financial adviser or DIM in respect of my application:
- a) I authorise Quilter to deduct those fees from my investment and pay them to my financial adviser or DIM (as applicable).
  - b) I confirm that:
    - i) I have agreed any authorised fees with my financial adviser
    - ii) my financial adviser has explained the effect that selling units to pay fees from my investment will have on its future value.
  - c) I understand that:
    - i) the fees agreed will be met as follows (as applicable):
      - ongoing servicing fees, DIM portfolio fees and ad hoc fees - by deduction from cash in my account
    - ii) where fees will be met from cash in my account, if there is insufficient cash the shortfall will be met by selling proportionally from all funds in my account.
    - iii) if I authorise a servicing fee or DIM portfolio fee:
      - as a percentage amount, the fee paid may go up or down depending on the value of the investment on the date the fee is calculated
        - the agreed fee will be an annual amount, which will be divided by the payment frequency selected and paid to my adviser or DIM accordingly
        - the servicing fee will apply to the entire account and will override any existing servicing fee on the account
        - VAT may also be payable on DIM portfolio fees.
    - iv) Fees will be paid in line with my account Terms and Conditions and subject to the limits outlined in Quilter's Remuneration Guide for financial advisers.
    - v) Quilter will confirm details to me of the fees applied to my account.
    - vi) I will need to reauthorise any increases to fees that have been previously agreed.
  - d) I understand that:
    - i) I can cancel an adviser ongoing servicing fee at least 10 working days before it is deducted, by contacting Quilter, but I cannot make changes to a discretionary management portfolio fee
    - ii) I cannot cancel a fee once it has been deducted, instead I would need to contact my financial adviser to discuss whether a refund is payable.
    - iii) If I cancel a fee, a pro rata payment may be made for the period up to the date of cancellation.
- 8. Tax information** – I understand that, for regulatory purposes, Quilter is required to obtain information concerning my tax status.
- a) I declare that:
    - i) I am resident for taxation in the country(ies) shown as part of this application and I am not resident for taxation elsewhere
    - ii) I am a national of the country(ies) shown as part of this application and I am not a national or a citizen of any other country
    - iii) I will inform Quilter if this changes in the future
    - iv) the information and the statements made in this declaration regarding my tax status are correct and complete, to the best of my knowledge and belief.
  - b) I understand that:
    - i) Quilter may need to contact me for further information regarding tax information
    - ii) if I am resident for taxation outside of the UK and/or a national/citizen of a country other than the UK, Quilter may need to share my information with the relevant tax authorities.
- 9. I declare that my application has been completed correctly and to the best of my knowledge and belief.**
- 10. Share class conversions** – If an asset manager launches a new version of an asset that I hold, which offers me better value, I understand that my account will benefit from automatic conversion to the newer version of the asset and I agree to such conversions.

<b>Applicant's signature</b>		<b>Date</b>	<table border="1" style="border-collapse: collapse; width: 100%; height: 25px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table>								
<b>Attorney's signature</b> <i>(if applicable)</i>	<i>as attorney</i>	<b>Date</b>	<table border="1" style="border-collapse: collapse; width: 100%; height: 25px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table>								

**Note** – All types of investment involve some risk.  
 – Your account value may fall or rise and you might not get back what you put in.



[quilter.com](http://quilter.com)

*Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years. Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB). Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively. Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.*

