

# Discretionary Trust Deed

## Checklist

### Before sending the trust to Legal & General (L&G), have you...

1. Inserted the policy number (if known) in the box below?
2. Dated the trust? (on page 3)
3. Completed the settlor's details? (on page 3)
4. Inserted the details of any additional beneficiaries? (on page 5)
5. Decided whether or not to retain any terminal illness/critical illness benefits? (on page 6)
6. Completed the details of the application/existing policy? (on page 9)
7. Signed the trust and had those signatures witnessed? (on page 9)
8. If you've printed the document, crossed through mistakes (rather than using correction fluid) and have all parties initialled any changes?

Policy number



## IMPORTANT NOTES - before completing the Discretionary Trust deed, please read the following notes.

1. Before setting up the trust, make sure that you understand the trust and how it works. Take a look at our Discretionary Trust Guide for further details. If you're in any doubt, you should seek legal or tax advice as needed.
2. This trust is designed for use with L&G's protection life insurance policies for family protection and inheritance tax planning. It's not designed to be used for business protection arrangements (for example, key person insurance or shareholder protection), Relevant Life Plans or the death benefit of income protection (IP). Please contact L&G for other trusts that we offer.
3. This trust can be used for new or existing L&G protection policies.
4. The settlor is the person who is creating the trust. Once they put their life policy into a trust, it belongs to the trustees. However, they automatically become one of the trustees. This means that they keep control over the policy and continue to make the payments for it. When the settlor dies, the trustees will make any claims on the policy.
5. It's generally a good idea to have at least two trustees at any time. If you're the sole trustee, it's likely to cause delays with payments made on your death. Care should be taken when choosing trustees. The people appointed must be 18 or over and of sound mind. The trustees should be people who the settlor believes will act in the best interests of the beneficiaries.
6. It's important we hold up to date and complete details about the trustees of this policy, as well as the lives covered by it, to protect you and us from fraud and to comply with money laundering regulations. So, if your details change at any point, please let us know. Keeping this information up to date will help to avoid a delay if a claim is made, giving extra peace of mind. Our privacy notice explains how we will use the information you provide and can be found by visiting [legalandgeneral.com/privacy-notice](https://legalandgeneral.com/privacy-notice). Please ensure all trustees have sight of our privacy notice and understand how their personal data will be processed by L&G.
7. Once you've set up the trust, you may wish to include a letter of wishes. This will give guidance to the trustees on how to distribute the policy proceeds. A letter of wishes template is available on our website here: [legalandgeneral.com/letter-wishes.pdf](https://legalandgeneral.com/letter-wishes.pdf)
8. If you have critical illness or terminal illness cover, any claims for this will be paid to you. However, the policy will only pay out once. A claim can be made for either critical illness or terminal illness, or for a death claim, which would get paid to the trustees to manage. You can choose to give away these critical illness or terminal illness benefits by completing the box in clause 7 of Part B of the trust so these benefits are also for the benefit of the beneficiaries.
9. There can be inheritance tax charges to be aware of during the life of the trust. We recommend you read our Guide to Inheritance Tax and Trusts for more information: [legalandgeneral.com/Guide to Inheritance Tax and Discretionary Trusts](https://legalandgeneral.com/Guide to Inheritance Tax and Discretionary Trusts)
10. The legal and tax implications of the trust will depend on your personal circumstances. L&G aren't responsible for making sure that the trust meets your specific needs. This document should be reviewed by you and your legal advisers.
11. By being named on this document, and if required by L&G, the trustees agree to take all reasonable steps to obtain for L&G evidence of identification for any of the beneficiaries of the trust.
12. L&G has drafted this trust to reflect the law as at the date of publication. L&G and its advisers cannot accept any responsibility for loss, damage or other claim that may arise from setting up a trust. We recommend that you speak to your own legal or tax adviser before proceeding.
13. If you are printing this document, then please use CAPITALS and black or blue ink throughout. If you make a mistake while completing the trust, please correct the error by crossing out (do not use correction fluid) and the settlor should initial the change.
14. Completed trusts should be sent to: Trust Team, Legal & General Assurance Society Ltd, City Park, The Droveaway, Hove, East Sussex BN3 7PY.
15. The personal information we have collected from you will also be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by accessing this link: [cifas.org.uk/fpn](https://cifas.org.uk/fpn). L&G and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: checking details on applications for credit and credit related or other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance, checking details of professional business clients, job applicants and employees.
16. The trustees may need to register the trust with HMRC's Trust Registration Service. This would normally only be the case following a claim being paid or if the trustees have a liability to tax. For more information on when the trust needs to be registered see <https://www.gov.uk/guidance/register-a-trust-as-a-trustee> or speak to your financial adviser.

## Protection Gift Trusts - Discretionary Trust

The Settlor and Trustees should read Important Notes on page 2 before completing the Trust Deed.

### A Date of Trust

THIS DECLARATION OF TRUST is made on the            day of            20            BY the Settlor.

### B Definitions

The Settlor is the person who is creating the Trust.

#### 1. The 'Settlor'

##### First (or sole) Settlor

##### Second Settlor

Please insert the full name(s), address and personal information of the Settlor.

Title (Mr/Mrs/Miss/Ms/Dr/Rev/Other)

Forename(s) in full

Middle name(s)

Middle name(s)

Surname

Address

In the case of joint Settlers, insert the full name(s), address and personal information of the second Settlor.

Postcode

Date of birth  
DD/MM/YYYY

Email

#### 2. The 'Additional Trustees'

##### Additional Trustee 1

##### Additional Trustee 2

The Settlor will automatically be a Trustee. It is important that at least one Additional Trustee is named. Where there are two Settlers, both Settlers will automatically be Trustees.

Title (Mr/Mrs/Miss/Ms/Dr/Rev/Other)

Forename(s) in full

Middle name(s)

Middle name(s)

Surname

Address

Postcode

Date of birth  
DD/MM/YYYY

Email

	Additional Trustee 3	Additional Trustee 4
Title (Mr/Mrs/Miss/Ms/ Dr/Rev/Other)		
Forename(s) in full		
Middle name(s)		
Middle name(s)		
Surname		
Address		
Postcode		
Date of birth DD/MM/YYYY		
Email		

### 3. The 'Trustees'

The 'Trustees' shall mean the Settlor and the Additional Trustees and any other Trustees for the time being of this Trust.

### 4. The 'Beneficiaries'

The persons listed below may benefit under the Trust but so that no Excluded Person shall be capable of benefiting.

- 4.1 Any spouse widow or widower of the Settlor provided that person is not a Settlor.
- 4.2 Any child or grandchild of the Settlor whenever born (including step children and their issue).
- 4.3 Anyone descended from the father or mother of the Settlor.
- 4.4 Any surviving spouse (whether or not remarried) of anyone described in sub clauses 4.2 and 4.3.
- 4.5 After the death of the Settlor anyone who may benefit from his or her residuary estate.
- 4.6 Any person, class of person or any charity named in a deed of addition made by the Settlor during his lifetime.
- 4.7 Any Additional Beneficiary.

## B Definitions (continued)

Please insert the details of any individual(s) to be included as a Beneficiary not already included in the list above.

Do not include an excluded person.

If you wish to include more than four individuals or add a class of persons use a continuation sheet for the extra individuals/class of persons. A draft is available from L&G.

Title (Mr/Mrs/Miss/Ms/Dr/Rev/Other)

Forename(s) in full

Middle name(s)

Middle name(s)

Surname

Address

Postcode

Date of birth  
DD/MM/YYYY

Email

### 'Additional Beneficiaries'

#### Additional Beneficiary 1

#### Additional Beneficiary 2

#### Additional Beneficiary 3

#### Additional Beneficiary 4

Title (Mr/Mrs/Miss/Ms/Dr/Rev/Other)

Forename(s) in full

Middle name(s)

Middle name(s)

Surname

Address

Postcode

Date of birth  
DD/MM/YYYY

Email

The Settlor can give the Trust a name but they do not have to.

### 5. Name of Trust

The trust shall be called

Trust

### 6. Governing Law

English law governs the validity of this Settlement, and its construction, effects, and administration.

## B Definitions (continued)

Any death benefits are held for the Beneficiaries of the Trust (Gifted Benefits). Any critical or terminal illness benefits, as defined in the Policy documentation, will be paid to the Settlor (Retained Benefits).

However, if the Settlor(s) sign this box, they will not be able to receive any critical or terminal illness benefits and they will become Gifted Benefits and will also be held for the Beneficiaries of the Trust.

### 7. The Gifted Benefits and the Retained Benefits

- 7.1 Subject to the proviso in sub-clause 7.4 the Settlor gives all the benefits (the 'Gifted Benefits') under the Policy (other than any medical payment or service, and any benefit payable on a claim arising from the contraction or diagnosis of a critical or terminal illness (as defined in the Policy) (the 'Retained Benefits')) to the Trustees to hold on trust subject to the powers and provisions of the trust as set out in this deed.
- 7.2 The 'Gifted Benefits' include any Accidental Death Benefit cover that L&G may give pursuant to the application to L&G for the new Policy as set out in the schedule.
- 7.3 The Settlor irrevocably disclaims any lien or charge on the Policy for the repayment of any premium.
- 7.4 If the Settlor signs in this box, the Settlor also gives the Retained Benefits to the Trustees to hold on trust subject to the same powers and provisions as are set out in this deed and the Gifted Benefits shall include the Retained Benefits.

First (or sole) Settlor

Second Settlor

### 8. Excluded Persons

- 8.1 The Trustees may at any time or times during the Trust Period, declare by deed or deeds that the objects or persons or classes of objects or persons named or specified (whether or not ascertained) in such deed who are, would or might, but for this clause, be or become Beneficiaries or otherwise able to benefit, as the case may be, shall, in relation to the whole or any part of the Trust Fund, be excluded from benefit (both direct and indirect) and shall be known as 'Excluded Persons'.
- 8.2 The power conferred by sub clause 8.1 shall not be capable of being exercised so as to take away any interest to which any of the Beneficiaries has previously become indefeasibly entitled.
- 8.3 Any declaration made pursuant to sub clause 8.1 may be revocable, during the Trust Period, or irrevocable to take effect before the end of the Trust Period and shall have effect from the date (not being a date earlier than the date of such instrument) specified in the instrument.
- 8.4 The Settlor shall be an Excluded Person and this exclusion shall not be revocable.

### 9. The 'Trust Fund'

The Trust Fund means the Gifted Benefits contained in the Policy set out in the schedule to this deed together with any and all other property at any time added to this Trust by way of further gift, capital accretion, accumulation of income or otherwise and all assets from time to time representing the same.

### 10. The 'Trust Period'

The Trust Period means the period of 125 years beginning with the date of this declaration.

### 11. Construction

- 11.1 In this deed words importing the singular shall include the plural and vice versa. Words importing a gender include every gender.
- 11.2 The notes in the margin are for the purposes of information only and shall not be used in the construction of the trust or any part of it.
- 11.3 'Charity' means a trust or corporation, association, society or other institution established only for charitable purposes in accordance with the governing law of the trust.
- 11.4 L&G or Legal & General shall mean Legal & General Assurance Society Limited.
- 11.5 'Policy' shall mean either the Policy or policies effected pursuant to the application to L&G or the existing Policy, in either case as set out in the Schedule, and in either case shall include any variation or amendment to the same.
- 11.6 'Spouse' shall include a civil partner registered under the Civil Partnership Act 2004 and 'husband', 'wife', 'widow' and 'widower' shall be construed accordingly.

## C Key Provisions

### 1. Appointing the Trustees

In signing this Declaration of Trust the Settlor appoints the Trustees to act as the Trustees of this trust and the Trustees agree to act as the Trustees of the Trust (as evidenced by them signing this deed) in accordance with the trusts powers and provisions set out below.

### 2. Application for a New Policy

The Settlor hereby requests and declares that the Policy be issued by L&G to the Settlor to hold on trust with the Additional Trustees subject to the trusts powers and provisions as set out in this deed.

### 3. Assigning an Existing Policy

- 3.1 The Settlor as the legal and beneficial owner of the Policy assigns the Policy and all the benefits payable under it to the Trustees to hold on trust subject to the trusts powers and provisions as set out in this deed and the Trustees accept the assignment on these terms (as evidenced by them signing this deed).
- 3.2 The Settlor and Trustees will send a copy of this Declaration of Trust to L&G as notice of the assignment effected under this Trust.

### 4. Trust Provisions

Subject to the Retained Benefits (if any):

- 4.1 The Trustees shall hold the Trust Fund and the income thereof for the benefit of any one or more of the Beneficiaries upon such Trusts (including Discretionary and Protective Trusts) in such shares and with and subject to such trusts powers and provisions (exercisable by any person) as the Trustees shall at any time or times appoint by deed or deeds executed during the Trust Period which may be revocable during the Trust Period or irrevocable.
- 4.2 The Trustees shall have power during the Trust Period to pay, transfer or apply the whole or any part or parts of the capital of the Trust Fund as they in their absolute discretion think fit to or for the benefit of any Beneficiary.
- 4.3 Subject thereto:
  - (i) The Trustees may accumulate the whole or part of the income of the Trust Fund during the Trust Period.
  - (ii) Subject thereto the Trustees shall pay or apply the income to or for the benefit of such of the Beneficiaries as the Trustees think fit.
- 4.4 Subject to all the powers and provisions of this trust and if and so far as (for any reason) not wholly disposed of by it the Trust Fund shall be held in trust for the children of the Settlor alive at the date of this deed and if more than one in equal shares failing which for such charity or charities as shall be determined by the Trustees.
- 4.5 The power of appointment in sub clause 4.1 and the power to apply capital in sub-clause 4.2 shall only be exercisable when there are at least two Trustees or a trust corporation.

### 5. Bare Trust for Settlor of Retained Benefits and Medical Payment or Service

- 5.1 Notwithstanding the provisions of clause 4 of Part C the Trustees hold the Retained Benefits (if any) and any medical payment or service (if any) payable under the Policy on trust for the Settlor absolutely.
- 5.2 The Settlor hereby directs the Trustees to consent to and to authorise L&G (so far as such consent or authorisation may be sought) to pay or provide any [medical payment or service] to the recipient specified in the Policy [including where relevant the provision of such payment or service direct to the Settlor (as defined in the Policy)].

### 6. Trustees' Powers

In addition to the powers given to them by law, the Trustees shall have the following powers. The exercise of these powers is subject to the Retained Benefits (if any):

- 6.1 The Trustees may invest any money requiring to be invested (subject to obtaining advice, if required by law) in such manner as if they were absolutely beneficially entitled to the investments.
- 6.2 The Trustees are under no obligation to diversify the Trust Fund.
- 6.3 The Trustees shall have power to effect any life insurance Policy on the life of any person or persons, accept assignments of a Policy to the trust and exercise any option under any Policy held by the Trustees and to sell, charge, assign or surrender the whole or any part of such Policy. For the avoidance of doubt any new Policy or increase or decrease of benefits secured by any Policy or by any new Policy which is effected under any options which are contained in any Policy shall be subject to the same trust as set out in this deed.
- 6.4 The Trustees shall have power to borrow money on such terms and security as they think fit.
- 6.5 The Trustees shall have power to lend money to any of the Beneficiaries on such terms and security as they think fit.

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## C Key Provisions (continued)

### 6. Trustees' Powers (continued)

- 6.6 The Trustees shall have power revocably or irrevocably to delegate any power or powers in making, managing, realising or otherwise dealing with any property comprised in the Trust Fund to any person or persons upon such terms as to remuneration or otherwise as the Trustees may think fit and no Trustee shall be responsible for the default of any such agent if the Trustee in question employed or incurred expense in employing him in good faith.
- 6.7 The Trustees shall have power to instruct any investment or other professional adviser or advisers on such terms as to fees or other remuneration and generally as the Trustees may think fit, and the Trustees may either pay such fees or other remuneration out of the Trust Fund or reimburse themselves out of the Trust Fund if they have paid such fees or other remuneration themselves.
- 6.8 The Trustees may at their discretion and subject to the trusts aforesaid either retain the Policy or deal with the Policy in any manner that they may in their absolute discretion think fit including power (where the Policy so permits but without prejudice to the generality of the foregoing) to surrender the Policy or to convert the Policy in accordance with the options available under the Policy PROVIDED ALWAYS that where the Policy includes the right (a) to increase or decrease the benefit and the premium in accordance with an index defined in the Policy and /or (b) the right to effect a Policy pursuant to any of the options contained in or available under the Policy then such rights shall be vested in the Settlor. The right to cancel the Policy shall also be vested in the Settlor.

### 7. Administrative Provisions

- 7.1 **Receipt as a full discharge**  
The Trustees shall have power to pay or transfer any capital or income to be paid, transferred to, or applied for the maintenance, education or benefit of a Beneficiary who is under the age of legal capacity or otherwise under a legal disability to any parent or guardian of that Beneficiary or to such other person on behalf of such Beneficiary as the Trustees shall think fit and the receipt of such person shall be a complete discharge to the Trustees who shall be under no obligation to see to the proper application thereof.
- 7.2 **Payments to Trustees**  
Any Trustee for the time being (other than the Settlor) shall:  
(i) be entitled to recover all reasonable expenses; and  
(ii) being a solicitor or other person or corporate body engaged in any profession or business be entitled to be paid all usual professional or other charges for business done in relation to the trust.
- 7.3 **Appointment and Removal of Trustees**  
There shall be vested in the Settlor the power of removal of any Trustee and a power of appointment of a new Trustee and/or Additional Trustee(s). Subject thereto the power to appoint new or Additional Trustees shall be vested in the Trustees.
- 7.4 **Missing Trustees**  
As long as there are at least two other Trustees, if a Trustee cannot be found, after reasonable efforts have been made to find him, the remaining Trustees can discharge the missing Trustee. It is up to the remaining Trustees to decide whether reasonable efforts have been made to find the missing Trustee and no other person shall be under any duty to ensure that it was proper for the Trustees to have exercised their power to discharge the missing Trustee.
- 7.5 **Power to vary administrative provisions**  
When in the management or administration of the Trust Fund any transaction is, in the opinion of the Trustees, expedient but cannot be effected by reason of the absence of any power for that purpose, the Trustees may by deed confer on themselves either generally or, in the particular instance, the necessary power for the purpose and on the execution of such a deed the Trustees will have such power as if it had been expressly conferred on them by this deed.

### 8. Exercise of Powers

- 8.1 Where two persons are the Settlers any powers vested in the Settlor must be exercised jointly during their joint lives and thereafter by the survivor of them.
- 8.2 None of the trust powers or provisions shall operate or be exercised so as to allow any part of the Trust Fund or the income arising from it to be paid, transferred, or applied directly or indirectly to or for the benefit of the Settlor in any circumstances whatsoever.
- 8.3 The Trustees shall have power by deed or deeds revocable (whether by the person making such deed or some other person) during the Trust Period or irrevocable wholly or partially to release or restrict the future exercise of any power hereby conferred on them (including this power) whether or not of a fiduciary nature and so as to bind their successors.

### 9. Protection of the Trustees

No Trustee (other than a professional Trustee) will be liable for any loss to the Trust Fund or part of the Trust Fund at any time unless that loss resulted from personal dishonesty or knowing breach of trust.

## Schedule

This deed is designed for use with applications for new policies or assignment of existing policies but not both within the same deed. If both types of policies are to be placed in trust then two separate deeds are required. Please insert either date of application or Policy number and the full name of the life insured.

Name of company

Description of Policy

Date of application (DD/MM/YYYY)

Policy number

Life insured

## The Policy

Legal & General

or

## D Signatures

**Witnessing:**  
Please ensure that all signatures are witnessed by an independent person.  
The same person can witness all signatures.  
Witnesses must be adult and not someone already named in the trust nor their spouse.

**Date:**  
Once all the parties have signed, please insert the date of the deed in the box on page 3.

Signed and delivered as a deed by the said (full name)

Signature

In the presence of witness (full name of witness)

Signature of witness

Address of witness

Date

**IN WITNESS** whereof the parties have signed this instrument as a deed.

### First (or sole) Settlor

### Second Settlor

Postcode

Postcode

**IN WITNESS** whereof the parties have signed this instrument as a deed.

**Additional Trustee 1**

**Additional Trustee 2**

Signed and delivered as a deed by the said (full name)

Signature

In the presence of witness (full name of witness)

Signature of witness

Address of witness

Postcode

Date

Postcode

**Additional Trustee 3**

**Additional Trustee 4**

Signed and delivered as a deed by the said (full name)

Signature

In the presence of witness (full name of witness)

Signature of witness

Address of witness

Postcode

Date

Postcode



## Alternative formats

Please let us know if you would like a copy of this in large print, braille, PDF or in an audio format. To do this, you can call us on 0370 010 4080. We may record and monitor calls. Call charges will vary.

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

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