

Protection - Deed of Appointment and Removal of Trustees



IMPORTANT NOTES – before completing the Deed of Appointment and Removal of Trustees, please read the following notes.

1. This documentation has been produced for consideration by you and your legal advisers. The legal and any tax effects of the Deed will depend on your individual circumstances and Legal & General (as defined in Clause 5.3 of Part B of this Deed) and its advisers accept no responsibility for ensuring that the Deed meets your requirements.
2. 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 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 policy explains how we will use the information you provide and can be found by visiting legalandgeneral.com/privacy-policy.
3. Under this Deed you (the Settlor/Donor) can remove Trustees of your Trust and appoint Additional Trustees. **It is advisable to have at least two additional trustees appointed to the trust at all times.** Please check the Trust Deed as to the minimum number of Trustees required to exercise particular powers.
4. This Deed is only for use in circumstances where the **Settlor/Donor** (or one of joint Settlers/Donors) is **alive** and the Trust gives such person or persons the power to remove Trustees and to appoint New Trustees.
5. A copy of this Deed should be sent to Legal & General as soon as it has been completed.
6. By signing this Deed, and if required by Legal & General, the Trustees agree to take all reasonable steps to obtain for Legal & General evidence of identification for any of the Beneficiaries of the Trust.
7. Legal & General has drafted this Deed to reflect the law at the time of this publication. Legal & General and its advisers cannot accept any responsibility for loss, damage or other claim that may arise from the use of this Deed or the way in which you complete it. We therefore strongly recommend that you consult your own legal adviser before proceeding. Failure to understand the terms of the Deed may affect its suitability and effectiveness.
8. Use CAPITALS and black or blue ink throughout. If you make a mistake while completing the Deed, please correct the error by crossing out (do not use correction fluid) and the Settlor/Donor and all the Trustees should initial by the change.
9. **If the appointed trustee is resident for tax purposes anywhere other than the UK you must also complete the Trust/Entity Self-Certification Declaration Form and send this to us together with your completed Deed.**
10. The personal information we have collected from you will 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. Legal & General 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.



Deed of Appointment and Removal of Trustees

The Appointor(s) and Trustees should read the important notes on page 1 before completing the Deed of Appointment and Removal of Trustees.

Is this amendment in relation to a policy change request?

Yes

No

A

Date of Deed

INSERT date when last person signs on page 4.

THIS DEED of Appointment and Removal is made on the day of 20

BETWEEN the Appointor (1) the Outgoing Trustees (2) and the New Trustees (3)

B

Definitions

Please insert the full name of the Appointor including title, e.g. Mr, Mrs etc.

Please note that the Appointor is the Settlor/Donor of the Declaration of Trust.

In the case of joint Appointors, insert the full name of the second Appointor.

Please insert the full name of the current Trustee(s) who are to cease to act as Trustees.

Full name

Full name

Please insert the details of the New Trustee(s) being appointed including title, e.g. Mr, Mrs etc.

Full name

Address

Postcode

Date of birth
(DD/MM/YYYY)

Email:

1. The 'Appointor' means

First (or sole) Appointor

Second Appointor

2. The 'Outgoing Trustees'

Outgoing Trustee 1

Outgoing Trustee 2

3. The 'New Trustees'

New Trustee 1

New Trustee 2

New Trustee 3

New Trustee 4

Full name

Address

Postcode

Date of birth
(DD/MM/YYYY)

Email:

4. Construction

- 4.1 In this Deed words importing the singular shall include the plural and vice versa.
- 4.2 The notes in the margin are for the purposes of information only and shall not be used in the construction of this Deed or any part of it.
- 4.3 Legal & General shall mean Legal & General Assurance Society Limited.

Recitals

Please insert details of the original Declaration of Trust in the Schedule.

- a. This Deed is supplemental to the Declaration of Trust specified in the Schedule (the 'Declaration').
- b. The statutory power of appointment applies to the Declaration and is exercisable by the Appointor under the terms of the Declaration.
- c. The Appointor has a power under the terms of the Declaration to remove trustees.
- d. The Outgoing Trustees and the continuing trustees (if any) are the present trustees of the Declaration.
- e. The Appointor wishes to remove the Outgoing Trustees as trustees of the Declaration and to appoint the New Trustees in their place.
- f. It is intended that the property now subject to the trusts of the Declaration shall be transferred to, or under the control of, the continuing trustees (if any) and the New Trustees.

Key Provisions

In exercise of the powers conferred by the Declaration and the Trustee Act 1925 and all other powers (if any), the Appointor removes the Outgoing Trustees as trustees of the Declaration and appoints the New Trustees to act as trustees of the Declaration jointly with the continuing trustees (if any) in place of the Outgoing Trustees, and the New Trustees accept their appointment (as evidenced by them signing this Deed).

SCHEDULE – Details of the Declaration

Please insert the details
of the Declaration of
Trust as indicated

Date of Trust

Name of Trust

Description of original Trust Property

Policy numbers

							Trust
Legal & General Assurance Society Limited							

Please read all the margin notes below before signing and leave boxes blank if not required

If there is no Second Appointor then leave the box blank

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 this Deed nor their spouse or civil partner

Date: Please add the date of signature. Once all the parties have signed, the last date on which a person signed should be inserted as the date of this Deed in the box on page 2

IN WITNESS whereof the parties (other than the Outgoing Trustees) have signed this instrument as a deed

1. Signed and delivered as a deed by the said (full name)
2. Signature
3. In the presence of witness (full name of witness)
4. Signature of witness
5. Address of witness
6. Date (DD/MM/YYYY)

First (or sole) Appointor

Second Appointor

New Trustee 1

New Trustee 2

1. Signed and delivered as a deed by the said (full name)
2. Signature
3. In the presence of witness (full name of witness)
4. Signature of witness
5. Address of witness
6. Date (DD/MM/YYYY)

New Trustee 3

New Trustee 4

1. Signed and delivered as a deed by the said (full name)
2. Signature
3. In the presence of witness (full name of witness)
4. Signature of witness
5. Address of witness
6. Date (DD/MM/YYYY)

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

Legal & General Assurance Society Limited
Registered in England and Wales No. 00166055
Registered office: One Coleman Street, London EC2R 5AA

Authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and the Prudential Regulation Authority.

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