

DEED TO ASSIGN POLICIES FROM TRUSTEES TO A BENEFICIARY.



IMPORTANT NOTES – before completing the Deed to Assign Policies from Trustees to a Beneficiary, 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 3.3 of Part B of this Deed) and its advisers accept no responsibility for ensuring that the Deed meets your requirements.
2. Under this Deed you (the Trustees) assign the policy/policies to a Beneficiary.
3. If individuals are assigning a policy/policies to other individuals by gift, please use the 'Deed to Assign Policies to Individuals by Gift'. If individuals (as the Settlor/Donor/Grantee) are assigning a policy/policies to Trustees they should use the 'Deed to Assign Policies to Trustees'.
4. The vesting of the policy in a beneficiary of the Trust may have potential inheritance tax implications and legal advice should be obtained before completing the documents.
5. A copy of this Deed should be sent to Legal & General as soon as it has been completed.
6. Please note that Legal & General will only accept instructions from Trustees who have had their identities verified. We may need to also confirm the identity of other individuals relating to the Trust. We may do this by using reference agencies to search sources of information; this will not affect credit ratings. If this identity search fails, we may ask the parties for documents to confirm their identities. By signing this Deed, all parties to this Deed have consented that we can verify their identity and that, if required by Legal & General, the Trustees will 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 as at 1 January 2010. 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.
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 all the Trustees and the Assignee should initial by the change.
9. **If the assignee(s) is resident for tax purposes anywhere other than the UK you must also complete the Individual Self-Certification Declaration Form and send this to us together with your completed Deed.**

DEED TO ASSIGN POLICIES FROM TRUSTEES TO A BENEFICIARY

The Trustees and Assignee should read Important Notes on page 1 before completing the Deed to Assign Policies from Trustees to a Beneficiary.

PART A. DATE OF DEED

INSERT date when last person signs on page 3-4.

THIS DEED of Assignment is made on the day of 20
BY the Trustees (1) and Assignee (2)

PART B. DEFINITIONS

Please insert the full name of the current Trustees.

1. The 'Trustees'

Trustee 1

Full Name

Trustee 2

Full Name

Trustee 3

Full Name

Trustee 4

Full Name

2. The 'Assignee'

Assignee

The Assignee must be a Beneficiary under the Declaration of Trust.

Insert the details of the Assignee.

Name

Address

Postcode

Date of birth

3. Construction

- 3.1 In this Deed words importing the singular shall include the plural and vice versa.
- 3.2 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.
- 3.3 Legal & General shall mean Legal & General Assurance Society Limited.

PART C. RECITALS

Please insert details of the original Declaration of Trust in Schedule 1.
Please insert details of the Policy in Schedule 2.

- a. This Deed is supplemental to the Declaration of Trust specified in Schedule 1 (the 'Declaration').
- b. The Trustees are the present trustees of the Declaration. A policy of insurance the details of which are set out in Schedule 2 (the 'Policy', which expression where the context admits, shall include all money assured by or to become payable by virtue of the Policy and all benefits, privileges or advantages attaching to it) comprises part of the Trust Fund under the Declaration.
- c. The Assignee is a beneficiary of the Declaration.
- d. By a deed or resolution the Trustees exercised a power conferred on them by the Declaration or by law to vest the Policy in the Assignee absolutely.
- e. The Trustees wish to assign the benefit of the Policy to the Assignee.

PART D. KEY PROVISIONS

1. The Trustees hereby assign the Policy to the Assignee and the Assignee accepts the assignment (as evidenced by the Assignee signing this Deed).
2. The Trustees hereby covenant with the Assignee that the Policy is now valid and in full force.
3. The Trustees shall not be under any obligation to keep up the Policy or to reinstate the Policy if it shall become void for any reason and shall have no right to reimbursement or lien over the Policy in respect of any premium or premiums paid by the Trustees.
4. The Trustees and the Assignee will send a copy of this Deed of Assignment to Legal & General as a notice of the assignment effected under this Deed.

SCHEDULE

Please insert the details of the Declaration of Trust as indicated.

Parties to the original Trust Deed: Please insert the names of the Settlor/Donor/Grantee and the Additional Trustees.

Please complete the box(es) as appropriate.

Name of Company: Please insert either Legal & General Assurance Society Limited or Legal & General International (Ireland) Limited as appropriate.

SCHEDULE 1 Details of the Declaration

Parties to original Trust			
Date of Trust		Name of Trust	Trust

SCHEDULE 2 Details of the Policy

Name of Company	
Description of Policy	
Policy Numbers	

PART E. SIGNATURES

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

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.

Place: Please add the place where the Deed was signed and witnessed (for example Edinburgh) only if the Trust Deed is governed by Scots law.

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

	Trustee 1	Trustee 2
1. Signed and delivered as a deed by the said Trustee (full name)		
2. Signature		
3. In the presence of witness (full name of witness)		
4. Signature of witness		
5. Address of witness		
6. Date		
7. Place		
	Trustee 3	Trustee 4
1. Signed and delivered as a deed by the said Trustee (full name)		
2. Signature		
3. In the presence of witness (full name of witness)		
4. Signature of witness		
5. Address of witness		
6. Date		
7. Place		

PART E. SIGNATURES (continued)

	Assignee
1. Signed and delivered as a deed by the said Assignee (full name)	
2. Signature	
3. In the presence of witness (full name of witness)	
4. Signature of witness	
5. Address of witness	
6. Date	
7. Place	



www.legalandgeneral.com

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

Legal & General Assurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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