

# DEED FOR TRUSTEES TO IRREVOCABLY APPOINT A CASH SUM TO A BENEFICIARY.



**IMPORTANT NOTES** – before completing the Deed for Trustees to Irrevocably Appoint a Cash Sum 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 4.4 of Part B of this Deed) and its advisers accept no responsibility for ensuring that the Deed meets your requirements.
2. Under this Deed the Trustees appoint a cash sum (which comprises part of the Trust Fund) to a member of the Beneficiaries of the Trust. This Deed can only be used where the Trustees have sufficient powers to appoint funds to a Beneficiary. The appointment may have potential inheritance tax implications and legal advice should be obtained before completing the Deed.
3. 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.
4. 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.
5. 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 should initial by the change.
6. **If the beneficiary\* 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.**

\* You only need to confirm this information for beneficiaries who are entitled to more than 25% of the trust property.

# DEED FOR TRUSTEES TO IRREVOCABLY APPOINT A CASH SUM TO A BENEFICIARY

The Trustees should read Important Notes on page 1 before completing the Deed for Trustees to Irrevocably Appoint a Cash Sum to a Beneficiary.

## PART A. DATE OF DEED

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

THIS DEED of Appointment is made on the  day of  20   
BY the Trustees

## PART B. DEFINITIONS

Please insert the full name of the Trustees (including the Settlor/ Donor/Grantee if amongst them).

### 1. The 'Trustees'

#### Trustee 1

Full Name

#### Trustee 2

Full Name

#### Trustee 3

Full Name

#### Trustee 4

Full Name

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

### 2. The 'Beneficiaries'

The 'Beneficiaries' shall mean the Beneficiaries, the Discretionary Beneficiaries or Potential Beneficiaries as defined in the Declaration of Trust specified in Schedule 1 (the 'Declaration') as the case may be or otherwise the beneficiaries in whose favour the Trustees' power of appointment referred to in clause 1 of Part D can be exercised.

Please insert details of the cash sum in Schedule 3.

### 3. The 'Appointed Fund'

The 'Appointed Fund' shall mean the cash sum forming part of the Trust Fund specified in Schedule 3.

### 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 Where the context admits, the definitions and rules of construction contained in the Declaration shall apply.
- 4.4 Legal & General shall mean Legal & General Assurance Society Limited.

## PART C. RECITALS

Please insert details of the person you want to receive the cash in Schedule 2.

- a. This Deed is supplemental to the Declaration.
- b. The Trustees are the present trustees of the Declaration.
- c. The person specified in Schedule 2 is a member of the Beneficiaries ('the Beneficiary').
- d. The Trustees wish to exercise their power of appointment under the Declaration in favour of the Beneficiary in the following manner.

## PART D. KEY PROVISIONS

Any tax payable is to be paid out of the Appointed Fund.

1. The Trustees, in exercise of the power of appointment conferred on them by the Declaration and all other relevant powers (if any), hereby irrevocably appoint and declare that the Appointed Fund shall, from the date of this Deed, be held on trust for the Beneficiary absolutely freed and discharged from the trusts of the Declaration.
2. Any inheritance tax and all other costs, expenses and other liabilities occasioned by the appointment contained in this Deed shall be payable out of the Appointed Fund.
3. Notwithstanding the Apportionment Act 1870 (or any modification or re-enactment of it) or any rule of law concerning the apportionment of income and all income from the Appointed Fund shall be treated as income arising at the time when it is received and shall not be apportioned.
4. Nothing in this Deed shall prejudice or impair in any way any lien or charge to which the Trustees are entitled in respect of any tax and other liabilities whatever for which they are or may become accountable.

## 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.

Name of Company: Please insert Legal & General Assurance Society Limited.

### SCHEDULE 1 Details of the Declaration

Parties to original Trust		
	Trust	
Date of Trust		Name of Trust
Description of original Trust Property	Name of Company	
	Policy Numbers	

Please insert the details of the person (who must be a member of the Beneficiaries) who is to receive the cash sum.

### SCHEDULE 2 The Beneficiary

Name of Beneficiary		
Address		
	Postcode	
Date of Birth		

Please insert the cash sum to be appointed to the Beneficiary.

### SCHEDULE 3 The Appointed Fund

The cash sum of £

## PART E. SIGNATURES

Please read all the margin notes on pages 3 and 4 before signing and leave boxes blank if not required.

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

**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.

	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		

## PART E. SIGNATURES (continued)

**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 this Deed was signed and witnessed (for example Edinburgh) only if the Trust Deed is governed by Scots law.

	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		



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

**Legal & General Assurance Society Limited**  
Registered in England and Wales No. 00166055  
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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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