

Absolute Trust deed

Checklist

- Before sending the Trust to Legal & General, have you...
- 1. Inserted the policy number (if known) in the box below?
 - 2. Dated the Trust (on page 3)?
 - 3. Completed the donor's details (on page 3)?
 - 4. Inserted the details of the absolute beneficiary(ies) (on page 4)?
 - 5. Decided whether or not to retain any terminal illness/critical illness benefits (on page 5)?
 - 6. Completed the details of the application/existing policy (on page 7)?
 - 7. Signed the Trust and had those signatures witnessed (on pages 7 and 8)?
 - 8. Crossed through mistakes (rather than using correction fluid) and have all parties initialled any changes?

Policy number

Date received by Legal & General





IMPORTANT NOTES – before completing the Director’s Share Protection Trust, please read the following notes.

1. This documentation has been produced for consideration by you and your legal advisers. The legal and tax effects of the Trust will depend on your individual circumstances and Legal & General (as defined in clause 9.3 of Part B of the Trust) and its advisers accept no responsibility for ensuring that the Trust meets your requirements.
2. Ensure that you fully understand the terms of the Trust and how it works. The beneficiaries are chosen at outset and cannot be changed in the future. See the Absolute Trust technical guide for further details. If you are in any doubt about the terms, it is your responsibility to seek legal or tax advice as appropriate.
3. You should also ensure you have read and understood all the literature relating to your chosen policy for this Trust.
4. This Trust is designed for use with Legal & General’s protection life insurance policies for family protection and Inheritance Tax planning. It is not designed to be used for business protection arrangements (for example, key person insurance or shareholder protection), Relevant Life Plans or pension term assurance (for example, Tax Efficient Life Insurance Plan (TELIP)). Please contact Legal & General for other trust deed templates that we offer.
5. This is a split trust which means that death benefits will be held for the beneficiaries (known as the ‘Gifted Benefits’). While critical illness or terminal illness benefits as defined in the policy documentation will be held for you (known as the ‘Retained Benefits’). You can choose to give away these critical illness or terminal illness benefits by signing the box in clause 7 of Part B of the Trust deed so these benefits are also for the benefit of the beneficiaries.
6. This Trust can be used for new or existing Legal & General protection policies.
7. The donor is the person who is creating the Trust. The trustees will be the legal owners of the policy and their authority is required for any dealings with the policy. It is the trustees who would make a claim for any policy proceeds. You should think carefully as to who you name as trustee. They should be somebody who will carry out your wishes. It is important you replace any trustees who have predeceased you or that you have lost contact with.
8. It is generally a good idea to have at least two trustees at any time. Care should be taken when choosing trustees. The people appointed must be over 18 years of age and of sound mind. The trustees should be people who the donor believes will act in the best interests of the beneficiaries. It is also generally a good idea for them to be resident in the United Kingdom for tax reasons. Solicitors and accountants can act as trustees but they will charge for their services.
9. In creating this Trust or by paying premiums you may be making exempt transfers or potentially exempt transfers for Inheritance Tax purposes. For further information see the Absolute Trust technical guide.
10. 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.
11. Legal & General has drafted this Trust to reflect the law as at 1 January 2020. Legal & General and its advisers cannot accept any responsibility for loss, damage or other claim that may arise from the use of this Trust or the way in which you complete it. We therefore strongly recommend that you consult your own legal or tax adviser before proceeding. Failure to understand the terms of the deed may affect its suitability and effectiveness.
12. 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 donor and the trustees should initial the change.
13. Completed trust deeds should be sent to: Trust Team, Legal & General Assurance Society Ltd, City Park, The Droveaway, Hove, East Sussex BN3 7PY.
14. If the trust, trustees or settlor/donors are 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.
15. You may wish to refer to HMRC in order to decide whether you are required to register on the online Trusts Registration Service.

Protection Gift Trusts – Absolute Trust

The donor and trustees should read Important Notes on page 2 before completing the Trust deed.

A

Date of Trust

New policy: The date inserted for Part A must be a date on or after the last person signs on page 7 and must be a date before the new policy comes into force.

Existing policy: Insert date when last person signs on page 7.

THIS DECLARATION OF TRUST is made on the day of 20

BY the settlor and the trustees.

B

Definitions

The donor is the person who is creating the Trust

Please insert the name and address of the donor

In the case of joint donors, insert the details of the second donor

The donor will automatically be a trustee. It is important that at least one additional trustee is named. Where there are two donors, both donors will automatically be trustees

1. The 'Donor'

First (or sole) Donor

Second Donor

Name

Address

Postcode

Date of birth (DD/MM/YYYY)

2. The 'Additional Trustees'

Additional Trustee 1

Additional Trustee 2

Name

Address

Postcode

Date of birth (DD/MM/YYYY)

Additional Trustee 3

Additional Trustee 4

Name

Address

Postcode

Date of birth (DD/MM/YYYY)

3. The 'Trustees'

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

4. The 'Absolute Beneficiary or Beneficiaries'

Please insert the details of any individual(s) (other than the donor) you want to benefit, together with any percentage shares you want each to receive adding up to 100%

Beneficiary 1

Beneficiary 2

Name
Address
Postcode
Date of birth (DD/MM/YYYY)
Percentage

Form fields for Beneficiary 1: Name, Address, Postcode, Date of birth, Percentage

Form fields for Beneficiary 2: Name, Address, Postcode, Date of birth, Percentage

Please use the continuation sheet if you wish to nominate more than four beneficiaries. A draft is available from Legal & General

Beneficiary 3

Beneficiary 4

Name
Address
Postcode
Date of birth (DD/MM/YYYY)
Percentage

Form fields for Beneficiary 3: Name, Address, Postcode, Date of birth, Percentage

Form fields for Beneficiary 4: Name, Address, Postcode, Date of birth, Percentage

Total percentage

Total percentage field with 100% value

5. Name of Trust

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

The Trust shall be called [text box] 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. Any critical or terminal illness benefits as defined in the policy will be paid to the donor(s)

However, if the donor(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 Donor gives all the benefits (the 'Gifted Benefits') under the Policy (other than 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 Legal & General may give pursuant to the application to Legal & General for the new policy as set out in the schedule.
- 7.3 The Donor irrevocably disclaims any lien or charge on the Policy for the repayment of any premium.
- 7.4 If the Donor signs this box, the Donor also gives the Retained Benefits to the trustees to hold on trust subject to the powers of the trust as set out in this Deed and the Gifted Benefits shall include the Retained Benefits.

First (or sole) Donor

First (or sole) Donor

8. 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.

9. Construction

- 9.1 In this Deed words importing the singular shall include the plural and vice versa. Words importing a gender include every gender.
- 9.2 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.
- 9.3 Legal & General shall mean Legal & General Assurance Society Limited.
- 9.4 'Policy' shall mean either the policy or policies effected pursuant to the application to Legal & General 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.

C**Key Provisions****1. Appointing the Trustees**

In signing this Declaration of Trust the Donor 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 Donor hereby requests and declares that the Policy be issued by Legal & General to the Donor to hold on trust with the Additional Trustees subject to the powers and provisions of the Trust as set out in this Deed.

3. Assigning an Existing Policy

- 3.1 The Donor 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 powers and provisions of the Trust 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 Donor and Trustees will send a copy of this Declaration of Trust to Legal & General as notice of the assignment effected under this Trust.

4. Trust Provisions

Subject to the Retained Benefits (if any) the Trustees shall hold the Trust Fund upon trust for the Absolute Beneficiary or Beneficiaries in the percentage shares set out in clause 4 of Part B (provided that if shares are specified but they do not amount to 100% they shall be adjusted rateably) and in default in equal shares.

5. Bare Trust for Donor of Retained Benefits

Notwithstanding the provisions of clause 4 of Part C the Trustees hold the Retained Benefits (if any) on trust for the Donor absolutely.

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 statutory provisions for accumulation and payment of income shall not apply to the trust.
- 6.6 The Trustees shall have power to pay or all apply all or any part of the capital of the Trust Fund to or for the benefit of the Absolute Beneficiary interested therein.
- 6.7 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.
- 6.8 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.

7. Administrative Provisions

- 7.1 **Receipt as a full discharge**
The Trustees may pay any sum of capital or income to a minor's parents or guardian on behalf of the minor and the receipt of the parent(s) or guardian will be a complete discharge to the Trustees.
- 7.2 **Payments to Trustees**
Any Trustee for the time being (other than the Donor) 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 Donor 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.

