

DEED OF PARTICIPATION

What is the Deed of Participation?

An employer confirms their wish to join our Group Life Mastertrust when they complete a Deed of Participation.

Please allow time for us to receive your original Deed of Participation. We can't include an employer under our Group Life Mastertrust before we receive the original deed. We'll check through the deed and confirm inclusion if everything is okay. We'll keep the original deed with our Group Life Mastertrust records, however we can send you a copy if you ask.

What is the Legal & General Group Life Mastertrust?

Our Group Life Mastertrust is a registered group life assurance scheme we've set up. This scheme is available to employers insuring their lump sum Group Life Assurance benefits with us. Our Mastertrust is not suitable for any benefits which need to be covered in an Excepted Group Life Scheme or for Dependants and Orphans Pension.

Read "Introducing the Legal & General Group Life Mastertrust" for more details.

Notes on completing the Deed of Participation

Date

You need to date the deed with the execution date on the first page. The execution date is the earliest date from which the employer wants to join our Group Life Mastertrust. You cannot use a date before the deed is signed.

We expect most employers will wish to join at the earliest opportunity and will record the date they signed the deed. When you complete the date, please remember the earliest time we can include an employer under our Group Life Mastertrust is once all the following has happened:

- we've reached the execution date shown on the Deed of Participation;
- we've received their original completed Deed of Participation; and
- the Legal & General Group Life Assurance policy is in force.

We'll show the inclusion date in our confirmation of inclusion.

Sole party

The principal employer setting up the insurance policy fills in their details here. If an employer is registered at Companies House, there's space to add their Company Number.

We don't need a separate Deed of Participation from any employers participating under the principal employer's insurance policy. The principal employer's Deed of Participation automatically includes them.

Policy number

We can insert the policy number for you when we receive the original Deed of Participation. The policy number will be recorded under Paragraph (D) in the introduction.

Signatures

Only specific people can sign a deed on behalf of an employer. The type of business, and sometimes its constitution, will determine who can sign. We've included different signature sections to cater for most types of employers. For example there are different sections for limited companies, partnerships and limited liability partnerships.

Please tell us if an employer needs to execute the deed using a different method or signatories. For example, if they need to attach the employer's common seal in the presence of witnesses. If you tell us how you wish to execute the deed, we'll send an alternative version to aid its completion.

Wherever possible we'll use publicly available information to help make sure the deed is valid, and signed by the correct people. Occasionally we may ask you for supporting documents to validate how the deed is signed, for example if it's signed by a person using a power of attorney.

Post the original signed deed to:

Group Protection
Legal & General Assurance Society Limited
Knox Court
10 Fitzalan Place
Cardiff CF24 0TL

Please send us the original deed. We're unable to accept scanned copies or photocopies.

If you make a mistake before the Deed has been signed please start afresh. If a correction is needed after the Deed has been signed, then initials or signatures are required alongside the correction (by the people who executed the Deed).

[EMPLOYER NAME]

**DEED OF PARTICIPATION
relating to
LEGAL & GENERAL GROUP LIFE MASTERTRUST**

DEED OF PARTICIPATION

EXECUTION DATE:

SOLE PARTY: (Co No.)

whose registered office is at

.....
.....
.....
.....

(the "**New Employer**")

INTRODUCTION

- (A) This deed relates to the Legal & General Group Life Mastertrust (the "**Scheme**") which was established by Legal & General Resources Limited (the "**Founder**") and is currently governed by a definitive deed and rules (the "**Definitive Deed and Rules**") dated 29 November 2013.
- (B) Legal & General Trustees Limited of One Coleman Street, London, EC2R 5AA (Company Number 07776739), PTL Governance Limited, 4th Floor, The Anchorage, 34 Bridge Street, Reading, RG1 2LU (Company Number 02952373) and BESTrustees Ltd, Five Kings House, 1 Queen Street Place, London, EC4R 1QS (Company Number 02671775) are jointly the trustees for the time being of the **Scheme** (the "**Trustees**").
- (C) Under rule 8 of the **Definitive Deed and Rules** the **Trustees** may admit to the **Scheme** as a Principal Employer any employer which is the policyholder under an insurance policy with Legal and General Assurance Society Limited ("**LGAS**") and which undertakes on behalf of itself and of its associated or subsidiary employers to comply with the provisions of the **Definitive Deed and Rules**.
- (D) The **New Employer** wishes to be admitted to the **Scheme** as a Principal Employer and wishes to revocably assign the benefit of insurance policy numbered which it has effected with **LGAS** (the "**Policy**") to the **Trustees** so that the **New Employer** will remain as the policyholder of the **Policy** and for so long as it continues as a participating employer in the **Scheme** all lump sum benefits under the **Policy** will be payable to the **Trustees** to hold subject to the terms of the **Scheme**.

OPERATIVE TERMS

- 1. The terms set out in this deed take effect from the date confirmed in writing by the **Founder** to the **New Employer** (the "**Effective Date**").
- 2. The **New Employer** revocably assigns the benefit of the **Policy** to the **Trustees** to hold subject to the trusts, powers and provisions of the **Scheme** as an addition to the assets of the **Scheme** for so long as the **New Employer** continues as a participating employer in the **Scheme**.
- 3. The **New Employer** undertakes as follows:
 - 3.1 to pay all premiums due and payable under the **Policy**;
 - 3.2 to observe and to comply with all the terms and conditions of the **Policy**;

- 3.3 to participate in the **Scheme** as a Principal Employer with effect on and from the **Effective Date**;
- 3.4 to comply on and from the **Effective Date** with such of the provisions of the **Definitive Deed and Rules** as may from time to time apply to a Principal Employer;
- 3.5 to procure that any of its subsidiary or associated employers whose employees are at any time insured for benefits under the **Policy** also comply with the provisions of the **Definitive Deed and Rules** so that those subsidiary or associated employers need not enter into separate deeds of participation;
- 3.6 to act as the agent of its subsidiary or associated employers for the purposes of:
 - 3.6.1 any matter under the **Definitive Deed and Rules** which requires agreement between the **Trustees** and an Employer (as defined in the **Definitive Deed and Rules**);
 - 3.6.2 the giving of notice by the **Trustees** to an Employer;
 - 3.6.3 any matter under the **Definitive Deed and Rules** of which the **Trustees** are required to notify the Employer; and
 - 3.6.4 any requirement for consultation by the **Trustees** with an Employer.
- 4. The **New Employer** declares in addition that it has no corporate relationship with either the **Founder** or the **Trustees** and accepts that any liability arising in relation to the **Scheme** from:
 - 4.1 any action of the **New Employer** or any of its subsidiary or associated employers which constitutes discrimination under the Equality Act 2010; or
 - 4.2 a breach of the terms and conditions of employment applicable to members of the **Scheme** who are employees of the **New Employer** and any of its subsidiary or associated employers rests with the **New Employer** or its subsidiary or associated employers, as appropriate.
- 5. The **New Employer** further declares that
 - 5.1 the **Trustees'** responsibility in relation to the **Policy** is restricted to the benefits that arise under it from time to time; and
 - 5.2 it will resolve any disputes regarding the **Policy** with **LGAS**.

EXECUTED AND DELIVERED AS A DEED by the **New Employer** on the Execution Date.

*[If **New Employer** is a limited company]*

EXECUTED as a Deed (but not delivered until dated)
by the **New Employer**
acting by two Directors or a Director and the Secretary:-

.....
[NAME OF DIRECTOR]

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[NAME OF DIRECTOR/SECRETARY]

.....
[SIGNATURE OF DIRECTOR/SECRETARY]
Director/Company Secretary

*[If one Director is witnessed signing on behalf of the
New Employer]*

EXECUTED as a Deed (but not
delivered until dated)
by the **New Employer**
acting by a Director:-

.....
[NAME OF DIRECTOR]

.....
[SIGNATURE OF DIRECTOR]
Director

in the presence of:

.....
[SIGNATURE OF WITNESS]

.....
[NAME OF WITNESS]

.....
.....
.....
.....

[ADDRESS OF WITNESS]

.....
[OCCUPATION OF WITNESS]

*[If **New Employer** is a limited liability partnership]*

EXECUTED as a Deed (but not delivered until dated)
by the **New Employer** acting by

.....
[NAME OF MEMBER]

.....
[SIGNATURE OF MEMBER]
Member

and

.....
[NAME OF MEMBER]

.....
[SIGNATURE OF MEMBER]
Member

*[If **New Employer** is a partnership and all Partners
Are to sign]*

SIGNED as a Deed (but not delivered until dated)
by

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

.....
[NAME OF PARTNER]

For and behalf of the **New Employer**

.....
[SIGNATURE OF PARTNER]

Partner in **New Employer**

*[If **New Employer** is a partnership and one Partner is to sign for the Firm]*

SIGNED as a Deed (but not delivered until dated)
by the **New Employer**
through its agent

.....
[NAME OF PARTNER]

.....
[SIGNATURE OF PARTNER]

as agent for the **New Employer**

Under a power of attorney dated

.....

in the presence of:

.....
[SIGNATURE OF WITNESS]

.....
[NAME OF WITNESS]

.....
[ADDRESS OF WITNESS]

.....
[OCCUPATION OF WITNESS]