



BUSINESS TRUST

Important notes

Please read these notes prior to completion. **The following trust form should not be used for pension plans.**

The business trust is designed to allow payment of the plan proceeds to the trustees without grant of probate/letters of administration/confirmation.

The trust form is designed for use only with plans issued by Royal London (and the divisions known as Bright Grey and Scottish Provident).

The trust form and these notes in relation to its use are for general guidance only and are based on our current understanding of the law as it applies in the United Kingdom and HM Revenue & Customs practice. No responsibility can be taken by Royal London or any of its subsidiary companies for the interpretation of the law or future changes in the law or practice. Tax liabilities and the ability of the settlor in law to set up a trust are dependent on individual circumstances. We strongly recommend that you take separate legal and taxation advice prior to signing the trust form and while the trust is in existence.

Part – discretionary trust including settlor as beneficiary

Part – specified plan benefits retained by settlor

The business trust should only be used in the following circumstances:

(A) Shareholder/member/partner protection

In conjunction with an option agreement under which co-shareholders, co-members or co-partners have options to sell/purchase each other's interests in the company, limited liability partnership (LLP) or partnership in the event of death or critical illness.

NOTE - Only the terms of the Royal London specimen cross-option agreement have been taken into consideration for the purpose of preparing this trust form and the notes to the specimen agreement must also be considered. It may be appropriate to use this trust form in other circumstances but in such cases the provisions of any agreements between co-shareholders, co-members and co-partners, the articles of association of a company and the terms of a partnership agreement or LLP agreement must also be reviewed.

(B) Key person protection

In the case of a partnership, where the partners want a key person plan to be effected by a partner solely for the benefit of the partners. Under English law a partnership is not a separate legal person, so cannot directly own a protection plan. The trust form may be used in Scotland although under Scots law a partnership is a separate legal person. The trust form may also be used by members of LLPs although LLPs are separate legal persons.

The business trust comprises a bare trust for the settlor in respect of the "retained benefits". The retained benefits means the right to any payment comprised in the Trust Fund which is not comprised in the gifted benefits. Any additional covered conditions payment is also a gifted benefit. If the plan is a Pegasus plan, the gifted benefits will be death benefit only. There will be no retained benefits.

The trust is in fully discretionary form with respect to the gifted benefits, allowing the trustees to determine who among the discretionary beneficiaries is to receive benefits and in what shares and proportions. The settlor is included as a discretionary beneficiary.

Completing the trust form (The numbering denotes the relevant clause in the trust form.)

The settlor – creating the trust

The trust form should be completed by the shareholder, member or partner who is applying for the plan. It is important that the plan is written in trust from its inception because there is a risk that if it is transferred into trust after it is in force, a capital gains tax liability will arise on the proceeds when paid. The date of the trust form is the date it is completed, and signed by the settlor at section G. The date must be inserted under the settlor's signature. The settlor must complete his full name, including any middle names, and address.

Who are the trustees?

The trustees are the legal owners of the plan, holding it upon trust for the benefit of the person(s) specified in the trust.

F1 The settlor (to be entered here) is automatically a trustee.

F2 There must be at least one additional trustee entered at F2 for the trust to be effective, but up to four additional trustees may be nominated. The additional trustee(s) are normally the settlor's co-shareholder(s), co-member(s) or co-partner(s). After the settlor's death all the trustees will normally be required to sign the discharge form issued by the insurer.

The full name, including any middle names, and address of each additional trustee must be completed. Additional trustees may sign on the same date as the settlor or at a later date, but they must not sign before the settlor has signed the trust form.

D2 The settlor may appoint new trustees to act with the existing trustees of the trust. After the settlor's death, the trustees may appoint new trustees.

D3 The settlor, so long as there are two trustees still acting after the removal, may remove a trustee from office.

What is included in the trust?

F4 The plan is the trust property. This section should be completed with the details of the application for the plan. The trust form can be completed where an application form has been completed, in which case the date of the application is the date the paper application form was completed or the date the online application was submitted to us. It can also be completed in anticipation of an application being made. In which case the date of the application is the date the paper application is to be completed or the date the online application is to be submitted.

The discretionary beneficiaries

F10 The trustees are given a power of appointment which enables them to appoint, either permanently or revocably, all or part of the trust fund among a class of discretionary beneficiaries comprising the settlor, and other partners, members or shareholders in the business. An appointment is effected by a simple signed and witnessed deed made by the trustees. A specimen deed of appointment is available from us.

Subject to any such appointment any income of the trust fund, unless accumulated, is distributable as it arises among the discretionary beneficiaries, in such shares as the trustees, acting by a majority, decide. This decision does not depend on a deed of appointment being executed.

It is important that the trustees use the ability to choose which beneficiaries are to receive benefits to ensure that the plan proceeds are paid to the shareholders, members or partners who may in terms of any agreement which might exist have an interest in acquiring the share of the deceased shareholder, member or partner.

Persons cannot be added to the class of discretionary beneficiaries once the trust has been completed.

Benefits

F8 & F9

The plan may provide for a variety of different benefits, e.g. life cover, death benefit, critical illness benefit, income protection benefit and children's critical illness benefit. A Pegasus plan will only include death benefit.

Income protection benefit and children's critical illness benefit will be retained benefits, to be held for the absolute benefit of the settlor. It is not recommended that income protection benefit be included in a plan being used for shareholder/member/partner protection as there would be potential tax implications.

Signing the trust

G The trust form must be signed by the settlor in the presence of a witness who must sign against the signature. The witness must be independent, over 18 (16 in Scotland) and not a relative of the person whose signature is being witnessed or a discretionary beneficiary or trustee. For example, a professional adviser may be a witness.

The additional trustee(s) should sign at the end of the trust form, adding the date of their respective signatures. This is to confirm acceptance of their appointment as trustees. The additional trustee(s) must sign the trust form after the settlor and witness have signed, they do not need to sign on the same date as the settlor - they may sign at a later date.

Once signed, a copy of the trust form must be returned to us for noting. You should not send us the original form, which should be kept with the plan documents and other trust papers.

For Royal London and Bright Grey plans please send to:

Royal London
1 Thistle Street
Edinburgh
EH2 1DG

For Scottish Provident plans please send to:

Scottish Provident
301 St Vincent Street
Glasgow
G2 5PB

The signed principal trust form should be kept with the plan document and other trust papers. If a claim is made the original trust form and other trust papers must be produced before payment can be made to the trustees.

The trust form begins on the next page.

Please use **BLOCK CAPITALS** and **black ink** when filling in your answers.
Do not use correction fluid on this trust form.

A Introduction

- A1** In submitting the application for the Plan, the Settlor wishes to appoint himself and the Additional Trustees as the initial trustees of this Trust Deed and requests the Company to incorporate this declaration in the Plan, when issued, so that the trusts declared below shall apply to the Plan from the date it is issued.
- A2** The Definitions in Part F shall have the meanings set out in that Part.

B Trust Provisions

- B1** The Trustees shall hold the Retained Benefits upon trust for the absolute benefit of the Settlor.
- B2 i** The Trustees shall hold the Gifted Benefits upon trust for the benefit of such one or more of the Discretionary Beneficiaries in such proportions, on such terms and conditions and subject to such new or other trust purposes, powers and provisions as to both income and capital (including power to accumulate during such period permissible by law) as the Trustees may during the Trust Period revocably or irrevocably appoint in writing PROVIDED ALWAYS THAT (A) no appointment and no revocation of any revocable appointment shall be valid without the written consent thereto of the Settlor if then living and (B) any such appointment or revocation shall not invalidate any prior payment or application of all or part of the Trust Fund (whether capital or income) made in exercise of any of the powers conferred by the Trust Deed or by law.
- B2 ii** Subject to any and every exercise of such power of appointment, the Trustees shall pay the income of the Trust Fund arising during the Trust Period to or for the benefit of all or such one or more of the Discretionary Beneficiaries as the Trustees shall in their absolute discretion determine.
- B3** In the event of the failure of the above Trusts, the capital and income of the Trust Fund or such part of it with respect to which such failure has occurred shall be held upon Trust absolutely for the intestate heir of the last of the Discretionary Beneficiaries to die.
- B4** In the event of the Settlor ceasing to be a partner or member in or a holder of ordinary shares in the Business other than by reason of his death then with effect from such cessation the Trustees shall hold the Gifted Benefits upon trust for the absolute benefit of the Settlor.

C Administrative Provisions

The Trustees shall have the following powers in addition to any powers conferred upon them by law namely:

C1 General

The Trustees shall have all the powers of investment, sale, alienation, exchange, partition, mortgage, charging, pledging, leasing, insurance, protection, improvement, equipment, dealing, disposition, and management (and all other powers) of an absolute beneficial owner of the Trust Fund. Such powers shall not be restricted by any principle of construction but shall operate according to the widest generality of which the foregoing words are capable, notwithstanding that certain powers are more particularly set out in the following clauses.

C2 Power of investment

Any money to be invested may be applied in the purchase or acquisition (either alone or jointly with other persons) of such investments, shares (including partly paid shares), stock, funds, securities, land, buildings, chattels or moveable property, deposits and securities (including bonds or securities payable to bearer) or other property of whatever nature and wherever situate, and whether involving liabilities or producing income or not, or in making such loans, with or without security, as the Trustees think fit.

C3 No requirement to diversify investments

The Trustees shall have power to retain the Trust Fund in its present state and shall not be required to diversify the investment of the Trust Fund, nor be liable for the consequences of investing, or keeping the Trust Fund invested, in, or in the shares or obligations of, a single business, company or firm, or in one asset or one type of asset.

C4 No requirement to invest in income-producing investments

No person beneficially interested in the Trust Fund shall be entitled:

- C4 i** To compel the sale or other realisation of any assets which do not produce income.
- C4 ii** To require the distribution of any dividend by any company the shares, stock, securities, debenture stock, loan stock or loan capital of which are comprised in the Trust Fund.
- C4 iii** To require the Trustees to exercise any powers they may have of compelling such distribution.
- C4 iv** To insist on the investment of any part of the Trust Fund in assets which produce income.

C5 Transfer of Trust Fund

Notwithstanding that a beneficiary is absolutely or indefeasibly entitled in possession to a share of the Trust Fund he shall not be entitled to call for the transfer to himself of his share of any divisible asset if such transfer would in the opinion of the Trustees reduce disproportionately the value of the asset remaining in the hands of the Trustees or other realisation of any indivisible asset unless such transfer or sale is called for by persons of full legal capacity who together are the owners of the entirety of the beneficial interests in the asset concerned.

C6 Life assurance

The Trustees may take out or take over policies of assurance on the life of any person with full power to surrender, vary or otherwise deal with any such policies as if they were the absolute owners of these policies.

C7 Power to lend

The Trustees may lend money or assets comprised in the Trust Fund to any person beneficially interested in the Trust Fund either with or without security, on such terms (whether or not including provision for the payment of interest) and generally as the Trustees think fit.

C8 Power to borrow

C8 i The Trustees may borrow and raise money either without security or on the security of the Trust Fund, any part of it or any assets comprised in it, for any purpose (including the investment of the money so raised as part of the Trust Fund) and may mortgage, charge or pledge the Trust Fund, any part of it or any assets comprised in it, as security for any money so raised.

C8 ii The Trustees may enter into borrowing arrangements jointly with other persons, whether involving joint or several liability.

C9 Powers in relation to real property and chattels

C9 i The Trustees shall have all the powers of an absolute beneficial owner in relation to the disposition, development and improvement of any land comprised in the Trust Fund.

C9 ii The Trustees shall not be bound to maintain any building or other structure on land comprised in the Trust Fund or to preserve or repair any chattels or moveable property comprised in the Trust Fund.

C10 Power to permit occupation of property and enjoyment of chattels

The Trustees shall have power to permit any person beneficially interested in the Trust Fund or any part of it to occupy, or reside in or upon, any real or immovable property, or to have the enjoyment and use of chattels or moveable property for the time being comprised in the Trust Fund, on such terms as to payment of rent, rates, taxes and other expenses and outgoings and as to insurance, repair and decoration, and generally upon such terms as the Trustees think fit.

C11 Power of appropriation

The Trustees may appropriate any part or parts of the Trust Fund in or towards satisfaction of the interest of any beneficiary and may for such purpose place such value on any property as they think fit.

C12 Powers in relation to minors

The Trustees may pay or transfer any assets comprised in, or any income of, the Trust Fund to the parent or guardian of any person who has not yet attained full legal capacity (a "minor") who is beneficially entitled to such assets or income, and the receipt of such parent or guardian shall be a full discharge to the Trustees.

C13 Power to appoint agents

The Trustees shall have power to employ one or more of their own number or other suitably qualified person or persons to advise on the administration of the Trust, and to pay such person or persons out of the Trust Fund appropriate remuneration for his or their services without prejudicing the right of any Trustee to resign office.

C14 Power to delegate

The Trustees shall have power to delegate the investment of the Trust Fund on a wholly discretionary management basis.

C15 Trustee charging

A Trustee which is a trust corporation or corporate body authorised to undertake trust business shall be entitled to charge and be paid such remuneration (A) if it is appointed by the Settlor as may be agreed by the Settlor prior to such appointment and (B) if it is appointed otherwise than by the Settlor, in accordance with its published terms for acting as a trustee.

C16 Power of restriction and amendment

The Trustees may release or restrict the future exercise of any power conferred on them and amend or add to the administrative provisions of the Trust by deed or deeds.

D Appointment of Trustees

- D1** There shall at all times be at least two Trustees unless a corporate body is a Trustee.
- D2** The power of appointing a new trustee or trustees shall belong to the Settlor during his life or for so long as the Settlor retains full legal capacity.
- D3** The Settlor for so long as the Settlor retains full legal capacity may remove one or more of the Trustees by sending a Notice of Removal in writing to the Trustee in question at his last known address. The sending of the Notice by recorded delivery post will be deemed due service of the Removal Notice. The removed Trustee shall co-operate (without expense to him) in executing any documents or consents required in order to terminate effectively his Trusteeship and to vest the Trust Fund in the continuing Trustees. This power of removal shall be exercisable only if there are at least two persons remaining as Trustees after the removal of any Trustee, unless a corporate body remains as sole Trustee after the removal. On the Settlor's death or incapacity this power of removal shall vest in the continuing Trustees, subject to the same conditions.

E Ancillary Provisions

E1 Protection of the Trustees generally

A Trustee shall not be liable for any loss to the Trust Fund unless that loss is caused by his own fraud but in the case of a Trustee who is remunerated for his services also by his own negligence. Any liability of a Trustee shall be restricted to liability for his own actions or omissions only.

E2 Exclusion of benefit to Trustees

No power, discretion or authority may be exercised so as to benefit a person who is a Trustee unless at least one other Trustee who takes no benefit is also a party to such exercise.

E3 Extended power of maintenance

Without prejudice to any exercise of the power conferred on them by Clause C12 the Trustees may at their sole discretion and in such manner as they think fit apply any income, whenever arising, to which a beneficiary who is a minor is entitled, for his maintenance, education or benefit. Income which is not so applied shall be retained and added to the share of the capital of the Trust Fund to which the minor beneficiary is prospectively entitled.

E4 Extended power of advancement

The Trustees may at any time or times advance to any beneficiary any part or the whole of the capital of the Trust Fund to which that beneficiary may be entitled or prospectively entitled (whether defeasibly, contingently or in default).

E5 Exclusion of apportionment

Income and expenditure shall be treated as arising when payable, and not from day to day, so that no apportionment shall take place.

E6 Trustees to act by majority

Subject to the requirements of proviso (A) to Clause B2 i (when applicable) the Trustees shall act by majority.

E7 Receipt of Trustees

The receipt of the Trustees or of any person duly appointed by them for the purpose shall be a valid discharge of any person's liability to pay money to the Trust (if such person acts in good faith and has no notice of the revocation of the agent's authority where applicable), and such person shall not be concerned to see to the application of such money.

E8 Power to receive additional property

The Trustees may, at any time during the Trust Period, accept additional money, investments or other property, of whatever nature and wherever situate, paid or transferred to them by the Settlor or any other person. Such additional money, investments or property shall, subject to any contradictory direction, be held upon the trusts and with and subject to the powers and provisions of this Deed.

E9 No requirement to consult with beneficiaries

Any duty to consult with beneficiaries implied by law shall not apply to the trusts contained in this Deed.

E10 Duration of powers

Every power, authority or discretion conferred on the Trustees, or any other person, by this Deed shall (notwithstanding anything to the contrary expressed or implied in this Deed) only be exercisable during such period (whether definite or indefinite) as in the case of the particular power, authority or discretion the law may allow.

E11 Trustees' powers

Wherever it shall be necessary in connection with the affairs of this Trust for the Trustees to exercise any power, discretion or authority, such power, discretion or authority shall be exercisable at any time and from time to time or not as the Trustees in their sole and absolute discretion think fit; and whatever decision or resolution they may act upon shall be final and binding on all parties interested either directly or indirectly and the actings of the Trustees shall not be liable to be called in question upon any ground except fraud or if the Trustee is remunerated for his services also negligence.

E12 Proper law, forum and place of administration

This Trust Deed shall be irrevocable and shall be governed by and construed according to (1) the law of England and Wales if the address of the Settlor is in England, Wales, the Channel Islands or Isle of Man or (2) the law of Scotland if the address of the Settlor is in Scotland or (3) the law of Northern Ireland if the address of the Settlor is in Northern Ireland, but the Plan shall be governed and construed according to the law stated in the Plan.

E13 Stamp Duty exemption

This instrument falls within Category N in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987 as amended by the Stamp Duty (Exempt Instruments) (Amendment) Regulations 1999.

F Definitions

F1 The Settlor

Note: The Settlor is the person who is creating the Trust. As the plan owner you will be the Settlor. You should put your full name, including middle names, and address.

Settlor

Name

Address

Postcode

F2 Additional Trustees

Note: Complete the full names, including middle names, of the Additional Trustees. You must appoint at least one Additional Trustee. The Additional Trustees are normally the Settlor’s co-shareholders, co-partners or co-members.

Additional Trustee 1

Name

Address

Postcode

Date of birth

Additional Trustee 2

Name

Address

Postcode

Date of birth

Additional Trustee 3

Name

Address

 Postcode

Date of birth

Additional Trustee 4

Name

Address

 Postcode

Date of birth

F3 The Trustees

The Trustees means the Settlor and the Additional Trustees for the time being acting under this Trust Deed and any other person or corporate body who may be appointed or assumed as a Trustee or Trustees of this Trust Deed.

F4 The Plan means:

(a) the Plan means the Plan or Plans numbered below effected by the Donor with the Company.

Note: Please insert the number of the Plan or Plans that is to be subject to this trust if it is known.

If the plan number is not known at the date of this deed, by ticking the box below, the donor authorises his or her adviser to insert the Plan number in the box above once this has been provided by the Company.

OR

(b) the Plan or Plans to be issued by the Company under an application dated

Note: Please insert the date of the application if the Plan is not yet in force. The date of the application is the date the online application was submitted to us or the date the paper application form was completed.

F5 The Company

The Company means The Royal London Mutual Insurance Society Limited (and the divisions known as Bright Grey and Scottish Provident).

F6 The Trust Fund

The Trust Fund means:

- F6 i The Plan.
- F6 ii All money investments or other property paid or transferred to the Trustees and accepted by them as an addition to the Trust Fund.
- F6 iii All accumulations (if any) of income added to the Trust Fund.
- F6 iv The money, investments and property from time to time representing the above.

F7 The Trust Period

The Trust Period means the period ending on the earlier of:

- F7 i The last day of the period of (A) 80 years from the date of this Deed if the Trust is governed by and construed according to the law of Northern Ireland or (B) 125 years from the date of this Deed if the Trust is governed by and construed according to the law of England and Wales or the law of Scotland, which period, and no other, shall be the applicable perpetuity period.
- F7 ii Such date as the Trustees shall at any time specify by deed, not being a date earlier than the execution of such deed or later than a date previously specified.

F8 The Gifted Benefits

Note: These are the benefits of the Plan which you wish to give away.

The Gifted Benefits means any of the following benefits included in the Plan:

- F8 i Any benefit payable on death.
- F8 ii Any benefit payable following the Person Covered being diagnosed with a Critical Illness (as defined in the Plan) or Total Permanent Disability (as defined in the Plan).
- F8 iii Any benefit payable following the Person Covered being diagnosed with a Terminal Illness (as defined in the Plan) including where it is paid as a pre-payment of the benefit payable on death.
- F8 iv Any benefit payable following the Person Covered being diagnosed with an Additional Covered Condition (as defined in the Plan).
- F8 v Any surrender value.

The Gifted Benefits exclude any benefit which is comprised in the Retained Benefits.

F9 The Retained Benefits

Note: These are the benefits of the Plan which you wish to keep for yourself.

The Retained Benefits means the right to any payment comprised in the Trust Fund which is not comprised in the Gifted Benefits.

F10 The Discretionary Beneficiaries

Note: The people mentioned do not yet have any enforceable rights as Discretionary Beneficiaries. They are persons who MAY later be given a share of the Trust Fund, if the Trustees so decide.

The Discretionary Beneficiaries means:

- F10 i The Settlor.
- F10 ii The present partners in the Business and all persons who shall at any time in the future be partners in the Business or in any partnership carrying on as successor to the Business.
- F10 iii The present members in the Business and all persons who shall at any time in the future be members in the Business or in any limited liability partnership carrying on as successor to the Business.
- F10 iv The present owners of Ordinary Shares in the Business and all persons who shall at any time in the future be owners of Ordinary Shares in the Business or in any company carrying on as successor to the Business.

F11 The Business

Note: Insert the name of the company, partnership or limited liability partnership, and registered number if applicable.

The Business means:

or any company or limited liability partnership or partnership carrying on business in succession to it.

F12 The Person Covered

The Person means the person or persons specified as the Person Covered or Life Assured in the Plan.

F13 Words and expressions defined in the Plan

Words and expressions defined in the Plan shall, unless the context otherwise requires, have the same meanings in this Trust Deed as are specified in the Plan.

F14 Gender

Unless the context otherwise requires, the masculine gender shall include the feminine and the neuter and vice versa, and the singular shall include the plural.

F15 Clause Headings

The clause headings are included for reference purposes only and shall not affect the interpretation of this Trust Deed.

G Signatures

Note: When you have completed all the information asked for in Section F, Definitions, please sign below in the presence of an independent witness, who should sign and complete his full name, including middle names, and address where shown.

In witness whereof these presents consisting of this and the 6 preceding pages are executed by the Settlor on the date shown before the witness hereto subscribing.

Settlor signature

Settlor

Name

Signature

Date

D	D	M	M	Y	Y	Y	Y
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Note: The witness must sign after the Settlor and complete their full name and address.

Witness

Name

Address

<input type="text"/>	Postcode	<input type="text"/>
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Signature

Additional Trustee signatures

Note: Each Additional Trustee should sign here to show they have agreed to take on the role of Trustee. They should sign **after** the Settlor and witness have signed the trust form – this may be at a later date.

* If the Additional Trustee is a corporate body, please complete the name of the authorised signatory and the capacity in which they are signing – for example, Director.

The Additional Trustee(s) by their signature hereof accept office as Trustee(s) of this Trust Deed.

Additional Trustee 1

Name

Signature

Date

*authorised signatory name

*authorised signatory capacity

Additional Trustee 2

Name

Signature

Date

*authorised signatory name

*authorised signatory capacity

Additional Trustee 3

Name

Signature

Date

*authorised signatory name

*authorised signatory capacity

Additional Trustee 4

Name

Signature

Date

*authorised signatory name

*authorised signatory capacity



Royal London
1 Thistle Street, Edinburgh EH2 1DG
royallondon.com

All literature about products that carry the Royal London brand is available
in large print format on request to the Marketing Department at
Royal London, 1 Thistle Street, Edinburgh EH2 1DG.
All of our printed products are produced on stock which is from FSC® certified forests.

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