



## DEED OF APPOINTMENT OF A BENEFICIARY

### Important notes

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This deed and the 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 are dependent on individual circumstances and no assurance can be given that the use of this form is suitable for your circumstances. You should seek separate legal and taxation advice prior to signature and during the life of the trust. This form must be signed by each party stated at Part A in the presence of a witness who must sign against each signature witnessed. The witness must be independent, over 18 and not a relative of the person whose signature is being witnessed.

This form can be used with discretionary or flexible interest in possession trust forms provided by Royal London (or the divisions known as Bright Grey and Scottish Provident) to change the interests of the discretionary beneficiaries or the named beneficiaries in the following ways:

- changing the named beneficiaries' shares that are specified in the trust deed or in a later revocable deed of appointment
- giving a share to a discretionary beneficiary.

It is to be completed by the trustees, which will usually include the donor of the trust. It is important to pay careful attention to the terms of the trust and all documents relating to it when using this form. If the trust was created before 22 March 2006, changing the shares of the named beneficiaries is likely to have adverse inheritance tax consequences. Further information on this is provided in our Intermediary Guide to Trusts. We would strongly recommend that professional trust and tax advice is sought before making any change to the interest of a named beneficiary.

The form gives the trustees the option to change the interest of the beneficiaries 'revocably', which means they are able to change this again in future, or 'irrevocably', which means the change is made permanently. An irrevocable appointment to a beneficiary means that the share being appointed to them will be held on a bare trust for them by the trustees so that the trustees have no discretion to give that share to any of the other beneficiaries of the trust. For example, if the trustees appoint 50% of the benefits to a discretionary beneficiary irrevocably, that beneficiary would be absolutely entitled to those benefits. If a beneficiary who has received a share of the trust property irrevocably dies, their share would form part of their estate on death.

The completed form must be signed by each party identified in part A in the presence of a witness who must sign against each signature witnessed. The witness must be independent, over 18 (16 in Scotland) and not a relative of the person whose signature is being witnessed. If the donor is living, but not a trustee, he or she (and each of them if there are more than one) must also sign in the same way unless the terms of the trust deed does not require the consent of the donor to an exercise of the power of appointment.

Please use BLOCK CAPITALS

## A

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**Note:** Enter the date that this form is completed.

This DEED is made on  by the following parties, that is:

**Note:** Enter the full names and addresses of the parties to the Deed. You must check the terms of the Trust to find out who the parties will be. Usually the parties will be the current Trustees and the Donor.

**Name**

**Address**

**Postcode**

**Name**

**Address**

**Postcode**

**Name**

**Address**

**Postcode**

**Name**

**Address**

**Postcode**

(the “Trustees”) being the current Trustee(s) of the Trust created by

**Note:** Complete the name of the person who created the Trust (as shown on the Trust Form).

(the “Donor”)

by Declaration of Trust dated on

(the “Trust Deed”).

**Note:** Enter the date of the Trust. This may be shown at the beginning of the original Trust Deed or at the end next to the Donor’s signature.

## B

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The Donor (and each of them if more than one) is a party hereto in order to signify consent to the provisions of this Deed.

**Note:** Delete if the Donor is dead, or is already a party as a Trustee, or if the terms of the Trust do not require the Donor’s consent to an exercise of the power of appointment.

## C

In exercise of the power of revocation under the Trust Deed and every other power vested in all or any of them, such of the Trustees so empowered hereby revoke the revocable appointment contained in the Deed of Appointment of the Trust Funds dated

D	D	M	M	Y	Y	Y	Y
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**Note:** Complete the date of any earlier 'revocable' Deed of Appointment of a Beneficiary.

Please tick the box if an earlier revocable appointment is to be revoked.

## D

In exercise of the power of appointment of the Trust Fund contained in the Trust Deed and every other power vested in all or any of them, such of the Trustees so empowered hereby:

**Note:** Please tick whichever box is applicable. 'Revocably' means that the share being appointed now can be changed in the future.

'Irrevocably' means that the share will be appointed permanently and cannot be changed in the future.

revocably (in terms of the Trust Deed)

irrevocably

in respect of the whole Trust Fund hereby appoint the following persons to benefit from it in the shares as noted below:

**Note:** Add the name and address of each beneficiary who is to be given a share. Enter the share they are to be given, shown as a percentage.

The percentages shown here relate to the whole Trust Fund. This means that if a share of the Trust Fund has been appointed revocably and it is not being revoked by this Deed, or if a share has been appointed irrevocably, it must be excluded from the percentages shown below so that the total of the percentages specified in Section D will be less than 100%.

For example, if 50% of the Trust Fund is subject to an irrevocable appointment, only the remaining 50% of the Trust Fund can be appointed using this Deed. The percentages shown below would total 50% or less. However, if there were no previous appointments, the shares specified below could total 100%.

The total percentage of appointed and unappointed shares (whether specified in this Deed or others) must not exceed 100%. However, it is possible to appoint less than 100% of the Trust Fund. If part of the Trust Fund remains unappointed following the completion of this Deed, it may be appointed at a later date. Examples of how to complete this section in various circumstances start on page 6.

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<b>Appropriate Share</b>	<input type="text"/> %	<b>Appropriate Share</b>	<input type="text"/> %

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<b>Appropriate Share</b>	<input type="text"/> %	<b>Appropriate Share</b>	<input type="text"/> %

## E

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- E i The provisions of the Trust Deed and the Trustees' powers in law shall continue to be effective so far as consistent with the appointment (if any) made under Section D.
- E ii Where the Donor is one of the Trustees, he/she is party to this Deed also as Donor under the Trust Deed if in terms of that instrument the powers referred to in Sections C and D are reserved to the Donor alone or jointly with the Trustees.
- E iii Nothing in this Deed shall prejudice or impair in any way any lien to which the Trustees are entitled in respect of any claim for costs, charges or expenses or in order to protect themselves against any tax liabilities.
- E iv This Deed shall be governed by the law of the country governing the Trust Deed.

## F Signatures

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**Note:** Each party to the Deed must add their name and sign here in the presence of an independent witness.

The witness must also sign and add their full name and address.

The same person may witness all signatures.

In witness whereof this instrument is executed as a deed on the day and year first mentioned above.

Signed and delivered by:

### Signature 1

Name

Signature

### Witness

Name

Address

Postcode

Signature

### Signature 2

Name

Signature

### Witness

Name

Address

Postcode

Signature

**Signature 3**

**Name**

**Signature**

**Witness**

**Name**

**Address**

**Postcode**

**Signature**

**Signature 4**

**Name**

**Signature**

**Witness**

**Name**

**Address**

**Postcode**

**Signature**

## Notes on completing Section D

As Section D of this form is more difficult to complete than the other sections, here you will find examples of how to complete it in different circumstances. This page does not form part of the Deed. It is for guidance only and the examples represent a selection of possible scenarios, but they may not apply to your own specific circumstances. If having read through the examples, you are still unsure how to complete the form, we would strongly recommend that you seek advice from a trust professional to decide whether it is appropriate to complete this form.

### EXAMPLE 1

Andrew Davies wrote his Royal London Personal Menu Plan under a Royal London Split Trust – Discretionary, with his children included as Discretionary Beneficiaries. The Trustees made an ‘absolute’ or ‘irrevocable’ appointment of 20% of the Trust Fund to John, the Donor’s son when he reached age 18 several years ago. The Donor also has two younger children, Sue and Karen, who have also now reached age 18. The Trustees wish to appoint the rest of the Trust Fund to Sue and Karen, equally between them. To date, a claim has not become payable under the plan. However, if, after this Deed has been completed, Andrew dies and the Death Benefit is paid into the Trust, the Trustees must hold it on Bare Trust for the children. This means that they can demand that the Trustees pay their shares to them.

Section D would be completed as follows:

**D**

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In exercise of the power of appointment of the Trust Fund contained in the Trust Deed and every other power vested in all or any of them, such of the Trustees so empowered hereby:

**Note:** Please tick whichever box is applicable. ‘Revocably’ means that the share being appointed now can be changed in the future.

‘Irrevocably’ means that the share will be appointed permanently and cannot be changed in the future.

revocably (in terms of the Trust Deed)

irrevocably

in respect of the whole Trust Fund hereby appoint the following persons to benefit from it in the shares as noted below:

**Note:** Add the name and address of each beneficiary who is to be given a share. Enter the share they are to be given, shown as a percentage.

The percentages shown here relate to the whole Trust Fund. This means that if a share of the Trust Fund has been appointed revocably and it is not being revoked by this Deed, or if a share has been appointed irrevocably, it must be excluded from the percentages shown below so that the total of the percentages specified in Section D will be less than 100%.

For example, if 50% of the Trust Fund is subject to an irrevocable appointment, only the remaining 50% of the Trust Fund can be appointed using this Deed. The percentages shown below would total 50% or less. However, if there were no previous appointments, the shares specified below could total 100%.

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<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 150px;"><b>Name</b></td><td><input style="width: 240px;" type="text" value="Sue Davies"/></td></tr> <tr><td><b>Address</b></td><td><input style="width: 240px;" type="text" value="12 Any Street"/></td></tr> <tr><td></td><td><input style="width: 240px;" type="text" value="Anytown"/></td></tr> <tr><td></td><td><input style="width: 240px;" type="text" value="Anywhere"/></td></tr> <tr><td><b>Postcode</b></td><td><input style="width: 240px;" type="text" value="AB1 2DB"/></td></tr> <tr><td><b>Appropriate Share</b></td><td><input style="width: 240px;" type="text" value="40"/> %</td></tr> </table>	<b>Name</b>	<input style="width: 240px;" type="text" value="Sue Davies"/>	<b>Address</b>	<input style="width: 240px;" type="text" value="12 Any Street"/>		<input style="width: 240px;" type="text" value="Anytown"/>		<input style="width: 240px;" type="text" value="Anywhere"/>	<b>Postcode</b>	<input style="width: 240px;" type="text" value="AB1 2DB"/>	<b>Appropriate Share</b>	<input style="width: 240px;" type="text" value="40"/> %	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 150px;"><b>Name</b></td><td><input style="width: 240px;" type="text" value="Karen Davies"/></td></tr> <tr><td><b>Address</b></td><td><input style="width: 240px;" type="text" value="12 Any Street"/></td></tr> <tr><td></td><td><input style="width: 240px;" type="text" value="Anytown"/></td></tr> <tr><td></td><td><input style="width: 240px;" type="text" value="Anywhere"/></td></tr> <tr><td><b>Postcode</b></td><td><input style="width: 240px;" type="text" value="AB1 2DB"/></td></tr> <tr><td><b>Appropriate Share</b></td><td><input style="width: 240px;" type="text" value="40"/> %</td></tr> </table>	<b>Name</b>	<input style="width: 240px;" type="text" value="Karen Davies"/>	<b>Address</b>	<input style="width: 240px;" type="text" value="12 Any Street"/>		<input style="width: 240px;" type="text" value="Anytown"/>		<input style="width: 240px;" type="text" value="Anywhere"/>	<b>Postcode</b>	<input style="width: 240px;" type="text" value="AB1 2DB"/>	<b>Appropriate Share</b>	<input style="width: 240px;" type="text" value="40"/> %
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**EXAMPLE 2**

Fiona Jones wrote her Scottish Provident Pegasus plan under a Scottish Provident Gift Trust – Discretionary. Her husband Brian and children, Alice and Ewan, are included as Discretionary Beneficiaries. The Trustees have decided to allocate 50% of the Trust Fund to Brian and 25% to each of the children. However, a claim has not become payable under the plan and it is possible that circumstances may change in the future. To retain flexibility, the Trustees decide to allocate the shares ‘revocably’, which means they can be changed at a future date by completing a further Deed of Appointment of a Beneficiary.

Section D would be completed as follows:

**D**

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In exercise of the power of appointment of the Trust Fund contained in the Trust Deed and every other power vested in all or any of them, such of the Trustees so empowered hereby:

**Note:** Please tick whichever box is applicable. ‘Revocably’ means that the share being appointed now can be changed in the future.

‘Irrevocably’ means that the share will be appointed permanently and cannot be changed in the future.

revocably (in terms of the Trust Deed)

irrevocably

in respect of the whole Trust Fund hereby appoint the following persons to benefit from it in the shares as noted below:

**Note:** Add the name and address of each beneficiary who is to be given a share. Enter the share they are to be given, shown as a percentage.

The percentages shown here relate to the whole Trust Fund. This means that if a share of the Trust Fund has been appointed revocably and it is not being revoked by this Deed, or if a share has been appointed irrevocably, it must be excluded from the percentages shown below so that the total of the percentages specified in Section D will be less than 100%.

For example, if 50% of the Trust Fund is subject to an irrevocable appointment, only the remaining 50% of the Trust Fund can be appointed using this Deed. The percentages shown below would total 50% or less. However, if there were no previous appointments, the shares specified below could total 100%.

The total percentage of appointed and unappointed shares (whether specified in this Deed or others) must not exceed 100%. However, it is possible to appoint less than 100% of the Trust Fund. If part of the Trust Fund remains unappointed following the completion of this Deed, it may be appointed at a later date. Examples of how to complete this section in various circumstances start on page 6.

<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;"><b>Name</b></td><td style="border: 1px solid black; padding: 2px;"><i>Brian Jones</i></td></tr> <tr><td><b>Address</b></td><td style="border: 1px solid black; padding: 2px;"><i>1 Any Street</i></td></tr> <tr><td></td><td style="border: 1px solid black; padding: 2px;"><i>Anytown</i></td></tr> <tr><td></td><td style="border: 1px solid black; padding: 2px;"><i>Anywhere</i></td></tr> <tr><td><b>Postcode</b></td><td style="border: 1px solid black; padding: 2px;"><i>AB1 2DB</i></td></tr> <tr><td><b>Appropriate Share</b></td><td style="border: 1px solid black; padding: 2px;"><i>50</i> %</td></tr> </table>	<b>Name</b>	<i>Brian Jones</i>	<b>Address</b>	<i>1 Any Street</i>		<i>Anytown</i>		<i>Anywhere</i>	<b>Postcode</b>	<i>AB1 2DB</i>	<b>Appropriate Share</b>	<i>50</i> %	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;"><b>Name</b></td><td style="border: 1px solid black; padding: 2px;"><i>Alice Jones</i></td></tr> <tr><td><b>Address</b></td><td style="border: 1px solid black; padding: 2px;"><i>1 Any Street</i></td></tr> <tr><td></td><td style="border: 1px solid black; padding: 2px;"><i>Anytown</i></td></tr> <tr><td></td><td style="border: 1px solid black; padding: 2px;"><i>Anywhere</i></td></tr> <tr><td><b>Postcode</b></td><td style="border: 1px solid black; padding: 2px;"><i>AB1 2DB</i></td></tr> <tr><td><b>Appropriate Share</b></td><td style="border: 1px solid black; padding: 2px;"><i>25</i> %</td></tr> </table>	<b>Name</b>	<i>Alice Jones</i>	<b>Address</b>	<i>1 Any Street</i>		<i>Anytown</i>		<i>Anywhere</i>	<b>Postcode</b>	<i>AB1 2DB</i>	<b>Appropriate Share</b>	<i>25</i> %
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**EXAMPLE 3**

James Green wrote his Scottish Provident Self Assurance plan under a Scottish Provident Flexible Gift Trust in 2004. His partner Sarah Bruce is named as a beneficiary with a 100% share of the Trust Fund. Sarah and James now have a daughter, Lucy, and the Trustees wish to appoint a 50% share of the Trust Fund to her. The share will be appointed to her 'revocably' so that the shares can be changed again in the future. The Trustees take specialist trust and tax advice before completing the form and understand that by making this change, the Trust will now be subject to the relevant property regime for inheritance tax, with the possibility of 10 year charges and exit charges. Further details of the inheritance tax treatment of Discretionary Trusts can be found in our Intermediary Guide to Trusts.

Section D would be completed as follows:

**D**

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**Note:** Please tick whichever box is applicable. 'Revocably' means that the share being appointed now can be changed in the future.

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revocably (in terms of the Trust Deed)

irrevocably

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For example, if 50% of the Trust Fund is subject to an irrevocable appointment, only the remaining 50% of the Trust Fund can be appointed using this Deed. The percentages shown below would total 50% or less. However, if there were no previous appointments, the shares specified below could total 100%.

The total percentage of appointed and unappointed shares (whether specified in this Deed or others) must not exceed 100%. However, it is possible to appoint less than 100% of the Trust Fund. If part of the Trust Fund remains unappointed following the completion of this Deed, it may be appointed at a later date. Examples of how to complete this section in various circumstances start on page 6.

<p><b>Name</b> <input style="width: 90%;" type="text" value="Lucy Bruce-Green"/></p> <p><b>Address</b> <input style="width: 90%;" type="text" value="8 Any Street"/></p> <p><input style="width: 90%;" type="text" value="Anytown"/></p> <p><input style="width: 90%;" type="text" value="Anywhere"/></p> <p><b>Postcode</b> <input style="width: 90%;" type="text" value="AB1 2DB"/></p> <p><b>Appropriate Share</b> <input style="width: 90%;" type="text" value="40"/> %</p>	<p><b>Name</b> <input style="width: 90%;" type="text"/></p> <p><b>Address</b> <input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><b>Postcode</b> <input style="width: 90%;" type="text"/></p> <p><b>Appropriate Share</b> <input style="width: 90%;" type="text"/> %</p>
<p><b>Name</b> <input style="width: 90%;" type="text"/></p> <p><b>Address</b> <input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><b>Postcode</b> <input style="width: 90%;" type="text"/></p> <p><b>Appropriate Share</b> <input style="width: 90%;" type="text"/> %</p>	<p><b>Name</b> <input style="width: 90%;" type="text"/></p> <p><b>Address</b> <input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><b>Postcode</b> <input style="width: 90%;" type="text"/></p> <p><b>Appropriate Share</b> <input style="width: 90%;" type="text"/> %</p>





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