



## SPLIT TRUST – DISCRETIONARY

### Important notes

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

This version of the split trust is designed to allow payment of the plan proceeds to the trustees without grant of probate/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). It may be used with Scottish Provident Self Assurance and Pegasus Plans, provided the Pegasus plan does not have critical illness cover which includes the buy back option.

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 donor 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 particularly if any changes are to be made to the interests of beneficiaries.

#### Part – reserved to donor

#### Part – discretionary trust for discretionary beneficiaries, excluding donor as beneficiary

The additional purpose of this trust is to ensure that any benefit paid on death or diagnosis of terminal illness, or critical illness or total permanent disability where the donor fails to survive diagnosis by 30 days, is outside the estate of the donor for inheritance tax purposes (the “gifted benefits”). In this case the gifted benefits are held upon trust for other persons as beneficiaries selected by the donor. If the donor survives a diagnosis of critical illness or total permanent disability by 30 days, the critical illness benefit or total permanent disability benefit will be held by the trustees for the donor absolutely.

Any surrender value is also a gifted benefit, to be held for the discretionary beneficiaries.

At the same time the trust ensures that the retained benefits are held for the absolute benefit of the donor. The retained benefits means the right to any payment comprised in the Trust Fund which is not comprised in the gifted benefits.

The trust is a discretionary trust, which means that on the donor's death or diagnosis of terminal illness, or critical illness or total permanent disability where the donor fails to survive diagnosis by 30 days, the gifted benefits will be held for the benefit of the discretionary beneficiaries. The trustees have flexibility to determine who among the discretionary beneficiaries is to receive the gifted benefits and in what shares and proportions. The donor can add to the list of discretionary beneficiaries specified in the trust at any time. The donor can also complete a letter of wishes to guide the trustees as to which of the discretionary beneficiaries he would like to receive benefits.

The payment of premiums by the donor will normally be exempt for inheritance tax purposes by reason of the annual exemption or the normal expenditure out of income exemption. A transfer of an existing plan into trust will be a transfer of value for inheritance tax purposes but the amount of the value transferred will normally be negligible if the person covered is in good health at the date of the creation of the trust.

Any increase in the value of the trust fund (excluding the value of the retained benefits) will potentially be outside the donor's estate for inheritance tax purposes. For this reason, therefore, the donor must not be named as a beneficiary. If he is, then this will prejudice the tax effectiveness of the trust.

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

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### The donor – creating the trust

The date of the trust form is the date it is completed by the donor. The date must be inserted under the donor's signature on page 11. The trust form can be completed for a plan that is already in existence or in anticipation of a plan being put in place where an application form has been completed or where an application form is yet to be completed. Under this trust, the plan is assigned to the trustees and the legal owner of the plan will be the trustees.

#### 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 donor (to be entered here) is automatically a trustee.

**F3** The trustees are the persons who will be entitled to the trust fund (as defined at F8 – see below), holding it upon trust for the donor (in respect of the retained benefits) and, if the donor dies or is diagnosed with an accepted terminal illness, or fails to survive diagnosis of critical illness or total permanent disability by 30 days, the person(s) specified in the trust in respect of the gifted benefits.

**F2** The trust requires there to be at least two trustees: see D1. There must be at least one additional trustee added at F2 for the trust to be effective, but up to four additional trustees may be nominated. The donor is automatically a trustee: see above. We recommend that at least two additional trustees be appointed at the outset since an additional trustee will be required if the death of the donor results in there being only one trustee remaining. If the donor and the single additional trustee die before the plan is paid and there are no other additional trustees, probate or confirmation will be required before payment can be made. All the trustees will normally be required to sign the discharge form issued by the insurer in respect of any payment of plan monies.

We strongly recommend that one of the trustees be independent i.e. someone who is not a beneficiary or donor of the trust. Trustees must be aged 18 (16 in Scotland) or over.

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

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

**D3** The donor, so long as there are two trustees or a corporate body still acting after the removal, may remove a trustee from office.

#### What is included in the trust?

**F8** The plan is the trust property, which includes all of the benefits under the plan. This comprises the gifted benefits (see F11) i.e. all of the benefit paid on death or diagnosis of a terminal illness, critical illness or total permanent disability arising under the plan which is to be held on trust for the donor's beneficiaries in the event of the donor's death or accepted terminal illness claim, or critical illness claim where the donor fails to survive diagnosis by 30 days. It also includes the retained benefits (see F12), i.e. the benefits arising under the plan which are not included in the gifted benefits, which are to be held for the donor absolutely.

**F4** Details of the application for the plan or of the plan itself if it is already in force should be inserted in box (a) or (b) as appropriate. If the plan is not in force yet, the application date will be the date the paper application was completed or the date the online application was submitted. The trust form can also be completed in anticipation of an application being submitted, in which case the date of the application will be the date the paper application form is to be completed or the date the online application is to be submitted. This means the trust form will pre-date the application.

#### The discretionary beneficiaries

**F13** The trust contains a list of discretionary beneficiaries in whose favour the trustees may appoint the whole or part of the trust fund, either permanently or revocably. During the donor's lifetime, this can only happen with his consent (see clause B2(i), proviso (A)). 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. The discretionary beneficiaries include the children of the donor, his remoter issue and the current, former or surviving spouses or civil partners of any of the foregoing and the spouse or civil partner of the donor. The donor may add additional persons to the class of discretionary beneficiaries by completing the space provided at F13 v and vi. The donor may also add additional persons to the class of discretionary beneficiaries at any time by a signed document given to the trustees while he is alive.

**The donors must not be included as discretionary beneficiaries, as this will prejudice the tax effectiveness of the trust.**

## **Signing the trust**

- G.** The trust form must be signed by the donor in the presence of a witness, who must sign against the donor's signature. The date must be completed underneath the donor's 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 trustees 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 donor and witness have signed, though the additional trustees do not need to sign on the same date – they may sign at a later date. If an additional trustee is a corporate body, the authorised signatory's name and the capacity in which they are signing must be added.

**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**

**You should not send the original trust form, which should be kept with the plan documents 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**  
Do not use correction fluid on this trust form.

## A Introduction

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- A1** The Donor is the beneficial owner of the Plan and wishes to declare trusts on which the Plan is held and for that purpose appoints himself and the Additional Trustees as the initial Trustees of this Trust Deed.
- A2** The Definitions in Part F shall have the meanings set out in that Part.

## B Trust Provisions

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- B1** The Trustees shall hold the Retained Benefits upon trust for the absolute benefit of the Donor.
- B2i** The Trustees shall, subject to the provisions of Clause B3, 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 Donor 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.
- B2ii** 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** Where the Gifted Benefits include any benefit payable on the person covered being diagnosed with a Critical Illness or Total Permanent Disability, both as defined in the Plan, then in the event of the Person Covered, or if there is more than one Person Covered either of them, being diagnosed as suffering from a Critical Illness or Total Permanent Disability, and the Donor, or either of them if the Donor is two people, surviving such diagnosis by 30 days, the Trustees shall hold the benefit payable on diagnosis of a Critical Illness or Total Permanent Disability or both as the case may be for the absolute benefit of the Donor or the Donors if there are two.
- B4** Subject to the provisions of Clauses B1 and B3, the Trustees may not pay or apply the Trust Fund or any part of it to or on behalf of the Excluded Person.
- B5** 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, provided that in ascertaining such heir the Excluded Person shall be deemed to have predeceased the last beneficiary so to die.

## C Administrative Provisions

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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 a 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, other than the Excluded Person, 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 Donor as may be agreed by the Donor prior to such appointment and (B) if it is appointed otherwise than by the Donor, 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

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**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 Donor during his life or for so long as the Donor retains full legal capacity (and where two persons are the Donor this power shall be exercisable by them jointly during their joint lifetimes and then by the survivor of them during his lifetime).

**D3** The Donor (or surviving Donor) for so long as the Donor 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 Donor's (or surviving Donor's) death or incapacity this power of removal shall vest in the continuing Trustees, subject to the same conditions.

## E Ancillary Provisions

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### 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 Donor 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 Donor is in England, Wales, the Channel Islands or Isle of Man or (2) the law of Scotland if the address of the Donor is in Scotland or (3) the law of Northern Ireland if the address of the Donor 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

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### F1 The Donor

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

If 2 people are named, the term 'Donor' includes both of them.

#### Donor 1

Name

Address

Postcode

#### Donor 2

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.

### Additional Trustee 1

Name

Address

 Postcode 

Date of birth

D	D	M	M	Y	Y	Y	Y
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### Additional Trustee 2

Name

Address

 Postcode 

Date of birth

D	D	M	M	Y	Y	Y	Y
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### Additional Trustee 3

Name

Address

 Postcode 

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

### Additional Trustee 4

Name

Address

 Postcode 

Date of birth

D	D	M	M	Y	Y	Y	Y
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**F3 The Trustees**

The Trustees means the Donor 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 its 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 Person Covered**

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

**F6 The Company**

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

**F7 The Excluded Person**

The Excluded Person means the Donor.

**F8 The Trust Fund**

The Trust Fund means:

F8 i The Plan.

F8 ii All money, investments or other property paid or transferred by any person to or so as to be under the control of and, in either case, accepted by the Trustees as additions.

F8 iii All accumulations (if any) of income added to the Trust Fund.

F8 iv The money, investments and property from time to time representing the above.

**F9 The Trust Period**

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

F9 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.

F9 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.

**F10 Children, grandchildren and issue of any person**

Reference to the children, grandchildren and issue of any person shall include his children, grandchildren and remoter issue, whether legitimate, legitimated, illegitimate or adopted.

**F11 The Gifted Benefits**

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

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

F11 i Any benefit payable on death.

F11 ii Any benefit payable following the Person Covered, or if there is more than one Person Covered either of them, being diagnosed with a Critical Illness (as defined in the Plan) or Total Permanent Disability (as defined in the Plan).

F11 iii Any benefit payable following the Person Covered, or if there is more than one Person Covered either of them, 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.

F11 iv Any surrender value.

**F12 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.

**F13 The Trust Fund**

**Note:** This is the list of beneficiaries the Trustees may appoint all, or any part of, the Gifted Benefits to, using the powers in clause B2.

You can add to this list at any time by giving the Trustees the full names of any beneficiaries you think should benefit from the Trust Fund or by writing the full names of the beneficiaries at v and vi below. For example, if you have a partner that you are not legally married to or have not entered into a civil partnership with (civil partnership being a form of legal union), your Trustees may only appoint benefits to them if you name them in this section of the form or add them at a later date by writing to the Trustees.

The Discretionary Beneficiaries means:

F13 i The children and remoter issue of the Donor (whenever born) including children and remoter issue by adoption.

F13 ii Any spouse or civil partner or former spouse or civil partner of anyone within (i) above.

F13 iii Any person at any time the spouse or civil partner of the Donor or the widow or widower or surviving civil partner of the Donor.

F13 iv Any person nominated in writing to the Trustees by the Donor provided that the Donor may not be the subject of any such nomination.

F13 v

F13 vi

PROVIDED THAT the Excluded Person (whether or not comprised in any of the categories (i) to (vi) above) shall not be a Discretionary Beneficiary.

**F14 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.

**F15 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.

**F16 Clause headings**

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

# G Signatures

**Note:** When you have completed all the information asked for in Section F, Definitions, please sign and date 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 7 preceding pages are executed by the Donor on the date shown before the witness here to subscribing:

## Donor signatures

### Donor 1

Name

Signature

Date

### Witness

Name

Address

Postcode

Signature

### Donor 2

Name

Signature

Date

### Witness

Name

Address

Postcode

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 Donor 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**

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