



DEED OF APPOINTMENT (ABSOLUTE)

Introduction

For use with the following trust forms provided by Royal London (or the divisions known as Bright Grey and Scottish Provident):

Royal London Gift Trust
Royal London Gift Trust (Joint Life, first event)
Scottish Provident Flexible Gift Trust
Scottish Provident Gift Trust
Scottish Provident Gift Trust (Joint Life, first event).

You can use this deed to appoint that the plan proceeds in the trust are no longer to be held for the named beneficiary. Instead, they are to be held for specific beneficiaries within the wider group of discretionary beneficiaries, as determined by the trustees after a claim has been paid. The plan proceeds can then be distributed to the chosen discretionary beneficiaries.

Notes on completion

This deed is provided strictly as a draft for the consideration of your legal advisers. Royal London cannot accept any responsibility for loss of any nature caused by the use, unchanged or otherwise, of this deed. Any guidance given on completion of the deed is given on the basis that having discussed the deed with your legal advisers it is used unchanged.

If you make any changes, you should sign and date these before the deed is completed. Please do not use correction fluid if changes are to be made. No changes can be made once the deed has been completed. Please complete the deed in block capitals.

All notes are for guidance only and do not form part of the deed.

Deed of Appointment

Note: Enter the date that this form is completed.

This Deed of Appointment is made on

Date

A Definitions

A1 The “**Settlor(s)**” means:

Note: The Settlor is the person who created the trust. They may be referred to as the Donor in the trust, but they will be designated “Settlor” in this form.

Settlor 1

Name

Address

Postcode

Settlor 2

Name

Address

Postcode

A2 The “**Appointers**” means the Settlor(s) if they are Trustee(s) of the Settlement and the Trustee(s) named below:

Note: Enter here the names of the present Trustee(s). The present Trustee(s) will be the original Trustee(s) of the trust (provided they have not been removed) and any additional Trustee(s) added since the trust form was completed. You should not include the Settlor(s) as Trustee(s) as you will have entered their details above.

Trustee 1

Name

Address

Postcode

Trustee 2

Name

Address

Postcode

Trustee 3

Name

Address

Postcode

Trustee 4

Name

Address

 Postcode

A3 The “**Plan**” means the plan numbered below effected by the Settlor(s) with the Company:

Note: Insert the plan number.

Plan Number

A4 The “**Schedule of Appointment**” means the schedule below:

Note: Complete the name and address of each beneficiary who is to receive funds, together with the amount they are to receive. The beneficiaries listed here must be included in the class of discretionary beneficiaries of the trust.

Beneficiary 1

Name

Address

 Postcode

Amount

Beneficiary 2

Name

Address

 Postcode

Amount

Beneficiary 3

Name

Address

 Postcode

Amount

Beneficiary 4

Name

Address

 Postcode

Amount

Beneficiary 5

Name

Address

 Postcode

Amount

Beneficiary 6

Name

Address

 Postcode

Amount

- A5** The “**Appointed Beneficiaries**” means the beneficiaries specified in the Schedule of Appointment.
- A6** The “**Appointed Part**” means such part of the Trust Fund (as defined in the Settlement) as is subject to the Appointers’ power of appointment and specified in the Schedule of Appointment as payable to the Appointed Beneficiaries.
- A7** The “**Company**” means The Royal London Mutual Insurance Society Limited (and the divisions known as Bright Grey and Scottish Provident).
- A8** The “**Retained Part**” means such part of the Trust Fund not comprised in the Appointed Part.
- A9** The “**Settlement**” means the settlement dated by the Settlor(s), together with any supplementary documents specified below.

Note: Enter the date of the trust form and list any supplementary trust documents.

Supplementary Documents

B Recitals

- B1** This Deed is supplemental to the Settlement.
- B2** The Appointers are the present Trustees of the Settlement.
- B3** The Trustees hold the Trust Fund in accordance with the Trusts declared in the Settlement.
- B4** The Appointers in exercise of the powers conferred upon them in the Settlement wish to appoint the Appointed Part.

C Appointment

The Appointers, in exercise of the power of appointment conferred by the Settlement, hereby irrevocably appoint and declare that the Appointed Part shall from the date of this Deed cease to be held upon trust for the Named Beneficiary (as defined in the Settlement) and be held upon trust absolutely for the Appointed Beneficiaries in the amounts specified in the Schedule of Appointment and revocably appoint and declare that the Retained Part shall be held subject to the trusts declared in the Settlement.

D Signatures

Signed as a Deed by the parties hereto in the presence of the witnesses undersigned on the day and year first above written.

Note: Please ensure that all signatures are witnessed by an independent person. The same person may witness all signatures.

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

Settlor 1

Name

Signature

Witness

Name

Address

Postcode

Signature

Settlor 2

Name

Signature

Witness

Name

Address

Postcode

Signature

Trustee 1

Name

***authorised signatory name**

***authorised signatory capacity**

Signature

Witness

Name

Address

Postcode

Signature

Trustee 2

Name

***authorised signatory name**

***authorised signatory capacity**

Signature

Witness

Name

Address

Postcode

Signature

Trustee 3

Name

***authorised signatory name**

***authorised signatory capacity**

Signature

Witness

Name

Address

Postcode

Signature

Trustee 4

Name

*authorised signatory name

*authorised signatory capacity

Signature

Witness

Name

Address

Postcode

Signature



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