



Declaration of Trust
Scotland
Single Settlor Absolute
TD12S (5.07)

Part A - Date of Trust

If you are applying for a new policy and wish it to be issued in trust please tick this box
and leave the date below blank. The trust will become effective on the same date as the policy is issued.
If you already have a Standard Life policy and wish to place it in trust, please tick this box
and insert below the date of the trust.

This Declaration of Trust is made the day of in the year (the "Trust")
by

Part B - Person Assured Details

Please insert your full name and address. Do not include more than one person.

Name: _____ Address: _____
(the "Settlor")

Part C - I appoint my Additional Trustee(s) to be

Please insert the full names and addresses of your Additional Trustee(s). Any Additional Trustee(s) should be aged 16 years or over.

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____
(the "Additional Trustee(s)")

Part D - I appoint the following to be the Beneficiary/ies

Please insert the full names of the Beneficiary/ies. If more than one, insert their share of the Trust Fund. Please ensure that all percentages add up to 100% or any fractions add up to 1. Unless you indicate otherwise the Beneficiary/ies will benefit equally. Do NOT include the Settlor.

(the "Beneficiary/ies")

Part E - The Policy

Please insert date of proposal/policy, type of policy, the amount of the sum assured and the Policy Number (if known). Include any letters (e.g. X12345678A-V - see Common Questions attached).

Date of Proposal/Policy _____ (if known) Type of Policy _____
Sum Assured £ _____ Policy Number _____ (if known)
(the "Policy")

Important - Please ensure that you have read the attached guidance notes, you have completed Parts A, B, C, D, & E and that you and all the Additional Trustee(s) have signed on page 4.

1. Definitions

- “Trust” means the trust established by this deed
- “Trustees” means the Settlor referred to in part B and the Additional Trustees referred to in part C and any other trustees for the time being of this Trust
- “Trust Fund” means the Policy referred to in Part E, any sum of money payable under the Policy’s terms and conditions and the entire benefit of the Policy together with all property at any time held by the Trustees subject to the trusts herein declared whether by way of further settlement, accumulation of income, capital appreciation or otherwise and all monies investments and other property for the time being representing the same or any parts thereof

- 1.1 The clause headings are inserted for convenience only and shall not affect the interpretation or construction of this Trust.
- 1.2 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, unincorporated body or partnership.
- 1.3 References to any statute or statutory provision shall include (i) any subordinate legislation made under it and (ii) any provision which it has modified or re-enacted (whether with or without modification).

2. The Trust

- 2.1 (a) Where the Policy has been proposed but not yet issued the Settlor declares that the Policy is to be written in trust to hold on the trusts and subject to the powers and provisions set out in this Trust. The Settlor declares that the date of the Trust is the date the policy comes into existence.
- (b) Where the Policy has been issued the Settlor declares that the Trustees are to hold the Policy on the trusts set out in this Trust. The Policy together with the full benefit thereof and all monies assured thereby is hereby assigned to the Trustees to hold the same on the trusts and subject to the powers and provisions set out in this Trust.
- 2.2 The Trustees shall hold the Trust Fund irrevocably for the trust purposes and subject to the powers and conditions specified in this deed. The Additional Trustees by their signature accept appointment as trustees of the Trust Fund together with the Settlor.

3. The Beneficiaries

The Trustees shall hold the Trust Fund for the benefit of the Beneficiary/ies in the shares or proportions specified in Part E absolutely.

4. The Administrative Provisions

- 4.1 (a) The Trustees may apply any money to be invested in the purchase or acquisition (either alone or jointly with other persons) of such property, of whatever nature and wherever situated and whether of a wasting nature, involving liabilities or producing income or not, or in making such loans with or without security, as they think fit so that they shall have the same powers to apply money to be invested as if they were an absolute beneficial owner.
- (b) The Trustees may exchange property for other property on such terms as they think fit.
- (c) The Trustees shall not be required to diversify the investment of the Trust Fund.

4.2 The Trustees may lend all or any part of the Trust Fund to any Beneficiary on such terms (whether or not including provision for the payment of interest) as the Trustees think fit.

- 4.3 The Trustees may borrow on the security of all or any part of the Trust Fund or otherwise for any purpose.
- 4.4 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 under the age of 16 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.
- 4.5 The Trustees may be deed (and so as to bind successive trustees of this Trust) release or restrict the future exercise of all or any of the powers conferred on them by this Trust.
- 4.6 The Trustees may be deed amend or add to the administrative provisions of this Trust.
- 4.7 The Trustees may apply all or part of the Trust Fund in purchasing or maintaining any policy of assurance on the life of any person and shall have all the powers of an absolute beneficial owner in relation to any such policy.
- 4.8 The Trustees may appropriate all or any part of the Trust Fund as they think fit 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.
- 4.9 No Trustee shall be liable for any loss to the Trust Fund which is due to:
- (a) any improper investment, mistake or omission made in good faith;
 - (b) the negligence or fraud of any agent employed by him or by any other trustee even if the employment of any agent was not strictly necessary or expedient; or
 - (c) by reason of any other matter or thing

Except as a result of the wilful or individual fraud or wrongdoing on the part of the trustee who is sought to be made liable.

- 4.10 Any Trustee (other than the Settlor or his or her spouse) who is a solicitor or other person engaged in profession or business, may charge for all usual reasonable professional charges in relation to work carried out in connection with this Trust including acts which a trustee not engaged in any profession or business could have done.
- 4.11 No Trustee shall by reason of the fact that he is or may become a Beneficiary hereunder be precluded from joining in the exercise of any of the powers contained in the trust notwithstanding that he will or may benefit from such exercise.
- 4.12 The receipt of the Trustees of any money payable under or deriving from any dealing with any policy of life assurance shall be a full and sufficient discharge to Standard Life Assurance Limited or its successor or to any other company issuing the policy who shall not be concerned to see the application to such monies.

5. Exclusion of Settlor

- 5.1 No part of the capital or income of the Trust Fund shall be paid or lent or applied to or for the benefit of the Settlor in any circumstances whatsoever.
- 5.2 The Settlor shall not acquire a lien or charge over the Trust Fund whether by paying a premium or otherwise.

6. The Settlor's Powers

- 6.1 The Settlor may at any time assign further monies, investments or other property to the Trustees by way of addition to the Trust Fund.
- 6.2 The power of appointing additional trustees shall vest in the Settlor during his lifetime and in the Trustees after the Settlor's death.

6.3 A Trustee may resign at any time by deed intimated to the other Trustees provided that no resignation shall take effect unless and until there are least two continuing Trustees.

7. Governing Law

7.1 This Trust shall be irrevocably governed by and construed according to the Law of Scotland.

IN WITNESS WHEREOF these presents partly typewritten and partly handwritten on this and the three preceding pages are subscribed by us as follows:-

AT:

Insert Place of Signing (e.g. Edinburgh)

ON:

Insert Date of Signing (e.g. 21 September 2001)

Signature of Settlor

In the presence of:

Signature of Witness

Print full name and address of Witness below

AT:

Insert Place of Signing (e.g. Edinburgh)

ON:

Insert Date of Signing (e.g. 21 September 2001)

Signature of First Additional Trustee

In the presence of:

Signature of Witness

Print full name and address of Witness below

AT:

Insert Place of Signing (e.g. Edinburgh)

ON:

Insert Date of Signing (e.g. 21 September 2001)

Signature of Second Additional Trustee

In the presence of:

Signature of Witness

Print full name and address of Witness below

AT:

Insert Place of Signing (e.g. Edinburgh)

ON:

Insert Date of Signing (e.g. 21 September 2001)

Signature of Third Additional Trustee

In the presence of:

Signature of Witness

Print full name and address of Witness below

Please ensure that all of the above details have been correctly completed. Witnesses should be independent not someone already named in the Trust nor their spouse or Civil Partner.

Standard Life Assurance Limited has drafted this Trust for use with their life policies only and with due care and attention and to reflect the law at the time of writing. They cannot accept any responsibility for loss, damage or other claim which may arise from the use of this Trust, perform the function of a legal or tax adviser or guarantee that this Trust will meet all of your specific requirements.

You are strongly recommended to consult your own legal, tax or financial adviser before signing this Deed.

STANDARD LIFE ASSURANCE LIMITED
Money Laundering Form to Verify Trustees

To comply with Money Laundering Regulations, we may verify identity, by carrying out an on-line check with a reference agency. Where an on-line check is carried out, the agency will verify your identity against public records and will also check whether you have a credit history (but it will not disclose any information about actual borrowings). The agency will add a note to show that an identity check was made to your credit file, but this information will not be available to any third parties. We regret that we cannot offer an alternative unless the on-line check does not confirm your identity, in which case we will carry out a manual check.

I/We confirm I/We have read and understood the above note.

Declaration and consent by the Trustees.

Name 1 st Additional Trustee	Date of Birth	Post Code
Signature		
Mr/Mrs/Miss/Ms:		

Name 2 nd Additional Trustee	Date of Birth	Post Code
Signature		
Mr/Mrs/Miss/Ms		

Name 3 rd Additional Trustee	Date of Birth	Post Code
Signature		
Mr/Mrs/Miss/Ms		

Name 4 th Additional Trustee	Date of Birth	Post Code
Signature		
Mr/Mrs/Miss/Ms		

Policy Number/s - OR - Date of Application

Print name of Life/Lives Assured

Standard Life cannot allow the Trustees to deal with the policy under any circumstance until these Regulations are complied with.

Before you proceed with placing your policy under Trust, we strongly suggest that you seek independent legal/financial advice as there may be legal and tax implications in doing so.

COMPLETION OF OUR DRAFT ABSOLUTE TRUST (TD12 and TD13)

Please complete the trust in ink. Use block capitals (except for signatures) and always give full names (i.e. include middle names). Please do not use correction fluid. Any alteration should be made before the trust is signed and everyone who is signing the trust must initial each alteration.

Part A – Date of Trust

The date must be on or after the Policy start date. If the Policy has not yet been issued please leave blank. If the Policy has already been issued then please insert the date when the last person signs the trust.

Part B – Person(s) Assured Details

Please complete this section with the name(s) and address(es) of the person(s) who owns the policy.

Part C – Details of the Additional Trustees

Please complete this section with the full names and addresses of any additional trustees. In order for the Trust to be effective at least one additional trustee should be appointed.

Part D – Details of the Beneficiary/ies

Please insert the full names of your nominated beneficiary/ies (person(s) assured cannot benefit). If there is more than one beneficiary please insert the share each one is to receive.

Part E – Details of the Policy

Date of the Proposal/Policy – Please insert the date of your application if the policy has not yet been issued. For an existing policy please insert the date of the policy. If you are unsure please leave blank.

Type of policy – The type of plan you are applying for.

Sum Assured – Please insert the sum assured, investment or premium amount.

Policy Number – If you are proposing for a new policy please leave this blank. If this trust is being attached to an existing policy please insert the policy number and include any segments i.e. A-V.

Pages 2, 3 and 4/5 are the terms of the trust and must not be removed. The final page(s) is to be signed by the Settlor(s) and all the Trustees before independent witnesses.

COMMON QUESTIONS ABOUT STANDARD LIFE TRUSTS

Do the witnesses need to sign?

It is necessary for all witnesses to print and sign their name and provide their full address. Witnesses must not be a person already named in the trust and certain categories of people are unsuitable (e.g. a husband or wife or Civil Partner of someone signing or a trustee of the policy).

What is a Trust?

A trust is a way of arranging property (in this case the property being the life policy) for the benefit of other people without giving them control of it.

Advantages

Why would I/we write a Policy under absolute trust?

1. Payment – in the event of a claim (for a joint life policy a claim would arise on the death of the last survivor) there is no need to wait for Probate/Letters of Administration (England, Wales & Northern Ireland) - or Confirmation (Scotland). Payment can be made quickly to the remaining trustee(s).
2. Inheritance Tax – Please consult your financial adviser/solicitor for advice.

Disadvantages

Why would I/we not write a Policy under an absolute trust?

1. If the policy is to be used as security for a loan.
2. If there were an element of critical illness included in the contract the critical illness benefit would be received by the beneficiary of the trust, which may not be the intention of the settlor(s).
3. If you may need the benefits for yourself/yourself (during the term of the policy).

Can I/we cancel the absolute Trust?

Yes, it is our understanding that it is possible for this absolute trust to be revoked but only with the consent of the Trustees and Beneficiary/ies (who must be over 18 in England, Wales & Northern Ireland and 16 in Scotland). The policy can be assigned to the beneficiary/ies at 18 in England, Wales & Northern Ireland and 16 in Scotland. Please contact us for a draft deed, we may be able to help.

Who is the Settlor(s)?

The person(s) who owns the policy (the Person Assured(s)) and who creates the trust (normally the proposer(s) in a new business situation and the policyholder(s) in an existing business situation).

Who is the Trustee(s)?

The Trustee(s) is/are the person(s) responsible for administering the trust property. You should carefully consider whom you are appointing as they are responsible for dealing with the Trust Fund (along with you) and after you die. Our trust documents provide for the Settlor(s) to be a Trustee(s). In Scotland it is our understanding that in order to effect “delivery” an additional trustee can be appointed to establish the trust.

What if a Trustee goes missing?

You may have to go to Court to resolve matters. It is therefore important that you chose your Trustees carefully.

Can a Trustee retire/can a new Trustee be appointed?

Yes, we may be able to supply a draft deed if you have used one of Standard Life's trusts.

Who is the Beneficiary/ies?

The person(s) who you wish to benefit from the trust fund. The Settlor(s) cannot be included as there may be adverse tax consequences. The beneficiary/ies must be an individual living at the time the Trust is created. This draft trust document does not allow for - charities, Companies or pre-existing trusts to benefit. This section cannot be left blank.

Can I/we change the Beneficiary/ies?

No. You cannot change the beneficiary in our absolute trusts.

Can I/we put a "whom failing" clause? (e.g. to my sister whom failing my brother)

No, our trusts are not designed to include a "whom failing" clause as they are interest in possession trusts, but your solicitor may be able to draw a trust up to suit your purpose.

Can the Beneficiary/ies and the Additional Trustee(s) be the same person?

The Trustees must take account of the interests of all the beneficiaries when exercising their powers. And where a Trustee is also a beneficiary this can give rise to a conflict of interest.

Can the Beneficiary(ies) and the Settlor(s) be the same person?

No, not in this trust.

Can withdrawals be taken?

If this is the type of plan where it is possible to take withdrawals and you wish to place the policy under trust, then any withdrawals made by the Trustees will be for the benefit of the Beneficiaries specified in the Trust and cannot be used for the benefit of the Settlor(s). If the policy is in existence and withdrawals are being made please contact our Life Claims department on 0845 60 60 004. Withdrawals being made by the person assured should cease as the Trustee(s) will now own the policy.

Can a Policy under trust be assigned?

(1) If the policy is under an absolute trust the trustees and beneficiary/ies (must be over 18 in England, Wales & Northern Ireland and 16 in Scotland) can assign it. In practice if the policy is held subject to a trust it is unlikely any lender would accept its assignment. If the policy is already assigned by way of a security it is generally thought that it should not be put into a trust.

(2) The Trustee(s) can assign the policy to the beneficiary/ies thus bringing the trust to an end. We may be able to provide a draft deed.

Do we need identification for Trustees?

Yes, it is a requirement that we identify all trustees appointed as they control the policy with the Settlor(s). The Trustees must complete and sign the attached Money Laundering form (ID1) and return it with the trust. No dealings with the policy can be made by the Trustees until all Trustees have been identified.

What if the Trustees reside overseas?

If any of the Trustees live abroad this trust is not appropriate. If the trustees move abroad this may affect the trust and its tax liability. You should consult with your own adviser about this.

When are the beneficiaries entitled to receive their shares?

A beneficiary who is 16 or over can require the trustees to make over his/her share to her/him at any time.

THIS INFORMATION AND DRAFT DOCUMENT IS FOR USE WITH STANDARD LIFE DRAFT TRUSTS ONLY.

These draft documents are intended for the relevant UK jurisdiction and to reflect the law at the time of writing. This is not a substitute for obtaining professional advice from a qualified person or firm and it is strongly advised that you consult your solicitor and/or your financial adviser. Every effort has been made to ensure that the information is accurate (and to reflect the law at the time of writing) but neither Standard Life Assurance Limited nor its representatives, officers, employees or agents can accept any responsibility for any loss, damage, or other claim.

We value your opinion and if the above notes are unclear please can you let us know.

For further information please contact Legal Life Services, Standard Life Assurance Limited, 30 Lothian Road, Edinburgh, EH1 2DH. Local rate number 0845 60 60 841 (Monday to Friday from 9.00am to 5.00pm).