



**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 when the last person signed the trust.

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

**Part B – Persons Assured Details**

Please insert your full names and addresses. Do not include more than two persons.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
(the "Settlers")

**Part C – We appoint our Additional Trustee(s) to be**

Please insert the full names and addresses of your Additional Trustee(s). Any Additional Trustee(s) should be aged 18 years or over.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
(the "Additional Trustee(s)")

**Part D - We appoint the following to be 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 Settlers.

\_\_\_\_\_  
(the "Beneficiary/ies")

**Part E - The Policy**

Please insert date of proposal/policy, type of policy, the amount of the investment or 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

- “Trustees” means the Settlers referred to in part B and the Additional Trustee(s) referred to in part C and any other trustee(s) 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 Trustee(s) 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
- “Trust Period” means the period of 79 years from the date of this Trust. This will be the perpetuity period of the Trust.

- 1.1 The clause headings are inserted for convenience only and shall not affect the interpretation or construction of this Trust.
- 1.2 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 Settlers declare 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 Settlers declare that the date of the Trust is the date the policy comes into existence.
- (b) Where the Policy has been issued the Settlers declare 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 Trustee(s) shall hold the Trust Fund irrevocably on the trusts and subject to the powers and the conditions specified in this Trust for the benefit of the Beneficiary/ies absolutely. The Additional Trustee(s) by his/their signature(s) accept(s) his/their appointment as trustee(s) of the Trust Fund along with the Settlers.

## 3. The Trust Provisions

- 3.1 The Trust shall carry the intermediate income and Section 32 of the Trustee Act (Northern Ireland) 1958 shall not apply to the same and whilst any Beneficiary entitled to income under the Trust is under the age of 18 the Trustee(s) shall pay or otherwise apply for or towards his maintenance, education or benefit so much of the income from his presumptive share in the Trust as the Trustee(s) may in their absolute discretion think fit and the Trustee(s) shall retain the balance of any income on trust for that Beneficiary absolutely and until he shall attain the age of 18 the Trustee(s) shall invest the same and the resulting income therefrom in investments hereby or by law authorised and shall hold the same as an accretion to the said balance. Provided always that so long as the said Beneficiary has not attained the age of 18 the Trustee(s) may pay or apply as aforesaid any such balance or accretion as if it were income arising in the then current year.
- 3.2 The Trustee(s) shall have the power to pay or apply the whole or any part of the capital of the Trust Fund as they in their absolute discretion think fit towards the advancement, maintenance, education or benefit of any Beneficiary/ies.

## 4. Administrative Provisions

- 4.1 (a) The Trustee(s) 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 Trustee(s) may exchange property for other property on such terms as they think fit.
- (c) The Trustee(s) shall not be required to diversify the investment of the Trust Fund.

- 4.2 The Trustee(s) 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 Trustee(s) think fit.
- 4.3 The Trustee(s) may borrow on the security of all or any part of the Trust Fund.
- 4.4 The Trustee(s) may pay or transfer any assets comprised in, or any income of, the Trust Fund to the parent or guardian of any 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 Trustee(s).
- 4.5 The Trustee(s) may by 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 Trustee(s) may by deed amend or add to the administrative provisions of this Trust.
- 4.7 The Trustee(s) 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 Trustee(s) may appropriate all or any part of the Trust Fund as they think fit in or towards satisfaction of the interest of the Beneficiary/ies 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 Settlers or his or her spouse for the time being) who is a solicitor or other person engaged in a profession or business or Corporate Trustee, may charge 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 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 Trustee(s) 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 such policy who shall not be concerned to see the application of any such monies.

## **5. Exclusion of Settlers**

- 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 Settlers in any circumstances whatsoever.
- 5.2 Neither of the Settlers shall acquire a lien or charge over the Trust Fund whether by paying a premium or otherwise.

## **6. The Settlers' Powers**

- 6.1 The Settlers 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 jointly in the Settlers during their lifetime and on the death of either of them this power shall vest in the survivor, and in the Trustee(s) after the death of both Settlers.

## 7. Governing Law

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

IN WITNESS WHEREOF the parties have signed the day and year first above written.

<i>Signed and delivered as a deed by the first Settlor:</i>	<i>In the presence of:</i>
Name	Name of Witness
Signature	Witness' signature
	Witness' address
<i>Signed and delivered as a deed by the second Settlor:</i>	<i>In the presence of:</i>
Name	Name of Witness
Signature	Witness' signature
	Witness' address
<i>Signed and delivered as a deed by the first Additional Trustee:</i>	<i>In the presence of:</i>
Name	Name of Witness
Signature	Witness' signature
	Witness' address
<i>Signed and delivered as a deed by the second Additional Trustee:</i>	<i>In the presence of:</i>
Name	Name of Witness
Signature	Witness' signature
	Witness' address
<i>Signed and delivered as a deed by the third Additional Trustee:</i>	<i>In the presence of:</i>
Name	Name of Witness
Signature	Witness' signature
	Witness' address

*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.*

*Standard Life Assurance Limited has drafted this Deed 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 Deed, perform the function of a legal or tax adviser or guarantee that this Deed 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 <sup>st</sup> Additional Trustee	Date of Birth	Post Code
Signature		
Mr/Mrs/Miss/Ms:		

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

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

Name 4 <sup>th</sup> 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.**

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**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.**  
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**COMPLETION OF OUR DRAFT ABSOLUTE TRUST (TD13NI)**

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. You should consider appointing at least one additional trustee.

**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 have submitted a proposal 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 e.g. 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.

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**COMMON QUESTIONS ABOUT STANDARD LIFE TRUSTS**  
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**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. Payment can be made quickly to the remaining trustee(s). For this reason you should appoint at least one other trustee.
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/yourselves (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). The policy can be assigned to the beneficiary/ies at 18. 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(s) Assured) 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 and will have to consult your own legal adviser for advice. It is therefore important that you chose your Trustees carefully.

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

Yes, all trustees must consent. 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 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?**

Yes, but there may be practical difficulties with this.

**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) can assign it as security for a loan. 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.

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).