



**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 Principal Beneficiary/ies**

Please insert the full names of the Principal 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 Principal Beneficiary/ies will benefit equally. Do NOT include the Settlor.

\_\_\_\_\_  
(the "Principal 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 5.**

## 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 in terms of 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
- “Beneficiary/ies” means any person who is either a Potential Beneficiary or a Principal Beneficiary
- “Potential Beneficiary/ies” means:-
- (a) any spouse, former spouse, widow, or widower, Civil Partner or former Civil Partner of the Settlor
  - (b) any child or grandchild of the Settlor whenever born (“child” includes any adopted or step child)
  - (c) anyone descended from the father or mother of the Settlor excluding the Settlor
  - (d) anyone who is or has been married to anyone described in classes (b) or (c) above excluding the Settlor
  - (e) anyone who may benefit from the estate of the Settlor in the event of his or her death
  - (f) anyone excluding the Settlor appointed by the Settlor during his or her lifetime and intimated in writing to the Trustees
- “Principal Beneficiary/ies” means the persons specified in part D of this Trust

- 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 Trust. The Additional Trustees by their signature accept appointment as trustees of the Trust Fund together with the Settlor.

### **3. The Trust Provisions**

#### **Power of Appointment**

- 3.1 The Trustees shall have power at any time and from time to time by deed revocable (whether by the Trustees or some other person) or irrevocable to appoint that part or all of the Trust Fund and the income of it shall be held for the benefit of such one or more of the Beneficiaries in such shares and for such interests and subject to such trusts powers and provisions (including alimentary or discretionary trusts or powers exercisable at the discretion of the Trustees or any other person) and in such manner generally including powers and provisions for the maintenance, education or other benefit of the Beneficiaries or for the accumulation of income during any period permitted by law as the Trustees in their absolute discretion think fit provided always that no such appointment shall affect the entitlement of any person to any benefit previously received by them. To do this there must be at least two trustees or a Trust Corporation.

#### **Default Provisions**

- 3.2 Subject to and in default of any appointment made under clause 3.1 of this Trust the Trust Fund and the income thereof shall be held absolutely for the Principal Beneficiary and if more than one in the shares specified in part D and if no shares are specified and there is more than one Principal Beneficiary then in equal shares absolutely.
- 3.3 Whilst any Principal Beneficiary is under the age of 16 the Trustees may pay or apply the whole or any part of the income of the share of the Trust Fund in which that Principal Beneficiary has a vested interest for or towards the maintenance, education or benefit of such Principal Beneficiary as the Trustees may in their absolute discretion think fit and shall retain the balance (if any) of such income and the resulting income therefrom for the sole benefit of such Principal Beneficiary absolutely.
- 3.4 The Trustees may pay or apply the whole or any part of the Trust Fund to which a Beneficiary is then entitled to an interest in possession to him or for his advancement or otherwise for his or her benefit in such manner as the Trustees shall in their absolute discretion think fit.
- 3.5 On the entire failure of the foregoing provisions in respect of the Trust Fund the Trust Fund shall be made over absolutely to the heirs of the estate of the last of the Principal Beneficiaries to die.

### **4. 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.
- 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 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 Trustees may by 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 The Trustees shall have all the powers, privileges and immunities conferred on gratuitous trustees by the Laws of Scotland.
- 4.10 Any legal rule requiring apportionments to be made for the purpose of the Trust is excluded and shall not apply.
- 4.11 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.

- 4.12 Any Trustee (other than the Settlor or his or her spouse or Civil Partner for the time being) who is a solicitor or other person engaged in a profession or business, or any 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.
- 4.13 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 this Trust notwithstanding that he will or may benefit from such exercise.
- 4.14 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 such policy who shall not be concerned to see the application of any 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 trustees shall vest in the Settlor during his lifetime so long as he has capacity to exercise such power. On the Settlor losing capacity or dying such power shall be exercisable by the remaining Trustees.
- 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 four preceding pages are subscribed by us as follows:-

AT: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Place of Signing (e.g. Edinburgh)</i> ON: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Date of Signing (e.g. 21 September 2001)</i>  <input style="width: 95%; height: 25px;" type="text"/> Signature of Settlor	AT: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Place of Signing (e.g. Edinburgh)</i> ON: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Date of Signing (e.g. 21 September 2001)</i>  <input style="width: 95%; height: 25px;" type="text"/> Signature of First Additional Trustee
In the presence of: <input style="width: 95%; height: 25px;" type="text"/> Signature of Witness <input style="width: 95%; height: 100px;" type="text"/> Print full name and address of Witness below	In the presence of: <input style="width: 95%; height: 25px;" type="text"/> Signature of Witness <input style="width: 95%; height: 100px;" type="text"/> Print full name and address of Witness below
AT: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Place of Signing (e.g. Edinburgh)</i> ON: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Date of Signing (e.g. 21 September 2001)</i>  <input style="width: 95%; height: 25px;" type="text"/> Signature of Second Additional Trustee	AT: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Place of Signing (e.g. Edinburgh)</i> ON: <input style="width: 90%; height: 25px;" type="text"/> <i>Insert Date of Signing (e.g. 21 September 2001)</i>  <input style="width: 95%; height: 25px;" type="text"/> Signature of Third Additional Trustee
In the presence of: <input style="width: 95%; height: 25px;" type="text"/> Signature of Witness <input style="width: 95%; height: 100px;" type="text"/> Print full name and address of Witness below	In the presence of: <input style="width: 95%; height: 25px;" type="text"/> Signature of Witness <input style="width: 95%; height: 100px;" type="text"/> 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 his or her 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 <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.**

\*\*\*\*\*  
**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 FLEXIBLE TRUST (TD1S, TD2S & TD9S)**

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 of 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 Principal 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, 4 and 5 are the terms of the trust and must not be removed. The final page 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, 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 a flexible 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 and Northern Ireland) - or Confirmation (Scotland). 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 flexible 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 flexible Trust?**

It is not possible for our flexible trust to be revoked once it is in place. Please consult your own legal adviser about this.

**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?**

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

**Who is the Principal 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 Principal 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 Principal Beneficiary/ies?**

In our flexible trust, the Trustees may be able to change/add/remove principal beneficiaries provided all trustees (in England, Wales and Northern Ireland) or the majority of trustees (in Scotland) agree and sign an appropriate deed. There are tax consequences in doing this. We may be able to supply a draft deed if you have used one of Standard Life's trusts

**Can I/we put a "whom failing" clause? (e.g. to my wife whom failing my children)**

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?**

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 trust only the Trustees 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.

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).