



## Protection

# Gift 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 trust form is designed for use with plans issued by Royal London (and the divisions known as Bright Grey and Scottish Provident). The gift trust is designed to allow payment of the plan proceeds to the trustees without the need for a grant of probate/letters of administration/confirmation.

The additional purpose of this trust is to ensure that the plan and its proceeds are outside the donor's estate on death for inheritance tax purposes.

The trust is a discretionary trust, which means that the trust fund will be held for the benefit of the discretionary beneficiaries. The trustees have flexibility to determine which of the discretionary beneficiaries are to receive the trust fund 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 donor is in good health at the date of the creation of the trust.

Any increase in the value of the trust fund 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.

The trustees may need to register the trust with HMRC's Trust Registration Service. This would normally only be the case following a claim being paid or if the trustees have a liability to tax. For more information on when the trust needs to be registered see <https://www.gov.uk/guidance/register-a-trust-as-a-trustee> or speak to your financial adviser.

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 donors 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.

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

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### The donor – creating the trust

The trust form should be completed by the donor before transfer of the plan to the trustees. The date of the trust is the date the trust form is completed and signed by the donor. The date must be inserted under the donor's signature on page 10.

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 is yet to be completed.

The donor must complete his full name, including any middle names, and address. 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 trust fund, initially the plan, holding it upon trust for the benefit of the discretionary beneficiaries.

**F1** The donor (to be entered here) is automatically a trustee.

**F2** There must be at least one additional trustee entered at F2 for the trust to operate effectively, but up to four additional trustees may be nominated. 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. After the donor's death all the trustees will normally be required to sign the discharge form issued by the insurer.

We strongly recommend that one of the trustees be independent, i.e. someone who is not a discretionary 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 trustee must have agreed to take on the role before being listed on this trust form. It is the Donor's responsibility to provide them with a copy of this trust form – Royal London will not contact the trustees directly. The Donor should also inform the trustees that their details may be checked against databases held by Experian, and that Royal London may also pass information to organisations involved in money laundering and fraud prevention in order to protect themselves and their customers from theft and fraud.

**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 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?

**F4** The plan will be the initial trust property, known as the trust fund. Since the plan is to be transferred into trust, 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.

Further assets may be added to the trust fund later, by transferring them to the trustees.

#### The discretionary beneficiaries

**F12** 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 B1 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 F12 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. It may be physically signed, or by using a digital signature and the PDF accompanied by a completion certificate generated by a digital signature platform that identifies the person signing. The date must be completed underneath the donor's signature.

**Once signed, a copy of the trust form must be returned to us for noting. You can send a scanned copy or a digital photograph of it by email or post a copy to the address below. 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:**

**Email: [protectionhelp@royallondon.com](mailto:protectionhelp@royallondon.com)**

**22 Haymarket Yards  
Edinburgh  
EH12 5BH**

**For Scottish Provident plans please send to:**

**Email: [servicing@scotprov.co.uk](mailto:servicing@scotprov.co.uk)**

**Scottish Provident  
Skypark 4  
48 Finnieston Square  
Glasgow  
G3 8ET**

**The trust form begins on the next page.**

## 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.
- A2** The Definitions in Part F shall have the meanings set out in that Part.

## B Trust Provisions

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- B1i** The Trustees shall hold the Trust Fund 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 these Trust Terms or by law.
- B1ii** 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.
- B2** The Trustees may not pay or apply the Trust Fund or any part of it to or on behalf of the Excluded Person.
- B3** 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 any 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 Donors' (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 B1 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 these Trust Terms.

## E9 No requirement to consult with beneficiaries

Any duty to consult with beneficiaries implied by law shall not apply to the trusts contained in these Trust Terms.

## E10 Duration of powers

Every power, authority or discretion conferred on the Trustees, or any other person, by these Trust Terms shall (notwithstanding anything to the contrary expressed or implied in these Trust Terms) 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 shall be irrevocable and shall be governed by and construed according to the law of England and Wales, 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. This information will be used for the usual administration and analysis purpose – see more at [www.royallondon.com/protectionprivacy](http://www.royallondon.com/protectionprivacy). This also applies if you're the person covered.

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. Trustees’ personal information will only be used to verify the Trustees’ identity, and to confirm their instructions in the event of a claim being made.

To protect our customers we may have to verify the identity of certain individuals connected to a policy. We do this electronically to make things easier for you. If these individuals would prefer us not to do this electronically please call us on 0345 6094 500 so we can talk through what needs to be sent to us.

Additional Trustee 1

Name

Address

Postcode

Date of birth

D

D

M

M

Y

Y

Y

Y

Additional Trustee 2

Name

Address

Postcode

Date of birth

D

D

M

M

Y

Y

Y

Y

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



**F3 The Trustees**

The Trustees means the Donor and the Additional Trustees for the time being acting under these Trust Terms and any other person or corporate body who may be appointed or assumed as a Trustee or Trustees of this Trust.

**F4 The Plan means:**

(a) the Plan means the Plan or Plans numbered below effected by the Donor with the Company

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**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 when these Trust Terms are signed, by ticking the box below, the Donor authorises his or her adviser to insert the Plan number in the box above once this has been provided by the Company.

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OR

(b) the Plan or Plans to be issued by the Company under an application dated

D	D	M	M	Y	Y	Y	Y
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**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 Company**

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

**F6 The Excluded Person**

The Excluded Person means the Donor.

**F7 Trust**

The Trust means the trust created by the completion of this trust form

**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 125 years from the date on which this Trust is established, 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 Trust Terms**

Trust Terms means the terms of the Trust as set out in this trust form.

**F11 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.

## F12 The Discretionary Beneficiaries

**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 B1.

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.

We only use this information to pay your benefits in the event of your death. Please make sure your beneficiaries are aware of how we use their information.

The Discretionary Beneficiaries means:

F12 i The children and remoter issue of the Donor (whenever born) including children and remoter issue by adoption.

F12 ii Any spouse or civil partner or former spouse or civil partner of anyone within (i) above.

F12 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.

F12 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.

F12 v

F12 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.

## F13 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 these Trust Terms 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 these Trust Terms.

**Note:** When you have completed all the information asked for in Section F, Definitions, please sign and date below and then return a copy to the address listed on page 3. Alternatively you may scan or take a digital photograph of the signed copy and email it to the email address on page 3. Please retain the original signed document for your records.

# G Signatures

## Donor signatures

I confirm that the information above reflects my instructions. I intend to create a trust over the Plan on the terms set out in these Trust Terms. I am aware that the trust will be created with immediate effect and cannot be cancelled.

### Donor 1

Name

Signature

Date

### Donor 2

Name

Signature

Date



**Royal London**  
**royallondon.com**

**We're happy to provide your documents in a different format, such as Braille,  
large print or audio, just ask us when you get in touch.**

All of our printed products are produced on stock which is from FSC® certified forests.

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