

# GENERATION PLANNING BOND

## ABSOLUTE TRUST

For use with the Generation Planning Bond application only

**Cannot be used when appointing Utmost Trustee Solutions**

Before completing this Trust Deed you should take appropriate professional advice as to its suitability, ensuring that it meets your needs and does not conflict with any other arrangements you have made. Also please ensure you complete and submit the **Tax information exchange pack** along with this form.

Once complete please return this deed and any supporting documents to: **Ashford House, Tara Street, Dublin 2, D02 VX67, Ireland.**

Once all necessary information has been received and processing has been completed, we will then date the deed and note the Trust on our records.

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
<b>Part 1 - The Trust Deed</b>	4	A - Donor's declaration	The Donor	
	4	B - Definitions	The Donor	
	9-10	D - Signatures	Donor & Trustees & Witness	
<b>Part 2 - Our anti-money laundering requirement</b>	11	E - Politically Exposed Persons	Donor & Trustees	
<b>Tax information exchange pack</b>	N/A	Separate form available from our website	Parties to the trust	

## A WEALTH *of* DIFFERENCE

Utmost Wealth Solutions is the trading name used by a number of Utmost companies. Utmost Trustee Solutions is the trading name used by Utmost Trustee Solutions Limited. This item has been issued by Utmost Ireland dac.

The following companies are registered in the Isle of Man: Utmost Limited (No 056473C), Utmost Administration Limited (No 109218C) and Utmost Trustee Solutions Limited (No 106739C), which are regulated or licenced by the Isle of Man Financial Services Authority. Utmost Services Limited (No 059248C) is not regulated. Each of the above companies has its registered office at: Royalty House, Walpole Avenue, Douglas, Isle of Man, IM1 2SL British Isles.

The following companies are registered in Ireland: Utmost Ireland dac, trading as Utmost Wealth Solutions, is regulated by the Central Bank of Ireland. Its registered number is 303257 and it has its registered office at: Ashford House, Tara Street, Dublin 2, D02 VX67, Ireland. Utmost PanEurope dac, trading as Utmost Wealth Solutions, is regulated by the Central Bank of Ireland. Its registration number is 311420 and it has its registered office at: Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland. Its FCA number is 426350. Both companies are authorised by the Financial Conduct Authority in the UK for Conduct of Business Rules.

## IMPORTANT INFORMATION AND GUIDANCE FOR THE DONOR

The Trust Deed is designed for investments in the Generation Planning Bond from Utmost Ireland dac. It may be used by a single Donor or joint Donors who are either married or in a civil partnership and would like their policy to be held within an Absolute Trust.

It is expected that an Absolute Trust will be used only when you are certain about exactly who will benefit from the Trust Fund after your death. In this Trust the Beneficiaries and their share of the Trust Fund are fixed and cannot be changed once the Trust is set up.

Please note that when the Generation Planning Bond is put into Trust the investment is given away completely. The Trustees then hold it on behalf of the Beneficiaries. You, as the Donor, are entitled only to the regular withdrawals payable from the bond during your lifetime, and you cannot benefit from the Trust Fund. The terms of the Generation Planning Bond mean that neither you nor the Trustees will be able to surrender the bond during your lifetime.

Therefore, you should make sure you have:

- › read all the relevant Succession Bond literature, including the **Product guide** and any supporting documents, which are available from your financial adviser or from us, and
- › read the '**Important Warning**' section.

When completing this form please ensure you have:

- › completed all sections under section B, that you and all the Trustees sign section D and that all signatures are witnessed and any corrections are initialled by the settlor(s).
- › attached any additional instructions or documentation securely to the back of this form.
- › discussed anything you don't understand with your financial adviser before signing the form.
- › also completed and submitted the **Tax Information Exchange Pack**.

## HOW WE USE YOUR INFORMATION

Details about how we use your information, your rights over this information and how you can exercise your rights can be found in the applicable Privacy Notice (Isle of Man)/Privacy Statement (Ireland). We publish our Privacy Notice (Isle of Man)/Privacy Statement (Ireland) on our website at [www.utmostwealth.com](http://www.utmostwealth.com) or you can ring us on +44 (0)1624 643 345 and request a copy. All linked parties to this Absolute Trust should read the Privacy Notice to understand how the data provided about them will be used.

## NOTES TO HELP YOU COMPLETE THE TRUST DEED

Please complete this deed using **black or blue ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and ensure you initial next to the correction. **Please do not use correction fluid**. No alterations should be made to the Trust Deed.

### SECTION A - DONOR'S DECLARATION

This is where you as the Donor of the Trust, and as applicant for the Generation Planning Bond, declare that the bond will be held by the Trustees from the effective date of the Trust.

The date of your application for the Generation Planning Bond should be included here to confirm your intention that the bond, when issued, will form the Trust Fund.

### SECTION B - DEFINITIONS

- 1 Effective Date** - This should be left blank. It will be completed by Utmost Ireland dac.
- 2 Trust Arrangements** - As noted above, the Generation Planning Bond will be placed in trust. You will need to leave part B2 blank, as Utmost Ireland dac will add the bond number when the bond is issued. The bond will be held as follows:
  - › **The Grantee Fund** - As defined in B5 of the trust deed, held for the Donor
  - › **The Trust Fund** - As defined in B6 of the trust deed, held for the Beneficiaries.
- 3 The Donor** - Your details, as the creator(s) of the Trust, should be included here.
- 4 The Trustees** - The details of the persons who will act as Trustees should be set out here. If you are to be a Trustee please include your details again here. Where individuals are to act as Trustees at least two should be appointed, but where a Corporate Trustee is appointed, one is sufficient.
- 5 The Beneficiaries** - The names of the persons who will benefit from the Trust Fund and their percentage share of the Trust Fund should be written here. These cannot be changed once the Absolute Trust is established. You must not be included as a Beneficiary.

### SECTION C - TRUST PROVISIONS

This describes the terms of the Trust and the powers given to the Trustees. It is important that you and the Trustees are familiar with the Trust Provisions. **Your attention is drawn to the effect of clauses C4 and C10 of the Trust Provisions. Clause C4 limits the Trustee's duty of care, whilst clause C10 limits the Trustee's liability for breaches of trust and loss to the Trust Fund.** This means that the Trustees are not liable for any loss to the Trust Fund except that arising from their own fraud or dishonesty. If you have any questions about this or any other Trust Provision please discuss them with your legal adviser.

### SECTION D - SIGNATURES

You and all the Trustees must sign in this section, and each signature should be witnessed by an independent person who is aged 18 or over, and is not a party to this Trust Deed or a Beneficiary.

**SIGNATURE** This symbol shows where the Donor, Trustees and witnesses must sign.

### CORRESPONDENCE

Please name the Trustee who is to receive all future correspondence in the box below.


## PART 1 – THE TRUST DEED

### IMPORTANT WARNING

This Trust Deed has been prepared in accordance with Utmost Ireland dac's interpretation of the law of England & Wales and HM Revenue & Customs practice as at 1 December 2018. Utmost Ireland dac accepts no responsibility for any loss incurred by the Donor, or any other person, arising out of the use of this Trust Deed. Legislation and practice regarding taxation are subject to change which cannot be foreseen and tax treatment will depend on individual circumstances. Before completing this Trust Deed, the Donor should take appropriate professional advice as to its suitability.

### A DONOR'S DECLARATION

The Donor named in part B3 hereby declares that from the Effective Date, the Trust Fund defined in part B6 will be held by the Trustees subject to the Trust Provisions set out below. The Trust shall be irrevocable.

The Donor confirms and declares that the application dated

d	d	m	m	y	y	y	y
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made by the Donor for a Generation Planning Bond is made on the understanding that the bond issued on acceptance of that application will constitute the Bond defined in part B2 and that the Effective Date of the Trust will be the date the Bond is issued.

### B DEFINITIONS

In this Trust the following words will have the meanings set out below and unless the context does not permit the masculine will include the feminine and the singular will include the plural, and vice versa.

Please leave blank - to be completed by Utmost Ireland dac.

#### 1 'Effective Date'

This Trust is made on

d	d	m	m	y	y	y	y
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#### 2 The 'Bond'

The 'Bond' means all policies contained within the following contract

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Please leave blank - to be completed by Utmost Ireland dac.

#### 3 The 'Donor'

The 'Donor' means the person or persons named below.

	Donor 1	Donor 2																
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>																
Name	<input type="text"/>	<input type="text"/>																
Address	<input type="text"/>	<input type="text"/>																
Postcode	<input type="text"/>	<input type="text"/>																
Telephone number	<input type="text"/>	<input type="text"/>																
Email address	<input type="text"/>	<input type="text"/>																
Date of birth	<table border="1"><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y	<table border="1"><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y
d	d	m	m	y	y	y	y											
d	d	m	m	y	y	y	y											
Nationality	<input type="text"/>	<input type="text"/>																
Country of birth	<input type="text"/>	<input type="text"/>																

**4 The Policy Conditions**

The policy conditions applicable to the policies contained within the Bond.

**5 The 'Grantee Fund'**


The regular withdrawals provided for under the Policy Schedule and clause 6(i) of the Policy Conditions.

**6 The 'Trust Fund'**

The Bond and all property from time representing the Bond but excluding the Grantee Fund.

**7 The 'Trustees'**

The 'Trustees' mean the persons named below for the time being acting under the Trusts declared in this Deed.

If there are more than 4 Trustees, please photocopy this page, complete the relevant details and attach it securely to the form.  If the Donor is to be a Trustee, they should be included here as well. Where individual Trustees are to be appointed it is usual and strongly recommended to have at least two, but where a Corporate Trustee is appointed one Trustee is sufficient.

	Trustee 1	Trustee 2
Title (Mr, Mrs, Miss or Other)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
Maiden name or any previous names (if applicable)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Address	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
Postcode	<input style="width: 100%; text-align: center;" type="text"/>	<input style="width: 100%; text-align: center;" type="text"/>
Telephone number	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Email address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date of birth	<input style="width: 100%; text-align: center;" type="text"/>	<input style="width: 100%; text-align: center;" type="text"/>
Nationality	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Country of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

	Trustee 3	Trustee 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Address	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

## 8 The 'Beneficiaries'

The 'Beneficiaries' mean the person or persons named below in the shares specified. If no shares are specified the Beneficiaries will benefit in equal shares.

### The Donor(s) should not be named here.

If there are more than 4 Beneficiaries, please photocopy this page and complete the additional details. The Donor must sign and date any additional pages and attach them securely to this form. Beneficiaries cannot be added or changed after this Trust is established.

Please provide the details of the person(s) who the Donor wishes to benefit under this Trust and indicate the shares in which they will benefit.



	Beneficiary 1	Beneficiary 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Address	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>
Specified share	<input type="text"/> %	<input type="text"/> %

	<b>Beneficiary 3</b>	<b>Beneficiary 4</b>
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Address	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>
Specified share	<input type="text"/> %	<input type="text"/> %

**Specified shares should add up to a total of 100%.**

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Terms used in this Trust Deed shall unless the context otherwise requires bear the same meaning as in the Policy Conditions. References to the Donor shall where there is more than one Donor refer to each and any one of them.

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**C TRUST PROVISIONS**

**1 Transfer of assets into the Trust Fund**

The Donor confirms that the Bond described in part B2 is hereby assigned and transferred to the Trustees.

**2 The Grantee Fund**

The Trustees shall hold the Grantee Fund on trust for the Donor absolutely so that the regular withdrawals provided for under the Policy Schedule and clause 6(i) of the Policy Conditions shall accrue to and belong to the Donor absolutely (and if more than one as joint tenants).

**3 Entitlement of Beneficiaries**

The Trustees shall hold the capital and income of the Trust Fund for the Beneficiaries in the specified shares absolutely, and if no shares have been specified and there is more than one Beneficiary, in equal shares absolutely.

**4 Trustees' power to borrow, deal with and invest the Trust Fund as if they are the absolute beneficial owners**

The Trustees shall have all the administrative powers of an absolute beneficial owner over the Trust Fund. In particular:

- a) The Trustees may borrow with or without the security of the Trust Fund.
- b) The Trustees may surrender or assign any policy held in the Trust Fund.
- c) The Trustees may retain any policy held in the Trust Fund without being obliged to consider whether it should be surrendered or assigned.
- d) The Trustees may invest the Trust Fund in any way they think fit, including in property in any part of the world and in unsecured loans.
- e) In discharging their investment function the Trustees do not have any of the duties described in the Trustee Act 2000 ('the Act') or any similar duties however they arise and in particular:
  - (i) the duty of care in section 1 of the Act
  - (ii) the duty to take advice in section 5 of the Act
  - (iii) the duty to have regard to the standard investment criteria in section 4 of the Act
  - (iv) the duties in the Act concerning the appointment of an investment manager
  - (v) any duty to diversify the Trust Fund or to consider diversifying the Trust Fund
  - (vi) any duty to balance the interests of beneficiaries with different interests
- f) The Trustees may delegate investment management responsibility or any aspect of it on any terms to any person or persons including the Donor or the Donor's adviser and they have no responsibility to supervise or monitor the way in which the delegate discharges that responsibility or to monitor the suitability of the delegation or of the delegate. In the case of any delegation to the Donor, the Donor shall not be remunerated or receive any consideration for any services.
- g) The Trustees may consider advice or representations from any person they think fit in relation to investment or any other dealing with the Trust Fund but they do not have any obligation to act upon any such advice or representations.

**5 Trustees' power to maintain minor Beneficiaries**

- a) Section 31 of the Trustee Act 1925 shall not apply to this Trust.
- b) Where the Trustees hold the whole or any part of the capital and income of the Trust Fund on Trust for a minor, they may apply the whole or any part of it towards the minor's maintenance, education or benefit and will retain the remainder on Trust for that minor absolutely until they shall attain the age of majority.
- c) The Trustees may pay any such sum of capital or income to the minor's parent or guardian for the minor's behalf and the receipt of the parent or guardian shall be a complete discharge to the Trustees.

**6 Receipt of benefits of the Trust Fund**

Where a company pays the proceeds of any policy or units, in accordance with the Trustees' instructions, this will be a full discharge for the company. The Trustees are responsible for passing benefits to Beneficiaries.

**7 Appointment and Replacement of Trustees**

- a) The power to appoint new or replacement Trustees shall rest with the Trustees.
- b) A person may be appointed to be a Trustee notwithstanding that such person is not resident in the United Kingdom. Remaining out of the United Kingdom for more than 12 months shall not be a ground for the removal of a Trustee.
- c) The Trustees may remove or replace a Trustee who cannot be found provided that reasonable efforts have been made to find the Trustee being removed and all the remaining Trustees execute the deed of removal/replacement.
- d) Where a Trustee lacks capacity to exercise his functions as Trustee, and is also entitled in possession to some beneficial interest in the trust property, an appointment of a new Trustee in his place may be made by virtue of Section 36(1)(b) Trustee Act 1925 and leave to make the appointment from the Court of Protection shall not be necessary.

**8 Payments to Trustees**

- a) Trustees may be in a profession or business, for example as a solicitor or an accountant. If they or their firm does work in relation to the Trust in a professional capacity, they will be entitled to be paid all reasonable professional fees and charges for their work. This entitlement applies to all Trustees other than the Donor.
- b) Any Trustee is entitled to be reimbursed out of the Trust Fund for any reasonable expense incurred by that Trustee in respect of taking professional advice, including advice in respect of investments, in relation to this Trust and to recover all legal costs reasonably incurred in respect of the Trust. The timing of any repayment permitted under this clause will be subject to any legal or contractual restrictions placed on the assets of the Trust Fund. Any reimbursement permitted will be limited to the realisable assets of the Trust Fund.



**9 Power to vary or restrict administrative provisions**

When in the management or administration of the Trust Fund, the Trustees wish to carry out any transaction or dealing with the Trust Fund but they are advised that they do not have the necessary power to do so or where the Trustees wish to release or restrict any existing power they have, they may execute a deed giving themselves the necessary power or releasing or restricting their existing powers.

**10 Protection of the Trustees**

- a) No Trustee shall be liable for any breach of trust or any loss to the Trust Fund (whether committed or caused by the Trustee or by any other person) unless it is the result of the fraud or dishonesty of that Trustee.
- b) No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee or their personal representatives for any breach or alleged breach of trust committed by such co-Trustee or former Trustee.

- c) No Trustee shall be bound to take any proceedings against any third party in respect of any actual or potential legal claims it may have whether in favour of the Trustee or the Trust Fund.

**11 Restriction on exercise of powers**

- a) The Trust Fund shall be enjoyed to the entire exclusion of the Donor and of any benefit to him by contract or otherwise.
- b) Without prejudice to the generality of the foregoing and notwithstanding anything else contained or implied in this Trust Deed no power conferred on the Trustees or any other person by this Trust Deed or by law shall be exercised and no provision of this Trust Deed shall operate directly or indirectly so as to cause or permit any part of the capital or income of the Trust Fund to be paid transferred or applied to or for the benefit of the Donor.

**12** This Trust will be governed by the laws of England and Wales.

**D SIGNATURES**

**Each signature must be witnessed by an independent witness who is 18 or over and not a party to this Trust or a Beneficiary. The same person can witness all signatures.**


The parties have executed this document as a deed on the first date stated above.

	Donor 1	Donor 2
Signed and delivered as a Deed by the said (full name of Donor)	<input type="text"/>	<input type="text"/>
Donor's SIGNATURE	<input type="text"/>	<input type="text"/>
In the presence of (full name of witness)	<input type="text"/>	<input type="text"/>
Witness SIGNATURE	<input type="text"/>	<input type="text"/>
Witness permanent residential address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>

If the Donor is also to be a Trustee they need to sign both in this section as a Donor and as a Trustee on the next page.

SIGNATURE

SIGNATURE

Each trustee  must sign the form.

	Trustee 1	Trustee 2	
Signed and delivered as a Deed by the said (full name of trustee)	<input type="text"/>	<input type="text"/>	
Trustee's <b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>	<b>SIGNATURE</b>
In the presence of (full name of witness)	<input type="text"/>	<input type="text"/>	
Witness <b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>	<b>SIGNATURE</b>
Witness permanent residential address	<input type="text"/>	<input type="text"/>	
	<input type="text"/>	<input type="text"/>	
	<input type="text"/>	<input type="text"/>	
Postcode	<input type="text"/>	<input type="text"/>	

	Trustee 3	Trustee 4	
Signed and delivered as a Deed by the said (full name of trustee)	<input type="text"/>	<input type="text"/>	
Trustee's <b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>	<b>SIGNATURE</b>
In the presence of (full name of witness)	<input type="text"/>	<input type="text"/>	
Witness <b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>	<b>SIGNATURE</b>
Witness permanent residential address	<input type="text"/>	<input type="text"/>	
	<input type="text"/>	<input type="text"/>	
	<input type="text"/>	<input type="text"/>	
Postcode	<input type="text"/>	<input type="text"/>	

PART 2 – OUR ANTI-MONEY LAUNDERING REQUIREMENT

**E** POLITICALLY EXPOSED PERSONS

Under our current Anti-Money laundering obligations we are required to identify any persons associated with this trust who could be classed as a Politically Exposed Person (PEP). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities, for example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank.

Please provide details in the box below of any persons that could be considered to be a PEP (as defined above) in relation to this trust, non-completion confirms that there are no associated Politically Exposed Persons:


**F** NOTES

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