

DISCRETIONARY TRUST

SETTLOR CANNOT BE A BENEFICIARY

Utmost Wealth Solutions is the brand name used by a number of Utmost companies. This item has been issued by Utmost International Isle of Man Limited and Utmost PanEurope dac.

Before completing this Trust Deed, you should take appropriate professional advice as to its suitability, ensuring it meets your needs and does not conflict with any other arrangements you have made. You should also make sure that your chosen Trustees understand their duties and responsibilities as Trustees.

Please also ensure you complete and submit the **Tax Declaration and Self-Certification for Trusts** along with this Trust Deed.

Throughout this Trust Deed, 'we', 'our' and 'us' refers to either Utmost International Isle of Man Limited, Utmost Pan Europe dac or Utmost International Trustee Solutions Limited.

Once complete, please return this Trust Deed and any supporting documents to the relevant address for your chosen bond provider:

Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

OR

Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland.

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

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
Part 1 - Our Anti-Money Laundering Requirement	4	Politically Exposed Persons	Settlor & Trustees	<input type="checkbox"/>
Part 2 - The Trust Deed	5	B - Definitions	The Settlor	<input type="checkbox"/>
	9	D - Signatures	Settlor & Trustees & Witness	<input type="checkbox"/>
Tax Information Exchange Pack for Trusts	N/A	Separate document available from our website and hyperlinked above	Parties to the Trust	<input type="checkbox"/>

IMPORTANT INFORMATION

The Trust Deed may be used by a single Settlor or joint Settlers, who wish to place a new or existing bond into a Discretionary Trust and where the investment is with Utmost International Isle of Man Limited or Utmost PanEurope dac.

It is expected that a Discretionary Trust will be used when the Settlor wishes to give the Trustees discretion to decide which Potential Beneficiaries will receive benefit, and how much they will receive, from the Trust Fund.

To be effective for UK Inheritance Tax, the person creating the Trust (the Settlor) cannot benefit from it and this Discretionary Trust excludes you (the Settlor) from benefit.

Please note that when a new or existing bond is put into Trust, it is given away completely. The Trustees then hold it on behalf of the Potential Beneficiaries. You, as the Settlor, are no longer entitled to any payments from the bond or its proceeds. The Trust Deed must **NOT** be used if you wish to have access to (or benefit from) any payments from the bond now, or at any time in the future.

IMPORTANT INFORMATION FOR TRUSTEES - UK TRUST REGISTRATION

When this Trust is created and where the Settlor and Trustees are UK resident, it is likely that the Trust will be classified as a UK express trust under the regulations adopted by the UK government arising from the EU Fifth Money Laundering Directive.

The Trustees will be responsible for registering certain Trusts, including UK express trusts, on the UK government's online Trust Registration Service. If your trust is being used with a bond issued by Utmost PanEurope you will also need to register the trust on the Central Register of Beneficial Ownership of Trusts in Ireland in addition to any UK registration. To comply with these regulations, the Trustees must provide information about the Settlor, the Trust and the beneficial interest it creates within the required timeframe. Please speak to your financial adviser to ensure you and your Trustees understand these reporting requirements.

Before completing this Trust Deed, you should ensure you have:

- › checked that this Trust Deed meets your requirements and does not conflict with any other arrangements you have
- › read all the relevant product literature, including the relevant **Product Guide** and any supporting documents, which are available from your financial adviser or from us
- › read the '**Important Warning**'.

When completing this Trust Deed, please ensure you have:

- › completed all sections within this Trust Deed and that all signatures provided in Section D are witnessed as requested
- › attached any additional instructions or documentation securely to the back of this Trust Deed
- › discussed anything you don't understand with your financial adviser before signing the Trust Deed
- › also completed and submitted the separate **Tax Declaration and Self-Certification for Trusts**.

Dating the deed is required if the trust is being used with an existing policy. Where a new bond is being placed into trust you should leave the date blank and we will complete this following issue of the bond.

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. We publish our Privacy Notice on our website at www.utmostinternational.com/privacy-statements/ or you can contact us on **+44 (0)1624 643 345** and request a copy. All persons whose details are collected in this form should read the Privacy Notice to understand how the data provided about them will be used.

NOTES FOR COMPLETING THE TRUST DEED

Please complete this Trust Deed using **blue or black ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and ensure both you and the witness to this Trust Deed initial next to the correction. **Please do not use correction fluid**. No alterations should be made to this Trust Deed, other than where the Settlor wishes to change the categories of potential Beneficiaries.

SECTION A - SETTLOR'S DECLARATION

This is where the Settlor (as applicant for a new bond or as owner of an existing one) declares that all the policies contained within the bond will be held by the Trustees, for the Potential Beneficiaries, from the Effective Date of the Trust.

SECTION B - DEFINITIONS

1 Effective Date

- › **For new business cases being put into trust** this should be left blank and will be completed by us.
- › **If you have an existing policy and are placing this into trust** using this deed you should date the deed yourself.

2 Trust Fund - The details of the policies which form part of the Trust Fund should be identified here.

For existing bonds, please either state the bond number or, if you are only placing a specific number of segments into this trust, include the bond number and the specified segments. Please be aware that we may need to split the bond in these circumstances and this will create additional charges. You should also refer to the relevant policy provisions for other restrictions with respect to minimum values following any assignment.

For new bonds please state the date of application for the bond and we will complete the bond number.

3 The Settlor - The details of the creator 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 the Settlor is to be a Trustee, they should be named again here. Where individuals are to act as Trustees, at least two should be appointed. Where a Corporate Trustee is appointed, one is sufficient.

5 Potential Beneficiaries - This section sets out the categories of persons, **excluding** the Settlor, any one or more of whom could receive benefit from the Trust Fund if the Trustees so decide. The Settlor may delete any category which is not required. During their lifetime, the Settlor can also nominate additional Beneficiaries to the Trustees, in writing, at any time.

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 and the extent of the Trustees' discretionary powers. **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 of 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

The Settlor 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 Potential Beneficiary.

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

CORRESPONDENCE

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

PART 1 – OUR ANTI-MONEY LAUNDERING REQUIREMENT

POLITICALLY EXPOSED PERSONS

We are required to identify persons associated with this application 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. Family members or close associates of a PEP must also be considered PEPs themselves.

Is there anyone associated with this application who could be considered a PEP? Yes No

If “Yes” provide detail

PART 2 – THE TRUST DEED

IMPORTANT WARNING

This Trust Deed has been prepared in accordance with our interpretation of the law of England & Wales and HM Revenue & Customs practice as at **1 April 2025**. We accept no responsibility for any loss incurred by the Settlor, 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 Settlor should take appropriate professional advice as to its suitability. **Providing a sample trust form for you and your professional advisers to consider does not constitute the provision of a trustee service by the bond provider.**

A SETTLOR'S DECLARATION

The Settlor named in part B3 hereby declares that from the Effective Date, the Trust Fund defined in part B2 will be held by the Trustees subject to the trust provisions set out below. The Trust shall be irrevocable.

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.

1 'Effective Date'

Please leave blank where this deed is being used in conjunction with a new bond application - it will be completed by us. Alternatively, where you are placing your existing bond into this trust please complete the date here. In these circumstances the date of the trust should be no earlier than the date the last person signed the deed. 

This Settlement is made on

d	d	m	m	y	y	y	y
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2 The 'Trust Fund' is comprised of the property described below

(a) All policies, or the specified policies, contained within the following bond

Bond provider (e.g. Utmost
International Isle of Man Limited)

Contract type (e.g. Evolution)

Date of application for new contracts

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

Contract number (e.g. ABC1234567/1-12)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

If you are placing all of your existing policies into trust write your bond number in here, i.e. ABC1234567. If you are only placing specific policies of your bond into trust please indicate the policies accordingly - for example ABC1234567/1-5 etc and read the notes regarding this on page 3. Where this trust is being used with a new application, please leave blank to be completed by us. 

This Settlement shall be known as:

Note: This is the name the Settlor gives to the Settlement. For example, "The Mary Jones Discretionary Trust 2025" Where Mary Jones is the Settlor (Max. 50 Characters). 

(b) and any other property transferred to the Trustees to hold on the terms of this Trust, and

(c) all property representing the above.

3 The 'Settlor'

The 'Settlor' means the person or persons named below

	Settlor 1	Settlor 2
Title	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	Postcode Country	Postcode Country

4 The 'Trustees'

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

I/We (the Settlor), hereby appoint Utmost International Trustee Solutions Limited to act as a sole Trustee.

Yes No

If you have ticked 'yes' to appoint Utmost International Trustee Solutions Limited as Trustee, you can leave the boxes below blank and proceed to B5 to review the categories of potential Beneficiaries to be included in the Trust.

You will however, also need to complete **Utmost International Trustee Solutions Appointment of Trustee Form** which is available on request from us. Otherwise, please provide details here of each individual Trustee to be appointed, including yourself if you wish to act as Trustee. At least two individual Trustees should be appointed, or one Corporate Trustee.

	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%;" type="text"/>	<input style="width: 100%;" type="text"/>
Do you have a maiden name, previous name or alias?	Yes No	Yes No
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
If "Yes" provide the other name(s)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Postcode	<input style="width: 20px;" type="text"/>	<input style="width: 20px;" 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: 20px;" type="text"/>	<input style="width: 20px;" type="text"/>
Please list all nationalities/citizenships held	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Country/place 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 style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Do you have a maiden name, previous name or alias?	Yes No	Yes No
If "Yes" provide the other name(s)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" 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%;" type="text"/>	<input style="width: 100%;" type="text"/>
Please list all nationalities/citizenships held	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Country/place of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

5 The 'Potential Beneficiaries'

The categories of Potential Beneficiaries are defined below. These are the persons who may receive benefit from the Trust Fund if the Trustees decide to appoint benefit to them. **The Settlor may not benefit under any circumstances and, for this reason, is not included in the list below.**

- a) Any child or descendant of the Settlor whenever born
- b) Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of the Settlor (except where such person is also a Settlor)
- c) Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of any child or descendant of the Settlor whenever born
- d) Any children of any spouse of the Settlor whenever born
- e) Any brother or sister of the Settlor and their children
- f) Any one or more of the persons entitled under the Will of the Settlor (except where that person is also a Settlor)
- g) Any one or more of the persons entitled under the rules relating to intestacy to any interest in the estate of the Settlor (except where that person is also a Settlor)
- h) Any person or a charity, **not already included in the categories above**, and other than the Settlor, whose name has been notified to the Trustees in writing by the Settlor during the Settlor's lifetime as being a person the Settlor wishes the Trustees to consider as a Potential Beneficiary.

The Settlor may delete categories of Potential Beneficiaries not required but may not delete them all. Any amendments must be clear, and should be dated and initialled by the Settlor and their witness before completing this Trust Deed.

6 'Civil Partner' and 'Civil Partnership' have the same meaning as in Section 1 of the Civil Partnership Act 2004.

7 'Person' means a person anywhere in the world and includes a Trustee.

8 'Trust Period' means One Hundred and Twenty Five years from the Effective Date stated in B1.

C TRUST PROVISIONS

1 Transfer of assets into the Trust Fund

Where the Trust Fund or any part of the Trust Fund consists of a bond, the Settlor hereby assigns all the policies referred to in part B2, and all proceeds and benefits attached to the said policies to the Trustees jointly to hold subject to the Trusts and powers and provisions set out in this Deed.

2 Trustee's Discretion

- a) The Trustees shall hold the Trust Fund for the benefit of any one or more of the Potential Beneficiaries and in such shares (or wholly to one) and for such interests (including creating further Trusts) as they shall appoint
- b) Subject to any appointment, the Trustees may accumulate the whole or part of the income (if any) of the Trust Fund. That income shall be added to the Trust Fund
- c) The Trustees have power to apply any sum of income or capital towards the maintenance, education or benefit of any Beneficiary
- d) The Trustees may pay any such sum of income or capital to a 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
- e) Subject to and in default of any appointment and so far as any such appointment shall not extend or shall fail for any reason then the Trustees shall hold the Trust Fund on Trust for such of the Potential Beneficiaries that are still living at the end of the Trust Period, and if more than one in equal shares absolutely
- f) Subject to that, if there are no Potential Beneficiaries alive at the end of the Trust Period or the Trust Fund is not wholly disposed of, then the Trustees shall hold the Trust Fund and the income thereof for such charities as the Trustees shall determine.

3 Settlor Exclusion Clause

No power conferred by this settlement shall be exercisable, and no provision shall operate so as to allow any part of the Trust Fund to become payable to or applicable for the benefit of the Settlor.

4 Trustees' power to borrow, deal with the Trust Fund and invest 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(s) including the Settlor or the Settlor'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
- 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 lend moneys to Beneficiaries

The Trustees can lend money to any of the Potential Beneficiaries on any terms they think fit.

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.

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 Settlor.
- 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 in relation to this Trust, including advice in respect of investments and to recover all legal costs reasonably incurred. The timing of any repayment permitted under this clause will be subject to any legal or

DISCRETIONARY TRUST
SETTLOR CANNOT BE A BENEFICIARY

Please leave blank if appointing Utmost International Trustee Solutions Limited as Trustee.

	Trustee 1	Trustee 2
Signed and delivered as a Deed by the said (Full name of Trustee)	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Trustee's SIGNATURE	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
In the presence of (Full name of witness)	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Witness SIGNATURE	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Permanent residential address of witness	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Postcode	<div style="border: 1px solid black; display: flex; justify-content: space-between; width: 100%; height: 20px;"> - </div>	<div style="border: 1px solid black; display: flex; justify-content: space-between; width: 100%; height: 20px;"> - </div>

	Trustee 3	Trustee 4
Signed and delivered as a Deed by the said (Full name of Trustee)	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Trustee's SIGNATURE	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
In the presence of (Full name of witness)	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Witness SIGNATURE	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Permanent residential address of witness	<div style="border: 1px solid black; height: 40px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>
Postcode	<div style="border: 1px solid black; display: flex; justify-content: space-between; width: 100%; height: 20px;"> - </div>	<div style="border: 1px solid black; display: flex; justify-content: space-between; width: 100%; height: 20px;"> - </div>

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Utmost International Isle of Man Limited is registered in the Isle of Man under number 024916C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Licensed by the Isle of Man Financial Services Authority. Utmost Wealth Solutions is registered in the Isle of Man as a business name of Utmost International Isle of Man Limited.

Utmost PanEurope dac (registered number 311420) is regulated by the Central Bank of Ireland. Registered Office address: Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland. Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.