

DISCOUNTED GIFT TRUST FOR CONVERSION OF AN EXISTING DELEGATION BOND

ABSOLUTE TRUST

This Trust Deed is to be used to convert an existing Delegation bond into a Discounted Gift Trust.

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. You should also make sure that your chosen Trustees understand their duties and responsibilities as Trustees.

Also ensure you complete and submit the **Tax Information Exchange Pack for Entities** along with this Trust Deed.

Once complete, return this Trust Deed and any supporting documents to **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 Deed and note the Trust on our records.

We cannot release the Trust Deed until all outstanding identification requirements have been received.

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
Part 1 - The Trust Deed	4	Donor's declaration	The Donor	<input type="checkbox"/>
	4	Definitions	The Donor	<input type="checkbox"/>
	8	Signatures	Donor, Trustees & Witness	<input type="checkbox"/>
Part 2 - Our Anti-Money Laundering Requirements	10	Politically Exposed Persons	Donor & Trustees	<input type="checkbox"/>
	10	Identification requirements		<input type="checkbox"/>
Tax Information Exchange Pack for Entities	N/A	Separate standalone form available from our website	Parties to the Trust	<input type="checkbox"/>

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost PanEurope dac is regulated by the Central Bank of Ireland (No 311420). Its registered office is Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland.

Utmost PanEurope dac is a Category A Insurance Permit holder with the Jersey Financial Services Commission.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

UPE PR 00091 | 08/22

IMPORTANT INFORMATION

This Trust Deed is designed to be used **only with Delegation bonds** (written on a capital redemption basis) being converted to a Discounted Gift Trust arrangement. It should be used alongside the **Delegation Discounted Gift Trust Supplementary Application Form**.

This Trust Deed is **NOT** acceptable for use with a Generation Planning Bond application. Instead you should request a **Generation Planning Bond Trust Deed**.

This Trust Deed may be used by a single policyholder or joint policyholders who are either married or in a civil partnership, and intend to gift their existing bond to an Absolute Trust. It is expected that an Absolute Trust will be used only when you, the Donor, are certain about exactly who will benefit from the Residuary 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.

It is important to note that when you place your bond into a Discounted Gift Trust, you are giving it away completely. The Trustees hold the bond on behalf of the Beneficiaries. You (the Donor) are entitled only to the regular withdrawals payable from the bond during your lifetime, and you cannot benefit from the Residuary Fund. The terms of the Discounted Gift Trust mean that neither you, nor the Trustees, will be able to surrender the bond during your lifetime.

When completing this Trust Deed, you should make sure you have:

- › checked that this Trust Deed meets your needs and does not conflict with any other arrangements you may have
- › read all of the relevant Discounted Gift Trust literature, including the **Delegation Discounted Gift Trust Conversion Guide**, which is available from your financial adviser or us on request
- › read the '**Important Warning**' on page 4.

When submitting this Trust Deed, you should make sure 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 Information Exchange Pack for Entities**.

IMPORTANT INFORMATION FOR TRUSTEES - UK TRUST REGISTRATION

When this Trust is created and where the Donor 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. To comply with the regulations, the Trustees must provide information about the Donor, the Trust and the beneficial interest it creates within the required timeframe. Speak to your financial adviser to ensure you and your Trustees understand these reporting requirements.

HOW WE USE YOUR INFORMATION

We use the information you give us, about yourself and other people, to provide our products and services. In order to support our products and services, we transfer information between different entities within our immediate operating group and to appointed data processors, but we do not transfer information to other parties, unless required to do so by law or regulation. We do not carry out marketing using the information or transfer, or sell, your personal information to others for marketing purposes.

More 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 **0845 602 9281** and request a copy.

NOTES TO HELP YOU COMPLETE PART 1 - THE TRUST DEED

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. **Do not use correction fluid**. No alterations should be made to this Trust Deed.

SECTION A - DONOR'S DECLARATION

This is where you, as the Donor of the Trust and as an applicant of the Discounted Gift Trust, declare that the bond will be held by the Trustees from the Effective Date of the Trust. The date of your application for the Discounted Gift Trust should be included here to confirm your intention that the bond will form the Trust Fund.

SECTION B - DEFINITIONS

- 1 Effective Date** - This should be left blank. It will be completed by Utmost PanEurope dac.
- 2 Trust Fund** - This is the Delegation bond, which is being transferred to the trust. Include the full bond designation number here including the number of policy segments (e.g. ABC12345678/1-12). The bond will be held as follows:
 - › **The Grantee's Fund** - This is the regular withdrawals payable to you under the terms of the Discounted Gift Trust
 - › **The Residuary Fund** - This is the remaining value of the bond (if any) after your death and which the Trustees will be able to distribute to 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, include your details 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 The Beneficiaries** - The personal details of the person(s) who will benefit from the Residuary Fund and the percentage share each is to receive should be written here. These cannot be changed after the 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 you should 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

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 PanEurope dac's interpretation of the law of England & Wales and HM Revenue & Customs' practice as at 1 March 2021. Utmost PanEurope 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. **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 DONOR'S DECLARATION

The Donor named in part B3 confirms that they have submitted a **Discounted Gift Trust Supplementary Application Form** dated [] [] [] [] [] [] [] [] to amend the policy conditions of the designated bond on the understanding that the bond will form the Trust Fund defined in part B2, and that the Effective Date of the Trust will be the date the bond is transferred to the Trustees.

The Donor also 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.

Leave blank 
- to be
completed
by Utmost
PanEurope dac.

1 'Effective Date'

This Trust is made on

[]	[]	[]	[]	[]	[]	[]	[]
-----	-----	-----	-----	-----	-----	-----	-----

2 The 'Trust Fund' is comprised of the property described below.

All policies contained within the following bond number (e.g. ABC1234567/1-12)

[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	/	[]	-	[]	[]	[]	[]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	---	-----	---	-----	-----	-----	-----

3 The 'Donor'

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

	Donor 1	Donor 2
Title (Mr, Mrs, Miss or Other)	[]	[]
Name	[]	[]
Maiden name or any previous name or aliases (if applicable)	[]	[]
Residential address	[]	[]
	[]	[]
	[]	[]
	[]	[]
Postcode	[] [] [] [] [] - [] [] [] []	[] [] [] [] [] - [] [] [] []
Telephone number	[]	[]
Email address	[]	[]
Date of birth	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []

Donor 1

Nationality

Country of birth

Donor 2

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 Donor) hereby appoint Utmost Trustee Solutions Limited to act as a sole Trustee.

☐

Yes

☐

No

If you have ticked 'yes' to appoint Utmost Trustee Solutions Limited as Trustee, you can leave the boxes below blank and proceed to B5.



You will however, also need to complete **Utmost Trustee Solutions Limited Appointment Form** which is available on request from us.

Otherwise, 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

Title (Mr, Mrs, Miss or Other)

Full name

Maiden name or any previous name
or aliases (if applicable)

Residential address

Postcode

Telephone number

Email address

Date of birth

Nationality

Country of birth

Trustee 2

Trustee 3

Title (Mr, Mrs, Miss or Other)

Full name

Maiden name or any previous name
or aliases (if applicable)

Residential address

Postcode

Telephone number

Email address

Date of birth

Nationality

Country of birth

Trustee 4

5 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.

Provide the details of the person(s) who the Donor wishes to benefit under the Trust and indicate the share in which they will benefit.

If there are more than four Beneficiaries, photocopy this page and complete the additional details. The Donor must sign and date any additional pages and attach them securely to this Trust Deed.

Beneficiaries cannot be added or changed after the Trust is established.



	Beneficiary 1	Beneficiary 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Full name	<input type="text"/>	<input type="text"/>
Maiden name or previous name or any aliases (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <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"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <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"/> %

	Beneficiary 3	Beneficiary 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Full name	<input type="text"/>	<input type="text"/>
Maiden name or previous name or any aliases (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <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"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <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"/> %

Ensure that the above specified shares add up to a total of 100%.

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 Division of the Trust Fund

From the Effective Date in part B1 the Trust Fund described in part B2 shall be held, paid and applied in accordance with the following provisions:

- a) The regular withdrawals, which are provided for under the bond described in part B2, and specified in the revised Policy Conditions, shall be called the Grantee's Fund and shall accrue to and belong to the Donor absolutely and if more than one to the Donors as joint tenants absolutely.
- b) The remaining benefits of the Trust Fund shall be called the Residuary Fund and shall be held on the terms of this Trust for the absolute benefit of the Beneficiaries in part B5.
- c) For the avoidance of doubt, the Donor shall not be able to benefit in any way from the Residuary Fund.

3 Entitlement of Beneficiaries

The Trustees shall hold the capital and income of the Residuary 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.

- 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 Residuary 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 Proper Law

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 aged 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)		
Donor's SIGNATURE		
In the presence of (Full name of witness)		
Witness SIGNATURE		
Permanent residential address of witness		
Postcode		



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

Each Trustee must sign the Trust Deed.

Leave blank if you have appointed Utmost Trustee Solutions Limited as your Trustee.

	Trustee 1	Trustee 2
Signed and delivered as a Deed by the said (Full name of Trustee)		
Trustee's SIGNATURE		
In the presence of (Full name of witness)		
Witness SIGNATURE		
Permanent residential address of witness		
Postcode		

	Trustee 3	Trustee 4
Signed and delivered as a Deed by the said (Full name of Trustee)		
Trustee's SIGNATURE		
In the presence of (Full name of witness)		
Witness SIGNATURE		
Permanent residential address of witness		
Postcode		

PART 2 – OUR ANTI-MONEY LAUNDERING REQUIREMENTS

F 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. Immediate family members or close associates of a PEP should be considered a PEP in their own right.

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 PEPs:

G IDENTIFICATION REQUIREMENTS

Under anti-money laundering regulations we are required to verify the identity and address of all individuals related to a contract. Our standard minimum requirements are: one suitably certified copy document for identity verification and one suitably certified copy document for address verification for each additional Trustee. For more information, see our **Anti-Money Laundering and Source of Wealth Pack**, which is available from our website www.utmostinternational.com or from us on request.

We cannot release the Trust Deed until all outstanding identification requirements have been received.

H NOTES

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