

# Discounted Gift Trust Deed



**The Discounted Gift Trust can only be used by an individual who is aged 84 or under (including any medical rating).  
NB: In the event that the Settlor is uninsurable, we will not allow the DGT application to proceed.**

This deed is provided as a draft to be considered by you and your professional adviser. We can accept no responsibility for the tax or any other consequences arising out of you executing this deed, or for ensuring that the deed meets with your requirements.

A health questionnaire should be completed, and underwriting verdict obtained prior to submitting the deed.

For assistance with the completion of this trust deed, please refer to our guides to completing the Discounted Gift Trust Deed.

**Please complete this document in BLOCK capitals throughout.**

Under Tax Regulations and intergovernmental agreements entered into by the Isle of Man in relation to the automatic exchange of information for tax matters (collectively "AEOI"), Friends Provident International is required to collect information about each Settlor, Trustee and Named Beneficiaries of trusts. (Where any of the Named Beneficiaries are minors, this will be required once they reach 18 years old.)

Friends Provident International will provide the information directly to the Isle of Man Income Tax Division (IOMITD) who may then provide the same information to the relevant jurisdiction. Friends Provident International does not send any information direct to other jurisdictions.

Specified US Person means a US citizen or tax resident individual who has a US residential/correspondence address or who either holds a US Passport, a US Green Card or who was born in the US and has not yet renounced their US citizenship.

More information on US FATCA can be found at: [www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA](http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA).

If you choose Yes to being a Specified US Person, you will need to provide us with your US Taxpayer Identification Number (TIN) or US Social Security Number (SSN).

If you choose No but you have a US residential/correspondence address, hold a US Passport, a US Green Card or you were born in the US, you will need to provide us with documentary evidence that you are in the process of or have renounced your US Citizenship. Friends Provident International can accept a certified copy of your DS-4083 form (also known as CLN – Certificate of Loss of Nationality) and/or a certified copy of your passport in which you are obtaining new citizenship.

## A. Declaration

 Please DO NOT date the declaration until notified otherwise.

THIS DECLARATION OF TRUST IS MADE ON

between the Settlor(s) and the Original Trustees

## B. The parties

The **Settlor** means the following person(s) and where there are more than one, the survivor of them.

(Insert the full names and addresses of the Settlor(s) (the persons creating the trust))

	Settlor 1	Settlor 2
Full name	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/>	<input type="text"/>
Country and place of birth	<input type="text"/>	<input type="text"/>
Country or countries of tax residence	<input type="text"/>	<input type="text"/>
Tax Identification Number (TIN)	<input type="text"/>	<input type="text"/>
If unavailable, provide a functional equivalent (eg National Insurance Number, Social Security Number, resident registration number)		
Are you a Specified US Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you tick "Yes", please confirm your US TIN or SSN.	<input type="text"/>	<input type="text"/>

The definition of a Specified US Person can be found in the Notes section on Page 1.

**Original Trustees** means **The Settlor(s)** and:

Full name	<input type="text"/>	<input type="text"/>
Residential address and postcode	<input type="text"/>	<input type="text"/>
Date of birth (dd/mm/yyyy)	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
Country and place of birth	<input type="text"/>	<input type="text"/>
Country or countries of tax residence	<input type="text"/>	<input type="text"/>
Tax Identification Number (TIN)	<input type="text"/>	<input type="text"/>
If unavailable, provide a functional equivalent (eg National Insurance Number, Social Security Number, resident registration number)		
Are you a Specified US Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you tick "Yes", please confirm your US TIN or SSN.	<input type="text"/>	<input type="text"/>

The definition of a Specified US Person can be found in the Notes section on Page 1.

(We strongly suggest that there must be at least one Additional Trustee and ideally they should be independent i.e. not a beneficiary of the trust.)

Full name	<input type="text"/>	<input type="text"/>
Residential address and postcode	<input type="text"/>	<input type="text"/>
Date of birth (dd/mm/yyyy)	<input type="text"/>	<input type="text"/>
Country and place of birth	<input type="text"/>	<input type="text"/>
Country or countries of tax residence	<input type="text"/>	<input type="text"/>
Tax Identification Number (TIN)	<input type="text"/>	<input type="text"/>
If unavailable, provide a functional equivalent (eg National Insurance Number, Social Security Number, resident registration number)		
Are you a Specified US Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you tick "Yes", please confirm your US TIN or SSN.	<input type="text"/>	<input type="text"/>

The definition of a Specified US Person can be found in the Notes section on Page 1.

### C. Assignment of policy segments

i) The Settlor wishes to make an irrevocable settlement of the following policy segments of life assurance or capital redemption issued by Friends Provident International Insurance Company Limited.

Please insert the number of policy segments below (maximum is 100)

**Offshore policy number** (if known)

Policy segments  to  inclusive (the 'Gifted Policy Segments')

(The Gifted Policy Segments are gifted outright, subject to the Settlor(s) retained interest in Clause F)

Policy segments  to  inclusive (the 'Retained Policy Segments')

(The Retained Policy Segments are those to which the Settlor(s) requires access. Having Retained Policy Segments is optional and if none are required you should write "None" in the Retained Policy Segments boxes)

ii) Further, the Settlor has paid monies or transferred other assets to the Trustees which are to be held upon the trusts of this deed:

(If money or other assets (as opposed to policies) are to be transferred to the Trustees upon the entry into this Deed, the sums of money or other assets should be specified below in the relevant Fund box or boxes to which they will be held. If there are no assets other than the Friends Provident International policy please write 'None' in both of the boxes below.)

**Sum of Money or Other Assets to be transferred (if applicable)**

<input type="text"/>	(Gifted Fund)
<input type="text"/>	(Access Fund)

If after the date of this Deed further Policy Segments, monies or assets are transferred to the Trustees, such Policy Segments, monies or assets shall be held upon the trusts declared in this deed.

Upon the transfer of further Policy Segments or other assets or the payment of further monies, the Settlor will declare in writing whether such Policy Segments, money or other assets are to be held upon the trusts of the Gifted Fund or the Access Fund and in the absence of such declaration, such further Policy Segments, monies or other assets shall be presumed to be held upon the trusts of the Gifted Fund. Where further monies are paid into the Friends Provident International policy, they will be apportioned to the Gifted Fund and the Access Fund in the same proportions as the initial transfer in Clause C(i).

## D. Choice of trust provisions

- i) If the Settlor (and each Settlor) selects the Discretionary Trust provisions, the provisions of Clause H will apply to the Gifted Fund.
- ii) If the Settlor (and each Settlor) selects the Bare Trust provisions, the provisions of Clause I will apply to the Gifted Fund.
- iii) Where there is more than one Settlor, each of the Settlers must choose the same option.
- iv) Where the boxes are not completed or completed in an ambiguous manner, the Discretionary Trust provisions will apply.

	<b>Settlor 1 signature</b>	<b>Settlor 2 signature</b>
Bare Trust	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>
	<b>Settlor 1 signature</b>	<b>Settlor 2 signature</b>
Discretionary Trust	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

(The Settlor must choose between the two sets of Trust Provisions and sign inside the box of the type of trust required. Where there are two Settlers, both must agree on and sign the relevant boxes.)

## E. Definitions

Irrespective of whether a Bare Trust or a Discretionary Trust is chosen, at least one Named Beneficiary must be documented below.

If the Settlor chooses the Bare Trust, the Named Beneficiaries will benefit in the Appropriate Shares.

If the Settlor chooses the Discretionary Trust the Named Beneficiaries are the persons who will benefit in the Appropriate Shares in default of the Trustees' exercising fully their dispositive powers, i.e. if the Trustees omit to make an appointment in favour of one or more persons from the list of Discretionary Beneficiaries at E(ii) (see below), or if the Trustees make an appointment of some but not all of the trust assets.

In this deed, the following expressions shall have the following meanings

The Named Beneficiaries and the Appropriate Share means

	<b>Beneficiary 1</b>	<b>Beneficiary 2</b>
Full name	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
Residential address	<input style="width: 100%; height: 60px;" type="text"/>	<input style="width: 100%; height: 60px;" type="text"/>
Date of birth (dd/mm/yyyy)	<input style="width: 20px; height: 20px;" type="text"/>   <input style="width: 20px; height: 20px;" type="text"/>   <input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>   <input style="width: 20px; height: 20px;" type="text"/>   <input style="width: 40px; height: 20px;" type="text"/>
Country or countries of tax residence	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Tax Identification Number (TIN)	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
If unavailable, provide a functional equivalent (eg National Insurance Number, Social Security Number, resident registration number)		
Are you a Specified US Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you tick "Yes", please confirm your US TIN or SSN.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
The definition of a Specified US Person can be found in the Notes section on Page 1.		
Appropriate Share	<input style="width: 40px; height: 20px;" type="text"/> %	<input style="width: 40px; height: 20px;" type="text"/> %

	Beneficiary 3	Beneficiary 4
Full name	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Residential address	<input style="width: 100%; height: 50px;" type="text"/>	<input style="width: 100%; height: 50px;" type="text"/>
Date of birth (dd/mm/yyyy)	<input style="width: 25px; height: 20px;" type="text"/> <input style="width: 25px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 25px; height: 20px;" type="text"/> <input style="width: 25px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/>
Country or countries of tax residence	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Tax Identification Number (TIN)	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
If unavailable, provide a functional equivalent (eg National Insurance Number, Social Security Number, resident registration number)		
Are you a Specified US Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you tick "Yes", please confirm your US TIN or SSN.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
The definition of a Specified US Person can be found in the Notes section on Page 1.		
Appropriate Share	<input style="width: 50px; height: 20px;" type="text"/> %	<input style="width: 50px; height: 20px;" type="text"/> %

## E. Definitions (continued)

Where the Bare Trust provisions have been chosen, then the share of a Named Beneficiary who dies before the expiry of the Trust Period shall pass to his estate.

(If there is more than one Named Beneficiary, the Appropriate Share of the Trust Fund to which they are entitled in default should also be inserted. The Appropriate shares should always total 100%. **The Settlor and the Settlor's spouse should not be named as a beneficiary.** If the Discretionary Trust form applies, the Trustees will have wide discretionary powers however, it is still necessary to specify one or more discretionary beneficiaries to receive the income and capital in default of the Trustees exercising their powers.)

- i) **The Discretionary Beneficiaries** means:  
(this only applies where the discretionary trust option has been chosen)
- (a) The Named Beneficiaries
  - (b) Any child, grandchild or remoter issue of any Settlor
  - (c) Any sibling (including a half-sibling) and any parent of any Settlor
  - (d) Any spouse, former spouse or widow or Civil Partner, former Civil Partner or surviving Civil Partner of anyone within (a), (b) or (c)
  - (e) Any former spouse or former Civil Partner and widow or widower or surviving Civil Partner of any Settlor
  - (f) Any person or class of person named or identified here:

- (g) Any person nominated to the Trustees by the Settlers in writing (including in a will or codicil). Where there is more than one Settlor, such nomination must be by both Settlers whilst both alive and by the survivor where one has died.

**PROVIDED THAT** no person who is a Settlor whether or not comprised in the categories (a) to (g), shall be a Discretionary Beneficiary.

## E. Definitions (continued)

(Only if you feel strongly about the exclusion of a particular person or persons should you delete the appropriate reference. Any deletions must be initialled by the Settlor or both Settlers where there is more than one. Deletions can only be made prior to the Declaration of Trust being executed.)

- i) The Access Fund means:
  - (a) The Retained Policy Segments;
  - (b) any other property subsequently paid or transferred to the Trustees to be held as part of the Access Fund;
  - (c) any accumulations of income added to the Access Fund;
  - (d) and any property from time to time representing them.
- ii) References to children, grandchildren and the issue of any person shall include legitimate, illegitimate and adopted persons.
- iii) Civil Partner and Civil Partnership have the same meaning as Section 1 of the Civil Partnership Act 2011.
- iv) 'This Deed' means this Declaration of Trust.
- v) The Gifted Fund means:
  - (a) the Gifted Policy Segments
  - (b) any other property subsequently paid or transferred to the Trustees to be held as part of the Gifted Fund
  - (c) any accumulations of income added to the Gifted Fund;
  - (d) and any property from time to time representing them.
- vi) The Initial Value means the total initial payment paid (where the policy has not yet issued) or the value of the policy segments (already in existence) forming part of the Trust Fund and/or the value of any sum of money or other assets at the time they are transferred to the Trust Fund.
- vii) The Original Trustees means the Settlor(s) and the Additional Trustees.
- viii) Person means a person anywhere in the world and includes a company or other body with legal personality.
- ix) The Policy Segments means the Gifted Policy Segments, the Retained Policy Segments and any other policies of insurance held upon the trusts of this Deed and, unless the context requires, shall include all sums assured by or to become payable by virtue of the policies and all benefits, privileges or advantages attaching to them.
- x) The Settlor's Rights means the rights to all capital repayments under Clause F.
- xi) Spouse includes a Civil Partner and a former spouse or widow or widower shall be construed accordingly.
- xii) The Trust Fund means the Gifted Fund and the Access Fund.
- xiii) The Trust Period
  - The Trust Period shall mean the period beginning of the date of this Trust Deed and ending on the earlier of:
    - a) such date as the Trustees shall at any time specify by deed, not being a date earlier than the date of execution of such deed or later than a date previously specified; or
    - b) such date upon which this Trust shall terminate by reason of there ceasing to be any property or assets forming part of the Trust Fund or otherwise by operation of law;
  - but, subject as above, references in this Trust to the Trust Period shall not be construed as implying that this Trust has or is required to have any finite or fixed period of existence.
- xiv) A Trust Year means the period of time from the date of this deed to and including the date immediately before the first anniversary of this Deed and every period of time between a trust anniversary date and the date immediately before the next anniversary date.
- xv) The Trustees means the Original Trustees or the Trustees for the time being of this Deed and Trustee means the only or any one of the Trustees.
- xvi) Unless the context otherwise requires, the masculine gender includes the feminine and the neuter and vice versa and the singular includes the plural.

## F. The settlor's rights

- i) The following rights are retained by the Settlor(s) and held by the Trustees for the Settlor absolutely, or where there are two Settlers are held for the Settlers in equal shares absolutely.
- ii) There shall be paid to the Settlor(s) capital repayments every Trust Year based upon  % of the Initial Value being either:  
(tick the checkbox on the left to confirm the option being chosen)

(a) a level fixed amount

OR

(b) an amount increasing in every subsequent Trust Year by  % of the Initial Value

Payable:  
(tick one option only)

Monthly  Quarterly  Half-yearly  Annually

In arrears, commencing on

(Tick one box only and if you choose (1) insert the date and if you choose (3) circle the chosen anniversary.)

(1) (dd/mm/yyyy)

OR

(2) the date of the deed, or

OR

(3) the  anniversary of the deed

and such repayments shall be paid until the earlier of the exhaustion of the Trust Fund or the death of the Settlor (or where there are two Settlers, the death of the survivor).

- iii) Where there are two Settlers, the repayments under Clause F (ii) shall be paid:
- a) while both Settlers are alive to them in equal shares absolutely
- b) after the death of one Settlor, to the survivor during their lifetime.

(The provisions of this Clause apply to the Access Fund (if selected) in the same way as they apply to the Gifted Fund. If nothing is entered in Clause F(ii) 1 or 3 above, 2 will be the default.)

## G. Special power of advancement for the Settlor over the Access Fund

- i) The Trustees may until the expiry of the Trust Period advance to the Settlor (if then living) any policy segments forming part of the Access Fund.
- ii) Where there are two Settlers living and both have mental capacity, any request must be made by both Settlers.
- iii) Where there are two Settlers, but one has died or lost mental capacity, a request can be made by the survivor or the one who retains mental capacity.

## H. The Discretionary Trust

**Subject and without prejudice to the Settlor's Rights:**

- i) the Trustees shall hold the Trust Fund upon trust for such one or more of the Discretionary Beneficiaries in such proportions and on such trusts as to both capital and income and with and subject to such powers and provisions dispositive or administrative in character and whether or not incorporating powers or discretions exercisable by the Trustees or other persons as the Trustees shall by deed or deeds executed during the Trust Period revocably or irrevocably appoint

**Provided Always:**

- a) No appointment and no revocation of any revocable appointment shall be valid without the written consent of the Settlor if then living (and if there are two Settlers, without the consent of both Settlers if alive and after the death of one Settlor, without the consent of the survivor);
- 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 on this Deed or by law;

## H. The Discretionary Trust (continued)

- ii) the Trustees shall, in default of such appointment or so far as no such appointment shall extend, have power exercisable during the Trust Period to accumulate the income of the Trust Fund as an addition to capital and subject to any and every exercise of such power 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 (exclusive of the others or other) of the Discretionary Beneficiaries as the Trustees shall in their absolute discretion determine
- iii) subject as aforesaid the Trustees shall hold the Trust Fund as to both income and capital upon trust for the Named Beneficiaries in the Appropriate Shares specified in Clause E(i) and if no such shares are specified and there is more than one Named Beneficiary in equal shares
- iv) the Trustees may at any time or times advance to any Discretionary 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)
- v) without prejudice to any exercise of the power conferred on them by Clause K (vii), the Trustees may at their sole discretion and in such manner as they see fit apply any income arising to which a Discretionary Beneficiary who is under the age of 18 years is entitled for his maintenance, education or benefit. Income which is not so applied shall be accumulated and added to the capital of the Trust Fund

## I. Bare Trust Provisions

Subject and without prejudice to the Settlor's Rights:

- i) the Trustees shall hold the Trust Fund upon trust for the Named Beneficiaries in the Appropriate Shares specified in Clause E (i) and if no such shares are specified and there is more than one Named Beneficiary then in equal shares
- ii) notwithstanding that a Named Beneficiary is under the age of 18 years, he is nevertheless entitled to any income produced by the capital of the Trust Fund to which he is entitled
- iii) Subject and without prejudice to any exercise of the power conferred on them by Clause K(vii) the Trustees may (at their sole discretion and in such manner as they think fit) apply the whole or such part or parts of the income, whenever arising, to which a Named Beneficiary who is under the age of 18 years is entitled for or towards his maintenance, education or benefit. Income which is not so applied shall be retained by the Trustees who shall hold the same with and subject to the administrative powers and provisions of this Deed which are applicable to the Trust Fund upon trust for the Named Beneficiary absolutely.

## J. Appointment and removal of Trustees

- i) There shall at all times be at least one Trustee but no more than four Trustees.
- ii) While the Settlor is alive and of full mental capacity, he shall have power to:
  - a) appoint by deed new or additional Trustees
  - b) dismiss by deed any Trustee.(and where there are two Settlers both of whom are alive and of full mental capacity, the power shall be exercised by them jointly, and where only one is alive or of full mental capacity, by such Settlor alone.)
- iii) After the death or incapacity of the Settlor, the statutory power of appointing new trustees contained in Section 35 of the Trustee Act 1961 (which enables the Trustees to appoint new or additional trustees) shall apply to the trust.
- iv) Without prejudice to all other powers, where a Trustee ("the Missing Trustee") cannot be found and the other trustee or trustees ("the Remaining Trustees") have made all reasonable efforts to trace him, the Remaining Trustees may by deed discharge the Missing Trustee. A recital in that deed that the Missing Trustee cannot be found and that all reasonable steps have been made to trace him shall be conclusive evidence in favour of any Person dealing with the Trustees in good faith.
- v) Where the Settlor is alive and of full mental capacity, any Trustee may retire by giving to the Settlor 30 days' written notice (and where there are two Settlers both of whom are alive and of full mental capacity, notice shall be given to both of them, and where only one is alive or of full mental capacity, notice shall be given to such Settlor alone).
- vi) Where there is no Settlor alive or with full mental capacity and provided that there would not otherwise be a single Trustee, any Trustee may retire by giving to the other Trustees 30 days' written notice.

## K. Trustees' Powers

The Trustees shall have the following powers in addition to any other powers conferred upon them by law, namely

- i) to retain the Trust Fund in its present state and to invest the Trust Fund in or upon the security of such investments or property of whatsoever nature and wheresoever situated and whether producing income or not (including but not restricted to policies of life insurance) and to vary any investments so made as the Trustees may determine as if they were absolute owners of the Trust Fund
- ii) to purchase land or any interest in land (including a part share) in any part of the British Isles



## K. Trustees' Powers (continued)

- iii) to delegate the investment of the Trust Fund on a wholly discretionary management basis
- iv) to borrow money on such terms as the Trustees think fit
- v) to lend any money to any beneficiary either free of interest or upon such terms relating to interest and repayment of capital with or without security as the Trustees shall in their absolute discretion think fit
- vi) to take out or take over policies of assurance on the life of any person with full power to cancel, vary or otherwise deal with any policies as if they were absolute owners of those policies
- vii) to make over the Trust Fund or the share thereof and the income of it to which a beneficiary under the age of 18 years may be entitled either to the parent or guardian of such beneficiary or to any person who may be acting or willing to act as guardian of such beneficiary although not legally appointed so to act and the receipt by such parent or guardian or other person shall be sufficient discharge to the Trustees
- viii) to appropriate any part or parts of the Trust Fund in or towards the satisfaction of the interest of any beneficiary and may for such purpose place such value on any property as they think fit
- ix) to exclude the apportionment of receipts between capital and income
- x) to employ one or more of their own numbers or other suitably qualified person to advise upon the administration of the trusts of this Deed, and to pay such person or persons out of the Trust fund appropriate remuneration for his or their services without prejudicing the right of such person to resign as if he were a gratuitous trustee
- xi) to release or restrict the future exercise of any power (whether dispositive or administrative) conferred on them
- xii) to amend or add to the administrative provisions of this Deed by deed or deeds.

## L. Miscellaneous Provisions

- i) Subject to the requirements of proviso (A) to clause E(i) above (when applicable) the Trustees shall act unanimously.
- ii) Notwithstanding that a beneficiary is absolutely and 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 to call for the sale 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.
- iii) 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 revocation of the agent's authority where applicable), and such person shall not be concerned to see to the application of such money.
- iv) A Trustee shall not be liable for any loss to the Trust Fund unless that loss is caused by his own fraud or wilful default. Any liability of a Trustee shall be restricted to liability for his own actions or omissions only.
- v) 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.
- vi) Wherever it shall be necessary in connection with the affairs of this Trust for the Trustees to exercise any power, discretion or authority:
  - 1. 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
  - 2. 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.
- vii) This Trust Deed shall be irrevocable.
- viii) Section 31 of the Trustee Act 1961 shall not apply.

## M. Trustees' remuneration and liability

- i) Every Trustee shall be entitled to charge and be paid such remuneration upon such terms as may have been agreed:
  - a) with the Settlor (and if there is more than one Settlor with mental capacity, with all such Settlers) prior to being appointed; or
  - b) with the other Trustee or Trustees on appointment; or
  - c) in the case of a company authorised to conduct trust business in accordance with its published terms for acting as a trustee.
- ii) In any situation where there has been no agreement within sub-clause (i), the statutory provisions of Section 29 of the Trustee Act 2001 (which authorises the remuneration of trust corporations and Trustees who act in a professional capacity) shall apply.

## M. Trustees' remuneration and liability (continued)

- iii) Provided always that the Settlor and the Spouse for the time being of the Settlor shall not be entitled to remuneration as a Trustee in any way.
- iv) A Trustee (other than a Trustee who acts in a professional capacity) shall not be liable for any loss to the Trust Fund unless that loss was caused by his own fraud or wilful default.

## N. Proper law of the deed

The proper law of this Trust shall be that of the Isle of Man. All rights under this Trust shall be governed by and construed according to the laws of the Isle of Man. The Courts of the Isle of Man shall have exclusive jurisdiction to hear all disputes concerning this Trust.

## O. Exclusion of the Settlor

With the exception of:

- a) the Settlor's Rights
- b) the Special Power of Advancement over the Access Fund in Clause G (if applicable)

and notwithstanding any provision contained in this Deed, no discretion or power conferred by the trusts hereof or the general law on the Trustee or the Settlor shall be exercised and no provision of the Deed shall operate directly or indirectly so as to secure or permit any part of the Trust Fund or the income thereof to be or become lent to or in any way paid, payable, transferred or applied or applicable for the benefit of the Settlor.

## P. Data Protection

This form collects your personal data. We require your personal data so we can provide you with services relating to the performance of your contract. You may ask us to stop processing your data, however this may disrupt the services Friends Provident International can provide to you or may stop us being able to assist you. To find out how long we will keep your data, please refer to our privacy policy at <https://www.fpinternational.com/legal/privacy-and-cookies>. Any data you provide to Friends Provident International may be shared, if allowed by law, with other companies both inside and outside of Friends Provident International and to persons who act on your behalf. Data and information about you can be transferred outside of the Isle of Man and Friends Provident International may be required to provide it to its regulator, its government or anyone else required by law.

Friends Provident International will use your data and information to allow for the administration of your policy, prevent crime, prosecute criminals and for market research and statistics. Friends Provident International will, at all times, make sure that your data and information is only used in ways that are allowed by law.

You can receive a copy of the information Friends Provident International holds about you free of charge by writing to our Data Protection Officer at: Friends Provident International Limited, Royal Court, Castletown, Isle of Man IM9 1RA, or by emailing [DPO@fpiom.com](mailto:DPO@fpiom.com). We can reserve the right to not send you your personal data in some circumstances - if we do we will write to you setting out the reasons why.

Our full privacy policy can be viewed at <https://www.fpinternational.com/legal/privacy-and-cookies> or can be obtained by requesting a copy from our Data Protection Officer.

## Q. Signatures

Each signature must be witnessed by an independent person, who is aged 18 or over and is not a party to the trust.

SIGNED AND DELIVERED AS A DEED by the said

	Settlor 1	Settlor 2
Full name	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
Witness		
Full name	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>

SIGNED AND DELIVERED AS A DEED by the said

	Additional Trustee 1	Additional Trustee 2
Full name	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
Witness		
Full name	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>

	Additional Trustee 3	Additional Trustee 4
Full name	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
Witness		
Full name	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>

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