



Buy Out/Replacement Policy – Trust Deed

Important information

Advice

You should seek advice from your own legal and financial advisers to make sure that you're making the right decision. You should do this before completing this deed.

Completing this Deed

Please complete this deed in writing. Please use block capitals (except for signatures) and always give full names. Please don't use correction fluid.

Witnesses and Customer Security

Each person's signature must be witnessed by an independent adult (ie not a party to the deed).

In the interests of customer security, Aviva reserves the right to:

- contact customers and their witnesses, and
- to verify the identities, signatures and/or addresses of any parties to this deed.

If you don't provide full contact details the registration of this deed could be delayed.

Deletions

If you make a deletion on the deed, you need to do it before the deed has been signed. You must make sure that each deletion has been initialled by all the signatories.

Your Personal Information

We collect and use your Personal Information as part of this trust process. If you would like more information about how we use and process Personal Information and your rights in relation to it, you can find further detail in our full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR.

This Declaration of Trust with the power of appointment is made on _____ (insert full date)

Insert the date on which the Settlor signs the deed. Do not backdate or forward-date this deed.

By _____ ('the Settlor')

Insert the name of the person who wants to put his Buy Out/Replacement Policy, or his proposed policy into trust, in line three.

The number(s) of my Buy Out/Replacement Policy _____ ('the Policy')

Insert the policy number, in line four.

Accordingly I declare that: I intend to hold the Policy as Trustee for the beneficiaries described below and subject to the trust provisions appearing overleaf and wish to appoint the Additional Trustee(s) named in the Schedule overleaf as Trustees of the Policy. I declare that I hold the Policy in trust as described above, and (where relevant) in exercise of the statutory power of appointing trustees and of every other enabling power I appoint the Additional Trustee(s) to be Trustee(s) of the Policy jointly with me and I assign the Policy to the Additional Trustee(s) and myself jointly.

SECTION A: Initial Beneficiaries. (Please use BLOCK LETTERS and do not insert the settlor's name)

Insert the full name(s) of those persons who will be entitled to benefit from the proceeds of the Policy if no appointment is made. Where more than one person is placed in Section A, each person's share should be written as a percentage. All percentages must add up to 100%. See full note on front page.

Initial Beneficiary Name	% Share

I hereby declare that the powers of appointment are vested in the Settlor while living (Please delete words in bold if appointments are to be made by all the Trustees).

If the Settlor wants to exercise this power of appointment on his own during his lifetime, do **not** delete the sentence in bold. If this power is to be exercised by all the Trustees acting together (including the Settlor), delete the sentence in bold.

Signed and Delivered as a Deed by the Settlor	
in the presence of	
Witness's Signature	Full Name and Address

The Settlor **must** sign in line one.

Schedule of Additional Trustees. Please use BLOCK LETTERS

The additional Trustees should sign this Schedule at the same time as the Settlor completes this deed. The Settlor must appoint at least one additional trustee.

Surname and title	Forenames
Address	
Signature	

Signature showing acceptance of appointment

Surname and title	Forenames
Address	
Signature	

Signature showing acceptance of appointment

Trust Provisions and Definitions

1. In this deed (unless the context does not admit) the singular includes the plural and the masculine includes the feminine, and vice versa in both cases; and

'Child' and **'Grandchild'** includes any illegitimate child, adopted child or step-child;

'Closing date' shall be the date of the second anniversary of the Settlor's death;

'Company' means any life insurance company at any time within the Aviva plc group of companies;

'Potential beneficiaries' means:

- a) the Initial Beneficiaries;
- b) any Spouse or former Spouse of the Settlor;
- c) any child or remoter descendant of the Settlor;
- d) any Spouse or former Spouse of any such child or remoter descendant;
- e) any person (other than the Settlor) or charity nominated in writing by the Settlor to the Trustees to be a Potential beneficiary;
- f) any person (other than the Settlor) who has an interest in the estate of the Settlor by will or codicil, under intestacy rules, by right of survivorship or otherwise.

'Spouse' includes a surviving spouse, whether or not for the time being remarried where the context so admits. It also includes a civil partner or surviving civil partner;

'Trustees' means the Trustee or Trustees inclusive of the Settlor where applicable for the time being of these trusts, whether original, additional or substituted.

'Trust fund' means all benefits payable under the Policy as a lump sum on the death of the Settlor and any income or addition thereto.

'All other benefits' means all other benefits, rights and privileges to which the Settlor or anyone else is entitled pursuant to the Policy.

2. The Trustees hold the Trust fund upon the trusts and subject to the powers and provisions set out below;

- a) For the benefit of one or more of the Potential beneficiaries in such proportions and subject to such trusts as the Trustees in their absolute discretion shall appoint provided that no appointment shall be made after the "Closing" date.

b) In default of and subject to and until any and every appointment the Trust fund shall be held by the Trustees to exercise all lawful powers available to them by this trust or otherwise and make such payments from the Trust fund as may be necessary and lawful and subject as aforesaid the Trustees shall:

- i) During the lifetime of the Settlor accumulate income (if any) of the Trust fund and add it to the capital without regard to any revocable exercise of the power of appointment.

- ii) During the period of two years or less between the death of the Settlor and any final irrevocable appointment and subject to any previous appointments pay or apply any income of the Trust fund arising in that period to or for the benefit of any one or more of such Potential beneficiaries in such shares (if applicable) and at such time or times as the Trustees think fit.

c) Subject as aforesaid at the determination of the trust period the Trust fund shall be held upon trust for the benefit of the Initial beneficiaries in such shares as are set out in Section A.

d) Subject as aforesaid upon failure of any of the trusts as aforesaid the trust fund shall be held for the Initial beneficiaries and in such shares as are set out in Section A.

3. The Trustees shall hold all other benefits upon trust for the persons entitled to such benefits under the Policy.

4. Any option or power conferred by the Policy shall be exercisable by the person specified for the purpose in the Policy and any such person may exercise the option or power without regard to the trusts herein declared notwithstanding that he or she is a Trustee of such trusts.

5. The Trustees shall have the following powers in respect of the Trust fund;

- a) The power of appointment in favour of beneficiaries is only exercisable by all the Trustees acting together.

- b) Appointments: may be revocable or irrevocable; must be made by deed; may give powers or discretions (administrative or beneficial in character) to the Trustees or anyone else; may not be made or revoked after the Closing date.

- c) The Trustees shall have the power of advancement given by Section 32 of the Trustee Act 1925 but it shall apply to the whole of any beneficiary's contingent or prospective share of capital.

- d) Insofar as the law permits the Trustees are to have the following powers in addition to all powers conferred by law:
- i) Subject to Clause 4 hereof, to sell, surrender, convert or deal with the trust fund in whole or in part as if the Trustees were absolute owners beneficially entitled.
 - ii) To borrow with or without security for any purpose and from any person other than the Settlor upon such terms as to repayment, interest or otherwise as the Trustees shall think fit.
 - iii) To release in writing, (in whole or in part) and subject to such conditions as they decide, all or any of the powers (including this power) and discretions vested in them.
 - iv) To lend money the subject of the Trust fund to any one or more of the Potential beneficiaries on such terms as to interest and security (if any) as they decide in their absolute discretion, having due regard to their responsibilities as Trustees provided always that this power can only be exercised where the Trustees are not less than two in number (including a Trustee other than the Settlor or the Settlor's Spouse) or a trust corporation and provided always that any loan must be repaid prior to the Closing date.
 - v) To invest or lay out part or all of any money for the time being in their hands or under their control in income producing or non-income producing assets (such as policies of life assurance) of whatsoever nature and wheresoever situate as they, in their absolute discretion, think fit to the intent that they are to have the same powers of investment and laying out of trust moneys as if they were the absolute beneficial owners thereof free from any obligation to diversify.
 - vi) To accept as good and sufficient discharge a receipt given by a parent or guardian of any beneficiary handicapped by minority or otherwise in respect of any income or capital paid to or applied for the benefit of such beneficiary.
 - vii) To delegate to any person or corporation (wheresoever situate or resident) the exercise of any of the powers of investment or management of the property for the time being forming the whole or part of the Trust fund the subject of this trust, whether such powers are conferred by this trust or by law and to transfer title to any such trust property to such person or corporation for the purposes of such investment or management.
6. The Settlor has the power to appoint new Trustees, whether additional or replacement Trustees.
 7. The Settlor, the Settlor's estate and the Settlor's legal personal representatives will at no time have any beneficial interest or other interest in the Trust fund.
 8. The Settlor will have the power to dismiss any Trustee by deed giving 30 days notice to such Trustee. The dismissal will not take effect unless and until there is at least one corporate or two individual Trustees to act as continuing Trustees.
 9. The Settlor has the power to release in writing (in whole or part) and subject to such conditions as the Settlor decides, all or any of the powers (including this power) vested in him.
 10. If the Settlor is or becomes afflicted by mental incapacity any power vested in or act required to be done by the Settlor is to be vested in or fall to be done by such person (if any) as would enjoy such power or be entitled to do such act if the Settlor were dead.
 11. The Trustees may transfer any part of the administration of these trusts outside the United Kingdom and persons who are resident outside the United Kingdom may be appointed Trustees of these trusts.
 12. The Company is not to be accountable for the exercise of all or any of the powers set out in this trust or the uses of money derived therefrom.
 13. Any Trustee (other than the Settlor or any Spouse of the Settlor) being a solicitor or other person or corporation engaged in any profession or business may charge and be paid all usual professional and business charges for business transacted, time expended and acts done by him or it (or any employee or partner of the Trustee) in connection with these trusts, including acts which a Trustee not being in any profession or business could have done personally.
 14. These trusts are to be governed by and construed in accordance with the laws of England.
 15. (a) if pursuant to the Policy the Settlor elects that such pensions as are to be purchased by application of the capital or other cash sum payable under the Policy shall be purchased from a pension provider other than the Company, the sum so applied shall be regarded as freed from the trusts hereof.
(b) if pursuant to the Policy the Settlor elects to transfer the value of the Policy to another scheme or arrangement, the value transferred shall be regarded as freed from the trusts hereof.

General Notes

About this deed

This deed can be used by either an existing or a potential holder of a Buy Out/Replacement Policy. This person is called 'the Settlor' in the rest of this deed.

Benefits

1) Guaranteed Minimum Pension and Post 1997 Salary Related Contracted Out Rights – Where the Settlor was contracted out of the State Earnings Related Pension scheme or State Second Pension under the pension scheme from which the transfer value was received, the Policy may contain Guaranteed Minimum Pensions and/or Post 5th April 1997 Salary Related Contracted Out Rights. The Policy conditions deal with these. Since they are likely to mean that a surviving Spouse's or surviving civil partner's pension will need to be purchased where the Settlor dies before taking a pension under the Policy, the lump sum payable under the Policy in these circumstances will be reduced to take this into account.

Advice

If you have any doubts about the tax consequences of this deed or any other aspect of it, you should seek advice from your own adviser, for example your financial consultant or solicitor.

Completing this deed

Please complete this deed in ink or by typewriter. Please use block letters (except for signatures) and always give full names. Please do not use correction fluid.

Witnesses

The Settlor's signature must be witnessed by an independent adult.

Deletions

If you want to alter this deed by making deletions to it, you must make the deletions before the deed is signed and you must make sure that each deletion is initialled by all the Trustees (including the Settlor).

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