

# Group Life Insurance Scheme Rules

For use when the Principal Employer is a  
Non Limited Company such as a charity or  
partnership

# Important notes

**These Rules are designed to be used where the Principal Employer that is setting up the Scheme is either a Partnership, a Sole Trader or an Unincorporated Body such as a charity or a club. If the Principal Employer is any of these types of employer, it cannot itself act as the trustee. In all cases, at least two Individual Trustees should be appointed.**

## 1 Using the Rules

Partnerships and Unincorporated Bodies should complete the Rules in accordance with the provisions of their constitution.

The Rules are made as a Deed and the wording is designed to ensure that the Scheme is established under an irrevocable trust. Any amendment or deletion in this document should be initialled by the persons who sign it.

The Finance Act 2004 requires that a Scheme Administrator is appointed for the purposes of that Act. The rules assume that the Scheme Administrator is the Trustee of the Scheme. When executing this Deed the Trustees accept the appointment as Scheme Administrator. Future changes in Trustees will need to reflect the resulting change in Scheme Administrator.

## 2 Completing and signing the Rules

Please make arrangements, without delay, for completing and signing the Rules. Please return them to Aviva. Before you complete or sign the Rules, you are strongly recommended to consult your own Solicitors.

If you are happy with the Rules, please arrange for the Appendix at the end of the document to be completed and signed. Completion and signature of the Appendix will mean completion of the Rules as a Deed.

The Rules contain provisions applicable to companies in England, Wales or Northern Ireland and the trust law is the law of England and Wales. If a different law is to apply, you will need to consult your Solicitors regarding the appropriate form of execution and the provisions of the Rules generally.

## 3 Tax Relief and Exemptions

The Scheme will not qualify for tax relief and exemptions unless the Scheme Administrator registers the Scheme with His Majesty's Revenue & Customs.

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# 1. Introduction And Meaning Of Words Used

## 1A. Introduction

These Rules of the Scheme were made as a Deed on the Deed Date between the Principal Employer and the Original Trustees.

The Principal Employer sets up the Scheme with effect from the Start Date, for the purpose of providing the payments of the type specified in section 164 of the Finance Act 2004, for Eligible Employees who are admitted to membership of the Scheme. The Scheme may also make the payments of the type specified in section 175 of the Finance Act 2004, to or in respect of employers that participate in the Scheme.

The Principal Employer appoints the Original Trustees to be first trustees and Scheme Administrator of the Scheme.

The Scheme shall be known by the Scheme Name.

The Trustees shall hold all the contributions and other assets which they receive, the property representing them and all the income on irrevocable trusts with and subject to the powers and provisions contained in these Rules, to provide benefits in accordance with these Rules.

The Trustees may place monies received by them for the Scheme in an account with a building society or bank with or without requiring interest.

The Trustees will apply the contributions received by effecting contracts with an Insurance Company for the purpose of providing life insurance and, where appropriate, other benefits for the purposes of the Scheme.

The Trustees will administer the Scheme in accordance with the provisions of these Rules.

No person shall have any right to enforce any terms of these Rules by virtue of the Contracts (Rights of Third Parties) Act 1999.

In this Rule 1A “Start Date”, “Deed Date”, “Principal Employer” and “Scheme Name” have the meanings specified in the Appendix.

## 1B. Meaning Of Words Used

In the interpretation of these Rules, unless the context requires otherwise:

- the singular includes the plural and vice versa;
- words denoting one gender include the other gender;
- a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. References to statutes or statutory provisions only apply to United Kingdom statutes, not extending to Northern Ireland.

**Absence Laws** means (a) the laws relating to unfair maternity, paternity leave, adoption leave and family leave provisions set out in Schedule 5 to the Social Security Act 1989 and (b) the maternity, paternity, adoption or parental leave provisions set out in Part VIII of the Employment Rights Act 1996.

**“Adult Dependant”** means a Member’s unmarried partner (whether of the same or opposite sex) who was alive at the date of the Member’s death and who, in the opinion of the Trustees, at the date of the Member’s death, was financially dependent on the Member or had a financial relationship with the Member of mutual dependence. It does not include a Member’s Civil Partner or any person who is a Dependant.

**Cease Age:** midnight on the day before the age at which cover for a Member ceases as set out in Explanatory Literature applicable to that Member. The maximum age can’t exceed midnight on the day before a Member’s 75th birthday.

**Children’s Pension** means the pension (if any) provided for one or more children of the Member on the Member’s death that is of the amount set out in the Explanatory Literature. It does not include a Spouse’s Pension that is being paid to Pensionable Children.

**Civil Partner** means a civil partner of a Member as defined in the Civil Partnership Act 2004.

**Defined Benefits Lump Sum Death Benefit** has the meaning given in paragraph 13 of Schedule 29 to the Finance Act 2004.

**Dependant** has the meaning given in paragraph 15 of Schedule 28 to the Finance Act 2004. This provides that it means:-

- (1) a person who was married to, or a Civil Partner of, the Member at the date of the Member’s death;
- (2) if the Explanatory Literature so provides, a person who was married to, or a Civil Partner of, the Member when the Member first became entitled to a pension under the Scheme;
- (3) a child of the Member if the child (a) has not reached age 23, or (b) has reached that age and, in the opinion of the Trustees, was at the date of the Member’s death dependent on the Member because of physical or mental impairment; or
- (4) a person who was not married to, or a Civil Partner of, the Member at the date of the Member’s death and is not a child of the Member if, in the opinion of the Trustees, at the date of the Member’s death:-
  - (a) the person was financially dependent on the Member, or
  - (b) the person’s financial relationship with the Member was one of mutual dependence, or
  - (c) the person was dependent on the Member because of physical or mental impairment.

**Dependant’s Annuity** means a pension payable to a Dependant that satisfies the conditions set out in paragraph 17 of Schedule 28 to the Finance Act 2004.

**Dependant’s Scheme Pension** means a pension payable to a Dependant that satisfies the conditions set out in paragraphs 16, 16A, 16B and 16C of Schedule 28 to the Finance Act 2004.

**Discretionary Dependant’s Pension** means the pension (if any) provided at the Trustees discretion for the Spouse or Civil Partner or an Adult Dependant of the Member on the Member’s death that is of the amount set out in the Explanatory Literature.

**Eligible Employee** means a director or employee of an Employer who is eligible to join the Scheme in accordance with the Explanatory Literature and who is in receipt of remuneration from the Employer which does not have to be accounted for to another company or employer and which is treated for tax purposes as employment income as defined in section 7(2) of Income Tax (Earnings and Pensions) Act 2003.

**Employer** means an employer participating in the Scheme. Where the provisions of these Rules require the Employer's opinion, consent or agreement in respect of any particular Member, it shall mean the Member's current Employer.

**Entry Requirements** means the requirements to be met by an Eligible Employee in order to become a Member of the Scheme and which are set out in the Explanatory Literature.

**Equality Laws** means that people with protected characteristics under the Equality Act 2010, have the right not to be discriminated against.

**Explanatory Literature** means the literature issued describing the terms and conditions of the Policy. The literature can include but is not limited to the Policy Wording, Policy Schedule and Member Leaflets.

**HMRC** means His Majesty's Revenue and Customs. Where the context so requires it shall also mean the Board of Inland Revenue.

**Information Laws** means the laws as to the provision of information to HMRC and the keeping of records set out in sections 250 to 252 of the Finance Act 2004.

**Insurance Company** means an insurance company as defined in section 275 of the Finance Act 2004.

**Lump Sum Death Benefit** means the benefit payable in the event of the Member's death before Cease Age and as set out in the Explanatory Literature.

**Member** means a person who has joined the Scheme and is entitled to benefits from the Policy.

**Original Trustees** means the trustees specified in the Appendix.

**Payment Period** means the period during which a Spouse's Pension (if any) shall be paid. Such period is set out in the Explanatory Literature.

**Pensionable Children** means any child of a Member at the date of the Member's death. It includes any natural or adopted child, any child conceived before the death of the Member and any child to whose maintenance the Member was substantially contributing. It excludes any child aged 23 or over and any person who is not a Dependant.

**Pension Increases** means any increases made to a Spouse's Pension (if any) and advised to the Member in accordance with the Explanatory Literature.

**Principal Employer** means the employer which established the Scheme or any other principal employer from time to time of the Scheme.

**Rules** means these rules as amended from time to time.

**Scheme** means the scheme governed by these Rules and named in the Appendix.

**Scheme Administrator** means the person who is, or persons who are, responsible for the discharge of

the functions conferred or imposed on the "scheme administrator" of the Scheme by and under Part 4 of the Finance Act 2004.

**Service** means employment with an Employer.

**Spouse** the legal spouse of the member at the date of death. Any reference to spouse also applies to a member's civil partner registered under the Civil Partnership Act 2004.

**Spouse's Pension** means the pension (if any) provided for the Spouse or Civil Partner of the Member on the Member's death that, is of the amount set out in the Explanatory Literature.

**Trustees** means the Original Trustees or any other trustee or trustees from time to time of the Scheme.

**Uncrystallised Funds Lump Sum Death Benefit** has the meaning given in paragraph 15 of Schedule 29 to the Finance Act 2004.

## 2. Joining The Scheme

Eligible Employees may join the Scheme if they satisfy the Entry Requirements.

The Principal Employer, with the Trustees' consent and with the agreement of the Insurance Company, may:

- (a) permit any Eligible Employee who does not join at their first opportunity to do so at a later date,
  - (b) vary the definition of "Entry Requirements" for any Eligible Employee or category of Eligible Employees,
- Or
- (c) allow a director or employee of an Employer who is not an Eligible Employee to join the Scheme (in which case references to "Eligible Employee" in these Rules include such a director or employee).

The terms on which employees join the Scheme shall comply with the Equality Act 2010.

The Scheme shall (subject to the consent of the Principal Employer) be open to employees of a non-UK resident Employer that is carrying on a trade in the UK through a branch or agency, if they have employment income as defined in section 7(2) of the Income Tax (Earnings and Pensions) Act 2003.

## 3. Contributions By Members And Employers

### 3A. Contributions By Members

No contributions can be paid by Members into this Scheme.

### 3B. Contributions By Employers

Each Employer will pay to the Trustees such contributions as the Principal Employer decides are necessary to provide the benefits under the Rules.

No contributions shall be made to the Scheme other than by an Employer or a body corporate, partnership or individual that would be a Participating Employer except that the formal requirements for adhering to the Scheme have not been completed.

## 4. Benefits Payable On Member's Death

### 4A. Lump Sum Death Benefit

On the death of a Member in Service before the Cease Age (other than any such Member to whom Rule 5 applies) the benefit will be an amount equal to the Lump Sum Death Benefit.

No benefit will be payable in any other circumstances except any benefit granted in accordance with Rule 8.

### 4B. Payment Of Lump Sum Death Benefit

The Trustees will pay any lump sum payable under this Rule to one or more of the Beneficiaries or apply it for their benefit in such proportions as they see fit. Alternatively, they may pay such lump sum to the Member's personal representatives. If the lump sum is either a Defined Benefits Lump Sum Death Benefit or an Uncrystallised Funds Lump Sum Death Benefit, it must be paid within 2 years of the Member's death.

If the Trustees do not select one or more Beneficiaries to receive the lump sum and there is no will of the Member under which it will pass and the only successor on the Member's intestacy is the Crown or the Duchy of Lancaster or Cornwall, no benefit will be payable. Interest will only be added if the Trustees so determine.

The 'Beneficiaries are:

- the Member's surviving spouse or Civil Partner
- the grandparents of the Member, their surviving spouse or Civil Partner
- the descendants of any of those grandparents (and the Spouses, surviving spouses or Civil Partners, of those descendants)
- the Member's Dependants
- any person (except the Crown or the Duchy of Lancaster or Cornwall) with an interest in the Member's estate or any person nominated by the Member in writing to the Trustees
- any charity or club nominated by the Member, or nominated by the Employer as a charity or club which the Employer believes the Member might have chosen, or chosen by the Trustees.

So long as no-one other than Beneficiaries can become entitled the Trustees may:

- (i) direct that all or part of the lump sum will be held by themselves or other trustees on such trusts (including discretionary trusts) and with such powers and provisions (including powers of selection and variation) as the Trustees see fit; or
- (ii) pay all or part of the lump sum to the trustees of any other existing trust.

### 4C. Lump Sum paid in the form of a pension

A Member may during his lifetime make a written request to the Trustees to apply all or part of any lump sum payable under the Rules on his death that would otherwise be treated as a lump sum as described in Rule 4B to provide one or more Dependant's Annuities to commence on the Member's death.

The Member may at any time after making such a request nominate a Dependant or Dependants to receive such a pension. The Trustees shall take account of any nomination made by the Member but shall not be bound by it.

Any nomination made by the Member in accordance with this Rule, shall cease to apply if the Member revokes it in writing or if on the Member's death there is no person qualifying as a Dependant of the Member.

The Trustees will not agree to such a request where the application of the lump sum to provide such a pension for any Dependant of the Member, could result in that pension being an annuity that would not satisfy the conditions for the pension to be treated as a Dependant's Annuity.

### 4D. Death of Member after age 75

We do not provide cover for members past the age of 75.

### 4E. Spouse's Pension (if any)

If the Explanatory Literature provides for a Spouse's Pension and a Member dies in Service before Cease Age leaving a surviving Spouse or Civil Partner, a Spouse's Pension will be payable in accordance with the Explanatory Literature and in the manner and subject to the conditions set out below.

If a Member dies leaving Pensionable Children and no surviving Spouse or Civil Partner, or if the surviving Spouse or Civil Partner dies while there are still Pensionable Children surviving, the Spouse's Pension will still be paid. It will be paid to one (or divided among more than one) of the Pensionable Children or be applied for their use and benefit in such manner and such proportions as the Trustees see fit from time to time. It may be paid to the guardian or some other person or a fixed or discretionary trust for the benefit of any or all of them.

Payments to or for the benefit of Pensionable Children will be made for as long as they continue to qualify as Pensionable Children.

If a Member dies leaving more than one surviving Spouse, the Trustees shall decide which surviving Spouse shall receive the Spouse's Pension or whether (and if so how) it will be divided between the surviving Spouses.

The receipt of the person whom the Trustees pay will be a discharge to the Trustees.

No Spouse's Pension will be payable on the death of a Member to whom Rule 5 applies.

Any Spouse's Pension shall satisfy the conditions applicable to a Dependant's Scheme Pension or a Dependant's Annuity.

### 4F. Children's Pension (if any)

If the Explanatory Literature provides for a Children's Pension and a Member dies in Service before Cease Age leaving surviving children who qualify for a Children's Pension, a Children's Pension will be payable in accordance with the Explanatory Literature and in the manner and subject to the conditions set out below.

A Children's Pension will be paid to one (or divided among more than one) of the children who qualify for it or be applied for their use and benefit in such manner and such proportions as the Trustees see fit from time to time. It may

be paid to the guardian or some other person or a fixed or discretionary trust for the benefit of any or all of them.

Payments to or for the benefit of children who qualify for it will be made for as long as they continue to qualify for it.

The receipt of the person whom the Trustees pay will be a discharge to the Trustees.

No Children's Pension will be payable on the death of a Member to whom Rule 5 applies.

Any Children's Pension shall satisfy the conditions applicable to a Dependant's Scheme Pension or a Dependant's Annuity.

## **4G. Discretionary Dependant's Pension (if any)**

If the Explanatory Literature provides for a Discretionary Dependant's Pension and a Member dies in Service before Cease Age leaving a Spouse, a Civil Partner or an Adult Dependant, the Trustees may pay the Discretionary Dependant's Pension to such one of the Member's Spouse, Civil Partner or Adult Dependents as they see fit. The Discretionary Dependant's Pension will be payable in accordance with the Explanatory Literature and in the manner and subject to the conditions set out below.

If a Member dies leaving Pensionable Children and no surviving Spouse, Civil Partner or Adult Dependant, or if the person granted the Discretionary Dependant's Pension dies while there are still Pensionable Children surviving, the Discretionary Dependant's Pension will still be paid. It will be paid to one (or divided among more than one) of the Pensionable Children or be applied for their use and benefit in such manner and such proportions as the Trustees see fit from time to time. It may be paid to the guardian or some other person or a fixed or discretionary trust for the benefit of any or all of them.

The receipt by the person to whom the Trustees pay will be a discharge to the Trustees.

No Discretionary Dependant's Pension will be payable on the death of a Member to whom Rule 5 applies.

Any Discretionary Dependant's Pension shall satisfy the conditions applicable to a Dependant's Scheme Pension or a Dependant's Annuity.

## **5. Early Leavers**

Membership of the Scheme will cease on the earliest of either the day a Member leaves Service or ceases to be an Eligible Employee. A Member may also, with the agreement of the Trustees and Principal Employer, choose to leave the Scheme whilst remaining in Service.

When membership of the Scheme ceases, the right to benefits payable under Rule 4 on death also ceases.

## **6. Member Away From Work**

### **6A. Temporary Absence From Work**

The Employer may agree with the Trustees and the Insurance Company any special provisions to apply to Members in Service who are temporarily absent from work. These provisions may apply to one Member only, to

a category of Members or to all Members. A Member to whom special provisions apply will be told in writing.

The Scheme shall comply with the requirements of the Absence Laws (see Rule 6C).

### **6B. Keeping Certain Leavers In The Scheme**

The Employer may agree with the Trustees and the Insurance Company to treat certain Members as if they are still in Service, even though they have left Service. The Employer will also agree with the Trustees and the Insurance Company special rules to apply to these Members. A Member to whom special provisions apply will be told in writing.

A Member can be treated as still in Service indefinitely if it is injury or ill-health which prevents a return to employment except that if the Member has left for any other reason then it is subject to any limit imposed by the Insurance Company that is for the time being insuring the benefits of the Scheme. The Scheme shall comply with the requirements of the Absence Laws (See Rule 6C).

### **6C. Periods of Leave**

If a Member's Service is interrupted by a category of leave covered within the Absence Laws, the Member will be treated as if Service had continued throughout such a period uninterrupted insofar as this is required by the Absence Laws. Contributions payable, rights accruing and benefits arising in respect of such a period will be in accordance with the requirements of the Absence Laws.

## **7. General Rules About Benefits**

### **7A. Payment of Pensions**

Pensions are payable in monthly instalments throughout the Payment Period except that the Trustees may with the consent of the Insurance Company pay small pensions less frequently.

No part repayment is necessary in the event of death.

### **7B. Pension Increases**

Each pension in payment will increase each year by the amount of the Pension Increase on a date decided by the Trustees and agreed with the Insurance Company.

### **7C. Deduction of Tax**

The Scheme Administrator may deduct from any payment under the Scheme, an amount equal to any tax for which the Scheme Administrator may be liable to account to HMRC in respect of that payment under the provisions of the Finance Act 2004 or the Income Tax (Earnings and Pensions) Act 2003. Such power shall extend to any tax for which the Scheme Administrator may be liable.

The Scheme Administrator may enter into arrangements with an Insurance Company with whom the Trustees have effected an annuity policy to the effect that the Insurance Company will pay to HMRC any income tax for which the Scheme Administrator would otherwise be liable.

If any liability for inheritance tax or any other fiscal imposition arises in respect of any benefit under the Scheme, the Scheme Administrator may apply the benefit in whole or in part in the payment of such tax (including any interest due) and deduct the amount so paid from the benefit or postpone the payment of the benefit until the liability has been met or provision made for it to its satisfaction.

For the avoidance of doubt, the provisions of this Rule include any income tax charges created by or arising out of the provisions of the Finance Act 2004.

## **7D. Unauthorised Payments**

Notwithstanding anything to the contrary in the Rules, no Member, other beneficiary or Employer will be entitled to receive or benefit from an unauthorised payment as defined in Part 4 of the Finance Act 2004.

## **7E. HMRC Information Requirements**

The Scheme Administrator and the Employer will comply with the requirements of the Information Laws.

In a way that complies with the Information Laws, any person who is, or has been, the Scheme Administrator, a Trustee or an Employer shall preserve any documents in their possession or under their control in relation to the Scheme.

## **7F. Restrictions On Insured Benefits**

Any benefits insured with an Insurance Company will be subject to any restrictions imposed by the Insurance Company with which they are insured.

## **7G. Unclaimed Benefits**

Any benefit which remains unclaimed for 6 years after it has become payable will be forfeited. The Trustees may with the approval of the Employer pay an equivalent benefit either to the person who has forfeited the benefit or, if that person is a Member, to one of their Dependants or divide it between any of them or apply it for their benefit in such a way and in such shares as the Trustees see fit.

## **7H. Beneficiary Who Is Incapable**

If the Trustees consider that a beneficiary is incapable of acting (by reason of illness, mental disorder, minority or otherwise) they may apply any amounts due for the beneficiary's benefit or may pay them to some other person or persons to do so. The receipt of the person or persons to whom they pay will be a discharge to the Trustees. Any decision required to be made under the Scheme by the beneficiary may be made by the Trustees.

## **7I. Equality Laws**

The terms on which Members are treated shall comply with the Equality Act 2010.

## **7J. Benefits Not Assignable**

If a Member or other beneficiary attempts to assign or charge any benefit or if any event occurs by which any benefit would become payable in whole or in part to some

other person, entitlement to the benefit will cease. The Trustees may pay an equivalent benefit either to the person concerned or to one of the Member's Dependants or divide it between any of them or apply it for their benefit in such a way and in such shares as the Trustees see fit. They may not, however, pay it to anyone in whose favour the person concerned tried to assign or charge the benefit.

## **8. Discretionary Benefits**

If the Principal Employer agrees and the Employer pays any necessary additional contributions the Trustees may, subject to Rule 7A, provide

- (a) increased or additional lump sum or pension benefits payable on death before Cease Age in respect of any Member or a Dependant of the Member
- (b) lump sum or pension benefits payable on death before Cease Age in respect of any Member or a Dependant of the Member different from those set out elsewhere in the Rules or
- (c) lump sum or pension benefits payable on death before Cease Age in respect of any employee or former employee of an Employer or any Dependant of a former employee.

## **9. Trustees and Scheme Administrator**

### **9A. Appointment Of Trustees**

The Principal Employer may by deed appoint new or additional trustees and may remove from office any trustee. Except where a body corporate is the sole trustee there shall be at least two trustees.

In spite of the Trustee Act 1925:

- (a) there shall be no maximum limit on the number of trustees;
- (b) a body corporate (including one that is not a trust corporation as defined in section 68(18) of the Trustee Act 1925) may remain or be appointed a sole trustee.

### **9B. General Powers**

The Trustees may exercise all the powers, rights and discretion in connection with the Scheme necessary or desirable, to enable them to carry out any act deed or thing in connection with the Scheme.

### **9C. Majority And Delegation**

The Trustees may act by majority vote and may delegate powers, rights, duties or discretions to any person and on any terms and may authorise sub-delegation. The production of either

- (i) a written authority signed by all the Trustees, or
- (ii) a copy of the relevant Trustees' resolution certified by at least one Trustee;

shall be sufficient protection to any person acting in good faith in reliance on it. Such a person shall be entitled to act on the assumption that the authority or resolution remains

in force notwithstanding any change of Trustee. If any such authority or resolution is in respect of the giving of receipts or discharges for money payable or property transferable to the Trustees, any such receipt or discharge so given shall take effect as if it had been given by the Trustees.

## 9D. Expenses

The expenses in connection with the establishment, administration and management of the Scheme will be met by the Employers in such proportions as the Principal Employer decides.

## 9E. Trustees' Liability

Without prejudice to any right to an indemnity by law given to trustees, the Trustees (including any former trustee of the Scheme and the officers and employees of any corporate trustee) and any delegate, agent or custodian shall be indemnified jointly by the Employers in respect of all liabilities and expenses incurred in the execution (or purported execution) of the trusts of the Scheme or of the trust duties, powers and discretions vested in the Trustees under the Scheme and against all actions, proceedings, costs, expenses, claims and demands in respect of any matter or thing made, done or omitted in any way relating to the Scheme. No Trustee shall be indemnified:

- (i) against any breach of trust which is proved to be the result of personal conscious wrong-doing or fraud on his part or
- (ii) in respect of any matter for which the Trustees are indemnified by insurance as described in Rule 9F.

No Trustee (and no officer or employee of a corporate trustee) and no delegate, agent or custodian shall be liable for any breach of trust of whatever nature whether committed or omitted by any person save that any such Trustee, officer or person shall be liable (but only he shall be liable) in respect of any breach of trust which is proved to be the result of personal conscious wrong-doing or fraud on his part.

Notwithstanding the above, a Trustee (whether or not a corporate body) engaged in the business of providing a trustee service for payment shall be liable for negligence and shall not be indemnified in respect thereof.

The Trustees shall not be obliged to bring or defend any legal proceedings in relation to the Scheme and shall not be chargeable with any breach of trust in any way in connection with any such omission.

The Trustees (including the officers and employees of a corporate trustee) shall not be liable in respect of any payment or payments of benefit to any person or persons erroneously made by them in good faith.

The Trustees shall not be liable for any loss, which results from having acted upon the advice of any solicitor, accountant, broker, medical practitioner or any other professional person.

## 9F. Charges And Insurance

A person conducting trust business may be appointed on terms and remuneration agreed between it and the Principal Employer. A Trustee who carries on a professional

business may charge for services rendered on a basis agreed with the Principal Employer, as also may a company or firm in which a Trustee is interested.

The Trustees may with the consent of the Employers insure themselves and any of their delegates or agents against liability for breach of trust not involving their own personal conscious wrong-doing or fraud. The Trustees may also insure the Scheme against any loss caused by the Trustees or any of their delegates. Premiums will be regarded as expenses for the purpose of Rule 9D.

## 9G. Trustees Interest

Any person shall be entitled absolutely to his benefits under the Scheme regardless of whether the person is a Trustee or a director or employee or member of a corporate trustee. No decision of or exercise of a power or discretion by the Trustees shall be invalidated or questioned on the ground that the Trustees or any of them (or a director, employee or member of a corporate trustee) had a direct or other personal interest in such decision or the mode or result of exercising such power, right or discretion.

## 9H. Scheme Administrator

Subject to the requirements of Part 4 of the Finance Act 2004, the Trustees will be the Scheme Administrator for the purposes of that Part of that Act.

On a change of Trustees, the Principal Employer may by deed make corresponding changes to the person or persons acting as Scheme Administrator.

## 10. New Principal Employer

An employer or holding company may agree with the Trustees to become the Principal Employer. The consent of the previous Principal Employer will be necessary unless it has been dissolved. A change in Principal Employer shall be effected by deed.

## 11. Participating Employers

### 11A. Inclusion In The Scheme

An employer controlled by or associated with the Principal Employer may agree with the Principal Employer and the Trustees to participate in the Scheme. Each Employer who participates in the Scheme will undertake in writing to comply with the Rules.

### 11B. Ceasing To Participate

An Employer (other than the Principal Employer) will cease to participate in the Scheme if

- (a) the Trustees decide it ceases to be sufficiently closely associated with the other Employers (including the Principal Employer),
- (b) the Employer terminates its liability to make contributions to the Scheme,
- (c) the Principal Employer gives written notice to the Trustees that the Employer's participation in the Scheme is to cease,

- (d) the Employer goes out of business, or
- (e) the Employer ceases to have any employees who qualify for benefits under the Scheme.

The Scheme will then cease to apply to its employees except for those who remain in Service with another Employer.

## **12. Termination of The Scheme**

The Principal Employer may terminate the Scheme by giving notice to the Trustees. The Trustees will terminate the Scheme if the Principal Employer is dissolved (unless another employer or a holding company becomes Principal Employer under Rule 10) or if contributions under Rule 3 cease to be paid.

If the Scheme terminates, all benefits under the Scheme shall cease except that any pension in payment (including any pension to which entitlement to payment has arisen but not yet started) shall be secured by the issue of an annuity policy by an Insurance Company, in the name of a Dependant of the Member as appropriate.

## **13. Alterations To The Rules**

The Principal Employer may in writing alter or add to the Rules and may do so retrospectively.

Upon making such alteration or addition the Principal Employer will give written notice to the Trustees.

## **14. Perpetuity Period**

Unless terminated earlier in accordance with the provisions of the Scheme, the trusts of the Scheme will endure for one hundred and twenty five years from the date the Scheme started (which period is specified to be the perpetuity period for the trusts) and for such longer period as is then lawful and will then be terminated in accordance with Rule 12.

## Appendix - Scheme Details And Rules Signatures

### Please read these Important Notes before completing or signing the Appendix

1. Before you complete or sign this Appendix you are recommended to consult your Solicitors.
2. Completion and signature of this Appendix will mean completion and signature of the Rules as a Deed.
3. Partnerships and Unincorporated Bodies (e.g. a charity or club) should complete the Rules in accordance with their constitution. For Unincorporated Bodies, please send a copy of the employer's constitution to Aviva with the completed Rules.
4. These Rules assume that the trust is subject to the laws of England and Wales. If a different law is to apply please consult your solicitors as this document is not appropriate.
5. Please use capitals and complete all of the blank boxes unless the notes indicate otherwise.
6. Principal Employer means the employer that establishes the Scheme.
7. The Deed Date is the date on which the Rules are actually signed and should be on or immediately before the Start Date.
8. If a partnership agreement is in place authorising a number of partners to sign the Rules on behalf of the whole partnership, please send a copy of this Agreement to Aviva with the completed Rules.

### Please complete A, B, C, D and G (Part 1 or Part 2 as applicable) in all cases and, where applicable, E&F.

A. Date of the Rules

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

("Deed Date")

B. The Scheme is called the


("Scheme Name")

C. The Scheme started on

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

("Start Date")

D. Is the Principal Employer a partnership?

Yes  complete E & G but not F

No  complete F & G but not E

E. Partnership cases only. Name and address of the Principal Employer and names and signatures of the partners. To be completed by each partner unless some of them are authorised to sign for all of them (see Note 8 above). If the Principal Employer has more than six partners who are to sign, they should consult their Solicitors before signing the deed. The signatures of the partners should be witnessed by any individual or individuals who are not partners or trustees.

Full trading name of partnership


("the Principal Employer")

Full address of partnership including postcode:

Postcode

### SIGNED and DELIVERED AS A DEED by

Full name of first partner

--

Signature of first partner

--

## Appendix - Scheme Details And Rules Signatures (Continued)

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full Address of witness

Full name of second partner

Signature of second partner

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

Full name of third partner

Signature of third partner

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

Full name of fourth partner

Signature of fourth partner

## Appendix - Scheme Details And Rules Signatures (Continued)

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

Full name of fifth partner

Signature of fifth partner

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

Full name of sixth partner

Signature of sixth partner

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

## Appendix - Scheme Details And Rules Signatures (Continued)

F. (Not partnership cases). Name and address of the Principal Employer and names and signatures of authorised signatories. All signatures need to be witnessed by an individual or individuals who are not trustees or signatories for the Principal Employer. If the Principal Employer is a sole trader, the sole trader alone should sign as the first authorised signatory and no second authorised signatory is required.

If the Principal employer is an unincorporated body, the authorised signatories should be the persons authorised in its constitution to sign on behalf of the employer. Please state capacity in all cases.

Full trading name of employer  
("the Principal Employer")

Full address of employer  
including postcode.

<input type="text"/>
<input type="text"/>
Postcode

### SIGNED and DELIVERED AS A DEED by

Full name of first authorised signatory

Signature of first authorised signatory

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

<input type="text"/>
<input type="text"/>
Postcode

Full name of second authorised signatory

Signature of second authorised signatory

### IN THE PRESENCE OF:

Full Name of witness

Signature of witness

Full address of witness

<input type="text"/>
<input type="text"/>
Postcode





## Appendix - Scheme Details And Rules Signatures *(Continued)*

Print name of director/  
company secretary

Address

Postcode

Signature

Date


D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---


## The Completed Rules:


After the Rules have been completed and signed, please return a copy to Aviva via your financial adviser if you have one.

## Need this in a different format?

Please get in touch if you'd prefer this document (GR01035) in large print, braille or as audio.

 0800 051 3472

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 [Aviva.co.uk](https://www.aviva.co.uk)

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