

Aviva Bare Trust (protection)



The Aviva Bare Trust is provided for use with Aviva protection policies and is for use by single or joint policyholders.

Please Note: The Settlor cannot benefit in any way under this trust. By Settlor, we mean policyholder.

Important: Once a trust has been fully executed, you can't simply cancel it. Creating a trust has taxation as well as legal implications. Because of this, we always strongly recommend you take legal and/or financial advice before setting one up. If you have any concerns over whether or not these actions are right for your circumstances, please discuss this with your legal or financial adviser before proceeding.

This trust is not suitable for use with Aviva's critical illness only policies.

Important notes:

We recommend that you seek your own professional advice before making use of this trust. This is important for a number of reasons:

- **This trust is not 'flexible'. Neither the beneficiaries nor their share in the trust fund can be changed at any time.**
- **Creating a trust can have legal as well as taxation consequences.**
- **Once the trust has been created it can't be revoked.**
- **The Trustees have a special duty to the Beneficiaries and the misuse of a Trust power by a Trustee can make him/her personally liable for any resulting loss to the Beneficiary.**

Any references to tax treatment for the Bare Trust are based on Aviva's understanding of legislation and HM Revenue & Custom's practice (HMRC) at the time of publication. Both of these are likely to change in the future, and a liability to tax may arise under an existing arrangement. Every care has been taken as to accuracy, but it must be appreciated that Aviva's interpretation may be subject to challenge by HMRC or other regulatory bodies and neither Aviva nor its representatives can accept responsibility for loss, however caused, suffered by any Person who has acted or refrained from acting as a result of material published.

Trust Registration Trusts may need to be registered with HMRC. Most of the trusts set up to hold Aviva's protection policies are excluded from registration. In certain circumstances the trust may become registrable. Registration is the trustee's responsibility. You can find more information about the Trust Registration Service on the **Government website**. If you're unsure about what you need to do, you should speak to a legal or financial adviser.

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.

How to complete the Bare Trust (protection) Deed

Please complete the Trust Deed in ink and use block capitals (except for signatures) and always give titles and full names (include middle names).

To help make it easier to complete this Deed, we've listed guidance notes below. These are for guidance only and don't form part of the Deed.

We've used a capital letter at the beginning of some words to highlight that this might be a defined term.

We've listed all our defined terms in the Part E Definitions section.

For more information, please read our guide to Aviva's protection trusts and inheritance tax.

Part A

1. Insert the date on which the Deed is completed (the date the last Person, either Settlor or Trustee, signs the document). Don't backdate or forward-date this Deed.
2. The Settlor, likely to be yourself, should insert their title, full name and address. If your policy is a joint policy, please add the secondary policyholder's details under 'Settlor 2'.
3. The title, full name and address of any additional Trustee(s) being appointed should be included. You're automatically a Trustee so you don't have to include your own title and name again. We strongly recommend that at least one additional Trustee is appointed. The Trustees are responsible for administering the trust (i.e. they're legally bound to make sure your money is looked after then distributed to your nominated beneficiaries). We'll class the first or only Settlor as the lead Trustee and we'll communicate with them. It's the lead Trustee's responsibility to keep the other Trustees informed.

Part B

There is nothing to complete for this section.

Part C Schedule

1. Insert the policy number. If you want this Trust deed to apply to multiple policies, please detail all of the policy numbers. For additional space, please use the 'Additional policies' section.
2. By entering your additional policy number(s), you're also assigning this policy or these policies to be held in Trust. This action isn't reversible and your other policies will also be subject to the terms of this Trust Deed.

If you have any concerns over whether or not such actions are right for your circumstances, please discuss this with your professional adviser before proceeding.

Part D The Beneficiary or Beneficiaries

Insert the names of the Beneficiaries (your children or grandchildren, for example) you want to benefit from the Trust, and the share each is to receive. The shares must total 100%. You won't be able to change the beneficiaries, or the share each is to receive, at a later date.

Parts E, F and G Trust powers, provisions and definitions

This contains the Trust powers, provisions and definitions. You should not alter these without taking advice from your own professional advisers. Any changes must be made before the Trust is signed and you must initial those changes.

Part H Signatures

1. Each policyholder in Part A should sign this page. Their signature must be witnessed by an independent Person over 18 years of age who is not a party to the Trust (i.e. not a Settlor or Trustee).
2. Each additional Trustee being appointed should sign this page to confirm acceptance of their appointment as Trustee. Their signature must be witnessed by an independent Person over 18 years of age who is not a party to the Trust (i.e. not a Settlor or Trustee).

Bare Trust (protection)

Trust Deed

Part A

This Trust is made the

_____ **day of** _____ **20** _____ (See note A1)

by (title and full name of Settlor 1) _____

of (address of Settlor 1) _____ (See note A2)

_____ postcode _____

by (title and full name of Settlor 2) _____

of (address of Settlor 2) _____ (See note A2)

_____ postcode _____

(hereinafter called "Settlor") of the one part.

and the Settlor

and (title and full name of additional Trustee) _____

Date of birth (DOB of Trustee) _____

of (address of additional Trustee) _____ (See note A3)

_____ postcode _____

and (title and full name of additional Trustee) _____

Date of birth (DOB of Trustee) _____

of (address of additional Trustee) _____

_____ postcode _____

(hereinafter called 'the original Trustee') of the other part.

Part B Constitution of Trust

The Settlor hereby assigns the Original Asset and all rights to be issued therewith to the Original Trustees to hold the same and the Trust Fund subject to the terms of this Trust.

Part C Schedule

The 'Original Asset' means the life insurance policy specified below (See note C1)

Policy number _____ issued by the Company.

Additional policies (See note C2)

Policy number _____

Policy number _____

Policy number _____

Policy number _____

Policy number _____

Part D The Beneficiary or Beneficiaries

(See note D)

Beneficiary's full name	% Share

Part E Definitions

In this deed, the following terms have the following meanings, and, unless the context does not permit, words signifying the singular shall include the plural and vice versa and a gender shall include all genders (including the neuter).

1. **"Appointor"** means:
 - (a) if there are two Settlers of full capacity, both Settlers;
 - (b) if there is only one Settlor of full capacity, that Settlor;
 - (c) if no Settlor is of full capacity, the Trustees.
2. **"Beneficiaries"** means the beneficiary or beneficiaries named above.
3. **"Person"** includes any natural person anywhere in the world and includes a Trustee who is a natural person.
4. **"Settlor"** means the Person (or Persons) who are named in Part A of the trust.
5. **"The Company"** means any company within the Aviva plc group of companies.
6. **"Trustees"** means the original trustees or other trustees for the time being of these trusts.

7. **“Trust Fund”** means:
 - (a) the Original Asset, and
 - (b) all moneys, investments or other assets at any time paid or transferred to and accepted by the trustees by way of further settlement, accumulation of income, capital accretion or otherwise and all property from time to time representing the foregoing respectively.
8. **“Trust Corporation”** has the meaning given in section 68 Trustee Act 1925.

Part F Principal Trust terms

1. The Trustees shall hold the Trust Fund and its income for the Beneficiaries absolutely and in the shares specified (and if no shares are specified in equal shares).

Part G Powers and provisions

1. In managing and dealing with the Trust Fund, the Trustees shall have the widest possible powers as if they were the absolute beneficial owners thereof and were capable of carrying out any transaction whatever in connection with this Trust, and without prejudice to the generality of the foregoing the Trustees shall have the following specific powers:
 - (a) power to effect any policy of life insurance on the life of any Person or Persons.
 - (b) power to exercise all options conferred by any policy of life insurance.
 - (c) power to sell, charge or assign any policy of life insurance and to surrender the whole or any part of such policy.
 - (d) power to borrow money on such terms as they may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only.
 - (e) power to pay or transfer any capital or income to be paid to or applied for the benefit of a Beneficiary who is under legal disability to any parent or guardian of that Beneficiary on behalf of such Beneficiary and the receipt of such Person shall be a complete discharge to the Trustees who shall be under no obligation to see to the proper application thereof.
2. The statutory power of appointing new or additional Trustees shall be vested in the Appointor.
3.
 - (a) Any Trustee hereof being a Person engaged in any profession or business shall be entitled to charge and be paid the usual professional or proper charges for business transacted, time expended and acts done by such Trustee or any partners of such Trustee in connection with the aforesaid Trusts including acts which a Trustee not being in a profession or business could have done personally. Any Trustee being a Trust Corporation shall be entitled to remuneration and expenses in accordance with the provisions of its Trustee prospectus in force at the date of its appointment.
 - (b) Any Trustee hereof shall be entitled to retain any brokerage or commission which may be received personally or by such Trustee's firm in respect of any transaction carried out in connection with these Trusts for which such Trustee or Trustee's firm is in the normal course of business allowed such brokerage or commission notwithstanding that the receipt of such brokerage or commission was procured by an exercise by such Trustee or Trustees of his statutory or non-statutory powers.
 - (c) Any Trustee may exercise or concur in exercising all powers and discretions given to him by this deed or by law notwithstanding that he has a direct or other personal interest in the mode or result of any such exercise but any of the Trustees may nevertheless abstain from acting except as a merely formal party in any matter in which he may be so directly or personally interested and may allow his one or more co-Trustees to act alone in relation thereto.
4. Where one Trustee cannot be found (“the missing Trustee”) and the other Trustees (“the remaining Trustees”) have made all reasonable efforts to trace him, the remaining Trustees being not less than two in number or a Trust Corporation may by deed discharge the missing Trustee. A recital in that deed stating that the missing Trustee cannot be found and that the remaining Trustees have made all reasonable efforts to trace him shall be conclusive evidence in favour of any Person dealing with the Trustees in good faith.
5. Notwithstanding any provision in this Deed no power conferred by this Deed or by law shall be exercisable, and no provision shall operate, so as to allow the Trust Fund or its income to be or to become lent to or in any way paid or payable to or applied or applicable for the benefit of any Settlor in any circumstances whatsoever (otherwise than (for the avoidance of doubt) to make a payment pursuant to a claim made by the Settlor under section 538 of the Income Tax (Trading and Other Income) Act 2005 or any re-enactment thereof).
6. This Deed is irrevocable and shall be governed by the law of England.
7. No lien or charge shall be created on the policy as a result of the payment of a premium by any Settlor or any other Person.
8. No Company is to be accountable for the exercise of all or any of the powers set out in this Deed or the use of money derived therefrom.

Part H Signatures

(See note H1)
Signed as a deed
by the said (Settlor 1 title & name)

Title and name

Signed
(Settlor 1 signature)

Signature

in the presence of:
(signature of witness)

Signature

Name and address (of witness)

Name and address

postcode

Signed as a deed
by the said (Settlor 2 title & name)

Title and name

Signed
(Settlor 2 signature)

Signature

(See note H1)
in the presence of:
(signature of witness)

Signature

Name and address (of witness)

Name and address

postcode

(See note H2)
Signed and delivered as a Deed by the said
(additional Trustee's title & name)

Title & name

Signed
(additional Trustee's signature)

Signature

in the presence of:
(signature of witness)

Signature

Name and address (of witness)

Name and address

postcode

Signed and delivered as a Deed by the said
(additional Trustee's title & name)

Title & name

Signed
(additional Trustee's signature)

Signature

(See note H2)
in the presence of:
(signature of witness)

Signature

Name and address (of witness)

Name and address

postcode

Submission checklist

Part A

The Trust is dated with the date after the last Person (Settlor or Trustee) signed it.

The Settlor(s) have filled in their titles, names and addresses.

The Trustee(s) have filled in their titles, names and addresses. (We recommend you appoint at least one additional Trustee).

Part C

I've entered the policy number(s).

Part F

The Settlor(s) and Trustee(s) named in Part A **have signed** Part F.

Important: Once a Trust has been declared, you can't simply cancel it. Creating a Trust has taxation as well as legal implications. Because of this, we always strongly recommend you take legal or financial advice before setting one up. If you have any concerns over whether or not these actions are right for your circumstances, please discuss this with your legal or financial adviser before proceeding.