

# Deed of appointment of beneficiaries



## General notes

### Advice

Before completing this deed we recommend you to seek advice from your own legal and financial advisers to ensure it is suitable for you.

### 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

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

### 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 Appointors.

### 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.

## Notes to complete this deed

- 1. Date** Insert the date on which the deed is completed. **Don't** backdate or forward-date this deed.
- 2. Policy** Insert the policy number.
- 3. Insurance Company** Insert the name of the insurance company shown in the policy document.
- 4. Point (c)** Not all trusts have 'Settlor's Benefits'. These benefits are created at the outset of the trust. Examples of 'Settlor's Benefits' include pension benefits belonging to the creator of the trust, critical illness benefits reserved for the creator of the trust or maturity benefits reverting to the creator of the trust at a future date. If there are no 'Settlor's Benefits' this clause will not apply.
- 5. Clause 3** This deed provides for a revocable appointment only. If you wish to make an irrevocable appointment delete the word 'revocable', add the word 'irrevocable' and initial the amendment. An irrevocable appointment **can't** be changed.
- 6. Notice to beneficiaries** Insert the full name(s) of those persons who'll be entitled to benefit from the trust assets by this appointment. **Remember** an appointment can only be made in favour of a person included in the class of potential beneficiaries described in the trust deed. An appointment in favour of anybody else may be a breach of trust and each trustee could be personally liable.
- 7. Appointor** Each person who has power to make appointments in favour of beneficiaries under the term of the trust should sign and insert their full name and address in the presence of a witness who should also sign and insert their full name and address.

### Effect of this deed

If a person who is entitled to a share of the policy proceeds loses that share to another person because of this deed, this may be considered as a transfer which could be liable to **inheritance tax**.

### After completing this deed

This deed, or a copy, **must** be sent immediately to Aviva so that the changes made by it can be recorded. The original deed should be held in a safe place with the policy document.

**Every effort has been taken to ensure that the form of this deed and the related printed documentation are legally sound but Aviva and its representatives cannot accept any legal responsibility for error or loss however caused.**

# Deed of Appointment of Beneficiaries

**THIS DEED OF APPOINTMENT OF BENEFICIARIES** is made on  
by the Appointor named below.

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(See note 1.)

## WHEREAS

(See note 2.)

(See note 3.)

- (a) Policy numbered  was issued by   
and is held upon trust ('the Trust').
- (b) The Appointor is empowered under the Trust to exercise a power of appointment in favour of one or more of the beneficiaries in the class of potential beneficiaries in Trust in such shares and subject to such conditions as the Appointor may by deed or deeds revocable or irrevocable appoint.
- (c) Where applicable to the Trust, at outset the creator of the Trust declared that certain trust benefits ("the Settlor's Benefits") are held for him or shall revert to him upon a certain date or event. (See note 4.)

## ACCORDINGLY

- Any earlier revocable appointment under the Trust is revoked (apart from the Settlor's Benefits if any).
- In exercise of the power of appointment and of every other power permitting this appointment the Appointor appoints all of the trust assets (apart from the Settlor's Benefits if any) in favour of the person(s) mentioned in the Schedule of Beneficiaries below such appointment being to the extent described in that Schedule.
- The Appointor declares that this appointment is revocable. (See note 5.)
- Subject to those matters dealt with by this deed, the Trust continues to apply.

In this deed the singular includes the plural and the masculine includes the feminine (and vice versa) where the context so admits.

## Schedule of Beneficiaries (See note 6.)

Please give the full names or other necessary identification of the Beneficiary or Beneficiaries and, if you wish, the percentage share of each Beneficiary's interest.

**In Witness** the Appointor has executed and delivered this deed on the day and year mentioned above. (See note 7.)

Signed and Delivered  
by the Appointor

Signature

Full name and  
address  
(block capitals)

In the presence of:

Witness' signature

Full name and  
address  
(block capitals)

Signed and Delivered  
by the Appointor

Signature

Full name and  
address  
(block capitals)

In the presence of:

Witness' signature

Full name and  
address  
(block capitals)

Signed and Delivered  
by the Appointor

Signature

Full name and  
address  
(block capitals)

In the presence of:

Witness' signature

Full name and  
address  
(block capitals)

Signed and Delivered  
by the Appointor

Signature

Full name and  
address  
(block capitals)

In the presence of:

Witness' signature

Full name and  
address  
(block capitals)

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