



Life Cover Trust Declaration

 This trust form must be dated on or after the date of the Life Cover application

 This person is known as the Settlor

This declaration of Trust (the “Trust”) is made on _____

Made by:

Name

Address

of

1. Clause 1: Declaration of Trust

- 1.1 The Settlor wishes to place the Policy (as defined below) in trust on the terms set out in this Trust.

Policy number

Life covered

Date of birth

Product - Life Cover

The Settlor should tick this box if they want terminal illness claims benefits to be paid into the trust fund. In this case the proceeds will be held by the Trustees for the Beneficiaries.

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- 1.2 **Where the Policy is not yet in force:** The Settlor has asked The Exeter to issue the Policy to be effected under the Settlor’s application to the Settlor as Trustee (as defined below) together with any additional Trustee(s) (named in clause 2.8 below) to hold the Policy irrevocably subject to the terms of this Trust from the date of this Declaration of Trust.


OR

Where the Policy is in force: The Settlor, as the legal and beneficial owner of the Policy issued by The Exeter, hereby assigns the Policy to the Settlor as Trustee (as defined below) together with any additional Trustee(s) (named in clause 2.8 below) to hold the Policy irrevocably subject to the terms of this Trust from the date of this Declaration of Trust.

2. Clause 2 : Definitions


In this Trust the following terms shall have the following meanings and unless the context does not permit, words signifying the singular shall include the plural and vice versa and gender shall include all genders:

- 2.1 “Beneficiaries” means the Default Beneficiaries (if any) and the Potential Beneficiaries;
- 2.2 “Child or remoter descendant” includes any illegitimate, step, adopted or legitimate child or remoter descendant;
- 2.3 “Default Beneficiaries” means those listed in the box below in the shares specified, and if there are no shares specified, in equal shares:

 The percentage shares should equal 100%

Beneficiary name	% Share
Beneficiary name	% Share
Beneficiary name	% Share
Beneficiary name	% Share

- 2.4 “Partner” means any spouse, Civil Partner or Cohabiting Partner of the Settlor.
- 2.5 “Cohabiting Partner” means a person who is living or lived together with the Settlor as if they were married or Civil Partners for a period of at least 6 months.
- 2.6 “Potential Beneficiaries” means:
- 2.6.1 any current, former, or surviving Partner of the Settlor;
- 2.6.2 any Child or remoter descendant of the Settlor;
- 2.6.3 anyone named as a Default Beneficiary above;
- 2.6.4 anyone whom the Settlor nominates in writing to the Trustees; and
- 2.6.5 anyone whom may benefit from the estate of the Settlor
- 2.7 “Retained Benefits” means any sum which becomes payable under the Policy as a result of terminal illness (as defined in the Policy).
- 2.8 the “Trustees” means the Settlor and those named in the box below:

 You are automatically a Trustee so don't need to include your own name again. You can appoint a further 3 Trustees. We strongly recommend that at least one additional trustee is appointed.

Please note, an email will be sent to each Trustee to confirm they have been appointed.

Trustee name	Address	Email	Phone
Trustee name	Address	Email	Phone
Trustee name	Address	Email	Phone

and the term Trustees means the Trustee or Trustees for the time being of this Trust and “Trustee” means any one of them.

- 2.9 the “Trust Fund” means the Policy, together with any assets added by way of further settlement, capital accretion, accumulation of income, or otherwise and all assets from time to time representing the same.
- 2.10 the “Trust Period” means the period of 125 years from the date of this Trust which period shall be the perpetuity period.

3. Clause 3 : Trust provisions

- 3.1 Subject to the proviso at the end of this clause 3, the Trustees shall hold the Trust Fund and the income of it upon Trust for the benefit of the Beneficiaries as follows:
- 3.1.1 during the Trust Period the Trustees (being at least two in number or a company) may in their absolute discretion from time to time by deed revocable during the Trust Period or irrevocable appoint that the Trust Fund and the income of it shall be held for such one or more of the Potential Beneficiaries in such one or more shares and for such interests as the Trustees shall in their absolute discretion think fit.
 - 3.1.2 an appointment may create any provisions and in particular discretionary Trusts and dispositive or administrative powers exercisable by any person.
 - 3.1.3 subject to and in default of any such appointment the Trustees shall hold the Trust Fund and the income of it at the end of the Trust Period for the Default Beneficiaries absolutely in the shares specified above or, if none, in equal shares.

Provided always that if any Retained Benefits become payable under the Policy then the Trustees shall hold such Retained Benefits and the income of it for the Settlor absolutely, unless the Settlor has opted not to benefit from any terminal illness claims benefits.

4. Clause 4 : Changing Trustees or Default Beneficiaries

- 4.1 The Settlor, while of full capacity, may from time to time by deed:
- 4.1.1 appoint new or additional Trustees,
 - 4.1.2 remove any Trustee, provided that leaves at least two Trustees or a Trustee company,
 - 4.1.3 remove or add any person as a Default Beneficiary provided that there shall at all times be at least one Default Beneficiary remaining; and
 - 4.1.4 alter the shares of the Default Beneficiaries specified in clause 2.3 above.
- 4.2 After the death or loss of capacity of the Settlor the Trustees shall have the power to appoint by deed new or additional Trustees.
- 4.3 Any Trustee may retire at any time by deed notified to the other Trustees and provided that no retirement of any Trustee shall take effect unless there are at least two continuing Trustees.
- 4.4 If, in the reasonable opinion of the other Trustees, any Trustee is unfit to act or incapable of acting as a Trustee, the other Trustees shall have power to remove that Trustee as a Trustee on giving written notice to that Trustee to that effect.
- 4.5 When one Trustee ("the missing Trustee") cannot be found and the other Trustees ("the remaining Trustees") have made all reasonable efforts to trace him, the remaining Trustees (being at least two or a Trustee company) may by deed discharge the missing Trustee.

5. Clause 5 : Trustee powers, duties and liabilities

In addition to and without prejudice to all statutory powers, the Trustees shall have the following powers and duties which shall be exercisable from time to time:

- 5.1 The Trustees shall have all the powers of an absolute beneficial owner in dealing with the Trust Fund, including the power to surrender, convert, sell or otherwise deal with any Policy subject to this Trust in any manner which they in their absolute discretion think fit and including the power to delegate the investment of the Trust Fund on a wholly discretionary management or any other basis. The Trustees may reinvest the Trust Fund in any income bearing or non-income bearing investments, or property, including life cover policies, which they in their absolute discretion think fit. The Trustees may decide not to diversify the Trust Fund.
- 5.2 The Trustees have the power to borrow on such terms as they think fit, and to use the Trust Fund as security for such borrowing.
- 5.3 The Trustees shall have the power to pay or apply the Trust Fund (save for any Retained Benefits) to or for the benefit of any one or more of the Beneficiaries.
- 5.4 The Trustees shall have the power to pay or apply any Retained Benefits to or for the benefit of the Settlor including, for the avoidance of doubt and without limitation, by making payments to third parties for the procurement of goods, assets or services which are to be provided for the benefit of the Settlor or paying Retained Benefits to a person or persons with authority to act on behalf of the Settlor pursuant to an enduring or lasting power of attorney.
- 5.5 The Trustees may appropriate any part of the Trust Fund and use it in or towards satisfaction of the interest of any of the Beneficiaries without the need for any consent.
- 5.6 The Trustees may lend with or without security to any Beneficiary the Trust Fund upon such conditions as to interest (if any) and repayment and generally upon such terms as the Trustees in their absolute discretion think fit, provided that any such loan must be repayable before the end of the Trust Period.
- 5.7 The Trustees shall be under no obligation to maintain any life cover policy which is subject to this Trust or to reinstate it if it becomes void. The Settlor shall have no right to reclaim from the Trustees any premiums paid or payable in respect of such a policy.
- 5.8 The Trustees may pay or transfer any asset comprised in or any income of the Trust Fund to the parent or guardian of any Beneficiary who is under 18 years old and is beneficially entitled to such asset or income, and the receipt of such parent or guardian shall be a full discharge to the Trustees.
- 5.9 Any Trustee (other than the Settlor or Settlor's spouse) being a solicitor or other person engaged in any profession or business, shall be entitled to be paid professional fees for business transacted, time spent, and acts done by them or any employee or partner, including acts which a Trustee could have done personally, as may be agreed with the other Trustees before such work is carried out, without prejudicing his right to resign as if he were a gratuitous Trustee.
- 5.10 Any company authorised to conduct trust business may be appointed as a Trustee of the Trust Fund, and on appointment shall have the rights to remuneration and charges as may be agreed in writing prior to or upon appointment.

- 5.11 A Trustee shall not be liable for any loss to the Trust Fund unless that loss is caused by his own fraud or wilful neglect or default; or additionally in the case of a Trustee who is remunerated for his services as such, by his own negligence. Any liability of a Trustee shall be restricted to liability arising from his own actions or omissions only.
- 5.12 The exercise of any of the dispositive or administrative powers of the Trustees shall not be limited solely by reason that such exercise will or may benefit a Trustee personally.
- 5.13 Any legal rule requiring apportionments to be made for the purposes of the Trust is excluded and shall not apply.

6. Clause 6 : Exclusion of the Settlor

Notwithstanding anything express or implied in this Trust no capital or income of the Trust Fund shall in any circumstances whatsoever be paid or transferred beneficially to or lent to or applied for the benefit of the Settlor and no power or discretion hereby or by law vested in the Trustees shall be capable of being exercised in such a manner as to benefit either directly or indirectly the Settlor or in such a way that following its exercise the capital or income of the Trust Fund could in any circumstances whatsoever be paid or lent to or applied directly or indirectly for the benefit of the Settlor.

7. Clause 7 : Jurisdiction

This Trust shall be governed by the laws of England and Wales.

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I hereby confirm by ticking this box that the Settlor wishes and intends the Policy (as defined in this form) to be held by him/her and any additional Trustees named above on the Trusts set out in this declaration (and, if already in existence, I confirm the assignment of the Policy to the Settlor and any additional Trustees on that basis).

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I further declare by ticking this box that any additional Trustees named in this Trust have provided their consent to act as Trustee of the Trusts created by this form.

Contact us

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For more information, please visit our website:

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The legal blurb

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