

THE BARE GIFT TRUST DEED

COMPLETION NOTES

1. Please complete all relevant sections of this deed by typing in the fields or printing and completing in pen. Once complete, please print and sign in pen at the relevant section.
2. If, after you've printed, you notice a mistake, draw a line through it. Don't use correction fluid. You and all the trustees must initial the change.
3. The margin notes throughout this document will help you fill it in.
4. Please make sure you fill in all the relevant boxes.
5. Please note you must also complete and submit our **Policyholder details form**, which can be found at www.athora.com/ie.

Trusts establish legal entitlements and have material financial and taxation implications.

This draft document is supplied merely as a specimen for consideration by the settlor together with his/her legal and other professional advisers. Accordingly, Athora Ireland plc and its representatives don't accept any responsibility for its use in any circumstances whatsoever.

Personal information you provide on this form will be held and processed by us in accordance with the European General Data Protection Regulation, Irish data protection law and any applicable national privacy legislation. We need to collect this personal information so that we can process your request and in doing so carry out our contractual obligations.

See our **Protecting your personal information** leaflet which can be found on our website www.athora.com/ie. It explains how we manage your personal information and provides details on your data protection rights, how long we will hold information on you, contact details of our Data Protection Officer should you have any queries or concerns and how you can contact the Irish Data Protection Commission. If you provide Athora with personal information relating to any other individual you must ensure that you have a lawful basis to collect and process it. In completing this form, you confirm that you have provided any such individual with a copy of our **Protecting your personal information** leaflet and all other information that such an individual is legally entitled to under the European General Data Protection Regulation.

Notes for users

These notes are for guidance only. They don't form part of the trust.

Write the date this trust is set up. This **must** be the date on which the trust is signed.

You're the settlor(s). Write your name(s) and address(es) in 'A'.

As settlor(s) you're also automatically a trustee(s), you don't need to add your details here. Only write the names and addresses of additional trustees in 'B'.

You can add details of a second additional trustee on the following page.

DECLARATION

This trust is made on

(date)

(month)

(year)

Between A

Full name of first policyholder

Address of first policyholder

Of	
	Postcode

and

Full name of second policyholder

Address of second policyholder

Of	
	Postcode

(together called the 'settlor' which term shall include either of them)

and B (if appointed)

Full name of first additional trustee

Address of first additional trustee

Of	
	Postcode

and

Full name of second additional trustee

Address of second additional trustee

Of	
Postcode	

(together called the ‘additional trustees’)

BACKGROUND

The settlor owns the policies listed in Schedule 1 and these policies will be held in trust in the way set out in this deed.

This deed witnesses:

1. In this deed the word ‘trustees’ means the settlor and any additional trustees (or any future trustees if there are changes). The word ‘trustee’ means any one of them.
2. The settlor declares that the policies listed in Schedule 1 will be held in trust. The settlor transfers these policies (which together with any property from time to time representing them and accumulations of income are referred to as ‘the trust fund’) to the trustees to hold in trust as set out in this deed.
3. The trustees shall hold the trust fund and the income of the trust fund on trust for the beneficiaries and in the shares specified in Schedule 2 absolutely.
4. The provisions set out in Schedule 3 shall apply to the trust in addition to all statutory powers and immunities.
5. This trust is irrevocable.
6. The proper law of this trust is the law of England unless the following box is checked in which case the proper law of the trust is the law of Scotland. ☐

In witness whereof the settlor and the additional trustees have signed this deed in front of the witnesses on the date which appears on the first page of this deed. Details of these witnesses are set out below.

SCHEDULE 1 – POLICIES

Policy number(s)

This section contains the main terms of the trust you’re setting up.

The trust is governed by the law of England. Check this box if you’d like law of Scotland to apply.

Complete the table with details of each policy that you want to be held in trust.

Add the full name of any person that you want to benefit from the trust property, their relationship to you and the percentage share they're to receive. If the shares are left blank or don't add up to 100%, each beneficiary will receive an equal share.

This section contains the trust's administration powers.

It's important the trustee(s) read this to understand their rights and responsibilities.

SCHEDULE 2 – BENEFICIARIES

Full name	Relationship to settlor (if any)	Percentage share (%)

(together called the '**beneficiaries**')

SCHEDULE 3 – FURTHER PROVISIONS

1. The power to appoint and remove trustees shall be vested in the settlor during his lifetime so long as the settlor has capacity to exercise such power. Where there are two settlors the power to appoint and remove trustees shall be vested in them jointly during their lifetimes and then in the surviving settlor so long as they have, or either of them has, the capacity to exercise such power.
2. The trustees shall administer this trust for the benefit of the beneficiaries in whatever manner they may determine. The trustees shall have the widest possible administrative powers (which they may exercise or omit to exercise from time to time at their absolute discretion) to manage and to deal with the trust fund and to carry out any transaction as if the trustees were the absolute beneficial owners of the trust fund. Without prejudice to the generality of the foregoing the trustees shall have the following powers:
 - (a) to invest any money in any investment or property of whatsoever nature (including any policies of assurance) and wheresoever situated whether producing income or not and upon such security (if any) as the trustees shall in their absolute discretion think fit;
 - (b) to borrow with or without security for any purpose and upon such terms as to repayment, interest or otherwise as the trustees shall in their absolute discretion think fit and to use the monies borrowed for any purpose for which capital monies forming part of the trust fund may from time to time be used;
 - (c) to deal with any policy of insurance or assurance or annuity comprised in the trust fund in all respects as if they were the absolute owners of it and in particular the trustees may surrender, convert or exchange the same in whole or in part and exercise any power, election or option under a policy and borrow on its security, and the receipt by the trustees for any money payable under the said policy shall be a full and sufficient discharge;
 - (d) to acquire any moveable or immoveable property for the occupation, use or enjoyment of a beneficiary;
 - (e) to acquire property jointly with any person;

- (f) to appropriate any asset, or any part of any asset, comprised in the trust fund in or towards satisfaction of any interest or share in the trust fund as may in all the circumstances be reasonable, and for this purpose, the trustees may from time to time place such value on any or all investments or property as they think fit;
 - (g) to create by deed or deeds revocable or irrevocable such additional administrative powers exercisable by the trustees as the trustees may from time to time determine to be in the interests of the beneficiaries or any of them;
 - (h) by deed (and so as to bind successive trustees of this trust) to release or restrict the future exercise of all or any of the powers conferred on them (whether by this deed or by law) either wholly or to the extent specified in the relevant deed, notwithstanding the fiduciary nature of any such power.
3. The trustees shall not be required to diversify the investment of the trust fund, nor be liable for the consequences of investing, or keeping the trust fund invested, in the shares or obligations of, a single business, company or firm, or in one asset or in one type of asset.
 4. The trustees may pay or transfer any assets comprised in, or any income of, the trust fund to which any minor beneficiary is beneficially entitled, to any parent or guardian of that minor and the receipt of that parent or guardian shall be a full discharge to the trustees.
 5. Any trustee may exercise or concur in exercising all powers and discretions given to him by this trust or by law notwithstanding that he has a direct or other personal interest in the mode or result of any such exercise but any trustee may nevertheless abstain from acting except as a merely formal party and may allow his co-trustees to act alone in any matter in which he may be so directly or personally interested.
 6. (a) Any trustee which is a trust corporation or company authorised to undertake trust business shall be entitled to reimbursement of its proper expenses (including expenses incurred in connection with professional or other charges for business done, services rendered or time spent by any firm or member of a firm associated or connected with such trustee) and to remuneration in accordance with its published terms and conditions for trust business in force from time to time and, in the absence of any such published terms and conditions, in accordance with such terms and conditions as may from time to time be agreed between such trustee and the settlor or (if the settlor is unfit, unable or unwilling to act) the person by whom the power of appointing new trustees is for the time being exercisable.
 - (b) Any trustee, other than the settlor and any spouse or civil partner of the settlor whether acting as a solicitor or other person engaged in a profession or business or in a personal capacity, shall be entitled to charge and be paid all normal professional or other charges for business done, services rendered or time spent by such trustee personally, or by such trustee's firm or company, in the administration of these trusts including acts which a trustee not engaged in any profession or business could have done personally.

(c) A trustee other than the settlor and any spouse or civil partner of the settlor shall be entitled to retain any commission which may be received personally or by such trustee's firm in respect of any transaction carried out in relation to the trust fund for which such trustee or trustee's firm is, in the normal course of business allowed commission, notwithstanding that the receipt of such commission was procured by an exercise by such trustee or the trustees of powers over the trust fund.

7. Where this trust is governed by English law, section 1 of the Trustee Act 2000 shall not apply to the trustees.
8. No trustee shall be liable for any loss to the trust fund arising by reason of any investment made in good faith or by reason of any mistake or omission made in good faith by any trustee or by reason of any other matter except wilful fraud or wrongdoing on the part of the trustee who is sought to be made liable.
9. Where this trust is governed by English law, section 1 of the Trusts (Capital and Income) Act 2013 shall apply and any other statutory, common law or equitable rules of apportionment which would otherwise apply shall not apply to this trust and all rents annuities dividends interest other income and other periodical payments in the nature of income received by the trustees shall not be treated as accruing from day to day. Any entitlement to income shall be to income as it arises. Where this trust is governed by Scots law there shall be no apportionments of any kind.

You must sign here.
Without your
signature(s) the trust is
invalid.

Your signature(s)
must be witnessed.
A witness should be
someone over 18.

SIGNATORIES

Settlor(s)

Signed as a deed and delivered by the said

First settlor and trustee

Name

Signature

X

X

In the presence of

Witness to first settlor and trustee

Name

Signature

X

X

Witness address

Postcode

Signed as a deed and delivered by the said

Second settlor and trustee

Name

Signature

X

X

In the presence of

Witness to second settlor and trustee

Name

Signature

X

X

Witness address

Postcode

Each of the additional trustees must sign here. Each signature must be witnessed. A witness should be someone over 18.

Additional trustees

Signed as a deed and delivered by the said

First additional trustee

Name

Signature

X

X

In the presence of

Witness to first additional trustee

Name

Signature

X

X

Witness address

Postcode

Signed as a deed and delivered by the said

Second additional trustee

Name

Signature

X

X

In the presence of

Witness to second additional trustee

Name

Signature

X

X

Witness address

Postcode

This trust is provided on the strict understanding that it’s presented as a draft to be considered by you together with your legal advisers. Accordingly, Athora Ireland plc and its representatives don’t accept any responsibility for the result of its use in any circumstances whatsoever.



Athora Ireland plc, registered office: 2nd Floor IFSC House, Custom House Quay, Dublin, D01 R2P9, Ireland. Registered in Ireland (No.346275). Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. www.athora.com
ATH_DUB 00273049 06/18