



# Trust Declaration Form

## Notes to help you

This form is divided into sections. **Notes** are provided at the end of each section to help you to complete the section.

**Warning:** This trust is intended for use only by a UK resident Settlor who is NOT UK domiciled or deemed to be UK domiciled or for joint Settlers where neither Settlor is UK domiciled or deemed to be UK domiciled. Use of the trust by any person or persons who are UK domiciled or deemed to be UK domiciled may result in an immediate UK inheritance tax charge.

The trust is also intended to hold only property qualifying as "excluded property" for UK inheritance tax purposes.

This Declaration of Trust is being made by the Settlor(s) with the intention that the "Trust Fund" and all property from time to time representing the "Trust Fund" will be held by the Trustees for the benefit of the Beneficiaries on the terms set out in the Trust Provisions of this document. Furthermore where this Declaration of Trust is made in connection with and concurrently with an application for an "applied for policy" shown in Section A (1)(b) the Settlor hereby declares that he intends (and has made an application to Prudential International on the basis) that immediately upon its coming into existence he shall hold the applied for policy upon bare trust and as nominee for the Original Trustees who shall in turn hold their interest in the applied for policy upon, with and subject to the trusts powers and provisions set out in this Declaration of Trust.

## Section A – The Trust Fund

### (1) Details of the Trust Fund:

Company: **Prudential International Assurance plc**

Type:

|                             |                          |                                               |                          |
|-----------------------------|--------------------------|-----------------------------------------------|--------------------------|
| International Prudence Bond | <input type="checkbox"/> | Prudential International Investment Bond      | <input type="checkbox"/> |
| Portfolio Account           | <input type="checkbox"/> | Prudential International Investment Portfolio | <input type="checkbox"/> |

Other (provide full details below)

(1a) Bond/Plan/Policy number<sup>1</sup>:

(1b) Application form dated<sup>1</sup>: 

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

## Section B – The date of this Deed

The date of this Deed<sup>2</sup>: 

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

### Notes

**1** Complete either (1a) or (1b), but not both. If you have an existing bond, plan or policy that you are putting into the trust, enter the number at (1a). You do not need to enter a date for an existing bond.

If you are applying for a new bond, plan or policy to put into trust, enter the date of the application form in (1b).

If you are putting more than one bond, plan or policy into trust, enter the details for each separately.

### **2** Section B: Date

This date should only be entered when all parts of the Trust Form are complete.

**If you are applying for a new bond/plan/policy, this date must not be a date before the application date shown in Section A (1b).**

## Section C – To be signed by the Settlor(s) in the presence of a Witness

Signed and delivered as a Deed by the Settlor<sup>3</sup>

X

in the presence of the Witness below<sup>4</sup>

*The Witness's signature, name and address*

Full name and address of the Settlor:

Mr  Mrs  Miss  Ms  Other

Surname  Forename(s)

Address   
  
 Postcode

If there are TWO Settlers:

Signed and delivered as a Deed by the second Settlor<sup>5</sup>

X

in the presence of the Witness below<sup>6</sup>

*The Witness's signature, name and address*

Mr  Mrs  Miss  Ms  Other

Surname  Forename(s)

Address   
  
 Postcode

### Notes

**3** The Settlor signs here.

**4** The Settlor signs in the presence of a WITNESS who signs here. The Witness should be someone who is not involved in the Trust.

The Settlor is the applicant for the bond or plan and is the person creating the trust. If there are two applicants for the bond they will be joint Settlers and the section should be completed by the second Settlor.

Please provide certified copies of up to date Personal Identification and address verification for each Settlor and Trustee. Copies can be certified by an authorised Financial Adviser.

**5** The second Settlor signs here.

**6** The second Settlor signs in the presence of a WITNESS who signs here. The Witness should be someone who is not involved in the Trust.

The same person may witness the signature of both Settlers.

**The Settlor(s) will also act as Trustee(s). Section D overleaf is for appointing the Additional Trustee(s).**

Please provide certified copies of up to date Personal Identification and address verification for each Settlor and Trustee. Copies can be certified by an authorised Financial Adviser.

## Section D – To be signed by the Additional Trustee(s) in the presence of a Witness

Signed and delivered as a Deed by the Additional Trustee<sup>7,8</sup>

X

in the presence of the Witness below<sup>9</sup>

*The Witness's signature, name and address*

Full name and address of the Trustee:

Mr  Mrs  Miss  Ms  Other

Surname  Forename(s)

Address   
  
 Postcode

If you are appointing TWO Additional Trustees:

Signed and delivered as a Deed by the second Additional Trustee<sup>10</sup>

X

in the presence of the Witness below<sup>11</sup>

*The Witness's signature, name and address*

Full name and address of the second Additional Trustee:

Mr  Mrs  Miss  Ms  Other

Surname  Forename(s)

Address   
  
 Postcode

### Notes

**7** The Trustee(s) you appoint must be at least 18 years of age. The person(s) you appoint to act as Additional Trustee(s) can include:

- a relative, or
- a close friend, or
- a professional person such as your lawyer or accountant.

**You can appoint a Beneficiary to be a Trustee provided he/she is at least 18 years of age.**

**8** The Additional Trustee signs here.

**9** The Additional Trustee signs in the presence of a WITNESS who signs here. The Witness should be someone who is not involved in the Trust.

**10** The second Additional Trustee signs here.

**11** The second Additional Trustee signs in the presence of a WITNESS who signs here. The Witness should be someone who is not involved in the Trust. The same person may witness the signatures of an Additional Trustee or Additional Trustees and the signatures of the Settlor(s).

## Section E – Trust Provisions – Definitions

In this document and in the Trust Administrative Provisions the words and expressions highlighted here in bold type have the meanings given here unless the context otherwise requires.

### 1. The Settlor(s)

"**The Settlor**" means the person who is shown as the Settlor in Section C. If two persons are shown as Settlers in Section C "**Settlor**", "**Settlers**" and "**Settlor(s)**" means both those person.

### 2. Beneficiaries

"**The Beneficiaries**" means

- (1) The Settlor(s)
- (2) Any present or future spouse, widow or widower of the Settlor(s)
- (3) The children and descendants of the Settlor(s)
- (4) The children and descendants of the Settlor's present spouse
- (5) Any individual or charity nominated by the Settlor (both Settlers if there are two Settlers) in writing to the trustees.
- (6) Any spouse, widow or widower of a Beneficiary at (3), (4) or (5)

### 3. Beneficiary Class

A "**Beneficiary Class**" means a class of persons made up of the Beneficiaries.

### 4. Trustees

The "**Additional Trustee(s)**" means the person(s) shown as Additional Trustee(s) in Section D. The "**Original Trustees**" means the Additional Trustee(s) and the Settlor (both Settlers if there are two Settlers).

The "**Trustees**" means the Original Trustees or the Trustees of the Trust for the time being.

A "**Trust Company**" means a company carrying on a business which consists of or includes the management of Trusts.

### 5. Person

"**Person**" includes a person anywhere in the world and includes a Trustee.

### 6. Civil Partner

"**Civil Partner**" has the same meaning as in section 1 of the Civil Partnership Act 2004.

### 7. Spouse

"**Spouse**" includes a Civil Partner.

### 8. Widow/Widower

"**Widow/Widower**" of a person includes the individual who was the Civil Partner of that person immediately before that person's death.

### 9. The Company

The "**Company**" means Prudential International Assurance plc and/or Prudential Assurance Company Limited as the case may be or any other company indicated in Section A.

### 10. The Trust Administrative Provisions

The "**Trust Administrative Provisions**" means the provisions set out in this document under the heading "**Trust Administrative Provisions**".

### 11. "applied for policy"

An "**applied for policy**" means the life insurance policy or bond or capital redemption policy (and if more than one each policy or bond) issued pursuant to the application(s) referred to in Section A (1)(b).

### 12. The Trust Fund

The "**Trust Fund**" means:

- (1) the Property shown in Section A (including all the benefits rights and interest of the Trustees in any "**applied for policy**" and all proceeds and benefits attached to the said applied for policies) and
- (2) all property from time to time representing the above and
- (3) any other policies, money or other property which may be transferred to the Trustees (or into their control) and accepted by them as additions to the Trust Fund.

"**Trust Property**" means any property comprised in the Trust Fund.

### 13. The Trust Period

The "**Trust Period**" means the period of 125 years beginning with the date of this Deed (the date shown in Section B). That is the perpetuity period applicable to this Trust under the rule against perpetuities.

## Section F – Trust Provisions

### 1. Trust income

Subject to the Overriding Powers in clause 2 below, the Trustees:

- 1.1 may accumulate the whole or part of the income of the Trust Fund (if any);
- 1.2 shall pay or apply the remainder of the income to or for the benefit of any Beneficiaries, as the Trustees think fit, during the Trust Period.

### 2. The Trustees' Overriding Powers

#### 2.1 The Powers

The Trustees shall have the powers set out below in respect of the Trust Fund (the "Overriding Powers"). These Overriding Powers shall be exercisable only:

- (1) during the Trust Period; and
- (2) at a time when there are at least two individual Trustees or the Trustee is a company carrying on a business which consists of or includes the management of trusts.

#### 2.2 Power of appointment

- (1) The Trustees may appoint that they shall hold the Trust Fund and the income thereof or any part of the Trust Fund and the income thereof for the benefit of any Beneficiaries on such terms as the Trustees think fit.
- (2) An appointment may create any provisions and in particular an appointment may create:
  - (a) discretionary trusts
  - (b) dispositive powers
  - (c) administrative powersexercisable by any person.
- (3) Any appointment shall be made by deed and may be revocable or irrevocable.

#### 2.3 Power to add or exclude Beneficiaries

- (1) The Trustees may add a person or a class of persons to the Beneficiary Class provided the addition is requested or agreed to in writing by the Settlor (or by one of the Settlers if there are two Settlers) or if no Settlor is living by at least two persons who are already Beneficiaries and at least 18 years old.
- (2) The Trustees may exclude a person or a class of persons from the Beneficiary class provided the exclusion is requested or agreed to in writing by the Settlor (or by one of the Settlers if there are two Settlers) or by the person who is to be excluded.
- (3) The power to exclude at (2) shall not be exercisable so as to exclude a person who has a right to any of the income of the Trust Fund unless the Trustees first exercise their power of appointment so as to end that person's right to income. A Beneficiary who has an absolute and indefeasible interest in the Trust cannot be excluded.
- (4) The power to exclude at (2) shall not be exercisable if its exercise would result in there being no Beneficiaries.
- (5) Any exercise of the power to add or exclude, at (1) or (2), shall be at the Trustees' discretion, shall be made by Deed and may be revocable or irrevocable.

- (6) The list of Beneficiaries that applies to this Trust, as shown in Trust Provisions Definition 2 shall be subject to any changes the Trustees may make in exercise of this power to add or exclude.

#### 2.4 Transfer of Trust Property to other settlement

- (1) The Trustees may by deed declare that they hold any Trust Property on trust to transfer it to trustees of another settlement, wherever established, to hold on the terms of that settlement, freed and released from the terms of this Trust.
- (2) The Trustees shall only exercise this power:
  - (a) if every Person who may benefit is (or would if living be) a Beneficiary; or
  - (b) with the consent in writing of
    - (i) the Settlor, or
    - (ii) two Beneficiaries (after the death of the Settlor).

#### 2.5 Power of advancement

The Trustees may pay or apply any Trust Property for the advancement or benefit of any Beneficiary.

#### 2.6 Loans to Beneficiaries

- (1) The Trustees may lend money which is Trust Property to any of the Beneficiaries.
- (2) The loan may be on such terms as the Trustees think fit and in particular the loan may be:
  - (a) with or without security;
  - (b) repayable at such time or times as the Trustees think fit;
  - (c) interest-free or at an interest rate the Trustees consider appropriate.

### 3. Default trusts

Subject to the trusts in clause 1 and the Overriding Powers the Trust Fund and income thereof shall be held on trust for the benefit of any one or more of the Beneficiaries and in such shares (or wholly to one) and for such interests as the Trustees may during the Trust Period appoint. Subject to and in default of any appointment at the end of the trust period the remaining trust fund shall be distributed absolutely between the children, grandchildren and great grandchildren of the Settlor that are still living in equal shares per stirpes subject to that if no such persons are living to any company, body, trust established for charitable purposes only as the trustees shall determine.

### 4. The Trustees

#### 4.1 Appointment of Trustees

The Settlor hereby appoints the Additional Trustee(s) to act with the Settlor as the Original Trustees of the Trust.

#### 4.2 Transfer of assets into the Trust Fund

Where the Trust Fund or any part of the Trust Fund consists of policies of assurance or capital redemption policies excluding "applied for policies":

- (1a) the Settlor hereby assigns all the rights, title, interest in the policies and all proceeds and benefits attached to the said policies to the Settlor and the Additional Trustees as the Original Trustees of the Trust to hold subject to the trusts and powers and provisions set out in this document.

## Section F – Trust Provisions – continued

(1b) the assignment at (1a) and the appointment of Trustees at 4.1 will take effect on the date of this Deed.

Where the Trust Fund or any part of the Trust Fund consists of assets other than policies of assurance or capital redemption policies and not otherwise including any "applied for policies":

(2a) the Settlor hereby transfers those assets to the Settlor and the Additional Trustees as the Original Trustees of the Trust to hold subject to the trusts and powers and provisions set out in this document.

(2b) the transfer at (2a) and the appointment of Trustees at 4.1 will take effect on the date of this Deed.

### 5. The Law

This declaration of Trust is irrevocable and shall be governed by the Law of England and Wales.

### 6. Incorporation of Trust Administrative Provisions

The Trust Administrative Provisions are incorporated in this Trust and those provisions shall apply in relation to the administration of the Trust Fund and the exercise by the Trustees of their powers and duties PROVIDED THAT in the event of any conflict between any of the Trust Provisions in clauses 1 to 5 above and any of the incorporated Trust Administrative Provisions the former shall prevail.

## Section G – Trust Administrative Provisions

### 1. The Trustees' general power to look after the Trust Fund

When investing, disposing and dealing with the Trust Fund and carrying out any transaction whatever in connection with the Trust Fund the Trustees have the widest powers that are capable of being conferred on Trustees. These widest possible powers shall not be limited in any way by anything in clause 2 below.

### 2. Specific Powers

#### 2.1 Investment

(1) The Trustees may make any kind of investment that they could make if they were absolutely entitled to the Trust Fund. In particular the Trustees may invest in property in any part of the world, unsecured loans, speculative or hazardous investments or anything else.

(2) The Trustees are under no obligation to diversify the Trust Fund.

#### 2.2 Borrowing

The Trustees may borrow money for investment or any other purpose. Money borrowed shall be treated as Trust Property.

#### 2.3 Charities

Where Trust Property is to be paid or transferred to a charity the receipt of the treasurer or appropriate officer of the charity shall be a complete discharge of the Trustees.

#### 2.4 Release of powers

The Trustees may by Deed release any of their powers wholly or in part so as to bind future Trustees.

### 3. Minors

(1) Where the Trustees may apply income for the benefit of a minor, they may do so by resolving that they hold that income on Trust for the minor absolutely and:

- (a) the Trustees may apply that income for the benefit of the minor during his minority;
- (b) the Trustees shall transfer the residue of that income to the minor on attaining the age of 18;
- (c) for investment and other administrative purposes that income shall be treated as Trust Property.

(2) Where the Trustees may apply income for the benefit of a minor, they may do so by paying the income to the minor's parent or guardian on behalf of the minor.

(3) Where the Trustees wish to pay or transfer Trust Property to a minor for the advancement or benefit of the minor they may do so by paying or transferring that Trust Property to the minor's parent or guardian. In particular, where the Trustees wish to transfer a policy to a minor they may do so by assigning it to the minor's parent or guardian to hold the policy as nominee on behalf of the minor and deal with the policy for the benefit of the minor.

(4) The Trustees are under no duty to enquire into the use of Trust Property or income that has been paid or transferred to a minor's parent or guardian unless they have knowledge of circumstances which call for enquiry.

### 4. Mentally handicapped Beneficiary

Where income or capital is payable to a Beneficiary who does not have the mental capacity to appoint an attorney with an enduring general power, the Trustees may (subject to the directions of the Court or his Receiver) apply that income or capital for his benefit.

### 5. Trustee or Protector remuneration

(1) A Trustee carrying on business which consists of or includes the management of Trusts or advising Trustees may charge and be paid for work done by him or his firm in connection with this Trust.

(2) A solicitor (or equivalent person) may charge and be paid all normal professional or other charges for business done, services rendered or time spent by him personally (or by his firm or company) in connection with this Trust, including anything which a layman could have done personally.

### 6. Appointment, retirement or dismissal of Trustees

(1) If this Trust is created by just one Settlor the power to appoint Trustees shall be exercisable by:

- (a) the Settlor while the Settlor is alive and is fit and able to exercise this power; or
- (b) the Trustees if the Settlor has died or becomes unfit or unable to exercise this power.

## Section G – Trust Administrative Provisions – continued

- (2) If this Trust is created by two Settlers any appointment of a Trustee shall be made by:
- (a) the Settlers jointly while both of them are alive and are fit and able to exercise this power; or
  - (b) the other Settlor if one of the Settlers dies or becomes unfit or unable to exercise this power; or
  - (c) the Trustees if both Settlers have died or become unfit or unable to exercise this power.
- (3) A Trustee may retire provided that following the Trustee's retirement:
- (a) there are at least two continuing Trustees; or
  - (b) the continuing Trustee is a Trust Company.
- (4) If this Trust is created by just one Settlor the power to dismiss Trustees shall be exercisable by the Settlor while the Settlor is alive and is fit and able to exercise this power provided that following the Trustees dismissal there are at least two continuing individual Trustees or the continuing Trustee is a Trust Company.
- (5) If this Trust is created by two Settlers any dismissal of a Trustee shall be made by:
- (a) the Settlers jointly while both of them are alive and are fit and able to exercise this power; or
  - (b) the other Settlor if one of the Settlers dies or becomes unfit or unable to exercise this power;
- provided that following the Trustees dismissal there are at least two continuing individual Trustees or the continuing Trustee is a Trust Company.
- (6) Any appointment, retirement or dismissal of a Trustee shall be made by Deed.
- (7) There shall be no duty to consult with any of the Beneficiaries about any appointment, retirement or dismissal of a Trustee.

### 7. Liability of Trustees

- (1) A Trustee shall not be liable for a loss to the Trust Fund unless that loss was caused by his own fraud or negligence.
- (2) A Trustee shall not be liable for acting in accordance with advice of Counsel or a solicitor (or equivalent) with respect to this Trust unless:
- (a) the Trustee knows or has reasonable grounds to suspect that the advice was given in ignorance of material facts; or
  - (b) proceedings are pending to obtain the decision of the court on the matter.

## Important notes

Anyone thinking of using the Excluded Property Trust, or doing anything under the provisions of the trust, must seek and rely on the advice of a suitable tax and trust practitioner. You should seek appropriate professional advice before proceeding and the trust instrument accompanying this brochure is provided for your consideration and use on this understanding. This is very important for a number of reasons.

- This trust will not be suitable in all cases and other forms of tax and trust planning may be more suitable in individual circumstances.
- Creating a trust can have taxation as well as legal consequences.
- Once a trust has been created it cannot be revoked.
- The Trustees have duties to the Beneficiaries and the misuse of a Trust power by a Trustee can make her/him personally liable for resulting losses.
- Situations that may involve international or cross-border legal and taxation issues can be extremely complex.
- Tax and trust law can be open to differing interpretations.

The information in this form is based on our understanding of current taxation, legislation and HM Revenue & Customs practice, all of which are liable to change without notice. The impact of taxation (and any tax reliefs) depends on individual circumstances. Every care has been taken as to its accuracy, but it must be appreciated that neither Prudential International 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 in or in conjunction with this form. Investors must consult their own professional advisers for advice relevant for or to their own circumstances. Full terms and conditions are available on request from Prudential International or contact your Financial Adviser for more details.



The registered office of Prudential International is in Ireland at Montague House, Adelaide Road, Dublin 2. Prudential International is a marketing name of Prudential International Assurance plc. Registration No. 209956. Telephone number +353 1 476 5000. If the Company should become unable to meet its liabilities, the Financial Services Compensation Scheme will protect eligible policyholders habitually resident in the UK when their contract starts, with effect from 1 December 2001. This protection does not extend to externally-linked investments. Prudential International Assurance plc is authorised by the Central Bank of Ireland and is subject to limited regulation by the Financial Conduct Authority for UK business. Details on the extent of our regulation by the Financial Conduct Authority are available from us on request.