

# ESTATE PLANNING BOND

## ABSOLUTE TRUST

For use with the Estate Planning Bond application only

**Cannot be used when appointing Utmost Trustee Solutions Limited**

Before completing this Trust Deed, you should take appropriate professional advice as to its suitability, ensuring that it meets your needs and does not conflict with any other arrangements you have made. You should also make sure that your chosen Trustees understand their duties and responsibilities as Trustees.

Please also ensure you complete and submit the **Tax Information Exchange Pack for Entities** along with this Trust Deed.

Once complete, please return this Trust Deed and any supporting documents to: **Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.**

Once all necessary information has been received and processing has been completed, we will then date the Trust Deed and note the Trust on our records.

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
<b>Part 1 - The Trust Deed</b>	4	A - Donor's declaration	The Donor	<input type="checkbox"/>
	4	B - Definitions	The Donor	<input type="checkbox"/>
	9	D - Signatures	Donor & Trustees & Witness	<input type="checkbox"/>
<b>Part 2 - Our Anti-Money Laundering Requirements</b>	11	E - Politically Exposed Persons	Donor & Trustees	<input type="checkbox"/>
<b>Tax Information Exchange Pack for Entities</b>	N/A	Separate form available from our website	Parties to the Trust	<input type="checkbox"/>

## A WEALTH *of* DIFFERENCE

[www.utmostinternational.com](http://www.utmostinternational.com)

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost International Isle of Man Limited is registered in the Isle of Man under number 24916C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Tel: +44 (0)1624 643 345. Licensed by the Isle of Man Financial Services Authority.

Utmost Wealth Solutions is registered in the Isle of Man as a business name of Utmost International Isle of Man Limited.

IOM PR 0038 | 11/22

## IMPORTANT INFORMATION AND GUIDANCE FOR THE DONOR

The Trust Deed is designed for investments in the Estate Planning Bond from Utmost International Isle of Man Limited. It may be used by a single Donor or joint Donors, who are either married or in a civil partnership and would like their policy to be held within an Absolute Trust.

It is expected that an Absolute Trust will be used only when you are certain about exactly who will benefit from the Trust Fund after your death. In this Trust, the Beneficiaries and their share of the Trust Fund are fixed and cannot be changed once the Trust is set up.

Please note that when the Estate Planning Bond is put into Trust, the investment is given away completely. The Trustees then hold it on behalf of the Beneficiaries. You, as the Donor, are entitled only to the regular withdrawals payable from the bond during your lifetime, and you cannot benefit from the Trust Fund. The terms of the Estate Planning Bond mean that neither you nor the Trustees will be able to surrender the bond during your lifetime.

### IMPORTANT INFORMATION FOR TRUSTEES - UK TRUST REGISTRATION

When this Trust is created and where the Donor and Trustees are UK resident, it is likely that the Trust will be classified as a UK express trust under the regulations adopted by the UK government arising from the EU Fifth Money Laundering Directive.

The Trustees will be responsible for registering certain Trusts, including UK express trusts, on the UK government's online Trust Registration Service. To comply with the regulations, the Trustees must provide information about the Donor, the Trust and the beneficial interest it creates within the required timeframe. Please speak to your financial adviser to ensure you and your Trustees understand these reporting requirements.

Before completing this Trust Deed, you should make sure you have:

- › read all the relevant Estate Planning Bond literature, including the **Product Guide** and any supporting documents, which are available from your financial adviser or from us, and
- › read the '**Important Warning**' on page 4.

When completing this Trust Deed, please ensure you have:

- › completed all sections within this Trust Deed and that all signatures provided in Section D are witnessed as requested
- › attached any additional instructions or documentation securely to the back of this Trust Deed
- › discussed anything you don't understand with your financial adviser before signing the Trust Deed
- › also completed and submitted the **Tax Information Exchange Pack for Entities**.

### HOW WE USE YOUR INFORMATION

We use the information you give us, about yourself and other people, to provide our products and services. In order to support our products and services, we transfer information between different entities within our immediate operating group and to appointed data processors, but we do not transfer information to other parties, unless required to do so by law or regulation. We do not carry out marketing using the information or transfer, or sell, your personal information to others for marketing purposes.

More details about how we use your information, your rights over this information and how you can exercise your rights can be found in the applicable Privacy Notice. We publish our Privacy Notice on our website at [www.utmostinternational.com/privacy-statements/](http://www.utmostinternational.com/privacy-statements/) or you can contact us on **+44 (0)1624 643 345** and request a copy.

## NOTES TO HELP YOU COMPLETE THE TRUST DEED

Please complete this Trust Deed using **blue or black ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and ensure you initial next to the correction. **Please do not use correction fluid**. No alterations should be made to the Trust Deed.

### SECTION A - DONOR'S DECLARATION

This is where you, as the Donor of the Trust, and as applicant for the Estate Planning Bond, declare that the bond will be held by the Trustees from the Effective Date of the Trust.

The date of your application for the Estate Planning Bond should be included here to confirm your intention that the bond, when issued, will form the Trust Fund.

### SECTION B - DEFINITIONS

- 1 Effective Date** - This should be left blank. It will be completed by Utmost International Isle of Man Limited.
- 2 Trust Arrangements** - As noted above, the Estate Planning Bond will be placed in Trust. You will need to leave part B2 blank, as Utmost International Isle of Man Limited will add the bond number when the bond is issued. The bond will be held as follows:
  - › **The Grantee Fund** - As defined in B5 of the Trust Deed, held for the Donor
  - › **The Trust Fund** - As defined in B6 of the Trust Deed, held for the Beneficiaries.
- 3 The Donor** - Your details, as the creator(s) of the Trust, should be included here.
- 4 The Trustees** - The details of the persons who will act as Trustees should be set out here. If you are to be a Trustee, please include your details again here. Where individuals are to act as Trustees, at least two should be appointed. Where a Corporate Trustee is appointed, one is sufficient.
- 5 The Beneficiaries** - The names of the persons who will benefit from the Trust Fund and their percentage share of the Trust Fund should be written here. These cannot be changed once the Absolute Trust is established. You must not be included as a Beneficiary.

### SECTION C - TRUST PROVISIONS

This describes the terms of the Trust and the powers given to the Trustees. It is important that you and the Trustees are familiar with the Trust Provisions. **Your attention is drawn to the effect of clauses C4 and C10 of the Trust Provisions. Clause C4 limits the Trustee's duty of care, whilst clause C10 limits the Trustee's liability for breaches of trust and loss to the Trust Fund.** This means that the Trustees are not liable for any loss to the Trust Fund except that arising from their own fraud or dishonesty. If you have any questions about this or any other Trust Provision please discuss them with your legal adviser.

### SECTION D - SIGNATURES

You and all the Trustees must sign in this section, and each signature should be witnessed by an independent person who is aged 18 or over, and is not a party to this Trust Deed or a Beneficiary.

**SIGNATURE** This symbol shows where the Donor, Trustees and witnesses must sign.

### CORRESPONDENCE

**Please name the Trustee who is to receive all future correspondence in the box below.**


## PART 1 – THE TRUST DEED

## IMPORTANT WARNING

This Trust Deed has been prepared in accordance with Utmost International Isle of Man Limited's interpretation of the law of England & Wales and HM Revenue & Customs practice as at **1 January 2021**. Utmost International Isle of Man Limited accepts no responsibility for any loss incurred by the Donor, or any other person, arising out of the use of this Trust Deed. Legislation and practice regarding taxation are subject to change which cannot be foreseen and tax treatment will depend on individual circumstances. Before completing this Trust Deed, the Donor should take appropriate professional advice as to its suitability. **Providing a sample trust form for you and your professional advisers to consider does not constitute the provision of a trustee service by the bond provider.**

## A DONOR'S DECLARATION

The Donor named in part B3 hereby declares that from the Effective Date, the Trust Fund defined in part B6 will be held by the Trustees subject to the Trust Provisions set out below. The Trust shall be irrevocable.

The Donor confirms and declares that the application dated

d	d	m	m	y	y	y	y
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made by the Donor for an Estate Planning Bond, is made on the understanding that the bond issued on acceptance of that application will constitute the Bond defined in part B2 and that the Effective Date of the Trust will be the date the Bond is issued.

## B DEFINITIONS

In this Trust, the following words will have the meanings set out below and unless the context does not permit the masculine, will include the feminine and the singular will include the plural and vice versa.

## 1 'Effective Date'

This Trust is made on

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

Please leave  
blank –  
to be completed  
by Utmost  
International Isle  
of Man Limited.

## 2 The 'Bond'

The 'Bond' means all policies contained within the following contract

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Please leave blank –  
to be completed by Utmost  
International Isle of Man Limited.

## 3 The 'Donor'

The 'Donor' means the person or persons named below

	Donor 1	Donor 2																
Title (Mr, Mrs, Miss or Other)	<table border="1"><tr><td></td></tr></table>		<table border="1"><tr><td></td></tr></table>															
Name	<table border="1"><tr><td></td></tr><tr><td></td></tr></table>			<table border="1"><tr><td></td></tr><tr><td></td></tr></table>														
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d	d	m	m	y	y	y	y											
Nationality	<table border="1"><tr><td></td></tr></table>		<table border="1"><tr><td></td></tr></table>															
Country of birth	<table border="1"><tr><td></td></tr></table>		<table border="1"><tr><td></td></tr></table>															

#### 4 The Policy Conditions

The policy conditions applicable to the policies contained within the Bond.

#### 5 The 'Grantee Fund'

The regular withdrawals provided for under the Policy Schedule and clause 6(i) of the Policy Conditions.

#### 6 The 'Trust Fund'

The Bond and all property from time to time representing the Bond but excluding the Grantee Fund.

#### 7 The 'Trustees'

The 'Trustees' mean the persons named below, for the time being, acting under the Trusts declared in this Deed.

If there are more than four Trustees, please photocopy this page, complete the relevant details and attach it securely to the Trust Deed.

If the Donor is to be a Trustee, they should be included here as well.

Where individual Trustees are to be appointed, it is usual and strongly recommended to have at least two. Where a Corporate Trustee is appointed, one Trustee is sufficient.



	Trustee 1	Trustee 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
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Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

	Trustee 3	Trustee 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/>	<input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

## 8 The 'Beneficiaries'

The 'Beneficiaries' mean the person or persons named below in the shares specified. If no shares are specified, the Beneficiaries will benefit in equal shares.

### The Donor(s) should not be named here.

If there are more than four Beneficiaries, please photocopy this page and complete the additional details. The Donor must sign and date any additional pages and attach them securely to this Trust Deed. Beneficiaries cannot be added or changed after this Trust is established.

Please provide the details of the person(s) who the Donor wishes to benefit under this Trust and indicate the shares in which they will benefit.

	Beneficiary 1	Beneficiary 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>
Specified share	<input type="text"/>	<input type="text"/>

	Beneficiary 3	Beneficiary 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>
Specified share	<input type="text"/> %	<input type="text"/> %

**Specified shares should add up to a total of 100%.**

Terms used in this Trust Deed shall, unless the context otherwise requires, bear the same meaning as in the Policy Conditions. References to the Donor shall, where there is more than one Donor, refer to each and any one of them.

## C TRUST PROVISIONS

### 1 Transfer of assets into the Trust Fund

The Donor confirms that the Bond described in part B2 is hereby assigned and transferred to the Trustees.

### 2 The Grantee Fund

The Trustees shall hold the Grantee Fund on Trust for the Donor absolutely so that the regular withdrawals, provided for under the Policy Schedule and clause 6(i) of the Policy Conditions, shall accrue to and belong to the Donor absolutely (and if more than one as joint tenants).

### 3 Entitlement of Beneficiaries

The Trustees shall hold the capital and income of the Trust Fund for the Beneficiaries in the specified shares absolutely, and if no shares have been specified and there is more than one Beneficiary, in equal shares absolutely.

### 4 Trustees' power to borrow, deal with and invest the Trust Fund as if they are the absolute beneficial owners

The Trustees shall have all the administrative powers of an absolute beneficial owner over the Trust Fund. In particular:

- The Trustees may borrow with or without the security of the Trust Fund
- The Trustees may surrender or assign any policy held in the Trust Fund
- The Trustees may retain any policy held in the Trust Fund without being obliged to consider whether it should be surrendered or assigned

- The Trustees may invest the Trust Fund in any way they think fit, including in property in any part of the world and in unsecured loans
- In discharging their investment function, the Trustees do not have any of the duties described in the Trustee Act 2000 ('the Act') or any similar duties however they arise and in particular:
  - the duty of care in section 1 of the Act
  - the duty to take advice in section 5 of the Act
  - the duty to have regard to the standard investment criteria in section 4 of the Act
  - the duties in the Act concerning the appointment of an investment manager
  - any duty to diversify the Trust Fund or to consider diversifying the Trust Fund
  - any duty to balance the interests of beneficiaries with different interests.
- The Trustees may delegate investment management responsibility, or any aspect of it, on any terms to any person(s) including the Donor or the Donor's adviser and they have no responsibility to supervise or monitor the way in which the delegate discharges that responsibility or to monitor the suitability of the delegation or of the delegate. In the case of any delegation to the Donor, the Donor shall not be remunerated or receive any consideration for any services

- g) The Trustees may consider advice or representations from any person they think fit in relation to investment or any other dealing with the Trust Fund but they do not have any obligation to act upon any such advice or representations.

## **5 Trustees' power to maintain minor Beneficiaries**

- a) Section 31 of the Trustee Act 1925 shall not apply to this Trust
- b) Where the Trustees hold the whole or any part of the capital and income of the Trust Fund on Trust for a minor, they may apply the whole or any part of it towards the minor's maintenance, education or benefit and will retain the remainder on Trust for that minor absolutely until they shall attain the age of majority
- c) The Trustees may pay any such sum of capital or income to the minor's parent or guardian for the minor's behalf and the receipt of the parent or guardian shall be a complete discharge to the Trustees.

## **6 Receipt of benefits of the Trust Fund**

Where a company pays the proceeds of any policy or units, in accordance with the Trustees' instructions, this will be a full discharge for the company. The Trustees are responsible for passing benefits to Beneficiaries.

## **7 Appointment and Replacement of Trustees**

- a) The power to appoint new or replacement Trustees shall rest with the Trustees
- b) A person may be appointed to be a Trustee notwithstanding that such person is not resident in the United Kingdom. Remaining out of the United Kingdom for more than 12 months shall not be a ground for the removal of a Trustee
- c) The Trustees may remove or replace a Trustee who cannot be found provided that reasonable efforts have been made to find the Trustee being removed and all the remaining Trustees execute the deed of removal/replacement
- d) Where a Trustee lacks capacity to exercise his functions as Trustee, and is also entitled in possession to some beneficial interest in the trust property, an appointment of a new Trustee in his place may be made by virtue of Section 36(1)(b) Trustee Act 1925 and leave to make the appointment from the Court of Protection shall not be necessary.

## **8 Payments to Trustees**

- a) Trustees may be in a profession or business, for example as a solicitor or an accountant. If they or their firm does work in relation to the Trust in a professional capacity, they will be entitled to be paid all reasonable professional fees and charges for their work. This entitlement applies to all Trustees other than the Donor

- b) Any Trustee is entitled to be reimbursed out of the Trust Fund for any reasonable expense incurred by that Trustee in respect of taking professional advice relating to this Trust, including advice in respect of investments and to recover all legal costs reasonably incurred. The timing of any repayment permitted under this clause will be subject to any legal or contractual restrictions placed on the assets of the Trust Fund. Any reimbursement permitted will be limited to the realisable assets of the Trust Fund.

## **9 Power to vary or restrict administrative provisions**

When in the management or administration of the Trust Fund, the Trustees wish to carry out any transaction or dealing with the Trust Fund but they are advised that they do not have the necessary power to do so or where the Trustees wish to release or restrict any existing power they have, they may execute a deed giving themselves the necessary power or releasing or restricting their existing powers.

## **10 Protection of the Trustees**

- a) No Trustee shall be liable for any breach of trust or any loss to the Trust Fund (whether committed or caused by the Trustee or by any other person) unless it is the result of the fraud or dishonesty of that Trustee
- b) No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee or their personal representatives for any breach or alleged breach of trust committed by such co-Trustee or former Trustee
- c) No Trustee shall be bound to take any proceedings against any third party in respect of any actual or potential legal claims it may have whether in favour of the Trustee or the Trust Fund.

## **11 Restriction on exercise of powers**

- a) The Trust Fund shall be enjoyed to the entire exclusion of the Donor and of any benefit to him by contract or otherwise
- b) Without prejudice to the generality of the foregoing and notwithstanding anything else contained or implied in this Trust Deed no power conferred on the Trustees or any other person by this Trust Deed or by law shall be exercised and no provision of this Trust Deed shall operate directly or indirectly so as to cause or permit any part of the capital or income of the Trust Fund to be paid, transferred or applied to or for the benefit of the Donor.

## **12 This Trust will be governed by the laws of England and Wales.**



**D** SIGNATURES

Each signature must be witnessed by an independent witness who is 18 or over and not a party to this Trust or a Beneficiary. The same person can witness all signatures.

The parties have executed this document as a deed on the first date stated above.

If the Donor is also to be a Trustee they need to sign both in this section as a Donor and as a Trustee on the next page.

	Donor 1	Donor 2
Signed and delivered as a Deed by the said (full name of Donor)	<div></div>	<div></div>
Donor's SIGNATURE	<div></div>	<div></div>
In the presence of (full name of witness)	<div></div>	<div></div>
Witness SIGNATURE	<div></div>	<div></div>
Witness permanent residential address	<div></div>	<div></div>
Postcode	<div></div>	<div></div>

SIGNATURE

SIGNATURE

	Trustee 1	Trustee 2
Signed and delivered as a Deed by the said (full name of Trustee)	<div></div>	<div></div>
Trustee's SIGNATURE	<div></div>	<div></div>
In the presence of (full name of witness)	<div></div>	<div></div>
Witness SIGNATURE	<div></div>	<div></div>
Witness permanent residential address	<div></div>	<div></div>
Postcode	<div></div>	<div></div>

Each Trustee must sign the form.

SIGNATURE

SIGNATURE

	Trustee 3	Trustee 4	
Signed and delivered as a Deed by the said (full name of Trustee)	<div></div>	<div></div>	
Trustee's SIGNATURE	<div></div>	<div></div>	SIGNATURE
In the presence of (full name of witness)	<div></div>	<div></div>	
Witness SIGNATURE	<div></div>	<div></div>	SIGNATURE
Witness permanent residential address	<div></div>	<div></div>	
Postcode	<div></div>	<div></div>	

PART 2 – OUR ANTI-MONEY LAUNDERING REQUIREMENT

E POLITICALLY EXPOSED PERSONS

Under our current Anti-Money laundering obligations, we are required to identify any persons associated with this Trust who could be classed as a Politically Exposed Person (PEP). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities, for example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank. Immediate family members or close associates of a PEP should be considered a PEP in their own right.

Please provide details in the box below of any persons that could be considered to be a PEP (as defined above) in relation to this Trust. Non-completion confirms that there are no associated PEPs:


F NOTES

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