



Bare Trust (Joint Life)

WARNING: This is a specimen document. Before you complete it and it is executed, we strongly recommend that you obtain independent legal and tax advice on whether this document is appropriate for your needs and circumstances and on the consequences (including any tax consequences) of signing it. AIG Life Limited is not able to advise you in this regard and does not accept any liability for the effect or consequences (including any tax consequences) of using this document.

This document is designed to be used for AIG Life Limited (joint life) policies only. It is intended for use where two people have taken out a joint policy and wish to settle the policy (or certain benefits payable under policy covers) into trust.

What is the AIG Bare Trust?

Where AIG Covers are eligible to be written in trust, there is an option to gift certain benefits, such as death benefits, to the Trust to be held for specific individuals or a group of individuals. If a benefit is gifted into a trust, this means that the proceeds that may become payable on the acceptance of a claim will be paid **to the Trust and not to you**.

A Bare Trust is a trust which enables you as the policyholder to gift certain benefits, such as death benefits, to the Trust to be held by the Trustees for a named Beneficiary or group of Beneficiaries in fixed specified amounts, who will have an immediate right to their 'share' of the benefits held in the Trust when they pay out. For further information on this type of trust please read our 'Guide to Trusts'.

The benefits which can be gifted into trust are listed in the 'Gifted/Retained Benefits' section of this document. If you wish to gift a particular benefit into the Trust, please tick the box for the relevant Cover. If the box for a particular benefit is not completed then this benefit will be retained. Some benefits (e.g. Income Protection) cannot be gifted, so will automatically be retained.

Please note: If you choose to retain a benefit under a cover rather than gift it into trust then it may form part of your estate for Inheritance Tax purposes (whether or not you choose to claim it).

Joint life cover

This document is to be used with joint life policies and where you wish to gift joint life cover to a trust. The details of the second person applying for cover should be included in the box 'Second policyholder/Settlor' in Section C.

If the Cover is a joint life Cover which pays death benefits on the first death, you can choose for those benefits to be paid to the surviving joint policyholder if they survive the first death by 30 days and only to be paid to the Trust if the surviving joint policyholder fails to survive 30 days after the first death.

You can select the 'Survivorship Option' in section C of this document. If the Survivorship Option is not selected, any death benefits payable will be paid to the Trust irrespective of how long the surviving person survives.

Please note: Advice should be taken on whether to select the Survivorship Option as this could have Inheritance Tax implications for the surviving policyholder's estate.

Once you and the Trustees that you choose have signed this document and the Policy commences:

- All benefits payable under the Cover you have selected to gift into the Trust will be held in trust for the Beneficiaries and all other benefits not being gifted will be retained for you;
- The Trustees can only be changed in accordance with the terms of the Trust;
- You cannot change the Beneficiaries named under the Trust or add to them as their interests will be fixed; and
- The Trustees will manage and control the benefits that are being held in the Trust.

Trusts and taxation

Normally, life insurance policies that have been put into trust are not included in your estate for Inheritance Tax purposes. However, this is not the case where benefits have been retained (whether or not those benefits have been claimed) or where the Survivorship Option has been selected as the proceeds may then form part of the surviving policyholder's estate.

You should take advice on the tax implications of creating this Trust and settling or retaining benefits under it as well as any ongoing compliance requirements for the Trust with HMRC and/or any other authorities.

The laws relating to the taxation of gifts and trusts may change in the future. AIG Life Limited shall not be held responsible for any information given in this document or any other AIG documentation or for any changes in tax provisions or legislation that may affect the policies within the trusts or the tax treatment of either the policies or the provisions of the trust or the rules applying to gifts for Inheritance Tax planning purposes.

Please read: Before you complete this document and it is executed, we would recommend that you read our 'Guide to Trusts' and speak to a legal adviser. They will be able to help you decide whether a Trust is right for you and, if so, which type of trust would suit your needs and circumstances best.

The original executed Trust Deed (or a certified copy of the original) should be sent to: AIG Life Limited, PO Box 12010, Harlow, CM20 9LG as notice of the assignment of the Policy effected by this Trust.

Checklist

Before returning this document to AIG Life Limited, please check that you have completed all relevant sections as follows (please tick to confirm):

		<input checked="" type="checkbox"/>
Mandatory	Entered the Policy number and details of the policyholders and Additional Trustee(s)	<input type="checkbox"/>
Mandatory	Entered details of the Beneficiaries and percentage share (if relevant)	<input type="checkbox"/>
Optional	Ticked the box for any benefits you wish to gift to the Trust under the relevant cover in the Gifted/ Retained Benefits section (if applicable)	<input type="checkbox"/>
Optional	For joint life first death policies only - selected the 'Survivorship Option' (if desired)	<input type="checkbox"/>
Mandatory	Signed this document, with all signatures witnessed by an independent witness (who should be age 18 or over and not related to the Settlor or Trustees)	<input type="checkbox"/>
Mandatory	Dated this document (only after all sections have been completed and all parties have signed)	<input type="checkbox"/>

Section A: Definitions

The words in this Deed which begin with a capital letter have particular meanings which are set out in the table below.

Word	Definition
Additional Trustee	The person(s) listed in Section C and who will act with the Settlor as a Trustee of the Trust.
Beneficiary	The person(s) or class of person(s) listed in Section C to whom the Trust Fund will be paid in the proportions specified (if relevant).
Cover(s)	The cover(s) under the Policy that may be written in trust.
Initial Trustees	The Settlor and any Additional Trustee(s), who will become the new legal owners of the Policy, and be responsible for administering the Trust.
Minor	A person under the age of 18.
Policy	The life insurance policy recorded in Section C.
Retained Benefits	Any benefits listed in Section C (other than those payable on death) which either the Settlor has chosen not to gift to the Trust, or which cannot be gifted and are therefore automatically retained.
Settlor	The persons identified as such in Section C as the persons establishing this Trust.
Survivorship Option	The benefits which become payable to a surviving joint policyholder on the first death under the terms of the Survivorship Option in Section C if selected.
Trust	The trust declared by this Deed.
Trustees	The Initial Trustees and/or the trustees for the time being of this Trust (as the case may be).
Trust Fund	The Covers, all title, benefits, rights and interests which may be payable under the Covers, all monies received or may be payable under the Covers and all property and monies added there to by way of further settlement, accumulation of income or otherwise, but excluding any Retained Benefits and any property from time to time representing the Retained Benefits.
Trust Period	The period ending the last day of the period of 125 from the date of this Deed.

Unless the context otherwise requires:

- words denoting the singular shall include the plural and vice versa; and
- words denoting any gender shall include all other genders.

References to 'child', 'children' or 'issue' of any person shall include his children, and remoter issue, whether legitimate, legitimated, illegitimate or adopted but shall exclude step-children.

Section B: The Trust Provisions

1 Declaration of Trust

The Settlor as the legal and beneficial owner of the Policy hereby declares that he or she holds the Policy and all the benefits payable under it on trust together with the Additional Trustees as Initial Trustees subject to the powers and provisions of the Trust as set out in this Deed.

2 Appointment of Additional Trustees

The Settlor hereby appoints the Additional Trustees to act with the Settlor as Trustees of the Trust in accordance with the terms of this Deed and the Additional Trustees agree to be appointed as signified by them signing this Deed.

3 Retained Benefits

The Trustees shall hold the Retained Benefits and the income from them for the absolute benefit of the Settlor or, if there is more than one Settlor, for the absolute benefit of that Settlor in respect of whose illness or care need the relevant benefit is payable.

4 Bare Trusts

The Trustees shall hold the income and capital of the Trust Fund upon trust for the Beneficiary in the shares specified in Section C and, if no such shares are specified and there is more than one Beneficiary, in equal shares absolutely.

5 Survivorship Option

The Trustees shall hold any benefits which may become payable on the death of the first joint policyholder under the Survivorship Option (if selected) and the income arising for the absolute benefit of the surviving joint policyholder.

6 Settlor unable to benefit

No part of the capital or income of the Trust Fund is to be paid in any way to, or for the benefit of, the Settlor. For the avoidance of doubt, this clause shall not affect any payment to the surviving joint policyholder of any benefits which may be payable to him or her on the death of the first joint policyholder under the Survivorship Option.

7 Irrevocability

The Trust shall be irrevocable.

8 Number of Trustees and power to appoint new Trustees

- (a) There must be at least two Trustees at any given time of which one must be a person who is not the Settlor.
 - (b) The power to appoint new Trustees shall be vested in the Settlor during his or her lifetime (such appointment must be by deed). If the Settlor is more than one person, this power shall be exercisable by them jointly.
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9 Power to remove Trustees and retirement of Trustees

- (a) The Settlor shall, during his or her lifetime, have the power to remove any Trustee without giving reasons for doing so and without the need for the other Trustees to agree, provided at least two Trustees remain following the removal. If the Settlor is more than one person, this power shall be exercisable by them jointly.
- (b) The Trustees may remove a Trustee who cannot be found provided that:
 - (i) the Trustee who is being removed has not been in contact with any of the other Trustees within the period of 12 months preceding the removal;
 - (ii) the other Trustees have made reasonable efforts to make contact with the Trustee who is being removed; and
 - (iii) the removal is effected by deed executed by all of the continuing Trustees being at least two in number and a declaration is made in such deed that all reasonable efforts were made to contact the Trustee who cannot be found and that the continuing Trustees have written to the missing Trustee's last known address without success and that they have attempted to contact the missing Trustee through all other addresses given to them during their investigation. Such declaration shall be conclusive evidence in favour of any person dealing with the Trustees in good faith.
- (c) A Trustee may retire by giving notice in writing to the continuing Trustees provided that following the Trustee's retirement there are at least two continuing Trustees.

10 Trustee delegation and powers of Settlor as lead Trustee

- (a) Notwithstanding the trusts declared in this Deed, all powers conferred by the Policy on the Settlor shall, during the lifetime of the Settlor, be exercisable by the Settlor. If the Settlor is more than one person, these powers shall be exercisable by them jointly.
- (b) Notwithstanding the provisions of clause 10(a) above or any rule of law to the contrary, any of the Trustees or the Trustees jointly may authorise any person (including any one or more of the Trustees who may or may not be the Settlor) to exercise all or any functions on such terms as to remuneration and other matters as they think fit. A Trustee (or other person in a fiduciary capacity) shall not be responsible for the default of that person (even if the delegation was not strictly necessary or expedient) provided they took reasonable care in their selection and supervision. None of the restrictions on delegation in Sections 12 to 15 (inclusive) Trustee Act 2000 shall apply.

11 Power to invest

The Trustees shall have all the powers of investment granted to them by section 3 of the Trustee Act 2000 save that they shall not exercise such powers to invest any part of the Trust Fund in any wasting asset.

12 Power of management

The Trustees shall have all the powers of an absolute owner in relation to the management and administration of the Trust Fund.

13 Valid receipt

- (a) The Trustees may pay or transfer any assets comprised in, or income of, the Trust Fund to which any Minor is beneficially entitled, to that Minor or to any parent or guardian of that Minor and the receipt of the Minor or of that parent or guardian shall be a full discharge to the Trustees.
- (b) The Trustees may pay or transfer any assets comprised in, or income of, the Trust Fund to the person who purports to be the treasurer or other appropriate officer of any charity which is entitled to such assets or income, and the receipt of such person shall be a full discharge to the Trustees.

14 Power to charge

- (a) Any Trustee (except the Settlor), whether a solicitor or other person engaged in a profession or business, 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 this Trust.
- (b) 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 fees and 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 for its services 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.
- (c) The Trustees shall have power to pay out of income or capital, as they may in their discretion determine, any expenses relating to the Trust Fund (or any assets comprised within it) or its administration.

15 Other Trustee powers

The Trustees shall in addition to the powers referred to above and to the powers conferred on them by law have the following powers:

- (a) To borrow money for any purpose (including investment and the payment of tax or the making of any loan) upon any terms and the Trustees may charge property comprised in the Trust Fund for this purpose.
- (b) To effect any policy of insurance on the life of any person and in relation to any such policy the Trustees shall have all the powers of an absolute beneficial owner.
- (c) To retain all or any part of the Trust Fund in its actual condition and the Trustees shall be under no obligation in exercising their powers of investment to have regard to the need for diversification of investments.
- (d) To appropriate any part of the Trust Fund in or towards satisfaction of the interest of any Beneficiary and may for such purposes place such value on any property as they think fit.
- (e) To amend or add to the administrative provisions of this Trust provided such amendment or addition is by deed.

16 Liability for breach of trust

The liability of a Trustee for breach of the Trust shall be limited to breaches arising from the Trustee's own fraud, wilful misconduct or gross negligence except in the case of a Trustee acting in a professional capacity. The Trustees shall not be liable for the default of a person acting under a delegated power pursuant to clause 10 of these Trust provisions provided they took reasonable care in the selection and supervision of such person.

17 Governing law and jurisdiction

The governing law of this Trust shall be the law of England and Wales, without prejudice to the generality of the foregoing, that law shall govern the validity, construction, effects and administration of this Trust. The courts of England and Wales shall have exclusive jurisdiction in relation to the validity, construction, effects and administration of this Trust including, for the avoidance of doubt, in relation to the resolution of disputes regarding this Trust.

Section C: The Declaration of Trust

Please use CAPITALS and black or blue ink throughout. If you make a mistake, please correct the error by crossing out (do not use correction fluid). The parties to this Deed should then initial the change.

This declaration of trust is made on the

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PLEASE NOTE: THIS DATE SHOULD BE AFTER ALL PARTIES HAVE SIGNED THIS DOCUMENT AND NOT BEFORE THE DATE THE POLICY IS ISSUED.

in respect of Policy:

Cover reference	P										-		
Cover type													

between:

Policyholder/ Settlor	Full name of policyholder												
	Full address of policyholder												
												Postcode	

Second Policyholder/ Settlor	Full name of second policyholder												
	Full address of second policyholder												
												Postcode	

And:

Additional Trustee	Full name of Additional Trustee												
	Full address of Additional Trustee												
												Postcode	

Since there must be at least two trustees at any time, one of which is not the Settlor it is recommended (but not mandatory) that more than one additional trustee is appointed.

Additional Trustee	Full name of Additional Trustee												
	Full address of Additional Trustee												
												Postcode	

Additional Trustee	Full name of Additional Trustee	
	Full address of Additional Trustee	
		Postcode

Additional Trustee	Full name of Additional Trustee	
	Full address of Additional Trustee	
		Postcode

Gifted/Retained Benefits (where applicable)

Terminal Illness Benefit

I/we wish to gift the benefit under the Cover to this Trust, rather than retain it for myself/ourselves

Critical Illness Cover

I/we wish to gift the benefit under the Cover to this Trust, rather than retain it for myself/ourselves

Care Cover Benefit

I/we wish to gift the benefit under the Cover to this Trust, rather than retain it for myself/ourselves

Please note: If you tick any of the boxes relating to a Cover above, the benefits payable under that Cover **will be paid to the Trust** and not to you. If you do **NOT** tick a box relating to a Cover above, the benefits payable under that Cover will **NOT** be gifted and **will be retained** by you.

Survivorship Option

Death benefits payable on the first death (only applies in relation to joint life first death policies)

I/We wish the death benefits payable on the first death under this Cover to be paid to the joint policyholder if they survive by 30 days, and only to be paid to the Trust if the joint policyholder dies less than 30 days after the first death.

Please note: By ticking this box any death benefits payable on the first death shall be paid to the joint policyholder if they survive by 30 days and may then form part of the surviving joint policyholder's estate for Inheritance Tax purposes. Death benefits will only be paid to the Trust if the joint policyholder dies less than 30 days after the first death.

Beneficiaries

(i.e. the person(s) the Trustees are to distribute the Trust Fund to and in what proportions)

Full name of Beneficiary	
Address (if applicable)	
	Postcode
Share (%) / Description of gift	

Full name of Beneficiary	
Address (if applicable)	
	Postcode
Share (%) / Description of gift	

Full name of Beneficiary	
Address (if applicable)	
	Postcode
Share (%) / Description of gift	

Full name of Beneficiary	
Address (if applicable)	
	Postcode
Share (%) / Description of gift	

Execution of Trust

WARNING: BEFORE SIGNING THIS DOCUMENT PLEASE ENSURE THAT YOU HAVE CAREFULLY READ ALL OF ITS PROVISIONS AND THAT YOU HAVE TAKEN INDEPENDENT LEGAL AND TAX ADVICE ON THE TERMS OF THIS TRUST, ITS SUITABILITY TO YOUR NEEDS AND CIRCUMSTANCES AND ITS CONSEQUENCES (INCLUDING TAX CONSEQUENCES) OF SIGNING.

EXECUTED AS A DEED by the Settlor(s) and the Trustee(s) and delivered on the date the declaration of trust is made.

Signed as a deed by:

Settlor	Signature of Settlor	Full Name
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In the presence of:

Independent witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)

Second Settlor	Signature of second Settlor	Full Name
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In the presence of:

Independent witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)

Additional Trustee	Signature of Trustee	Full Name
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In the presence of:

Independent witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)

Additional Trustee	Signature of Trustee	Full Name
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In the presence of:

Independent witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)

Additional Trustee	Signature of Trustee	Full Name
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In the presence of:

Independent witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)

Additional Trustee	Signature of Trustee	Full Name
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In the presence of:

Independent witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)

Execution by Trustee Company (if applicable)

Signed as a deed for and on behalf of:

Name of Trustee company	
Name of director acting on behalf of Trustee company	
Signature of director	

In the presence of:

Independent Witness	Signature of witness	Full Name
Address		
		Postcode

(Please note that the witness(es) should be independent and not related to the Settlor or any of the Trustees.)



www.aiglife.co.uk

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