

A **Trust** is a legal relationship which exists when an asset is held by the Trustees for the benefit of the beneficiary(ies). The Trustees have the control and legal ownership of the asset but must use it for the benefit of the beneficiaries.

The Gift Trust is designed to enable the Settlor/s to pass property by way of an Inheritance Tax efficient gift to the Trustees, for the benefit of beneficiaries.

Completing the Trust form

(The numbering denotes the relevant clause in the Trust form.)

The Settlor - Creation and dating of the Trust

- Where the Settlor has applied for a Guardrisk Life International Limited policy which has not yet been issued, then the Trust form must be dated on or after the commencement date of that policy.
- Where the Settlor has an existing Guardrisk Life International Limited policy the Trust form should be dated on the date of completion.

Who are the Trustees?

A **Trustee** is a person or firm that holds and administers the Settlor's property or assets for the benefit of the person(s) specified in the Trust (the beneficiary(ies)).

The Trustees are the future legal owners of the Initial Trust Property, i.e. the property specified in Part 1 and/or Part 2 of the Trust Schedule, holding it upon Trust for the benefit of the person(s) specified in the Trust (the beneficiary(ies)).

Clause B (ii)

A minimum of two Trustees must be entered at Clause B (ii) for the Trust to be effective and up to four Trustees may be nominated. It is strongly recommended that one of the Trustees is independent, i.e. someone who is not a beneficiary of the Trust. Please note Trustees must be aged 18 or over.

Clause F (ii)

The Settlor may appoint new Trustees to act with the existing Trustees of the Trust. In addition, after the Settlor's death, the Trustees may also appoint Trustees.

Clause F (iii)

The Settlor may remove a Trustee from office, provided that a minimum of two Trustees or a Trust Corporation remain in office after the removal.

What is included in the Trust?

B (iv)

Where a policy is to be transferred into Trust **and** where clauses B (iv) parts (a) or (b) apply, details should be inserted in the relevant box. Any assets to be transferred to the Trustees at the outset, in addition to, or in place of a policy should be specified in Part 2 of the Trust Schedule.

Further assets can be added to the Trust Fund later, by transferring them to the Trustees.

The Named Beneficiaries

B (vi)

The Settlor can choose between a Bare Trust and a Discretionary Trust, but in both cases the Settlor must specify the Named Beneficiaries.

Where the Settlor chooses the Bare Trust, the Named Beneficiaries will benefit in the Appropriate Shares specified.

Where the Discretionary Trust is chosen, the Named Beneficiaries are the persons who will benefit in the Appropriate Shares specified in default of the Trustees exercising fully their dispositive powers. This means if the Trustees omit to make an appointment in favour of one or more persons from the list of Discretionary Beneficiaries at B (vii) (see below), or if the Trustees make an appointment of some but not all of the Trust assets.

Alteration of named beneficiaries

- Bare Trust - the Named Beneficiaries and the Appropriate Shares cannot be altered after the Trust is created.
- Discretionary Trust - the Trustees can exercise their discretion in favour of any one of the Discretionary Beneficiaries, and the Settlor can also add new Discretionary Beneficiaries (see The Discretionary Beneficiaries below).

In both cases the Settlor or their spouse/civil partner cannot be a Named Beneficiary. This is to prevent prejudicing the tax effectiveness of the Trust.

Death of a Named Beneficiary

- Bare Trust - if a Named Beneficiary dies, then his share passes to his estate.
- Discretionary Trust - the share of a Named Beneficiary may be appointed away by the Trustees to any of the Discretionary Beneficiaries at any time during the Trust Period, whether or not the Named Beneficiary has died.

The Discretionary Beneficiaries

Clause B (vii)

This Clause only applies if the Discretionary Trust form is selected.

The Discretionary Trust gives the Trustees the power to appoint the whole or part of the Trust Fund, either permanently or revocably, in favour of a range Discretionary Beneficiaries.

This means that the Trustees can override the Settlor's choice of Named Beneficiaries and Appropriate Shares.

During the Settlor's lifetime, however, this can only happen with his consent (see Clause E (i), proviso (A)).

Deed of Appointment

An appointment is effected by a simple signed and witnessed deed made by the Trustees.

- The income of the Trust Fund is distributable, as it arises, among the Discretionary Beneficiaries, in such shares as the Trustees, acting unanimously, decide. This is subject to any such appointment of any income of the Trust Fund, unless accumulated.
- This decision does not depend on a Deed of Appointment being executed.
- The Discretionary Beneficiaries include the Named Beneficiaries, the Settlor's children, remoter issue and siblings, and the current, former or surviving spouses or civil partners of any of the foregoing.
- The Settlor may add additional persons to the class of Discretionary Beneficiaries by completing the space provided at Clause B (vii) (f).
- The Settlor may also add additional persons to the class of Discretionary Beneficiaries at any time by a signed document given to the Trustees while he is alive or by will, or by both methods.
- During the Settlor's lifetime, the Settlor's spouse/civil partner is not included as a beneficiary as this may prejudice the tax effectiveness of the Trust.

Choosing the form of Trust

Part C

- The Settlor must initial the appropriate box to choose between the Bare Trust form and the Discretionary Trust form.
- If the Settlor initials the Bare Trust box in Part C, the applicable Trust provisions will be those contained in Part D.
- If the Settlor initials the Discretionary Trust box in Part C, the applicable Trust provisions will be those contained in Part E.
- If there is more than one Settlor, they must choose the same form of Trust and each must initial the relevant box.

Signing the Trust documentation

Part G

- The Trust form must be signed by the Settlor(s) before a witness who must sign against each signature.
- The witness must be independent, over 18 and not a relative of the person whose signature is being witnessed.
- The Trustees should sign at the end of the Trust form, adding the date of their respective signatures. This is to confirm acceptance of their appointment as Trustees.
- Once signed, the Trust form must be returned to the company issuing the policy (if any) for noting and return.
- When returned to you, it should be kept with the policy document (if any) and other Trust documentation.

Please complete this form in blue ink using BLOCK CAPITALS throughout.

If you are placing an existing Guardrisk Life International Limited policy in Trust, you will need to return the original policy documents to us with this Trust deed.

PART A Declaration

- i) This Declaration of Trust is made on _____ by the Settlor as follows.
- ii) The Settlor assigns the Initial Trust Property to the Trustees to hold it on the Trusts set out below.
- iii) The Definitions in Part B, to the extent that they are applicable, shall have the meanings set out in that Part.
- iv) If the Settlor initials the Bare Trust box in Part C, the applicable Trust provisions will be those in Part D. If the Settlor initials the Discretionary Trust box in Part C, the applicable Trust provisions will be those in Part E.
- v) The provisions in Parts F, G and H apply in any event.

PART B Definitions

i) The Settlor

Insert the full names including middle names and addresses of person(s) making the Trust, namely the current owners of (or proposers under) the Policy. In a case where no policy is to be included initially in the Trust, please provide the full details of the owners of the assets specified in Part 2 of the Schedule.

'The Settlor' means the following person(s) and their survivor:

Settlor 1

Settlor 1

- Full Name
- Residential address
- Country and place of birth
- Country of residence for tax purposes
- Tax reference number (i.e. TIN/NI)

ii) The Trustees

You must appoint at least two Trustees.

- Insert the names of the Trustees here
- It is strongly recommended that at least one of them should be independent (i.e. someone who is not a beneficiary of the Trust).
- The Settlor is not automatically a Trustee.

'The Trustees' means:

Trustee 1

- Full Name
- Residential address

Trustee 2

- Date of birth
- Country and place of birth
- Country of residence for tax purposes
- Tax reference number (i.e. TIN/NI)

Trustee 3

- Full Name
- Residential address

Trustee 4

- Date of birth
- Country and place of birth
- Country of residence for tax purposes
- Tax reference number (i.e. TIN/NI)

iii) The Trustees

'The Trustees' means the Trustees for the time being acting under this Trust Deed and any other person or company who may be appointed as a Trustee of this Trust Deed.

iv) The Policy

'The Policy' (if any) means:

(a) If the Policy is not yet in force:

The Policy to be issued by the Company under an application dated

(b) Where the Policy is in force:

Policy No:

v) The Company

'The Company' means Guardrisk Life International Limited

(i) The Named Beneficiaries and the Appropriate Shares

The 'Named Beneficiaries and the Appropriate Shares' means:

- Full Name
- Residential address
- Date of birth
- Appropriate Share %
- Full Name
- Residential address
- Date of birth
- Appropriate Share %
- Full Name
- Residential address
- Date of birth
- Appropriate Share %
- Full Name
- Residential address
- Date of birth
- Appropriate Share %

Where the Bare Trust option is chosen, the share of a Named Beneficiary who dies before the expiry of the Trust Period shall pass to his estate.

Where the Discretionary Trust option is chosen, the Trustees may appoint such share during the Trust Period to any of the Discretionary Beneficiaries.

vii) The Discretionary Beneficiaries

- This section only applies if the Discretionary Trust form is selected.
- The people mentioned in this section do not yet have any enforceable rights as Discretionary Beneficiaries. They are persons who MAY later be given a share of the Trust Fund, if the Trustees so decide.
- You may add other people at item (f), to suit your own requirements.
- You may also, after the Trust has been set up, add further people as potential beneficiaries by giving notice to that effect to the Trustees in accordance with item (g).
- Only if you feel strongly about the exclusion of a particular person or persons should you delete the appropriate reference(s). Any deletions should be initialed by the Settlor.

The Discretionary Beneficiaries means:

- (a) The Named Beneficiaries
- (b) Any child, grandchild or remoter issue of any person comprised within the definition of the Settlor
- (c) Any brother, sister or parent of any person comprised within the definition of the Settlor
- (d) Any spouse, former spouse or widow or civil partner, former civil partner or surviving civil partner of anyone within (a), (b) or (c)
- (e) Any person who is at any time the former spouse/civil partner or surviving widow or widowed civil partner of the Settlor

(f) Any person or class of persons named or identified here (please insert full name(s) and address(es))

Please note that the Settlor or their spouse/civil partner should not be added to this section.

(g) Any person nominated to the Trustees by the Settlor in writing (including a will or codicil) PROVIDED THAT no person comprised within the definition of the Settlor (whether or not comprised in any of the categories (a) to (g) above) shall be a Discretionary Beneficiary.

viii) Children, grandchildren and issue of any person

References to children, grandchildren and the issue of any person shall include children, grandchildren and remoter issue whether legitimate, illegitimate or adopted.

ix) Civil partner, former civil partner and surviving civil partner of any person

References to a person's civil partner are to that person's civil partner within the meaning of the term under the law, country or state where the civil partnership was formalised; likewise, references to a person's former civil partner are to a person who was that person's civil partner until their civil partnership was dissolved or annulled; and references to a person's surviving civil partner are to a person who was that person's civil partner immediately before that person's death.

x) The Initial Trust Property

'The Initial Trust Property' means the assets specified in Part 1 and/or Part 2 of the Schedule.

xi) The Trust Fund

'The Trust Fund' means:

- (a) the Initial Trust Property;
- (b) all other money investments or other property subsequently paid or transferred to the Trustees upon the Trusts of this Trust Deed;
- (c) all accumulations (if any) of income added to the Trust Fund; and
- (d) all property from time to time representing the above.

xii) The Trust Period

'The Trust Period' means the period of 125 years from the date of this Trust Deed which shall also be the perpetuity period.

xiii) Gender

Unless the context otherwise requires the masculine gender shall include the feminine and the neuter and vice versa and the singular shall include the plural.

xiv) Clause Headings

The clause headings are included for reference purposes only and shall not affect the interpretation of this Trust Deed.

PART C Choice of Trust Provisions

If the Settlor (or each Settlor if more than one) signs the Bare Trust box below then the Trust provisions in Part D apply. If the Settlor (or each Settlor if more than one) signs the Discretionary Trust box below, then the Trust provisions in Part E apply.

Settlor 1 signature

Settlor 2 signature

Bare Trust

Settlor 1 signature

Settlor 2 signature

Discretionary Trust

[Please note that the Settlor must choose between the two Trust forms.]

PART D Bare Trust Provisions

- i) The Trustees shall hold the Trust Fund and the income thereof upon Trust for the Named Beneficiaries in the Appropriate Shares specified in Clause B (vi). If no such shares are specified and there is more than one Named Beneficiary then the above shall be held in equal shares.
- ii) Notwithstanding that a Named Beneficiary is under the age of 18 years, he is nevertheless absolutely entitled to any income produced by the capital of the Trust Fund to which he is entitled.
- iii) Subject and without prejudice to sub-clause (ii) above and to any exercise of the power conferred on them by Clause G (vii), the Trustees may (at their sole discretion and in such manner as they think fit) apply the whole or such part of sections of the income, whenever arising, to which a Named Beneficiary who is under the age of 18 years is entitled, for or towards his maintenance, education or benefit. Income which is not so applied shall be retained by the Trustees who shall hold the same with and subject to the administrative powers and provisions of this Deed. These are applicable to the Trust Fund upon Trust for the Named Beneficiary absolutely.

PART E Discretionary Trust Provisions

- i) The Trustees shall hold the Trust Fund upon Trust for such one or more of the Discretionary Beneficiaries. This shall be in such proportions and on such Trusts as to both income and capital and with and subject to such powers and provisions, dispositive or administrative, in character and whether or not incorporating powers or discretions exercisable by the Trustees or other persons as the Trustees shall (by deed or deeds executed during the Trust Period) revocably or irrevocably appoint. This shall be PROVIDED ALWAYS THAT (A) no appointment and no revocation of any revocable appointment shall be valid without the written consent thereto of the Settlor if then living; and (B) any such appointment or revocation shall not invalidate any prior payment or application of all or part of the Trust Fund (whether capital or income) made in exercise of any of the powers conferred by the Trust Deed or by law.
- ii) The Trustees shall, in default of such appointment or so far as no such appointment shall extend, have power exercisable during the period of 21 years following the execution of this Deed to accumulate the income of the Trust Fund as an addition to capital. Subject to any and every exercise of such power, the Trustees shall pay the income of the Trust Fund arising during the Trust Period to or for the benefit of all or such one or more (exclusive of the others or other) of the Discretionary Beneficiaries as the Trustees shall in their absolute discretion determine.
- iii) Subject as aforesaid, the Trustees shall hold the Trust Fund as to both income and capital upon Trust for the Named Beneficiaries in the Appropriate Shares specified in Clause B (vi). If no such shares are specified and there is more than one Named Beneficiary, then this shall be in equal shares.
- iv) The Trustees may, at any time or times, advance to any beneficiary any part or the whole of the capital of the Trust Fund to which that beneficiary may be entitled or prospectively entitled (whether defeasibly, contingently or in default).
- v) Without prejudice to any exercise of the power conferred on them by Clause G (vii), the Trustees may at their sole discretion and in such manner as they think fit apply any income, whenever arising, to which a beneficiary who is under the age of 18 years is entitled, for his maintenance, education or benefit. Income which is not so applied shall be accumulated and added to the capital of the Trust Fund.
- vi) Without prejudice to the rights of the Settlor under Section 646 of the Income Tax (Trading and Other Income) Act 2005 and any amendment or re-enactment of it, the Trustees may not exercise any power or discretion so as to benefit (directly or indirectly) any person comprised within the definition of the Settlor; and no such person shall be entitled to charge remuneration for acting as a Trustee hereof.

PART F Appointment and Removal of Trustees

- i) There shall at all times be at least two Trustees unless a Trust Corporation is a Trustee.
- ii) The power of appointing new Trustees shall belong to the Settlor while he is alive and retains full legal capacity, and thereafter by the Trustees. In a situation where two persons are the Settlor then this power shall be exercisable by them jointly during their mutual lifetimes and thereafter by the survivor of them.
- iii) The Settlor may remove any Trustee by sending a notice of removal in writing to the Trustee in question at his last known or usual address. The sending of the notice by recorded delivery post will be deemed due service of the notice. The removed Trustee shall cooperate (without expense to him, save in respect of any default in the function of Trusteeship) in executing any documents or consents required to terminate his involvement with the Trust Fund and to vest it in the continuing Trustees. This power of removal shall be exercisable only if there are at least two persons remaining as Trustees after the removal of any Trustee, unless a Trust Corporation remains as sole Trustee after the removal.

iv) Without prejudice to all other powers, where a Trustee (the Missing Trustee) cannot be found and the other Trustee or Trustees (the Remaining Trustees) have made all reasonable efforts to trace him, the Remaining Trustees may by deed discharge the Missing Trustee. A recital in that deed that the Missing Trustee cannot be found and that all reasonable efforts have been made to trace him shall be conclusive evidence in favour of any person dealing with the Trustees in good faith.

v) After the death or incapacity of the Settlor or the last surviving Settlor, the statutory power of appointing new Trustees contained in Section 36 of the Trustee Act 1925 (which enables the Trustees to appoint new or additional Trustees etc.) shall apply to the Trust.

PART G Trustees' Powers

The Trustees shall have the following powers in addition to any other powers conferred upon them by law, namely:

i) to retain the Trust Fund in its present state and to invest the Trust Fund in or upon the security of such investments or property of whatsoever nature and wheresoever situated, and whether producing income or not (including but not restricted to policies of life assurance); and to vary any investments so made as the Trustees may determine as if they were the absolute owners of the Trust Fund;

ii) to purchase heritable or real property with or without security as the Trustees may think fit;

iii) to delegate the investment of the Trust Fund on a wholly discretionary management basis;

iv) to borrow money on such terms as the Trustees think fit;

v) to lend any monies to any beneficiary either free of interest, or upon such terms relating to interest and repayment of capital and either with or without security, as the Trustees shall in their absolute discretion think fit;

vi) to take out or take over policies of assurance on the life of any person, with full power to surrender, vary, or otherwise deal with any such policies as if they were the absolute owners of these policies;

vii) to make over the Trust Fund or the share thereof, and the income of it to which a beneficiary under the age of 18 may be entitled, either to the parent or to the guardian of such beneficiary or to any person who may be acting or willing to act as guardian of such beneficiary (although not legally appointed so to act) and the receipt of such parent or guardian or other person shall be a sufficient discharge to the Trustees;

viii) to appropriate any part or parts of the Trust Fund in or towards satisfaction of the interest of any beneficiary and may for such purpose place such value on any property as they think fit;

ix) to exclude the apportionment of income between capital and revenue;

x) to employ one or more of their own number or other suitably qualified person or persons to advise on the administration of the Trust, and to pay such person or persons out of the Trust Fund appropriate remuneration for his or their services without prejudicing the right of any such person to resign as if he were a gratuitous Trustee;

xi) to release or restrict the future exercise of any power conferred on them; and

xii) to amend or add to the administrative provisions of the Trust by deed or deeds.

PART H Miscellaneous Provisions

Subject to the requirements of Proviso (A) to Clause E (i) above (when applicable), the Trustees shall act unanimously:

i) Notwithstanding that a beneficiary is absolutely and indefeasibly entitled in possession to a share of the Trust Fund, he shall not be entitled to call for the transfer to himself of his share of any divisible asset if such transfer would, in the opinion of the Trustees, reduce disproportionately the value of the asset remaining in the hands of the Trustees. Additionally he shall not be entitled to call for the sale or other realisation of any indivisible asset unless such transfer or sale is called for by persons of full legal capacity who together are the owners of the entirety of the beneficial interests in the asset concerned.

ii) The receipt of the Trustees or of any person duly appointed by them for the purpose shall be a valid discharge of any person's liability to pay money to the Trust (if such person acts in good faith and has no notice of revocation of the agent's authority where applicable), and such person shall not be concerned to see to the application of such money.

iii) 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 but, in the case of a Trustee who is remunerated for his services, also by his own negligence. Any liability of a Trustee shall be restricted to liability for his own actions or omissions only.

iv) No power, discretion or authority may be exercised so as to benefit a person who is a Trustee unless at least one other Trustee who takes no benefit is also a party to such exercise.

v) Wherever it shall be necessary in connection with the affairs of this Trust for the Trustees to exercise any power, discretion or authority:

vi) such power, discretion or authority shall be exercisable at any time and from time to time or not as the Trustees in their sole and absolute discretion think fit; and

vii) whatever decision or resolution they may act upon shall be final and binding on all parties interested, either directly or indirectly, and the actings of the Trustees shall not be liable to be called in question upon any ground except fraud.

viii) Any Trust Corporation or other company authorised to conduct Trust business which is a Trustee hereof shall be entitled to charge and be paid such remuneration (a) if it is appointed by the Settlor, as may be agreed by the Settlor prior to such appointment and (b) if it is appointed otherwise than by the Settlor, in accordance with its published terms for acting as a Trustee.

ix) This Trust Deed shall be irrevocable and shall be governed by and construed according to the law of England and Wales unless the address of the Settlor is in Scotland in which case the Trust shall be governed by the law of Scotland.

x) Section 31 of the Trustee Act 1925 shall not apply.

FCA wording on letterheads

Part 1 - The Policy, as defined in B (iv), where applicable.

Part 2 - [Please specify below any property in addition to or in place of a policy to be comprised in the Initial Trust Property.]

Data Protection

Any data you provide Guardrisk Life International Limited may be shared, if allowed by law, with other companies both inside and outside of the Guardrisk Life International Limited Group and to persons who act on your behalf. Data and information about you can be transferred outside of the Republic of Mauritius and Guardrisk Life International Limited may be required to provide it to its regulator, its government or anyone else required by law.

Guardrisk Life International Limited will use your data and information to allow for the administration of your policy by Unilife, to prevent crime, prosecute criminals and for market research and statistics. Guardrisk Life International Limited will at all times make sure that your data and information is only used in ways that are allowed by law.

After paying a fee, the Mauritius Data Protection Act 2004 allows you to receive a copy of the data and information that Guardrisk Life International Limited holds about you.

For further information, please write to: Data Protection Office, Registry, 5th Floor, Happy World House, Corner Sir William Newton & SSR Streets, Port Louis, Republic of Mauritius.

PART J Signatures

IN WITNESS WHEREOF this Trust is signed as a deed and delivered.

Settlor 1

- Full Name
- Signature

Settlor 2

Witness

- Full Name
- Residential address
- Signature of witness

Trustee signatures

Each Trustee should sign here to show they have agreed to take on the role of Trustee.

Trustee 1

- Full Name
- Signature

Trustee 2

Trustee 3

- Full Name
- Signature

Trustee 4

If you require any further details, please ask your financial adviser.

Alternatively you can contact your nearest Unilife office, details of which are available on our website, or get in touch using our email address:
administration@unihealthandlife.com