

# Absolute Trust Declaration form

## Notes to help you

This form can be used with all Prudential International products except the International Portfolio Bond and the Prudential Onshore Portfolio Bond.

Prudential International Assurance plc can't accept responsibility for the use of this draft form as its suitability depends upon each investor's own individual, separate circumstances. Before considering the use of any part of this form, the investor(s) should discuss matters with their legal adviser(s).

**The Settlor is excluded from benefitting from this trust. If they should receive any money from this trust, through regular or one off withdrawals, this will make the trust ineffective for Inheritance Tax Purposes.**

Information and references to law, legislation and tax treatment in this document and any accompanying brochure or other literature are based on Prudential International's understanding of current law and legislation and HM Revenue & Customs practice. All of these are liable to change without notice and are likely to change in future. Any tax reliefs referred to are those currently available and may be subject to change and can depend on individual circumstances. Every care has been taken as to accuracy, but it must be appreciated that Prudential International and their representatives can't accept responsibility for loss, however caused, suffered by any person who has acted or refrained from acting as a result of any accompanying material published in or in conjunction with this trust instrument or from the use of the draft trust instrument itself. Full terms and conditions are available on request from Prudential International or contact your financial adviser for more details.

## Section 1 – The trust

### 1. The Trust Fund

- (1) The Trustees shall hold the Trust Fund upon the Trusts and with and subject to the powers and provisions declared and contained in the Trust Provisions for the benefit of the Beneficiaries.
- (2) The Trust Provisions are hereby expressly incorporated in this Deed.

**2. Proper Law** – The proper law of this Trust shall be that indicated in the Third Schedule.

## Section 2 – The schedules

### The First Schedule: The Bond(s)/Policy

Company: Prudential International Assurance plc

Type of Bond/Policy<sup>1</sup>

Date of application

D	D	M	M	Y	Y	Y	Y
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Bond/Policy number

The Settlor hereby assigns all the rights, title, interest in the policies and all proceeds and benefits attached to the said policies to the Trustees to hold subject to the trusts and powers and provisions set out in this document.

### The Second Schedule: Named Beneficiaries

Do not add or include the Settlor(s) and/or Settlor's spouse or civil partner as Named Beneficiaries.

Named Beneficiaries (full names or description, address and date of birth). **Once selected the beneficiaries, and their share, cannot be altered**

Please insert the full names of the beneficiaries and their percentage share of the Trust Fund, making sure the percentages add up exactly to 100%. Unless otherwise indicated, they will share equally.

### The Third Schedule: The Proper Law Governing This Trust

If none of the boxes are ticked the Law of England and Wales will apply:

The Law of England and Wales:  The Law of Northern Ireland  Scots Law

#### Notes

- <sup>1</sup> If you have an existing Bond or Policy enter the number of the Bond or Policy you are putting into trust. If you are applying for a new bond or policy enter the date of the application.

### Section 3 – How we use your personal information

For a copy of our latest Data Protection Notice, please visit [www.pru.co.uk/mydata-pia](http://www.pru.co.uk/mydata-pia).

This details how and why we use your personal information (including any sensitive personal information), who we may share it with and your rights around your personal information. Alternatively, you can request a copy to be sent to you by writing to:

**The Data Protection Officer, Prudential International, Montague House, Adelaide Road, Dublin 2.**

Please note that we collect personal information from you that is necessary for us to either provide you with the product or service you've requested or to comply with statutory or contractual requirements. Unfortunately if you don't provide all of the information we require this may mean we are unable to provide our products and services to you.

### Section 4 – Signatures & date: to be completed and signed by the Settlor, additional Trustees and Witnesses

**Note: There must be at least One Additional Trustee for single settlor trusts.**

You should ensure that this document is executed in accordance with the legal requirements in the place where it is executed and the law governing the Trust. If a company is a Trustee the Trustee Company's common seal may be required as well as the signature of an Officer or Officers of the Trustee Company.

In Witness Whereof the parties have executed this document as a Deed on:

D	D	M	M	Y	Y	Y	Y
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**(1) The Settlor** (the person who is creating this Trust)

(If you are applying for a new Bond/Policy, this date must not be a date before the application date shown in the First Schedule).

**(a) Signed as a Deed by the Settlor named below:**

**In the presence of the Witness named below:**

All witnesses must be over the age of 18 and independent of the trust – not a Settlor, Additional Trustee or Beneficiary.

Signature

Name

Address   
Postcode

Signature

Name

Address   
Postcode

Leave 1(b) below blank if there is only one Settlor

**(b) Signed as a Deed by the Additional Trustee named below: (if there are two Settlers)**

Signature

Name

Address   
Postcode

Signature

Name

Address   
Postcode

**(2) The Additional Trustee(s)** (the person(s) who will be the Initial Trustee(s) of the Trust with the Settlor)

**(a) Signed as a Deed by the other Additional Trustee named below:**

**In the presence of the Witness named below:**

Signature

Name

Address   
Postcode

Signature

Name

Address   
Postcode

Leave 2(b) below blank if there is only one Additional Trustee

## Section 4 – Signatures & date: to be completed and signed by the Settlor, additional Trustees and Witnesses – continued

(b) Signed as a Deed by the Additional Trustee named below: (if there are two Additional Trustees)

Signature	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text" value="Postcode"/>

In the presence of the Witness named below:

Signature	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text" value="Postcode"/>

## Absolute Gift Trust agreement and provisions

### Part 1: Definitions and Interpretation

#### 1. Definitions

“the Initial Trustees” means the settlor and additional Trustees.

“the Trust Fund” means the Bond(s) or policy referred to in the First Schedule to the Declaration of Trust and the property from time to time representing the same.

“Civil Partner” has the same meaning as in section 1 of the Civil Partnership Act 2004.

“Spouse” includes a Civil Partner.

“the Insurance Company” means the Insurance Company shown in the First Schedule.

#### 2. The Beneficiaries

“The Beneficiaries” means the person or persons named in the Second Schedule:

### Part 2: Trust Provisions

#### 1. Beneficial Trust

1.1 The Trust Fund shall be held on trust for the Beneficiaries absolutely.

1.2 If there is more than one Beneficiary, the Trust Fund shall be held on trust for the Beneficiaries:

- (a) in the percentage shares specified in the Second Schedule absolutely, or,
- (b) if no such shares are specified in equal shares absolutely.

1.3 Whilst any Beneficiary entitled to income under the Trust is a minor:

- (a) the Trustees may pay or apply the whole or any part of the income of such Beneficiary's share of the Trust Fund for or towards the maintenance, education or benefit of that Beneficiary as the Trustees in their absolute discretion think fit; and
- (b) the balance (if any) of such income shall be invested and retained (together with any resulting income) for the sole benefit of such beneficiary and the statutory provisions for accumulation and maintenance shall not apply.

#### 2. Appointment, retirement and dismissal of Trustees

(1) The power of appointing Trustees shall be exercisable by:

- (a) the Settlor while living and of full mental capacity (and if there are two Settlers this shall mean both Settlers jointly while they are both alive, and then the Survivor).
- (b) the Trustees (after the death of the Settlor or the Survivor).

(2) Any Appointment of New Trustees or retirement of existing Trustee shall be by Deed.

(3) Part II of the Trusts of Land and Appointment of Trustees Act 1996 shall not apply to this Settlement.

(4) The Settlor, while living and of full mental capacity, may dismiss by deed any Trustee provided they remain at least one Trustee who is not the Settlor or the Settlor's spouse

(5) (a) Where the Settlor is alive and of full mental capacity, any Trustee may retire provided there remains at least one Trustee who is not the Settlor or the Settlor's spouse.

- (b) Where the Settlor has died or is not of full mental capacity and provided there is not a single Trustee, any Trustee may retire. 3.

#### 3. Settlor exclusion clause

(1) The Trust Fund shall be possessed and enjoyed to the entire exclusion of the Settlor and of any benefit to him by contract or otherwise and no provision of this Settlement and no discretion or power shall operate so as to allow any of the capital or income of the Trust Fund to become payable to or applicable for the benefit of the Settlor in any circumstances whatsoever.

#### Administrative Provisions

(1) The Trustees may administer the Trust Fund for the benefit of the Beneficiaries in whatever manner they may determine and to that end shall have the widest possible powers (which they may exercise or omit to exercise from time to time at their absolute discretion) of managing and dealing with the Trust Fund and of carrying out any transaction in connection therewith in all respects as if the Trustees were the absolute beneficial owners thereof.

## Absolute Gift Trust agreement and provisions – continued

- (2) Without prejudice to the generality of paragraph 1, the Trustees shall have the power:
- (i) to invest any money requiring investment in any property of whatever nature (including any policies of assurance or capital redemption contracts) and wherever situated whether producing income or not and upon such security (if any) as the Trustees shall in their absolute discretion think fit.
  - (ii) to borrow money on such terms as to interest repayment and otherwise as they may think fit and whether upon the security of the whole or any parts of the Trust Fund or upon personal security only.
  - (iii) to delegate any power or powers in making, managing, realising or otherwise dealing with any property included in the Trust Fund to any person or persons (but excluding the Settlor or the Settlor's spouse) upon such terms as to remuneration or otherwise as the Trustees may think fit and no Trustee shall be responsible for the default of any such agent if the Trustees in question employed or incurred expense in employing him in good faith.
  - (iv) to pay or transfer any capital or income to be paid to or applied for the benefit of a Beneficiary who is under a legal disability to any parent or guardian of that Beneficiary or to such person on behalf of such Beneficiary as the Trustees shall think fit and the receipt of such person shall be a complete discharge to the Trustees who shall be under no obligation to see to the proper application thereof.
- (3) The Trustees shall have the power by deed or deeds revocable during the Trust Period or irrevocable wholly or partly to release or restrict the future exercise of any power hereby conferred on them as if the same were not conferred on them in a fiduciary capacity and so as to bind their successors.
- (4) The Trustees shall have power to deal with any policy of assurance or insurance as if they were the absolute owners of it and in particular may surrender, convert or exchange the same in whole or in part and exercise any power of election or option under a policy and borrow on its security and the receipt by the Trustees for any money payable under the said policy shall be a full and sufficient discharge.
- (5) Trustees Remuneration.  
A Trustee (other than the Settlor or Settlor's spouse) carrying on a business which consists of or includes the management of Trusts or advising Trustees may charge for work done by him or his firm in connection with the trust.
- (6) Liability of Trustees.  
A Trustee shall not be liable for a loss to the Trust Fund unless that loss was caused by his own fraud or negligence.

[www.pru.co.uk/international](http://www.pru.co.uk/international)

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