

Loan Trust Absolute Trust Declaration form

About this form

Please use black ink and write in CAPITAL LETTERS or tick as appropriate. Any corrections must be initialled. Please do not use correction fluid as this will invalidate your application.

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Section 1 – The Settlor(s) and the Trustees

The Loan Agreement and this Declaration of Trust is made on the date shown at the start of Section 6 between:

- (1) the Settlor of the first part; and
- (2) the Initial Trustees of the second part.

Section 2 – The loan agreement

1. The Settlor hereby agrees to make the loan to the Initial Trustees.
2. The Settlor and the Initial Trustees hereby agree as follows:
 - (a) The loan may be effected by a cheque or cheques payable to the Insurance Company for the bond(s) indicated in the First Schedule or in some other form which puts the money the Trustees are borrowing into the control of the Trustees.
 - (b) The bond(s) shown in the First Schedule must be applied for by the Trustees.
 - (c) The loan shall be interest free and repayable on demand.
 - (d) If there are two Settlers the right to repayment of the loan shall belong to both of them jointly while they are both alive and then to the survivor of them ('the Survivor').
 - (e) On the death of the Settlor (or the Survivor) the loan (or so much of the loan as has not been repaid) shall be cancelled if the box in Section 4, First Schedule, has been ticked. This will be a transfer within the scope of Inheritance Tax.

Section 3 – The trust

1. **The Trust Fund**
 - (1) Subject to the Settlor's right to repayment of the loan, 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 (and of the Loan Agreement) shall be that indicated in the Third Schedule.

Section 4 – The schedules

The First Schedule: The bond(s) & the loan

Company: Prudential International Assurance plc

Type of bond

Please tick box if you wish the loan to be cancelled on the death of the Settlor (or Survivor)

Date of Trustee application
(which should be dated after the trust deed)

D	D	M	M	Y	Y	Y	Y
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Loan amount

£

This is the date on which the Trustees apply for the bond investment.

Section 6 – Signatures & date: to be completed and signed by the Settlor(s), Additional Trustees and Witnesses

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. The trust should be executed on or before the date on which the application form is signed.

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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(the date should be the date you sign this form)

(1) The Settlor (the person(s) who is creating this Trust)

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

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:

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

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

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

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

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"/>

(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 Additional Trustee named below:

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"/>

(b) Signed as a Deed by the other 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"/>

Part 1: Definitions and interpretation

1. Definitions

'the Initial Trustees' means the Settlor and Additional Trustees.

'the Trust Fund' means (subject to the Settlor's right to repayment of the loan) the bond(s) referred to in the First Schedule to the Declaration of Trust and the property from time to time representing the same (and also includes any other property which may become Trust Property as a result of any loan to the Trustees or any addition by way of gift or any accumulation of income).

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

'Spouse' includes a Civil Partner.

'the Trust Provisions' means the 'Absolute Loan Trust Provisions' (appended to this Declaration).

'the loan' means whatever sum is due to the settlor in accordance with section 4.

'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 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 there remains 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. Settlor exclusion clause

- (1) Notwithstanding anything else in this Settlement (but subject to (2) below) 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.
- (2) Nothing in this clause shall apply or operate so as to prohibit repayment of any loan from the Settlor to the Trustees.

Section 7 – Absolute Loan Trust Agreement and Provisions (continued)

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.
- (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.

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