

Guide to your Loan Trust

Bare version



Throughout this guide when we say 'Quilter', we mean Quilter Life & Pensions Limited.

This guide is written for you as the person setting up the trust (the 'settlor') but may also be of interest to your trustees and legal personal representatives.

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What is the Loan Trust?

Loan Trusts are for people who want to potentially reduce their inheritance tax (IHT) liability but can't quite give up access to their capital.

The trust gets its name because you set it up by appointing trustees (which may include yourself) and then make an interest-free loan to them of the capital that you wish to invest. The loan is repayable on demand – in other words, you can continue to receive money from the trust up to the original investment (loan) amount. The trustees then invest the loan. Any growth achieved is held for the beneficiaries of the trust.

Using a Loan Trust allows you to access your original capital at any point but the growth will not be included in your estate for IHT purposes.

Benefits of a Loan Trust:

- ✓ The Loan Trust is an alternative to giving away money for good.
- ✓ Growth on your capital is passed to your beneficiaries free from inheritance tax.
- ✓ You retain access to your capital through regular or ad-hoc withdrawals and you can claim back the balance of your outstanding loan at any time.
- ✓ If you no longer need access to the capital, you can waive all or part repayment of the loan.

The different roles involved in a trust

Settlor

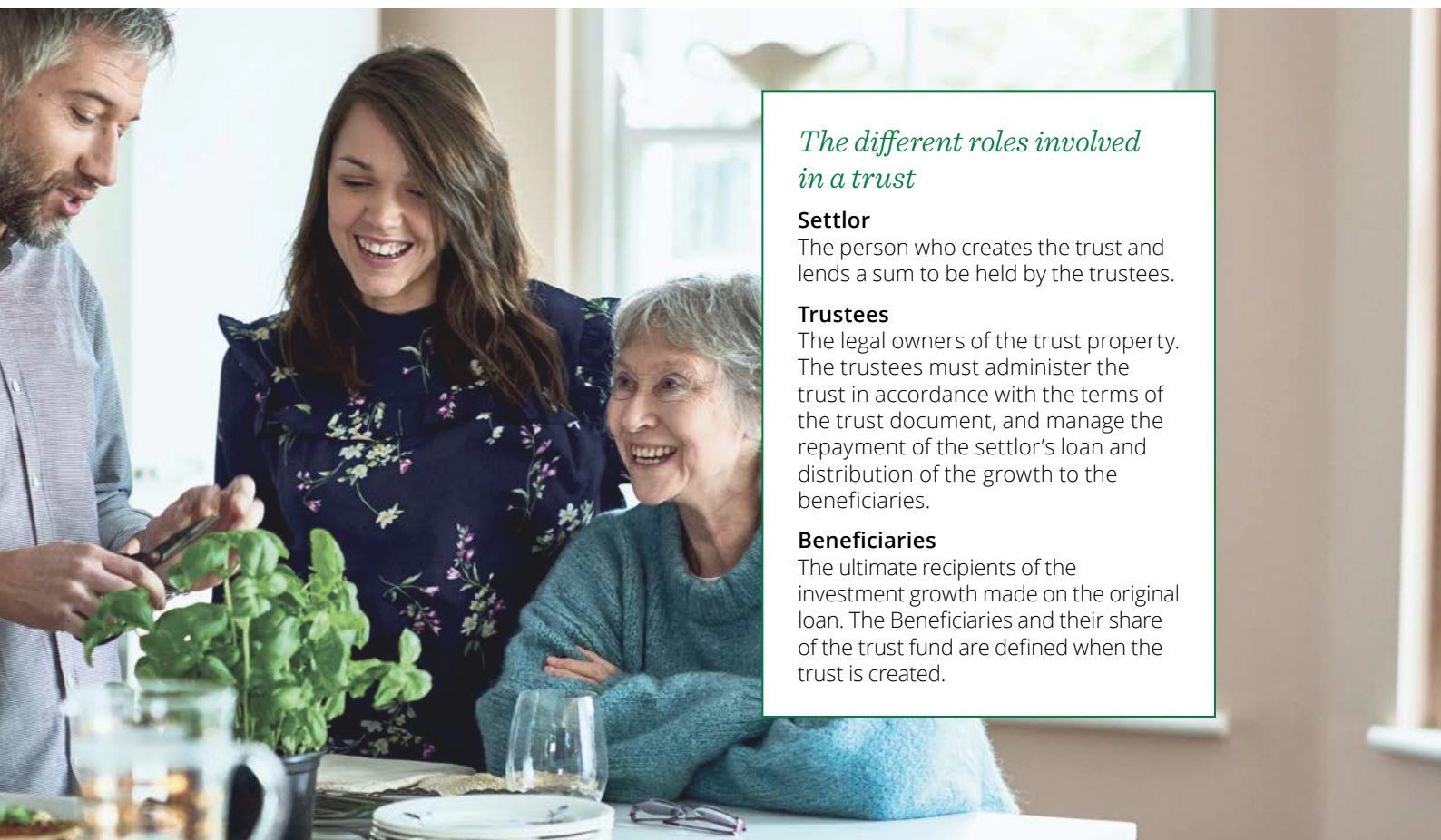
The person who creates the trust and lends a sum to be held by the trustees.

Trustees

The legal owners of the trust property. The trustees must administer the trust in accordance with the terms of the trust document, and manage the repayment of the settlor's loan and distribution of the growth to the beneficiaries.

Beneficiaries

The ultimate recipients of the investment growth made on the original loan. The Beneficiaries and their share of the trust fund are defined when the trust is created.





How a Loan Trust works

Setting up the trust

The first stage in the process is for you, as the settlor, to make an interest-free loan, repayable on demand, from your savings to your appointed trustees.

The trustees use the loan to invest in a Quilter Collective Investment Bond (CIB) with the intention of achieving long-term capital growth.

The investment is not guaranteed and can go down as well as up in value, depending on market performance.

Any growth on the investment will not be liable to IHT

Since you have made a loan rather than giving your money away, the value of the loan will remain an asset in your estate when calculating any potential inheritance tax (IHT) liability. However, any growth achieved on the loan will be outside your estate.

Any repayment of the loan you request, whether in whole or in part, will (providing you spend the money) reduce the value of your estate.

As the settlor (the creator of the trust) your sole entitlement is to have your loan repaid to you. You are specifically excluded from benefiting from any growth achieved by the investment.

Enjoy certainty around who benefits from the trust

When you create the trust you'll need to name your beneficiaries and the share (%) of the benefits from the trust each will receive. Neither the beneficiaries nor their specified share can be changed later. By specifying the beneficiaries in this way, you are creating a 'Bare Trust'. This type of trust offers you certainty over who will benefit from the trust fund.

If you would prefer your trustees to have more flexibility you may want to consider the *Discretionary Trust* version of the Loan Trust instead.

Investing your trust fund

The trustees invest the money you lent them into a Quilter Collective Investment Bond. The premium is spread equally across 1,000 identical life assurance policies. Within those policies the initial premium is used to purchase units in investment funds, and it is these units that provide the potential for capital growth. Any investment growth will be outside your estate for IHT purposes and held for the beneficiaries of the trust.

Inheritance tax (IHT) –

The estate of an individual domiciled in the UK is liable to UK IHT if its value exceeds the nil-rate bands and it is not left to an exempt person, e.g. a spouse, civil partner or charity. The excess is taxed at 40%.

Nil-rate band (NRB) – The first £325,000 in your estate is taxed at 0% for IHT purposes. This amount is frozen until April 2030 and is known as the nil-rate band (NRB). Any assets above the NRB and not covered by the RNRB (see below) are liable to IHT at 40%.

Residence Nil-Rate Band (RNRB)

– The residence nil-rate band is an additional nil-rate band available to your estate if you own a property and leave this to your children (including adopted, fostered or stepchildren) or grandchildren. It may also be available if you have downsized or sold your property since 8 July 2015. The RNRB is currently £175,000 and will be frozen at this amount until April 2030.



Accessing your capital

You can request regular withdrawals from the trust to supplement your income, or occasional withdrawals for a specific purpose. These withdrawals are part repayments of the loan. Repayments can be requested at any time and at any level, providing the amount requested is not over the outstanding loan amount.

In total you are only entitled to the repayment of the loan amount shown in the Loan Trust deed (and any additional loan agreements) you have completed.

Once the loan is repaid, any amount in the trust fund will be held in trust for the beneficiaries. It would therefore be prudent for your trustees to keep a record of the outstanding loan and any loan repayments made to you.

Regular repayments

If you would like the loan repaid in regular instalments, you can ask the trustees to start repayments immediately or at a later date. These repayments could be set up monthly, quarterly, half-yearly or yearly.

These are set up as automatic withdrawals from the bond which will be done by partially cashing in enough of the underlying investments across all the policies within the bond. These will start immediately if this was requested by the trustees on the bond application form.

If you request that the regular repayments should start at some point in the future, the trustees can ask us to set this up by completing the appropriate form and sending it to us. It is advisable that the trustees keep ongoing records of the outstanding loan.

Occasional and full repayments

You can request a partial loan repayment from the trustees or a full repayment of the outstanding loan at any time. The trustees must act on any request from you to repay the loan in part or in full.

The trustees can make repayments either by partially cashing in enough of the underlying investments across all policies or by fully surrendering one or more of the individual policies within the bond. To do this they need to complete the relevant withdrawal form and send it to us.

The risks associated with this type of investment

- Throughout this document we refer to various methods of repayment. We strongly recommend that you seek financial advice before requesting any repayments as there may be an income tax consequence associated with this transaction.
- Investment performance may go down as well as up. If the value of the trust fund goes down there may be inadequate funds to meet your demands for repayment of the loan. The trustees may have to meet any shortfall in relation to the outstanding loan from their personal resources. This also applies where the value is reduced by charges.
- Before requesting any repayments from the bond, you should speak to your financial adviser about the tax implications for you doing so as settlor of the trust. Your trustees should also discuss the different options with their financial adviser before taking any action.

Benefits of your Loan Trust being invested in our bond

A Collective Investment Bond gives your trustees efficiency, choice and flexibility.

Tax efficiency for you

When a Collective Investment Bond is held within a Loan Trust, all growth on the investment will be free from UK IHT from the start.

The trustees have the ability to take regular or occasional withdrawals from the bond to make any repayment of the loan you require, whether in full or in part. Your named beneficiaries will be liable to pay any income tax on withdrawals from the bond.

Provided partial repayments do not exceed 5% of the original premium each policy year (or the cumulative total of these allowances), there will be no immediate income tax liability on the amount received at the time the payment is made to you – that liability will be deferred until the bond is fully cashed in.

If your repayments exceed 5% a policy year, the whole of the excess will potentially be subject to UK income tax.

Partial repayment of the loan can be for a specific amount or for an unspecified amount by fully cashing in a certain number of policies which comprise the bond. The tax calculation for these options is different and your trustees should speak to their financial adviser about the most appropriate method of withdrawal for your circumstances.

Choice of investments

The Collective Investment Bond offers access to a wide choice of funds to invest in. The assets available to invest in include around 2,600 unit trusts and open-ended investment companies (OEICs) from over 180 fund management groups.

This allows the trustees to pick funds which appropriately maximise the potential for long-term capital growth for your beneficiaries, while balancing this with the need to repay any outstanding loan to you. The value of the investments can go down as well as up in value depending on market performance.

Flexibility

Your trustees have access to capital whenever they need it by cashing in part or all of the bond. The investment will automatically have been split into 1,000 separate policies. The trustees can then partially or completely cash in policies, without cancelling the entire bond, when receiving occasional requests from you to repay the loan.

Trustees can also change the funds within their bond as often as they require, taking advantage of market movements and maximising capital growth.

We will send the trustees regular valuations to help them monitor the changing value of the bond. The trustees can also monitor the bond's performance through our online service.

Flexible advice fee options

As part of the process of receiving financial advice a fee may be agreed with your financial adviser. Payment of this fee can be facilitated by Quilter when the Collective Investment Bond is set up. We provide two options for facilitating this fee, depending which party has received the advice. Please see the table below.

How are financial advice fees paid?

Who has received the advice?	Example
The settlor has received personal advice in relation to choosing to use the Quilter Loan Trust - such as IHT planning. The fee is paid by adding an additional payment on top of the desired loan.	Settlor's chosen loan amount: £100,000 Settlor's agreed initial fee: £1,000 Total paid to Quilter: £101,000 Amount invested into the CIB: £100,000 Amount paid to financial adviser: £1,000 Value of loan repayable to the settlor on demand: £100,000
The trustees have received advice in relation to the investment into the CIB - such as choice of funds. The fee is paid for from the money loaned to them by you (the settlor). With this option, the bond begins with a value which is lower than the loan amount owed to the settlor.	Settlor's chosen loan amount: £100,000 Trustee's agreed initial fee: £1,000 Total paid to Quilter: £100,000 Amount invested into the CIB: £99,000 Amount paid to financial adviser: £1,000 Value of loan repayable to the settlor on demand: £100,000



How the trust works in practice

The following fictional example shows how the Loan Trust works.

Mr Taylor is aged 50 and has substantial assets including a house worth over £550,000.

He wishes to reduce his potential UK IHT liability and is prepared to use £150,000 to do so. However, ideally he would like to retain access to the capital, to supplement his income in the future. He would like to make provisions specifically for his four grandchildren.

His financial adviser recommends that he sets up a Loan Trust (bare version). This arrangement would allow him to name his beneficiaries and specify the share of the trust fund each will receive. It also allows him to choose his trustees, and lend them a capital sum while still retaining full access to the capital through repayments of the loan.

The trustees are then able to use the loan to invest in a Collective Investment Bond.

Any growth on the loan would be outside Mr Taylor's estate for UK IHT.

Mr Taylor does not need access to the capital immediately, so waits to request a repayment of the loan until 10 years later. He then asks the trustees to repay him £7,500 a year, payable monthly, which is within his 5% tax-deferred yearly allowance.

The trustees do this by setting up a regular monthly withdrawal from the bond payable to Mr Taylor.

Mr Taylor dies eight years after he asked the trustees to start the regular loan repayments.

The part of the loan which hasn't been repaid falls into Mr Taylor's estate for IHT purposes.

The beneficiaries of Mr Taylor's estate will therefore be liable to IHT on any amount in Mr Taylor's estate in excess of the then NRB and RNRB (where available), including the amount of the outstanding loan. However, any growth on the outstanding loan is not part of Mr Taylor's estate and therefore is not liable to IHT on his death.

Please note that this case study is entirely fictional and used for illustration purposes only.

This arrangement would allow him to set up a trust without having to name specific beneficiaries.



Example

Mr Taylor, age 50, lends £150,000 and appoints trustees to a Loan Trust (bare version).



The trustees invest the loan in a Collective Investment Bond.



Any growth in the bond will be immediately outside Mr Taylor's estate for IHT purposes.



10 years after the Loan Trust was created, Mr Taylor asks the trustees for repayment of the loan of £7,500 a year, payable monthly.



18 years after the Loan Trust was created Mr Taylor dies. The amount of the loan which remains outstanding is £90,000, which means this will now fall into Mr Taylor's estate for IHT purposes.

Inheritance tax charges – Unlike a discretionary loan trust, a bare loan trust is not subject to a periodic charge every 10 years or an exit charge when capital leaves the trust.

Instead, the value of the trust fund (after deduction of any outstanding loan) is within the beneficiary's estate for IHT purposes.

Your financial adviser can explain the taxation of bare trusts to you in more detail.

Potentially Exempt Transfer (PET) – A gift into a bare trust is regarded as a Potentially Exempt Transfer (PET). The value of the gift will remain in the estate for IHT purposes for seven years from the date of the gift.

Probate – When someone dies, the executors or administrators of the deceased (collectively known as the legal personal representatives) apply to the Court for authority to deal with the deceased's estate. This authority is called 'probate' for executors and 'letters of administration' for administrators.

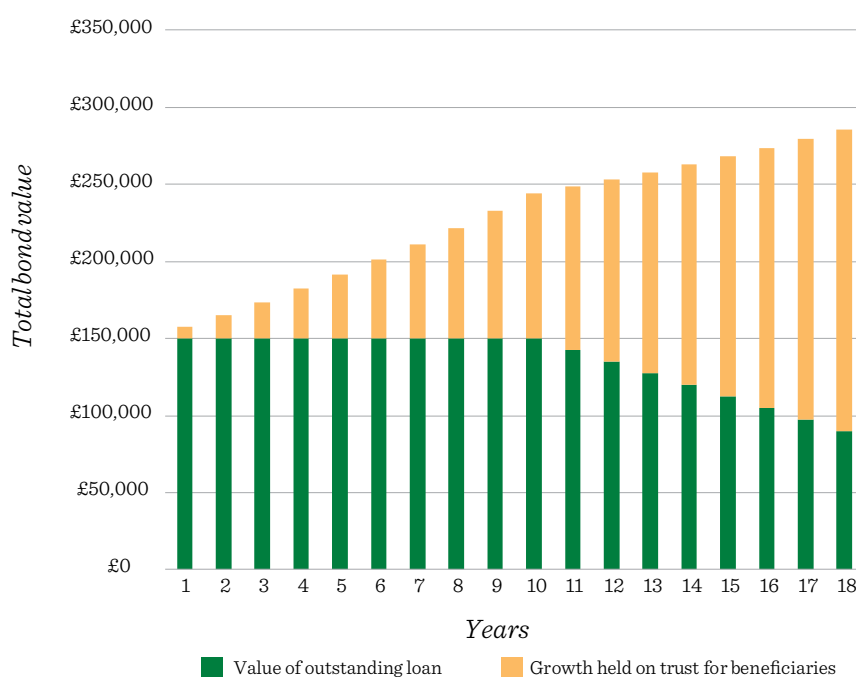
How the trust works in practice (Cont'd)

The legal personal representatives of Mr Taylor's estate have three options available to them once probate is granted or letters of administration have been obtained in respect of the outstanding loan.

- 1 The legal personal representatives of Mr Taylor's estate can demand repayment of the outstanding loan in full. The cash can then be distributed to Mr Taylor's heirs in accordance with his Will.
- 2 They can, with the agreement of the heirs of Mr Taylor's estate, waive the rights to the outstanding loan in favour of the beneficiaries of the Loan Trust. This would be classed as a transfer of value and treated as a PET for IHT from the heirs of Mr Taylor's estate. This amount would also form part of those heirs' estates for the next seven years. A draft deed is available from us.
- 3 They can assign the right to repayment of the outstanding loan to one or more of the heirs of Mr Taylor's estate. This would be achieved by deed. The legal personal representatives should seek legal advice before proceeding with this option.



We have illustrated the example of Mr Taylor in the graph below. It assumes an investment of £150,000 (the loan) and monthly regular repayments of £7,500 (5% of the loan) a year starting 10 years after the bond commenced. It also assumes investment growth at 5% a year after the deduction of fees and charges. However, you should note that this is not guaranteed as fund values can fall, which could result in the outstanding loan exceeding the fund value.



The value of the loan which has not been repaid at the time of Mr Taylor's death in year 18 will be in his estate for IHT purposes.

IHT liability on the amount of the loan when Mr Taylor set up the trust:

$$\begin{aligned} &£150,000 \times 40\% = \\ &£60,000. \end{aligned}$$

IHT liability on the amount of the outstanding loan at the time of death:

$$\begin{aligned} &£90,000 \times 40\% = \\ &£36,000. \end{aligned}$$

Assuming the loan repayments taken by Mr Taylor have been spent, this represents an IHT saving of £24,000.

The investment growth in this illustration amounts to £195,793 at the time of Mr Taylor's death. This will all be outside his estate for IHT purposes and will benefit his chosen beneficiaries.

Risk to be aware of – If you do not spend your loan repayments, these will continue to be part of your estate for IHT purposes.

Your questions answered

Am I automatically appointed as a trustee?

As the settlor you are not automatically appointed as a trustee, but you can choose to name yourself as a trustee when completing the trust deed. Or, if you were not named in the trust deed at outset, you can be appointed as a trustee at a later date using a draft deed available from us.

Can I be the sole trustee?

Yes, but this is not recommended for two reasons: firstly because if you are the sole trustee, there will be no one immediately available to administer the trust on your death and secondly because although it is perfectly possible to declare oneself as sole trustee, HMRC may question whether you can make a loan to yourself.

Can additional trustees be appointed in the future?

Yes, additional trustees can be appointed at a later date.

Who can benefit from the trust?

The settlor can choose anyone they wish to be a beneficiary. However, beneficiaries must be specified at the time the trust is created.

Can the beneficiaries be changed?

No. Once the trust has been created, neither the beneficiary nor their stated share of the trust fund can be changed.

Can my spouse/civil partner benefit from the trust?

Only if named in the trust deed at the time the trust is created. They cannot be added at a later date.

How often can I request that the trustees repay the loan?

You can demand repayment of the loan at any time, in full or in part, up to the amount of the original loan. See page 6 for more details.

Can the trustees set up regular withdrawals to repay the loan?

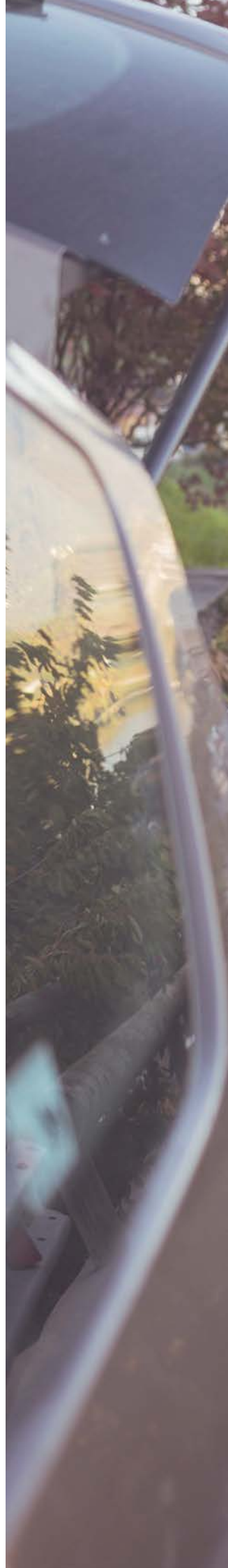
Yes, please see page 6 for more details.

What happens if the value of the bond is less than the value of the outstanding loan if I demand full repayment of the loan?

This would result in the trustees having to fund the shortfall from their personal assets unless you agree to waive repayment of this amount. If you waive the shortfall then this will be regarded as a gift and classed as a PET in your estate for IHT.

Can I still receive money from the trust once the trustees have repaid the loan?

No, as you are specifically excluded from benefiting from the trust.





Can the trustees pay money to the beneficiaries even though the loan has not been repaid?

Yes, but the trustees are still liable to you, as the settlor, for the outstanding value of the loan.

Can the trustees cash in the bond?

Yes, and they can apply for a new or a different investment vehicle. This does not affect your right to repayment of the outstanding loan but may give rise to an income tax charge/liability.

Can the trust continue after my death?

Yes, the trust continues. The remaining trustees will continue to owe any outstanding loan to your estate and hold any growth for the benefit of the beneficiaries.

Do the trustees have to repay the loan on my death?

No, but the value of the loan is an asset of your estate. The outstanding loan can be repaid to your legal personal representatives (LPR) to be distributed to the beneficiaries of your estate. Alternatively your LPRs can assign the loan to the beneficiaries of your estate who can recall the loan from the trustees as lump sum or regular payments. In either case there may be tax implications and we recommend seeking suitable advice.

Can I waive all or part of the loan in the future?

Yes, you can do this by deed. This would be classed as a transfer of value and be treated as a PET. Draft deeds are available from us. Please contact your financial adviser.

Policyholder protection

The Financial Services Compensation Scheme (FSCS) acts as a safety net for customers of financial services providers.

If Quilter Life & Pensions Limited cannot meet its liabilities, the FSCS may arrange to transfer your bond to another insurer, provide a new bond or, if these are not possible, provide compensation.

For the Collective Investment Bond, the level of compensation you can receive from the FSCS is 100% of the claim with no upper limit.

Further information about compensation arrangements is available from the FSCS website www.fscs.org.uk





Further information

Details of the Collective Investment Bond can be found in our brochures, Key Features Documents and Policy Terms. These are available from our website; quilter.com

Investors should be aware that the value of unit-linked contracts cannot be guaranteed as the price of units may fall as well as rise. Please remember that funds which hold investments in non-UK based currencies may rise and fall purely because of fluctuations in the exchange rate.

Certain investment income is subject to a non-reclaimable tax deduction at source in its country of origin.

The information in this document is based on Quilter's interpretation of UK law and HM Revenue & Customs (HMRC) practice as at December 2024. While we believe this interpretation is correct, we cannot guarantee it.

Tax relief and the tax treatment of investment funds may change. The value of any tax relief will depend on the investor's financial circumstances. We cannot accept responsibility for any losses arising from actions taken as a result of the information contained in this document.

All case studies are purely hypothetical.

Trust registration

A trust must register with HMRC's Trust Registration Service (TRS) if it is considered UK resident or has a UK tax liability, unless an exemption applies.

- ▶ A trust must register within 90 days of the date of the trust deed.
- ▶ The trustees must submit evidence of registration (available from the TRS) or confirm exemption from registration to Quilter within 90 days of the trust date.

Further details regarding trust registration can be found on our website quilter.com and searching for 'trust registration'.

Trusts and inheritance tax planning are not regulated by the Financial Conduct Authority.

quilter.com

Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

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