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# Draft Deed of Appointment

Quilter Life & Pensions Limited can accept no legal responsibility for the content or effect of this document. It is strongly recommended that any person making use of it should first ensure that their own professional advisers are satisfied that it will achieve the intended objectives.

### *The purpose of this deed:*

- This deed can be used to by the trustees of a discretionary trust to irrevocably appoint one or more individual policy segments within a Collective Investment Bond in favour of the beneficiary named in this deed.
- The trustees will hold those policy segments on bare trust for that beneficiary on completion of this deed.
- Our 'Best Start in Life' brochure provides an example of why this may be useful to the trustees:

### **Best start in Life**

### Important

- Only the policy segments nominated in this deed will be held on bare trust. Any other individual policies within the bond will be unaffected.
- This deed is irrevocable. Once completed the beneficiary of the individual policies listed in this deed cannot be changed.
- The person listed as beneficiary in this deed must be a person who falls under the definition of beneficiary under the terms of the original trust.
- There is no minimum age requirement. The appointment may be in favour of a minor child.
- This deed does not alter the legal ownership of the policy segments. The trustees will remain as the policy owners.

### Notes to assist with completion

1. Please use **BLOCK CAPITALS** and either blue or black ink.
2. The deed is not valid until dated. It should be dated on the day on which it is executed by the trustees.
3. Enter the name and address of the settlors of the trust. The settlor is the person(s) who created the trust. This information can be found on the original trust deed.  
Where a settlor is deceased write '(deceased)' after their name; there is no need to complete the address box.
4. This is the date on which the trust began. This date will be given in the trust deed OR it is the date of death in the case of a Will Trust.
5. *Bond Account Number*: The unique reference allocated to you to reflect your ownership of the Collective Investment Bond.  
*Bond ID*: The collective name for the individual policies which make up the contract. Represented by a unique bond ID number, eg 300012345.
6. Enter the name and address of each of the current trustees of the trust.  
If the settlor is also a trustee, enter their details again.
7. Enter the full name and address of the beneficiary to whom this appointment is made.
8. Enter the total number of individual policy segments within the Collective Investment Bond that are to be appointed to the beneficiary. This deed will appoint the highest numbered policies available (eg not already assigned or irrevocably appointed) within the bond at the time the appointment is made.  
*Example*. The Collective Investment Bond initially begins with 1,000 individual policy segments.  
Where the trustees enter '10' in this box, policy segment numbers 991 – 1,000 will be appointed.  
If the trustees execute a second appointment for '5', then 986-990 will be appointed.
9. Each of the current trustees must sign this deed. Signatures must be witnessed by a person who is aged 18 or over and not otherwise party to this deed.

► **Guidance notes** are shown in the margin and do not form any part of the Deed.





(herein collectively called 'the Trustees')

### Section 3 - The Appointed Beneficiary

Full name

Present address

Postcode

▶ See note 7

(herein called 'the Appointed Beneficiary')

### Section 4 - The Appointed Beneficiary's Policies

Number of Individual policy segments to be appointed

▶ See note 8

Representing the highest numbered individual policy segments available within the Collective Investment Bond at the time of the appointment.

(herein called 'the Appointed Beneficiary's Policies')

### Section 5 - Definitions

In this Deed, unless the context otherwise provides, the masculine shall include the feminine and the singular the plural and vice versa, and the following expressions shall have the meaning stated below:

<b>Appointed Beneficiary</b>	The person named in Section 3.
<b>Appointed Beneficiary's Policies</b>	One or more policies identified by the policy numbers shown in Section 4.
<b>The Trust</b>	The trust created by a declaration of trust ('the Declaration of Trust') made by the Settlor on the Trust Date.
<b>The Trustees</b>	The person named in Section 2.
<b>Trust Fund</b>	This has the same meaning as in the Declaration of Trust.

### Section 6 - The Appointment

#### Whereas

- a) By the Trust, a power of appointment is conferred on the Trustees to appoint the Trust Fund for any one or more of the Beneficiaries detailed in the Trust and the Appointed Beneficiary is a person so specified.
- b) Where there is a protector of the Trust, written notice of the proposed appointment has been given to the protector (where required by the Trust).
- c) The present Trustees wish to exercise their power of appointment in the following manner:

NOW THIS DEED WITNESSES that the Trustees in exercise of their power of appointment hereby appoint and declare as follows:

- 1. The Trustees shall hold the Appointed Beneficiary's Policies and the income thereof on a bare trust for the absolute benefit of the Appointed Beneficiary.
- 2. This Deed shall be IRREVOCABLE.
- 3. This Deed shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF the TRUSTEES have executed this document as a Deed on the date shown above in the presence of the witness shown below.

#### First trustee

Signature

Print full name

▶ See note 9

#### Witness

Signature

Print full name

Address

Postcode

Occupation

**Second trustee (if applicable)**

Signature

Print full name

**Witness**

Signature

Print full name

Address

<input type="text"/>	
<input type="text"/>	Postcode

Occupation

**Third trustee (if applicable)**

Signature

Print full name

**Witness**

Signature

Print full name

Address

<input type="text"/>	
<input type="text"/>	Postcode

Occupation

**Fourth trustee (if applicable)**

Signature

Print full name

**Witness**

Signature

Print full name

Address

<input type="text"/>	
<input type="text"/>	Postcode

Occupation



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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.

Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.

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