## **HSBC Life (UK) Limited Flexible Trust**

# For new or existing Life Policies or Life and Critical Illness Policies.

**Please note:** We've done our best to keep this form simple, but it's a legal document. Because of this at times the wording may be tricky. If you're unsure of something on the form then please refer to our Using Trusts with Life Policies guide, or if you have one, speak to your financial adviser.

#### BEFORE COMPLETING THE FLEXIBLE TRUST, PLEASE READ THE FOLLOWING:

- 1. This form has been produced as a draft Trust for you and your legal advisers. The legal and tax effects will depend on your individual circumstances. HSBC Life (UK) Limited and its advisers accept no responsibility for ensuring that this draft Trust meets your personal requirements. If you are in any doubt about the terms or the effect of the Trust, it is your responsibility to seek legal or tax advice as appropriate. HSBC Life (UK) Limited is also under no obligation to provide ongoing guidance to you regarding this draft Trust.
- 2. The Trust creates a discretionary trust over the Death Benefits, for the people listed as 'Beneficiaries'. These are specified in Schedule A and B below, and you can also add to them later. After your death, it will be for the trustees to decide who to benefit, by how much and when, although you can guide them by setting out in Schedule A who you currently wish to benefit and in what proportions. You can also complete a letter of wishes. In the case of a joint life policy which pays out on the first death, it would be the surviving settlor who makes the decision instead of the trustees.
- 3. You as Settlor keep any rights to Critical Illness Benefit, Children's Critical Illness Benefit and (if there is a critical illness benefit included in the Policy) terminal illness benefit. In other cases, the terminal illness benefit is held for the Beneficiaries in the same way as the Death Benefits.
- 4. Note that this trust is not suitable for joint life, first death policies if you want the survivor to be able to receive any of the Death Benefits. This is because the Death Benefits will automatically be held for the 'Beneficiaries', and for inheritance tax reasons the survivor is not a 'Beneficiary' (because they are also a Settlor).
- 5. It is strongly advisable to appoint at least one trustee who is not a Settlor, so that the benefits payable under the Policy can be efficiently dealt with following the death of the Settlor.
- 6. The value of the policy (except for the rights which you keep as Settlor) will be outside your estate for inheritance tax ("IHT") purposes. However, the creation of the Trust may have other IHT consequences, and it could potentially result in IHT liabilities at certain points during the life of the Trust, depending on the value of the Trust assets and your personal circumstances. It is recommended that you obtain advice on the IHT implications.
- 7. This draft Trust reflects all current applicable law on Trusts and tax as understood by HSBC Life (UK) Limited as at May 2023. The law and HMRC practice is subject to change without notice and therefore HSBC Life (UK) Limited and its advisers will accept no responsibility for any loss whatsoever resulting from use of this draft Trust.
- 8. HSBC Life (UK) Limited may at any time and without giving notice decide to disclose to HMRC details of any use to which it finds this draft Trust or any HSBC policy has been put.
- 9. The trustees may need to register the trust with HMRC's Trust Registration Service. This would normally only be the case following a claim being paid or if the trustees have a liability to tax. For more information on when the trust needs to be registered see https://www.gov.uk/guidance/register-a-trust-as-a-trustee or speak to your financial adviser.
- 10. Make sure that you have read and understood all the literature relating to your chosen policy for this Trust before you proceed.
- 11. You may also wish to refer to our 'Using Trusts with Life Policies' Guide which sets out more background to how the trust works and answers some frequently asked questions.
- 12. Throughout this document we will refer to the Settlor, Beneficiary and Policy. Where there is more than one of these, the singular will include all parties unless otherwise stated.



#### Filling out the forms

We strongly recommend you read our "Using Trusts with Life Policies" guide before filling in this form.

#### If you are filling out the forms by pen:

- Please use black ink
- Please write in CAPITAL LETTERS.
- Draw a line through any wording that needs to be corrected and the Settlor and each Trustee must all place their initials next to the correction. Please do not use correction fluid.

#### Alternatively, you can fill in the forms digitally:

- If you'd like to you can save the form to your computer and type into it directly
- You can either sign it digitally (for example using Adobe), or
- Print the completed form out and sign in black pen.

Please see the checklist and the explanatory notes on how to complete this draft Trust. You may also wish to refer to the 'Using Trusts with Life Policies' guide. Once it has been completed, please send it and any other completed documents to:

#### Return address

- HSBC Life (UK) Limited, PO Box 1053, St Albans, Hertfordshire AL1 9OG. Or,
- support@lifeprotectionplan.hsbc.co.uk

#### **Explanatory Notes**

The Explanatory Notes provided above each section of the document should be read before the Trust document is completed.

#### The Flexible Trust (Declaration)

This Declaration of Trust is made by the person or persons named below ("the Settlor"). Save whether otherwise provided, if there are joint settlors, the 'Settlor' shall mean both settlors jointly and, in the context of the exercise of a power, acting together.

**Explanatory Notes:** Please insert full name and address of the Settlor. DO NOT USE INITIALS. This should be the owner as shown on the Policy Schedule, or the person(s) applying for the new Policy. If there are joint owners of the policy, there will be two Settlors.

The Settlor is automatically a Trustee. At least one additional trustee should be appointed in addition to the Settlor. A box must be completed for all Additional Trustees (if there are more than two, please complete the Deed of Appointment and/or Retirement of a Trustee).

Settlor one	Mr	Mrs	Miss	Ms	Mx
Other (please specify)					
Surname					
All Forenames					
Date of Birth					
House name and/or number					
Street or road name					
District (if any)					
Village, town or city					
County					
Postcode					

<b>Explanatory Notes:</b> This section ne diagonal line through this box, or a data						cy, please place a
Settlor two	Mr	Mrs		Miss	Ms	Mx
Other (please specify)						
Surname						
All Forenames						
Date of Birth						
House name and/or number						
Street or road name						
District (if any)						
Village, town or city						
County						
Postcode						
law to apply to the trust), so that the Settlor. This should preferably not be  Additional Trustee one			nould be at lea			ng the death of the
Other (please specify)						
Surname						
All Forenames						
Date of Birth						
House name and/or number						
Street or road name						
District (if any)						
District (if any)  Village, town or city						
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If you would like more than 2 additional Trustee's please use the Deed of Appointment and / or Retirement of a Trustee form, for Trustees 3 onwards and send both forms together.

Please see our 'Using Trusts with Life Policies' guide for information choosing your Trustees.

Additional Trustee two	Mr	Mrs	Miss	Ms	Mx
Other (please specify)					
Surname					
All Forenames					
Date of Birth					
House name and/or number					
Street or road name					
District (if any)					
Village, town or city					
County					
Postcode					

#### The Policy

#### If the Policy is in existence:

The Settlor is the legal and beneficial owner of the policy of assurance, which is specified in Schedule C below ("the Original Policy"). The Settlor hereby assigns the Original Policy to the Settlor and the Additional Trustees to hold in accordance with the Trust Terms.

#### If the policy is being applied for:

The Settlor has submitted a proposal to the Company for the policy of assurance specified in Schedule C below (the Original Policy"). The Settlor directs that the Company shall issue the Original Policy to the Trustees to be held in accordance with the Trust Terms set out below.

#### **Trust Terms**

The Trustees shall hold the Trust Fund and the income thereof upon the following trusts:

**Explanatory Notes:** The Critical Illness/Children's Critical Illness Benefits under the Policy belong absolutely to the Settlor. If the Policy provides Death Benefit, Terminal Illness Benefit and also a Critical Illness Benefit, then both the Terminal Illness and Critical Illness Benefits belong absolutely to the Settlor.

#### A. Retained Benefits Fund

The Retained Benefits and the income thereof shall be held upon trust for the absolute benefit of the Settlor (or, if the Settlor is two persons, for the benefit of that Settlor in respect of whose illness or disability the benefit is payable).

#### **B.** Gifted Benefits Fund

Explanatory Notes: The Trustees hold the Gifted Benefits Fund for the Beneficiaries.

This applies to all benefits under the Policy except the Retained Benefits. If the Policy provides Death Benefit and Terminal Illness Benefit but no Critical Illness Benefit, then the Terminal Illness Benefit (as well as the Death Benefit) will be held as part of the Gifted Benefits Fund.

The Beneficiaries are listed in Schedules A and B below. The Appointor has control over the choice of beneficiary and when/ to what extent they benefit. The Appointor will be the Trustees, unless the Settlor (or either of them) is still alive and has the necessary mental capacity, in which case it will be the Settlor

- B(1) The Gifted Benefits Fund and the income thereof shall be held upon trust for the Beneficiaries or any one or more of them in such manner, in such shares and upon such trusts and with such powers for their benefit as the Appointor may appoint revocably or irrevocably during the Trust Period. This may include protective or discretionary trusts and powers exercisable from time to time at the discretion of the Trustees or any other person. Provided that any appointment made by the Appointor who is a Settlor shall not be valid unless notified in writing to the Trustees.
- B(2) Subject to and in default of any such appointment, and to the extent that any such appointment shall not take effect for any reason, the Trustees shall hold the Gifted Benefits Fund and the income thereof absolutely for the Named Beneficiaries in the shares specified in Schedule A. If there is more than one Named Beneficiary and no shares are specified, then it shall be held in equal shares absolutely. If the shares so specified do not total 100%, the excess is to be shared proportionately between the Named Beneficiaries. If the shares so specified exceed 100%, they shall be reduced proportionately.
- B(3) The above trusts shall carry any intermediate income.

#### Schedule A - Named Beneficiaries

**Explanatory Notes:** This Schedule MUST be completed. The percentages allocated MUST total 100%.

First Name, and any middle names	Surname	Date of Birth (dd/mm/yyyy)	%

**Explanatory Notes, Schedule A:** The Named Beneficiaries are, essentially, the 'default' beneficiaries who will share the Gifted Benefits Fund unless the Appointor chooses to benefit one or more of the Potential Beneficiaries instead (and they are entitled to any income in the meantime). The Appointor has a wide discretion over who to benefit, and by how much, out of the Potential Beneficiaries.

The Named Beneficiaries will be the persons you name in Schedule A above. You should not include yourself (or, if you are joint Settlors, either of you) as a Named Beneficiary – if you do, that would undermine the tax benefits of the Trust.

Please insert the full names and dates of birth of the Named Beneficiaries and the percentages of the Policy proceeds you wish them to receive. If percentages are specified, these should add up to 100% in order to protect the IHT efficiency of the Trust. If no percentages are specified, the Named Beneficiaries will share equally. If the shares so specified do not total 100%, the excess is to be shared proportionately between the Named Beneficiaries. Similarly, the shares will be reduced proportionately where the allocated percentages exceed 100%.

#### Schedule B - Potential Beneficiaries

- 1. The Spouse/Civil Partner, Widow/Widower or surviving Civil Partner of the Settlor but excluding any Settlor
- 2. Any person who is living together with the Settlor (or either of them) as if they were married or civil partners at the time of that Settlor's death and who has done so for a period of at least 6 months
- 3. The Children (including stepchildren, adopted children and other dependent children) and remoter issue of the Settlor (or either of them, if there are two Settlors).
- 4. The siblings of the Settlor (or either of them)
- 5. Any person other than the Settlor nominated by the Settlor (or the survivor of them) in writing to the Trustees.
- 6. Any person named in Schedule A.
- 7. Any person entitled under the Will or Intestacy of the Settlor.

**Explanatory Notes:** Please only complete Section 8 if you wish to name a potential beneficiary that is not mentioned in 1-7 inclusive. For example you may wish to name your partner, parents, nieces, nephews, god children, etc. in the spaces provided. These people are not automatically included as potential beneficiaries.

Grandchildren are already covered as 'remoter issue'.

If you complete section 8, please provide full names and date of birth. Again, you should not include yourself.

8.

First Name, and any middle names	Surname	Date of Birth (dd/mm/yyyy)

## **Schedule C - Details of the Original Policy**

**Explanatory Notes:** This must be completed for all policies which are to be held in the trust.

Start date (if existing policy)  Date of application for the policy (if new policy which has not yet commenced)  [delete as appropriate]	
Policy Number (if existing policy)	
Type of Policy	
Life/Lives Insured	
Insurer	HSBC Life (UK) Limited
Start date (if existing policy)	
Date of application for the policy (if new policy which has not yet commenced) [delete as appropriate]	
Policy Number (if existing policy)	
Type of Policy	
Life/Lives Insured	
Insurer	HSBC Life (UK) Limited

## **Definitions & Administrative Terms**

This Trust shall be subject to the following powers and administrative terms, which shall be in addition to all relevant powers conferred by law:

1. Definitions	Explanatory Notes
"Appointor" means	The Settlor can change Beneficiaries during their lifetime.
<ul> <li>a. the Settlor, during their lifetime (and where the Settlor is two persons, both of whom are living and have sufficient Capacity, both of them jointly); and</li> </ul>	After the Settlor's death/loss of Capacity (or, if there are two Settlors, after both of them have
<ul> <li>b. thereafter, the Trustees, provided that a Settlor shall cease to be Appointor if they cease to have sufficient Capacity to exercise their functions as the Appointor.</li> </ul>	died or lost Capacity), this power passes to the Trustees.
<b>"Beneficiaries"</b> means the Named Beneficiaries and the Potential Beneficiaries.	Details of Named and Potential Beneficiaries are included in Schedules A and B earlier on.
<b>"Potential Beneficiaries"</b> are the persons indicated in Schedule B above.	
<b>"Named Beneficiaries</b> " means the one or more persons named in Schedule A above or such other person or persons as are appointed to be Named Beneficiaries by the Appointor.	
"Spouse" includes a same sex spouse.	
"Policy" means (as the case may be):	The Policy is the asset of the Trust and
i) the Original Policy; and	legally owned by the Trustees. If there is any inconsistency between the Policy and the
ii) all other (if any) policies of assurance for the time being held on the trusts of this Trust.	terms of this Trust, the terms and conditions of the Policy shall override.
"The Retained Benefits" means any Critical Illness Benefit, Children's Critical Illness Benefit and, provided there is a Critical Illness Benefit included in the Policy, any Terminal Illness Benefit, all as defined in the Policy.	If neither Critical Illness Benefit, Terminal Illness Benefit nor Children's Critical Illness Benefit are included in the Policy, there will not be a Retained Benefit Fund and only the Gifted Benefits Fund will apply.
	If there is no Critical Illness Benefit but there is a Terminal Illness Benefit, the Terminal Illness Benefit will be held on trust for the Beneficiaries as part of the Gifted Benefits Fund.
"The Retained Benefits" means the Retained Benefits and any property from time to time representing the same.	
<b>"The Gifted Benefits Fund"</b> means the Trust Fund, other than the Retained Benefits Fund.	All benefits under the Policy except for the Retained Benefits will be 'Gifted Benefits' (and so held for the Beneficiaries).
"Capacity" means the capability of the Settlor to properly exercise the relevant function, having regard to any mental disorder or other impediment which may prevent them from doing so.	

## **Definitions & Administrative Terms (continued)**

1. Definitions	Explanatory Notes
"The Company" means the Insurer(s) identified in Schedule C as the context requires.	
"Trustees" means the trustees or (if only one) trustee of the Trust from time to time.	
"Trust Fund" means the Policy, all monies which may become payable under the terms of the Policy, and all other property at any time held by the Trustees upon the trusts created by this Declaration whether by way of further settlement, accumulation of income, capital accretion or otherwise, and all property from time to time representing the foregoing respectively,	
"Trust Period" means the period beginning on the date this Trust takes effect and ending on the day before the 125th anniversary of that date.	
"Trust Terms" means the terms of this Declaration of Trust.	
2. Provisions in relation to the Policy	
a The Trustees shall have the right to recover, receive and to give valid receipts for all monies due or to become due under the Policy and to surrender the Policy in whole or in part or to exercise any option or elect any privilege contained therein or to borrow on the security of the Policy.	The Trustees have power to deal with all aspects of the Policy. They may even borrow money using the Policy as security.
b [No person shall acquire any lien or right to reimbursement in respect of any premium on the Policy paid by such person from his or her own resources.]	
c The receipt by the Trustees of any monies payable under the Policy shall be a full and sufficient discharge to the Company who shall not be concerned to see to the application of any such monies.	The Company only needs to seek a discharge for Policy monies from the Trustees.
3. Powers of absolute owner	
The Trustees have the full powers of an absolute beneficial owner of the Trust Fund and in dealing with the Policy or other assets. This includes but is not limited to making any investments they see fit, without the need to diversify investments or invest in income producing investments, and whether involving liabilities or not, and the power to borrow, including against the security of the Trust Fund, or any part thereof.	The Trustees may delegate their investment powers to a professional fund manager.
4. Power to delegate	
The Trustees may delegate in any way and to any extent to any persons or corporations (wherever situated or resident) the exercise of the powers of investment or management of the property of the Trust Fund.	The Trustees may delegate their investment powers to a professional fund manager.

## **Definitions & Administrative Terms (continued)**

5. Power to apply income and capital for beneficiaries	
a Whilst any Beneficiary entitled to income under this Trust is a minor the Trustees shall pay or otherwise apply for or towards his maintenance education or benefit so much of the income from his presumptive share in the Trust as the Trustees may in their absolute discretion think fit and the Trustees shall retain the balance of any income on trust for that Beneficiary absolutely.	If a Beneficiary is a minor then his/her income may be paid out for his benefit or kept accumulated for his absolute benefit until a later date.
b The Trustees shall have power to pay or apply any part or the whole of the Gifted Benefits Fund for the advancement or benefit of any Beneficiary who is entitled absolutely or contingently to such part or whole.	The Trustees may pay out capital from the Gifted Fund to any Beneficiary.
6. Receipt clause	
The Trustees shall have power to pay to the parent or guardian of any minor any sum of income payable to that minor or any sum of capital intended to be applied for the advancement or benefit of that minor so that the receipt of such parent or guardian shall be a complete discharge to the Trustees.	The Trustees may accept the receipt of a parent or guardian for income or capital paid to a child.
7. Power to appropriate trust property	
The Trustees may appropriate any part of the Trust Fund and use it in or towards satisfaction of the interest of any of the Beneficiaries without the need for any consent.	The Trustees do not need to realise cash to make payments. They may instead apply assets from the Trust Fund.
8. Trustees' charges	
Any Trustee hereof (other than the Settlor or either of them) being a person engaged in any profession or business shall be entitled to charge and be paid all the usual professional or other charges for business done by him or her, time spent and acts done by him or her or his or her firm in the execution of or otherwise in relation to the trusts of this Trust and other provisions of this Trust.	Any professional Trustee can charge for work transacted in relation to the trust.
Any corporate body being a Trustee may act upon its terms and conditions (if any) prevailing at the date of its appointment and shall be entitled to charge and retain such fees for remuneration in accordance with its published scale of fees for the time being in force. In the absence of a published scale of fees such corporate body shall be entitled to charge in accordance with the terms as may from time to time be agreed between such corporate body and the Appointor.	
9. Exclusion of Settlor from the Gifted Benefits Fund	
The Settlor (or either of them) shall have no beneficial interest whatsoever in the Gifted Benefits Fund or its income and no power may be exercised to benefit the Settlor (or either of them) save as provided in Clause A of this Trust.	The Settlor(s) cannot receive any benefit from the trust except for, where applicable, the Critical Illness Benefit, the Children's Critical Illness Benefit and (if there is Critical Illness Benefit), any Terminal Illness Benefit.

## **Definitions & Administrative Terms (continued)**

10. Power of appointing new Trustees	
The power of appointing new or additional Trustees shall vest in the Settlor (or the survivor of them) and thereafter in the Trustees and shall be exercisable by deed. Provided that a Settlor shall cease to hold this power if they cease to have sufficient Capacity to exercise it.	
11. Power to remove a Trustee	
The Settlor (or the survivor of them) shall have power by deed to remove any Trustee, provided at least two Trustees remain after such dismissal, at least one of whom is not a Settlor. Provided also that a Settlor shall cease to hold this power if they cease to have sufficient Capacity to exercise it.	The Settlor(s) also has/have the right to dismiss a Trustee as long as two Trustees remain.
12. Trustee's exoneration	
In the execution and administration of this Trust no Trustee shall be liable for any loss to the Trust Fund arising by reason of any investment made in good faith by any Trustee or by reason of any other matter or thing except wilful fraud or wrongdoing committed by the Trustee who is sought to be made liable.	Trustees have no personal liability for breach of trust unless they act in bad faith.
13. Alteration of Trust Terms	
The Trustees may at any time or times during the Trust Period by deed vary the Trust Terms or any of them to such extent and in such manner in all respects as they think fit PROVIDED that:	The Trustees have the ability to alter the Trust Terms if circumstances require.
a the deed shall set out the precise terms of the variation (which may be by way of deletion or addition to or substitution for any of the Trust Terms) and the date from which the variation is to operate (not being a date earlier than the date of the deed) so that from the stated date this Trust shall have effect as varied; and.	
a no such variations shall be made so as to affect Provision 14 (excluding the Settlor from benefit). The Trustees shall not be required to seek any consents but a copy of the trust shall be supplied to the Company.	
14. Trustee beneficiary: exercise of powers	
A Trustee who is or may be a Beneficiary may exercise the power of appointment or any other power under the trust for his or her benefit provided at the time of exercise there is an additional Trustee who is not benefiting directly or indirectly as a result of such exercise.	Any Trustee who is also a Beneficiary may only make an appointment for his/her own benefit if there is also a Trustee who will not benefit from that appointment.
15. Paragraph headings and Explanatory Notes	
Paragraph headings and Explanatory Notes are for reference only and do not affect the meaning of the provisions.	
16. Governing law	
This Trust shall be governed by and construed in accordance with the law of England and Wales unless the box below is signed by the Settlor (or if two Settlors, by both Settlors) in which case the proper law of this Trust shall be the Law of Scotland.	

#### **Signatures**

I/we have read the Trust Terms and confirm that I/we intend to create a trust on the terms set out in these Trust Terms. I am/we are aware that the trust will be created with immediate effect and cannot be cancelled.

**Explanatory Notes:** You can sign in pen or with a digital signature. Please refer to the 'Filling out the Forms' guidance on page 2 above.

The date of the trust is the date the last Settlor signs. All settlors must sign.

Signed	
Settlor 1. full name	
Settlor 1. signature	
Date	
<b>Explanatory Notes:</b> Please place a diag digitally place a dash (–) in the name box	gonal line through this box if there is only one Settlor or if you are completing the form k.
Signed	
Settlor 2. full name	
Settlor 2. signature	
Date	
	of the Trust on the terms set out in these Trust Terms.
	s must sign this box where they have been appointed in the Trust Declaration.
Signed	
Additional Trustee name	
Additional Trustee signature	
Date	
Signed	
Additional Trustee name	
Additional Trustee signature	
Date	

#### If Scots law is to apply.

Explanatory Notes: Only complete this section if you wish Scots Law to apply.

The law of England and Wales will apply unless the box for Scots law is signed by the Settlor.

Signed	
Settlor one signature	
Date	
Settlor two signature	
Date	

#### TRUST COMPLETION CHECKLIST:

- 1. Have all names been completed in full? (remember you should not use initials)
- 2. Have all addresses been completed in full?
- 3. Have the Named Beneficiaries been added?
- 4. Do all the percentages add up to 100?
- 5. Have all of the signatures been completed?
- 6. Have any amendments been clearly initialed?

Please ensure you send all pages of this document to us. You can do this by post or email.

If you are posting it to us, please send it direct to Customer Service Centre, HSBC Life (UK) Limited, PO Box 1053, St Albans, AL1 9GQ. The original will be returned to you once we have recorded the Trust.

Alternatively, you can email it to support@lifeprotectionplan.hsbc.co.uk

The original Trust document will be needed in the event of a claim, so should be kept by the Trustees with the rest of the Policy documentation.

**HSBC Life (UK) Limited** HSBC Life (UK) Limited is incorporated in England and is a company limited by shares. HSBC Life (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration number 133435) and is a member of the Association of British Insurers. Registered office: 8 Canada Square, London E14 5HQ. Registered in England (United Kingdom) number 88695.

#### life.hsbc.co.uk

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