

# Isle of Man Probate Trust

**This deed is provided as a draft to be considered by you and your professional adviser. We can accept no responsibility for the tax or any other consequences arising out of you executing this deed, or for ensuring that the deed meets with your requirements.**

The Isle of Man Probate Trust is designed for those individuals who wish to avoid the need for Isle of Man Probate upon their death.

For more information about the Isle of Man Probate Trust, please refer to our *Guide to Trusts* and *Isle of Man Probate Trust Spotlight* aid.

## Completing the trust form

(The numbering denotes the relevant clause in the trust form.)

### The Settlor - creating the trust

In a case where the Settlor has applied for a policy which is yet to be issued the trust form must be dated on or after the commencement date of the policy, or in the case of an existing policy, on the date of completion of the trust form.

### Who are the Trustees?

The Trustees are the future legal owners of the Initial Trust Property, i.e. the property specified in Part 1 and/or Part 2 of the Schedule, holding it upon trust for the benefit of the person(s) specified in the trust.

- B(ii) There must be at least one Trustee entered at B(ii) for the Trust to be effective, but up to four Trustees may be nominated. We strongly suggest that either two individuals or one trust company be appointed, and that one of the Trustees be independent, i.e. someone who is not a beneficiary of the Trust. Individual Trustees must be aged 18 or over.

Please note that the trust will not achieve its objective of avoiding Isle of Man Probate if the Settlor is also the sole Trustee at the time of death.

- D(ii) The Settlor may appoint new Trustees to act with the existing Trustees of the Trust or to replace retiring Trustees. After the Settlor's death, (or the death of both Settlers where more than one) the Trustees may appoint Trustees.
- D(iii) The Settlor, so long as there is one Trustee still acting after the removal, may remove a Trustee from office.

### What is included in the trust?

- B(iv) A policy is to be transferred into trust and B(iv)(a) or (b) apply, details should be inserted in the relevant box.

Any assets to be transferred to the Trustees at the outset in addition to or in place of a policy should be specified in Part 2 of the Schedule.

Further assets may be added to the Trust Fund later, by transferring them to the Trustees.

### Signing the trust

- I. The trust form must be signed by the Settlor before a witness who must sign against each signature. The witness must be independent, over 18 and not a relative of the person whose signature is being witnessed.

The Trustees should sign at the end of the trust form, adding the date of their respective signatures. This is to confirm acceptance of their appointment as Trustees

### Note

US Specified Person means a US citizen or tax resident individual, who either holds a US Passport, a US Green Card, has a US residential/correspondence address or who was born in the US and has not yet renounced their US citizenship. More information on US FATCA can be found at [www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA](http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA).

Please complete this form using **BLOCK CAPITALS** throughout.

**A. Declaration**

- i) This Declaration of Trust is made on  20  by the Settlor as follows.
- ii) The Settlor hereby assigns the Trust Fund to the Trustees to hold it on the trusts set out below. Further monies, investments or other property may be paid or transferred to the Trustees by way of addition.
- iii) The Definitions in Part B shall have the meanings set out in that Part.

**B. Definitions**

**i) The Settlor**

Insert the full names including middle names and addresses of person(s) making the trust, namely the current owners of (or proposers under) the Policy or in a case where no policy is to be included initially in the trust the owners of the other assets specified in Part 2 of the Schedule.

|                                       | <b>Settlor 1</b>   | <b>Settlor 2</b>   |
|---------------------------------------|--|--|
| Full name                             | <input type="text"/><br><input type="text"/>                         | <input type="text"/><br><input type="text"/>                         |
| Residential address                   | <input type="text"/><br><input type="text"/><br><input type="text"/> | <input type="text"/><br><input type="text"/><br><input type="text"/> |
| Country and place of birth            | <input type="text"/>   | <input type="text"/>   |
| Country of residence for tax purposes | <input type="text"/>   | <input type="text"/>   |
| Tax reference number (ie TIN/NI)      | <input type="text"/>   | <input type="text"/>   |
| Are you a US Specified Person?        | Yes <input type="checkbox"/> No <input type="checkbox"/>             | Yes <input type="checkbox"/> No <input type="checkbox"/>             |

**ii) The Trustees**

You must appoint at least one Trustee. Insert the names of the Trustee(s) here. Please note that the Settlor is not automatically appointed as a Trustee.

Please note that the trust will not achieve its objective of avoiding Isle of Man Probate if the Settlor is also the sole Trustee at the time of death.

The Trustees means:

|                                       | <b>Trustee 1</b>   | <b>Trustee 2</b>   |
|---------------------------------------|--|--|
| Full name                             | <input type="text"/><br><input type="text"/>                         | <input type="text"/><br><input type="text"/>                         |
| Residential address                   | <input type="text"/><br><input type="text"/><br><input type="text"/> | <input type="text"/><br><input type="text"/><br><input type="text"/> |
| Date of birth (dd/mm/yyyy)            | <input type="text"/> <input type="text"/> <input type="text"/>       | <input type="text"/> <input type="text"/> <input type="text"/>       |
| Country and place of birth            | <input type="text"/>   | <input type="text"/>   |
| Country of residence for tax purposes | <input type="text"/>   | <input type="text"/>   |
| Tax reference number (ie TIN/NI)      | <input type="text"/>   | <input type="text"/>   |
| Are you a US Specified Person?        | Yes <input type="checkbox"/> No <input type="checkbox"/>             | Yes <input type="checkbox"/> No <input type="checkbox"/>             |

**B. Definitions** continued

|  | Trustee 3   | Trustee 4   |
|--|---|---|
| Full name                                | <input style="width: 100%; height: 20px;" type="text"/><br><input style="width: 100%; height: 20px;" type="text"/>  | <input style="width: 100%; height: 20px;" type="text"/><br><input style="width: 100%; height: 20px;" type="text"/>  |
| Residential address                      | <input style="width: 100%; height: 20px;" type="text"/><br><input style="width: 100%; height: 20px;" type="text"/><br><input style="width: 100%; height: 20px;" type="text"/> | <input style="width: 100%; height: 20px;" type="text"/><br><input style="width: 100%; height: 20px;" type="text"/><br><input style="width: 100%; height: 20px;" type="text"/> |
| Date of birth<br>(dd/mm/yyyy)            | <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 60px; height: 20px;" type="text"/>       | <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 60px; height: 20px;" type="text"/>       |
| Country and place<br>of birth            | <input style="width: 100%; height: 20px;" type="text"/>   | <input style="width: 100%; height: 20px;" type="text"/>   |
| Country of residence<br>for tax purposes | <input style="width: 100%; height: 20px;" type="text"/>   | <input style="width: 100%; height: 20px;" type="text"/>   |
| Tax reference number<br>(ie TIN/NI)      | <input style="width: 100%; height: 20px;" type="text"/>   | <input style="width: 100%; height: 20px;" type="text"/>   |
| Are you a US<br>Specified Person?        | Yes <input type="checkbox"/> No <input type="checkbox"/>  | Yes <input type="checkbox"/> No <input type="checkbox"/>  |

iii) **The Trustees**

The Trustees means the Trustee or Trustees for the time being acting under this Trust Deed and any other person or company who may be appointed as a Trustee of this Trust Deed.

iv) **The Policy**

The Policy (if any) means:

(a) **If the Policy is not yet in force:**

The Policy to be issued by the Company under an application dated (dd/mm/yyyy)

(b) **Where the Policy is in force:**

Policy No:  issued by the Company

and, unless the context otherwise requires, shall include all sums assured by, or to become payable by virtue of, the Policy and all benefits, privileges or advantages attaching to it.

v) **Company**

Company means RL360 Insurance Company Limited

vi) **The Initial Trust Property**

The Initial Trust Property means the assets specified in Part 1 and/or Part 2 of the Schedule.

vii) **The Trust Fund**

The Trust Fund means:

1. the Initial Trust Property;
2. all other money investments or other property subsequently paid or transferred by any person to or under the control of, and in either case accepted by, the Trustees upon the trusts of this Trust Deed;
3. all accumulations (if any) of income added to the Trust Fund; and
4. all property from time to time representing the above.

viii) **Gender**

Unless the context otherwise requires the masculine gender shall include the feminine and the neuter and vice versa and the singular shall include the plural.

ix) **Clause Headings**

The clause headings are included for reference purposes only and shall not affect the interpretation of this Trust Deed.

**C. Trust Provisions**

The Trustees shall hold the capital and income of the Trust Fund upon trust for the Settlor and if more than one in equal shares absolutely.

## D. Appointment and Removal of Trustees

- i) There shall at all times be at least one but no more than four Trustees.
- ii) The power of appointing new Trustees shall belong to the Settlor while he is alive and retains full legal capacity (and where two persons are the Settlor this power shall be exercisable by them jointly during their joint lifetimes and thereafter by the survivor of them) and thereafter by the Trustees.
- iii) The Settlor may remove any Trustee by sending a notice of removal in writing to the Trustee in question at his last known or usual address. The sending of the notice by recorded delivery post will be deemed due service of the notice. The removed Trustee shall cooperate (without expense to him, save in respect of any default in the function of Trusteeship) in executing any documents or consents required to terminate his involvement with the Trust Fund and to vest it in the continuing Trustees. This power of removal shall be exercisable only if one Trustee remains after the removal of any Trustee.
- iv) Without prejudice to all other powers, where a Trustee (the missing Trustee) cannot be found and the other Trustee or Trustees (the remaining Trustees) have made all reasonable efforts to trace him, the remaining Trustees may by deed discharge the missing Trustee. A recital in that deed that the missing Trustee cannot be found and that all reasonable efforts have been made to trace him shall be conclusive evidence in favour of any person dealing with the Trustees in good faith.
- v) After the death or incapacity of the Settlor or the last surviving Settlor, the statutory power of appointing new Trustees contained in Section 35 of the Trustee Act 1961 (which enables the Trustees to appoint new or additional Trustees etc.) shall apply to the Trust.

## E. Trustees' Powers

The Trustees shall have the following powers in addition to any other powers conferred upon them by law namely:

- i) to retain the Trust Fund in its present state and to invest the Trust Fund in or upon the security of such investments or property of whatsoever nature and wheresoever situated and whether producing income or not (including but not restricted to policies of life assurance) as the Trustees may determine as if they were the absolute owners of the Trust Fund;
- ii) to purchase heritable or real property with or without security as the Trustees may think fit;
- iii) to delegate the investment of the Trust Fund on a wholly discretionary management basis;
- iv) to borrow money on such terms as the Trustees think fit;
- v) to lend any monies to the Settlor either free of interest or upon such terms relating to interest and repayment of capital either with or without security as the Trustees shall, in their absolute discretion think fit;
- vi) to take out or take over policies of assurance on the life of any person with full power to surrender vary or otherwise deal with any such policies as if they were the absolute owners of these policies;
- vii) to employ one or more of their own number or other suitably qualified person or persons to advise on the administration of the trust and to carry into effect the trust purposes, and to pay such person or persons out of the Trust Fund appropriate remuneration for his or their services without prejudicing the right of any such person to resign as if he were a gratuitous Trustee;
- viii) to release or restrict the future exercise of any power conferred on them; and
- ix) to amend or add to the administrative provisions of the trust by deed or deeds

## F. Miscellaneous Provisions

- i) The receipt of the Trustees or of any person duly appointed by them for the purpose shall be a valid discharge of any person's liability to pay money to the trust (if such person acts in good faith and has no notice of revocation of the agent's authority where applicable), and such person shall not be concerned to see to the application of such money.
- ii) A Trustee shall not be liable for any loss to the Trust Fund unless that loss is caused by his own fraud or default. Any liability of a Trustee shall be restricted to liability for his own actions or omissions only.
- iii) Wherever it shall be necessary in connection with the affairs of this Trust for the Trustees to exercise any power, discretion or authority:
  - 1. such power, discretion or authority shall be exercisable at any time and from time to time or not as the Trustees in their sole and absolute discretion think fit; and
  - 2. whatever decision or resolution they may act upon shall be final and binding on all parties interested either directly or indirectly and the actions of the Trustees shall not be liable to be called in question upon any ground except fraud.
- iv) This Trust Deed shall be irrevocable.
- v) The proper law of this Trust shall be that of the Isle of Man. All rights under this Trust shall be governed by and construed according to the laws of the Isle of Man. The Courts of the Isle of Man shall have exclusive jurisdiction to hear all disputes concerning this Trust.

## G. Trustees' remuneration

- i) Every Trustee shall be entitled to charge and be paid such remuneration upon such terms as may have been agreed:
  - a. with the Settlor (and if there is more than one Settlor with mental capacity, with all such Settlers) prior to being appointed;
  - b. with the other Trustee or Trustees on appointment; or
  - c. in the case of a company authorised to conduct trust business, in accordance with its published terms for acting as a trustee.
- ii) In any situation where there has been no agreement within sub-clause (i), the statutory provisions of Section 29 of the Trustee Act 2001 (which authorises the remuneration of trust corporations and Trustees who act in a professional capacity) shall apply.
- iii) Provided always that the Settlor and the Spouse for the time being of the Settlor shall not be entitled to remuneration as a Trustee in any way.
- iv) A Trustee shall not be liable for any loss to the Trust Fund unless that loss was caused by his own fraud or willful default.

## H. Data Protection

This form collects your personal data. We require your personal data so we can provide you with services relating to the performance of your contract. You may ask us to stop processing your data, however this may disrupt the services RL360 can provide to you or may stop us being able to assist you. To find out how long we will keep your data, please refer to our privacy policy at [www.rl360.com/privacy](http://www.rl360.com/privacy). Any data you provide to RL360 may be shared, if allowed by law, with other companies both inside and outside of RL360 and to persons who act on your behalf. Data and information about you can be transferred outside of the Isle of Man and RL360 may be required to provide it to its regulator, its government or anyone else required by law.

RL360 will use your data and information to allow for the administration of your policy, prevent crime, prosecute criminals and for market research and statistics. RL360 will, at all times, make sure that your data and information is only used in ways that are allowed by law. You can receive a copy of the information RL360 holds about you free of charge by writing to our Data Protection Officer at: RL360, International House, Cooil Road, Douglas, Isle of Man, IM2 2SP, British Isles, or by emailing [dpo@rl360.com](mailto:dpo@rl360.com). We can reserve the right to not send you your personal data in some circumstances - if we do we will write to you setting out the reasons why.

Our full privacy and cookie policies can be viewed at [www.rl360.com/privacy](http://www.rl360.com/privacy) or can be obtained by requesting a copy from our Data Protection Officer.

## Schedule

### Part 1

The Policy, as defined in B(iv), where applicable.

### Part 2

[Please specify below any property in addition to or in place of a policy to be comprised in the Initial Trust Property.]

|  |
|--|
|  |
|  |

## I. Signatures

IN WITNESS WHEREOF this Trust is signed as a deed and delivered.

|                      | <b>Settlor 1</b>     | <b>Settlor 2</b>     |
|----------------------|----------------------|----------------------|
| Full name            | <input type="text"/> | <input type="text"/> |
| Signature            | <input type="text"/> | <input type="text"/> |
| <b>Witness</b>       |                      |                      |
| Full name            | <input type="text"/> | <input type="text"/> |
| Residential address  | <input type="text"/> | <input type="text"/> |
| Signature of witness | <input type="text"/> | <input type="text"/> |

## I. Signatures continued

### Trustee signatures

Each Trustee should sign here to show they have agreed to take on the role of Trustee.

|                      | Trustee 1  | Trustee 2  |
|----------------------|--|--|
| Full name            | <input type="text"/><br><input type="text"/>                         | <input type="text"/><br><input type="text"/>                         |
| Signature            | <input type="text"/>   | <input type="text"/>   |
| <b>Witness</b>       |  |  |
| Full name            | <input type="text"/><br><input type="text"/>                         | <input type="text"/><br><input type="text"/>                         |
| Residential address  | <input type="text"/><br><input type="text"/><br><input type="text"/> | <input type="text"/><br><input type="text"/><br><input type="text"/> |
| Signature of witness | <input type="text"/>   | <input type="text"/>   |
|                      | <b>Trustee 3</b>   | <b>Trustee 4</b>   |
| Full name            | <input type="text"/><br><input type="text"/>                         | <input type="text"/><br><input type="text"/>                         |
| Signature            | <input type="text"/>   | <input type="text"/>   |
| <b>Witness</b>       |  |  |
| Full name            | <input type="text"/><br><input type="text"/>                         | <input type="text"/><br><input type="text"/>                         |
| Residential address  | <input type="text"/><br><input type="text"/><br><input type="text"/> | <input type="text"/><br><input type="text"/><br><input type="text"/> |
| Signature of witness | <input type="text"/>   | <input type="text"/>   |

### OR in the case of a corporate trustee:

Executed as a deed by

Name of company

Acting by:

Full names

Signatures