



# Canada Life

This trust deed may be used for the following policies issued by:

- **Canada Life International Limited**
  - Delta Discounted Trust Account
  - Premiere Alpha Discounted Trust Account
- **Canada Life International Assurance (Ireland) DAC**
  - Premiere Europe Discounted Trust Account
- **Canada Life Limited**
  - Select Account - Discounted Gift Trust

## Discounted Gift Trust Discretionary Settlement Deed

*Deed*

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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 making sure the deed meets with your requirements.

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Please note:

For Canada Life Limited policies you must ensure that you also complete the relevant self-certification form.

For Canada Life International Limited and Canada Life International Assurance (Ireland) DAC policies you must complete the relevant data capture form. These forms are available from our website - [www.canadalife.co.uk](http://www.canadalife.co.uk)



## Discounted Gift Trust

This Deed of Assignment and Settlement is made on the

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Do not date.

### Part 1 – Settlor(s)

between

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(full name of first Settlor)

of

Postcode							

(residential address)

and

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(full name of second Settlor)

of

Postcode							

(residential address)

(‘the Settlor’) of the one part and

### Part 2 – Additional Trustees

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(full name of Trustee)

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(nationality)

/	/
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(date of birth)

of

Postcode							

(residential address)

and

--

(full name of Trustee)

--

(nationality)

/	/
---	---

(date of birth)

of

Postcode							

(residential address)

and

--

(full name of Trustee)

--

(nationality)

/	/
---	---

(date of birth)

of

Postcode							

(residential address)

(‘the Additional Trustees’) of the other part. If a corporate trustee is chosen, please add details of its registered office.

WHEREAS

- A. The Settlor wishes to make this irrevocable settlement by assigning the Policies to the Trustees (as hereinafter defined) as hereinafter provided
- B. The Settlor has exercised the regular partial surrender right conferred by either Provision 12 of the Delta Discounted Trust Account Policy Provisions, Provision 18(b) of the Premiere Alpha Discounted Trust Account and the Premiere Europe Discounted Trust Account Policy Provisions or Provision 9.1 of the Select Account – Discounted Gift Trust Policy Provisions, (as hereinafter defined) and is therefore entitled to receive the regular partial surrender benefit absolutely

### Part 3 – Policy(ies)

Details of the Policy(ies) subject to the settlement

Issuing company

Please tick as appropriate

Canada Life International Limited

Canada Life International Assurance (Ireland) DAC

Canada Life Limited

Policy number(s)

### Part 4 – Name of settlement

This settlement shall be known as the

settlement

### Part 5 – Beneficiaries

Add full details of any person you may wish to benefit

Please note: The Settlor(s) cannot be named as a Beneficiary

The beneficiaries are

(full name)

(nationality)

(date of birth)

of

(residential address)

Postcode

(full name)

(nationality)

(date of birth)

of

(residential address)

Postcode

(full name)

(nationality)

(date of birth)

of

(residential address)

Postcode

(full name)

(nationality)

(date of birth)

of

(residential address)

Postcode

Add full details of any class of persons you may wish to benefit, for example, all children and grandchildren of the Settlor or Settlor's nieces and nephews (of the blood or by marriage)

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## Part 6 – Trust definitions and provisions

Now this Deed witnesses as follows:

### 1. Definitions and construction

In this deed of assignment and settlement where the context so admits

- (1) (a) the singular number includes the plural number and vice versa;
- (b) the masculine gender includes the feminine gender and vice versa;
- (c) the neuter gender includes the masculine gender and the feminine gender and vice versa;
- (d) references to persons include companies;
- (e) references to companies include any association charitable body or partnership whether incorporated or unincorporated;
- (f) references to clauses and schedules are to clauses of and schedules to this deed;
- (g) unless otherwise stated references to sub-clauses are to sub-clauses of the clause in which the reference appears and references to paragraphs are to paragraphs of the schedule in which the reference appears;
- (h) the headings in this deed are for convenience only and shall be ignored in construing the provisions of this deed;
- (i) references to any statutory provision shall include any statutory modification to or re-enactment of such provision;
- (2) the following expressions shall bear the following respective meanings
  - (a) 'Beneficiaries' means
    - (i) those persons named (whether individually or as members of a class) in part 5 (which persons may not include the or either Settlor) and;
    - (ii) all persons now living (other than the or either Settlor) or born at any time before the Closing Date whom the Trustees shall have duly appointed and directed to be included (whether individually or as members of a class) as Beneficiaries in exercise of the powers conferred on them by clause 4;
  - (b) 'Beneficiaries' Fund' means the Beneficiaries' Rights together with the property from time to time representing the same and such other monies investments or other property as may be paid or transferred to or become held by the Trustees upon the trusts declared in this settlement;
  - (c) 'Beneficiaries' Rights' means subject to the Settlor's Right all the rights powers and privileges conferred by and the benefits payable under the Policies;

- (d) 'Closing Date' means the date upon which the Trust Period shall end;
- (e) 'Policies' means the policies specified in part 3 and 'Policy' shall mean any one of them;
- (f) 'Policy Provisions' means the terms and conditions governing the Policies;
- (g) 'Settlor's Rights' means the right to all monies payable and paid under Provision 12 or Provision 10 or Provision 18(b) or Provision 9.1 of the relevant Policy Provisions;
- (h) 'Trustees' means the Settlor and Additional Trustees or other trustee or trustees for the time being of this settlement;
- (i) 'Trust Fund' means the Beneficiaries' Fund and the Settlor's Right;
- (j) 'Trust Period' means the period beginning on the date of this settlement and ending on the earlier of
  - (i) the one hundred and twenty fifth anniversary of the date of this settlement and
  - (ii) such date as the Trustees may by irrevocable deed executed before the Closing Date determine (not being a date earlier than the date of execution of such deed)and the period beginning on the date of this settlement and ending on the one hundred and twenty-fifth anniversary of the date of this settlement shall be the applicable perpetuity period of this settlement.

- (3) This settlement shall be known by the name specified in part 4.

### 2. Assignment

- (1) The Settlor hereby irrevocably assigns for no consideration in money or money's worth the Policies to the Trustees to be held on the trusts hereinafter declared.
- (2) The Settlor covenants with the Trustees that each Policy is now valid and in full force.
- (3) The Settlor shall not be under any obligation to keep up the Policies or any of them or to reinstate any Policy if it shall become void for any reason and shall have no right to reimbursement or lien over the Policies or in respect of any premium paid by the Settlor.
- (4) (a) Where the Policies being assigned are issued by Canada Life International Limited, the assignment effected by sub-clause (1) shall be governed by and construed in accordance with the law of the Isle of Man and parties hereto irrevocably submit to the exclusive jurisdiction of the Manx courts in settling any dispute arising out of the assignment

- (b) Where the Policies being assigned are issued by Canada Life International Assurance (Ireland) DAC, the assignment effected by sub-clause (1) shall be governed by and construed in accordance with the law of Ireland and parties hereto submit to the jurisdiction of the Irish courts in settling any exclusive dispute arising out of the assignment.

### **3. Proper law and forum of administration**

- (1) This settlement is irrevocable and is established under the law of England and Wales and (subject as hereinafter provided)
- (a) this deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales; and
- (b) the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this deed or its subject matter or formation.
- (2) The rights of all persons beneficially interested and the rights powers and duties of the Trustees under this settlement and the construction and effect of every provision of this settlement shall be determined according to the proper law for the time being of this settlement.
- (3) The Trustees may at any time by deed revocable during the Trust Period or irrevocable and executed before the Closing Date declare that from the date of such deed or from such later date as they may specify
- (a) the forum for the administration of these trusts shall be the courts of any specified jurisdiction and/or
- (b) either the proper law of this settlement shall be changed to that of any specified jurisdiction or the rights of all parties hereto and of all persons beneficially interested under this settlement and the construction and effect of each and every provision of this settlement shall be determined as if they were governed by the law of some specified jurisdiction

Provided that the power hereby conferred upon the Trustees shall not be exercisable so as to render this settlement revocable or unenforceable in whole or part or in such way that the Settlor (or either of them) might be or become entitled to or capable of benefiting in any way in or from the Beneficiaries' Fund or the income thereof and any such purported or attempted exercise of the said power shall be void and of no effect to the extent (but only to the extent) that such purported or attempted exercise would or might render this settlement revocable or unenforceable or render the Settlor (or either of them) to be so entitled or capable of so benefiting.

- (4) Notwithstanding the above provisions of this clause the Trustees shall have power to carry on the general administration of these trusts in any jurisdiction in the world whether or not the law of such jurisdiction is for the time being the proper law of this settlement or the courts of such jurisdiction are for the time being the forum for the administration of these trusts and whether or not the Trustees or any of them are for the time being resident or domiciled in or otherwise connected in any way with such jurisdiction.

### **4. Additional Beneficiaries**

The Trustees shall have power by deed or deeds revocable during the Trust Period or irrevocable and executed before the Closing Date to appoint and direct that any person or class of persons (other than the Settlor or either of them) not already included as a Beneficiary or as Beneficiaries shall from the date of such deed be so included subject to such (if any) terms conditions or restrictions as may be specified in such deed and subject further to the prior written consent of the Settlor (or both Settlers or the survivor of them) during his lifetime.

### **5. Bare Trusts of the Settlor's Right**

The Trustees shall hold the Settlor's Right on bare trusts for the Settlor (and if there is more than one jointly) absolutely.

### **6. Trusts of the Beneficiaries' Fund**

In default of and subject to and until any and every exercise of the power contained in clause 7 the Trustees shall hold the Beneficiaries' Fund and the income thereof upon the trusts and with and subject to the powers and provisions following that is to say

- (1) Upon trust during the Trust Period to pay or apply the income of the Beneficiaries' Fund or so much of it as the Trustees think fit to or for the maintenance education advancement or benefit of all or any one or more exclusively of the others or other of the Beneficiaries for the time being in existence and to accumulate and capitalise all such income not so paid or applied as an accretion to the property from which the same arose.
- (2) Following the death of the Settlor (and if there is more than one the survivor of them) during the Trust Period the Trustees shall have power exercisable at any time or times during the Trust Period as to the whole or any part of the capital of the Beneficiaries' Fund to transfer or raise and pay the same for the absolute use and benefit of all or any one or more exclusively of the others or other of the Beneficiaries as the Trustees shall determine.
- (3) Subject to the trusts hereinbefore declared and contained and to the powers hereby or by law from time to time vested in the Trustees and to any and every exercise of such respective powers the Trustees shall hold the Beneficiaries' Fund and the income thereof upon trust for such of the

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Beneficiaries who are in existence at the Closing Date and if more than one in such shares as the Trustees shall determine and in default of such determination in equal shares per capita absolutely.

- (4) Subject as above and if and so far as not wholly disposed of for any reason whatever by the above provisions the Trustees shall hold the capital and income of the Beneficiaries' Fund upon trust for such charitable purposes absolutely as the Trustees shall determine.

#### **7. Overriding power of appointment**

Subject to the provisions of clause 13 the Trustees shall hold the Beneficiaries' Fund and the income thereof upon trust for all or such one or more exclusively of the others of the Beneficiaries at such ages or times if more than one in such shares and with such trusts powers and provisions for their respective advancement maintenance education or benefit generally (including if thought fit the accumulation of income and powers or other provisions of an administrative nature and also protective trusts and discretionary trusts and powers exercisable over capital or income at the discretion of the Trustees or of any other person and so that the exercise of this power of appointment may be delegated to any extent) or for any charity and either for the general purposes thereof (being charitable) or for any particular charitable purposes as the Trustees shall by any deed or deeds revocable or irrevocable without offending any applicable rule against perpetuities appoint Provided always that no such appointment shall be made or revoked after the expiration of the Trust Period.

#### **8. Exercise of Trustees' powers and formalities for consent**

- (1) Subject to the provisions of clause 13 and subject as otherwise specifically herein provided all powers vested in the Trustees by this settlement or by law shall be exercisable by the Trustees at their absolute and uncontrolled discretion at such time (if at all) during the Trust Period in such manner and to such extent as the Trustees in their like discretion think fit.
- (2) No Beneficiary or other person for the time being interested in the income of the Beneficiaries' Fund shall have any right to compel the Trustees to invest all or any part of the Beneficiaries' Fund in property producing income or to exercise any voting or other rights vested in the Trustees so as to ensure the payment of a dividend interest or other income in respect of any part of the Beneficiaries' Fund.
- (3) Section 11 of the Trusts of Land and Appointment of Trustees Act 1996 shall not apply to this settlement.
- (4) Where there is more than one Trustee the Trustees shall act by unanimous decision.

#### **9. Additional investment and administrative powers of Trustee**

In the administration of the Beneficiaries' Fund the Trustees (without the intervention of any person) shall have all the investment and administrative powers and the immunities set out in the first schedule in addition to those vested in the Trustees by law.

#### **10. Exclusion of Sections 31 and 32**

Neither section 31 nor section 32 of the Trustee Act 1925 shall apply to the trusts of the Beneficiaries' Fund.

#### **11. Appointment, retirement of Trustee**

- (1) The provisions contained in the second schedule shall apply in regulating the number, appointment and retirement of the Trustees and ancillary matters therein specified.
- (2) Sections 19 and 20 of the Trusts of Land and Appointment of Trustees Act 1996 shall not apply to this settlement.

#### **12. Release of powers**

The Trustees may at any time during the Trust Period by any deed or deeds revocable during the Trust Period or irrevocable and executed before the Closing Date wholly or partially release or restrict the future exercise of all or any of the powers conferred upon the Trustees by this settlement or by law notwithstanding the fiduciary nature of the power in question.

#### **13. Overriding restrictions**

Notwithstanding anything in this settlement contained or implied (but subject, in respect of sub-clause (2), of this clause to clause 14) in relation only to the Beneficiaries' Fund

- (1) this settlement shall not be construed so as to confer or purport to confer on the Trustees any trust or power which might or could be exercised or if exercised revoked at any time outside the period permitted by any applicable rule against perpetuities
- (2) none of the powers authorities or discretions hereby or by law conferred on the Trustees or on any other person shall at any time or in any circumstances whatsoever be exercisable in any manner which may benefit the Settlor (or either of them)
- (3) no exercise of any power contained in this settlement shall invalidate any prior payment transfer or application of all or any part of the Beneficiaries' Fund or the income thereof made under any power conferred by this settlement or by law.

#### 14. Right to recover income tax

- (1) The Settlor (or either of them) shall be entitled to enforce his statutory right to recover income tax for which he is liable under Chapter 9 Part 4 of the Income Tax (Trading and Other Income) Act 2005 against the Trustees from the property of the Beneficiaries' Fund to the extent only that section 538 of that Act entitles him at law so to do.
- (2) The Trustees shall be obliged on application by the Settlor to pay to the Settlor (or either of them) from the property of the Beneficiaries' Fund such amount as he is entitled to recover notwithstanding that (but for this clause) such statutory right of recovery is not or may not be enforceable as against the Trustees (and so that for the purposes of this clause a certificate of an officer of HM Revenue & Customs as to the amount of income tax which is recoverable by the Settlor (or either of them) under section 538 of the Income Tax (Trading and Other Income) Act 2005 shall be conclusive evidence of the amount and shall be conclusive and binding on the Trustees and all persons beneficially interested in the property of the Beneficiaries' Fund).

#### 15. Invalidity

If at any time any provision of this settlement is or becomes invalid illegal or unenforceable in any respect under or in any respect contrary to any law the validity legality and enforceability of the remaining provisions of this settlement shall not be in any way affected or impaired thereby.

#### 16. Agreement to the Data Protection Notice

All parties hereby confirm that they have read, understood and agree to the Data Protection Notice on page 8. Where individual Beneficiaries are specified, the Settlor and the Trustees hereby undertake to ensure that they are provided with a copy of the statement and made aware of their rights thereunder.

#### 17. Declaration of tax residence outside Ireland

This clause shall apply where the Policies being assigned are issued by Canada Life International Assurance (Ireland) DAC.

##### Tax residence definition – individual

An individual will be regarded as being tax resident in Ireland for a tax year if she/he either:

- spends 183 days or more in Ireland in that tax year, or
- has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that tax year together with the number of days spent in Ireland in the preceding year. Presence in a tax year by an individual of not more than 30 days in Ireland will not be reckoned for the purpose of applying the two-year test. Presence in Ireland for a day means the personal presence of an individual:

- at the end of the day (midnight) for tax years 2008 and earlier, and
- at any time during that day for tax year 2009 onwards.

##### Ordinary tax residence definition – individual

The term 'ordinary residence' as distinct from 'residence' relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity. An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in Ireland in 2009 and departs from Ireland in that year will remain ordinarily resident up to the end of the tax year 2012.

All parties are required by the Irish Revenue Commissioners to make the following declaration set out below, which is in a format authorised by them, in order to receive payments without deduction of Irish tax.

##### I/We\* declare that

- I/We\* have read the explanation of the terms detailed in the 'Tax residence definitions' above.
- I am/We are\* the applicant(s) in respect of which this declaration is being made.
- I am/We are\* not resident or ordinarily resident in Ireland.
- I/We\* hereby undertake(s) to inform the Company of any change in my/our country of residence during the life of the account/policy.

(\* Delete as appropriate).

**Note:** Policies issued by Canada Life International Assurance (Ireland) DAC cannot be assigned to individuals resident in Ireland (for tax purposes as described above or otherwise).

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## Data Protection Notice

Any personal information you may provide to Canada Life International Limited (CLI) as data controller will be treated in accordance with the Isle of Man Data Protection Act (as amended)

Any personal information that you may provide to Canada Life International Assurance (Ireland) DAC as data controller will be treated in accordance with the Data Protection Acts (as amended)

(CLI, CLIAI & CLL together will be defined as 'Canada Life' in this notice).

By signing this form you consent to Canada Life using and sharing your personal information as set out in this notice including, without limitation, the processing of sensitive personal data.

If submitting personal information about another person, by signing this form you confirm that you have their consent to provide such information to Canada Life and for their information to be used as set out in this notice.

### Using Personal Information

We use personal information to undertake activities relating to the setting up, administration and renewal of our policies, products and services. This includes processing applications and handling any claims. For the majority of our business we will rely on the performance of our contractual arrangements with you as the legal basis for processing.

We do not use policyholder or member personal data for marketing purposes and we do not make your personal information available to third parties for the purpose of direct marketing.

The nature of our business is to provide investments, life and pensions cover, critical illness, income protection and employer-related group products. To do this we need to use the personal information provided to carry out analysis of actuarial risks (risks of gains or losses), mortality and morbidity risks and pricing. This will be carried out in accordance with the Institute & Faculty of Actuaries' data handling protocols.

We use an underwriting engine to process some applications and quotations which will use an element of automated decision making.

Exceptionally, we may rely on our legitimate interests to process your personal data. When we do, we will demonstrate compelling legitimate grounds for doing so.

For employer-related group insurance products the Data Protection Act permits appropriate information about employees to be provided by an employer to an insurer without individual consent (including details of long-term absentees, current and previous claimants, and medical underwriting decisions).

For employer-related group products the Data Protection Act permits that members may individually withdraw their consent, in those instances Canada Life will be unable to provide cover for that individual.

When medically underwriting or assessing a claim we will obtain consent from the employee.

### Sharing personal information

We share personal information only on the basis of the purposes for which it was collected. This notice is intended to illustrate the instances where data may be shared. However, we will share your data only for the limited and compatible purposes for which it was originally obtained:

- with other Canada Life group companies including those outside the European Economic Area (EEA);
- with any of our service providers, reinsurers and / or regulators;
- with other insurers and government agencies, including without limitation Her Majesty's Revenue and Customs (HMRC), Department of Work and Pensions (DWP);
- in order to prevent, detect or investigate financial crime including fraud or other criminal activity, we may share your data with other companies (including private investigators), organisations (including fraud prevention agencies and databases), public bodies (including the police) and associations and credit reference agencies;
- we will not share your medical information with anyone other than yourself without your consent except as described in the next bullet point. This includes your employer, spouse, other relatives, friends or your legal or professional adviser. In some circumstances, it may be appropriate to advise your employer about your medical information, for example, to recommend alternative supportive therapy. However, we will seek your consent in such circumstances;
- for employer-related products and services only, some medical information related to underwriting decisions and non-medical information about you necessary for lawful policy and claim administration purposes will be shared with your employer;
- we will not share non-medical information concerning you with your spouse, other relatives, friends or your legal or professional adviser unless you provide your consent to us in writing;
- for insurance related products, with your own doctor or relevant medical professionals; and/or
- in any circumstances if permitted or required to do so by law or if we have your consent to do so.

### International Transfers

Given the global nature of our business, we use third party suppliers and outsourced services (including cloud-based services), which can require transfers of personal information outside of the EEA. In doing so, we will ensure there are contractual arrangements in place with those organisations who have appropriate organisational and technical measures to protect your personal information.

### Retention of your personal data

We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, for so long as there is any possibility that either you or we may wish to bring a legal claim under this insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

### YOUR RIGHTS AND CONTACT DETAILS OF THE INFORMATION COMMISSIONER'S OFFICE (ICO)

You may have the right to require us to:

- provide you with further details on the use we make of your personal information or your special categories of data;
- provide you with a copy of the personal information that you have provided to us or which we hold;
- update any inaccuracies in the personal information we hold;
- delete any special category of data or personal information for which we no longer have lawful grounds to use;
- cease processing of your personal information that is based on consent, by withdrawing your consent to that particular processing;



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## Data Protection Notice (continued)

- cease any processing based on legitimate interests grounds, unless our reasons for undertaking that processing outweigh any prejudice to your data protection rights; and
- restrict how we use your personal information whilst a complaint is being investigated.

In certain circumstances, we may need to restrict the rights listed above in order to safeguard the public interest (e.g. the prevention or detection of crime), our interests (e.g. the maintenance of our legal responsibilities) and for the performance of our contract with an employer who is the policyholder for employer-related products and services.

### Data Protection Officer (DPO)

If you have any questions, or complaints, in relation to our use of your personal information, you should first contact our DPO, on the details below:

Canada Life International Limited,  
Canada Life House,  
Isle of Man Business Park,  
Douglas,  
Isle of Man,  
IM2 2QJ

CLI Institutional Limited,  
Isle of Man Business Park,  
Douglas,  
Isle of Man,  
IM2 2QJ

Canada Life International Assurance (Ireland) DAC,  
Irish Life Centre,  
Lower Abbey Street,  
Dublin1.

Canada Life Limited,  
Canada Life Place,  
Potters Bar,  
Hertfordshire,  
EN6 5BA  
or by email at: [dpo@canadalife.co.uk](mailto:dpo@canadalife.co.uk).

In the unlikely event that you are dissatisfied with our response, you have the right to take the matter up with the Information Commissioner's Office (ICO), whose addresses are:

**England:** Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

**Isle of Man:** Information Commissioner's Office, First Floor, Prospect House, Prospect Hill, Douglas, Isle of Man, IM1 1ET

**Ireland:** Data Protection Commissioner, Canal House, Station Road, Portarlinton, R32 AP23 Co. Laois

The full version of our DPN can be found on our website, [www.canadalife.co.uk](http://www.canadalife.co.uk) or is available upon request by calling **0345 6060708**.

This DPN is dated 5th March 2018. Any future updates will be made available as described above.

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## First Schedule (The powers of investment and administration and immunities referred to in clause 9 of Part 6)

### Part 1 – Trustees unrestricted power of investment

The Trustees may apply any money to be invested in the purchase of or subscription for such stocks funds shares securities or other investments or property of whatsoever nature and situate in any part of the world and whether involving liability or not and whether producing income or not or upon such personal credit with or without security and upon such terms generally as the Trustees think fit without having regard to any obligation to diversify the investment of the Beneficiaries' Fund to the intent that the Trustees shall have the same full and unrestricted

powers of investing and transposing investments and laying out monies in all respects as if they were absolutely entitled thereto beneficially and without prejudice to the generality of the foregoing the Trustees may at any time and from time to time apply any part of the capital of the Beneficiaries' Fund in effecting any policy of assurance on the life of any person or any endowment policy or any other contract of insurance and in maintaining any such policy or contract (whether or not effected by them).

### Part 2 – Administrative and management powers

#### 1. To exercise the powers of a beneficial owner

To exercise all powers which an individual beneficial owner might exercise without being restricted in any way by the office of trustee including without prejudice to the generality of the foregoing power to carry on a trade or business whether alone through a partnership or otherwise power to incorporate promote and invest in companies power to concur in the reorganisation or reconstruction of company securities and the rights attaching thereto power to exercise all voting and other rights attaching to company securities and power to sell surrender exchange pay-up and otherwise deal with any policy of assurance endowment policy or contract of insurance as if they were beneficially entitled thereto.

#### 2. To receive property

To receive property (including onerous property) by gift inter vivos or otherwise from any person and to hold the same upon the trusts of the Beneficiaries' Fund herein set forth and to administer such additions under the provisions of this settlement.

#### 3. To purchase sell lease or exchange property

To purchase sell lease or exchange any property movable or immovable either at public auction or by private contract for such consideration and on such terms as the Trustees deem advisable.

#### 4. To appropriate

To appropriate any property forming part of the Beneficiaries' Fund in its then actual condition or state of investment in or towards satisfaction of any interest or share in the Beneficiaries' Fund as may in all the circumstances appear to the Trustees to be just and reasonable and for these purposes from time to time to place such value on any such property as they shall think fit.

#### 5. To permit trust property to remain with custodians or nominees

To permit any property for the time being subject to the trusts of the Beneficiaries' Fund to be and remain deposited with any bank trust company or like institution in any part of the world and to permit any property which is subject to the trusts of the Beneficiaries' Fund to be and remain vested in the names of nominees in any part of the world instead of in the name of the Trustees.

#### 6. To institute and compromise proceedings

To institute prosecute and defend any suits or actions or other proceedings affecting the Trustees as trustees of the Beneficiaries' Fund and to compromise any matter or difference or to submit any such matter to arbitration and to compromise or compound any debts owing to the Trustees or any other claims against them upon evidence that to the Trustees shall seem sufficient.

#### 7. To employ agents

To employ and pay at the expense of the Beneficiaries' Fund any agents in any part of the world including investment advisers investment managers solicitors and accountants to provide advice in connection with or transact any business or to do any other act or thing requiring to be done in the execution of the trusts of this settlement.

#### 8. To borrow

To borrow at any time any monies required for any purpose upon such terms as the Trustees think fit and the Trustees may for this purpose mortgage or charge in favour of the lender the whole or any part of the Beneficiaries' Fund or any interest in the Beneficiaries' Fund.

#### 9. To lend

To lend at any time any monies or assets forming part of the Beneficiaries' Fund to any person beneficially interested in the Beneficiaries' Fund upon such terms and conditions and whether or not at interest or upon any security as the Trustees shall think fit.

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**10. To charge**

To charge mortgage pledge or deposit the whole or any part of the Beneficiaries' Fund or any interest therein as security for any loan obligation guarantee or other liability of any Beneficiary to any third party upon such terms as the Trustees think fit.

**11. To give indemnities**

To enter into any indemnity in favour of any outgoing or former trustee or any other person in respect of any liability of any nature payable or prospectively or contingently payable in respect of the Beneficiaries' Fund and to pledge charge or otherwise deal with the Beneficiaries' Fund (or any part thereof) in support of such indemnity.

**12. To pay taxes**

In the event of any taxes duties or imposts becoming legally payable by the Trustees in any part of the world in respect of the capital of the Beneficiaries' Fund or any part thereof to pay all or any part of such taxes duties or imposts out of the capital of the Beneficiaries' Fund notwithstanding that such taxes duties or imposts or some part thereof are not or may not be recoverable by legal process and that the payment of such taxes duties or imposts may be prejudicial to one or more of the Beneficiaries.

**13. To do all things necessary for due administration**

To do all such things as may be necessary or incidental to the due administration and control of the Beneficiaries' Fund or the due execution of the trusts of the Beneficiaries' Fund.

**14. Remuneration of Trustee**

- (1) Subject to the provisions of sub-paragraph (2) each Trustee being a person engaged in any profession or business shall be entitled to be paid all usual professional or proper charges for business transacted time expended and acts done by him in connection with the trusts powers and provisions of this settlement including acts which a Trustee not being in any profession or business could have done personally.
- (2) A Trustee may act as such on such terms and conditions (including the right to remuneration and the incidence thereof) as shall be agreed between such Trustee and the person for the time being having the power to appoint a new or additional trustee of this settlement and so that any corporate Trustee shall in default of agreement be entitled to remuneration in accordance with its normal published scale of charges from time to time.

**15. Non-accountability of Trustees for certain remuneration**

- (1) No Trustee shall be accountable for any remuneration or other fee received by him from any company in which shares stock debentures or other securities are for the time being held by the Trustees as part of the Beneficiaries' Fund.

- (2) Any company being a Trustee of this settlement may transact any business which by its constitution it is authorised to undertake upon the same terms as would for the time being be made with an ordinary customer without accounting for any profit made thereby.

**16. Receipts to discharge Trustees**

Where the Trustees are authorised or required to pay or apply any capital money or income to or for the benefit of

- (1) any person who does not have the capacity to give a valid receipt the Trustees may pay the same to any parent or guardian of such person without seeing to the application of it or apply the same in such manner as may be directed in writing by such parent or guardian and the receipt of such parent or guardian shall be a sufficient discharge to the Trustees.
- (2) any charity the Trustees may pay the same to any person who purports to be the treasurer or other appropriate officer of such charity without seeing to the application of it or apply the same in such manner as may be directed in writing by such treasurer or other appropriate officer and the receipt of such treasurer or other appropriate officer shall be a sufficient discharge to the Trustees.

**17. Delegation of Trustees' trusts powers duties and discretions**

The Trustees (or any of the Trustees if there are more than one) may delegate all or any of the trusts powers duties and discretions imposed or conferred upon the Trustees by this settlement or by law to any person resident or domiciled in any part of the world (including if thought fit any other Trustee).

**18. Exclusion of apportionment**

Except where the context otherwise requires all (if any) statutory and equitable rules of apportionment shall not apply to this settlement and the Trustees shall be permitted to treat all dividends and other payments in the nature of income received by them as income at the date of receipt irrespective of the period for which the dividend or other income is payable.

**19. Power to amend**

The Trustees may at any time by deed or deeds revocable during the Trust Period or irrevocable and executed before the Closing Date amend the provisions of Part 1 and Part 2 of this first schedule to enable them to administer effectively the trusts of the Beneficiaries' Fund.

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### Part 3 – Exoneration and indemnity of Trustees

1. Without prejudice to the protection in this regard afforded by law in the professed execution of the trusts and powers of this settlement no Trustee (nor any director or officer of any corporate trustee) shall be liable:
    - (a) for any loss to the Trust Fund arising by reason of any improper investment made or retained in good faith;
    - (b) for the negligence or fraud of any agent employed by such Trustee or by any other Trustee although the employment of such agent was not strictly necessary or expedient provided such employment was in good faith;
    - (c) by reason of any mistake or omission made in good faith by any Trustee;
    - (d) by reason of any other matter or thing except fraud wilful misconduct or negligence on the part of the Trustee whom it is sought to make liable.
  2. Each Trustee shall be entitled to exoneration and indemnity out of the Trust Fund for any liability loss or expense incurred hereunder and for any judgment recovered against and paid by such Trustee other than liability loss expense or judgment arising out of his own fraud wilful misconduct or negligence.
  3. An audit or other approval in writing of the accounts of this settlement by a recognised accounting firm shall be a complete discharge to the Trustees and shall be binding on any person having an interest of any kind under this settlement.
  4. The Trustees shall not be bound or required to interfere in the management or conduct of the business of any company in which the Trustees shall hold shares or other voting rights but so long as there shall be no notice of any act of dishonesty or misappropriation of monies on the part of the directors having the management of such company the Trustees shall be at liberty to leave the conduct of its business (including the payment or non-payment of dividends) wholly to such directors.
  5. Where under any provision of this settlement the Trustees are authorised or directed to make any payment to or otherwise to benefit any class of persons including illegitimate persons the Trustees shall be entitled to assume (in the absence of actual knowledge or notice to the contrary) that:
    - (a) there are no illegitimate persons in such class and
    - (b) any person acknowledged by another person to be a child (whether legitimate or illegitimate) of that other person is such a child;
- The Trustees shall have no liability to any person for any action taken or omission made in reliance on either of the abovementioned assumptions.

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## Second Schedule (The provisions referred to in clause 11(1) of Part 6 relating to the appointment and retirement of Trustees and ancillary matters)

1. The minimum number of Trustees of this settlement (or of any part of the Trust Fund in respect of which a separate set of trustees has been appointed) shall be two in the case of individual Trustees and one in the case of a corporate Trustee.
2. So long as the number of Trustees is below the minimum number a continuing Trustee shall not be entitled (save in the event of an emergency) to exercise any discretion or power hereunder other than the power of appointing a new Trustee pursuant to the powers hereinafter contained.
3. Any Trustee who wishes to be discharged from the trusts of this settlement shall give written notice of such wish to the person for the time being entitled to appoint new Trustees and to his co-Trustees (if any) and having given such notice shall be discharged at the expiration of one month from the date when such notice shall have been given or of such shorter period as the said person entitled to appoint new Trustees may agree in writing but so that such discharge shall not take effect unless and until immediately after such discharge there will be (whether by virtue of continuance in office or of an appointment taking effect forthwith upon such discharge) at least the minimum number of Trustees required by paragraph (1) or by any applicable law and unless and until the Trustee wishing to be discharged shall have complied in full with paragraph (7) below.
4. If a Trustee whether original additional or substituted shall die or being a company be dissolved or shall desire to be discharged from all or any of the trusts or powers of this settlement or shall refuse or become unfit to act therein or become incapable of acting therein then the following persons namely:
  - (a) the Settlor (and if there is more than one then all of them who are for the time being in existence) or if he is unable or unwilling to act;
  - (b) the surviving or continuing Trustees for the time being or if there be no surviving or continuing Trustees;
  - (c) the personal representatives constituted in the place of the domicile of the last surviving Trustee (if an individual) or the last Trustee (if a company)may by deed appoint one or more other persons to be a Trustee or Trustees in the place of the Trustee so deceased dissolved desiring to be discharged refusing or being unfit or being incapable as aforesaid.
5. The persons in paragraph (4) mentioned in the same order of succession may by deed appoint one or more other persons to be an additional Trustee or additional Trustees provided that the number of Trustees shall not be increased beyond four.
6. Notwithstanding any rule of law to the contrary no Trustee shall be capable of being removed or replaced on the grounds that he has remained out of the United Kingdom for more than twelve months.
7. An outgoing Trustee shall execute and do all such transfers or other documents acts or things as may be necessary for vesting the Trust Fund in the new or continuing Trustees provided always that an outgoing Trustee who is or may be liable as a Trustee for any taxes duties or imposts shall not be bound to transfer the Trust Fund as aforesaid unless reasonable security is provided for indemnifying such outgoing Trustee against such liability or contingent liability.
8. The expression 'continuing Trustees' in paragraph (4)(b) includes retiring Trustees.

**To protect you and us from financial crime, we need to verify the identity and address of all owners, including newly appointed trustees. To assist us, we will require documents sufficient to verify the identity and address of all owners and appointed trustees. In the absence of such documents, we may use credit reference agency searches to verify the identity and address. Please note this will not affect anyone's credit rating.**

## Part 7 – Signatures

**In witness whereof the parties hereto have executed this Deed the day and year first above written**

### Signed and delivered as a Deed by the First Settlor

Print name of Settlor

Signature of Settlor

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

Postcode

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All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement

### Signed and delivered as a Deed by the First Settlor as a Trustee

Print name of Second Settlor

Signature of Second Settlor

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

Postcode

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All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement

**Please ensure that the Settlor has signed in both capacities, as Settlor and as Trustee**

**In witness whereof the parties hereto have executed this Deed the day and year first above written**

**Signed and delivered as a Deed by the Second Settlor**

Print name of Settlor

Signature of Settlor

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

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

All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement

**Signed and delivered as a Deed by the Second Settlor as a Trustee**

Print name of Second Settlor

Signature of Second Settlor

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

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

All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement

**Please ensure that the Settlor has signed in both capacities, as Settlor and as Trustee**

**Signed and delivered as a Deed by the first mentioned Additional Trustee**

Print name of first mentioned Additional Trustee

Signature of first mentioned Additional Trustee

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

Postcode

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All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement

**Signed and delivered as a Deed by the second mentioned Additional Trustee**

Print name of second mentioned Additional Trustee

Signature of second mentioned Additional Trustee

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

Postcode

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All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement



**Signed and delivered as a Deed by the third mentioned Additional Trustee**

Print name of third mentioned Additional Trustee

Signature of third mentioned Additional Trustee

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

Postcode

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All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement

**Signed and delivered as a Deed by the mentioned Corporate Trustee**

Print name of Director

Signature of Director

Print name of Director/  
Company Secretary

Signature of Director/  
Company Secretary

In the presence of

Full name of witness

Signature of witness

Occupation of witness

Residential address of witness

Postcode

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All signatures must be witnessed by an independent person, not another Trustee, the Settlor or anyone who can benefit under the Settlement



## Canada Life

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