

# Application form and trust

Version 04/19

This policy can only be written on a single insured person basis. The only benefits that can be covered under the Relevant Life policy are life protection, reducing life protection and terminal illness.

Cover can be taken out for a fixed term of up to 50 years or on a five-year renewable basis up to the insured person's 60th birthday. **The policy must end before the employee's 75th birthday.**

## For financial adviser use only

Your Aegon agency number

(This is your UAN and comprises of three letters and three numbers)

## For the purposes of Financial Conduct Authority reporting:

Did you give the applicant advice about choosing to set up this policy?

Yes  No

## Your online services user ID

If you don't provide this information, you'll be unable to access documents relating to this policy using our protection document service.

Unipass users: If you don't know your user ID, you'll find this by logging into our online services as usual and going to the Settings page of the Protection document service.

## Important notes for financial advisers

You can't use this application form to apply for Relevant Life when using our online service.

You should send the fully completed form to us at:

Aegon  
Edinburgh Park  
Edinburgh  
EH12 9SE

If you want to apply using our online service, please use our **Data capture form** to record client information for an online application. If you're not registered for our online new business service, please call our Protection Customer Service Centre on 03456 00 14 02. You can download our **Data capture form** from the Support section of our website, at [aegon.co.uk](https://www.aegon.co.uk)

## Money laundering

Current money laundering guidance allows for identity verification for 'reduced risk' (for example, protection) business to be completed after a business relationship has been established and before pay out when there is a claim. This means that we don't require evidence of identity to be provided with this application but we'll require evidence of identity before we pay any claim under this policy.

## Important notes for the customer

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These notes apply to both the policyholder and the insured person. In this section 'you' means the policyholder and/or the insured person where appropriate in the context.

Please read the following important information carefully before filling in this application form for Relevant Life from Aegon. These notes will help you fill in this form and give you some important details about the information you're asked to give and how we deal with it.

- You must give the answers personally. The insured person must answer the medical, personal and health questions. If the answers are filled in by anyone else, then you and the insured person must read them over and agree them before signing the declaration. You should make and initial your respective changes.
- The questions asked in this application form cover the facts that we think are important to our assessment of the application.
- When answering a question, you're personally responsible for making sure you've given complete and accurate information. You shouldn't make any personal assessment about whether the information is relevant or not, or assume that we'll write to your doctor for medical information. If you're in any doubt about the information required, you should give full details.
- You must tell us in writing if there's any change in your circumstances between completion of this application and the start date of the policy. In particular, you must tell us if there are changes in:
  - i your financial interest and reason for applying for this policy, for example if there's been a change in the insured person's salary;
  - ii the insured person's health, for example if the insured person suffers symptoms that they've already seen or may need to see a doctor for, or if they're having any form of medical investigation;
  - iii the insured person's lifestyle circumstances, for example if they've started smoking, increased drinking, or they've had an unexplained recent loss of weight;
  - iv the insured person's occupation, employer or employment status, or
  - v the insured person's recreational activities, for example if they've taken up a hazardous pursuit such as rock climbing.

The examples included aren't exhaustive.

If there's any change in your, or the insured person's, circumstances at all, you should tell us.

If you don't give full and accurate information, as detailed above, all the protection provided by the policy could be lost or cancelled in the event of a claim, not just the benefit affected or the benefit that's being claimed under.

- For confidentiality – for example if you'd prefer not to share medical information with another policyholder, insured person or your financial adviser – you can send your answers in a sealed envelope direct to the Chief Medical Officer, Edinburgh Park, Edinburgh, EH12 9SE. Please tick the box in the declaration at the end of this form if you've done this. If you prefer you can attach the envelope securely to this application form.
- If insurance is being applied for with other companies at the same time, by signing the declaration you're consenting to us sending copies of medical reports to these other companies if they ask for them. However, if they ask us for any highly sensitive information, including HIV or genetic test results, we'll ask for your specific permission before we send it.
- Once we've assessed the application we'll let the policyholder know the terms on which we're prepared to offer protection.
- Please ask if you'd like a copy of the completed application form as submitted to us and/or a copy of the policy conditions which set out our standard terms and conditions for Relevant Life.
- To comply with UK Money Laundering Regulations and guidance and protect you and us from financial crime, we'll require evidence of identity before we pay any claim under this policy.

We may get evidence of identity by using reference agencies to carry out a search of sources of information about you (an identity search). This doesn't affect your credit rating. If this identity search fails we may ask you for documents to confirm your identity.

# Checklist

When filling in sections 4, 5 and 6, please make sure you answer all the questions accurately and supply additional information where necessary. If you're in any doubt about the information required, you should give full details.

Both male and female applicants need to complete question k within the health questions (section 6). Only female applicants need to complete question l.

Please make sure that you've signed the following areas of the application form (where necessary):

- Declaration and consent – section 12
- Direct debit instruction – at the end of this form
- Please send the completed form to:  
Aegon, Edinburgh Park, Edinburgh, EH12 9SE

If the policy is to be written under our **Declaration of trust for a Relevant Life policy**, please complete this at the end of this form.

## 1. Personal details of insured person (employee)

### Insured person

Surname

Previous surname (if changed in the last five years)

Title

Forename(s)

Gender

Male  Female

Date of birth

D	D	M	M	Y	Y	Y	Y
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Address

Postcode

Daytime phone number

Alternative phone number

Email

We'll use your email address and phone number to contact you about your policy. We might also use them to keep you informed about our products and services but only where you've consented to this.

Occupation

Industry

**Employment basis** (tick one box only)

- Employed full-time  
 Employed part-time over 16 hours a week  
 Employed part-time under 16 hours a week

Relevant Life policies are strictly for those people who are employed. If you're self-employed or unemployed you're unable to take out a Relevant Life policy.

**Total gross yearly earnings from this employment**

This is your earned income before tax and including overtime, commission and bonuses. Only include dividends if they'll stop if you're not able to work. Don't include income from investments or other sources.

£





Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 4. Medical details

Please answer the following questions for all types of benefit. You must not assume that we'll write to your doctor. If you need to give further details please use the Extra notes section on page 23. Or, you can write the details on a separate piece of paper, put your name and date of birth on it, then sign and date it and attach it securely to this form. ✉

### 4.1 Insured person

How tall are you?

m	cms	ft	inches
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How much do you currently weigh?

kgs	st	lbs
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Have you been registered with a doctor in the UK for the past 12 months?

Yes  No

Name of current doctor

Surgery name

Address

Postcode
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Phone number

Have you been registered with your current doctor for more than 12 months?

Yes  No

If 'No', please give your previous doctor's details below.

Name of previous doctor

Surgery name

Address

Postcode
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Phone number

## 4. Medical details – continued

### 4.2 Tobacco and/or nicotine use

#### Are you a smoker?

You're classed as a smoker if you've smoked or used any type of tobacco or nicotine products in the last 12 months. This includes, but isn't limited to cigarettes, cigars, nicotine gum/patches, e-cigarettes or pipe/rolled tobacco.

If 'No', we may ask for a simple medical test to confirm this.

Please answer the relevant questions below based on whether you told us that you were a smoker or non-smoker.

#### Non-smoker

Tell us which one of these options best describes you.

If you've ever smoked, when did you last smoke tobacco or use any nicotine-based products?

#### Smoker

Tell us the average amount of the following that you've smoked or used a day over the last year. If you've only used nicotine replacement products such as gum, patches or e-cigarettes in the last year, please enter 0.

#### Insured person

Yes  No

I've never smoked

Ex-smoker

Very occasional smoker

Current user of products containing nicotine

Cigarettes, including roll ups

Cigars

Other tobacco (in grammes)

1 ounce = 28 grammes

### 4.3 Alcohol consumption

Please answer both the questions below about alcohol consumption even if you don't drink/have never drunk alcohol.

#### a. How many of the following do you drink a week?

Think back over the last three months and consider what you'd normally drink in a week.

If you don't drink alcohol please enter 0 in each box.

Pints of beer, lager or cider

Glasses of wine (125ml)

Measures of spirits (25ml) or bottles of alcopops (275ml)

Other alcoholic drinks

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

#### 4. Medical details – continued

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b. **Have you been advised to reduce or stop your alcohol consumption by a doctor, nurse or other medical professional?**

This includes a referral for specialist support such as an alcohol dependence unit or Alcoholics Anonymous.

If 'Yes', give full details including any treatment, relevant dates, the number of units you were drinking each week at the time and details of any medical tests, driving convictions or hospital visits related to your alcohol consumption.

Insured person

Yes     No



## 5. Personal questions

Please answer the following questions for all types of benefit.

If you need to give further details please use the Extra notes section on page 23. Or, you can write the details on a separate piece of paper, put your name and date of birth on it, then sign and date it and attach it securely to this form. ☒

### 5.1 Travel

**In the next 12 months do you intend to live, work or travel abroad, or have done so in the past five years?**

You don't have to tell us about holidays if they total less than 30 days in any 12 month period.

#### Future travel/residence (next 12 months)

Tell us which countries (including regions) you expect to visit, and how many months you expect to spend in each country/region in the next year.

#### Past travel/residence (last five years)

Tell us which countries you've visited or lived in, and how many months you spent in each country in the last five years.

#### Insured person

Yes  No

If **Yes**, complete the relevant sections below:

### 5.2 Leisure

**Do you intend to take part in any hazardous activity?**

You don't need to tell us about:

- flying only as fare-paying passenger or cabin crew on scheduled or charter aircraft;
- 'track' or 'experience' days;
- a one-off parachute jump, or
- a one-off scuba-dive.

If **'Yes'**, tick all that apply.

Questionnaires for each of these pursuits are available at [aegon.co.uk/support](http://aegon.co.uk/support). Completing these will help speed up the underwriting process. If you won't have access to these questionnaires, please give full details of your activities in the 'Details' section below.

If you need to give further details please write the details on a separate piece of paper, put your name and date of birth on it, sign and date it and send it to us at our head office. ☒

Yes  No

Aviation

Aviation-related activities (for example, ballooning, gliding, parachuting, parasailing)

Caving/potholing

Motor sports

Mountaineering

Sailing

Sports diving

Other – give details below

#### Details:

Give full details including the activity you take part in, how often you take part in this activity, details of any related qualifications/experience and any equipment you use.

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 5. Personal questions – continued

### 5.3 Other protection policies

Insured person (employee)

Does the total amount of protection under all your existing policies, together with this application and any pending or concurrent applications, exceed £1,500,000 life cover or £750,000 critical illness cover or total permanent disability (TPD)?

Yes – give details of protection already in force, including any existing cover with us

No

	Policy benefit(s) <sup>1</sup>	Amount	Reason for protection	Name of insurer
1				
2				
3				
4				
5				

<sup>1</sup> For example, life cover/life or earlier critical illness cover (no TPD)/life or earlier critical illness cover (with TPD)/critical illness cover (no TPD)/critical illness cover (with TPD)/TPD.

Is any of your existing protection being cancelled?

Yes – give details of which protection is to be cancelled, including the name of insurer and policy number

No

Protection to be cancelled	Name of insurer	Policy number

Give details of protection being applied for, including any other applications to us.

	Policy benefit(s) <sup>1</sup>	Amount	Reason for protection	Name of insurer
1				
2				
3				
4				
5				

<sup>1</sup> For example, life cover/life or earlier critical illness cover (no TPD)/life or earlier critical illness cover (with TPD)/critical illness cover (no TPD)/critical illness cover (with TPD)/TPD.

## 5. Personal questions – continued

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Insured person (employee) – continued

Is the intention that all of these applications will go in force if accepted?

Yes

No – give full details

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 6. Health questions

Please make sure that you answer all of the questions honestly and accurately. If you're in any doubt about the information we require, you should give full details.

If you've had a predictive genetic test for Huntington's disease, you only have to tell us the results, if this application, when added together with any cover you have of the same type, is for more than £500,000 life cover.

However if you've had any genetic test and the results are in your favour, you can choose whether to tell us the results or not. You must tell us however, if you think you're having treatment for, or are experiencing symptoms of, a genetic condition.

**You must not partially disclose information when answering any questions or assume that we'll write to your doctor.**

When answering the following health questions you don't need to tell us about common colds, influenza, hay fever, sinus trouble, wisdom teeth, vasectomy or shingles.

### 6.1 HIV/AIDS

a. Have you ever tested positive for HIV, hepatitis B or C, or are you waiting for the results of such a test?

If the result is negative, the fact of having an HIV test will not, of itself, have any effect on your acceptance terms for insurance.

If you've answered 'Yes', please tick all that apply.

Insured person

Yes  No

- I've tested positive for HIV
- I'm waiting for a HIV test result
- I've tested positive for hepatitis B or C
- I'm waiting for a hepatitis B or C test result

b. Within the last five years have you been exposed to the risk of HIV infection?

HIV infection can be caught through unsafe sex, intravenous drug abuse, or blood transfusions or surgery undertaken outside the European Union.

If 'Yes', please give full details, including the duration of illness, investigations, date of diagnosis and treatment received.

Yes  No

## 6. Health questions – continued

c. Within the last five years have you tested positive or been treated for any disease which was transmitted sexually?

If 'Yes', please give full details, including dates.

Are you fully recovered?

This means no treatment, discharged from any further review and not under any follow up.

How many attacks of this condition have you had needing consultation with a GP or clinic?

Insured person

Yes  No

Yes  No

6.2 Have you ever taken or injected any recreational drugs, anabolic steroids or prescription drugs not prescribed to you by a doctor?

If Yes, tell us which drug(s) you have taken.

Have you ever injected this drug?

If Yes, when did you last inject this drug?

When did you last use this drug?

How many times a month do you use/did you use this drug?

Give details if you've ever suffered any physical problems, excessive tiredness or any mental problems (for example anxiety or depression) related to the use of these drugs.

If you've ever had problems at work/taken time off due to use of drugs, or received a caution for driving under the influence of drugs, give full details.

Yes  No

Yes  No

M	M	Y	Y	Y	Y
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M	M	Y	Y	Y	Y
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Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 6. Health questions – continued

If you answer 'Yes' to any of the following health questions, please give full details in section 7 (Supplementary medical history).

6.3 Do you now have, or have you ever had, any of the following:

		Insured person	
a.	Angina, heart attack, stroke, transient ischaemic attack (TIA), brain haemorrhage or brain injury?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Chest pain, palpitations, heart murmur or any disease or abnormality of your heart, pulse, veins or arteries?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Cancer, tumour, Hodgkin's disease, lymphoma or leukaemia?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Diabetes or sugar in the urine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Any condition of the nervous system such as epilepsy, fits or blackouts, multiple sclerosis, Parkinson's disease, Alzheimer's disease, dementia, cerebral palsy or paralysis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Mental illness that has required referral to a hospital, community mental health team or psychiatrist or have you ever attempted self-harm, suicide or had suicidal thoughts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Any disorder of the eyes (including blurred or double vision) or the ears (including impaired hearing)?  You can ignore sight problems corrected by glasses or contact lenses.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## 6. Health questions – continued

6.4 Other than previously stated, in the last five years have you had, been treated for or been advised to have follow-up for any of the following, whether or not you've consulted a medical practitioner:

		Insured person	
a.	Raised blood pressure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Raised cholesterol?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	A lump, growth or cyst of any kind, or any mole or freckle that has bled, become painful, changed colour or increased in size?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Numbness, tingling, tremor, temporary loss of muscle power, or loss of balance or co-ordination?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Asthma, bronchitis, or any other condition affecting your lungs or breathing? You don't need to tell us about: • common colds or flu, or • one-off chest infections that you've fully recovered from.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Anxiety, depression, stress, fatigue or any form of nervous or mental disorder, including eating disorders or work-related stress? If you've already told us about your anxiety, depression or mental illness in response to a previous question, there's no need to tell us about this again here.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Anaemia or any blood or thyroid disorder?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h.	Any disorder of the digestive system, liver, stomach, pancreas or bowel, including gastric or duodenal ulcer, hepatitis, colitis or Crohn's disease?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
i.	Any disorder of the kidney, bladder, prostate or genito-urinary system, including blood or protein in the urine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
j.	Any arthritis, gout, joint or muscle problems, including the knee(s), shoulder(s), neck, back or spine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 6. Health questions – continued

		Insured person
k.	(This question is for both males and females) Any breast disorders, for example lumps, cysts, nipple discharge or inverted nipple, or an abnormal mammogram?	<input type="checkbox"/> Yes <input type="checkbox"/> No
l.	(This question is for females only) An abnormal cervical smear or other gynaecological disorder from which you haven't fully recovered and/or been discharged from follow-up?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.5	To the best of your knowledge, have any of your parents, brothers or sisters, died from or been diagnosed with any of the following diseases/disorders indicated in the table on the next page before the age of 65? Select all that apply.	<input type="checkbox"/> Yes <input type="checkbox"/> No

If 'Yes', please complete the table on the next page:



## 6. Health questions – continued

### Insured person

Disease/Disorder	If selected, give full details of the individual(s), including their relationship(s) to you and age(s) at diagnosis. Please also give full details if you've had any investigations relating to the condition.
Heart attack, angina or stroke	
Diabetes	
Cancer of the breast, ovaries or bowel or familial bowel polyps	
Alzheimer's disease	
Parkinson's disease	
Polycystic kidney disease	
Polyposis of the colon	
Motor neurone disease	
Multiple sclerosis	
Huntington's disease	
Muscular dystrophy	
Cardiomyopathy	
Any other hereditary disorder – give name of disorder	
None of these	

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 6. Health questions – continued

If you answer 'Yes' to any of the following health questions, please give full details in section 7 (Supplementary medical history).

		Insured person
6.6	<p>Are you awaiting the results of any investigations or are you aware of any symptoms or complaints that you haven't consulted a doctor about or received treatment for?</p> <p>If you've already told us about your investigations, symptoms or complaint in response to a previous question, there's no need to tell us about this again here.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.7	<p>Do you have any other information to give us about any medical investigation, test or consultation, advice, counselling, operation, medication or treatment that you've had or been advised to have or are currently having, but haven't already told us about?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## 7. Supplementary medical history

These questions should only be answered if you've answered 'Yes' to a health question in section 6.

You should complete a separate set of questions for each medical condition and be as specific as possible.

If you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

Medical condition 1	Insured person
Which question do the following answers relate to?	<input type="text"/>
What condition has been diagnosed?	<input type="text"/>
When did this condition first occur?	<input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
When did you last have symptoms?	<input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Have symptoms been continuous? If No, how many episodes have you suffered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>
Tell us what symptoms you're suffering or have suffered from, and the severity.	<input type="text"/>
Have you been told that this condition is due to another medical condition? If Yes, give full details.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>
Are you currently having treatment, for example any medication or specialist appointments? If Yes, tell us the type of treatment being received and the frequency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>
If you've received treatment in the past, tell us the type, frequency and when this stopped.	<input type="text"/>
Are you waiting for any investigations, operation or the results of any tests/investigations? If Yes, give full details including date(s) and the results.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>
Have you had any tests or investigations? If Yes, give full details including date(s) and the results.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 7. Supplementary medical history – continued

<p>Have you been admitted to hospital with this condition? If <b>Yes</b>, give full details including the number of admissions and dates.</p>	<p>Insured person</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <input type="text"/>
<p>How much time off work have you taken in relation to this condition and when was this?</p>	<input type="text"/>
<p>If you've had time off work, have you now fully returned to work?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>Are you fully recovered? This means no treatment, discharged from any further review and not under any follow up.</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p><b>Medical condition 2</b></p>	<p>Insured person</p>
<p>Which question do the following answers relate to?</p>	<input type="text"/>
<p>What condition has been diagnosed?</p>	<input type="text"/>
<p>When did this condition first occur?</p>	<p><input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
<p>When did you last have symptoms?</p>	<p><input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
<p>Have symptoms been continuous? If <b>No</b>, how many episodes have you suffered?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <input type="text"/>
<p>Tell us what symptoms you're suffering or have suffered from, and the severity.</p>	<input type="text"/>
<p>Have you been told that this condition is due to another medical condition? If <b>Yes</b>, give full details.</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <input type="text"/>
<p>Are you currently having treatment, for example any medication or specialist appointments? If <b>Yes</b>, tell us the type of treatment being received and the frequency.</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <input type="text"/>

## 7. Supplementary medical history – continued

<p>If you've received treatment in the past, tell us the type, frequency and when this stopped.</p>	<p>Insured person</p> <input type="text"/>
<p>Are you waiting for any investigations, operation or the results of any tests/investigations? If Yes, give full details including date(s) and the results.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>Have you had any tests or investigations? If Yes, give full details including date(s) and the results.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>Have you been admitted to hospital with this condition? If Yes, give full details including the number of admissions and dates.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>How much time off work have you taken in relation to this condition and when was this?</p>	<input type="text"/>
<p>If you've had time off work, have you now fully returned to work?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Are you fully recovered? This means no treatment, discharged from any further review and not under any follow up.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 7. Supplementary medical history – continued

<p><b>Medical condition 3</b></p> <p>Which question do the following answers relate to?</p>	<p>Insured person</p> <input type="text"/>
<p>What condition has been diagnosed?</p>	<input type="text"/>
<p>When did this condition first occur?</p>	<input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
<p>When did you last have symptoms?</p>	<input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
<p>Have symptoms been continuous?</p> <p>If <b>No</b>, how many episodes have you suffered?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>Tell us what symptoms you're suffering or have suffered from, and the severity.</p>	<input type="text"/>
<p>Have you been told that this condition is due to another medical condition?</p> <p>If <b>Yes</b>, give full details.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>Are you currently having treatment, for example any medication or specialist appointments?</p> <p>If <b>Yes</b>, tell us the type of treatment being received and the frequency.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>If you've received treatment in the past, tell us the type, frequency and when this stopped.</p>	<input type="text"/>
<p>Are you waiting for any investigations, operation or the results of any tests/investigations?</p> <p>If <b>Yes</b>, give full details including date(s) and the results.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>Have you had any tests or investigations?</p> <p>If <b>Yes</b>, give full details including date(s) and the results.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>
<p>Have you been admitted to hospital with this condition?</p> <p>If <b>Yes</b>, give full details including the number of admissions and dates.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <input type="text"/>

## 7. Supplementary medical history – continued

Insured person – continued	
How much time off work have you taken in relation to this condition and when was this?	<input type="text"/>
If you've had time off work, have you now fully returned to work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you fully recovered? This means no treatment, discharged from any further review and not under any follow up.	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you want to give us more information regarding questions you answered 'Yes' to in sections 4, 5 and 6, please give us the additional details in the Extra notes section below. Or, you can write the details on a separate piece of paper, put your name and date of birth on it, then sign and date it and attach it securely to this form. ☒

### Extra notes

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 8. How we use your information

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Here at Aegon, we're committed to protecting and respecting your privacy. The personal information, including any special categories of personal information, for example medical data, we collect from you or others is required to enable us to verify your identity, assess your application for a policy, provide ongoing administration and assess any claims you make.

We need this information to carry out our obligations and provide you with the products and services under the terms of your contract with us. Without it, we wouldn't be able to provide you with a policy.

As part of our administration process, we work with carefully selected service providers (in other words suppliers) that carry out certain functions on our behalf. We only share the appropriate level of personal information necessary to enable our suppliers to carry out their services and they need to keep the information safe and protected at all times. Our suppliers must only act on our instructions and can't use your personal information for their own purposes.

The personal information we collect may be transferred to, and stored at a destination outside the European Economic Area (EEA). This could be to other companies within the Aegon Group or to our service providers. Where any such processing takes place, appropriate controls are in place to make sure that your information is protected.

We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application or enrolment process and on an ongoing basis), for you and anyone you're linked with financially or other members of your household. Our enquiries or searches may be recorded.

As part of our underwriting process, we may use an automated decision-making tool. We've built rules into our underwriting engine which will either generate an automated decision or refer to one of our underwriters. We can review decisions if requested.

You can find more information on how we use and share your personal information, including how long we keep it and details of your rights at [aegon.co.uk/protectinginformation](https://aegon.co.uk/protectinginformation) or by contacting us to request a copy.

We'd like to keep you up-to-date with information about our news, products and services relating to our protection products by email, phone, SMS or mail. If you'd like to hear more from us, please tick the box below.

Yes, I'm happy for you to contact me with information relating to your protection products.

You can change your mind and unsubscribe at any time simply by contacting us. For more information on how to do this go to [aegon.co.uk/protectinginformation](https://aegon.co.uk/protectinginformation)

We won't pass your information to other companies outside of the Aegon Group for marketing purposes.



## 9. Marketing consent

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We'd like to keep you up-to-date with information about our news, products and services relating to our protection products by email, phone, SMS or mail. If you'd like to hear more from us, please tick the relevant box(es) below.

Insured person – yes, I'm happy for you to contact me with information relating to your protection products.

Policyholder – yes, I'm happy for you to contact me with information relating to your protection products.

You can change your mind and unsubscribe at any time simply by contacting us. For more information on how to do this go to [aegon.co.uk/protectinginformation](https://aegon.co.uk/protectinginformation)

We won't pass your information to other companies outside of the Aegon Group for marketing purposes.

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 10. Access to medical reports – rights for the insured person

---

In this part 'you' refers to the insured person only (whether or not this is the policyholder).

10.1 We may need to get medical reports to support the application. Before we can ask any doctor that you've consulted to fill in a report, we need your permission under the Access to Medical Reports Act 1988 (or The Access to Personal Files and Medical Reports (Northern Ireland) Order 1991) (each referred to individually as the Act). Your rights under the Act are as follows:

- You don't need to give your permission, but if you don't, we may not be able to go ahead with the application. This doesn't prevent an application being made to other companies for insurance.
- You can ask to see the report before your doctor returns it to us. If this is the case, we'll tell your doctor to keep the report for 21 days so that you can arrange to see it. If you haven't made arrangements to see the report within this time, your doctor will send the report to us. Once you've seen the report, your consent is required before it can be passed to us.
- If you choose not to see the report at this stage, you may ask your doctor for a copy within six months of it being sent to us. We can send a copy of the report to your doctor if you ask to see it at a later date.
- If you indicate on this form that you don't want to see the report before it's sent to us, we can ask your doctor for a report without notifying you. However, you can still write to your doctor and ask to see the report before it's sent to us. You'll then have 21 days within which to make arrangements to see the report.
- If you think that any part of the report isn't correct or is misleading, you may ask your doctor to amend it. If your doctor refuses to make the amendments, you may ask them to attach a statement outlining your views, which will then accompany the report.
- Your doctor can withhold access to the report if:
  - i they feel that it would cause physical or mental harm to you or others, or
  - ii it discloses information given by or about another person (apart from another doctor who has attended you), who doesn't want their identity or the information revealed. In these circumstances, your doctor must notify

you and you'll then be able to see only the non-confidential parts of the report. If the whole report is affected, your doctor must not send it to us unless you consent to this.

- If you ask for a copy of the report under any circumstances, your doctor can charge you a reasonable fee to cover the costs of supplying it.

10.2 The medical report your doctor fills in asks about the following:

- Your current health:
  - i. Any care, medication or treatment you're currently receiving
  - ii. The results of referrals or tests you're waiting for
- Any time off work in the last three years.
- Your past health:
  - i. Details of any relevant illness, trauma, or referrals for specialist advice or treatment, hospital admissions, consultations with your GP or any other medical adviser, therapist or counsellor.

In particular, whether you have a history of:

- malignancy (cancer), cardiovascular (heart) disease, diabetes and degenerative (gradually worsening) diseases;
- musculoskeletal disease or injury, for example arthritis, rheumatism, back problems or any other disorder of the joints or muscles;
- anxiety, depression, neurosis (such as phobias, obsessions and so on), psychosis (a mental disorder where you lose contact with reality), stress or fatigue;
- suicidal thoughts or attempts at suicide, or
- conditions related to drug or alcohol misuse or smoking or chewing tobacco.

- ii. Details of any biopsies, blood tests, electrocardiograms (heart tests), height, weight if measured in the last two years, urinalyses (tests on urine), x-rays or other investigations.
  - iii. Any blood pressure readings in the last three years.
- Any history of disease among your parents or brothers or sisters that you've told your doctor about.

## 10. Access to medical reports – rights for the insured person – continued

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- 10.3 If we ask your doctor for a report, we'll ask them not to reveal information about:
- negative tests for HIV, hepatitis B or C;
  - any sexually transmitted diseases unless there could be long-term effects on your health, or
  - predictive genetic test results, unless there's a favourable test result which shows that you haven't inherited a condition your family suffers from.

- 10.4 The information you and your doctor provide about your health may result in us:
- refusing to provide insurance;
  - increasing premiums above standard rates;
  - excluding certain medical conditions, or
  - setting premiums at standard rates.

- 10.5 Contact us
- If you have any questions about your rights under the Act or questions about the process of getting, assessing or storing medical information, please write to:
- Protection Customer Service Centre  
Aegon  
Edinburgh Park  
Edinburgh  
EH12 9SE

- 10.6 Do you want to see the medical report before your doctor sends it to us?
- Yes – I **do** want to see the medical report before it's sent to you
- No – I **don't** want to see the medical report before it's sent to you

## 11. Important notes for the policyholder and the insured person

---

The policy won't start until we've assessed and accepted the application and the first premium has been paid. If the insured person has a full or quarter birthday (quarter birthdays are at three, six and nine months after a birthday) while the application is being processed, the terms may differ from those originally illustrated. In most instances the premiums will be as originally illustrated. We may offer revised terms, but occasionally we may not be able to offer any terms.

We may ask you to contact your doctor if we're waiting for reports which we've asked for. If we ask you to attend a medical examination or we ask your doctor for a general practitioner's report, we may need to share the application information with another company we've authorised. They'll make the arrangements for the examination to take place and/or to obtain the general practitioner's report.

We may need to send the application and relevant medical reports to our reinsurers for their opinion or agreement to the terms offered, or we may need to send them at a later stage for purposes relating to managing the policy. Please ask us if you want details of any company we use to assess the application.

We have a confidentiality policy in place, which means we hold all medical information securely and access is limited to authorised individuals who need to see it. You're entitled to ask for a copy of our standard policy conditions and/or a copy of the application form at any time.

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 12. Declaration and consent

---

Before signing this declaration, please read sections 10, 11 and 12 carefully.

Tick here if answers to some/all of the medical questions have been sent to our Chief Medical Officer.

### 12.1 This declaration applies to both the policyholder and the insured person.

In this declaration 'I/me' means the policyholder and/or the insured person where appropriate in the context and 'you' means Aegon.

12.2 I confirm that I have had the opportunity to read section 10. Access to medical reports, which includes information relating to my rights under the Act, section 11. Important notes and the information in this section 12. Declaration.

12.3 The information and statements I've made within this application, and within any additional documents you've asked for in connection with this application, are true and complete.

12.4 If I haven't received face-to-face advice from a financial adviser in connection with this application, I've received and had the opportunity to read the key features document, illustration and policy conditions that are relevant to this application.

### 12.5 I agree it's my personal responsibility to:

- tell you, in writing, about any change to my health and/or circumstances which happen before this policy starts;
- fully and completely give all the facts required when answering the questions in this form. At no point will I assume that you will write to my general practitioner for medical information, and
- comply with the points detailed above. If I fail to comply with the points above, then the protection cover may be altered or cancelled. If the cover is cancelled, no claim will be payable.

### 12.6 I agree:

- that if you need to accept my application on terms other than standard terms, you'll tell my financial adviser what those terms are;
- to you sharing the application information with another company you've authorised. This could include asking me to attend a medical examination or requesting a general practitioner's report. The authorised company will arrange for the examination to take place and/or to obtain the general practitioner's report;
- to you gathering relevant information from other insurers about any other applications for life, critical illness, sickness, disability, accident or private medical insurance that I've applied for, and
- that I'll sign any further consent to gather medical reports that you require, in the event that the current consent has expired.

### 12.7 I give you permission to:

- request medical information at any time, before or after my death, about any matter which relates to my physical or mental health, from any doctor who has attended me. I also agree to you passing the results from any independent medical examination to my own doctor;
- share medical evidence with any other company within the Aegon UK plc group or to get any evidence held by any other company within the group;
- share any medical information with another insurer if they ask for such information, and
- ask for the relevant financial information, if needed, to assess this application.

12.8 I authorise those asked to provide medical information when they see a copy of this declaration and consent. It allows you to gather medical reports within 12 months of the date I signed it, at any time in the event that I'm ill, or after my death to support any claim made on the policy.

You can use this information to maintain management information for business analysis.

## 12. Declaration and consent – continued

### 12.9 Terms of contract

In this section 'I' means the policyholder and/or the insured person, where appropriate in the context, and 'you' means Aegon.

12.9.1 Aegon relies on the information contained in all of the following documents as they form the basis of the contract for an Aegon Relevant Life policy:

- Aegon Relevant Life policy conditions and accompanying policy schedule
- This application record
- This declaration and consent
- The signed Confirmation form

12.9.2 I confirm that I am aware that the Aegon Relevant Life policy conditions are the standard terms which set out the terms of the contract between us, and it is important that I read the standard terms before agreeing to be bound by them. If there is any term or point I do not understand in the standard terms, or do not wish to be bound by, I acknowledge that I can request further information from you before signing this application, and

12.9.3 I declare that:

- I apply for a Relevant Life policy and agree to be bound by the Aegon Relevant Life policy conditions;
- both I, and the insured person are resident in the UK, and
- by signing this declaration, I am agreeing to you processing my application using the information that I have given. You may also use this information to process any claim made on this policy.

Signature of the insured person (employee)

Date of signature

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Print name

X	X
---	---

Signature(s) of policyholder (employer)

Date of signature

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Print name

X	X
---	---

Please give the position/authority of signatory

Date of signature

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Print name

X	X
---	---

Please give the position/authority of signatory

Please remember that if you don't answer the questions fully and accurately, we may not pay a claim, and the whole policy may be cancelled, not just the benefit under which you're claiming.

## 13. Agency details

### To be filled in by the financial adviser

Your name and company name

Phone number

Email address

Your principal Financial Services Register reference number

Your appointed rep Financial Services Register reference number

If you're a member of a support services company, please give your reference

### Commission details

Please tick one box only:

- Initial plus renewal (Indemnity)  
Lump sum paid then renewal commission paid after the indemnity period.
- Initial plus renewal (Non-indemnity)  
Paid in regular instalments over the initial period then renewal commission paid after the initial period.
- Level  
Paid in regular instalments throughout the life of the policy.

Would you like to give up any commission?

- Yes  No

If 'Yes', what percentage do you want to give up?

 %

Is this application to cover you, an appointed representative, an employee, a relative or a relative of an employee?

- Yes  No

For employers

# Declaration of trust for a Relevant Life policy

(you, as Employer have the choice of being a Trustee or not and the Trust could continue if your Employee changes employment)

## About this draft trust deed

You should use this trust deed when you, as an employer (whether a sole trader or trading through a partnership, a limited liability partnership ('LLP') or a limited company), want to provide life and terminal illness cover for an employee (not someone who's self-employed) by placing an Aegon Relevant Life policy in trust for the benefit of the employee's family and financial dependants.

You, as Employer, are the Settlor of the Trust and have the choice of being a trustee or not. For example, where the employer is a company with a sole shareholder director, administratively, it may be better if such an employer was not a corporate trustee.

## Trust laws are complex

It's essential you seek professional advice. We've supplied this document as a draft only. The parties signing it must satisfy themselves that it's suitable for their use and it has the legal effects they intend. It's important you fully understand the terms of the trust and how it works. You'll find more information in the Key features of the Relevant Life policy. If you use this draft you're deemed to have accepted responsibility for it.

This draft trust deed and the accompanying notes are based on our understanding of the law and HM Revenue & Customs practice at the time of drafting. Although we've made every effort to make sure they're accurate, we don't accept any responsibility for:

- a our interpretation of the law, or
- b notifying you of future changes in the law.

## Advantages of this trust deed and the Aegon Relevant Life policy

- Policy premiums paid by the Employer are generally tax deductible for the Employer and the premiums aren't taxed on the Employee as benefits in kind. (Following changes to the tax legislation, the premiums may in some circumstances be taxed on the Employee if offered in connection with a flexible benefits or salary sacrifice arrangement).
- The lump sum death benefit will be available to the Beneficiaries without the need to wait for a grant of probate/confirmation to the Employee's estate and won't generally form part of the Employee's estate for inheritance tax purposes.
- The Trustees can pay any terminal illness benefits to the Employee rather than the other Beneficiaries.

- Where the Employee changes employment, the new employer can take over the payment of the premiums and the Policy can remain a Relevant Life policy, with the associated tax benefits.
- The terminal illness or death benefit isn't subject to tax in the event of a claim and the proceeds can usually be paid out tax free to the Beneficiaries, although in a few cases an inheritance tax exit charge may apply.

## Additional information

We can also provide you with the following documents:

- **Deed of Assignment** – can be used, for example, if the Employee changes employment and wishes to become the policyholder
- **Deed of appointment of additional trustees**
- **Changing trustees** – incorporates a Deed of Resignation as a Trustee and a Deed of Removal of a Trustee
- **Deed of Appointment of Beneficiaries by Trustees** – can be used by the Trustees to exercise their discretion
- **Deed of removal of beneficiaries by trustees**

## Important notes you should read before completing this draft trust deed

- If you, as the Employer, opt out of being a Trustee we'll not be able to provide you with additional information about the Policy as we can only correspond with the Trustees as the Policy owners.
- The Trust, once created, is irrevocable (with lasting legal and tax consequences) and the Policy and its benefits must be held according to its terms.
- The Trustees will be the legal owners of the Policy and their authority is required for any dealings with the Policy. It's the Trustees who would make a claim for any Policy proceeds and, in that event, set up a trustee bank account.
- It's advisable to have at least two individual trustees or one corporate trustee (with more than one director) at any time. The Trustees should be people who will act in the best interests of the Beneficiaries. They must be over 18 years of age, of sound mind and preferably resident in the United Kingdom.
- We'll only accept instructions from Trustees who have had their identities verified. By signing this deed you accept we can verify your identity and, if required by us, the Trustees will take all reasonable steps to get any evidence of identification for any Beneficiary of the Trust for us.



## Completion notes

1. Complete all relevant sections of the document in BLOCK CAPITALS and ballpoint pen.
2. If you make a mistake, just draw a line through it. Don't use correction fluid. You and all the Trustees must initial the change.
3. The margin notes throughout the document will help you fill it in.
4. Please make sure you fill in all the relevant boxes. If you leave any of these blank, the Trust could be invalid.

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## 1. Request to create a trust

---

The Employer is the Settlor. Write the name of the business in the first line and then the address of the business after 'of'.

of

(‘the Settlor’)

hereby requests and directs:

The Relevant Life policy to be issued as a result of the Settlor's application in 3.4 below (**the Policy**) be issued and delivered in such a manner as to constitute the initial trustees (as defined in 3.2 below) as trustees of the Policy.

## 2. Creation of the trust

---

The Settlor has determined to provide a death-in-service benefit for the Employee by means of the Policy and wishes to declare trusts on which the Policy is to be held and for that purpose has made the request in 1. above and wishes to appoint the Trustees as the initial Trustees of this Trust Deed.

The Employer undertakes to the Trustees to pay all the premiums that may be due with respect to the Policy whilst the insured person remains an employee.

## 3. Definitions and interpretation

---

A subsequent Employer could pay the premiums provided they employ the insured person on the Policy.

3.1 **Employer** means the settlor who is creating the trust and is the employer of the Employee and any subsequent employer of the Employee who pays the premiums in respect of the Policy whilst the insured person remains an employee.

### 3. Definitions and interpretation – continued

---

Tick the appropriate box for the type of business of the Employer.

**Type of business**

- Limited company (Ltd/Plc)
- Partnership
- Limited liability partnership
- Sole trader
- Charity

It's advisable to have at least two individual trustees or one corporate trustee (with more than one director) at any time. Where the Employer doesn't wish to be a Trustee they should tick the box above their signature in section 10. If the Employer is to be a Trustee, you don't need to insert their details here.

**3.2 Trustees** means the people named as such here and signing this Trust Deed or such other persons who may be appointed or assumed as trustees from time to time. They will be the legal owners of the Policy and unless indicated above the Employer's signature in section 10, the Employer will also be a Trustee.

Full name (1st Trustee)

Full name (2nd Trustee)

Address

Postcode

Address

Postcode

Full name (3rd Trustee)

Full name (4th Trustee)

Address

Postcode

Address

Postcode

**3.3 Employee** means the person employed by the Employer at the date of this declaration and the insured person under the Policy.

### 3. Definitions and interpretation – continued

---

3.4 **Policy** means the policy described below being a Relevant Life policy as defined in section 393B(4) of the Income Tax (Earnings and Pensions) Act 2003 and any subsequent variation or amendment to that policy, which has been taken out, provided or otherwise funded by the Employer in respect of the Employee.

**Name of company**

Scottish Equitable Plc

**Description of the Policy**

Relevant Life policy

Write the date of the application and the full name of the insured person (Employee) as it appears on the application.

**Date of application** (dd/mm/yyyy)

**Insured person** (the Employee)

Full name

If you're applying for more than one policy please contact us.

Address

Postcode

3.5 **Trust Fund** means the Accidental Death Benefit, the Immediate Cover, the Policy, the capital sums payable or arising under the Policy and all additions and accretions to the Trust Fund by way of further settlement or otherwise and all accumulations of income and the property and money for the time being representing the same and any part or parts thereof.

3.6 **Trust Period** means the period of 125 years from the date of the issue of the Policy.

3.7 **Beneficiary(ies)** means the following persons whether now living or born during the Trust Period:

- a any spouse or Civil Partner who is married to, or in a civil partnership with, the Employee immediately before their death;
- b any children of the Employee or any spouse or Civil Partner of the Employee's children;
- c any person who, in the opinion of the Trustees, was a dependant of the Employee immediately before their death;
- d the Employee (if the Employee doesn't wish to be a Beneficiary, please score through and have the deletion initialled by the Employer and the Trustees;

If the **Employee is a shareholder** of a close company, they may want to seek advice to see if they should be removed as a Beneficiary to avoid the gift with reservation of benefit provisions being invoked.

### 3. Definitions and interpretation – continued

---

Insert the full name(s) of each individual or charity you're including.

- e any individual (other than the Employee) or charity named in the boxes immediately below


, and

- f any additional individuals (other than the Employee) or charity(ies) nominated in writing to the Trustees by the Employee as a Beneficiary.

3.8 **Accidental Death Benefit** means any rights to accidental death benefits described in the application, key features document or any other relevant pre-contractual document.

3.9 **Immediate Cover** means any rights to immediate cover described in the application, key features document or any other relevant pre-contractual document.

3.10 **Civil Partner** means any person who is alive at the death of the Employee with whom the Employee had before his death entered into a civil partnership under the Civil Partnership Act 2004.

3.11 **Company** means Scottish Equitable plc.

3.12 Unless the context indicates otherwise, words in the singular will be deemed to include the plural and the masculine to include the feminine and vice versa.

3.13 The notes in the margin are for guidance only and don't form any part of this deed.

## 4. Purpose of the trust

---

- 4.1 The Trustees declare that the purpose of the trust is to secure that the capital sums payable under the Accidental Death Benefit, the Immediate Cover or the Policy will be paid to, or for, or applied, in favour of any person or persons who are within the class of Beneficiaries (not the Employer). The Trustees agree to hold the Trust Fund, which is irrevocable.
- 4.2 The Trustees will pay or apply the whole or such part or parts of the Trust Fund and the income from it to or for the benefit of all or any one or more of the Beneficiaries who are, for the time being, living and in such shares or proportions, and subject to such terms and conditions and with, and subject to, such provisions for forfeiture in respect of bankruptcy or otherwise and with such discretionary trusts and powers exercisable by such persons, as the Trustees in their absolute discretion think fit.
- Subject to the above:
- a During the Trust Period the Trustees may accumulate all or any part of the income as an accretion to the capital instead of paying or applying it as aforesaid and, if at any time there will be no Beneficiaries in existence, the Trustees will accumulate all of the income.
- b The Trustees will at all times exercise their powers to secure that any sums payable must (whether directly or indirectly) be paid to, or for, or conferred on, or applied only in favour of a Beneficiary beneficially and so as to comply with section 482(2) Income Tax (Trading and Other Income) Act 2005.
- 4.3 Subject to all the trusts, powers and provisions of this Trust, and if and so far as (for any reason) not wholly disposed of by it, the Trust Fund will be held in trust for the children of the Employee alive at the date of this deed and, if more than one, in equal shares.

## 5. Trustees' powers

---

The Trustees have the following powers, in addition to any powers conferred on them by law:

- 5.1 To invest or apply any money for the time being representing the Trust Fund in the purchase of or at interest upon the security of such stocks, funds, shares, securities or other investments or property of whatsoever nature and wheresoever situate and whether producing income or not, including investment in life assurance policies and the purchase or improvement of real property, and whether involving liability or not or upon such personal credit with or without security as the Trustees may in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and varying investments in all aspects as if they were absolutely and beneficially entitled to the Trust Fund free from any obligation to diversify investments.
- 5.2 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.
- 5.3 To borrow money and lend to any of the Beneficiaries on such terms and with or without security as they think fit.
- 5.4 To pay, transfer or apply the whole or any part or parts of the capital of the Trust Fund to or for the advancement or benefit of any one or more (to the exclusion of the others) of the Beneficiaries, in such shares and proportions and in any manner generally, as the Trustees in their absolute discretion think fit.
- 5.5 To revocably or irrevocably delegate any power or powers in making, managing, realising or otherwise dealing with any property comprised in the Trust Fund to any person or persons upon such terms as to remuneration or otherwise as the Trustees may think fit and no Trustee will be responsible for the default of any such agent if the Trustee in question employed or incurred expense in employing them in good faith.
- 5.6 To, at any time or times during the Trust Period, declare by deed or deeds that the objects or persons named or specified (whether or not ascertained) in such deed who are, would or might, but for this clause, be or become Beneficiaries or otherwise able to benefit, as the case may be, will, in relation to the whole or any part of the Trust Fund, be excluded from benefit (both direct and indirect) and shall be known as 'Excluded Persons'. Provided however that such power will not be capable of being exercised so as to take away any interest to which any of the Beneficiaries has previously become indefeasibly entitled. Any declaration made pursuant to this section 5.6 may be revocable, during the Trust Period, or irrevocable to take effect before the end of the Trust Period and will have effect from the date (not being a date earlier than the date of such deed or deeds) specified in the deed or deeds.
- 5.7 The receipt by the Trustees of any money payable under (or deriving from) any dealing with 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 money.
- 5.8 The Trustees shall at their discretion have power to pay the parents (or either parent) or any guardian of any minor Beneficiary any sum of income intended to be applied for the maintenance or education or benefit of that minor so that the receipt of such parent or guardian shall be a complete discharge to the Trustees.

Where the Employee is a Beneficiary they should be removed if they leave the employment of their employer and want to take over the payment of the premiums, keeping the Policy in this Trust.

## 6. Administrative provisions

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- 6.1 The statutory power of appointment of trustees shall apply.
- 6.2 In addition, the Employee may remove one or more of the Trustees by sending a Notice of Removal in writing to the Trustee in question at his last known address. The sending of the Notice by recorded delivery post will be deemed due service of it. The removed Trustee will co-operate (without any expense to him) in executing any documents or consents required to terminate effectively his Trusteeship and to vest the Trust Fund in the continuing Trustees.
- 6.3 If during the management or administration of the Trust Fund any action is, in the opinion of the Trustees, expedient but cannot be effected by reason of the absence of any power for that purpose, the Trustees may by deed confer on themselves either generally or, in the particular instance, the necessary power for the purpose and on the execution of such a deed the Trustees will have the power as if it had been expressly conferred on them by this deed.

## 7. Payment to trustees

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Any Trustee (other than the Employer) being a solicitor or other person engaged in any profession or business will be entitled to charge and be paid all usual professional or other charges for business done by him or his firm in connection with the Trust Fund whether in the ordinary course of his profession or business or not.

## 8. Protection of the trustees

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A Trustee will not be liable for a loss to the Trust Fund unless that loss was caused by his own actual fraud or negligence.



## 9. Governing law

This Trust Deed will be irrevocable and governed by and construed in accordance with the law of England and Wales.

## 10. Attestation

It's your responsibility to make sure that this deed is properly executed.

Tick the box if you don't want to be a Trustee.

For example, if the Employer is a company with a sole shareholder director, administratively, it may be better if such an employer wasn't a trustee.

If the Employer is a:

- company or limited liability partnership a director or member should sign in the presence of a witness;
- general partnership without separate legal personality it must sign in accordance with its constitution, generally one or two individuals – provided they sign together only one witness will be required, or
- sole trader, he should sign as authorised signatory in the presence of a witness.

A witness must be someone over 18 and not a party to this Trust.

The deed should be executed after the date of the Policy application (date the paper application is signed) and before the Policy comes into force.

In witness whereof this deed is executed as follows:

### 10.1 Employer

Signed and delivered as a deed by the Employer as:

a settlor of the Trust **and, unless the box below is ticked**

b as Trustee.

Tick this box if you, the Employer, don't want to be a Trustee.

By executing this deed, the Employer confirms that the Policy has not been applied for with the main purpose of avoiding the payment of tax.

Full name of authorised signatory

Full name of authorised signatory

Signature

Signature

In the presence of:

Full name of witness

Full name of witness

Address of witness

Postcode

Address of witness

Postcode

Occupation

Occupation

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

Signature

Signature

## 10. Attestation – continued

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Signing as Trustee confirms each individual's appointment to the role and that they agree to and acknowledge the terms of this Trust Deed.

### 10.2 Trustees

Signed and delivered as a deed by the Trustees as follows:

Full name (1st Trustee)

Full name (2nd Trustee)

Signature

Signature

In the presence of:

Full name of witness

Full name of witness

Address of witness

Postcode

Address of witness

Postcode

Occupation

Occupation

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

Signature of witness

Signature of witness

## 10. Attestation – continued

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Full name (3rd Trustee)

Full name (4th Trustee)

Signature

Signature

In the presence of:

Full name of witness

Full name of witness

Address of witness

Address of witness

Occupation

Occupation

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

Signature of witness

Signature of witness







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## Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ballpoint pen and send it to: Aegon, Edinburgh Park, Edinburgh EH12 9SE

Name(s) of account holder(s)

Bank/Building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager	Bank/Building society
Address	
Postcode	

Reference

Service user number

### PLEASE COMPLETE

This isn't part of the instruction to your bank or building society.

Policy number/online application reference

Insured person

Direct Debits should normally be paid from the policyholder's own bank or building society account. If this isn't the case, please tell us the reason and the name and address of the person making the policy payments in section 3.6.

### Instruction to your bank or building society

Please pay Scottish Equitable plc Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand this Instruction may remain with Scottish Equitable plc and, if so, details will be passed electronically to my bank/building society.

Signature

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

### The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Scottish Equitable plc will notify you three working days in advance of your account being debited or as otherwise agreed. If you request Scottish Equitable plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Scottish Equitable plc or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to, you must pay it back when Scottish Equitable plc asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



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