

Deed in Exercise of a Power of Appointment

Please use **BLOCK CAPITALS** and full names throughout this form.

Incomplete or illegible deeds will cause delay.

If you make alterations, please sign in the margin next to them.

The deed is made on

Date / /

The Appointors are

The Beneficiaries are

(1) _____

of _____

(2) _____

of _____

(3) _____

of _____

(4) _____

of _____

Whereas

This Deed is supplemental to the policy or policies of assurance detailed below.

Policy number	Sum assured	Premium	Effective date
			/ /
			/ /
			/ /
			/ /

The said policy or policies and all monies payable thereunder (the **Policy**) are held subject to a trust (the **Trust**) created on

Date / /

under section 11 of the Married Women's Property Act 1882 / by a trust declaration of that date.

Now this deed witnesses that

- 1 The Appointors have a power under the Trust to appoint the Beneficiaries in the manner described herein. In exercise of the said power, the Appointors hereby
 - (a) appoint and direct that the trustees under the Trust shall hold the Policy for the benefit of the Beneficiaries absolutely [as beneficial joint tenants / in the shares stated above] and
 - (b) revoke any earlier revocable appointments made in exercise of that power.
- 2 This appointment may be revoked in accordance with the terms of the Trust unless the Appointors have each signed in the box below on or before the date of this Deed and each such signature has been witnessed.

Sign here only if this Deed of Appointment of Benefit is intended to be irrevocable:

Signature of Appointor (1)	_____
In the presence of:	_____
Signature of Appointor (2)	_____
In the presence of:	_____
Signature of Appointor (3)	_____
In the presence of:	_____
Signature of Appointor (4)	_____
In the presence of:	_____

- 3 The Appointors hereby certify that this instrument falls within Category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.
- 4 The construction validity and effect of this Deed is governed by English Law.

In witness whereof

the Appointors have entered into this Deed on the date written above.

Signed as a deed and delivered by the Appointer(s)

(1) Appointors signature	_____	Witness' signature	_____
Name and address	_____	Name and address	_____
_____	_____	_____	_____
_____	_____	_____	_____
(2) Appointors signature	_____	Witness' signature	_____
Name and address	_____	Name and address	_____
_____	_____	_____	_____
_____	_____	_____	_____
(3) Appointors signature	_____	Witness' signature	_____
Name and address	_____	Name and address	_____
_____	_____	_____	_____
_____	_____	_____	_____
(4) Appointors signature	_____	Witness' signature	_____
Name and address	_____	Name and address	_____
_____	_____	_____	_____
_____	_____	_____	_____

Guidance notes for Deed in Exercise of a Power of Appointment

When to use this Deed

This Deed form is only suitable where the Appointor has a power of appointment. A power of appointment is a power to select or change the beneficiaries of a policy in trust, or to change the proportions that will be paid to the beneficiaries.

The original trust document will show whether or not there is a power of appointment and will state who the Appointor is and whether there are any restrictions or limitations. Often the settlors will have the power of appointing beneficiaries.

Please note that on outgoing beneficiary will be deemed to have made a potentially exempt transfer for the purpose of inheritance tax. Although Lincoln Assurance Limited has taken great care in preparing this form for your use, we do not give legal advice and so we cannot accept responsibility that the information given is accurate or up to date or that the suggested form of wording is appropriate to your circumstances.

Read the form of Deed and the guidance notes carefully and, if you are in any doubt, you should take independent advice on the suitability and taxation implications of using this Deed form. If you make any hand-written amendments to this form, each signatory should sign or initial next to those amendments.

How to complete the Deed form

On the first line, write the date when the Deed is to take effect, which should normally be the date when it is signed and should never be earlier than the date when it is signed.

Appointors

- List the names of all the people who are Appointors. The original trust document creating the power of appointment should say who has the power of appointing the benefit of the trust.
- Strike out any space not used.

Beneficiary(ies)

- List the names and addresses of all the people who are to benefit. Remember that the original trust document may restrict your choice of beneficiary. Also, there are some legal restrictions on who may be a beneficiary: in particular, under a Married Women's Property Act trust, each beneficiary must be a spouse or child of the life assured.
- If there are two or more beneficiaries, you may state after each name the percentage of the benefit which that person is to take (note: this should not be a particular sum of money).
- The effect of stating a percentage is that the beneficiaries will have a tenancy in common rather than a joint tenancy of the beneficial interest. If you want two or more beneficiaries to take the benefit equally, only state percentages if you specifically want there to be a tenancy in common. Your legal adviser may be able to help you with this if you are unsure.
- Strike out any space not used.

*Next, complete the paragraph headed **whereas***

- Complete the table carefully as this information identifies the policy or policies to be affected.
- In the paragraph underneath the table, insert the date of the Trust (for example the date of a trust document or trust request form

completed when the policy was first issued or, if the trust is a Married Women's Property Act trust, this will be the date when the policy was first effected).

- If the policy was effected in trust under the Married Women's Property Act 1882, then delete the words 'by a trust declaration of that date'. Otherwise, delete the words 'under section 11 of the Married Women's Property Act 1882'.

In Paragraph 1 of the Deed, delete the words in square brackets according to these instructions:

- If there is only one beneficiary, delete all the words in square brackets.
- If there are two or more beneficiaries and you have stated a proportion or percentage for each, delete the words "as beneficial joint tenants".
- If there are two or more beneficiaries and you have not stated a proportion or percentage for each, delete the words "in the shares stated above".

After Paragraph 2 of the Deed, there is a box with spaces for the Appointors to sign. **This box should only be completed if the appointment of benefit is intended to be irrevocable.**

If the appointment is irrevocable, the Appointors will not be able to exercise their power of appointment again. The original trust document may restrict the Appointors' choice of whether or not the appointment can or must be irrevocable.

If the appointment is to be irrevocable, the signature(s) of the Appointor(s) must be witnessed. The witness for each Appointor should be the same person who witnessed that Appointor's execution of the Deed (that is, the signatures at the end of the Deed). Strike out any space not used.

If the appointment is not intended to be irrevocable, then the box should be struck through in its entirety to make clear that the appointment can be revoked at a later stage.

Once completed, the Deed should be signed as a deed and delivered by each Appointor.

Each Appointor must sign in the presence of a witness and the witness must also sign and give his or her name and full address in the space provided. Every signature space that is not required should be struck through or marked "not applicable".

A witness must be someone independent and someone who is not connected with the Deed, so for example the beneficiary cannot witness an Appointor's signature and the witness cannot be a member of the Appointor's family.

Once the Deed has been completed and executed

Once the Deed has been completed and executed it should be sent to Lincoln Assurance Limited at Barnett Way, Barnwood, Gloucester, GL4 3RZ. Otherwise, we will be unable to act upon the changes made by this Deed and the Deed may not have effect as you intended.

We will make a note of the Deed and return the original to the trustees for safe keeping. The Deed is an important document and should be kept with the policy documents.