



INSTRUCTIONS FOR PARTICIPATION IN THE METLIFE MASTER TRUST

METLIFE MASTER TRUST

The MetLife Master Trust is a standalone group life scheme registered with HMRC. It provides lump sum death benefit only in respect of the death of a scheme member. The scheme is underwritten by MetLife Registered Group Life policies. The policy benefits under the policies have been assigned into the trust by policyholders who participate in the scheme. If you wish to participate in the MetLife Master Trust, please follow carefully the instructions on how to complete the Deed of Participation and sign the relevant Execution page.

You may want to consider obtaining independent and specific legal advice as to the execution of the Deed; MetLife and Irwin Mitchell Trustees Limited cannot give legal advice in connection with the execution of the deed and will not be responsible for any legal fees, costs or expenses that you may incur.

On execution by the trustee of the MetLife Master Trust, the effect of the Deed is to assign the policy benefits of your MetLife Registered Group Life policy to the MetLife Master Trust. Any policy benefits payable under your policy will be passed to the trustee of the MetLife Master Trust, not the policyholder. The Trustee will distribute the death benefit to the beneficiaries of the deceased scheme member (your deceased employee's beneficiaries).

It is important that you return the ORIGINAL completed and signed Deed of Participation together with its relevant Execution page AS SOON AS POSSIBLE after, if not at the same time as, the commencement date of your MetLife Registered Group Life policy. In order for the assignment of the policy benefits to the MetLife Master Trust to be legally valid, the original MUST be returned so the trustee of the MetLife Master Trust can also sign and then execute the Deed. A copy, scanned or otherwise is NOT acceptable for the Deed to be legally valid.

This must be done in order that the trustee of the MetLife Master Trust can receive and pay policy benefits to the appropriate beneficiaries, and so that HMRC will regard the policy benefits as being eligible for the relevant tax relief, subject to the individual member's Lifetime Allowance. If this is not done, your MetLife Registered Group Life policy may be terminated and any policy benefits payable may be subject to inheritance tax and / or income tax.

Products and services are offered by MetLife Europe d.a.c. which is an affiliate of MetLife, Inc. and operates under the "MetLife" brand.

MetLife Europe d.a.c. is a private company limited by shares and is registered in Ireland under company number 415123. Registered office at 20 on Hatch, Lower Hatch Street, Dublin 2, Ireland. UK branch office at One Canada Square, Canary Wharf, London E14 5AA. Branch registration number: BR008866. MetLife Europe d.a.c. (trading as MetLife) is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA). Details about the extent of our regulation by the FCA and PRA are available from us on request. www.metlife.co.uk

EXECUTION OF THE PARTICIPATION DEED

It is important that the Deed of Participation is completed correctly otherwise it will not be legally valid following its execution by both parties to it. The execution page forms an integral part of the Deed. Please note that in the event of the MetLife Registered Group Life policy being cancelled by MetLife or the policyholder, this will result in the automatic removal of the policyholder from the MetLife Master Trust. **You may want to consider obtaining independent and specific legal advice as to the execution of the Deed; the formality of how to execute will depend upon how your organisation was set up. MetLife cannot give legal advice in connection with the execution of the deed and will not be responsible for any legal fees, costs or expenses that you may incur.**

1. Complete the text fields on page 3 of this document then print off the page (the recitals and operative provisions of the Deed of Participation):
 - a. Registered name of entity;
 - b. Registered address; and
 - c. Policy number (of the MetLife Registered Group Life policy)
2. Complete the relevant text fields and / or print off the page relevant for the type of entity (or organisation) acting as policyholder of the MetLife Registered Group Life policy (the execution page) and ensure that the execution page is appropriate to the set-up of, and the signatory's(ies') authorisation to execute on behalf of, your particular entity or organisation:

Type of entity	Page to print
1. Limited company or unlimited	4, 5 or 6 (see note 3 below)
2. Partnership	7
3. Limited Liability Partnership (LLP)	8
4. Sole trader	9
5. Incorporated charity	10
6. Industrial and Provident Society	11

3. A company can execute a deed in a number of ways depending upon how it is set up. The methods of execution on behalf of a company can be:
 - i. Two directors (see page 4);
 - ii. One director and the company secretary (see page 4);
 - iii. One (sole) director in the presence of a witness, who should be identified as a witness (see page 5);
or
 - iv. One director and the company secretary (or two directors) with the company seal attached (see page 6).
4. If the relevant text fields have not already been completed, please complete the boxes by hand & sign the execution page as indicated by the boxes. **PLEASE DO NOT DATE THE DEED.**
5. Return the original completed and signed Deed of Participation to MetLife, Invicta House, Trafalgar Place, Brighton BN1 4FR.
6. MetLife will then send the original signed Deed of Participation to the trustee of the MetLife Master Trust in order for the Deed to be fully executed. You will not need to do anything further in respect of the MetLife Master Trust. The participating employer will be sent a copy of the fully executed Deed of Participation.
7. In the event you wish to leave the MetLife Master Trust, but still keep the MetLife Registered Group Life policy on-risk, please contact MetLife for a Deed of Revocation of Assignment, which must be completed, signed & executed in order for the policy benefits to be 'unassigned' from the MetLife Master Trust, enabling them to then be assigned to an alternative trust.

DEED OF PARTICIPATION

(TO BE DATED BY THE TRUSTEE)

THIS DEED is made the _____ day of _____ 201_____
(trustee completes) (trustee completes) (trustee completes)

BETWEEN:

(1) _____ of _____

(insert registered name above)

(the "Participating Employer");

(insert registered address above)

(the Registered Address of the "Participating Employer")

and

(2) IRWIN MITCHELL TRUSTEES LIMITED, a company incorporated in England and Wales whose registered office address is Riverside East, 2 Millsands, Sheffield, South Yorkshire S3 8DT (the "Trustee")

SUPPLEMENTAL to a trust deed dated 14 March 2013 and made between MetLife Europe d.a.c. (the "Sponsor") and the Trustee (the "Trust Deed") established for the purpose of providing benefits on the death of employees of Participating Employers (as defined in the Trust Deed) known as the MetLife Group Life Master Trust.

RECITALS

- (A) The Participating Employer is the policyholder of a group life assurance policy issued by MetLife Europe d.a.c. securing benefits with policy number (insert policy number) (the 'Policy', which expression where the context admits, shall include all money assured by or to become payable by virtue of the Policy and all benefits, privileges or advantages attaching to it).
- (B) The Trustee is the present trustee of the MetLife Group Life Master Trust.
- (C) The Participating Employer wishes to revocably assign the benefit of the Policy to the Trustee so that the Participating Employer will remain as the Policyholder of the Policy and all lump sum benefits under the Policy will be payable to the Trustee to hold on the terms of the MetLife Group Life Master Trust.

OPERATIVE PROVISIONS

1 Assignment

The Participating Employer hereby revocably assigns the benefit of the Policy to the Trustee to hold upon the trusts and with and subject to the powers and provisions contained in the MetLife Group Life Master Trust as an addition to the Scheme Assets, as defined in the Trust Deed.

2 Obligations of the Participating Employer

- 2.1 The Participating Employer hereby covenants with the Trustee that the Policy is now valid and in full force.
- 2.2 The Participating Employer shall pay all premiums due under the Policy but shall not be under any obligation to keep up the Policy or to reinstate the Policy if it shall become void for any reason and shall have no right to reimbursement or lien over the Policy in respect of any premium or premiums paid by the Participating Employer.
- 2.3 The Participating Employer agrees that if it receives written notification from MetLife Europe d.a.c. or from the Trustee that the MetLife Group Life Master Trust is to be terminated that it will notify its employees of the termination within one month of receipt of such written notification

3 Participation in the Scheme

- 3.1 The Participating Employer hereby confirms its request to become a participating employer of the Scheme and agrees to abide with the rules and provisions thereof.
- 3.2 On receipt of this executed deed, the Sponsor shall admit the Participating Employer as a participating employer of the Scheme under Rule 12 of the Trust Deed and Rules and subject to the conditions therein.

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this deed.

Executed as a deed by _____ acting by _____, a director and
insert name of participating employer insert name of first director

_____, a director **OR** its secretary
insert name of second director or secretary

.....
(signature of first director)

Director

.....
(signature of second director or secretary)

Director **OR** Secretary

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by _____,
insert name of authorised signatory

an authorised signatory in the presence of _____, a witness
insert name of witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....

.....

.....
(address of witness)

.....
(occupation of witness)

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this deed.

Executed as a deed by _____ acting by _____, sole director
insert name of participating employer insert name of sole director

.....
(signature of director)

Director

in the presence of _____, a witness
insert name of witness

.....
(signature of witness)

Witness

.....

.....

.....
(address of witness)

.....
(occupation of witness)

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by _____,
insert name of authorised signatory

an authorised signatory in the presence of _____, a witness
insert name of witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....

.....

.....
(address of witness)

.....
(occupation of witness)

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this deed.

Executed as a deed by affixing the common seal of

in the presence of:

[AFFIX COMMON SEAL]

(insert name of participating employer)

.....
(signature of first director)

Director

.....
(signature of second director or secretary)

Director **OR** Secretary

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by

insert name of authorised signatory ,

an authorised signatory in the presence of

insert name of witness

, a witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....
.....

.....
(address of witness)

.....
(occupation of witness)

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this deed.

EXECUTED as a deed by
insert name of partner

for and on behalf of the partners in the firm of
insert name of partnership

under a power of attorney dated
insert date

.....
(signature of partner)

as attorney for the partners in

.....
(insert name of partnership)

in the presence of:

.....
(signature of witness)

Witness

.....
(name of witness)

.....

.....

.....
(address of witness)

.....
(occupation of witness)

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by
insert name of authorised signatory ,

an authorised signatory in the presence of
insert name of witness , a witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....

.....

.....
(address of witness)

.....
(occupation of witness)

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this deed.

EXECUTED as a deed by _____ acting by _____, member and
insert name of LLP insert name of member

_____, member
insert name of member

.....
(signature of member)

Member

.....
(signature of member)

Member

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by _____,
insert name of authorised signatory

an authorised signatory in the presence of _____, a witness
insert name of witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....

.....

.....
(address of witness)

.....
(occupation of witness)

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this deed.

EXECUTED as a deed by _____ trading as _____
insert name of sole trader insert trading name

.....
(signature of sole trader)

In the presence of _____, a witness
insert name of witness

.....
(signature of witness)

Witness

.....
.....
.....
(address of witness)
.....
(occupation of witness)

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by _____,
insert name of authorised signatory

an authorised signatory in the presence of _____, a witness
insert name of witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....
.....
.....
(address of witness)
.....
(occupation of witness)

EXECUTED as a deed on behalf of the _____ by _____ and _____
insert name of incorporated charity insert name of charity trustee
being a majority of the incorporated charity trustees of that body under the provisions
of _____
insert name of charity trustee
section 260(3)(a) of the Charities Act 2011.

.....
(signature of charity trustee)

.....
(signature of charity trustee)

Incorporated trustees

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by _____,
insert name of authorised signatory
an authorised signatory in the presence of _____, a witness
insert name of witness

.....
(signature of authorised signatory)

Authorised Signatory

.....
(signature of witness)

Witness

.....

.....

.....
(address of witness)

.....
(occupation of witness)

EXECUTED as a deed for and on behalf of the _____ by
insert Industrial and Provident Society's name

under its common seal.

insert name of signatory

[AFFIX COMMON SEAL]

Signed

Office holding in the Industrial and Provident Society of signatory

.....

Signed by

.....

(signature of trustee)

.....

(print name of trustee)

Witness

.....

(name of witness)

.....

.....

.....

(address of witness)

.....

(occupation of witness)

(PLEASE LEAVE BLANK – IRWIN MITCHELL COMPLETES ON RECEIPT)

Executed as a deed by IRWIN MITCHELL TRUSTEES LIMITED acting by _____,
insert name of authorised signatory

an authorised signatory in the presence of _____, a witness

insert name of witness

.....

(signature of authorised signatory)

Authorised Signatory

.....

(signature of witness)

Witness

.....

.....

.....

(address of witness)

.....

(occupation of witness)