Discretionary gift trust

Adviser's guide

Adviser's guide to the discretionary gift trust

This guide is for use by financial advisers only. It is not intended for onward transmission to a private customer and should not be relied on by any other person.

In this document, the term 'spouse' includes a reference to a registered civil partner under the Civil Partnership Act 2004.

Where we refer to Countrywide Assured plc ("Countrywide Assured") in this document, this includes CASFS Ltd ("CASFS") where appropriate.

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Section 1: Objectives and suitability of the discretionary gift trust

The purpose of the discretionary gift trust (the 'trust') is to facilitate effective lifetime inheritance tax (IHT) planning for an investor by using a Countrywide Assured single-premium life assurance policy or other policy of assurance.

Any of the bonds currently available from Countrywide Assured are suitable for this purpose. The policies are taxed in the same way and offer similar withdrawal facilities (please refer to the relevant brochures and technical guides for further details).

For adviser fees arranged from 31 December 2012, where a new bond is to be made subject to a trust, any initial adviser fees should be taken prior to investment in the bond to maximise the availability of the 5% tax-deferred withdrawal allowance.

The trust may also be used with existing Countrywide Assured Offshore Bonds, which are provided by Royal London 360 Insurance Company Limited.

The trust can be used in connection with new and existing Countrywide Assured life assurance policies. The investor (known as the 'settlor') either makes a gift of an existing policy or gifts the funds to invest in a new policy.

Whether an existing policy is made subject to trust or a new policy is issued in trust from outset, the gift is a chargeable lifetime transfer for IHT purposes. This is to the extent that the amount invested (or the value of the existing policy) exceeds the settlor's available £3,000 annual exemption(s) (or £6,000 if the previous year's allowance hasn't been used). However, if the value of the gift – less any annual exemption(s) – plus the value of all chargeable transfers made by the same settlor in the seven preceding years does not exceed the settlor's nil rate band for IHT purposes (currently £325,000), there is no immediate liability to tax. If the nil rate band is exceeded, there is a liability to IHT at 20% on the amount of the gift that exceeds the nil rate band. If the settlor pays the tax, the effective IHT liability is 25%.

It is generally recommended that gifts are not made during lifetime in excess of the nil-rate band to avoid giving rise to a lifetime IHT liability.

If the settlor dies within seven years of making the gift, any tax liability incurred when the trust was created needs to be recalculated at death rates but taking account of any taper relief due (see section 5 for a full explanation).

To ensure that the trust is effective for IHT purposes, the settlor cannot benefit under the trust in any circumstances.

Full details of the UK taxation implications of the trust can be found in section 5.

As well as providing important tax benefits, because the policy is held subject to the trust it is not an asset of the settlor's estate for probate purposes.

The trust can be used regardless of whether the policy is owned or is applied for by one or two individuals. The person creating the trust is known as the settlor and where two persons own a policy or are effecting a policy that is being placed in trust, they are joint settlors.

Should the settlor be the sole life assured under the policy, the policy is automatically encashed on his or her death. To avoid this automatic encashment, it is recommended that any new policy that is placed in trust is effected on the lives of two or more persons (for example, the settlor, his or her spouse and/or children on a last survivor basis). This can provide greater flexibility in the timing of the final encashment of the policy, and can avoid encashment at a time that is unsuitable for either investment or tax reasons.

Section 2: Inheritance tax planning

As stated above, to ensure that the settlor makes an effective gift for IHT purposes, he or she must not retain any benefit (actual or prospective) under the trust. As a result, the settlor is excluded from all benefit under the discretionary gift trust. However, the settlor can retain considerable legal control over who benefits from the trust fund during his or her lifetime. This is because, as well as being one of the trustees, the settlor is also the appointor under the trust. This means that he or she (or they) has the power to appoint the benefits from the trust among any of the discretionary beneficiaries specified in the trust. After the settlor's death, the power of appointment passes to the trustees.

The retention of the power of appointment by the settlor does not give rise to a gift with reservation because the settlor cannot exercise the power in his or her own favour.

Where the trust is declared by one settlor, the inclusion of the settlor's spouse as one of the discretionary beneficiaries does not constitute a gift with reservation. However, if any benefits are actually paid to the settlor's spouse during the lifetime of the settlor, extreme care must be exercised.

Should the settlor exercise the power of appointment in favour of his or her spouse, who is one of the discretionary beneficiaries under the trust, and trust benefits are paid out to the settlor's spouse, it is essential that no part of these benefits finds its way back to the settlor. If this happens, the trust could be seen as one under which the settlor reserves a benefit and, because of the gift with reservation rules, the trust may be seen as ineffective for IHT purposes. Of course, in a joint settlor case (where both spouses are the settlors) such an appointment to a spouse is not possible, as both the settlors are excluded from all benefit under the trust.

An appointment to the settlor's spouse during the settlor's lifetime should therefore be approached with extreme caution.

However, no such problems arise on appointments to the settlor's spouse by the trustees after the settlor's death.

As the trust is a discretionary trust, no beneficiary is entitled to any benefits until the appointor makes an appointment in his or her favour. Before the provisions of the Finance Act 2006 were introduced, where the investor wished to make a gift of an investment, a typical trust used with a life assurance policy was a flexible interest in possession trust.

This was popular because gifts to such trusts (to the extent that they were not exempt) were treated as potentially exempt transfers (PETs). This meant that a potential IHT liability could only arise if the settlor died within seven years of making the gift. Since 22 March 2006, the scope for making PETs has been severely restricted so that only outright gifts to other individuals or gifts to absolute trusts and trusts for the disabled qualify as PETs. All other gifts to trusts are chargeable lifetime transfers.

A discretionary trust could be suitable where the settlor is not prepared to commit to a gift to any particular named beneficiary, and wishes to retain flexibility over who will ultimately benefit from the trust. The 'price' to pay for this flexibility is that special IHT charging rules – known as the settlement provisions (see section 5) – can apply. However, no actual charge to IHT arises when the trust is established, provided the gift to the trust does not cause the settlor (or settlors) to exceed his or her (or their) then available nil-rate band(s). Charges can also arise on the trust fund every 10 years (periodic charges) and when property leaves the trust (exit charges). However, even if a charge does arise, it should not be substantial. These charges are explained in detail in section 5.

When an investor requires some beneficial access to the policy, the discretionary gift trust should not be used as under this trust, as explained above, the settlor is excluded from all benefit.

For detailed consideration of the IHT implications of the trust see section 5.

Section 3: Probate

To ensure that there is no need to include the policy as part of the settlor's assets for UK or Isle of Man probate purposes on death, the legal ownership of the policy must be with a person or persons other than the settlor at that time. This is achieved by having the legal ownership of the policy vested in trustees. However, this benefit is only secured if there is at least one trustee who survives the settlor, because otherwise probate is necessary on the last trustee's estate to determine the continuing trustees (see below).

Under the trust, the settlor is automatically one of the trustees and further trustees should be appointed at outset using a separate deed of appointment. Countrywide Assured can supply a specimen deed for this purpose. If any of the additional trustees retires or dies before the settlor, a replacement trustee or trustees should be appointed.

If no additional trustees have been appointed, or if they have been appointed and subsequently resigned, died or were removed, there is no surviving trustee on the death of the settlor because the settlor was the only trustee at the time of his or her death. In these circumstances, the trust nevertheless continues to exist but with the personal representatives of the deceased settlor assuming the role of trustee under the trust.

This means that although the policy is not part of the settlor's estate for IHT or probate purposes, it is necessary to secure probate or letters of administration to the settlor's estate to ensure that the personal representatives can act as trustee under the trust. It is very important that additional trustees are appointed who are likely to survive the settlor to ensure that on the settlor's death there are no delays in being able to deal with the policy.

Section 4: The trust provisions in detail

Under the trust, the appointor is the settlor during his or her lifetime and the trustees after the settlor's death. The trust gives the appointor power to appoint benefits under the trust among a wide class of beneficiaries (called discretionary beneficiaries) which, in the case of single settlor trusts, includes the settlor's spouse. No beneficiary is entitled to any benefit until the trustees decide.

The ultimate default beneficiary(ies) named in the trust will benefit in the unlikely event that no other appointment has been made by the end of the trust period. The fact that the trust is discretionary means that the trust assets are not in the estate of any beneficiary for IHT purposes.

The following is a summary of the key provisions as they appear in the specimen discretionary gift trust.

Section 1 – Declaration

The trust offers alternative provisions depending on whether a new policy is effected or an existing policy is made subject to trust.

Section 2 – Policy subject to trust

The initial trust property (the policy) is specified in the trust document.

Section 3 – Definitions

In this part, the terms used throughout the trust are defined to avoid repetition. The most important definitions are those of the 'discretionary beneficiaries' and the 'default beneficiaries'.

Discretionary beneficiaries: those persons to whom the appointor may appoint benefits either revocably or irrevocably by execution of an appropriate deed of appointment of benefits. The appointor is the settlor during his or her (or their) lifetime and thereafter the trustees. The discretionary beneficiaries include the spouse (except where the spouse is a joint settlor), widow or widower of the settlor, the children and the remoter issue of the settlor, their spouses, the brothers and sisters of the settlor and their issue, anybody who would benefit from the estate of the settlor on his or her death as well as any person nominated in writing to the trustees by the settlor or any charity. The class of discretionary beneficiaries is therefore very wide and can be added to by the settlor by providing written notification to the trustees. However, the settlor himself or herself cannot be added to the class at any time, as otherwise a gift with reservation occurs.

Default beneficiary(ies): the individual(s) who benefit(s) in the unlikely event that the power of appointment is not exercised by the appointor by the end of the trust period (125 years from the time the trust is created). They are named by the settlor in the trust deed. At least one person must always be named and, if more than one is named, the shares in which they are to benefit must be stated. This is necessary to ensure that the trust has the desired tax consequences.

Section 4 – Principal trust terms

In this part, the power of appointment is defined as well as the default entitlement if the power of appointment is not exercised.

As mentioned above, the power to appoint capital and income under the trust is vested in the appointor – the settlor(s) during his or her (their) lifetime and thereafter the trustees. The power is exercisable at the appointor's discretion and includes the power to appoint further trusts in favour of the beneficiaries.

Where there are two settlors, the appointor is both settlors while alive and then the survivor of them. After the death of the settlor(s), the appointor is the trustees.

The trustees have power to accumulate any trust income throughout the trust period of 125 years. This accumulation period is restricted to 21 years where Scottish law applies.

If an appointment of all trust assets is not made by the end of the trust period, the default beneficiaries benefit. These are the people initially named by the settlor in the trust deed. However, it is unlikely that the trust fund will not be distributed within 125 years.

There is also a special provision dealing with any potential conflict of interest. In many cases, the trustees of the trust are family members who are also beneficiaries under

the trust. If the power of appointment is exercised by the trustees (after the death of one or both settlors), such trustees are often also the beneficiaries (for example, the spouse and/or children of a sole settlor). If an appointment of benefits is made in favour of a beneficiary who is also a trustee, suspicion of a conflict of interest could arise. For this reason, there is a provision in the trust which states that if a beneficiary is also one of the trustees, the trustees can only make an appointment in favour of that beneficiary if there is at least one other trustee who does not benefit directly or indirectly from the appointment being made.

The trustees have wide powers to advance capital from the trust fund to the beneficiaries and to make loans to beneficiaries. In particular, the power to lend may give rise to tax-planning opportunities where, after the settlor's death, the settlor's widow/er requires funds from the trust but there is a desire to reduce the potential IHT liability on his or her subsequent death. In such a case, the trustees can make an encashment or withdrawal from the policy (see section 5 for the tax consequences) and make an interest-free loan, repayable on demand, to the widow/er. Provided the loan is fully spent, his or her taxable estate does not increase, and because the loan is repayable on death, it effectively reduces the net estate of the borrower for IHT purposes. If the settlor's surviving spouse needs cash after the settlor's death, it may be appropriate to consider a loan.

However, care needs to be taken. If the surviving spouse has previously made lifetime gifts to the deceased settlor, this may affect the ability to make a deduction from the surviving spouse's taxable estate on his or her subsequent death.

Section 5 – Administrative powers of the trustees

The trustees also have wide administrative powers to deal with the policy and to reinvest the proceeds in any way they wish. They also have the power to borrow funds, make payments to parents or guardians of minor beneficiaries and delegate certain powers.

Section 6 – Appointment, dismissal, retirement and remuneration of trustees

The trust contains comprehensive provisions that regulate the activities and powers of the trustees.

The power to appoint new or additional trustees is vested in the appointor. The settlor also has power to dismiss any trustee provided at least one trustee, other than the settlor and a spouse of the settlor, remains after such dismissal. There is no power to dismiss a trustee after the death of the settlor, and it must be remembered that trustees must act unanimously under a trust subject to English law. There are also powers to deal with the retirement of trustees and corporate trustees.

Under the terms of the trust, trustees who act in their professional capacity are entitled to charge fees.

Section 7 – Further trust provisions

These deal with the trustees' duty of care and liability for loss to the trust fund.

The statutory duty of care contained in section 1 of the Trustee Act 2000 has been extended by the trust to apply to all functions of the trustees when the trust is governed by the law of England and Wales. This statutory duty of care is a duty to act with such care and skill as is reasonable in the circumstances having regard in particular to any special knowledge or experience that the trustee has or holds himself or herself out as having and, in the case of a trustee acting in a professional capacity (such as a solicitor, accountant, stockbroker or financial adviser), to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

The liability of individual trustees is limited so that they will not, generally, be held liable for any loss to the trust fund provided they act in good faith. Trustees who are paid for their services are also liable for their negligence.

Professional trustees are permitted by the trust deed to charge normal professional fees. The trustees are permitted to take part in transactions and trustees' decisions in which they have a personal interest.

Section 8 – Proper law

The settlor may choose whether the trust is to be governed by the law of England and Wales, Scotland or Northern Ireland. This choice will normally be determined by the settlor's domicile (where his or her permanent home is). This does not affect the beneficial provisions of the trust or the tax implications in the UK, but may be relevant to the settlor/trustees should they need to clarify any legal points in connection to the trust or if there is a dispute.

Section 5: UK tax implications

In the following, it is assumed that the settlor, the beneficiaries and the trustees of the trust are UK resident and domiciled. Special rules apply when this is not the case.

a. Establishment of the trust

i) For IHT purposes, a transfer of value (a gift) takes place at the time the trust is created and when further amounts are added to the trust.

ii) Where there are two settlors (such as a husband and wife), each is treated as making a gift in proportion to the amounts actually transferred by each of them. Gifts made from a joint bank account are normally treated as made on a 50/50 basis.

iii) When a new policy is made subject to trust, the value transferred is the amount of the first premium.

iv) When an existing policy is made subject to trust, the value of the gift is the value of the policy (or the initial premium paid, if greater, less any part surrenders less an allowance for any decrease in the value of units since allocation at inception of the policy). Other than this, the tax implications are as set out above for a new policy.

If the amount transferred exceeds the available annual exemption(s), currently £3,000 for each settlor (£6,000 maximum for each settlor if the exemption for the previous tax year has not been used), it is a chargeable lifetime transfer. This means that a potential liability at 20% may immediately arise if the value of the gift – less any annual exemption(s) – plus the value of all other chargeable lifetime transfers made by the settlor in the previous seven years exceeds the nil rate band. The 20% IHT charge applies to the excess over the nil rate band. If the settlor is to pay the IHT, this means that the gift needs to be 'grossed up' so that the actual amount of the loss to the estate on which tax is payable takes account of the tax payment.

Example

George invests £330,000 in a policy subject to a discretionary gift trust. He has made no chargeable lifetime transfers in the previous seven years and his annual exemptions have been used elsewhere. Either the trustees can pay IHT of £1,000 –20% of £5,000 (£330,000 less £325,000) – or George can pay IHT of £1,250 –20% of £6,250 (£331,250 less £325,000).

A further tax liability on the gift could arise if the settlor dies within seven years of making the gift. In these circumstances, IHT is calculated at death rates using the value of the gift when made. The IHT liability can be reduced by any taper relief (if the settlor survives the gift by three years), and tax originally paid on the lifetime gift can be deducted. Tax paid when the gift was made, however, cannot be recovered. On the settlor's death within seven years of making the gift, the full value of the gift when made is taken into account when determining the IHT liability on the settlor's estate.

HM Revenue & Customs (HMRC) sets limits for reporting lifetime chargeable transfers.

Where the settlor gifts cash to the trustees to invest in a new policy, the transfer is excepted (there is no reporting requirement) where the cumulative total of the chargeable transfers made by the settlor in the last seven years (including the current transfer) does not exceed the nil rate band (currently £325,000).

Where an existing policy is made subject to trust, the transfer is excepted where the value of the current transfer plus the cumulative total of the chargeable transfers made by the settlor in the previous seven years does not exceed 80% of the nil rate band (£260,000).

Gifts which are not excepted must be reported to HMRC using forms IHT100 and 100a. In addition, it is necessary to complete form D34, as a life assurance policy or payment of a premium to a life assurance policy is involved.

Spousal planning

It is not advisable for each of a married couple (or registered civil partners) to set up separate discretionary gift trust arrangements at the same time. This is because HMRC may argue that if the two arrangements are effected simultaneously or in contemplation of each other, they are associated and effectively, if merged, would constitute a gift with reservation. This would be the case if spouse 1 invests with spouse 2 as a discretionary beneficiary on condition that spouse 2 invests with spouse 1 as a discretionary beneficiary.

b. Additional investments

If any additional investments are made by the settlor by adding to the trust fund, and these are not covered by the annual exemption(s), the amount invested is treated as a further chargeable lifetime transfer with the IHT implications explained above. Additional investments into the trust can also have an impact on the periodic and exit charges (see below).

c. IHT while the trust is in existence

As this is a discretionary trust, special IHT charging rules apply. Under these rules there may be IHT charges:

- on every 10-year anniversary of the trust (the periodic charge); or
- whenever property leaves the trust, such as when capital is advanced to a beneficiary or an absolute appointment of benefits is made (the exit charge).

i) The periodic charge

The trust fund is subject to periodic charges on every 10-year anniversary. The rate of IHT charged is determined by assuming a transfer is being made by an assumed transferor. This means that it is broadly necessary to take account of:

- the value of the property in the trust on the 10-year anniversary, the value of certain additions made to the trust and the value, when they were set up, of any other trusts created on the same day (the assumed transfer); and
- the settlor's cumulative total of transfers made in the seven years immediately preceding the creation of the trust (assuming there has been no added property), the value of property added to other trusts on the same day the trust in question was funded, and any sums paid out of the trust in the 10 years prior to the anniversary (the cumulative total of the assumed transfer).

From the tax calculated based on these assumptions, an effective rate of tax is established. The maximum rate is 20%, and 30% of this effective rate is the rate applied to the value of the trust property. The maximum liability is therefore 6% (30% of 20%) of the value of the trust property over the available nil-rate band, but frequently it will be much lower or even nil. Each case will, of course, depend on its own facts.

In cases where the settlor has not made any chargeable transfers in the seven years before he or she created the trust, no payments have been made out of the trust in the last 10 years and there has been no added property, there is no IHT liability provided the value of the trust property at the time of the periodic charge does not exceed the nil rate band applicable at the 10-year anniversary. Any excess over the then nil-rate band suffers IHT at an effective rate of 6%.

Example

George creates a discretionary gift trust in May 2007 by investing £300,000 in a policy. He has made no chargeable transfers in the previous seven years. No payments are made out of the trust in the first 10 years. In May 2017, the trust fund (the policy) is worth £450,000 and the nil-rate band is £325,000. The IHT charge is £7,500 (£125,000 at 6%), which equates to 1.66% of the total value of the fund.

If all of the trust fund is distributed before the tenth anniversary, it is often the case that no tax charge arises (see the next section). If assets remain in the trust after a distribution, or if further assets are added to the trust, the trustees should seek specialist tax advice.

ii) The exit charge

Exit charges are based on the value of property leaving the trust or being absolutely appointed to a beneficiary.

Exit charges in the first 10 years

Exit charges within the first 10 years are nil if the value of the initial chargeable lifetime transfer into the trust (including the cumulative total of the settlor's chargeable transfers in the seven years prior to creating the trust and the value of any added property) is below the available nil-rate band at the time of the exit. This means that if the available nil-rate band when the trust is created is not exceeded, it is very unlikely that there will be an exit charge. If an exit charge does arise, it increases according to the number of quarters (three-month periods) that have expired since the trust was created.

Exit charges after the first 10 years

The amount of any exit charge occurring after the first 10 years depends on the rate of tax charged at the last 10-year anniversary (if any) and the length of time (in quarter years) that the property has been in the trust since the last periodic charge. If there was no charge at the previous 10-year anniversary, there will be no exit charge in the following 10 years.

Example

In May 2023, six years since the first 10-year anniversary (when a 1.66% IHT rate was charged), the trustees of George's trust make a part encashment of the policy and pay £50,000 to a beneficiary. The IHT charge is £498 – (£50,000 at 1.66%) 24/40.

Where an exit charge is calculated following a periodic charge, the rate of IHT that is charged must be updated to reflect any increases to the nil-rate band.

Exit charges should not arise on loans made by the trustees to beneficiaries.

Certain transactions, such as the value of the trust property on 10-year anniversaries and capital payments to the beneficiaries, also have to be reported to HMRC on forms 100c and 100d (and form D34 where a life assurance policy is involved), even if no actual tax liability arises.

If there are joint settlors who have contributed equally, the trust is effectively treated as two separate trusts, each settled by one settlor, for all IHT purposes. IHT calculations are then applied to each of the settlements. Provided each settlor originally contributed equally to the trust, the trust fund would effectively be divided into two for the purposes of calculating the 10-year periodic charge and any exit charge.

d. Payment of benefits

Any payment from a policy within the cumulative 5% allowance (where the policy is and always has been the sole asset of the trust) should not give rise to any income tax or capital gains tax liability. The IHT implications on such payments are explained as for exit charges in clause c above. Chargeable event gains on encashment of the policy to fund such payments are dealt with in clause f below. It is, however, recommended that any such payments should not be made on a regular basis, nor should they be of regular amounts to avoid any (albeit remote) possibility of an argument that the payments of capital have acquired the character of income, which could have potentially unwanted income tax consequences.

e. Death of the settlor

i) On the death of the settlor (or, where relevant, either of the settlors), the value of the policy is outside of the settlor's estate for IHT purposes.

ii) If the settlor dies within seven years of establishing the trust, any liability to IHT on the chargeable transfer made when the trust was set up needs to be recalculated at death rates (see clause a above). If the gift was within the settlor's available nil-rate band, there is no IHT payable on the gift itself, but the nil rate band available to the estate of the settlor is correspondingly reduced. If the nil-rate band was exceeded by the gift itself, so that IHT was paid at that time, IHT taper relief may be available if death occurs more than three years after the establishment of the trust.

iii) The policy is held by the trustees. If the policy is encashed, the IHT implications of the payment of benefits to beneficiaries are as explained in clause c and d above.

f. Chargeable event gains made under the policy

Any chargeable event gains arising from an encashment or a part surrender of the policy held in trust are, during the settlor's lifetime and in the tax year of the settlor's death, assessed to tax on the settlor provided he or she is UK resident. This is so, notwithstanding the fact that the settlor cannot benefit under the trust. However, where the settlor does incur a tax liability following a chargeable event, he or she can recover the tax from the trustees and this does not give rise to a reservation of benefit for IHT purposes.

In any tax year following that in which the settlor's death occurs (or if the chargeable event gain arises while the settlor is non-UK resident), any chargeable event gains are assessed on UK resident trustees at the special rate of 45%. However, for UK life assurance policies, the trustees are entitled to a lower rate tax credit, so only pay tax on the gain at the rate of 45% less the lower (20%) rate tax. This means the rate of tax payable by the trustees is an additional 25% on a UK policy. To the extent that chargeable event gains fall within the £1,000 standard rate tax band (which is available to the trustees following the settlor's death), there is no additional charge to tax under a UK policy.

For offshore bonds, any gains that fall within the standard rate tax band are taxed at 20%; any gains that fall outside the standard rate tax band are taxed at 45%.

If the settlor is dead and the trustees are not UK resident, there are special provisions for charging tax on UK ordinarily resident beneficiaries when they receive benefits from the trust. The method of calculating gains and the tax assessment is different, and so in such circumstances professional advice must be sought by the trustees and/ or the beneficiaries. In all other respects, the taxation of the policy is the same as that for any other life assurance policy held directly by an investor (for full details see the appropriate key features document). In particular, the trustees can also take partial withdrawals within the cumulative 5% annual allowances without incurring an immediate tax charge.

Where the trustees have agreed that ongoing or ad hoc adviser fees be paid from the bond, such Adviser Fees will count towards the 5% allowance.

This guide is based on Countrywide Assured's current understanding of UK law and HMRC practice, both of which are likely to change in the future. While every care has been taken as to the accuracy of this guide, neither Countrywide Assured nor its representatives accept responsibility for any loss, however caused, suffered by any person who has acted or refrained from acting, as a result of material published in or in conjunction with this guide. Potential investors are strongly recommended to take independent professional advice relevant to their own circumstances before proceeding with the arrangement.

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