



# PRE-PAID PROBATE TERMS AND CONDITIONS

*These are the terms and conditions under which we agree to provide you with a Prepaid Probate Plan and you agree to accept our service.*

# SECTION 1

## DEFINITIONS

*We use the following definitions in your Probate Plan and its accompanying literature:*

|  |   |
|--|---|
| <b>"Amount Payable"</b>                    | the total sum payable for your Probate Plan (excluding additional sums payable as referred to in Section 7);  |
| <b>"Application"</b>                       | a signed copy of our Terms and Conditions;  |
| <b>"Beneficiaries"</b>                     | your beneficiaries under your Will;   |
| <b>"Deferred Charge Rate"</b>              | the rate applicable to the Deferred Plan being 2% + inflation, per annum, compounded from the date the plan commenced up until the time the outstanding amount is paid. The indicator used for inflation will be Consumer Price Index;  |
| <b>"Deferred Plan"</b>                     | a Probate Plan in which you pay a minimum £100 deposit, with the outstanding balance being paid either by monthly or lump sum payments before death or to be paid from your estate;   |
| <b>"Early repayment"</b>                   | paying your Probate Plan price before the due date;   |
| <b>"Family Member"</b>                     | any person who is your spouse, civil partner, parent, grandparent, sibling, aunt, uncle, nephew, niece, child, grandchild or stepchild or in an enduring relationship with you or any relative of such a person, whether or not they reside with you or at another address within the United Kingdom; |
| <b>"First death"</b>                       | the first person to pass away listed on a joint plan;   |
| <b>"Fully Paid Plan"</b>                   | a Probate Plan which is 100% paid at the outset;  |
| <b>"Guarantee"</b>                         | the guarantee to provide your Probate Services given by the Selected Probate Service Provider;  |
| <b>"Probate Plan"</b>                      | the prepaid probate and estate administration services offered being either a Fully Paid Plan or a Deferred Plan whether on a single or joint basis and the terms on which they are to be provided as set out in these Terms and Conditions;  |
| <b>"Probate Plan Certificate"</b>          | the document giving details of your Probate Plan given to you as referred to in Section 2 "Estate" your next of kin, executors, trustees and/or your Representative who are legally authorised to act for you after your death;   |
| <b>"Probate Service Provider"</b>          | the company we have allocated to act on your behalf to fulfil obtaining the grant of probate on your behalf and conducting the estate administration;   |
| <b>"Probate Service Provider's Costs"</b>  | the Selected Probate Service Provider's fees and costs for your Probate and estate administration (but excluding Third Party Costs);  |
| <b>"Probate Services"</b>                  | the services to be provided in connection with your probate arrangements which will be provided by the selected Probate Service Provider;   |
| <b>"Representative"</b>                    | any authorised third party offering our Probate Plan;   |
| <b>"Restriction"</b>                       | the charge that is registered at Land Registry against your residential property or other property as agreed;   |
| <b>"Second Death"</b>                      | the second person to pass away listed on a joint plan;  |
| <b>"Selected Probate Service Provider"</b> | the Probate Service Provider selected by you or by us to provide the Probate Services;  |
| <b>"Single Payment"</b>                    | where you are paying for your Probate Plan by one lump sum, the amount specified in these Terms and Conditions;   |
| <b>"Terms and Conditions"</b>              | the terms and conditions set out herein;  |

|                            |  |
|----------------------------|--|
| <b>"Third Party Costs"</b> | those costs and fees in respect of Probate Services to be paid by the Selected Probate Service Provider to third parties (i.e. anyone except us or the Selected Probate Service Provider); |
| <b>"Trust"</b>             | the nominated regulated trust where We will place your money until the probate needs to be executed, where the trustees are Brownlow Fiduciary Ltd;  |
| <b>"We" or "us"</b>        | Prepaid Probate Limited; and   |
| <b>"You"</b>               | the person to whom Probate Services are to be provided under the Probate Plan (whether purchased by you or by another person on your behalf)   |

## SECTION 2

### KEY FEATURES

- 2.1** The types of Probate Plan that are available and the terms that apply to them are set out below. A Probate Plan is not available to you if you normally reside outside the United Kingdom.
- 2.2** Payment is required in full on acceptance of your Application. This is payment of the full amount by a Single Payment.
- 2.3** You make your payment to our nominated regulated Trust and funds are held by them, in trust, ready for payment to the Probate Service Provider or probate practitioner appointed to provide your probate services.
- 2.4** There are no age or health restrictions: your Probate Plan becomes effective following payment in full.
- 2.5** Once your Application is accepted and the Amount Payable, as agreed, has been received, we will send you or your Representative a Probate Plan Certificate.
- 2.6** Your cancellation rights and rights to a refund are set out in Section 7 below.

## SECTION 3

### PAYMENT

- 3.1** You may choose to pay by an approved debit or credit card. Alternatively, payments may be paid by cheque or bank transfer made payable to made payable to our Trust.
- 3.2** From the plan cost paid to the Trust we will invoice the Trust our marketing and administration expenses and the remainder will be held in trust by the Trust. The Trust will charge the trust a set up administration charge and annual management charges for running the Trust and investing the funds. The balance will be retained by the Trust and used to pay for your Probate Services and for other authorised purposes. In addition to the foregoing, the Trust is authorised to make payments;
  - 3.2.1** in respect of refunds due to overpayment or cancellation; and
  - 3.2.2** to the Probate Service Provider or Probate Practitioner so that they can carry out the Probate services.
- 3.3** If you have paid for a joint Probate Plan and you become separated or divorced from your partner, the Probate Service Provider reserves the right to charge an additional fee to produce two separate Probate Plan Certificates. Upon this event, both parties will be charged the additional proportionate cost as if two separate plans had been purchased from the outset.

## SECTION 4

### WHAT IS COVERED BY YOUR PROBATE PLAN?

- 4.1** Subject to the sections 5 and the plan features set out in section 10, your Probate Plan will include:
- 4.1.1** identifying, valuing and managing your assets;
  - 4.1.2** preparing the necessary documentation for the application for probate (or confirmation in Scotland);
  - 4.1.3** applying and obtaining the appropriate Probate or Confirmation from the courts;
  - 4.1.4** ensuring the accurate distribution of your estate;
  - 4.1.5** corresponding with HMRC to complete Income Tax, Inheritance Tax and Capital Gains Tax returns and making any necessary corrections that are required, including arranging for any Nil Rate Band Allowance to be transferred;
  - 4.1.6** identifying any relevant reliefs or exemptions to the estate before calculating any tax owed;
  - 4.1.7** liaising with the appropriate organisations, financial institutions and beneficiaries of the estate throughout the process;
  - 4.1.8** ensuring any debts and liabilities are paid from the estate;
  - 4.1.9** preparing the accounts and distributing the estate to the beneficiaries;
  - 4.1.10** the cost of bankruptcy searches on beneficiaries; and
  - 4.1.11** organising the securing empty properties.

## SECTION 5

### WHAT IS NOT COVERED BY YOUR PROBATE PLAN?

- 5.1** Your Probate Plan may require your estate and or beneficiaries to pay additional fees as disbursements or professional fees for services required outside of but essential to the completion of your probate, some of which are, inter alia, set out below:
- 5.1.1** advertisement in both local paper or regional website and London Gazette (this is typically a cost of approximately £350);
  - 5.1.2** Third Party Costs incurred by your appointed Probate Service Provider or Probate provider at the time of your Probate;
  - 5.1.3** any fee payable by the courts (this is currently £155);
  - 5.1.4** any estate agency works for the sale of a property or conveyancing cost of the transfer;
  - 5.1.5** any fees or disbursements for dealing with assets outside of England and Wales;
  - 5.1.6** tracing missing or unknown beneficiaries;
  - 5.1.7** managing any disputes or claims against the estate which would need to be passed to a litigator;
  - 5.1.8** business or farming advice;
  - 5.1.9** the beneficiaries' personal taxation
  - 5.1.10** financial advice on the suitability of the disposal of assets;
  - 5.1.11** dealing with any investigations by Government departments, such as HMRC or the benefits office.
  - 5.1.12** ongoing management of any trusts arising from the estate, including will trusts or beneficiaries of Trust assets; and
  - 5.1.13** preparing deeds if required by the court, on behalf of the beneficiaries.
  - 5.1.14** Professional valuations of assets

## SECTION 6

# SELECTED PROBATE FIRM AND YOUR PROBATE ARRANGEMENT

- 6.1** Appointment of selected Probate Service Provider: we will appoint the Selected Probate Service Provider to carry out your Probate Services. We will use reasonable efforts to ensure that the highest quality of service is provided by the selected Probate Service Provider.
- 6.2** Provision of Probate Services: we will ensure that the selected Probate Service Provider carries out your Probate Services in accordance with your Probate Plan.
- 6.3** Our responsibility will only be for selection of the Probate Service Provider. We will have no responsibility for any additional services, items, costs or disbursements. The Probate Service Provider shall be responsible for the provision of your Probate Services as specified in the Probate Plan.
- 6.4** These Terms and Conditions are accepted and approved by all our Probate Service Providers and they have agreed to operate under these terms.
- 6.5** You will provide all of the details of your estate that are requested by us or by the Probate Service Provider upon request and in any event within 12 months. This is critically important so you and your beneficiaries and nominated Probate Service Provider can organise all your affairs ahead of passing away.
- 6.6** You will amend your will to include Prepaid Probate Limited as an executor of your estate.

## SECTION 7

# YOUR RIGHT TO CANCEL AND REQUEST A REFUND

- 7.1** A refund of all of the sum paid will be made if notice of cancellation of your Probate Plan is received by us within 7 days of your payment in full.
- 7.2** If you cancel your plan after day 8 and before 60 days from the date of accepting these Terms and Conditions, a cancellation fee of £450 will be applied. If you have fully paid your plan, you will receive a full refund less this fee of £450. If you have purchased a deferred plan, this fee will become payable by you, less any deposit or payments received to date. Any amount due to us is payable within 14 days of cancellation.
- 7.3** If you cancel your plan after day 61 from the date of accepting these Terms and Conditions, a cancellation fee of 30% of your Probate Plan cost will be applied. If you have fully paid your plan, you will receive a full refund less this fee. If you have purchased a deferred plan, this fee will become payable by you, less any deposit or payments received to date. Any amount due to us is payable within 14 days of cancellation;
- 7.4** No Probate Plan may be cancelled after your death unless agreed in writing by us with your estate. If any person wishes, after your death, to have your probate arrangements carried out by someone instead of the appointed Probate Service Provider, unless otherwise agreed by us, they must pay for such probate arrangements themselves without reimbursement from Prepaid Probate Limited or the Trust.
- 7.5** We may cancel your Probate Plan and cease to act for you where there is good reason. Good reasons will include (but are not limited to):
  - 7.5.1** where a conflict of interest arises between the parties to the Probate Plan;
  - 7.5.2** if you fail to provide us or your appointed Representative with adequate instructions. If we cancel in the circumstances set out above you will receive immediate notice in writing. Subject to your statutory rights, if we cancel in such circumstances you must pay us all fees and charges incurred before cancellation.
- 7.6** Cancellation must be in writing to our registered office or by email. In either instance you must provide your personal details, Probate Plan reference number, date of the plan and your reasons for cancellation. If you cancel by post, we recommend you obtain proof of postage. All your statutory rights are unaffected.



**7.7** All refunds made by us will be made (1) to the person who made the original payment to us (whether that person is you or someone who purchased and paid for your Probate Plan for you or on your behalf) and (2) in line with the original method of payment.

**7.8** You may cancel our service with immediate effect if we cease to conduct all (or substantially all) of our business or we are declared insolvent or become unable to pay our debts within the meaning of section 123 of the Insolvency Act 1986, or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of our assets, or an order is made or a resolution passed for our winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all of our obligations). Where such cancellation occurs, our rights under these terms will be assumed by such other company as we may nominate.

## SECTION 8

### DATA PROTECTION

**8.1** You consent to our holding and processing your personal data (as defined in the GDPR and the Data Protection Act 2018) for legal, personnel, administrative and management purposes and to our passing on such personal data to the Trust and the Selected Probate Service Provider.

**8.1.1** You furthermore consent to the our making such personal data available to regulatory authorities, governmental or quasi-governmental organizations in circumstances where we are required to do so by law.

## SECTION 9

### GENERAL PROVISIONS WHICH APPLY

- 9.1** Instructions: we may act, in accordance with your instructions, communicate with either you or your Representative (but not a Family Member unless he/she is a Representative on all matters relating to your Probate Services). References to you will therefore include references to your Representative (instead of you where appropriate). However, in the event of any inconsistency between instructions given by you (including any person legally authorised to deal with your affairs and by your Representative in relation to the Probate Services or your will Services) we will give priority to your instructions (or any such legally authorised persons).
- 9.2** Acceptance: within 30 days of receipt of a completed signed copy of these Terms and Conditions, we will notify you of our acceptance or rejection of the application. Applications will be rejected where our requirements for applications as specified in the Application have not been complied with or it is not completed correctly. No contract exists between us until we have notified you of our acceptance. Notification of acceptance includes us taking a payment on account from you.
- 9.3** Applicable Law: you agree that our application, service and Probate Plan will be governed by the Laws of England and Wales unless you live in Scotland where the Law of Scotland will apply instead or if you live in Northern Ireland, where the law of Northern Ireland will apply instead.
- 9.4** VAT may be charged on funds withdrawn or paid out of your Probate Plan to us and/ or to the Probate Service Provider and if so then it will be charged at the prevailing rate when such withdrawal or payment is made. If VAT legislation or HM Revenue & Customs' practice or interpretation of VAT legislation changes, we will add Value Added Tax to any relevant sum that is not already included which shall then be payable by you or your Estate.
- 9.5** Liability: you agree that the Probate Services will be provided by the Probate Service Provider and not by us and that we have no involvement in the business of the Probate Service Provider. We represent that the Probate Service Provider shall be a regulated firm, but we make no representations as to the quality of the services to be provided by the Probate Service Provider. Our total liability to you in respect of the services that we are providing shall be limited to the total value of any such fee as we receive in respect of our services to you.
- 9.6** Confidentiality: subject to section 8, we undertake not to disclose to third parties any confidential information regarding your wealth, assets, family relationships or personal circumstances, unless such disclosure is required by law or reasonably necessary for the provision of the Probate Services. You agree to keep confidential any information about us that is not already in the public domain unless you are required to release the same by operation of law.

## SECTION 10

### COMPLAINTS PROCEDURE

- 10.1** Complaints: if you are not satisfied with any aspect of your Probate Plan, you should in the first instance contact us. Call our Client Care Team on: 0333 300 3469 Or write to us at our Head Office: Prepaid Probate Ltd, 412 The Boxworks, 4, Worsley Street, Manchester M15 4NU; or email: [clientcare@prepaid-probate.com](mailto:clientcare@prepaid-probate.com) We will acknowledge your complaint within 7 working days of receipt and aim to resolve it within no more than 21 working days of receipt.
- 10.2** Document Retention: we will retain the originals of your below signature accepting these Terms and Conditions and any other documentation completed and/or signed by you relating to your Probate Services for 28 days after the creation of your Probate Plan on the understanding that we have your authority to destroy them. We will retain a scanned pdf version of such documents after destroying the originals. You agree that we can rely on any such scanned document in place of the original. It is the scanned documentation that will be passed on to the appointed Probate Service Provider.
- 10.3** Dispute Resolution: any dispute that arises under these Terms and Conditions that is not resolved through the complaints procedure set out in clause 10.1 may be resolved through the appointment of a mutually acceptable arbitrator whose decision will be final.

## SECTION 11

### PLAN TYPES, RESTRICTIONS AND CHARGES

**11** The two Probate Plans that we offer are the Fully Paid Plan and the Deferred Plan.

**11.1** The balance outstanding can be paid at any time. Should death occur prior to the balance outstanding being paid, the outstanding amount will be payable out of your estate. Your beneficiaries do not need to pay the balance at the time of death. A deferred charge will be added at the Deferred Charge Rate to the balance in order to ensure that the future obligations for paying the probate and funeral can be met. A Restriction may be registered against your property, so if the property is to be sold, we will be notified. This ensures your beneficiaries do not miss that you have already paid for funerals and probate and that balance is repaid.

**11.2** You agree to paying the outstanding balance on your Probate Plan upon your death out of the proceeds of your estate. For joint plans, you agree to pay 50% of the outstanding balance on your Probate Plan upon the First Death out of the proceeds of your estate and the remaining 50% upon the Second Death from your estate. This is payable upon receipt of the grant of probate. You agree to the registration of a Restriction which will be removed once all liabilities are discharged. We will charge you a fee of £120+VAT for removing the Restriction.

**11.3** Early repayment; – should you part redeem, fully redeem or you have made any monthly payments off the price of your plan prior to first or second death, deferred charges will be charged on the amount redeemed.

**11.4** The Deferred Charge Rate will apply to the Deferred Plan and a part year will be measured by inflation for the part period and charges at the number of months for the part year/12.

#### Information discount

We offer a discount off the price your probate plan on the condition you supply to us all the information required about your estate assets and contact details of key people. To qualify for the discount, the information required is:

- 11.5**
- a. Original signed will or copy and location of current will
  - b. Names, address & contact details of all executors and beneficiaries
  - c. Company, account number and approximate balance of all bank, savings investment, loan accounts, insurances, utilities, club memberships,

Should this information not be supplied ahead of death, we reserve the right to reverse the discount applied to your plan and charge this amount as a deferred cost out of the proceeds of your estate. Deferred charges will apply to the discounted amount reversed.

#### Charitable contribution

**11.6** We offer a discount off the price your probate plan on the condition you make a legacy payment out of your estate to one of our chosen charities. In the event that the charity does not receive your legacy, we reserve the right to reverse the discount applied to your plan and charge this amount as a deferred cost out of the proceeds of your estate. Deferred charges will apply to the discounted amount reversed.

## SECTION 12

### RISK WARNING

**12.1** Funds held in the Trust may be invested from time to time. From the returns that are generated, there will be 12.1 a retention to meet the future costs of obtaining a grant of probate for your estate. Any returns that are generated above this retention value are the property of the Company.

**12.2** The growth on the investment will target 2% above the cost of inflation but we cannot and do not guarantee the success of the investment or the investment strategy.

**12.3** As with all investments, your capital is at risk. Any losses incurred could affect our ability to meet deliver the Services.

**12.4** Independent actuarial reports will be produced annually on the Trust and will be available to you at your request. We will take appropriate action to amend the Trust's investment policy in accordance with these reports



Terms date 01/01/2022

|  |   |     |
|--|---|-----|
| <b>Policy number</b>   |   |     |
| <b>Full Name</b>   |   |     |
| <b>Address</b>   |   |     |
| <b>Date of birth</b>   | / /   | Tel |
| <b>Email</b>   |   |     |
| <b>Plan type</b>   | <input type="checkbox"/> Fully paid plan<br><input type="checkbox"/> Deferred |     |
| <b>Joint or Single plan</b>  | <input type="checkbox"/> Joint<br><input type="checkbox"/> Single             |     |
| <b>Gross Cost</b>  |   | £   |
| <b>Joint plan discount</b>   | Apply £800 discount   | -£  |
| <b>Net plan cost</b>   |   | £   |
| <b>Information planning discount</b>   | Apply £250 disc   | -£  |
| <b>Charity Legacy discount</b>   | £ <input type="text"/> Apply 30% disc<br>(Max £2,500 single or £3,000 joint)  | -£  |
| <b>Deposit Paid discount (Deferred plan only)</b><br><small>Minimum £600</small> | Apply 18% disc to amount entered below  | -£  |
| <b>Fully paid discount</b>   | (£1,350 Joint or £675 Single)   | -£  |
| <b>Discounted Plan cost</b>  |   | £   |
| <b>Amount paid now</b>   |   | £   |
| <b>Deferred Amount</b>   |   | £   |

I confirm I have read and understood the above terms and conditions and accept we are bound by these terms.

|               |  |
|---------------|--|
| <b>Signed</b> |  |
| <b>Date</b>   |  |

## PLEASE USE ONE OF THE FOLLOWING **PAYMENT OPTIONS:**

### *Bank transfer*

|                       |                         |
|-----------------------|-------------------------|
| <b>Bank</b>           | Natwest Bank            |
| <b>Account Name</b>   | Prepaid Probate Limited |
| <b>Account number</b> | 59344881                |
| <b>Sort Code</b>      | 01-07-71                |
| <b>Reference</b>      | Your Surname            |

### *Cheque*

Please make cheques payable to Prepaid Probate Limited