



INSTRUCTION FORM

To release bank funds and/or investments from late client accounts

Does the late client hold investments?

☐

Yes, please start the form at section A

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No, please start the form at section B (Please proceed to page 4)

Section A. Let us know what you'd like us to do with the assets

Please choose **one** of the five options below.

1. Sell all investments – charges may apply

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You give us permission to sell all investments (including any ISA portfolio) and transfer the cash proceeds received by Coutts from the sale of investments, investments where assets are held solely as cash (for example, a Cash ISA) and any residual funds to the account in the 'Payment details' section.

2. Transfer all investments to an existing portfolio with Coutts

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You give us permission to transfer all investments (including any ISA portfolio) and any residual funds to the following existing portfolio account with Coutts:

Beneficiary's name

Portfolio reference numbers

How to use your additional permitted ISA subscription allowance

If you'd like to use this option, you also need to complete the additional permitted ISA subscription (APS) application form. Email us at privatebankprobate@coutts.com to ask for the form.

What does APS mean?

When someone with an individual savings account (ISA) passes away, their wife, husband or civil partner is entitled to an extra ISA allowance. This is called the additional permitted subscription, or APS allowance. The partner can invest extra money into their own ISA, over and above their normal annual ISA allowance.

There are some cases where your ISA may not be able to accept APS transfers. We'll let you know if this is the case.

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To use the APS allowance, you authorise us to transfer any ISA held by the late client with Coutts (either as stocks and shares or as cash) to an ISA of the surviving spouse/civil partner held with Coutts.



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3. Transfer all investments to a new investment manager – charges may apply

Please contact the new investment manager to make sure they'll accept all investments. Some may not be accepted and may have to be transferred as cash.



You authorise us to:

- transfer all investments (including any ISA portfolio) and any residual funds to a non-ISA portfolio held with a new investment manager
- sell any investments the new investment manager will not accept
- transfer the cash proceeds received by Coutts from the sale of investments and any residual funds to the new portfolio account, with these details:

Investment manager:

Investment manager address:

Beneficiary's name:

Portfolio/account reference number:

4. Transfer all investments as certificates – charges apply for each certificate

This option is only available where all investments are directly held bonds and/or equities. Bonds and/or equities held in managed funds are not directly held and cannot be transferred as certificates, but can be transferred to another portfolio provider. Also, certain direct equities/bonds cannot be held as a paper share certificate. If this is the case, we'll let you know.



You authorise us to transfer all investments into the name of the following beneficiary. We'll hold these as certificates. And we'll transfer any residual funds to the account in the payment details section.

Title

Name

Address

Postcode

You understand that:

- if investments will be split between multiple transferees, you'll need to list the exact number of units/shares in each investment to be transferred to each transferee and give us the title, name and address of each beneficiary
 - the transferee will be responsible for managing the certificate(s) themselves.
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5. Individual instructions for investments and bank accounts – charges may apply

You may use a combination of the options given above to release the investments and to distribute cash from specified accounts. To do this, please send this form back with an additional letter of detailed instructions. All executors must sign the letter.

☐ You authorise us to carry out the instructions for the release of investments detailed in your instruction letter. This is a separate letter (including any appendices/attachments) provided by you, which forms a part of this agreement. It's signed in line with the instructions listed in the terms of agreement section.

Section B. Payment details

Please tell us where you would like to receive any cash or residual funds.

Account details given in this section must be those of an executor (where there is a Will) or next of kin who is legally entitled to apply for Letters of Administration (where there is no Will), or solicitors representing them.

Account Holder's full name

Building Society/
Bank name

Branch name

Account number

Sort code

Currency payment to be sent in

Your payment reference

If no payment reference is provided, we will use 'Coutts' followed by our late client's surname.

Building Society
Roll number (if applicable)

For international payments, please complete the below

IBAN number

SWIFT/BIC/BSB

Sort Code/ABA



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Section C: Terms of the agreement

Before signing the agreement at the end of this form, please review the terms below:

- You understand we'll rely on the information you've given us and the statements you've made in this agreement to carry out your instructions
- Where you've given us a Will, you, to the best of your knowledge and belief, confirm the Will to be valid, complete and unrevoked by the late client. And that you're not aware of any dispute around the validity of the Will.
- Where you've not provided a Will to Coutts, you, to the best of your knowledge and belief, confirm the late client left no valid Will and that you're the next of kin and the person(s) entitled to the estate on intestacy. And you're not aware, to the best of your knowledge and belief, of any claims that have been made under the Inheritance (Provision for Family and Dependants) Act 1975 in respect of the estate
- You confirm that, although you're entitled to apply for a Grant of Representation, you understand this is not needed to release any bank funds and/or investments as the value of the estate of the late client falls within the Coutts "small estates" category
- Where instructions have been given above for the release of bank funds and/or investments (including any residual funds), you confirm that they've been declared as part of the estate of the late client and that the intended beneficiaries are entitled to them
- You agree that Coutts can use any money left in any account solely held by our late client to pay back any money owed by them to Coutts
- If, after the date of this agreement, Coutts receives a claim from a personal representative authorised to act for the estate of the late client under a Grant of Representation that you were not properly entitled to instruct Coutts to release any bank funds and/or investments you will, at Coutts request, facilitate and procure (on the basis of joint and several liability where there is more than one party to this agreement):
 - the re-transfer to Coutts of any bank funds transferred
 - the re-transfer to Coutts of any investments and residual funds transferred
 - where any investments were sold by Coutts for investment proceeds before transfer, the transfer to Coutts of the original number of units/shares of the applicable investments before being sold for investment proceeds. Investment proceeds are the cash proceeds received by Coutts from the sale of investments
- In consideration of Coutts acting in accordance with your instructions, you agree (on the basis of joint and several liability where there is more than one party to this agreement) to reimburse Coutts, at our request, for any and all losses, reasonable expenses and other reasonable costs incurred by Coutts as a result
- You understand that all executors named in the Will must sign this agreement (save where any have renounced or are deceased, in which case you've provided a certified copy of the deed of renunciation/an original death certificate for those who will not be acting). Where there is no Will, you understand that all next of kin who are legally entitled to apply for letters of administration must sign this agreement. In either case, this includes signing any instruction letter (where provided) and initialling each appendix/attachment to that instruction letter
- Where a party to this agreement lives in Scotland, Scots law applies to this agreement with respect to that party. Where a party to this agreement lives anywhere else, English law applies to this agreement with respect to that party. If there's a dispute between us, you can take legal action against us in any court in the United Kingdom
- This agreement (including any instruction letter) must be signed in counterpart. This means that each party must sign and date a separate copy. It's effective from the date on which the last party signs and dates the agreement



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Section D: Confirm your agreement

By signing this agreement, you confirm you've read and understood its terms and how we may use your information.

Note: All executors named in the Will are required to sign this agreement (save where any have renounced or are deceased, in which case proof Will be needed if not already provided). Or, where there is no Will, all next of kin who are legally entitled to apply for letters of administration are required to sign this agreement.

Signature

Full name _____

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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Signature

Full name _____

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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Signature

Full name _____

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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Signature

Full name _____

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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