



## Agreement for release of Bank Funds and/or Investments

Please complete this form in BLOCK CAPITALS. Please send completed form to Probate team, 1st Floor, Trinity Quay 2, Avon Street, Bristol, BS2 0PT. **If you would like this document in another format such as Braille, large print or audio, please let us know.**

Deceased client name

Client reference number

The Client reference number can be found at the top of any previous letter correspondence from the Probate team.

### How we will use your information

Before continuing with this agreement, please read the information in this section which explains how we and others will use your personal and financial information. When we use and share personal and financial information, we do so on the basis that we have a legitimate interest to prevent fraud and money laundering, to manage our risk and to protect our business and to comply with laws that apply to us (including verifying your identity and assessing the suitability of our products).

For full details about how we use the personal and financial information of our clients, please see our full privacy notice at [coutts.com/privacynotice](http://coutts.com/privacynotice).

### Who we are

The organisation responsible for processing your personal and financial information is Coutts, a member of NatWest Group.

### Definitions

**Cash Investments** are those Investments where the assets are currently held solely as cash (for example, a Cash ISA).

**Residual Funds** are the balance of any residual cash, future dividends, future income and/or additional interest standing to the credit of the above portfolio account(s).

**Investment Proceeds** are the balance of the cash proceeds received by Coutts for the sale of Investments.

Please choose ONE option below:

#### 1. No Investments

Not applicable – there are no Investments to release.

#### 2. Sell all Investments (*Charges may apply*)

I/we authorise you to sell all Investments (including any ISA portfolio) and transfer the Investment Proceeds, Cash Investments and any Residual Funds to the account in the **Payment Details** section overleaf.

#### 3. Transfer all Investments to an existing portfolio with Coutts

I/we authorise you 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:

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## Use Additional Permitted ISA Subscription Allowance

**Important note:** If you wish to use this option, the Additional Permitted ISA Subscription application form must also be completed and can be provided upon request by emailing [PrivateBankProbate@Coutts.com](mailto:PrivateBankProbate@Coutts.com). In some scenarios, your ISA may not be eligible to accept Additional Permitted ISA Subscription transfers. If this is the case, we will let you know.

To utilise the Additional Permitted ISA Subscription allowance, I/we authorise you to transfer any ISA subscriptions held by the deceased client with Coutts (either as stocks & shares or as cash) to any ISA(s) of the surviving spouse/civil partner held with Coutts.

## 4. Transfer all Investments to a new investment manager (Charges may apply)

**Important note:** Please contact the new investment manager to ensure they will accept all Investments as some may not be accepted and may have to be transferred as cash. In some scenarios, your ISA may not be eligible to accept Additional Permitted ISA Subscription transfers. If this is the case, we will let you know.

I/we authorise you to transfer all Investments (including any ISA portfolio) and any Residual Funds to a non-ISA portfolio held with a new investment manager, to sell any Investments which the new investment manager will not accept and to transfer the Investment Proceeds and any Residual Funds to the new portfolio account, with details as follows:

Investment manager:	<input type="text"/>
Investment manager address:	<input type="text"/>
	<input type="text"/>
Beneficiary's name:	<input type="text"/>
Portfolio/account reference number:	<input type="text"/>

## 5. Transfer all Investments as certificates (Charges apply per certificate)

**Important note:** 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.

**Additionally, certain direct equities/bonds cannot be held as a paper share certificate. If this is the case, we will let you know.**

I/We authorise you to transfer all Investments into the name of the following beneficiary to be held as certificates and to transfer any Residual Funds to the account in the **Payment Details** section overleaf.

Title	<input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	
Postcode	<input type="text"/>	<input type="text"/>

I/we understand that:

- If Investments are to be split between multiple transferees, it will be necessary for me/us to list the exact number of units/shares in each investment to be transferred to each transferee as well as provide Title, Name and Address of each beneficiary.
- The transferee will be responsible for managing the certificate(s) themselves.

## 6. Bespoke instructions for Investments and bank accounts (Charges may apply) - **\*\*An instruction letter is required\*\***

**Please note:** You may use this option where you require to use a combination of the options given above to release the Investments and also only distribute cash from specified accounts.

I/we authorise you to carry out bespoke instructions for the release of Investments detailed in my/our **Letter of Instruction**. This is a separate letter (including any appendices/attachments) provided by me/us, which forms a part of this agreement, and is signed in accordance with the instructions listed in the **Terms of Agreement** section below.

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### Payment Details

**Important note: account details given in this section must be those of a personal representative under the Grant of Representation/Confirmation, or solicitors representing them.**

Account Holder's full name	<input type="text"/>
Building Society/ Bank name	<input type="text"/>
Branch name	<input type="text"/>
Account number	<input type="text"/>
Sort code	<input type="text"/>
IBAN number	<input type="text"/>
SWIFT/BIC/BSB	<input type="text"/>
Sort Code/ABA	<input type="text"/>
Currency payment to be sent in	<input type="text"/>
Your payment reference*	<input type="text"/>
*If no payment reference is provided, we will use 'Coutts' followed by the deceased client's surname.	
Building Society Roll number (if applicable)	<input type="text"/>

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### Grant of Representation/Confirmation (Please tick appropriate box)

- A court-sealed Grant of Representation/Confirmation has been provided
- A court-sealed Grant of Representation/Confirmation is enclosed

### Terms of Agreement for the Release of Bank Funds and/or Investments

- I/We understand that Coutts will rely on the Grant of Representation/Confirmation and the information I/we have given and the statements I/we have made in this agreement in carrying out the instructions given in this agreement.
- Where instructions have been given above for the release of Bank Funds and/or Investments (including any Residual Funds), I/we confirm that they have been declared as part of the estate of the deceased client and that the intended beneficiaries are absolutely entitled to them.
- I/We confirm that the account details given in the Payment Details section above are those of a personal representative under the Grant of Representation/Confirmation, or solicitors representing them, and that the account holder is absolutely entitled to receive transfers of any Bank Funds, Investment Proceeds, Cash Investments and/or any Residual Funds as instructed in this agreement.
- I/We understand that all personal representatives named on the Grant of Representation/Confirmation are required to sign this agreement. This includes signing any Letter of Instruction (where provided) and initialling each appendix/attachment to that Letter of Instruction.
- This agreement (including any Letter of Instruction) may be signed in counterpart (i.e. each party may sign and date a separate copy) and is effective from the date on which the last party signs and dates the agreement.
- Where a Grant of Representation has been provided, English law applies to this agreement. Where a Grant of Confirmation has been provided, Scots law applies to this agreement. If there is a dispute between us, you can take legal action against us in any court in the United Kingdom.

# Agreement for release of Bank Funds and/or Investments

## How we will use and share your information

In order to prevent and detect fraud and/or money laundering, the information provided in this agreement may be checked with fraud prevention agencies. If fraud is identified or suspected details may be recorded with these agencies to prevent fraud and money laundering.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to release the funds to you.

When fraud prevention agencies process your information, they do so on the basis that they have a legitimate interest in preventing fraud and money laundering, to protect their business and to comply with laws that apply to them.

## With other third parties

The information provided in this agreement may be used for compliance with legal and regulatory screening requirements including sanctions screening.

## Confirming Your Agreement

By signing this agreement, you confirm that you have read and understood its terms, including how we may use your information in the ways described above, and are happy to proceed.

## Signatories

**Important note: all personal representatives named on the Grant of Representation/Confirmation are required to sign this agreement.**

Signature

Signature

Name (in full) \_\_\_\_\_

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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Name (in full) \_\_\_\_\_

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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Signature

Signature

Name (in full) \_\_\_\_\_

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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Name (in full) \_\_\_\_\_

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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