

## INSTRUCTION FORM FOR THE PAYMENT OF INHERITANCE TAX

### What this form is, and how to complete it

Please complete this form to instruct us to pay the inheritance tax due.

This form can be completed by the executor(s) of the will **or next of kin if no will is held**.

If you have any questions about this form, please email us at privatebankprobate@coutts.com. You can also ask for this form to be sent to you in large print, coloured paper, braille or audio by calling **01179 002822**.

### Before you complete the form, please note:

- To make an inheritance tax payment, you'll need to send us the HMRC payment instruction for Inheritance Tax (IHT423) with this form. You can request this from HMRC; head to the gov.uk website and search for 'payment instruction for inheritance tax'.
- If there's more than one executor (or next of kin if no will is held) administering this estate, each executor will need to sign this form before it's returned.
- The changes that you make to our late client's existing financial arrangements through this instruction form may have significant financial implications. We suggest that you get independent financial advice.
- Complete the form in BLOCK CAPITALS.
- We've included some definitions of words used in this agreement, in the section titled: 'Definitions in this instruction form'. We hope this is helpful. If anything is unclear, please get in touch with us and we'll be able to help.

### When you've completed the form

Please send to: Probate team, 1st Floor, Trinity Quay 2, Avon Street, Bristol, BS2 OPT.

#### Definitions in this instruction form

**Bank funds.** The balance of the cash funds held with Coutts in the sole name of the deceased client in the following bank accounts, and any additional interest standing to the credit of such account(s).

Investments. The balance of the investment assets held with Coutts in the sole name of the late client.

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

Residual funds. The balance of any residual cash, future dividends, future income and/or additional interest showing as credit.

**Investment Proceeds**. The cash balance we receive from selling investments.

**Grant of Representation.** You may have seen this referred to as the Grant of Probate, Grant of Letters or Administration and Certificate of Confirmation. The combined name for these three documents is a Grant of Representation.

1. Client Details	
The late:	
Portfolio reference:	P

The portfolio references can be found on the probate valuation that has been provided.





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2.1 How should we pay inheritance tax?
Choose one of the following options.
1. Pay inheritance tax payment from Coutts bank account funds only
You authorise us to transfer bank account funds in the amount you instruct, in line with the HMRC payment instruction, to HMRC for the payment of inheritance tax on behalf of the estate of the deceased client.
*We will transfer funds from the primary Coutts current account in the first instance, and any reserve accounts thereafter, unless we are provided a bespoke instruction letter. The bespoke instruction letter is a separate letter (including any appendices and attachments) that you provide, and which forms a part of this agreement. You've signed it in line with the bespoke instructions listed in the terms of agreement section below.
If you have selected this option, please proceed to section 3
<ol> <li>Pay inheritance Tax payment from Coutts bank account funds, cash investments and/or investment proceeds         – this option is not available where the late client left no will (intestate)</li> </ol>
You authorise us to transfer bank funds, cash investments and/or investment proceeds to HM Revenue & Customs to pay inheritance tax on the estate of the late client.
If you have selected this option, please complete section 2.2
2.2 How should we handle the investments?
Choose one of the following options.
1. Sell all investments (we may charge for this)
You authorise us to sell all investments (including any held in an ISA portfolio). After payment to HMRC, we'll hold the investment proceeds, cash investments and any residual funds in the late client's portfolio until we receive from you, a court-sealed Grant of Representation.
2. Bespoke instructions for the sale of investments (we may charge for this, and you will need to provide us with an instruction letter)
You authorise us to carry out bespoke instructions for the sale of investments detailed in the bespoke instruction letter. After payment to HMRC, we'll hold the investment proceeds, cash investments and any residual funds in the late client's portfolio until we receive from you, a court-sealed Grant of Representation.
*The bespoke instruction letter is a separate letter (including any appendices and attachments) that you provide, and which forms a part of this agreement. You've signed it in line with the bespoke instructions listed in the terms of agreement section below.
When providing us with a bespoke instruction letter, please ensure you include the following details:
The late client's name
Portfolio reference number
Individual investment reference numbers and/or account numbers
Individual instructions per investment and/or account
All executors must print name, sign and date
3. Have you given us a copy of the will?
Yes. The will has already been provided.
Yes. The will is enclosed with this agreement.
No. There is no will (intestate). (If this option is selected, please make sure you've selected option 1 in section 2.1 "How should we handle inheritance tax").
A Refore signing this agreement please read through these terms:

### Before signing this agreement, please read through these terms:

3.

- You understand that Coutts will rely on the information you've given and the statements you've made in this agreement to carry out the instructions given in this agreement.
- You confirm that you've applied or will apply within three months of the date of this agreement, for a court-sealed Grant of Representation and will provide Coutts with a copy within 10 working days of its date of issue.
- You confirm that, to the best of your knowledge and belief, you're not aware of any event which may delay the issue of the Grant of Representation.
- Where you've provided a will to Coutts, to the best of your knowledge and belief, the will is valid, complete and unrevoked and you're not aware of any dispute concerning the validity of the will.



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- Where you've not provided a will to Coutts, you, to the best of your knowledge and belief, confirm the deceased client to have left no valid will and that you're the next of kin and the person(s) entitled to the estate on intestacy. In addition, you're not aware, to the best of your knowledge and belief, of any claims having been made under the Inheritance (Provision for Family and Dependents) Act 1975 in respect of the estate.
- In consideration of Coutts acting in line 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 your request, for any and all losses, reasonable expenses and other reasonable costs incurred by Coutts as a consequence.
- You understand that all executors named in the will are required to 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) and will procure the same. Where there is no will, you understand that all next of kin who are legally entitled to apply for letters of administration are required to sign this agreement and will procure the same. In either case, this includes signing any Letter of Instruction (where provided) and initialing each appendix/attachment to that Letter of Instruction.
- If the deceased's accounts were held in Scotland, Scots law applies to this agreement. If the deceased's account were held in England/Wales, English law applies to this agreement. If there's a dispute between us, you can take legal action against us in any court in the United Kingdom.

#### 5. Who we are

We're Coutts, a member of NatWest Group. We're responsible for processing your personal and financial information.

### How we use and share your information

We'll use your instructions within this form to manage our late client's portfolio as you direct.

We also use and share your personal and financial information to:

- · prevent fraud and money laundering
- · comply with laws, including verifying your identity and assessing the suitability of our products
- · manage our risk
- Protect our business.

We may check the information you've given in this agreement with fraud prevention agencies. This helps us prevent fraud and money laundering.

If we do find or suspect fraud, we may record details with these agencies. 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 to:

- prevent fraud and money laundering
- protect their business
- comply with laws that apply to them.

### When we share information with other third parties

We may use the information you've provided in this agreement to meet legal and regulatory screening requirements including sanctions screening.

See full details about how we use your personal and financial information at coutts.com/privacynotice



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### 6. Confirm your agreement

By signing this agreement, you confirm that you have read and understood its terms and how we use your information.

### Who should sign?

- If there's a will all executors stated in the will (who haven't renounced or passed away).
- If there's no will all next of kin who are legally entitled to apply for letters of administration.

Name	
Signature	
Date	
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