



Agreement for the sale of Investments and/or payment of Inheritance Tax

Please complete this form in BLOCK CAPITALS using black ink. 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

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.

Who we are

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

Definitions

In this agreement:

Bank Funds are 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):

Bank account number(s):

Coutts

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Investments are the balance of the investment assets held with Coutts in the sole name of the deceased client in the following investment portfolio accounts:

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

Portfolio account number(s):

Cash Investments are those Investments where the funds in any particular one of the above portfolio accounts 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.

Investments Instructions

Please tick one relevant option below:

1. No sale of Investments

1(a) Sale not applicable

I/We do not wish to sell any Investments /the deceased client held no Investments (other than, where applicable, Cash Investments).

OR

1(b) No will/intestate

I/We understand that, as the deceased client left no will, Coutts is not able to take instructions for the sale of Investments until a court-sealed Grant of Representation/Confirmation is provided.

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

I/We authorise you to sell all Investments (including any ISA portfolio) and hold the Investment Proceeds, Cash Investments and any Residual Funds in the deceased client's portfolio until a court-sealed Grant of Representation/Confirmation is obtained and provided to Coutts.

3. Bespoke instructions for sale of Investments (*Charges may apply*) – ****An instruction letter is required****

I/We authorise you to carry out bespoke instructions for the sale of Investments detailed in the Letter of Instruction and to hold the Investment Proceeds, Cash Investments and any Residual Funds in the deceased client's portfolio until a court-sealed Grant of Representation/Confirmation is obtained and provided to Coutts. The **Letter of Instruction** 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.

Inheritance Tax Instructions

Important note: Where an Inheritance Tax payment is instructed, Coutts requires that a copy of the HM Revenue & Customs payment instruction for Inheritance Tax be provided alongside this agreement.

Please tick the relevant option:

1. No Inheritance Tax payment

I/We do not wish Coutts to make any Inheritance Tax payments to HM Revenue & Customs on behalf of the estate of the deceased client.

2. Inheritance Tax payment from Bank Funds and/or Cash Investments only

I/We authorise you to transfer Bank Funds and/or Cash Investments, in the amount I/we instruct in accordance with the HM Revenue & Customs payment instruction, to HM Revenue & Customs for the payment of Inheritance Tax on behalf of the estate of the deceased client.

3. Inheritance Tax payment from Bank Funds, Cash Investments and/or Investment Proceeds

Important note: This option is not available where the deceased client left no will (intestate).

I/We authorise you to transfer Bank Funds, Cash Investments and/or Investment Proceeds, in the amount I/we instruct in accordance with the HM Revenue & Customs payment instruction, to HM Revenue & Customs for the payment of Inheritance Tax on behalf of the estate of the deceased client.

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Will Information

- Will has been provided Will is enclosed
 No will (intestate)

Terms of agreement for sale of Investments and/or payment of Inheritance Tax

- I/We understand Coutts will rely on 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.
- I/We confirm that I/we have applied, or will apply within three months of the date of this agreement, for a court-sealed Grant of Representation/Confirmation and will provide Coutts with a copy within 10 working days of its date of issue.
- I/We confirm that, to the best of my/our knowledge and belief, that I/we are not aware of any event which may delay the Grant of Representation/Confirmation being issued.
- Where I/we have provided a will to Coutts, I/we, to the best of my/our knowledge and belief, confirm the will to be valid, complete and unrevoked by the deceased client and that I/we are not aware of any dispute concerning the validity of the will.
- Where I/we have not provided a will to Coutts, I/we, to the best of my/our knowledge and belief, confirm the deceased client to have left no valid will and that I/we are the next of kin and the person(s) entitled to the estate on intestacy. In addition, I/we are not aware, to the best of my/our knowledge and belief, of any claims having been made under the Inheritance (Provision for Family and Dependants) Act 1975 in respect of the estate.
- In consideration of Coutts acting in accordance with my/our instructions, I/we 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.
- I/We 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 I/we have 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, I/we 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 initialling each appendix/attachment to that Letter of Instruction.
- This agreement (including any Letter of Instruction) may be signed in counterpart (ie. each party may sign and date a separate copy of the agreement) and is effective from the date on which the last party signs and dates the agreement.
- If a party to this agreement resides in Scotland, Scots law applies to this agreement with respect to that party. If a party to this agreement resides anywhere else, English law applies to this agreement with respect to that party. If there is a dispute between us, you can take legal action against us in any court in the United Kingdom.

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 executors named in the will are required to sign this agreement (save where any have renounced or are deceased) 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.

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date