

# PRE-PAID PROBATE TERMS AND CONDITIONS (payment made in full)



*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>"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 Plan"</b>	the prepaid Probate and Estate Administration Services offered by us as part of the Probate Plan and the terms on which they are to be provided as set out in these Terms and Conditions;
<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>"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 as detailed in our brochure;
<b>"Guarantee"</b>	the guarantee to provide your Probate Services given by the Selected Probate Service Provider;
<b>"Plan holder"</b>	the person who purchases a Probate Plan;
<b>"Representative"</b>	any authorised third party offering our probate plan;

**Prepaid Probate Limited** is a company registered in England, number 12240682.

Prepaid Probate Ltd is registered with the Information Commissioner's Office under registration number ZA762034

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<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>"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 trust where Prepaid Probate Limited will place your money until the probate needs to be executed, being Brownlow Fiduciary Ltd
<b>"We" or "us" "You"</b>	Prepaid Probate Limited; and 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 definition of your probate plan can be found at section 8. A Probate Plan is not available to you if you normally reside outside of England, Wales, Scotland or Northern Ireland.
- 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 Certificate.
- 2.6** Your cancellation rights and rights to a refund are set out in Section 6.1 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 nominated regulated Trust.
- 3.2** From the plan cost paid to the Trust we will invoice the Trust our marketing expenses and the remainder will be held in trust by the Trust. The Trust will charge 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 reserve 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 exceptions set out in Sections 4 and 7, your Probate Plan will include:
  - 4.1.2** identifying, valuing and managing your assets;
  - 4.1.3** preparing the necessary documentation for the application for Probate (or Confirmation in Scotland);
  - 4.1.4** applying and obtaining the appropriate Probate or Confirmation from the Courts;
  - 4.1.5** ensuring the accurate distribution of your estate;
  - 4.1.6** 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;
  - 4.1.7** identifying any relevant reliefs or exemptions to the estate before calculating any tax owed;
  - 4.1.8** liaising with the appropriate organisations, financial institutions and beneficiaries of the estate throughout the process;
  - 4.1.9** ensuring any debts and liabilities are paid from the estate; and
  - 4.1.10** preparing the accounts and distributing the estate to the beneficiaries.

## 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 and London Gazette; (This is typically a cost of approximately £160)
  - 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 to 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.

## 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 the provision of your Probate Services as specified in the Probate Plan. We will have no responsibility for any additional services, items, costs or disbursements.
- 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.

## SECTION 7

### YOUR RIGHT TO CANCEL AND REQUEST A REFUND

- 7.1 A refund of all of the sum paid, minus an administration fee of £250, will be made if notice of cancellation of your Probate Plan is received by us within 14 days of your payment in full.
- 7.2 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.
- 7.3 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):
  - 7.3.1 Where a conflict of interest arises between the parties to the Probate Plan;
  - 7.3.2 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.
- 7.4 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.
- 7.5 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.



## SECTION 8

### GENERAL PROVISIONS WHICH APPLY

- 8.1** Instructions
- 8.1.1** 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
- 8.2** 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.
- 8.3** Applicable Law
- 8.3.1** 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.
- 8.4** 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.
- 8.5** 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 (by the Council of Licensed Conveyancers or equivalent) but 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

## SECTION 9

### COMPLAINTS PROCEDURE

- 9.1** 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, Suite 201, 9 Springfield Road, Sale, Cheshire M33 7XS; 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.
- 9.2** Document Retention We will retain the originals of your 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.