



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.

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:

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. 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.

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:	
Investment manager address:	
Beneficiary's name:	
Portfolio/account reference number:	

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	
Name	
Address	
Postcode	

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 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	<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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Will (Please tick appropriate box)

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

Terms of agreement for release of Bank Funds and/or Investments

- 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.
- 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.
- I/We confirm that, although I/we are entitled to apply for a Grant of Representation/Confirmation, I/we understand this is not required to release any Bank Funds and/or Investments as the value of the estate of the deceased client falls within Coutts "small estates" category.
- 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 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, 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.

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- If, after the date of this agreement, Coutts receives a claim from a personal representative authorised to act for the estate of the deceased client under a Grant of Representation/Confirmation, that I/we were not properly entitled to instruct Coutts to release any Bank Funds and/or Investments, I/we 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; and
 - 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.
- 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). 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. 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 (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 party to this agreement resides in Scotland, Scots law applies to this agreement with respect to that party. Where 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, for which proof will be required 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

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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