

# Will Writing Information Pack

## England and Wales



# Why making a Will is important

## A Will is important if:

### 1. You are married or in a civil partnership

Many married people believe that on their death, all their assets will automatically pass to their spouse or civil partner, even without a Will. However, this may not be the case and, depending on the size of your estate, your spouse or civil partner might only inherit part of it. See the chart on page 3 for an explanation of what happens if you die without a will.

### 2. You live with a partner

Contrary to popular belief, an unmarried partner or non-civil partner has no automatic right of inheritance at all. A Will is the only way to make sure your partner is left with what you want them to receive, such as if you hold a property as tenants in common and want them to have it all.

### 3. You have children

If you have any children under 18 - if you are not married or in a civil partnership and no other person surviving you has parental rights, then a Will allows you to say whom you wish to be the guardians of your children. With no Will in place, the courts may decide.

### 4. You are not married or in a civil partnership

With no Will in place and no children, your next of kin will inherit, starting with your parents, then your siblings or their children. If you have children, they will inherit your estate and any other dependants may need to challenge the intestacy rules in court. This may cost them a considerable amount of money in legal and other fees to obtain most of the possessions you want them to inherit.

## When does your Will need updating?

If your circumstances have changed you may need to update your existing Will to reflect this. Marriage, entering into a civil partnership or having children are examples of where it is important to review and update your Will. There may be other events, such as divorce, ending a civil partnership, buying property or setting up home with a partner, which mean you will want to change your Will.

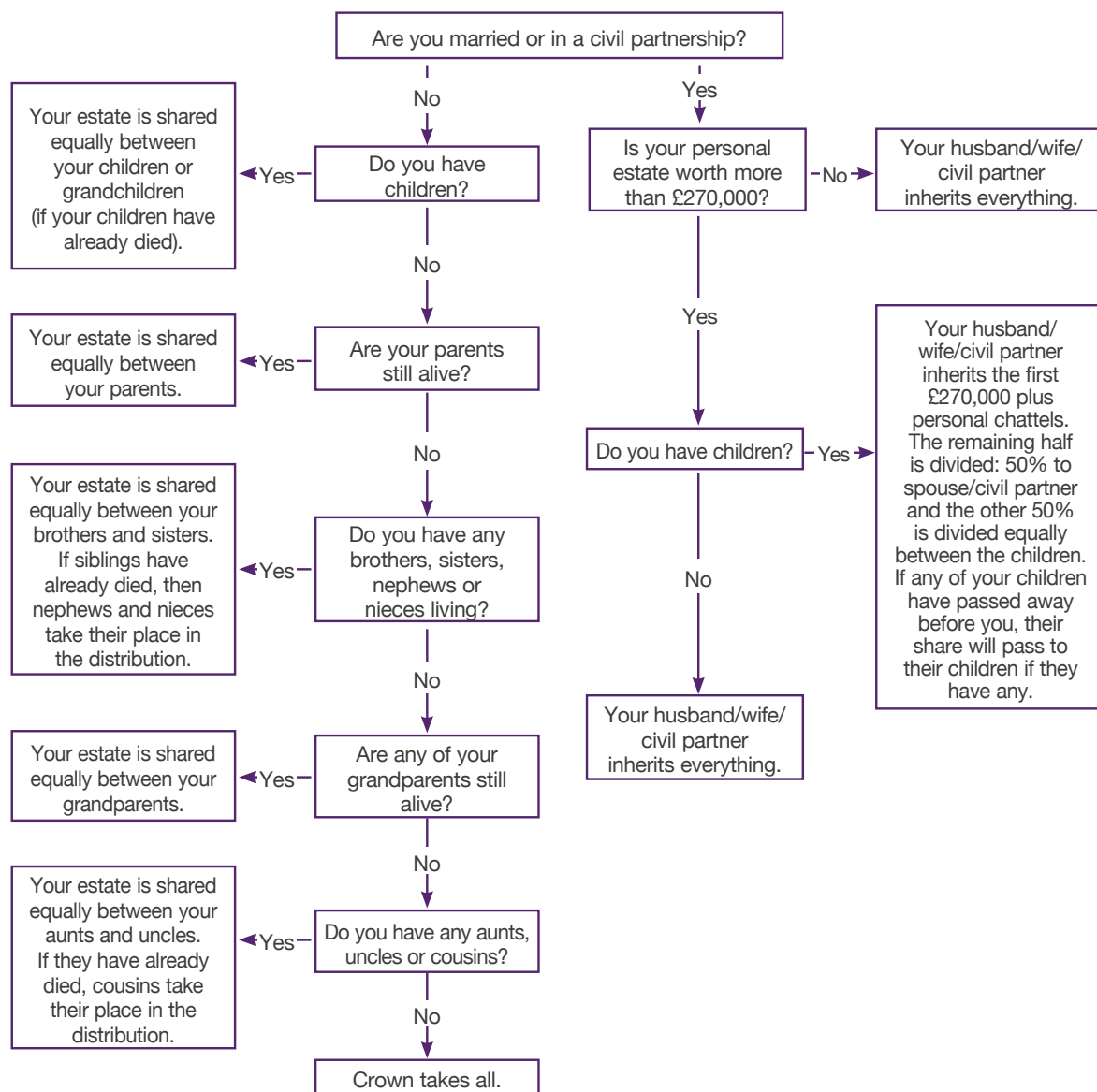
Even if there has been no apparent change in your circumstances we would recommend a review of your Will at least every five years in case of changes in tax rules or other legislation.

## By having a Will, you could:

- decide how much money is left to each of your family members and other loved ones
- pass your estate to an unmarried partner
- specify who will become the guardians of your children, if necessary
- choose who you want to be the executor of your Will
- leave something to charity
- give a memento (like a piece of jewellery) to a treasured friend.

# Do you really know what happens if you die without a Will?

This chart explains the basic rules for what happens when someone dies without a Will in England and Wales. It is intended as a brief guide, and not an exhaustive summary of intestacy law. Intestacy rules are different for residents of Scotland and you nearest Skipton branch can provide you with information outlining the Scottish rules. Alternatively, you can call us on 0345 607 9711 to find out more.



## Notes:

1. This flow-chart applies only to people living in England or Wales at the time of death. It is intended as a brief guide, not a definitive summary of Intestacy law. For example, it does not cover half-blood relationships. It is based on our understanding of the law as at October 2021.
2. Members of younger generations are entitled to inherit their parent's share if the parent has already died.
3. The term 'children' includes illegitimate and adopted children but not step-children (unless legally adopted).
4. 'Personal chattels' is defined by law and means tangible moveable property not consisting of money, business assets or investments.
5. Joint property generally passes to the surviving joint holder, independently of the intestacy rules, but this is not always the case.
6. If spouse/civil partner passed away either before or within 28 days of you then your answer to the first question should be 'no'.
7. You remain married/in a civil partnership until decree absolute is granted.

# The Will writing process explained

Your local Skipton branch or Skipton Direct will book your appointment with Redstone.



Between now and your appointment, you need to consider the content of your Will. If you have any questions before your appointment, you can contact Redstone on 0808 168 2560.



If you haven't provided appropriate identification for your Will appointment, you'll receive a text reminder 4 working days before your scheduled appointment. Your Skipton branch will also call you. If you don't provide appropriate identification, your appointment will automatically be cancelled.



Redstone will contact you at the date and time specified to discuss your wishes and take your Will instructions. Before the appointment can proceed you will need to provide Redstone with the security code you were given at the time of booking the appointment.



Once your instructions have been taken, payment will be requested by debit or credit card (unless already paid by building society cheque).



Redstone will issue you with an electronic copy of the instruction taken (shortly after your appointment). You will need to read through the instructions carefully and sign them using Redstone's e-signing facility. Alternatively, they can send a copy in the post for signature, if you prefer.



Provided that all the relevant information is given/supplied during your appointment, Redstone will issue your Will(s) for signing within 8 working days of you returning your signed instruction.



Once you're happy that your Will reflects your wishes, it's ready to be signed and witnessed. Redstone shall provide full details on how to do this correctly. Please ensure you follow the guidance provided. Once your Will has been signed and witnessed correctly, your Will becomes a valid document.



If you have chosen to take advantage of our Legal Documents Care Package, simply return your Will to Redstone for storage in their secure facility.

# Will Guidance Notes

**Whether you are completing your Will instructions by post, video link or telephone, it is useful to have some guidance to help you answer some of the questions and understand some of the terms used in Will writing. Please read through these guidance notes before completing your Will application or attending your telephone appointment with Redstone.**

## Full Names

You will need to provide all names in full including middle names, not just initials, as this information will be used in your Will.

## Country of domicile

'Domicile' means the country you treat as your permanent home, even though you may spend extended periods of time in another country or jurisdiction. If your domicile is not England or Wales, you can continue to make a Will but it will cover your UK assets only. You should also make a Will in the country of your domicile, only for your assets there to avoid the potential risk that it revokes this Will. You may be subject to any laws of succession of that country or jurisdiction. If you do own property in a foreign country we will advise you to seek legal advice in the relevant country.

## Marriage and Civil Partnerships

You will be asked if you are married or in a civil partnership or intending to be married or entering into a civil partnership in the near future. This is really important because any subsequent marriage or civil partnership will revoke the Will, unless it states that a marriage or civil partnership is intended, and the marriage or civil partnership as stated takes place. Additionally, we need to know if you have been married or in a civil partnership previously and we will require the full names of any children of that marriage or civil partnership.

## Executors (the people who will carry out the instructions in your Will)

See the 'Skipton Trustees Limited Independent Executor and Professional Attorney Services' guide to find out some of the duties of an executor.

## Funeral instructions

You may have already thought about your funeral instructions and planned for them. Please ensure any instructions you put in the Will are the same as those you have in any pre-paid funeral plan.

## Guardians

If you have children under the age of 18, you can state in your Will who you would like to look after your children if you were to pass away before they become 18. As this is a really important role, please discuss this with the proposed guardian(s) before naming them in your Will. The appointment of guardian(s) must be made in writing so a Will is an ideal place to formalise these appointments.

If you have children with someone you're not married to and the father is not named on the birth certificate, you may wish to appoint the father as first choice of guardian as, under existing law, they may not have any parental rights to the children if you were to pass away first.

Please be aware that in some circumstances, if you are no longer partnered with the other biological parent of your child(ren), then in the event of your death, it is possible that the other parent may have the right to be their guardian, even if you have documented an alternative guardian in your Will.

## Gifts

You may have some specific items that you would like to leave to particular family members, friends or charities and these will need to be listed in your Will. For instance you may have a specific piece of jewellery you wish to leave to a favourite niece, or a toy car collection you wish to leave to your grandson. You will need to specify the gift to avoid any misunderstanding. If you are making a gift to a charity, you should obtain full details of the charity (including the registered charity number) to avoid any confusion.

Please note all of the gifts specified will be passed on free of inheritance tax (IHT) for the beneficiary unless you specify otherwise. If IHT is due on the gift it will come from the remainder of your estate i.e. your residue, and therefore will decrease the amount available to pass to your residuary beneficiaries.

A gift of property will be subject to the mortgage or any other secured debts, unless specified otherwise.

If you have a large number of specific items (not money) that you wish to leave to friends and family, it is possible to put together a letter of wishes/chattels, which can be kept with your Will. This is then easier to alter should circumstances change, such as an item being broken or lost. Please note that a letter of wishes is not legally binding.

## Life Interest Trust

A Life Interest Trust allows someone of your choosing known as a life tenant to remain living in your property and enjoy the benefits of the property without actually inheriting it. The life tenant is responsible for upkeep of the property unless you state otherwise and you can choose who inherits the property on death of the tenant. The end of the Trust can be triggered earlier by such things as remarriage, a certain age or time limit.

A Life Interest Trust can therefore be used to ensure your intended beneficiaries ultimately receive your property, whilst allowing someone to continue to live in and enjoy the benefit of the property while they are alive. Please note that there may be tax implications of making a Life Interest Trust.

## Discretionary Will Trust

A Discretionary Will Trust allows you to leave an inheritance to provide for the potential benefit of a number of people you select (there must be more than one beneficiary), giving the flexibility to allow the income and capital to be distributed by your Trustee(s) in the manner they see fit.

This may be useful if you are unsure which persons from your chosen beneficiaries should receive all, or any, of their inheritance. Your Trustee(s) will have the discretion to determine how long the Trust should remain in force and which of the potential beneficiaries will receive funds from the Trust and when. You may leave a letter of wishes to assist your Trustee(s) with making decisions regarding the time and manner of distribution, although this is not legally binding.

You can put your whole estate into this Trust; however, depending on the amount involved, this may incur adverse tax consequences. If you limit your Trust to your available IHT nil rate band allowance, this will generally simplify the taxation of the Trust. Your Trustee(s) may require specialist tax advice.

## Disabled Discretionary Will Trust

A Disabled Discretionary Will Trust allows you to pass assets to a Trust so that the trustees will manage the funds for the benefit of the disabled person, such as making sure bills are paid and spending money from the Trust for food, clothes, etc. As the assets in Trust will not be assessed as forming part of the disabled beneficiary's own estate, the Discretionary Trust arrangement has the advantage that the Trust funds should not affect the beneficiary's entitlement to benefits.

In order to be eligible, the principal beneficiary must be eligible for disability benefits for personal independence allowance or registered as mentally disabled. Please contact us for further information.

## Trustees

If you are considering creating a Trust, you will need to appoint at least one Trustee in your Will. A Trustee is an appointed person or persons who are legal owners of the Trust and therefore responsible for looking after the particular assets on behalf of the beneficiaries. Their role is to deal with the assets within the Trust, according to your wishes as set out in the Will (unless it is a discretionary Trust where the Trustees may consider, but are not obliged, to follow a letter of wishes) and manage the Trust on a day-to-day basis and pay any tax due to HMRC. They may also have to decide how to invest or use the Trust's assets.

## Residuary Estate (everything else)

After all these decisions are made, it is time to decide to whom you want to leave the remainder of your estate. These people will receive what is left after all your debts and any tax owed have been paid and the gifts have been given out (possessions and money). If you are dividing the estate, please ensure your share percentages add up to 100%.

One of the last questions we will ask you is to name alternative people or charities to receive the remainder of your estate, if any of the people you wanted to receive the remainder of your estate pass away before you and you were unable to make another Will.

## Gifts to minors

Minors (anyone aged under 18) cannot inherit absolutely until they attain the age of 18. Should your children be bereaved while still young, assets would remain in Trust and automatically create a 'Bereaved Minors Trust', provided they are your child or a step child for whom you have parental responsibility.

Even though children can inherit at 18, you may decide that even then they may be too young or immature to manage their own finances and so determine that the estate should remain in Trust until they reach a later age. Where you determine that your children should inherit between the age of 18 and 25, it creates a 18-25 Trust.

The characteristics of a Bereaved Minors Trust or 18-25 Trust are much like any other Trust, in that the funds are held for their benefit until they attain the specified age. The Trustees may advance capital or income if needed, for example to release monies for the beneficiary's use.

## Jointly owned assets

Any solely owned assets you own will form part of your estate. If you own assets jointly with another person, such as property or a bank account, you may not be able to gift it in your Will as it may pass automatically by survivorship to the surviving owner. If you wish to gift your share in your main residence, for example, to anyone other than the joint owner, it will be necessary to determine how it is owned. If it is owned as tenants in common, your share can be put in your Will to be passed on on death. If it is owned as joint tenants, it will pass to the remaining joint owner(s) on survivorship. If you are making a gift of property and are unsure or you are putting a Trust in your Will, we will check the ownership of your main residence on your behalf.

## Exclusions

In England and Wales, a Will can be challenged under the Inheritance (Provisions for Family and Dependents) Act 1975 by a person who was financially dependent if provision for them ceased or was subsequently reduced on death. A claim could also be made by a spouse, ex-spouse, child, or anyone treated as your own child or being maintained by you.

So, whilst you can leave your estate to whomever you like, to help provide further evidence should a challenge occur, any exclusions or unequal distributions should be explained. This can be noted in the instruction form, but you should write a letter of explanation to accompany your Will.

## Inheritance Tax (IHT)

IHT is charged at 40% of the value of the estate above the 'Nil Rate Band' (NRB) which is currently £325,000. Every individual has a NRB allowance.

Inheritance between married couples and civil partners is not subject to IHT. So if the first partner dies and leaves everything to the surviving partner then no IHT is due. It also means that their NRB is unused (if no gifts were made in the seven years prior to death). Unused NRB can be transferred to the spouse or civil partner. This means on second death, the value of the NRB is £650,000.

Note: An individual is only able to benefit from a maximum of the value of two NRB, i.e. up to £650,000, based on current rates.

The Main Residence Relief was introduced in 2017 and may further reduce IHT liability where the main home is passed to children or grandchildren on second death. The relief is set at £175,000 per person if they fall within the qualifying criteria.

Legacies to charity are also exempt from IHT. In addition, if more than 10% of the estate is left to charity it could also reduce the rate of IHT from 40% to 36%.

For IHT purposes, the estate is:

- the value of all assets held (cash, investments, property, jewellery, cars, etc.)  
less
- any liabilities (mortgage, personal loans and credit card balances etc.). Unfortunately debt remains payable even in death.

## Children

We need a list of all of your children including any estranged or step-children or those not benefiting from your estate.

## Notes

There is a space on the instruction form to enter any information that you feel is relevant to your Will but may not have been covered by the questions raised. For example, if any of your relatives have specific needs or if you have any specific requirements regarding gifts.

**Hopefully this guide will answer any questions you have, however please contact our legal team on 0808 168 2560 if you require any further explanation and we will be more than happy to help you.**

# Things to think about before your Will appointment

During your appointment you will be asked a number of questions which will assist Redstone in producing your Will. On those grounds, Redstone ask that you consider the below questions before your appointment.

You can use this page to make notes to help you answer these questions. This form is for your own use only; you won't need to send it to Redstone.

## People

Who will you appoint as Executor to carry out the instructions in your Will?

Friend(s) and/or family member(s) \_\_\_\_\_

Independent Executor (e.g. Skipton Trustees Limited) \_\_\_\_\_

If you're creating a Trust in your Will, who do you want to appoint as Trustee(s)?

Same as above \_\_\_\_\_

Someone else \_\_\_\_\_

Redstone will need a list of all your children, including any stepchildren and any children you are estranged from. You will need to provide this information even if you intend to exclude them from your Will.

\_\_\_\_\_  
\_\_\_\_\_

If you have children under 18 (16 in Scotland), you should appoint guardians in your Will

Will you appoint any reserve guardians? \_\_\_\_\_

## Funeral

Please note below any funeral instructions. Make sure the instructions you include in your Will are the same as those you have in any pre-paid funeral plan. Make a note of your funeral plan provider's name and plan number, as you will need this during your appointment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Your estate

Are there any specific gifts, including cherished items, you want to leave to any individuals?

\_\_\_\_\_  
\_\_\_\_\_

Do you want to leave any charitable donations in your Will? If so, you will need the full details of the charity, including the full charity name and number.

\_\_\_\_\_

Will you be leaving any gifts to anybody who you want to inherit at a certain age?

\_\_\_\_\_

Are any of the people you want to leave your assets to vulnerable, or are you concerned about protecting your assets for your family?

\_\_\_\_\_  
\_\_\_\_\_

How would you like your remaining estate to be divided?

\_\_\_\_\_  
\_\_\_\_\_

*Continued overleaf*



You'll need full names and addresses of anyone mentioned in your Will.  
You can make a note of this information below.

Anything else

If you have any other information you feel is relevant to your Will, make a note of it here.

Appointment information

Will appointment date:

Time:

Security code:

# Terms and Conditions of Skipton Building Society's Will & Power of Attorney (POA) Referral Service

## 1) Definitions

- a. "We", "Our" and "Us" mean Skipton Building Society
- b. "You" means the person who We refer to Redstone Wills Limited (Redstone) for the provision of a Will and/or a POA.

## 2) The Services

- a. The Will & POA Referral Service is provided by STL and administered by Redstone whose address is:

Redstone Wills Limited  
Windmill Road  
St Leonards-on-Sea  
East Sussex  
TN38 9BY

- b. The Will Referral Service means that We will refer customers to Redstone for the following Services:
  - Wills (Single)
  - Wills (Mirror)
  - Discretionary Will Trusts
  - Life Interest Will Trusts
  - Severance of Joint Tenancies
  - Transfers of Registered and Unregistered property
  - Codicils/Amendments.
- c. The POA Referral Service means that We will refer customers to Redstone for the following Services:
  - Health and Welfare Lasting Powers of Attorney (England & Wales)
  - Property and Financial Affairs Lasting Powers of Attorney (England & Wales)
  - Continuing Powers of Attorney (Scotland)
  - Welfare Powers of Attorney (Scotland)
  - General Powers of Attorney.

**You will contract directly with Redstone for these Services, which will be governed by the Redstone Wills Limited's Terms of Business for the Will & POA Writing Service.**

- d. The Independent Executor & Trustee Services are provided by Skipton Trustees Limited whose address is:

Skipton Trustees Limited  
The Bailey  
Skipton  
North Yorkshire  
BD23 1DN
- e. Skipton Trustees Limited is incorporated as a Trust Corporation and is entitled to provide the Independent Executor and Trustee Services.

## 3) Who will be providing the service?

- a. Our role in the Will & POA Referral Service is to refer You directly to Redstone, who will take your instructions and prepare your Will, Will Amendment and/or POA(s).
- b. No information relating to any assets You hold with Us or any information You have discussed with or mentioned to Us will be provided to Redstone for inclusion in your Will. You are responsible for declaring your assets and providing full information to Redstone.

- c. You are responsible for providing the full information to Redstone in relation to the preparing of your POA(s).
- d. Anything You tell Redstone will be kept confidential and not disclosed to Us except for the uses referred to in section 4 below.

## 4) Use of your information

- a. Redstone is using the information You provide for this Service to administer the Service and to prepare your Will and/or POA(s).
- b. You agree to any information currently held by Us being provided to Redstone and STL for the purpose of arranging your Will, Will Amend and/or POA(s) referral and administering and reviewing the Services.
- c. You agree to any information currently held by Redstone being provided to Us for the purposes of administering and reviewing the Service and carrying out file reviews.
- d. You agree to information You give to Redstone whilst using this Service being provided to Us for the purposes of Us providing You with other legacy services.

## 5) Place of permanent residence

- a. We will only be able to draft a Will for your UK assets.

## 6) Charges

- a. Please read the Legal Documents & Estate Administration Tariff of Charges for details of the fees and charges associated with the Services.
- b. Additional charges may apply for some elements of the Will & POA Referral Service; You will be advised by Redstone of the estimated additional charge before any work is undertaken.
- c. An additional charge may also arise if, after your Will or POA has been prepared, You alter your wishes. This includes re-drafting your Will or POA. Therefore, please check carefully that your instructions do reflect your wishes and that nothing is left out.
- d. Skipton Trustees Limited will charge for its services for acting as Executor of your Will and/or for acting as a Trustee in accordance with its scale of fees applicable at that time, if this has been requested. Copies of the updated fee scale are available from Skipton Trustees Limited on request.

## 7) Payments

- a. abrdn administer the payments for the Estate Administration on behalf of Skipton Trustees Limited. Any concerns with these payments should be addressed to abrdn Financial Planning & Advice Limited in the first instance. Their address and telephone number are:

abrdn,  
Minerva House,  
29 East Parade,  
Leeds  
LS1 5PS  
Tel. 0800 464 3567
- b. Redstone administers the payment for all other elements of the Service. Any concerns with these payments should be addressed to Redstone in the first instance.

## 8) Cancellations & Refunds

- a. For instructions for a Will and/or a POA, You have a right to cancel within 14 calendar days from the date your telephone appointment takes place (the cooling off period).
- b. If you cancel within the cooling off period, you will receive a refund of the fee paid to Redstone.
- c. You still have the right to cancel at any time after the cooling off period has ended, but no refund will be provided.
- d. Please see Redstone's Terms of Business for details of their Cancellation and Refunds Policy.

## 9) Rights of Redress

- a. Both Redstone and Skipton Building Society are members of the Society of Will Writers and Estate Planning Practitioners (SoWW) and they abide by the Society's Code of Practice, copies of which can be found on The Society of Will Writers website or by writing to them at:

The Society of Will Writers  
Chancery House  
Whisby Way  
Lincoln  
LN6 3LQ

The SoWW is an independent body representing the interests of professional Will Writers and consumers.

The Code of Practice is available in Braille, audio or large print – for your copy please contact the SoWW on 0800 838270.

## 10) How to Complain

- a. There may be occasions when the Service falls short of your expectations.
- b. If your complaint relates to the Service You have received from Us, your concerns should be addressed to:

Customer Relations Team  
Skipton Building Society  
The Bailey  
Skipton North  
Yorkshire  
BD23 1DN

- c. If You prefer You may telephone Our Customer Service team on 0345 850 1700, or visit your nearest branch. Alternatively, You may forward details of your complaint via our website at [skipton.co.uk](http://skipton.co.uk)

- we'll try to resolve your complaint within three working days of receiving it
- if We're able to resolve it in this time, We'll send You a written summary of the resolution. This will confirm your complaint has been resolved
- the summary will also remind You of your right to take your complaint to the Financial Ombudsman Service (FOS) if You subsequently feel dissatisfied with the outcome.

- d. Sometimes We need more time to look into your complaint.
  - if We can't resolve it within three working days, We'll send You a written acknowledgement letter. This will be no later than five working days after receiving notification of your complaint
  - a Customer Relations Consultant will get in touch with You so We can investigate your complaint fully. We'll try and resolve your complaint within four weeks. If its going to take longer, We'll let You know

- we'll send a final response letter within eight weeks of the initial receipt of your complaint. We'll also remind You that You have a right to take your complaint to the FOS if you're not satisfied with the outcome
- in the unlikely event that We can't give You a response within the eight-week period, You can refer your complaint to the FOS.

Whilst You can refer your complaint to the FOS at any time, they'll need Our consent to investigate complaints where:

- we haven't had the chance to put things right
- we haven't exceeded the eight-week timescale and haven't yet issued our final response letter.

- e. Where your complaint relates to the Service You have received from Redstone, your concerns should be addressed to:

The Manager  
Redstone Wills Limited  
Windmill Road  
St Leonards-on-Sea  
East Sussex  
TN38 9BY

Redstone must advise Us of all complaints made directly to them relating to the Service.

- f. Following the completion of a review into your complaint by Us or Redstone, should You remain dissatisfied:

- You can inform Redstone and/or Us, who shall advise the Society of Will Writers (SoWW) of the complaint and provide You with details of the SoWW complaint handling procedure;
- If You ask the SoWW to review your complaint, this must be done in writing, to:

The Society of Will Writers  
Chancery House  
Whisby Way  
Lincoln  
LN6 3LQ

The SoWW will review your complaint and decide what action should be taken.

Details of either Our or Redstone's full complaints process is available on request.

## 11) Governing Law

These Terms and Conditions for Our Will & POA Referral Service are governed by and will be construed in accordance with English law.

Talk to Redstone today

 **0808 168 2560**



Skipton Building Society is a member of the Building Societies Association. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under registration number 153706, for accepting deposits, advising on and arranging mortgages and providing Restricted financial advice. Principal Office, The Bailey, Skipton, North Yorkshire, BD23 1DN. Skipton Will & POA Referral Service and Legal Documents Care Package is provided by Skipton Trustees Limited, registered office: The Bailey, Skipton, North Yorkshire, BD23 1DN, registered in England no. 6258324 and administered by Redstone Wills Limited, Windmill Road, St Leonards-on-Sea, East Sussex, TN38 9BY. Company no. 3673190. Skipton Building Society and Redstone Wills Limited are both members of The Society Of Will Writers and they both abide by their Code of Practice, copies of which can be found on the Society of Will Writers website or by writing to them at Chancery House, Whisby Way, Lincoln, LN6 3LQ. Skipton Estate & Trust Administration Service is provided by Skipton Trustees Limited and administered by abrdn Financial Planning and Advice Ltd. abrdn Financial Planning and Advice Ltd is registered in England (01447544) at Bow Bells House, 1 Bread Street. London, EC4M 9HH and is authorised and regulated by the Financial Conduct Authority. © 2021 abrdn, All rights reserved. Please note that Wills, POA, Legal Documents Care Package & Estate & Trust Administration are not regulated by the Financial Conduct Authority.