

# Why making a Will is important (Scotland)

## 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. However, when there is no Will and depending on the size of the estate (which includes the value of property), different rules will apply:

- **Statutory Prior Rights.** The surviving spouse or registered civil partner has Statutory Prior Rights to the dwelling house, its furnishings and to cash, each up to a defined value which changes every few years.
- **Legal Rights.** The spouse or registered civil partner and any children have automatic Legal Rights to either a third or half of the moveable property (chattels) depending on whether or not the spouse or registered civil partner, or children, or both spouse or registered civil partner and children, survive.

The remaining third (where there is a spouse or registered civil partner or children) or half of the moveable property (where there is either a surviving spouse or a registered civil partner but no children, or no surviving spouse or registered civil partner, but children) forms the free estate.

- **Free estate.** The free estate is either what remains after Statutory Prior Rights and Legal Rights have been satisfied. If there is no surviving spouse or registered civil partner, or issue, the entire residuary estate passes on intestacy.

### 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 what you want them to receive.

### 3. You have children

For any children under 16 – 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 then the courts must decide.

### 4. You are single

With no Will in place and no children, your next of kin will inherit starting with your parents, then your siblings or their families. If you have children then 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, divorce or entering a civil partnership, are examples of an event that may cause your Will to be nullified. There may be other events such as inheritance, entering a business partnership, buying property or dissolution of a civil partnership, which mean that you will want to change your Will.

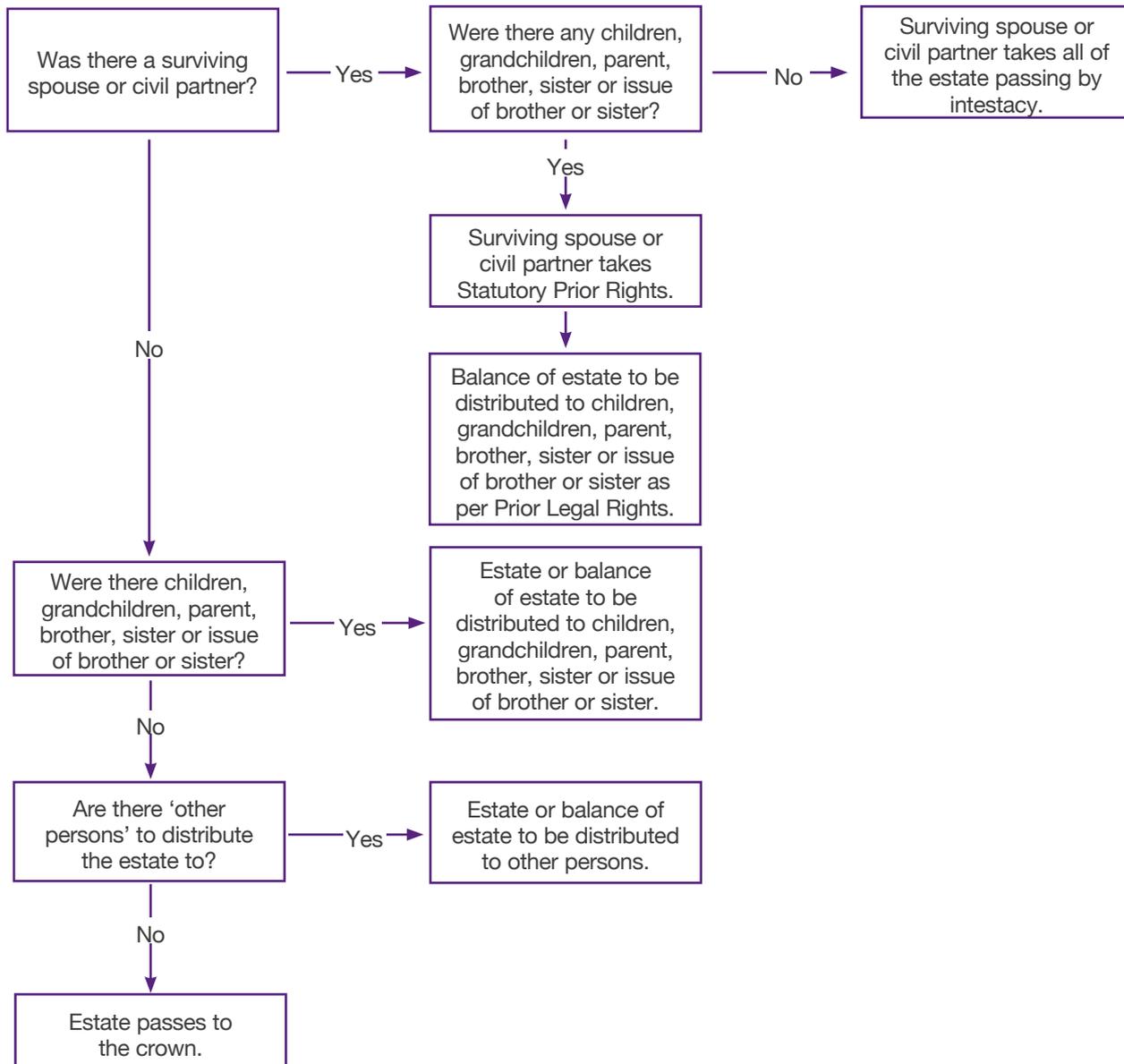
Even if there has been no apparent change in your circumstances we would recommend a review of your Will every five years in case of changes in tax rules or other legislation.

## By having a Will, you can:

- Decide how much of your free estate 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 Scotland (the rules for intestacy are different in England and Wales).



## Notes:

1. This flow-chart applies only to people living in Scotland 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, as intestacy rules do not cover them. It is based on our understanding of the Law August 2013.
2. Prior Rights consist of the family home to a value of £470,000, furniture and house contents to a value of £29,000 and £50,000 if the deceased left children or £89000 if no children.
3. Spouse or civil partner Legal Rights consist of one third of the moveable estate if the deceased left children or descendants of children, or to one-half of it if the deceased left no such children or descendants.
4. Children (or descendants of children) Legal Rights consist of one third of the moveable estate if the deceased left a surviving spouse or civil partner, or to one half of it if the deceased left no such spouse or civil partners.
5. Members of younger generations are entitled to inherit their parent's share (in equal shares) if the parent has already died.
6. The term 'children' includes illegitimate and adopted children but not step-children (unless legally adopted).
7. Jointly owned property may pass to the surviving co-owner, independently of the intestacy rules and you need to check how the joint property is owned.
8. If spouse/civil partner dies either before or within 28 days of you then your answer to the first question should be 'no'.

# Terms and Conditions of the 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 Will and/or POAs.

## 2) The Services

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

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

- 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 Trust
  - 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
  - Professional Attorney Services.

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

- d. The Professional Attorney service is provided by Skipton Trustees Limited whose address is:

Skipton Trustees Limited  
The Bailey  
Skipton  
North Yorkshire  
BD23 1DN
- e. The Independent Executor & Trustee Services are provided by Skipton Trustees Limited whose address is:

Skipton Trustees Limited  
The Bailey  
Skipton  
North Yorkshire  
BD23 1DN
- f. Skipton Trustees Limited is incorporated as a Trust Corporation and is entitled to provide the Independent Executor, Trustee and Professional Attorney 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. If You are not currently living in England or Wales or Scotland or You intend to live permanently abroad, We will be unable to refer You to Redstone for the provision of a Will and/or POA.

## 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 and/or acting as a Professional Attorney 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. 1825 administer the payments for the Estate Administration and Professional Attorney Services, on behalf of Skipton Trustees Limited. Any concerns with these payments should be addressed to 1825 in the first instance.
- 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 of providing confirmation of your instructions (the cooling off period).
- b. Work on your Will and/or POA will be carried out within the cooling off period, however, if You have provided Redstone with a waiver to authorise work to begin within this period then no charge will apply for cancellations within the cooling off period. Where instructions are not taken face-to-face (e.g. telephone) then the waiver should be provided in writing.
- c. If You do not provide a waiver, You still have the right to cancel at any time but a charge may apply for work already undertaken.
- 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 1722, 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.



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 is administered and provided by Redstone Wills Limited, Windmill Road, St Leonards-on-Sea, East Sussex TN38 9BY. Company no. 3673190. Skipton Legal Documents Care Package is provided by Skipton Trustees Limited Principal Office: The Bailey, Skipton, North Yorkshire BD23 1DN, telephone 0345 850 1700 Registered in England no. 6258324 and administered by Redstone Wills Ltd. Skipton Trustees Estate and Trust Administration and Skipton Trustees Professional POA Service are administered by Pearson Jones PLC (trading as "1825"), which is part of the Standard Life group (Standard Life and its subsidiaries). Pearson Jones (01447544) is registered in England at 30 St Mary Axe London EC3A 8BF. 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. Please note that the Wills & POA Referral Service is not regulated by the Financial Conduct Authority. Stock Code: 311576\_18/01/18