
GRANT APPLICATION SERVICE

for Probate and Letters of Administration
Terms and Conditions
England and Wales



LLOYDS BANK

This booklet contains

- A list of the sections in this booklet.
- Our Terms and Conditions which set out:
 - Information about how to contact us and how we will contact you
 - What we agree to do under this agreement.

Please:

- Read this booklet carefully and keep it for future reference.
- Ask us if you have any questions.

Contents

Here is a list of sections in this booklet to help you find what is important to you more easily.

Clause and Topic	Page
Terms and Conditions for the Grant Application Service	1
1. Terms	1
2. How to contact us	1
3. How we contact you	1
4. Recording calls	1
5. What to do if you have a complaint	1
6. Who can use the Service	1
7. Definitions	2
8. Who we are and the Service we are providing	2
9. We only accept instructions when we've checked them	2
10. Sometimes we are unable to provide the Service	3
11. Charges	3
12. Your legal right to change your mind	3
13. How to let us know and what happens next	3
14. You have rights if there is something wrong with the Service	3
15. Amendment of these Terms	3
16. Conflicts of Interest	3
17. We can end our contract with you	3
18. Our responsibility for loss or damage suffered by you	3
19. We don't compensate you for all losses caused by us or the Service	4
20. We use your personal data as set out in our Privacy Notice	4

Terms and Conditions for the Grant Application Service

1. Terms

These terms and conditions (“**Terms**”) govern each of the Grant of Probate and Grant of Letters of Administration service that Lloyds Bank Plc (the “**Bank**”, “**We**”, “**Us**” or “**Our**”) provide to you (the “**Service**”).

2. How to contact us

- a. If you have any queries please call the Estate Administration Support Team on **0800 0560171** (or **+44 (0)1733 286 482** if abroad). Lines are open Monday to Friday, 9am-5pm.
- b. Please ensure you have your unique reference number to hand when you call. You can find this number on the covering letter sent to you with the Service Pack.

3. How we contact you

We may contact you by post, email and telephone using the contact details you have provided on your application form.

4. Recording calls

- a. We may monitor or record the phone calls you make to us so that we can:
 - (1) check that the Bank has carried out your instructions correctly and is meeting its regulatory obligations;
 - (2) help detect or prevent fraud or any other crime, and
 - (3) help the Bank maintain and improve the quality of its services.
- b. You may request a copy of the recording for up to five years from the date it is made or up to seven years where the Financial Conduct Authority tell Us to keep it for that period.

5. What to do if you have a complaint

- a. If you have a complaint about the Service provided by the Bank, your first point of contact should be the person or office where the problem has arisen. If Our final response does not resolve the complaint satisfactorily, they may (depending on the circumstances of the claim) refer the matter to the Financial Ombudsman Service, Legal Ombudsman and/or ICAEW’s Probate Compensation Scheme.
- b. **Financial Ombudsman:** the Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with the Bank as relevant. Their website address is **www.financial-ombudsman.org.uk** or you can contact the Estate Administration Support Team on **0800 056 0171** for further information. Lines are open Monday to Friday, 9am-5pm.
- c. **Legal Ombudsman:** The Legal Ombudsman’s ability to deal with your complaint is dependent on the following factors:

- (1) you must refer the complaint to the Legal Ombudsman no later than: (i) six (6) years from the act/omission; or (ii) three (3) years from when you should reasonably have known there was cause for complaint; and
- (2) you must refer the complaint to the Legal Ombudsman within six (6) months of the date of our written response.

- d. Contact details for the Legal Ombudsman are as follows:

Telephone: **0300 555 0333**

Email: **enquiries@legalombudsman.org.uk**

Address: Legal Ombudsman, PO Box 6806,
Wolverhampton WV1 9WJ

- e. **ICAEW’s Probate Compensation Scheme:** In the unlikely event that We cannot meet Our liabilities to you, you may be able to seek a grant from ICAEW’s Probate Compensation Scheme. Generally, applications for a grant must be made to ICAEW within twelve (12) months of the time you became aware, or reasonably ought to have become aware, of the loss.
- f. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW’s website: **www.icaew.com/probate**

6. Who can use the Service

- a. There are two types of grant applications depending on your circumstances and that of the Estate:
- b. To use the Grant of Probate Application Service:
 - (1) you must be the person appointed in a Will to carry out the terms of the Will;
 - (2) you must be aged 18 or over;
 - (3) you must be dealing with an estate of someone who has died leaving a Will and who lived in England and Wales; and
 - (4) there must be no inheritance tax payable on the Estate.

OR

- c. To use the Grant of Letters of Administration Application Service:
 - (1) you must be the person appointed or willing to be appointed as an Administrator of a deceased person’s estate where there is no Will or where the executor is not willing or able to act;
 - (2) you must be aged 18 or over;
 - (3) you must be dealing with an estate of someone who has died and who lived in England and Wales; and
 - (4) there must be no inheritance tax payable on the Estate.

7. Definitions

Administrator	Any person(s) appointed or willing to be appointed as a personal representative in the Estate where there is a Will but no executor willing or able to act, or no Will.
Estate	A deceased person's estate including their money, property or other possessions.
Executor(s)	Any person(s) appointed in the Will to carry out the terms of the Will or any Administrator e.g. there is a Will but no Executor willing or able to act, or no Will.
Grant of Probate	A document issues by the court that gives someone legal authority to deal with a deceased's estate.
Letters of Administration	The authority to administer a deceased's estate where there is no Will.
Probate Registry	A section of HM Courts & Tribunal Service that issues legal documents to grant someone the authority to deal with a deceased's estate.
Service Pack	The pack of documents you have received including the application form and these Terms.
Statement of Truth	A written statement signed by the Administrator or Executor confirming the contents of their application are true.
Will	The will relevant to the Estate, including any codicil or other testamentary documents, and which expression shall include intestacy and the application of the intestacy rules where the deceased left no fully effective Will.

8. Who we are and the Service we are providing

- You can find everything you need to know about the Bank and the Service in the Service Pack or by contacting Us before you complete the application form.
- The Service is subject to these Terms, which you should receive together with the Service Pack. You will be bound by the Terms in the Service Pack once we have received a signed copy of the application form from you.
- You are appointing the Bank as your agent to extract Grant of Probate or Letters of Administration and you consent to Us appointing an appropriately licensed third party to extract the Grant of Probate or Letters of Administration on Our behalf. You will remain the Administrator or Executor of the Estate. This means that you continue to be responsible for the legal distribution of the assets of the Estate.

- The Bank is unable to provide any legal or financial advice as part of the Service. If you require legal or financial advice please contact Us, as one of Our other service offerings may be able to assist you and/or We may be able to introduce you to an appropriate third party.
- The Bank will rely on the information you have provided to the Bank as part of your application for the Service. You will be required to sign a Statement of Truth confirming that the contents of your application are true and accurate.
- The Bank will check that any forms you complete are completed in full, contain a signature and meet the requirements of the Service but the Bank will not validate any of the information contained in such forms.
- Once the Bank has submitted your application to the Probate Registry the timescales to receive the Grant of Probate or Letters of Administration will depend on His Majesty's Court and Tribunal Service. These may be subject to change for reasons that are outside of the Bank's control, including if further information is required from you. The Bank will endeavour to mitigate the impact of any delay but are ultimately not responsible for the delays that the Bank cannot control including a change to these timescales.
- The Service will end if the application for the Grant of Probate or Letters of Administration becomes contentious (meaning there is a dispute how the Estate is passed on to other people). In such event, We recommend that you seek independent legal advice. You will not receive a refund in the event there is a dispute and the Grant of Probate or Letters of Administration is not obtained. If you wish to use the Service once the dispute has been resolved, you will be required to pay the full amount of the then current charges.
- The Service will also end once the Grant of Probate or Letters of Administration has been obtained in your name. The Bank is not responsible for (and the Service does not cover) carrying out the terms of the Will and distributing or managing the Estate including any tax calculations that may be payable regarding the assets of the Estate. You will be responsible for completing your duties and responsibilities as an Executor or Administrator. You may wish to obtain independent tax advice to ensure you understand all possible tax implications. If you require legal or financial advice please contact Us, as one of Our other service offerings may be able to assist you and/or We may be able to introduce you to an appropriate third party.

9. We only accept instructions when we've checked them

We will proceed in accordance with your instructions once We have received and checked the completed documents contained in the Service Pack.

10. Sometimes we are unable to provide the Service

- a. Sometimes we are unable to provide the Service, for example, if you are not eligible for the Service, We are unable to verify your identity or age or if your application form is incomplete. When this happens, We let you know as soon as possible and where possible, We will assist you to remedy this issue. If We are unable to remedy this issue, We will refund any sums you have paid within fourteen (14) days from the date We confirm that We are unable to provide the Service.
- b. We may not be able to provide the Service to you if your circumstances change or there is inheritance tax payable on the Estate. You are responsible for the information you provide to Us and for calculating and paying any tax on the Estate. If your circumstances do change, We will work with you to determine whether you and/or the Estate is eligible for the Service or if you are eligible for another solution that We offer. We may not be able to refund any fees you have paid to Us if We provide the Service based on the information supplied to Us in your application form that subsequently changes and/or is incorrect.
- c. If you believe that the Service is no longer suitable for you or there are errors in your application or your details have changed, you must contact Us immediately.

11. Charges

We will charge you Our fee before We start the Service which will be after the cooling off period mentioned in the “Your legal right to change your mind” section below, unless you have asked Us to start the Service immediately or before the fourteen (14) day cooling off period. The fees for the Service are detailed in the covering letter sent to you with the Service Pack.

12. Your legal right to change your mind

Unless you have asked Us to begin the Service immediately, you have fourteen (14) days after the date We receive your completed application form to change your mind, but you lose the right to cancel any service when it’s been completed and you must pay for any services provided up to the time you cancel.

13. How to let us know and what happens next

If you change your mind during the fourteen (14) day cooling off period, please contact Our Customer Service Team as set out in Section 2 “How to Contact Us” and/or complete and return the cancellation form contained in the Service Pack. We will refund you as soon as possible and within fourteen (14) days of you telling Us you’ve changed your mind. We refund you by BACS directly to your bank account. We don’t charge a fee for the refund.

14. You have rights if there is something wrong with the Service

- a. If you think there is something wrong with the Service, please contact Us immediately.

- b. You have several options for resolving disputes with Us as set out in Section 5 “What to do if you have a complaint” and nothing in these Terms shall affect your legal rights if there is something wrong with the Service. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk

15. Amendment of these Terms

- a. We may amend these terms on giving reasonable notice to you if and when it is necessary or appropriate to do so in order:
 - (1) to comply with legal, fiscal or regulatory requirements;
 - (2) to rectify errors, inaccuracies or ambiguities;
 - (3) to take account of any corporate reorganisation within the Lloyds Banking Group of companies;
 - (4) to reflect alterations in the scope and nature of Service which we are able to provide to you under these terms and conditions in accordance with its systems capabilities, routines and administrative procedures and having regard to market practice and overall client demands.

16. Conflicts of Interest

- a. We have established a conflicts policy (a copy of which can be provided to you upon request) which may be revised and updated from time to time (the “Conflicts Policy”). The Conflicts Policy sets out how We seek to identify and manage material conflicts of interest. Such conflicts of interest can occur in the day-to-day business activities.
- b. If a conflict arises, this will be dealt with in accordance with the Conflicts Policy and may involve putting in place controls between the opposing sides of the conflict, appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate all the risks from a conflict of interest, we may disclose the general nature and/or source of conflicts to you prior to Us undertaking business.

17. We can end our contract with you

We can end Our contract with you for the Service and claim any compensation due to Us if you don’t, within a reasonable time of Us asking for it, provide Us with information, cooperation or access that we need to provide the Service, for example, any additional information required to support your application for Grant of Probate or Letters of Administration.

18. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way Our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

19. We don't compensate you for all losses caused by us or the Service

We're responsible for any losses you suffer that are caused by Us breaking this contract, unless the loss is:

- a. **Unexpected** – It was not obvious that it would happen and nothing you said to Us before We accepted your instructions meant We should have expected it (so, in the law, the loss was unforeseeable).
- b. **Caused by a delay event outside our control** – We will contact you as soon as possible and reduce such delay where reasonable practicable to do so.
- c. **Avoidable** – Something you could have avoided by taking reasonable action, including following Our reasonable instructions.
- d. **A business loss** – Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited including loss of profit, loss of business, business interruption or loss of business opportunity.

20. We use your personal data as set out in our Privacy Notice

How We use any personal data you give Us is set out in the document titled "Your personal data and Lloyds Banking Group" a copy of which is contained in the Service Pack.

- a. **You can only transfer your contract with us to someone else if we agree to this**

We may not agree to such transfer if the new recipient of the Service is not eligible or does not meet Our requirements for the Service.

- b. **Nobody else has any rights under this contract**

This contract is between you and Us (unless we transfer it as mentioned above). Nobody else can enforce it and neither of Us will need to ask anybody else to sign-off on ending or changing it.

- c. **If a court invalidates some of this contract, the rest of it will still apply**

If a court or other authority decides that part of these Terms are unlawful, the rest will continue to apply.

- d. **Even if we delay in enforcing this contract, we can still enforce it later**

A failure or delay by Us to exercise any right or remedy under these Terms does not mean we waive such rights or remedies and We may exercise any right or remedy at a later date.

- e. **You can go to court**

These Terms are governed by English law and wherever you live you can bring claims against Us in the English courts. You can also bring claims against Us in the courts of the country you live in and We can claim against you in the courts of the country you live in.

Find out more

☎ Estate Administration Service 0800 056 0171
(or +44 (0)1733 286 482 if you're abroad). Lines are open 9am-5pm, Monday to Friday. Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service. Calls from abroad are charged according to the telephone service provider's published tariff.

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use Relay UK. More information on the Relay UK Service can be found at relayuk.bt.com/

Important information

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN.
Registered in England and Wales No. 2065

Lloyds Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 119278.

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LLOYDS BANK