

### Clear channels for resolution if things go wrong

Clients and Members are encouraged to resolve matters of dissatisfaction informally. Although advisable, Clients do not have to resolve their dissatisfaction through the procedures under the Code and may pursue other options.

If a Client with a complaint wishes to follow the procedures under the Code, he must, in the first instance, make his complaint, in writing, to the Member.

Written complaints shall be acknowledged by the Member within 3 working days of their receipt (except when a Member is ill or is on holiday when they shall be acknowledged within 13 working days) together with a written commitment to send a formal, written, response within a further 20 working days.

When making a written response, the Member shall advise the complainant of how the matter can be referred to the Conciliation Service operated by the IPW or the Estate Planning Arbitration Service (EPAS).

Members must communicate with a representative appointed by the complainant

### A conciliation service is available if things cannot be easily resolved

Clients who have been unable to obtain satisfactory redress to their complaint through the Member's own internal procedure may refer it to the IPW or to The Estate Planning Arbitration Scheme (EPAS).

Full details of this service are available in the Code and application forms for complaints to be dealt with by the IPW can be obtained from the IPW.

### Estate Planning Arbitration Scheme (EPAS)

Clients who have been unable to obtain satisfactory redress through the Member's internal complaints procedure or the IPW Conciliation Service or elect not to pursue the complaint through the IPW may refer their complaint to the EPAS.

The EPAS can be contacted by writing to:

**IDRS Limited, 12 Bloomsbury Square, London WC1A 2LP**

Details of the EPAS can be obtained from the IPW. An application form to refer the complaint to the EPAS is available from the IPW.

### Channels of redress for other parties

Beneficiaries, disappointed beneficiaries, attorneys or personal representatives who wish to make an allegation of negligence against a Member should do so to his business address and in writing.

### We check to ensure that our Members' clients are happy

Clients can complete an on line satisfaction survey or else obtain from the Member (or the IPW) a paper version in which they can comment on the service that they have received.

# Institute of Professional Willwriters

## Client Guide



**Professional • Ethical • Competent**

Members of the Institute of Professional Willwriters (IPW) have chosen to join the Institute because they wish to operate to the highest standards within the profession.

Despite the lack of government regulation of Willwriting, IPW members have voluntarily studied, passed an entrance examination and undertake a yearly quota of training in order to keep abreast of new legislation and developments within the profession.

For the protection of their clients, IPW members have subscribed to an internal, voluntary Code of Conduct since 1997 and maintain Professional Indemnity Insurance of at least £2million for every case.

Regardless of any 'small print' or formal procedures, IPW members aim to exceed the expectations of every one of their clients. Should this not be the case, then they wish to know and have the opportunity of correcting any deficiencies or misunderstandings. In the event that this does not transpire, then the IPW will offer every assistance to any client in obtaining satisfaction, including, if it should become necessary, the disciplinary procedures of the Code of Practice.

This Client Guide is a summary of the Code of Practice ('the Code') operated by the IPW for the benefit of its members and their clients.

Copies of the Code of Practice can be obtained free of charge

by downloading from [www.ipw.org.uk/code](http://www.ipw.org.uk/code)

or by telephoning the IPW on **08456 442042**

or by writing to:

**Institute of Professional Willwriters  
Trinity Point, New Road, Halesowen. B63 3HY**

The Code of Practice is available free of charge in audio format from the above.

All instances of non compliance with the Code of Practice by a Member must immediately be brought to the attention of the IPW.

The Code covers the provision of the following documents and services by Members of the IPW and any advice given in relation to the following;

- Wills or other testamentary instruments
- powers of attorney
- advance directives/advance decisions/living wills
- an agreement not intended to be executed as a deed
- advice (but not the drafting) of documents executed as a deed
- the storage of the above documents
- administration of estates

### Long-term protection and management of documents stored

Members shall provide for the return of all documents held on behalf of Clients on written request of Authorised Persons (or their appointee) to an address of their choosing. In the case of a power of attorney 'Authorised Persons' means: The Client (provided that the Member believes he has capacity) or his attorneys acting under the terms of the document. In the case of all other documents 'Authorised Persons' means the Client or his attorney acting under the terms of the power of attorney or, providing the application is accompanied by the client's death certificate, all of his personal representatives who have not renounced or reserved power or in each case their attorneys. Members shall satisfy themselves of the identity of any Authorised Person who is not the Client before releasing any documents to them.

Any fees charged for complying with the above provisions shall not exceed one year's fee for storing the documents or the actual cost incurred by the Member, whichever is greater. Where a charge is made, the Member shall also provide for the free collection of all documents held on behalf of a Client from the Member's business premises on written request from Authorised Persons.

Before returning any documents held in storage Members shall be entitled to recover any fees in arrears and the cost of delivery.

### High standards for administering the estate of someone who has died

Client money shall be held either in accordance with the Solicitors Accounts Rules 1998 or in an interest bearing 'client account' in the name of the administrators of the estate. Money must not be transferred from one client account to another. Interest paid on client money shall be treated as income of the estate unless it is less than £25.

Unless agreed with all of the deceased's personal representatives or all of the residuary beneficiaries capable, a Member shall not deduct his fees from money held on behalf of an estate until he has received their approval of estate accounts.

Before accepting estate administration work a Member shall give the executor(s) or the residuary beneficiaries or the administrator(s) an estimate in writing of the timescale for completing the work – and shall notify them in writing within 7 days of becoming aware of any increase in this timescale and the reasons for it.

### Introduction of other Products or Services

When a Member introduces products or services outside of the scope of the Code, whether by himself or through a third party, he shall advise the Client that the provision of such services are not covered by the Code and how the delivery of such services are regulated, if at all.

When a Member receives a commission or other benefit (either directly or indirectly) from a third party he shall declare the level of such commission or benefit received to the Client on receipt of their written request.

- A statement that it is mandatory for Members to comply with the Code and details of where copies of the Code can be obtained and that any instances of non compliance with the Code should be brought to the attention of the IPW.
- Statements for the Client to give consent for their details to be passed to the IPW to enable it to monitor compliance with the Code and to test levels of Client satisfaction with the Member's service, and/or for any information about him to be passed to third parties who offer services that may benefit the Client.
- Details of how the Client can complete a survey to help the Member to improve their business.

### **Avoiding fraud by impersonation and Money Laundering**

Members shall obtain evidence of the full name, residential address and date of birth of every Client. Under no circumstances shall Members knowingly take instructions from a third party.

### **Protecting Client's money if they pay in advance**

Members who require any payment to be made in advance for products or services are required to take part in a prepayment protection scheme to the satisfaction of the IPW, who can be contacted to confirm that a Member is part of such a scheme.

In making any refunds from payments made in advance, the Member must not deduct any charges or fees that are not referred to in the Letters of Engagement or the fees list and shall make refunds promptly.

### **Making Clients aware of the risk of incorrectly signed and witnessed documents and trying to avoid this happening**

Clients should be encouraged to have attestation of their documents supervised and such a service must always be offered at no extra cost to Clients who are arranging documents that are not updates to existing documents. Members can choose to provide this service at their business premises.

Clients may require the Member to provide an attestation service at the location where instructions were taken. In this event a charge may be made by the Member. Unless otherwise agreed, the Client is responsible for finding suitable witnesses.

When supervised attestation is declined by Clients, they must be advised in writing of the importance of correctly attesting such documents and the consequences of incorrect attestation, provided with written instructions on the correct attestation procedure and provided with a service by post (at no cost to the Client) to check that their documents appear to have been attested correctly.

### **Making sure Clients are aware when Members limit their own risks**

When a Member prepares a document which appoints an executor and/or trustee who can charge for their services and the document also contains a clause which limits the liability of that executor and/or trustee then the member shall confirm to the Client, in writing, the consequences of that clause.

### **Members are required to keep their expertise up-to-date**

The IPW issues every member with a Certificate of Professional Development every year confirming the subjects in which they have been trained. Members must not take any part in the provision of products or services for which they don't hold a Certificate of Professional Development or which are beyond their competence.

### **Members must have the highest standards in their business**

Members shall assist Clients in making informed and balanced decisions, shall not intimidate, harass or otherwise pressure Clients and shall not refuse the provision of products or services on the grounds of a Client's sex, race, colour, ethnic origin, religion, belief, age, disability or sexual orientation or transgender status.

Members shall comply with the requirements of the Telephone Preference Service (TPS), Mailing Preference Services (MPS), Fax Preference Service (FPS) and any relevant code of advertising and statutory requirements.

Members shall not knowingly contact anyone named in any document unless it is required for the Member to fulfil their contractual obligations to the Client, or the Client has agreed (ideally in writing) for the Member to do so, or the Client has died and executors and/or beneficiaries are being notified. In any event the provisions of the previous paragraph shall be complied with.

Where VAT or other taxes are applicable, any prices quoted in advertising must include such taxes or specify the amount of tax, or clearly indicate that they are subject to tax at the prevailing rate. Where Members advertise products, services or solutions to problems, accompanying prices should be the full amount the Client might reasonably expect to pay for providing the product, service or solution.

Members shall take the necessary effort and time to ensure that vulnerable Clients understand all aspects of any product or service they propose to provide. Members shall be particularly careful not to take advantage of vulnerable Clients by inducing them to make an inappropriate decision.

### **Members must help Clients make their own informed choices**

Members shall establish that the Client is acting freely, without coercion or undue influence and with sufficient understanding of the product or service to make an informed decision. If a Client cancels a product or service, the Member must satisfy themselves that the cancellation is the Client's free choice and without coercion.

Unless agreed with the Client, when preparing a Will, Members must determine the financial position of the Client, including any Inheritance Tax liabilities on death, his obligations to family and dependants and his wishes for the distribution of his estate.

Members must not assist Clients in any activity for which the Client does not have the necessary capacity.

Members shall explain to the Client's satisfaction any document provided by the Member. Clients can decline any documents not explained to their satisfaction and be entitled to a refund of any fee paid for the document and for any other advice or

documents that would have no value without the declined document. Clients may be required to return all versions of such documents, and/or agree to enter into an agreement not to execute any reproduced document based on that declined.

Members shall not make the appointment of themselves or their firm or anyone else connected to them as an executor a condition of accepting instructions.

Members must take instructions from a Client face-to-face, unless it is to make updates or amendments to an existing document or unless the limitations of the proposed method of communication have been fully explained in writing.

Members must not take Will instructions from a Client which give the Member (or their relative or partner) a disproportionate benefit or give the Member (or their relative or partner) any benefit and where a person who has a right to expect provision to be made is excluded or inadequately provided for.

### **Members must provide clear cancellation rights**

Before he has any liability to the Member, the Client must be provided with the following information:

- Details of the maximum period after the Letters of Engagement have been agreed by the Client in which the Client has the right to cancel all or part of the transaction without any fees becoming payable for any parts cancelled. This must not be less than 7 working days after the Letters of Engagement have been signed, or 7 days after instructions are first taken from the Client, whichever is later.
- Details of any fees that will become payable or how they will be calculated, if a Client cancels all or part of a transaction after the maximum period.
- Details of how and where a Client can give notice of any cancellation. If the terms of providing the cancellation are not complied with the Member can decline to accept the cancellation.
- That cancellations will be acknowledged in writing within 10 working days of the date of receipt of notice of cancellation along with any refund due.
- Confirmation that if the Member cancels some or all of a transaction for any reason, the Client will receive immediate notice in writing, along with a refund of any fees due for the cancelled part of the transaction, and for any other advice or documents that would have no value without the cancelled part of the transaction. In such circumstances, the Client may, within 5 working days of receiving such written notice from the Member, cancel the whole transaction and receive a full refund of any fees paid.

In order to proceed more quickly, a Client can agree that any, or all, of the work requested can start before the end of the maximum cancellation period. In doing so, the Member should obtain separate acknowledgement from the Client in writing that he agrees his right to cancel that part of the work without charge ends when it is mutually agreed that such work has started.

Members shall not harass clients who exercise their cancellation rights.

### **Members must provide all Clients with Letters of Engagement**

Letters of Engagement must be agreed by the Client before they have any liability to the Member and before any fees are collected. The Client shall be provided with a copy of the agreed Letters of Engagement.

Letters of Engagement must include ALL of the following:

- Name(s) (or job title(s)) and telephone number(s) with whom any issues should be raised.
- Trading name and address. If any payments are required in advance, the geographic trading address of the Member's business must be provided.
- Full details of all fees or how fees will be calculated.
- A statement that the Client is under no obligation to take and pay for any additional products or services.
- Details of the maximum period in which the Client has the right to cancel all or part of the transaction without any fees becoming payable.
- Details of the service supervising the signing and witnessing (attestation) by the Client of documents produced by the Member.
- Confirmation of the amount of Professional Indemnity Insurance cover to cover claims for negligence on the part of the Member or anyone acting on his behalf and the amount of Public Liability Insurance to cover claims for damage and the consequences of damage caused by the Member or anyone acting on his behalf.
- Confirmation of how long client files will be retained by the Member .
- The timescales within which the Client can expect completion of any work instructed. With the exception of the administration of estates, and unless otherwise agreed by the Client, documentation shall be ready for signing and witnessing by, or on behalf of the Client not more than 10 working days after the Client has provided all the information required to produce the documentation. If a Member intends to send draft documentation for approval by the Client, the timescale for dispatching it shall not be more than 7 working days after the Client has provided all the information required to produce the draft documentation and the completed documentation shall be ready for attestation by the Client not more than 5 working days after the Client has approved the draft documentation.
- Confirmation that if the Client has provided all the information required to complete the transaction and the timescales agreed with the Client are not met the Client can cancel the contract and obtain a full refund of any fees paid or a credit of those due, or renegotiate the contract.
- Confirmation that if the Member does not correct any error or omission made by him without charge within 15 working days of written notice by the Client, the Client may have any correction done elsewhere and that any resultant reasonable cost incurred will be borne by the Member.
- Details of any customer service and support provided to Clients – which must be provided for a minimum of 20 days following the date when documents are available for attestation.
- Details of the existence of the Members 'In House' complaints procedure, the Conciliation Service provided by the IPW, the Estate Planning Arbitration Service (EPAS) and how they can be accessed and that the client can seek other forms of redress instead, or as well.