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YOUR REF

OUR REF ALW/ph/SNO0011

DATE 22 December 2020

Dear Phillippa

RE: [REDACTED]

I write further to your letter of 20 November, addressed to my colleague Paula Hunt and I also refer to our subsequent telephone discussion of 07 December.

I note that you require certain additional information regarding my Client's entitlement to death grant and I have now obtained the additional information and documentation which enables me to set out the position, as my Client sees it.

Attached to this letter is a copy of the inquest report and death certificate relating to the late Mr [REDACTED] together with a copy of his last Will and Testament and a letter of explanation, both of which are dated 11 June 2018.

So far as the points raised in your letter of 20 November are concerned, then my Client has instructed me to respond to the points that you have raised regarding the discussions between this firm and Beck's Solicitors on behalf of the respective parties.

1. It has never been agreed by my Client that she would effectively forgo her entitlement to death grant, since my Client has always assumed that she would receive this as the lawful widow of the deceased.
2. We enclose herewith, a copy of the original Consent Order entered into between the late Mr [REDACTED] and his former wife and the Variation Order that was made by the Bradford County Court on 19 August 2019. We believe that this is significant in that it clearly states that the deceased's obligation to pay maintenance will terminate upon the children ceasing their fulltime secondary education or at the age of 18. We believe that in the case of [REDACTED] and [REDACTED] this has already happened and that in the case of [REDACTED] the requirement to pay maintenance will cease upon or about 10 August 2022. We can confirm that at the date of his death, the deceased was paying a monthly payment for the benefit of [REDACTED] in the sum of £300.00

3. Our Client considers that the pension payment that is now paid for the benefit of [REDACTED] effectively replaces the maintenance payment that was being paid by the deceased in his son's favour.
4. Although the Solicitors representing [REDACTED] intimated earlier this year that they were intending to make a claim against the estate, no such claim has been forthcoming, and this firm was advised on 07 October that Beck and Co Solicitors were archiving their papers.
5. We are instructed the deceased former wife became entitled upon his death, to the sum of £50,000 from an insurance policy which had been maintained since the deceased separated from his former wife, this goes to provide benefit to the children in the event of his death.

The above is to be contrasted with our Client's own position, which is, that notwithstanding the position of the attached Will and particularly the gift of residue at paragraph 8, our Client has effectively been left with no capital and a limited income situation.

In the circumstances, I would be grateful if the attached evidence and the contents of this letter could please be considered by the Pension Fund Trustees and your lawyer and I look forward to hearing from you in due course.

Yours sincerely

Alan L. Ware
Alan L Ware

Fitzgerald-Harts