



Understanding the Inheritance (Provision for Family and Dependants) Act 1975

A short guide to how claims against an estate work in England and Wales

Why this matters

In England and Wales, you generally have testamentary freedom. That means you can decide who inherits when you die. However, that freedom is not absolute. The Inheritance (Provision for Family and Dependants) Act 1975 (the “1975 Act”) allows certain people to ask the court for financial provision from an estate if they believe the Will (or the rules of intestacy) fails to make reasonable financial provision for them.

A Will can reflect your wishes, but no professional can guarantee that a claim will not be brought. The aim is to reduce risk and make your plan coherent and defensible.



1. Who can make a claim?

The 1975 Act sets out who may be eligible to apply to the court. The categories commonly include:

- A surviving spouse or civil partner (including some judicially separated spouses/civil partners).
- A former spouse or former civil partner who has not remarried or formed a new civil partnership (and where the circumstances allow a claim).
- A person who lived with the deceased for at least two years immediately before death as if they were married or civil partners.
- A child of the deceased (including adopted children and children conceived but not yet born at the date of death).
- A person treated by the deceased as a child of the family (which can include some stepchildren in the right circumstances).
- Any person who was being maintained, wholly or partly, by the deceased immediately before death (maintenance can be money or money's worth).

2. Time limit

A claim is usually issued within 6 months of the Grant of Probate (or Letters of Administration). The court can extend time in limited circumstances, but you should not rely on that.

3. The court's two-stage approach

In broad terms, the court considers:

1. Stage 1: Has the estate made reasonable financial provision for the applicant?
2. Stage 2: If not, should the court make an order, and if so, what order and in what form?

Two practical points follow from this. First, receiving nothing does not automatically mean a claim will succeed. Secondly, the court looks at the facts as they are at the hearing, not only at the date of death. Values and circumstances can change.

4. What counts as "reasonable financial provision"?

The standard depends on the relationship between the applicant and the deceased.

- Surviving spouse / civil partner standard:

For a spouse or civil partner, provision can be what is reasonable in all the circumstances, and it is not limited to "maintenance". The court may compare it with what might have been awarded on divorce.

- Maintenance standard:

For most other applicants, the provision is usually limited to what is reasonable for maintenance. Maintenance is fact-specific. It is more than bare subsistence, but it does not automatically include everything a person would like to have.

5. "No-contest" (forfeiture) clauses

Some Wills include a clause that says if a beneficiary challenges the Will or brings a 1975 Act claim, their gift will fail. This does not stop a claim being issued. However, it can change the risk calculation for a beneficiary who is already receiving something under the Will.

Call-out: These clauses are not appropriate in every case. They need careful drafting and should be considered alongside the overall dispute risk.

6. Practical guidance if you are excluding someone

People often ask how to stop a claim. Unfortunately, there is no guaranteed method other than making provision that the court would regard as reasonable. However, you can often reduce risk by planning carefully.

- Avoid ambiguity. Clear drafting is one of the strongest dispute-reduction tools.
- Make your plan coherent across your Will, property ownership, pensions and life insurance.
- If appropriate, leave a carefully written Letter of Wishes explaining your reasoning (kept alongside the Will).
- Where vulnerability or safeguarding is the concern, explore controlled provision rather than an all-or-nothing approach.
- Choose executors who can stay calm and handle communication professionally if tensions arise.

If you are considering a deliberate exclusion, we can guide you through a structured process to keep the plan clear, consistent, and proportionate to the risk.

General information only. This handout is not legal advice and is not a substitute for tailored guidance on your circumstances.