

September 26, 2016

## UPGRADE NOTICE


Will Builder Version 18.2B is now available for upgrade. This release includes new and modified clauses, an updated version of the Wills Information Form and other enhancements and fixes.

### Changes to Master Clauses

After upgrading to Version 18.2B, the new and revised clauses will be automatically loaded into the application, as long as you have not made any changes to these clauses.

If you or someone in your firm previously modified any of the relevant clauses, the changes made by Do Process **will not overwrite these clauses**. [Click here](#) for instructions for identifying modified clauses in Will Builder and requesting updates.

**It is strongly recommended that you [review the text of the clauses](#) to ensure they serve your purpose.**

To access the clauses in Will Builder, go to  **Tools** > **Master Clauses**. Select the appropriate category in the left panel to display related clauses in the right panel.

Master Clauses

**Categories**

- Include\* Clauses
- Administrative Powers
- ⊕ Appoint Executors, Guardians & Attorneys
- ⊕ Disposition Clauses
- Interpretation
- Misc. Will Clauses
- ⊕ Powers of Attorney
- Trusts

ID	Name of Master Clause
161	Administrative Powers - Preamble
155	Alternate Beneficiary - Preamble
136	Charitable Gift - Addendum re Purpose
135	Debts, Funeral Expenses & Taxes
226	Designations - Loop
203	Division into Collapsible Parts - Loop
157	Gift Over - Addendum
158	Residue (Discrete Share) - Preamble
151	Residue Setup
187	Residue Setup - Alternate or Common Disaster
162	Staged Distribution (among testator's children) - Loop

Include Clauses are not accessed directly from a dialog, but are incorporated by reference into another clause.

## Modified Clauses

In December 2015 we provided new and modified clauses to take into account the changes to the [Income Tax Act](#) affecting estates, testamentary trusts and beneficiaries which came into effect January 1<sup>st</sup>, 2016. In Version 18.2B we have modified the Vesting, Home Trust, Spouse Trust and Gift to Charities clauses. Click the links to see the changes.

- [Spouse Trust](#)
  - To support this clause, the checkbox named **Select for GRE clause** must be activated.

- [House Trust](#)
  - To support this clause, the checkbox named **Select for GRE Clause** must be activated.
- [Vesting Clause](#)
- [Gift to Charities](#)


### New Clauses

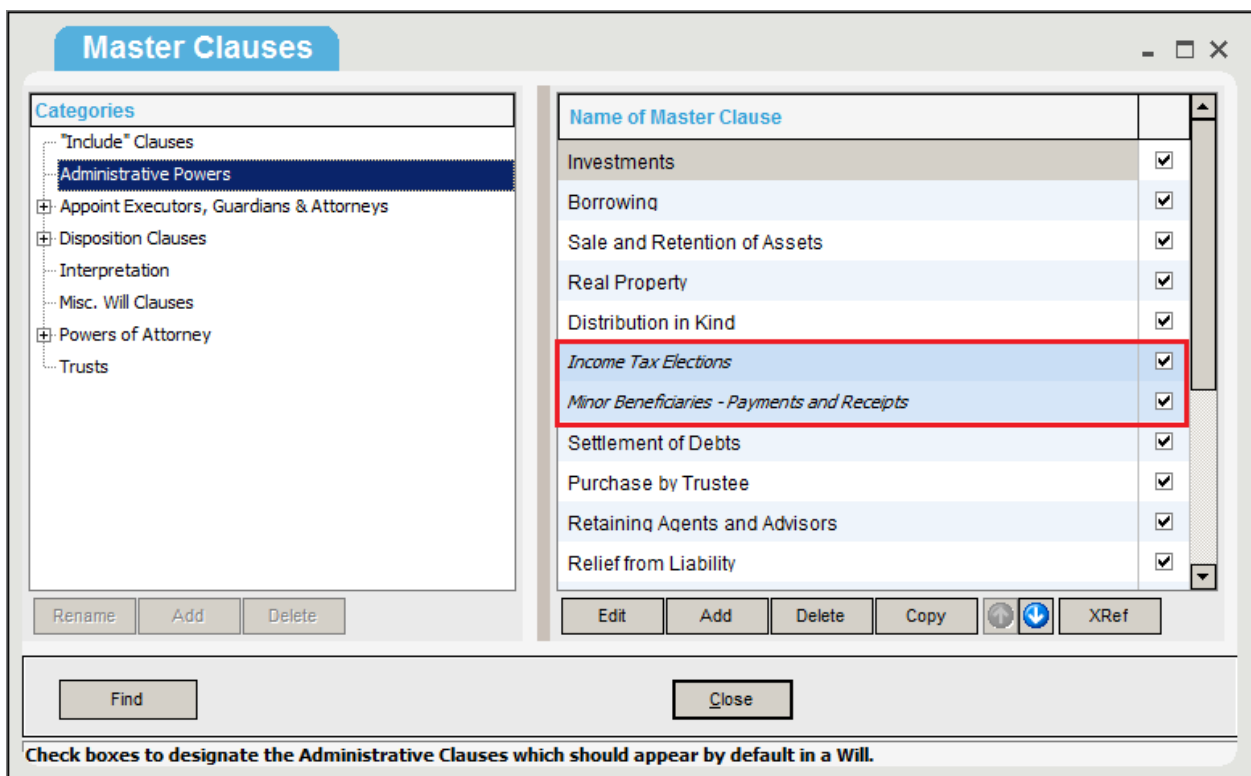
The following clauses have been added to the **Interpretation** category:

- **Suits by Beneficiaries Clause**, which contains the following text:
  - If any beneficiary commences any litigation in connection with any of the provisions of my Will other than for any necessary judicial interpretation thereof or for the assistance of the Court in the course of administration, all benefits to which such person would have been entitled shall immediately cease. I direct that such benefits so revoked shall become part of the residue of my estate to be distributed as if such person had predeceased me and have left no issue surviving me.
- **Disinheritance Clause**, which contains the following text:
  - I acknowledge that I have not provided for <<*name of the parties being disinherited*>>. This is not an oversight on my part.

## Revising Clauses Previously Changed in Your Firm

If you changed any of the modified clauses described above and wish to retain your changes and add the modified text, please go to the \Willbuilder\Data folder, locate the CLAUSES.WB.DAT, CLAUSES.WB.BLB and CLAUSES.WB.IDX files and send them to [inquiries@doprocess.com](mailto:inquiries@doprocess.com). We will update the clauses for you, according to your specifications.

You can recognize clauses that have been changed for your firm as they are *italicized* in the **Master Clauses** box (accessed by clicking  **Tools** > **Master Clauses**. Select the appropriate category in the left panel to display related clauses in the right panel).



Name of Master Clause	
Investments	<input checked="" type="checkbox"/>
Borrowing	<input checked="" type="checkbox"/>
Sale and Retention of Assets	<input checked="" type="checkbox"/>
Real Property	<input checked="" type="checkbox"/>
Distribution in Kind	<input checked="" type="checkbox"/>
<i>Income Tax Elections</i>	<input checked="" type="checkbox"/>
<i>Minor Beneficiaries - Payments and Receipts</i>	<input checked="" type="checkbox"/>
Settlement of Debts	<input checked="" type="checkbox"/>
Purchase by Trustee	<input checked="" type="checkbox"/>
Retaining Agents and Advisors	<input checked="" type="checkbox"/>
Relief from Liability	<input checked="" type="checkbox"/>

Check boxes to designate the Administrative Clauses which should appear by default in a Will.

## General Enhancements

**New Version of the Wills Information Form** – Question #30 labelled **Any online accounts/digital assets?** has been added to the Wills Information Form. This section includes items related to online accounts, transferring information stored digitally and digital assets of financial value.

- Follow the directions below to import this Master Document. It is strongly recommended that you make a backup of the existing Masters folder (located at **C:\WILLBUILDER\MASTERS**, where **C** may be replaced by the letter for another drive).
  1. Upgrade **Will Builder** to version 18.2A (see the upgrade instructions below).
  2. Log in as a regular user.
  3. Click **Updates > Import selected master documents from DPS\_MAST.ZIP**.
  4. In the **Import Selected Master Documents** box, click **\$INCLUD\$**.
  5. Check **Information Sheet.doc** (for Word users) or **Information Sheet.wpd** (for WordPerfect users), click **Proceed (F2)** and confirm the import.
  6. Once imported, the document is accessed from **Tools > Wills Information Form**.

**Compatibility with Microsoft® Word® 2016 and Microsoft® Windows® 10** – Will Builder is now compatible with Microsoft Word 2016 and Windows 10.

**Improved Functionality for Guardian and Attorney in Parties Topic** – When assigning guardian and/or attorney roles in the **Parties** topic, the process has been modified so it more closely resembles the assignment process already provided in Document Production.

**Improved Display of Specific Gifts** – In the **Disposition** topic, a **Specific Gift** disposition with a long name appears in the required column, without running into the next column(s).

**Header for Affidavit of Execution** – When the **Affidavit of Execution** clause was manually edited in a previous version of **Will Builder**, the header appeared on the wrong page. In this version, the header appears on the last page with the Affidavit of Execution of Will.

### How Do You Upgrade?

All users must log out of Will Builder during the upgrade. Then the Default user goes to **Configuration > Live Upgrade > [Check for Update]** and follows the installation directions.

If you require further assistance, contact the Customer Service Centre at [inquiries@doprocess.com](mailto:inquiries@doprocess.com) or 1.866.367.7648.

## Details of Clause Changes

The following table contains details of the changes made to clauses in version 18.2B:

Category > Clause	Changes	Notes
<p>“Include” Clauses &gt; Vesting Clause</p>	<p>Notwithstanding <b>anything in this my Will or</b> any statutory or common law to the contrary, <b>during any period that my estate might otherwise qualify as a graduated rate estate within the meaning of section 248(1) of the Income Tax Act, as amended,</b> my [Trustees/Estate Trustees] shall be entitled to maintain my estate for the purpose of electing to treat my estate as a graduated rate estate within the meaning of the Income Tax Act for all or any part of the thirty-six months following my death during which such election is possible, and neither my Trustees nor my estate shall be liable to any beneficiary of my estate or of any separate share or trust of my estate, for interest, cost or loss whatsoever for not having made a distribution or payment or not having established any separate share or trust of any part of my estate pursuant to the terms of this Will during the period that my Trustees have elected to treat my estate as a graduated rate estate as aforesaid, provided that nothing in this Paragraph shall limit any direction or authority given to my Trustees to make any distribution or payment or establish any separate trust of any part of my estate at any particular time. <b>For greater certainty, none of the administrative provisions of this my Will, including in particular any credit facilities provided for in this my Will, shall authorize or empower my Trustees to act in a manner which may jeopardize my estate from qualifying as a testamentary trust in accordance with the definition provided for in subsection 108(1) of the Income Tax Act or any successor section thereto and more particularly in this regard my Trustees are prohibited from carrying out any act (through commission or omission) which may result in my estate incurring a debt or any other obligation owed to, or guaranteed by, a beneficiary of my estate or any other person or partnership with whom any beneficiary of my estate does not deal at arm's length, other than as permitted in subsection 108(1) of the Income Tax Act or any successor section thereto.</b></p>	<p>This clause will appear before the current Disposition clause.</p>

Category > Clause	Changes	Notes
Trusts > Spouse Trust	<p>Notwithstanding any other provision in this my Will or any common law rule regarding the ordinary time for administration and distribution of an estate, my Trustees shall have the power and authority to maintain my estate as a graduated rate estate within the meaning of the Income Tax Act until such date (the "Division Date") as my Trustees may determine, and to defer the transfer or payment of any gifts set out in my Will, or the establishment of any trust created by my Will, until the Division Date. For the purposes of this Paragraph [x] of my Will, the term "Division Date" shall mean the third (3rd) anniversary of the date of death of the last to die of me and my spouse [name], or such earlier date not preceding the date of death of the last to die of me and my spouse [name], as the Trustees in their absolute discretion determine.</p> <p>Until the Division Date, my Trustees shall keep invested and reinvested the residue of my estate and shall deal with the residue of my estate as hereinafter in this Paragraph [x] of my Will provided.</p> <p>During the lifetime of my spouse [name], my Trustees shall [set out provisions here for setting up spousal trust]</p> <p>During the lifetime of [my spouse] my [Trustee(s)] shall pay to or apply for the benefit of [my said spouse] the annual net income in such monthly, quarterly, or other periodic payments as my [Trustee(s)], in their absolute discretion consider advisable. My [Trustee(s)] may at any time or times pay to or apply for the benefit of [my said spouse] any amount of the capital of the residue of my estate as my [spouse] in their absolute discretion consider appropriate. My [Trustee(s)] [is/are] expressly relieved of any duty to maintain an even hand among beneficiaries in respect of the investment management of the residue of my estate and shall be entitled to adopt an investment policy that favours [my spouse] at the expense of the residuary beneficiaries.</p> <p>After the date of death of the last to die of me and my spouse [name], and until the Division Date, my Trustees shall pay or apply the annual net income derived from the residue of my estate to or for the benefit of any one or more of and to the exclusion of any one or more of my issue living from time to time in such proportions, in such manner and on such terms, trusts and conditions as my Trustees in their absolute discretion determine. In addition, until the Division</p>	<p>This clause will appear for the Spouse Trust when the <b>Select for GRE clause</b> is selected.</p>



Category > Clause	Changes	Notes
	<p>Date, my Trustees shall have the power at any time or times to pay to or apply for the benefit of any one or more of and to the exclusion of any one or more of my issue living from time to time such amount or amounts out of the capital then remaining of the residue of my estate as my Trustees in their absolute discretion may determine. Without limiting the generality of the foregoing, until the Division Date, no beneficiary shall have the legal right to enforce payment of an amount out of the annual net income derived from the residue of my estate until the Division Date.</p> <p>On the Division Date, my Trustees shall deal with the residue of my estate or the part thereof then remaining in the following manner [add appropriate dispositive provisions].</p>	
Trusts > House Trust	<p><del>Notwithstanding any other provision in this my Will or any common law rule regarding the ordinary time for administration and distribution of an estate, my [Trustee] shall have the power and authority to maintain my estate as a graduated rate estate within the meaning of the Income Tax Act until such date (the "Division Date") as my [Trustee] may determine, and to defer the transfer or payment of any gifts set out in my Will, or the establishment of any trust created by my Will, until the Division Date.</del></p> <p>For the purposes of this Paragraph of my Will, the term "Division Date" shall mean the third (3rd) anniversary of the date of my death <del>of the last to die of me and [name]</del>, or such earlier date <del>not preceding the date of death of the last to die of me and [name]</del> as the [Trustee(s)] in [his/her/their] absolute discretion determine.</p> <p>Until the Division Date, my Trustees shall keep invested and reinvested the residue of my estate and shall deal with the residue of my estate as hereinafter <del>in this Paragraph of my Will</del> provided.</p> <p><del>During the period between the date of my death and the Division Date, my [Trustee(s)] may accumulate the net income derived from my estate and add it to the capital thereof, or may from time to time distribute all or any part of such net income to the person or persons who would be entitled thereto if the Division Date occurred on the date of such distribution. My [Trustee(s)] shall not be liable</del></p>	This clause will appear for the House Trust when the <b>Select for GRE clause</b> is selected.

Category > Clause	Changes	Notes
	<p>to any beneficiary of my estate or of any trusts created herein for nay interest, cost or loss whatsoever for deferral of the distribution of my estate or payment pursuant to the terms of this my Will for a period of up to 36 months after the date of my death.</p>	
<p>Interpretation &gt; Gifts to Charities</p>	<p>My Trustees are directed to make charitable donations of property acquired by my estate on and as a consequence of my death, or property substituted therefor, within 60 months following the date of my death to such qualified donees under the Income Tax Act as may be selected by my Trustees in an amount sufficient to entirely offset the Canadian income tax liability incurred by myself in my terminal year and the one preceding taxation year (collectively "Tax Liabilities"). My Trustees shall have full discretion to select qualified donees which may include but are not limited to [list of charities or other qualified donees if desired], as well as the amounts donated to each qualified donee. The total cumulative donations made pursuant to this bequest shall be as close as is practically possible to the amount required to fully offset the Tax Liabilities.</p>	<p>Appears above the standard paragraph for this clause.</p>