

mirror wills and powers of attorney

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Every effort has been made to ensure that the information provided is accurate, but information may become outdated as legislation and new government announcements are made. Individuals must not rely on this information to make a financial, investment or legal decision as it does not take into account their personal circumstance.

Before making any decision, we recommend you consult a licensed adviser or legal practitioner to take into account your particular objectives, circumstances and individual needs.

What is a mirror document?

Mirror documents are two separate documents that are virtually identical with each other.

In essence, the terms in both documents are the same, with just the names being changed.

An example of the most common reason for mirroring documents is to keep the terms consistent between spouses. For example, each spouse has their own will. Both wills are identical to each other by leaving everything to each other with the same terms, and upon both of their deaths, the children inherit the assets.

Why make a mirror will or power of attorney?

Drafting mirror wills and powers of attorney are beneficial for couples who wish to leave their estate and have their assets controlled in the same manner.

This usually results in less conflicts when the estate is administered, and the documents can be cheaper to prepare as the creating the additional mirrored document requires significantly less work to produce.

Are there any problems with mirror wills?

You can make a new will or amend your current wills at any time while you have mental capacity to do so. This means there is no definite protection from a person changing their will upon the death of their spouse. This new will may leave assets from your estate to a party not of your choosing.

“Mutual wills” are often seen as a way around this. Mutual Wills set out the terms of your agreed will with your spouse and creates a legally binding contract on you and your spouse to be unable to change your will in the future (including if you die).

Mutual Wills may only be amended or cancelled with both parties’ consent which can be problematic when one spouse has passed away and there is a genuine need to change the terms of the surviving spouse’s will.

This can create significant and costly issues and as such, specialist advice should be sought about drafting mutual wills.

