

Will Created Using Software Backfires on Amateur Preparer
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People often wonder whether they would be taking a risk by using a computer software program to create their estate planning documents, rather than consulting with a qualified attorney. A recent case in Washington State shows how relying on software can produce unforeseen legal complications. *Woodard v. Gramlow* (Wash. Ct. App., No. 22039-7-III, July 8, 2004). *unpublished opinion*

Charlene Young had a life insurance policy that named her half-sister, Jacqueline Gramlow, as the beneficiary. In June 1998, using a legal software program she had obtained, Ms. Gramlow helped Ms. Young prepare three documents: (1) Ms. Young's will; (2) an attachment; and (3) a living trust. Ms. Gramlow was not a trained legal advisor. The attachment was titled "Instructions to my executor: Jacqueline B. Gramlow" and it provided that the proceeds of the life insurance policy should be used to pay funeral costs and other debts normally paid by an estate.

Following Ms. Young's death, the court removed Ms. Gramlow as executor and appointed a new personal representative for the estate. This new personal representative asked the court to interpret the estate planning documents that Ms. Gramlow had prepared and Ms. Young had signed. The question was whether the attachment was a part of the will and, if so, whether it created a trust that held the insurance proceeds. If so, the insurance proceeds would be under the control of Ms. Young's estate to pay its debts. If the attachment was determined *not* to be incorporated into the will, then Ms. Gramlow would receive all the life insurance proceeds.

The superior court ruled that the attachment was part of the will and that it did create a trust to hold the insurance proceeds. Ms. Gramlow appealed.

The Court of Appeals of Washington agrees with the lower court. The court rules that a handwritten note on page 2 of the will that mentions the attachment clearly indicates that Ms. Young intended the attachment to be part of her will. "[T]he inartful drafting of the will and [the attachment] certainly led to confusion and dissention between the parties," the court observes.