Succession

Tšekki

This factsheet was prepared in cooperation with the Council of the Notariats of the EU (CNUE).

1 How is the disposition of property upon death (will, joint will, agreement on succession) drawn up?

General ways of drawing up a will

Exceptional circumstances aside, wills are drawn up in writing. With a view to legal certainty, the date is one of the necessary elements of the will. Under Czech law, the joint wills of multiple persons are inadmissible.

According to Czech law, a will may be made in one of the following ways:

a) a will written and signed by the testator in his or her own hand;

b) the testator may also draw up a will other than in his or her own hand if it is self-signed and the testator expressly declares before two simultaneously present witnesses that the document contains his or her last will. Witnesses sign the document and attach a statement that they are witnesses, along with information making it possible to identify them;

c) a testator who is blind makes his or her will before three simultaneously present witnesses in a document that must be read aloud by a witness not writing the will. If the testator has another sensory disability and is unable to read or write, the content of the will must be conveyed to him or her by a means of communication that is understood by the testator and all witnesses;

d) the testator may also draw up a will in the form of a notarial deed.

Drawing up a will in special cases

Special rules apply when wills are made under extreme conditions, especially in life-threatening circumstances.

a) If, on account of unexpected circumstances, the testator's life is in clear and imminent danger or if the testator is in a place where, as a result of an emergency (war, natural disaster, etc.) social intercourse is paralysed to the extent that a will cannot be made otherwise, he or she may make the will orally before three simultaneously present witnesses. An oral will is rendered null and void once two weeks have elapsed since the date on which it was made, if the testator remains alive.

b) If there are justified concerns that the testator could die before making a will before a notary, a will may be recorded before two witnesses by the mayor of the municipality where the testator is situated. Such a will remains valid for three months from the time the testator first becomes able to make a will before a notary. This is what is known as a ‘dorf testament’.

c) A will may be recorded aboard a Czech aircraft or seagoing vessel, where there are serious grounds to do so, in the presence of two witnesses by the person in charge of the aircraft or vessel or by his or her representative. The validity of such a will is again limited to three months.

d) The last will of a soldier may be recorded, if he or she is engaged in armed conflict, by the unit commander or another officer in the presence of two witnesses. As in the preceding cases, such a will remains valid for no more than three months.

Agreement on succession

In an agreement on succession, a testator who is of age and has full legal capacity may appoint an heir or legatee, who may be the other contracting party or a third party. The testator cannot cancel an agreement on succession unilaterally.

A testator may dispose of no more than three-quarters of his or her estate by agreement on succession; a quarter of the estate must remain free, although the testator may make a will regarding that remaining estate.

Spouses may appoint each other as heirs under an agreement on succession. It may be agreed that rights and obligations under an agreement on succession are annulled upon divorce.

An agreement on succession may be drawn up only in the form of an authentic instrument, i.e. as a notarial deed.

2 Should the disposition be registered and if yes, how?

The Central Register of Wills was established in 2001. From 1 January 2014, following the general recodification of private law in the Czech Republic, the register of wills was replaced by a Register of Legal Acts upon Death. This register is a private computerised list maintained, run and administrated by the Notarial Chamber of the Czech Republic. Instruments on the following legal acts of a testator, taken in case of death, are recorded in the Register of Legal Acts upon Death:

a) a will, codicil, or agreement on succession;

b) a declaration of disinheritance and a declaration stating that the heir defined by statutory hereditary succession will not take possession of the estate;

c) an order for a netting arrangement in respect of a share in succession, unless such an order is contained in the will;

d) the appointment of an administrator, unless appointed in the will;

e) an agreement on the waiver of a succession right;

f) the cancellation of the legal acts referred to in subparagraphs a) to e).

If a notary draws up one of the above instruments in the form of a notarial deed or if a notary has taken receipt of such an instrument not in the form of a notarial deed for notarial safekeeping, he or she enters information on that instrument and on the person drawing it up in the above register by electronic data transmission.

Instruments on a testator's legal acts in case of death which are not notarial deeds are registered only if they are in notarial safekeeping.

3 Are there restrictions on the freedom to dispose of property upon death (e.g. reserved share)?

Reserved share – general information

The mandatory heirs of a testator are his relatives in the descending order. A mandatory heir who *(i)* has not waived a right of succession or a right to a reserved share; *(ii)* is an eligible heir; and *(iii)* has not been effectively disinherited is entitled to a reserved share or to the supplementation thereof if he or she is wholly or partly omitted by the testator in the disposition of property upon death, i.e. he or she does not receive, in the form of a share in succession or a legacy, estate which, by value, is equal to his or her reserved share. The surviving spouse and any relatives in the ascending order are not mandatory

heirs. Minor relatives in the descending order must receive at least the equivalent of three-quarters of their statutory share of succession; adult relatives in the descending order must receive at least one-quarter of their statutory share of succession. If the will contradicts this and if the testator has not disinherited a mandatory heir for reasons defined by law, a mandatory heir is entitled to payment of a sum of money equal to the value of his or her reserved share. If the testator is widowed and has two children, the share of succession of each of them is one-half. If one of them is a minor, his or her reserved share comprises three-eighths; for an adult relative in the descending order, the reserved share is one-eighth.

Section 704 of the Civil Code also states: 'If a family business is to be divided by a court on the division of the estate, the family member involved in running it shall be given priority right.'

Special cases

If a mandatory heir is (consciously) omitted from a will without being disinherited, but has engaged in acts fulfilling any of the statutory reasons for disinheritance, such an omission is treated as disinheritance effected tacitly and rightfully, and in this situation the relative in the descending order has no right to a reserved share.

If a mandatory heir is omitted from a will solely because the testator, in the disposition of property upon death, did not know about him or her (e.g. the testator was under the impression that this relative in the descending order had died, or had no awareness of the fact that a particular person was the testator's relative in the descending order), that mandatory heir is entitled to the reserved share to which he or she has a right by law.

Possibility to waive a right to a reserved share

A mandatory heir may waive the right to a reserved share by formal agreement with the testator drawn up in the form of a notarial deed. A right of succession may also be renounced to the benefit of another person in the same way. Renunciation to the benefit of that other person is valid if he or she becomes an heir.

The waiver and relinquishment of succession (succession may be relinquished by an heir who has not waived succession) should be distinguished from the renunciation of a right of succession or a right to a reserved share under an agreement made with the testator (while he or she is still alive) in the form of a notarial deed. A succession may not be waived or renounced until after the testator's death.

Other restrictions

A testator may, in a will, specify conditions, instructions of time, or orders, or instruct that, after an heir's death, succession is to pass to another heir (entailment). However, such clauses must not be aimed at the manifest harassment of an heir or legatee out of discernible arbitrariness on the part of the testator and must not palpably contradict public policy.

While a testator may not order an heir or legatee to marry, not to marry or to remain in a marriage, he or she may establish a right for someone that lasts until such time as that person marries.

If all heirs (or successors in the line of entailment) are the testator's contemporaries, the sequence in which, according to the testator's disposition of property upon death, these heirs are to succeed from each other (subject to certain conditions) is not restricted. If, at the time of death of the testator, an heir is not yet alive, the sequence of heirs defined by the testator ends when the first such heir assumes succession.

Entailment ends no later than upon expiry of one hundred years from the death of the testator. However, if an heir in the line of entailment is to assume succession after the death of an heir who is the testator's contemporary, entailment ends only after the first such heir in line assumes succession.

4 In the absence of a disposition of property upon death, who inherits and how much?

If the deceased has not made a will or a codicil or has not entered into an agreement on succession, his or her heirs under the law, in six succession classes, inherit. Persons in these classes come into consideration as heirs by stages, based on their class. Heirs from the lower classes exclude heirs from the higher classes, e.g. if the heirs in the first succession class inherit, the heirs in the second class do not inherit anything. Only if the heirs in the first succession class do not inherit does inheritance pass to heirs in the second class. Shares in succession referred to by law apply only if the heirs do not reach a different agreement before a court. If the deceased has not drawn up disposition of property upon death (a will, agreement on succession or codicil), or if the deceased so permits (has not prohibited) in the disposition of property upon death, the heirs may divide up the estate any way they wish by mutual agreement reached before a court.

Succession classes

In the first succession class, the deceased's children and spouse inherit in equal measure. If the deceased and his or her spouse had joint marital assets, the court first settles the joint marital assets so that a portion of these assets accrues to the surviving spouse and a part (typically half) is included in the inheritance. Assets accruing to inheritance are inherited by the deceased's spouse and children in equal measure. The spouse's share does not include any items acquired by the spouse in the settlement of joint assets. In the Czech Republic, the Civil Code makes no distinction between children born in or out of wedlock, or one's own (biological) children and children by adoption.

If any of the deceased's children do not inherit (e.g. if they renounce their share in succession in the testator's lifetime, if they waive succession or if they are survived by the testator), the share in succession pertaining to that child is inherited by that child's children in equal measure. The same rule applies to more distant relatives in the descending order.

If the deceased did not have a spouse, but had children, the deceased's entire estate is inherited by his or her children (or their relatives in the descending order – see above). However, if the deceased had a spouse, but was childless, the deceased's spouse does not inherit the entire estate, but inherits alongside heirs in the second succession class.

In the second succession class, those inheriting are the deceased's spouse, the deceased's parents and persons who lived with the deceased for at least one year before his or her death in a shared household, and therefore took care of the household shared with the deceased, or were dependent on the deceased for their maintenance. All of these persons, apart from the spouse, inherit in equal measure. The deceased' spouse, however, inherits at least half of the estate. Therefore, if the deceased had a spouse and both parents, the spouse inherits half of the estate and each of the parents a quarter.

The spouse and either parent may, in the second succession class, inherit the entire estate. However, if the deceased person had a cohabitant, but neither a spouse nor parents, the cohabitant does not acquire the whole estate, but inherits together with other heirs in the third succession class.

In the third class of heirs, the deceased's siblings and cohabitant inherit in equal measure. If any of the siblings does not inherit, that sibling's share is inherited by his or her children, i.e. the deceased's nephews or nieces (again in equal measure). Any of these heirs may inherit the whole estate.

If inheritance does not accrue to the deceased's siblings or cohabitants, in the fourth succession class it is the deceased's grandparents who inherit in equal measure.

If none of the deceased's grandparents inherits, in the fifth succession class inheritance passes to the grandparents of the deceased's parents (i.e. the great grandparents). The grandparents of the deceased's father receive half of the inheritance, the grandparents of the deceased's mother the other half. The two pairs of grandparents split the half accruing to them in equal measure.

If one member of a couple does not inherit, the released eighth falls to the other member. If an entire couple does not inherit, that quarter accrues to the other couple on the same side. If neither couple on the same side inherits, the inheritance falls to the couples on the other side in the same ratio as that used to split the half of the inheritance which accrues to them directly.

Finally, in the sixth succession class, if none of the aforementioned heirs inherits, the inheritance passes to the children of the children of the deceased's siblings (the children of the nephews and nieces) and the children of the deceased's grandparents (uncles and aunts). If any of the uncles or aunts does not inherit, their share is inherited by their children (the deceased's cousins).
If none of the heirs inherits, the assets fall to the State, which is treated as the heir.

5 What type of authority is competent:

5.1 in matters of succession?

5.2 to receive a declaration of waiver or acceptance of the succession?

5.3 to receive a declaration of waiver or acceptance of the legacy?

5.4 to receive a declaration of waiver and acceptance of a reserved share?

A district court has the jurisdiction to handle all succession proceedings (including the waiver or acceptance of succession, a legacy, or the assertion of a reserved share). In line with a predefined work timetable, the court instructs a notary to manage the succession proceedings. That notary then acts and takes decisions in the proceedings on behalf of the court. Czech law does not permit the parties to succession proceedings to choose their notary.

6 Short description of the procedure to settle a succession under national law, including the winding-up of the estate and sharing out of the assets (this includes information whether the succession procedure is initiated by a court or other competent authority on its own motion)

Jurisdiction

If the competent body is a Czech court, jurisdiction to hear succession proceedings rests with the district court in whose district the deceased's place of permanent or other residence, as registered in the relevant information system, was situated. If the deceased had no permanent or other place of residence on record, the court with jurisdiction is the one in whose district the deceased actually lived (where his or her residential address could be found). If that place cannot be identified either, the competent court is the one in whose district he or she was last found to be present.
If the deceased did not reside in the Czech Republic, the court with due jurisdiction is the one in whose district the deceased owned real estate. If the deceased did not have any real estate in the Czech Republic (and jurisdiction cannot be determined by any of the methods above), the court with due jurisdiction is the one in whose district the deceased died (where the body of the deceased was found).

Initiation of succession proceedings by a Czech court

A court initiates succession proceedings on its own motion as soon as it learns of the death of the deceased. Deaths are notified to the competent court by the registry. However, the court may learn of the death of a deceased person by other means, e.g. from the police, from a healthcare facility or from any heirs.
A court also initiates succession proceedings if it is petitioned to do so by anyone exercising a right to the estate as an heir. If a court discovers that it does not have geographical jurisdiction, it refers the inheritance case to the competent court. Inheritance cases may also be referred to another court in those situations where it would be appropriate to do so, e.g. because the deceased's heirs are resident in the district of another court.

Course of proceedings

First, in its preliminary enquiries the court ascertains information about the deceased, his or her assets and debts, the group of heirs and whether the deceased left a will or other disposition of property upon death. The court typically extracts such information from public lists, from the register of legal acts upon death, from the register of documents on marital assets and, not least, by questioning the person in charge of the deceased's funeral.
Where required by law or for other reasons, the court also takes urgent action to secure the estate, i.e. in particular by taking an inventory and sealing the estate.
Once the preliminary enquiries are over, the court orders a hearing and instructs potential heirs of their right of succession and their right to demand that an inventory of estate assets be drawn up. If any of the heirs seeks an inventory of estate assets, this is ordered by the court.
If the deceased had joint marital assets, the court – further to a communication from the parties – draws up a list of these assets and a list of joint liabilities, and determines the value of the assets. Assets disputed by the parties are disregarded. The surviving spouse then has the opportunity to reach an agreement with the heirs on the settlement of joint marital assets. That agreement stipulates which assets accrue to the estate and which are to remain with the surviving spouse (the principle that the shares of both spouses are equal need not be respected). It is also possible to enter into an agreement under which all joint assets accrue to the surviving spouse, with none of those assets forming part of the estate.
The agreement on the settlement of joint marital assets property between the heirs and the surviving spouse must not contradict the law or the deceased's instructions set out in the disposition of property upon death. Otherwise the court will not approve the agreement.
If the court does not approve the agreement on the settlement of joint marital assets, or if no such agreement is concluded, the court settles joint marital assets itself by adhering to the following rules:
a) the shares of both spouses in the assets to be settled are the same;
b) each spouse reimburses the resources from the joint assets spent on his or her exclusive property;
c) each spouse has the right to demand compensation for resources from his or her exclusive property spent on joint assets;
d) it takes into account the needs of dependent children;
e) it takes into account how each of the spouses cared for the family, especially how he or she cared for the children and the family household;
f) it takes into account how each spouse contributed to the acquisition and maintenance of joint assets.
After settling joint marital assets, the court draws up a list of the estate's assets and liabilities. In doing so, the court draws primarily on information from the heirs and, if an inventory of the estate has been ordered, on that inventory of the estate. Any contentious assets or liabilities are disregarded.
The court appraises the value of assets in the estate, as a rule, according to concurring statements provided by heirs. It is very rare for expert opinions to be commissioned for such valuations.
If the deceased did not leave a disposition of property upon death, the heirs may reach agreement on how to divide the estate in any way they wish. The court confirms the heirs' acquisition of inheritance under that agreement. In the absence of such an agreement, the court confirms their inheritance according to ratios derived from the law. At the request of the heirs, the court splits the estate among the heirs itself.
If the testator, in the disposition of property upon death, provides instructions on how to divide the estate, the court confirms the heirs' acquisition of the estate according to those instructions. Otherwise, the heirs may agree on how to divide the estate between them. Nevertheless, the heirs may agree on differing levels of shares in succession only where this possibility has been expressly conceded by the testator.
If a mandatory heir asserts the right to a reserved share, the other heirs may reach an agreement with that heir on the settlement of the reserved share (a severance payment). Otherwise, an inventory of the estate must be ordered to calculate the reserved share.
Before a decision on the estate is handed down, proof must be provided to the court that due legacies have been resolved and that other legatees have been notified of their right to a legacy.

7 How and when does one become an heir or legatee?

On the death of a testator, his or her heirs have a right of succession. Unless the acquisition of assets from the estate is deferred in keeping with the testator's disposition of property upon death, e.g. due to a condition (an heir is to acquire the inheritance upon graduated from university) or instructions of

time (upon expiry of a defined period), one or more heirs inherit upon the death of the testator. The court decides who is to obtain inheritance in this way on the basis of the outcome of succession proceedings. If the testator, in his or her disposition of property upon death, defers the inheritance (by a condition or instructions of time), one or more principal heirs inherit on the death of the testator, while one or more subsequent heirs inherit on fulfilment of the condition (the passing of a given period). The court decides on the passage of inheritance from principal heirs to subsequent heirs in separate proceedings.
Inheritance decisions are issued in the name of the court by a notary commissioned by the competent district court to execute acts in succession proceedings. When executing the acts of a judicial commissioner in succession proceedings, a notary, a notary clerk and a candidate have all the privileges of a court as a public authority in the exercise of justice.
A legatee acquires a right to a legacy on the death of the testator and must be notified of this right before the end of succession proceedings. Due legacies must be settled before the end of the succession proceedings.

Renunciation of a right of succession, waiver, relinquishment

A right of succession may be renounced in advance by agreement with the testator in the form of a notarial deed.
After the death of the testator, an heir may waive succession by an explicit declaration made to the court within one month from the date on which the heir is advised of this right. An heir residing abroad has three months from such notification of advice in which to waive succession. This time limit may be extended for serious reasons, but cannot be extended on expiry of the time limit (the deadline cannot be waived). After this deadline, it is accepted that the heir has not waived succession.
A mandatory heir may waive succession while reserving the option of a reserved share, e.g. he or she may waive inheritance derived from the disposition of property upon death without forgoing the right to a reserved share. This is, in some respects, an exception to the general rule that an heir cannot be absolved of an obligation imposed by the disposition of property upon death by waiving the succession derived from that disposition and, yet, at the same time, assert his or her right as a statutory heir – he or she may become an heir by means of the disposition of property upon death or may waive such succession. A declaration of waiver or acceptance cannot be withdrawn.
Succession may not be waived by a person who, through his or her actions, makes it clear that he or she has no intention of waiver, especially by disposing of assets that belong to the estate.
Succession may also be relinquished to the benefit of another heir. A mandatory heir who relinquishes succession also forgoes the right to a reserved share; this decision is also effective for relatives in the descending order. The relinquishment of succession to the benefit of another heir takes effect if the other heir consents to this act. An heir who relinquishes succession is not absolved, by that act, of the obligation to comply with orders, instructions relating to a legacy or other measures which, according to the testator's will, can and should be fulfilled only in person.

8 Are the heirs liable for the deceased's debts and, if yes, under which conditions?

Heirs can choose whether or not to exercise their right to demand an inventory of the estate. Heirs who do not seek an inventory of the estate are then liable for the deceased's debts in full. If multiple heirs do not exercise the right to an inventory, they are jointly and severally liable. An heir who does not demand an inventory is liable for all debts even if the court draws up a list of assets for other reasons (e.g. because another heir exercises the right to the inventory).
If an heir demands an inventory, the court carries out an inventory of the estate. An heir who demands an inventory is liable for the deceased's debts only up to the value of the inheritance received. If multiple heirs assert this right, they are liable jointly and severally, but each has this liability only up to the value of the inheritance he or she receives.
In some cases, the court orders an inventory of the estate even if no heir requests this, primarily for the protection of minor heirs, heirs whose residence is unknown, and the testator's creditors.
In certain cases, the court may decide that the inventory of the estate will be replaced by a list of estate assets drawn up by the administrator, or by a joint declaration on estate assets prepared and signed by all heirs.

9 What are the documents and/or information usually required for the purposes of registration of immovable property?

The registration of rights in the property register is governed by Act No 256/2013 on the property register (the Cadastral Act).
The following are registered in the property register:
lands in the form of parcels;
buildings which are assigned a building number or land registry reference number, unless part of land or a building right;
buildings which are not assigned a building number or land registry reference number, unless part of land or a building right, provided that they are the principal structure on the land and are not classified as ‘small structures’;
units defined in accordance with the Civil Code;
units defined in accordance with Act No 72/1994 regulating certain co-ownership relations connected with buildings and certain ownership relations connected with flats and non-residential premises and amending certain laws (the Housing Ownership Act), as amended;
a building right;
waterworks.
Rights in rem acquired through inheritance are entered in the property register pursuant to a decision or authentic instrument of succession issued in a Member State and by a certificate issued by a court or competent authority of the Member State of origin or a European Certificate of Succession (‘instruments’).
The land registry in whose district the immovable property is situated is locally competent to carry out registration procedure.
The real estate must be indicated in the instruments for the registration of rights in the property register (the inheritance decision, authentic instrument, and/or European Certificate of Succession) in accordance with Section 8 of Act No 256/2013:
Land is identified by a parcel number and an indication of whether it is a building plot, and by the name of the cadastral community in which it is situated.
Land subject to simplified registration is identified by the parcel number according to the former land register, stating whether this is a parcel number assigned under the land register, the allocation plan, the unification plan or the property register, and by the name of the cadastral community in which it is situated.
A building which is not classified as a part of land or a building right is identified by the parcel number of the land on which it has been built, the house number or land registry reference number (if no number has been assigned, the method of building use is indicated), and by the name of the borough in which it is situated.
A unit is identified by the designation of the building in which it is demarcated or the designation of the land or building right, if the building in which it is demarcated is classified as a part of such land, by the unit number and the name of the unit, and where appropriate by the indication that it is an unfinished unit.
A building right is identified by the parcel number, an indication of whether it is a building plot, and by the name of the cadastral community in which it has been established.

A waterwork is identified by the parcel number, an indication of whether it is a building plot, by the name of the cadastral community and by the method of use.
Instruments submitted for the registration of rights in the property register must meet the requirements of an instrument intended for property register purposes; its content must justify the proposed registration of the right, and the proposed registration of the right must show continuity with previous entries in the property register.
The instruments must indicate the heirs or other beneficiaries by name, residential address, personal identity number or date of birth (or, if a legal person, by name, registered office and registration number, if assigned). The instrument must indicate the shares according to which each heir is acquiring rights to the real estate, and where appropriate which rights in rem are being established, and the corresponding beneficiaries and liable parties. In succession proceedings, besides the right of ownership, a building right, easement, lien, future lien, sublien, right of first refusal, future life interest, accessory co-ownership, trust fund, and prohibition of transfer or encumbrance may also be established.
Where the right that is to be entered in the property register on the basis of the given instrument concerns only part of a land parcel, the instrument must be accompanied by a survey sketch defining the part of the land in question. The survey sketch is treated as part of the instrument.

9.1 Is the appointment of an administrator mandatory or mandatory upon request? If it is mandatory or mandatory upon request, what are the steps to be taken?

A testator may appoint an administrator and/or executor in his disposition of property upon death.
The court appoints an administrator in order to carry out the last will on a proposal from an heir who does not wish to spend time and effort on carrying out the last will. That proposal must contain the general particulars of a submission, i.e. it must clearly indicate the court to which it is addressed, who is making it, what matter it concerns and what it is pursuing, and must be signed and dated.
A court may also appoint an administrator on its own motion if:
a) no executor has been appointed, or the executor refuses to administrate the estate or is obviously unfit to administrate the estate, and if the heirs are unable to administrate the estate properly;
b) it is necessary to draw up a list of assets pertaining to the estate; or
c) there are other serious reasons to do so; or
d) the former administrator has died, has been dismissed, has resigned or has had his or her legal capacity restricted and the need for someone to carry out these duties remains.

9.2 Who is entitled to execute the disposition upon death of the deceased and/or to administrate the estate?

The executor (if appointed by the testator) is responsible for carrying out the testator's last will. If an administrator is not appointed, the executor is also responsible for the administration of the estate.
If both an executor and an administrator are appointed, the administrator administrates the estate according to the executor's instructions.
If an administrator is appointed but an executor is not, the administrator administrates the estate. If proposed by an heir, the court also orders the administrator to see to the testator's last will.
If neither an administrator nor an executor is appointed, all heirs are responsible for the joint administration of the estate. Heirs may also agree that the estate will be administrated by just one of them.

9.3 What powers does an administrator have?

The administrator is responsible purely for the administration of the estate. This means that he or she does only what is necessary to maintain the assets. In doing so, he or she may exercise all rights relating to the assets under administration. The administrator may transfer items from the estate or or use them as collateral if required in the interests of preserving the value or substance of the assets under administration, or for consideration. Under the same conditions, he or she may change the purpose of the assets under administration.
The administrator of the inheritance or the executor may take any action beyond the scope of simple management if the heirs give consent. If the heirs fail to reach agreement, or if an heir is classified as a person under special protection, court approval is required.
The executor is responsible for duly carrying out the testator's last will with due diligence. He or she is entitled to exercise all rights necessary to perform his or her tasks, including the right to defend the validity of the will in court and to plead the incompetence of an heir or legatee, and to ensure that all of the testator's instructions are executed. In the will, the testator may set additional duties for the executor.

10 Which documents are typically issued under national law in the course of or at the end of succession proceedings proving the status and rights of the beneficiaries? Do they have specific evidentiary effects?

Succession proceedings end with the issuance of a succession order expressly declaring rights and obligations related to the estate. Parties have the right to appeal against this order within fifteen days of the date on which it is served. The ruling becomes final if no appeals are lodged in that time limit. The final order serves as proof of the rights and obligations therein. The order has the status of an authentic instrument.
Before the final end of the proceedings, the court may issue official confirmation of facts known from the case file. This confirmation is also an authentic instrument.

This web page is part of Your Europe.
We welcome your feedback on the usefulness of the provided information.

This webpage is part of an EU quality network

Last update: 14/12/2020
The national language version of this page is maintained by the respective EJN contact point. The translations have been done by the European Commission service. Possible changes introduced in the original by the competent national authority may not be yet reflected in the translations. Neither the EJN nor the European Commission accept responsibility or liability whatsoever with regard to any information or data contained or referred to in this document. Please refer to the legal notice to see copyright rules for the Member State responsible for this page.