

# Health Insurance Fund of Australia Ltd Refund of Final Sum - No Grant of Representation

Deed of Release and Indemnity



Date

## Estate of

Insert name of deceased estate

Insert full name of Authorised Person

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## Deed of Release and Indemnity

### Dated

### By

Name

Insert full name of authorised person  
representative of the Estate of

in their capacity as

and in their personal capacity.

Insert full name of deceased member

Address

Short Name **Authorised Person**

### To

Name

**Health Insurance Fund of Australia Ltd.**

ABN

84 607 276 950

Address

100 Stirling Street, Perth, Western Australia 6000

Short Name **HIF**

## Background

- A. The deceased died on \_\_\_\_\_ (Insert date of death)
- B. The Deceased made a Will, which is the last known Will of the Deceased.
- C. A Grant of Representation is not being obtained for the Deceased, due to the size and nature of the Deceased's assets.
- D. The Deceased was a member of HIF and had accrued a Final Sum as at their date of death that is now refundable to their Estate.
- E. Given the information provided by the Authorised Person, being the Death Certificate and Identification documents, the Authorised Person been recognised as the authorised person to receive the Final Sum on behalf of the Deceased's Estate, which information HIF has relied upon.
- F. The Authorised Person has agreed to indemnify and release HIF against any Claim that may arise out of HIF making payment of the Final Sum to the Authorised Person on behalf of the Estate.
- G. The Authorised Person has agreed to enter into this Deed in favour of HIF in their representative capacity on behalf of the Estate and requests the Final Sum be paid in accordance with the Payment Directions.

# Deed of Release and Indemnity

## This Deed Witnesses

### 1. Definitions

In this document unless expressed or implied to the contrary:

**Claim** includes any action, proceedings, suit, cause of action, arbitration, verdict and judgement either at law or in equity or arising under a statute, debt, dues, demand, claim of any nature, costs and expenses and includes Liabilities.

**Death Certificate** means a certified copy of the Deceased's death certificate attached at Schedule 2

**Deceased** means  
who died on \_\_\_\_\_ (Insert full name of deceased)

**Deed** means this Deed of Release and Indemnity executed as a deed poll.  
(Insert date of death)

**Effective Date** means the date on which this Deed is signed by the Authorised Person.

**Final Sum** means \$ \_\_\_\_\_ (insert value of accrued Final Sum)  
comprising \_\_\_\_\_  
(Description)

**Estate** means the estate of the Deceased.

**Grant of Representation** means a Grant of Probate, Letters of Administration with the Will Annexed or Letters of Administration.

**Identification documents** means a certified copy of the Authorised Person's photo identification, certified copy of a marriage certificate or certified birth certificate (as relevant) and attached at Schedule 4.

**Liabilities** include all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description.

**Parties** means the Parties to this Deed and Party has a corresponding meaning.

**Payment Directions** means the directions for payment of the Final Sum set out in Schedule 1.

**Will** means the last will and testament of the Deceased dated, a copy of which is attached at Schedule 3

### 2. Acknowledgments by Authorised Person

The Authorised Person:

2.1 represents and warrants that:

2.1.1 they are the person most entitled to seek payment of the Deceased's Final Sum to the Estate, in their representative capacity; and

2.1.2 a Grant of Representation is not being obtained by the Authorised Person; and

2.1.3 the Death Certificate is true and correct; and

2.1.4 the Identification Documents are true and correct.

2.2 acknowledges and agrees that HIF has relied upon the information and documentation provided by the Authorised Person in making its determination to make payment of the Deceased's Final Sum to the Authorised Person in their representative capacity on behalf of the Estate; and

2.3 is aware that they are entitled to receive independent legal advice before entering into this Deed and the consequences of this Deed.

### 3. Indemnity and Release

On and from the Effective Date and upon receipt of the Final Sum paid pursuant to the Payment Directions, the Authorised Person:

3.1 releases and forever discharges; and

3.2 indemnifies and agrees to keep indemnified,

HIF from any Claim (whether direct or indirect) which may arise from HIF paying the Final Sum to the Authorised Person on behalf of the Estate of the Deceased, including legal costs.

### 4. Governing Law

This Deed is governed by the law applying in Western Australia and the Parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

### 5. General

#### 5.1 Amendment

This document may only be varied or replaced by a document duly executed by the Authorised Person.

#### 5.2 Further Assurance

The Authorised Person must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this document.

#### 5.3 Survival of Indemnities

Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the Authorised Person and survives termination of this document.

#### 5.4 Enforcement of Indemnities

It is not necessary for HIF to incur expense or make payment before enforcing a right of indemnity conferred by this document.

### 6. Interpretation

#### 6.1 Persons

In this document, a reference to:

6.1.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;

6.1.2 a person includes the legal personal representatives, successors and permitted

# Deed of Release and Indemnity

assigns of that person; and

6.1.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

## 6.2 Joint and several

If a party consists of more than one person, this document binds them jointly and each of them severally.

## 6.3 Legislation

In this document, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

## 6.4 This document, clauses and headings

In this document:

6.4.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;

6.4.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;

6.4.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

6.4.4 headings and sub-headings are inserted for ease of reference only and do not affect the

interpretation of this document;

6.4.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and

6.4.6 where the expression including or includes is used it means 'including but not limited to' or 'including without limitation'.

## 6.5 Severance

6.5.1 If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

6.5.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this document.

## 6.6 Counterparts

This document may be executed in any number of counterparts all of which taken together constitute one instrument.

## 6.7 Currency

In this Deed, a reference to '\$' or 'dollars' is a reference to Australian dollars.

## 6.8 Number and gender

In this Deed, a reference to:

6.8.1 the singular includes the plural and vice versa; and

6.8.2 a gender includes the other genders.

## Declaration

### Executed as a deed poll

Signed sealed and delivered by \_\_\_\_\_ )  
 in his/her/their personal \_\_\_\_\_ Insert full name of authorised person )  
 capacity and in his/her/their capacity as representative \_\_\_\_\_ )  
 of the estate of \_\_\_\_\_ in the \_\_\_\_\_ )  
 presence of: \_\_\_\_\_ Insert full name of deceased )

Signature

Signature of witness

Print full name of witness

# Deed of Release and Indemnity

## Schedule 1 Payment Directions

The Payment Directions are set out below:



(tick when complete)

Account name: BSB: Account Number:

Signature of account holder:

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## Schedule 2 Death Certificate

A certified copy of the Deceased's Death Certificate is attached.



(tick when complete)

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## Schedule 3 Will

A certified copy of the Deceased's Will is attached.



(tick when complete)

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## Schedule 4 Identification

A certified copy of the Authorised Person's identification is attached.



(tick when complete)

Please post all documentation to:  
**HIF, Whadjuk Country, GPO Box X2221  
Perth WA 6847**  
Or email [hello@hif.com.au](mailto:hello@hif.com.au)