

# Loss of a loved one support guide.

We're here to help you with some of  
the difficult steps and decisions ahead.

Effective date: 24 February 2025

## You've got questions? We've got time to talk.



**1300 130 549**

Monday – Friday, 9am – 5pm AEST

Calling from overseas: **+612 9155 7590**



[estatesmanagement@banksa.com.au](mailto:estatesmanagement@banksa.com.au)



Estates Management –

Mailstop 30.A.4

GPO Box 3433

Sydney NSW 2001



This guide can be downloaded at:

[banksa.com.au/bereavement](https://banksa.com.au/bereavement)

### Accessibility support.

BankSA welcomes calls through the National Relay Service. If you are deaf, hard of hearing, or have speech/communication difficulty, choose your access option detailed on [National Relay Service](#).

Where English is a second language, contact us and a banker can arrange a language interpreter.

Visit [BankSA Accessibility](#) for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is a second language.

# About This Guide.

Losing a loved one is never easy. We're here to support you through this challenging time so you can focus on the things that matter most. It's important to us to work with you to ensure your loved one's accounts remain protected and safe.


This support guide outlines the details we need from you and the information we'll share with you at every step to help you through the process.

We've created a step-by-step process to support you


- Letting us know
- Settling and closing accounts
- Helping you with your loved one's account

You can choose how you wish to connect with us. Our team of specialists are ready to help you with the Bank's processes to support you in any way we can.

Our **Estates Management team** can be contacted on:

 1300 130 549  
Monday – Friday, 9am – 5pm AEST  
Calling from overseas: +612 9155 7590

 [estatesmanagement@banksa.com.au](mailto:estatesmanagement@banksa.com.au)

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# Contents.

About This Guide. .... 3

Steps to manage your loved one’s accounts. .... 5

 **Letting us know. .... 6**

    How to let us know. .... 6

    Letting us know so we can protect your loved one’s accounts. .... 6

    Providing you with information on your loved one’s accounts. .... 7

    What we do when you let us know. .... 7

 **Settling and closing accounts. .... 8**

    How to instruct us. .... 8

    Instructing us on what to do with your loved one’s accounts. .... 8

    What we do once you have instructed us. .... 9

**Additional Information to Support You. .... 10**

**Helping you with your loved one’s accounts. .... 11**

    Helping you with Estate Expenses. .... 11

    Helping you obtain information on your loved one’s accounts. .... 12

    Helping you understand what happens with your loved one’s accounts. .... 13

**FAQs. .... 19**

    What if there is no Will? .... 19

    Where do I get a Death Certificate? .... 19

    Why do I need to be identified by BankSA? .... 19

    What Identification documents do I need? .... 19

    Who can certify documents? .... 20

**Glossary. .... 22**

# Steps to manage your loved one's accounts.



## Letting us know.

1

### Helping you protect the accounts.

#### What it does



Allows us to take the initial step to update our systems and ensure the deceased's accounts are protected.

#### How to do this



Complete the Notification of Death Form.

#### What we will do



We will send you a letter confirming actions taken and what is required for us to provide account information.

2

### Providing you with information.

#### What it does



Allows us to identify the appropriate estate representative and provide information on accounts to the representative.

#### How to do this



Complete the Deceased Estate Representative Form.  
A certified copy of the Authorised Estate Representative(s) identification Documents.

#### What we will do



We will send you a Certificate of Product and a letter detailing what is required to settle and close accounts.



## Settling and closing accounts.

3

### Instructing us.

#### What it does



Allows us to take instructions from the estate representative on what to do with the deceased's accounts.

#### How to do this



Complete the Deceased Estate Account Instruction Form.

#### What we will do



We will act on your instructions and send you a confirmation of actions letter.



## Letting us know.

Letting us know of your loved one's passing is an essential step in protecting their estate and understanding the accounts held in the name of your loved one.

### How to let us know.

You can let us know by using the Australian Death Notification Service. This is a free government service to help you get in touch with multiple organisations using a single online portal. You can find out further details here: [deathnotification.gov.au](https://deathnotification.gov.au)

Or

By visiting a Branch who can certify and submit documents on your behalf (it is recommended you make an appointment to visit a BankSA branch. Allow approximately 45 minutes for this appointment).

Or

By sending documents to us:

Estates Management – Mailstop 30.A.4  
GPO Box 343  
Sydney NSW 2001

### Letting us know so we can protect your loved one's accounts.

We understand it can take time to gather all the required documentation needed to let us know, however protecting your loved one's accounts from the risk of fraud or misuse is important.

You can let us know directly or you can engage a solicitor to act on your behalf.

If you have chosen to let us know directly you and anyone who may be supporting you can notify us of your loved one's passing by providing the required documents:

- **A completed Notification of Death Form** which can be found on our website, and
- **A document** that provides evidence your loved one has passed away (including the date of passing). This may include the following documents:
  - A certified copy of the death certificate, or
  - A certified copy of a medical report, or
  - A certified copy of a police report.

If you have engaged a solicitor to let us know, we simply require a letter from your solicitor confirming your loved one's full name, date of birth and date of passing, and one of the documents outlined above to evidence your loved one has passed away.

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## Providing you with information on your loved one's accounts.

To help you manage the estate we can provide more detailed information of your loved one's accounts. It is important that we provide information to the authorised representative of the estate such as the executor listed on the Will, the next of kin or a solicitor who has been engaged to represent the estate.

To verify the representative's entitlement to represent the estate we will require the following documents:

- **A completed Deceased Estate Representative Form** which can be found on our website, and
- **A document** that provides evidence of your entitlement by providing any one of the following:
  - A certified copy of a Will to verify an executor, or if a will does not exist
  - A certified copy of the death certificate to verify the next of kin
- **A certified copy of identification of the estate representative:**
  - Either one (1) Primary Photographic identification document; or one (1) Primary Non-Photographic identification and one (1) Secondary identification document as listed on [page 19](#).

Documents can be certified either at a BankSA, St.George or Bank of Melbourne branch or by an authorised person as listed on [page 20](#).

If you have engaged a solicitor, we only require a letter from your solicitor confirming they have been engaged to act on your behalf.

## What we do when you let us know.

You can choose to send the Notification of Death and the Deceased Estate Representative forms together, or send the Notification of Death Form as an initial step so we can protect your loved one's accounts.

All notifications will trigger a search across the Westpac Group to identify products held by your loved one. The Westpac Group includes Westpac Bank, St.George Bank, BankSA, Bank of Melbourne, BT and RAMS.

- Upon receipt of the Notification of Death Form and proof of passing, we'll provide you as the notifier with a letter, confirming the actions we have taken to protect the accounts and what is required to provide you with information on your loved one's accounts.
- Upon receipt of the Deceased Estate Representative Form and required documents, we will provide, a detailed listing of accounts to the authorised estate representative and outline what is required to settle and close those accounts. You may receive a separate letter for each Westpac Group brand (e.g. St.George and Westpac).

We complete these tasks within timeframes complying with the Banking Code of Practice.



## Settling and closing accounts.

Instructing us on how you wish to settle and close accounts is an essential step.

### How to instruct us.

By visiting a Branch who can certify and submit documents on your behalf (it is recommended you make an appointment to visit a BankSA branch. Allow approximately 45 minutes for this appointment).

Or

By sending all documents to us:

Estates Management – Mailstop 30.A.4  
GPO Box 3433  
Sydney NSW 2001

If your loved one holds accounts across multiple Westpac Group brands (e.g. Westpac and St.George) you will need to instruct us on how you wish to settle and close accounts for each brand.

You may choose to instruct us to:

- close your loved one's accounts and disburse funds directly to beneficiaries, or
- set up an Estate of the Late trust account to manage your loved one's estate.

You should consider whether the accounts should remain open to facilitate receipt of any deposits which may still be made to the deceased's accounts such as superannuation benefits, tax refunds, or other deposits.

If the account is required to stay open to receive further deposits you will need to wait until those deposits have been received before you instruct us on how you wish to disburse the funds. Once funds have been disbursed the account will be closed.

### Instructing us on what to do with your loved one's accounts.

A Grant of Probate or Letters of Administration are required in certain circumstances outlined below:

When Letters of Administration may be required	When Probate is Required	When Probate may not be Required
No will exists	A will exists, and	A will exists, and
	Account Balances are equal to or greater than \$50k (per brand), or	Account balances are under \$50k (per brand)
	There is secured lending (e.g. mortgage), or	There is no secured lending (e.g. mortgage)
	You wish to have an Estate of the Late Trust account established	



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If Probate or Letters of Administration are required, you will need to provide:

- A completed Deceased Estate Account Instruction Form signed by the listed executor/s or next of kin/s.
- A certified copy of a Grant of Probate (where a Will exists) or a certified copy of Letters of Administration (where no Will exists).
- A certified copy of the customer identification for any authorised representative if not previously identified.
- If converting to, or opening an Estate of the Late trust account, all parties must be identified and have a customer profile with BankSA, St.George or Bank of Melbourne, which can only be completed at a branch.

If Probate or Letters of Administration are not required you will need to provide:

- A completed Deceased Estate Account Instruction Form signed by the listed executor/s or next of kin/s.

**Note:** If a solicitor has been engaged to act on your behalf, we are unable to settle and close accounts on direction from your solicitor. We will require the executor or the administrator to complete the Deceased Estate Account Instruction Form which can then be forwarded to us by your solicitor.

We will act on the disbursement instructions provided on the Deceased Estate Account Instruction Form by the executor or administrator as we do not follow instructions on the Will.

## What we do once you have instructed us.

Once we've received your documents and the signed Deceased Estate Account Instruction Form, we will commence acting on your instructions in accordance with timeframes outlined by the Banking Code of Practice.

We will send you a letter confirming the actions we have taken. You will also receive a final statement issued in the name of your loved one showing a zero balance for any transaction account once it has been finalised.

If you continue to receive mail in your loved one's name beyond this point, please contact our Estates Management team on:



1300 130 549

Monday – Friday, 9am – 5pm AEST

Calling from overseas: +612 9155 7590

**Additional  
Information  
to Support You.**

# Helping you with your loved one's accounts.

## Helping you with Estate Expenses.

### Expenses that we may allow from the estate.

As part of helping you with estate expenses, we will send allow some one-off or ongoing costs that are essential for the maintenance of the estate to be withdrawn from your loved one's transaction or savings accounts.

- Funeral costs
- Rate payments (if the property is solely in the deceased's name)
- Service provider costs for a property that's solely in the deceased's name, such as:
  - Water rates
  - Electricity/gas bills
- Service provider final payments for the deceased, such as:
  - Internet service
  - Landline phone or mobile phone
- Loan repayments for loans held with us that are solely in the name of the deceased
- Application fee to the court for Probate

### To request payment of a cost associated with the estate you will need:

- A completed Deceased Estate Expense Payment Request Form signed by all the next of kin if there is no Will or by the executor if there is a Will
- A valid Proof of Death Document, if not provided previously:
  - A certified copy of death certificate
  - A certified copy of a medical report
  - A certified copy of a police report
- A certified copy of identification:
  - Either one (1) Primary Photographic identification document; or one (1) Primary Non-Photographic identification and one (1) Secondary identification. Identification Documents listed on [page 19](#).
- A copy of the bill that is to be paid

### To request reimbursement of a cost associated with the estate.

If you are seeking reimbursement for an invoice, please be aware that the request must be made by the Authorised Estate Representative(s) (Executor/Next of Kin). To process your reimbursement, we will need the above documents, along with a paid tax invoice and evidence that the bill has been paid (such as a receipt or payment confirmation).

Please forward them to us:



[estatesmanagement@banksa.com.au](mailto:estatesmanagement@banksa.com.au)



Estates Management – Mailstop 30.A.4  
GPO Box 3433  
Sydney NSW 2001



By visiting a branch (it is recommended you make an appointment to visit a BankSA branch. Allow approximately 45 minutes for this appointment).

## **Expenses that can't be made from the estate.**

There are certain costs associated with an estate that we don't allow payment for using the estate's funds prior to obtaining a Grant of Probate. These include:

- Solicitor fees
- Bills on a property that was jointly owned
- Travel costs for family members to attend memorials or funeral services
- Loans held with other financial institutions
- Any other costs that are not directly associated with the estate itself

## **Helping you obtain information on your loved one's accounts.**

### **Balances.**

When the authorised estate representative notifies us, we will send a Certificate of Product that contains all relevant details related to the accounts including current balance and balance as at the date of passing.

Sometimes you may need to obtain up to date balances. The authorised representative can obtain balances on accounts by calling our Estates Management team or by sending us a request in writing.

### **Statements.**

When the estate representative notifies us, we'll update all mailing details to the authorised representative's nominated address. All ongoing statements will then be forwarded to the authorised representative in line with existing statement frequency.

We will require a certified copy of a Grant of Probate or Letters of Administration for any request for historical statements pre-dating the date of death.

However, if a representative requires information about transactions pre-dating the date of death, please contact our Estates Management team who may be able to assist by providing a transaction listing which includes details of date and value of transactions only.

### **Direct Debits and PayTo® agreements.**

Direct debit and PayTo agreement are payment authorities set up with a third-party to debit the customer's account at set times, by using their BSB and account number (or PayID®, for PayTo agreement only).

When we are notified of the customer's passing, we'll restrict the accounts which will stop future direct debits from your loved one's accounts, and pause any PayTo agreements.

### **Recurring payments.**

Recurring payment is a payment authorising a third-party to debit the customer's account at set times, by using their card number.

Unlike direct debits, we are unable to cancel a recurring payment on the customer's behalf. You should contact the authorised party to stop future debits on your loved one's accounts. Until you cancel the authority, the merchant is entitled to request us to debit the account and we are obliged to process this request.

### **Periodical Payments.**

A periodical payment is an instruction the customer has given the Bank to forward funds periodically to another account.

When the Bank is notified of the customer's passing, we'll cancel all periodical payment instructions as part of the notification process.

## List of direct debit, PayTo, and recurring payments.

The authorised representative can contact our Estates Management team to obtain a list of direct debits, PayTo agreements, and recurring payments that were set up by your loved one.

## Document Requests.

In some circumstances, you may need to obtain documentation to understand your loved one's estate.

Prior to Grant of Probate or Letters of Administration being obtained, we may be able to provide copies of those documents on a case-by-case basis. If a decision to extend those documents is made, we will redact all third-party information.

Once a Grant of Probate or Letters of Administration is obtained and issued to us, we can provide you with any documentation we hold in relation to your loved one. We may charge you standard fees and charges to retrieve those documents..

## Helping you understand what happens with your loved one's accounts.

### Helping you with Estate of the Late Trust Accounts.

Where the executor has indicated an application is being sought for a Grant of Probate or a Grant of Probate has already been issued, the Bank can take instruction from the representative of the estate to open an Estate of the Late account. An Estate of the Late Account is established to facilitate the continued management and finalisation of a deceased person's affairs.

*If converting an existing account of your loved one to Estate of the Late trust account, all parties must be identified and have a customer profile with BankSA, St.George or Bank of Melbourne. This can only be completed at a branch and can be done before **or** after submitting the Deceased Estate Account Instruction Form.*

*If you are opening a new Estate of the Late trust account, all parties must be identified and have a customer profile with BankSA, St.George or Bank of Melbourne. This can only be completed at a branch and is required to be done **prior** to submitting the Deceased Estate Account Instruction Form.*

**Note:** If an Estate of the Late Account is opened prior to obtaining a Grant of Probate order or Letters of Administration, a restriction will be placed on the account until the Bank receives the appropriate documentation.

If an Estate of the Late Account is opened and funds are placed in it and there is a subsequent decision by the estate representative to not obtain Probate, the account may still be finalised with all listed executors on the Will, or all next of kin if no will, signing the Indemnity. In this instance, the accounts may only be finalised by bank cheque made out to "The Late [insert name]".

### Treatment of Fees.

Once notified with a valid Proof of Death, we will:

- promptly identify and stop charging any fees that are for banking services that can no longer be provided, or will not be provided to the deceased's estate;
- if any of these fees have already been charged since the customer's death, refund these fees prior to closure of the account/s.

For products and services required until the estate is finalised, fees may continue to be charged in line with the product terms and conditions.

## **Transactional and Savings accounts held solely in the deceased's name.**

When we're notified, we'll place restrictions on the accounts to ensure no further funds can be withdrawn without approval from the authorised representatives of the estate. Deposits can continue to be made into these accounts.

We'll remove all signatories and third party accesses as they are no longer authorised to access the deceased's accounts.

Power of Attorney authorities are no longer valid after passing and can not be relied upon to act on behalf of the Estate.

Whilst the product remains open, fees may be charged in line with the product terms and conditions.

## **Transactional and Savings accounts held in joint names.**

Joint transactional and savings accounts are not considered part of the estate.

When we're notified, we'll transfer the ownership of these accounts to the surviving account holder(s).

For administrative purposes, we'll issue a letter to the surviving account holder(s) advising that the ownership of account has now been transferred.

Fees will be charged in line with the product terms and conditions.

## **Term Deposit accounts held solely in the deceased's name.**

A term deposit will continue to accumulate interest at the agreed rate prior to the deceased's passing. We'll inform you of the maturity date for the term deposit and alert you when it matures. At that time, there are three options to consider for that term deposit:

- If the deceased held a transactional account with us, the next of kin or executor can contact us when the term deposit matures to have the amount transferred to the transactional account.
- The term deposit can continue to mature and roll over to the advertised rate until the next of kin or executor informs us they are ready to finalise the accounts.
- Once ready, the next of kin or executor can instruct us to transfer the funds directly to an existing account the deceased solely owned with us. If this option is selected, we won't apply any penalty interest for breaking the term, nor will we request a 30-day notice period.

## **Term Deposits held in joint names.**

In certain circumstances we may allow funeral costs to be paid from this account upon instruction from the surviving account holders.

The Bank will waive the standard 30-day notice period and won't apply any penalty interest for breaking the term early.

## **Credit Cards held solely in the name of the deceased.**

When we're notified, we'll stop all ongoing fees including any interest and refund any fees charged back to the date of death.

Credit cards held by the deceased will be cancelled. The balance owing will remain, and we will work with the estate's representative to resolve the amount owing on the credit card.

You'll need to contact the relevant organisations to cancel any regular ongoing payments from the card. If you require assistance, please contact the Estates Management team who can provide a list of regular payments that were being made from the card.

## **Additional cards on the deceased's Credit Card.**

Credit cards held by the deceased that have an additional cardholder attached will also be cancelled and will result in the additional cardholders no longer having access to the credit facility.

We understand that this may place the additional cardholder in a difficult financial position. The additional cardholder can contact us to discuss the options available.

If access to a credit card is required, we can assist the additional cardholder to complete an application which they can submit at a branch or via their online banking application. These applications must follow the same requirements as all new credit applications. Please ensure to read all information on the application prior to deciding to submit.

## **Credit Card held in joint names.**

When one of the cardholders passes away, the credit card facility is not considered part of the estate and will be transferred to the surviving borrower.

If the deceased was the secondary cardholder they will be removed, and the existing card will remain active to be used by the surviving borrower as they were the primary cardholder.

If the deceased was the primary cardholder, we will need to cancel the card and re-issue a new card to the surviving borrower which generally takes five working days for the new card to be issued.

We understand that cancelling the credit card may be an inconvenience to you as you will need to update your card details with any organisation that you have regular payments with. If you require assistance, please contact the Estates Management team who can provide a list of regular payments that were being made from the original card.

## **Credit Card with Credit Card Insurance (CCI).**

If we identify that there was a credit card insurance policy on the facility, we will advise the authorised representative of the estate and advise the authorised representatives on steps required to contact the insurance provider.

If the claim is approved, the credit card will be paid out as per the claim outcome and there will be no further requirements from the estate.

## **Unsecured Personal Loans held solely in the name of the deceased.**

The loan details will be advised to the authorised representative of the estate.

The estate is liable for any outstanding balances and repayments.

## **Unsecured Personal Loans held in joint names.**

When we're notified, we will transfer the liability to the surviving borrowers.

The terms and conditions of the loan will continue and the minimum monthly repayment, as per the loan contract, will still be applicable.

We understand that in certain situations the surviving borrowers may need short-term assistance after losing a loved one. In these circumstances we can refer the surviving party through to Assist to speak with someone regarding short-term financial assistance.

## **Secured Personal Loans (such as car loans) held solely in the name of the deceased.**

The estate is liable for any outstanding balances/repayment of the loan.

Generally, there are three options for resolving the loan obligation:

- 1) The asset can be surrendered to the Bank. Then we'll review the asset and based on its value, decide on the next steps. This information will be sent to the authorised estate representative.
- 2) The estate can, in some circumstances, choose to sell the asset privately. If the authorised estate representative selects this option, the Bank will work with them through the steps necessary for the sale.
- 3) The loan may be able to be refinanced into the name of the beneficiary of the estate, and that beneficiary can then choose to take on the loan obligation should they decide they would like to keep the asset. If this is the preferred outcome, the beneficiary will be required to refinance the loan and meet both the Bank's responsible lending guidelines and the credit servicing guidelines.

There may be circumstances related to the asset that the Bank is unaware of, which may impact the options available to the estate; this may need to be discussed with a specialist banker so you can decide on the most appropriate option.

### **Home Loans held solely in the name of the deceased.**

The estate is liable for any outstanding balances/repayment of the loan.

Until such time as a Grant of Probate is issued, and the executor or administrator gives us direction on how they wish to resolve the loan, the Bank will work with the estate representative to discuss ongoing payment and maintenance of the loan.

Whilst the product remains open, fees and interest may be charged in line with the product terms and conditions.

### **Home Loans held in joint names.**

For joint home loans, the liability for the loan automatically transfers to the surviving borrowers.

The steps to complete this transfer are:

- 1) Contact the Land Titles Office in the state where the property is located and inform them of the title holder's passing. They'll update you on any requirements and relevant costs associated with the transfer request. You may choose to engage with a conveyancer to assist with the change of name and transfer of the title.
- 2) Once you've notified them, you'll then need to provide us with a copy of the application or the completed transfer documents.
- 3) Once completed we will convert the existing loan and mortgage to the names of the surviving borrower(s).

In most cases, the transfer of the property and the loan can be done without any requirement for the surviving borrowers needing to re-apply for a new home loan. The loan will continue with the relevant terms and conditions associated with the existing loan contract.

If the surviving borrowers request a variation to the loan that would change the existing contract at any point in the future, the Bank will require a new application process to be completed.

### **Home Loans when it is a Tenants in Common.**

For properties held as tenants in common, a different process will apply as the deceased customer's share may form part of their estate.

Until such time as a Grant of Probate is issued, and the executor or administrator gives us direction on how the portion of the loan held solely in the name of the deceased is to be resolved, the Bank will work with the estate representative to discuss ongoing payment and maintenance.

Whilst the product remains open, fees and interest may be charged in line with the product terms and conditions.



## **Residential Home Loan when a Guarantor passes away.**

When a guarantor passes away, it may impact the loan. A home lending specialist will discuss the impact on the loan with the borrowers. That's because we may need to:

- Reassess the loan to confirm the ability of the borrowers to continue to make payments
- Reassess the loan to confirm the structure and security position
- Freeze the ability to redraw on the loan

## **Business Transaction accounts for Sole Traders.**

Business accounts opened under a sole trader registration (where there is only one registered owner of the business) are considered part of the estate.

The account will be restricted from any unauthorised withdrawals but will continue to be able to accept deposits. All listed signatories will have their access removed.

We understand that in some circumstances this may impact people who may be reliant on the funds in those accounts, such as for wages. If this is a concern, please contact our Estates Management team to discuss how we can further support you.

## **Business Transaction accounts for Partnerships.**

Business accounts opened under a partnership registration (where there are multiple registered business owners) are not considered part of the estate.

When we're notified, we'll remove the deceased's name from the accounts. The accounts won't be listed as part of the estate's holdings with the bank.

A business banker or your local branch can assist the surviving business owners with any ongoing banking facilities.

## **A Director or Secretary of a Company account passes away.**

We'll generate and send a letter to the company's nominated address held on file advising the directors and/or secretaries that we have removed the deceased.

We are unable to contact ASIC to update registration details.

We will require a new certificate of registration with the deceased removed so we can identify the appropriate authorities to act on the accounts.

## **Business Loan held solely in the name of the deceased.**

The estate is liable for any outstanding balances/repayment of the loan.

Until such time as a Grant of Probate is issued, and the executor or administrator gives us direction on how they wish to resolve the loan, the Bank will work with the estate representative to discuss ongoing payment and maintenance.

Whilst the product remains open, fees and interest may be charged in line with the product terms and conditions.

## **Business Loan held in the name of a Partnership or Company.**

When we've been formally notified that one of the borrowers of the business loan, held in the name of a partnership or company, has passed away, your local branch can arrange for a business banker to contact the surviving business owners to assess the needs and restructure the loan.

## **A Self-Managed Super Fund.**

When we're notified that a member of an SMSF has passed away, we can arrange for a specialist banker to contact the surviving registered fund members to discuss any concerns related to the ongoing management and any potential beneficiary payments.

## **Safe Custody Facility.**

A deceased customer may hold a Safe Custody facility at one of our branches to secure valuables such as jewellery or important documents like a Will or a Title Deed. As an executor or direct next of kin, you may need access to key documents such as a Will for the estate's administrative process.

To access the Safe Custody facility, you can contact our Estates Management team to organise an appointment with the relevant branch. When you attend, you'll be required to present appropriate identification and documentation to support your authority to access the Safe Custody facility. This authority can be in the form of the Will nominating you as the executor or the death certificate naming you as the direct next of kin.

In instances where you can't present that documentation (e.g. the Will is kept in the Safe Custody facility), the branch manager will complete an identification check and search the Safe Custody facility for a Will. They will then verify your details with the listed executor on any Will found in the facility.

The branch manager will always be present and will be the only person allowed to handle the contents of the Safe Custody facility in your presence. You'll be given a certified copy of the relevant documents by the branch manager and an inventory of any valuables.

We may not be able to let you collect any of the original documents unless you are the authorised executor or administrator listed on the certified copy of the Grant of Probate or Letters of Administration provided to us.

# FAQs.

## What if there is no Will?

If a Will doesn't exist, the next of kin will need to act on behalf of the estate, or an administrator will need to be appointed by the Supreme Court in the State or Territory where the assets are held (Letters of Administrations). If you need any further guidance, don't hesitate to call our Estates Management team, visit a branch, or access our Dealing with bereavement website at:

 [banksa.com.au/help/deceased-estates](https://banksa.com.au/help/deceased-estates)

## Where do I get a Death Certificate?

You can get a death certificate from the Registry of Births, Deaths and Marriages in your State or Territory.

## Why do I need to be identified by BankSA?

In accordance with our legal obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), we are required verify the identity of any person we provide financial services to. This also allows us to better protect your loved one's accounts from fraud.

## What Identification documents do I need?

### Primary photographic identification documents.

- Valid Australian driver licence/learner's permit or any other licence issued by a State or Territory government department. Containing a:
  - Photograph;
  - Date of issue, or expiry;
  - Licence number; and
  - Date of birth.
- Foreign driver licence/permit
- Australian passport (can either be current or expired within the last 2 years but must not be cancelled, defaced or mutilated)
- Foreign passport issued by a foreign government, the United Nations or an agency of the United Nations (must not be cancelled, defaced or mutilated) which contains either a signature OR a unique identifier of the person
- Foreign travel document issued by a foreign government, the United Nations or an agency of the United Nations (must be current if there is an expiry date on the document, and not be cancelled, defaced or mutilated) which contains either a signature OR a unique identifier of the person
- A photo card with proof of age issued by an Australian State or Territory for the purpose of proving a person's age. For example, a proof of age card, a proof of identity card, a photo identification card, a photo card, an evidence of age card and a personal information card
- National identity card issued by a foreign government, the United Nations or an agency of the United Nations which contains either a signature OR a unique identifier of the person

### Primary non-photographic identification documents.

- Australian birth certificate (or extract) issued by a State or Territory
- Foreign birth certificate issued by a foreign government, the United Nations or an agency of the United Nations

- Australian citizenship certificate (including a Citizenship by Descent Certificate)
- Citizenship certificate issued by a foreign government
- Centrelink pension card (Australian)
- Centrelink health care card (Australian)

## Secondary identification documents.

- A notice issued by the Commonwealth or a State/Territory within the last 12 months that includes the Individual's name and residential address and records the provision of financial benefits (e.g. Centrelink notice)
- A notice issued by the Australian Taxation Office (ATO) within the last 12 months that includes the Individual's name and residential address and records a debt payable by or to the Individual (e.g. tax assessment)
- Utilities notice issued by a local government or utilities provider within the last 3 months and includes the Customer's full name and residential address and records the provision of a service to that address or name
- If the Individual is under the age of 18 years, notice issued by the principal of a school within the last 3 months, that includes the name of the Individual, residential address and period of school attendance
- Foreign driver licence which does not contain a photograph
- Department of Veterans' Affairs pension concession card (Australian)
- A current tenancy/lease agreement (must not be cancelled or expired)
- Medicare card
- Australian Marriage certificate issued by State/Territory Registry of Births, Deaths and Marriages
- Identification card issued to a student at an Australian higher education institution (TAFE or University) which contains a photograph and signature
- A card issued under a Commonwealth, State, or Territory law for the purpose of identification, for a government service, or as a licence

### Note:

- ^ must contain photograph and signature
- ^^ must contain photograph and/or signature

## Who can certify documents?

People who can certify copies of your original documents include:

### Within Australia:

A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described):

- A judge of a court
- A magistrate
- A chief executive officer of a Commonwealth Court
- A registrar or deputy registrar of a court
- A Justice of the Peace
- A notary public (for the purposes of the *Statutory Declarations Regulations 2018* (Cth))
- A police officer
- An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- A permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public

- An Australian consular officer or an Australian diplomatic officer (within the meaning of the *Consular Fees Act 1955* (Cth))
- A bank or building society officer with two or more continuous years of service
- A finance company officer with two or more continuous years of service (Broker excluded)
- An officer with, or authorised representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership
- A Commissioner for Declarations
- A Commissioner for Affidavit

A full list of eligible signatories can be found at [ag.gov.au/statdec](http://ag.gov.au/statdec)

### **Outside Australia:**

Overseas customers can use Certifiers listed above where the Certifier is an Officer who holds these within Australia.

# Glossary.

## Administrator

Person or persons legally authorised by Letters of Administration to administer the Estate.

## Banking Code of Practice

The Banking Code of Practice (the Code) sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors. This version of the Code takes effect from 1 March 2020.

[ausbanking.org.au/banking-code](https://ausbanking.org.au/banking-code)

## Beneficiary

Any person who is listed in the will as being entitled to receive a portion of the deceased person's assets.

## Certificate of Death

An official document issued by the relevant State or Territory Registry of Births, Deaths and Marriages which records the date, place and cause of death.

## Certificate of Product

List of accounts held by the Deceased containing balances and accrued (but unpaid) interest amounts as at date of death.

## Deceased Estate or Estate

The property and assets belonging to a person who has died is called their Deceased Estate. The Deceased Estate is held in trust from the death of the person until the transfer of the property and assets to the beneficiaries.

## Direct Debit (Bank Account)

A payment you have authorised a third party (this includes a person, company, or merchant) to debit from your account at set times, by using your BSB and account number.

## Executor

Person or persons nominated in a Will to administer the Estate on behalf of beneficiaries of the deceased. The executor administers the Will. They are responsible for locating the Will and following the Will's instructions for funeral requirements, collecting all assets, finalising outstanding liabilities and distributing the assets in accordance with the deceased person's instructions.

## Funeral Bond

A Funeral Bond allows you to set aside an amount of money to cover your funeral expenses and, if you wish, specify how your funeral is to be conducted. If the customer had a Funeral Bond, be sure to contact the provider.

## Intestate

When a person passes away without a valid Will they are said to die 'intestate'.

## Letters of Administration

A grant of Letters of Administration is a legal document issued by the Supreme Court of your State or Territory, which allows the administrator(s) to manage and distribute the deceased's assets.

## **PayTo agreement**

A PayTo agreement is an arrangement you have authorised with a business or merchant to debit your account at set times, by using your BSB and account number or PayID.

## **Periodical Payment**

A periodical payment is an instruction the customer has given the Bank to forward funds periodically to another account.

## **Power of Attorney**

A Power of Attorney is a formal instruction whereby a person (who is called the Principal) appoints another person (called the Attorney) to act on their behalf. Any authority issued under a Power of Attorney ends with the death of the Principal.

## **Probate**

A grant of probate is a legal document issued by the Supreme Court of your State or Territory that authorises an executor (or executors) to manage the estate of a deceased person in accordance with the provisions of the deceased's will.

## **Recurring payment**

Means regular drawing, also known as a recurring card payment, from your account that you have authorised a third party to make (this includes a person, company or merchant) by quoting your 16-digit Debit or Credit Card number, expiry date and CVV.

## **Tax Invoice**

A tax invoice is a document that complies with the requirements of Australian GST legislation, which includes the following information:

- the words tax invoice stated prominently
- the name and ABN of the supplier
- the date of issue
- brief description of the service provided
- the total price invoiced including GST

## **Tax Invoice/Receipt**

A tax invoice/receipt must include the same information listed under Tax Invoice above, and be presented in the form of a receipt or, alternatively, an invoice which has been stamped and dated as 'Paid'.

## **Testamentary Trust**

A Testamentary Trust is a specific type of trust that is established under a Will. A Testamentary Trust does not operate in the same way as a regular Deceased Estate. A Testamentary Trust may last for many years after the Estate has been fully administered. The information provided within this document does not apply to Testamentary Trusts. Additional information about Testamentary Trusts can be found on the Australian Taxation Office website at [ato.gov.au](http://ato.gov.au).

## **Will**

A will is a legal document that expresses a person's (testator's) wishes about how their property and assets should be distributed after their death.

