

# Binding Death Benefit Nomination

Before completing the form, please read the important information overleaf.

## Use this form to:

- Make or change a binding death benefit nomination. To make a binding death benefit nomination or change an existing binding death benefit nomination complete Section 1, go to Section 2 and provide details, sign and date Section 4, and have two witnesses sign and date Section 5, or
- Cancel a binding death benefit nomination. To cancel a current binding death benefit nomination and not replace it, complete Sections 1 and 3, sign and date Section 4, and have two witnesses sign and date Section 5.

**Note:** If you cancel a binding death benefit nomination without replacing it, your death benefit will be distributed at the Trustee's discretion to one or more of your dependant(s) and/or the legal personal representative of your estate.

## 1. Member details

---

Member number

Date of birth (DD/MM/YYYY)

Title

Given name(s)

Surname

Postal address

Suburb

State

Postcode

Residential address (if same as postal address, write 'as above')

Suburb

State

Postcode

Phone (home)

Phone (work)

Mobile

Email

I authorise the fund to update my address and contact details if the details provided above differ to the details currently held.

## 2. I hereby wish to make a:

---

binding death benefit nomination (this will expire 3 years from the date of making the nomination)

### New beneficiary details

You can nominate one or more dependant(s) and/or a legal personal representative. You must also record the percentage of your account balance you would like to be paid to each beneficiary (the nominations MUST total 100%).

By completing this section, this death benefit nomination will replace any previous binding or non-binding death benefit nomination you have made.

Nominated beneficiary name (dependant or legal personal representative of the estate)	Beneficiary Address	Relationship to you	Beneficiary Date of birth	% nominated
				%
				%
				%
				%
				%
				%
TOTAL of your nomination(s) must be 100%				100%

## 3. Cancel a binding death benefit nomination without replacing it

---

Only complete this section if you wish to cancel an existing binding death benefit nomination without replacing it.

Please cancel my existing binding death benefit nomination.

#### 4. Member declarations (must be completed)

---

I hereby direct the Trustee to distribute the benefit payable from my fund account in the event of my death in accordance with this binding death benefit nomination form. This nomination supersedes any previous binding or non-binding nomination made by me, and I have read and understood the Important Information on pages 3, 4 and 5 of this form and the applicable Product Disclosure Statement (PDS)/PDS Guides relating to death benefit nominations:

I hereby acknowledge that: I do declare that the information I have provided on this form is true and correct

- ✓ the beneficiary(ies) I have nominated above are either my dependant(s), my spouse, child, financial dependant, interdependent or the legal personal representative of my estate,
- ✓ the proportions of the benefit payable to the beneficiary(ies) nominated are certain and equal 100%,
- ✓ my beneficiary(ies) and I will be bound by the provisions of the Trust Deed for the fund as it relates to death benefit nominations,
- ✓ if I have made a binding death benefit nomination and it is valid at the date of my death, the Trustee will pay my death benefit in accordance with my binding death benefit nomination,
- ✓ my binding death benefit nomination is valid for a period of three (3) years from the date the valid binding nomination is received,
- ✓ I may at any time cancel, or change my binding death benefit nomination in accordance with the fund's processes,
- ✓ If I have cancelled an existing binding death benefit nomination or my existing binding death benefit nomination has expired, and I have not replaced it, the Trustee will pay my death benefit at the Trustee's discretion to my dependants and/or legal personal representative, and
- ✓ I understand that this declaration must be signed by me in the presence of two witnesses (who are not nominated on this form as a beneficiary) both of whom are over the age of 18.

Member signature (must be signed on the same date as those witnessing)

Date (DD/MM/YYYY)

Print full name

Please ensure that you sign this form in front of two witnesses together, at the same time. Each witness must then sign Section 5 at the same time/date as you sign.

## 5. Witness declaration (must be completed)

---

By signing this binding death benefit nomination form, I declare that I am over 18 years of age, I am not a beneficiary named on this form, and I saw the member sign this form on the same day in the presence of both witnesses.

✓ I understand that my witness signature must be on the same day at the same time as the member signature.

Witness 1 signature

Name (BLOCK LETTERS)

Date of birth (DD/MM/YYYY)

Address

Suburb

State

Popstcode

Phone

Date (DD/MM/YYYY)

Witness 2 signature

Name (BLOCK LETTERS)

Date of birth (DD/MM/YYYY)

Address

Suburb

State

Popstcode

Phone

Date (DD/MM/YYYY)

### Important information

Use this form to make a binding death benefit nomination to provide a written direction to the Trustee who is to receive your superannuation benefit in the event of your death and in what proportions.

If you wish to make a non-binding death benefit nomination, please update in the Superhero Super Member Portal.

Your binding death benefit nomination must clearly set out the proportion of benefit to be paid to each nominee and must add up to 100 percent. See below for the difference between the two types of death benefit nominations and who you can nominate as a beneficiary.

The Trustee recommends you seek professional advice before making your nominations to ensure they meet your personal situation and needs, as:

- ✓ who you nominate may impact the amount of tax payable in relation to the benefit, and
- ✓ the splitting of superannuation benefits between spouses on separation may impact upon the terms of a binding death benefit nomination.

## Who you can nominate

Who can receive your benefit in the event of your death?	<p>You can nominate that your benefit is paid to:</p> <ul style="list-style-type: none"><li>• the legal personal representative of your estate</li><li>• nominated beneficiary(ies)</li><li>• a combination of your nominated beneficiary(ies) and/or your legal personal representative.</li></ul> <p>Any beneficiary you nominate must be either your legal personal representative (i.e. the executor or administrator of your estate) or a dependant at the date of your death.</p>
Who qualifies as a dependant?	<p>A dependant may include a:</p> <ul style="list-style-type: none"><li>• spouse of the member, including a de facto spouse</li><li>• child of the member, including an adopted child, step child, ex-nuptial child or child of a spouse, or child born after the Member's death</li><li>• person with whom you have an interdependency relationship (see below for definition)</li><li>• financial dependant.</li></ul>
What is an interdependency relationship?	<p>An interdependency relationship is a close personal relationship between two people who live together, where one or both of them provide for the financial and domestic support and personal care of the other. An interdependency relationship may still exist if there is a close personal relationship but the other requirements are not satisfied because of some physical, intellectual or psychiatric disability. The Trustee may also take other matters into account such as all the circumstances of the relationship as prescribed by law.</p>

## Taxation of death benefits

You should also note that death benefits paid to non-dependants (for tax purposes) must be paid as a lump sum and will usually be subject to tax (including when the benefit comes via your estate). A non-dependant for tax purposes includes a child aged 18 and over who is not financially dependent or an interdependent.

## Binding death benefit nomination versus non-binding death benefit nomination

### What is a binding death benefit nomination?

A binding death benefit nomination is a written direction to the Trustee that sets out the dependants and/or legal personal representative, as nominated by a member, to receive his/her benefit in specified proportions in the event of the member's death. When you make a valid binding death benefit nomination, you decide who receives your benefit when you die, and how much of the benefit they receive.

If a binding death benefit nomination is valid and in effect at the date of the member's death, the Trustee must pay the benefit to the beneficiaries nominated in the proportions set out in the member's binding death benefit nomination.

However, the Trustee is not required to comply with a binding death benefit nomination if the notice is not valid and in effect at the date of the member's death OR if the Trustee is aware that the payment of the benefit under the binding death benefit nomination, or the lodgement of, or failure to revoke, the notice, would be a breach of a court order.

Binding death benefit nominations have an expiry date of three years from the date of the form and will remain valid until the expiry date or you cancel your notice without replacing it or change your notice by making another binding death benefit nomination (whichever happens first).

To cancel a previous binding death benefit nomination, complete Sections 1, 3, 4 and 5 of this form.

### **Ensuring your binding death benefit nomination is valid**

- ✓ Each death benefit nominee must be either your dependant (as defined in Superannuation Law) or your legal personal representative,
- ✓ You must ensure that the proportion of the benefit that will be paid to your nominated person or each of those nominated persons is certain and ascertainable. If it is not clear what percentage is to be paid to whom and/or the percentages do not add up to 100%, your nomination will be invalid,
- ✓ Your nomination must be in writing,
- ✓ You must sign and date your nomination in the presence of two (2) witnesses, being persons:
  - each of whom has turned 18 years old, and
  - neither of whom is mentioned in the nomination, and
- ✓ Your nomination must contain a declaration signed and dated at the same time and day by the witnesses stating that the nomination was signed by you in their presence.

### **What is a non-binding death benefit nomination?**

- ✓ The Trustee will take into consideration any nomination you make, however, in this case, the Trustee has final discretion in deciding who will receive your superannuation benefit when you die and is not bound to follow the nomination and may decide to pay all or part of the benefit to a different person who is a dependant or your legal personal representative.
- ✓ The non-binding death benefit nomination is valid for the entire term you are a member, unless another valid notice (binding or non-binding) in writing is lodged with the Trustee.
- ✓ Requires no witness signatures.
- ✓ Will not override a previous, valid binding nomination.

### **What happens if my death benefit nomination is not valid at time of my death?**

In the event a person you nominate is not a dependant at the time of your death (e.g. because they have died before you) or your nomination has been cancelled, or the proportion of the benefit to be paid in the notice was not clear or does not add up to 100%, or if the notice was not witnessed properly or has expired, your death benefit nomination will no longer be valid and the Trustee will use its discretion to determine how your benefit should be paid to your dependants and/or your legal personal representative.

## Death benefit nominations in your annual member statement

Each year, we will confirm your binding death benefit nomination details in your annual member statement. It is important that you take note of this and regularly review your binding death benefit nomination to ensure it continues to suit your personal circumstances especially if this has changed.

You can change or cancel your binding death benefit nomination at any time by completing a Binding death benefit nomination form and forwarding to the fund.

## Before sending the form, please check the form to ensure

- ✓ Two witnesses have signed at the same time/day as yourself.
- ✓ Witnesses are not the nominated beneficiaries.
- ✓ Your nomination of beneficiary is certain and totals 100 percent. When you have completed, checked, signed and had the form witnessed

## When you have completed, checked, signed and had the form witnessed

Please return completed and signed form to the fund via mail to the fund postal address.

## Privacy Policy

The collection of your personal information (PI) in this form is governed by the Privacy Act 1988. Diversa Trustees Limited uses your PI to administer your superannuation account (including insurance (if any)), improve our products and services and keep you informed. If we cannot collect this information, we may not be able to do these tasks. We may collect your PI from you, or from third parties such as your employer. We will only share your PI where necessary to perform our activities with our administrator, other service providers, as required by law or court/tribunal order or with your permission. Your PI may be accessed overseas by some of our service providers. For full details of how we use your PI, the countries where your PI may be accessed, how you can access and change your PI, and the privacy complaints process please read our [Privacy Policy](https://diversa.com.au/privacy) at [diversa.com.au/privacy](https://diversa.com.au/privacy).

Superhero Super is a superannuation product within OneSuper ABN 43 905 581 638 RSE R1001341. Diversa Trustees Limited ABN 49 006 421 638, AFSL 235153 RSE Licence L0000635 (referred to as the Trustee, we, our, us) is the Trustee of OneSuper and the product issuer. The information in this document has been prepared by Superhero Markets Pty Ltd ABN 36 633 254 261 CAR 1276309 as the Promoter. It is intended to provide you with general information only and does not take into account your personal objectives, financial situation or needs. Before making any financial decisions about the fund, it is important that you read the current product disclosure statement (PDS) and consider your particular circumstances and whether the particular financial product is right for you. The current PDS for the product is available at [www.superhero.com.au](http://www.superhero.com.au). You should consult a financial adviser if you require personal advice.