

## Ever wonder who gets your money if you die? Now's your chance to play favourites.

Before completing the form, please read the important information overleaf.  
If you have any questions, please phone Zuper Super on 1800 064 694.

Please complete in pen using BLOCK letters. Print 'X' to mark boxes where applicable. The form must be completed in full.

Mark (x) ONE box below and follow the instructions.

- MAKE A BINDING NOMINATION.** To change an existing nomination, or to make a completely new nomination, complete Section 1, go to Section 2 and provide details, sign and date Section 3, and have two witnesses sign and date Section 4.
- CANCEL A BINDING NOMINATION.** To cancel a current nomination and not replace it, complete Section 1, go to Section 2 and write 'Cancel previous nomination', sign and date Section 3, and have two witnesses sign and date Section 4.

### 1. MEMBER DETAILS

Title: \_\_\_\_\_ Given Names: \_\_\_\_\_

Surname: \_\_\_\_\_

Member Number: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

## 2. NEW BENEFICIARY DETAILS

Please select one of the following options and complete the table below:

- NON BINDING.** Complete Sections 1, 2 and 3
- BINDING.** Complete Sections 1, 2, 3 and 4

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%).

Name of nominated beneficiary (dependant or Legal Personal Representative of the Estate)	Address	Relationship to you	Date of birth	
				%
				%
				%
				%
				%
				%
<b>TOTAL of your nomination(s) must be 100%</b>				<b>100 %</b>

## 3. MEMBER DECLARATIONS (MUST BE COMPLETED)

I hereby acknowledge that:

- If I have made a Binding Nomination and it is valid at the date of my death, the Trustee will pay my death benefit in accordance with my Binding Nomination; and
- If I have made a Non-Binding Nomination the Trustee will have regard to this nomination but is not bound to pay my death benefit in accordance with it.

I hereby direct the Trustee to distribute the benefit payable in the event of my death in accordance with this Nomination of beneficiary form. This Nomination supersedes any previous nomination made by me, and I have read and understood the important Notes on Page 4 of this form and the applicable Product Disclosure Statement/Reference Guide relating to Nomination of Beneficiaries:

- 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 at the time of my death.
- My beneficiary(ies) and I will be bound by the provisions of ZUPER SUPER's Trust Deed as it relates to Nomination of Beneficiary(ies).
- The proportions of benefit I have completed are certain, and my nomination applies to all my investments within ZUPER SUPER.
- I acknowledge that in any event this Nomination is valid for a period of three (3) years and that I agree to provide the Trustee with a new Nomination prior to the expiry of the existing Nomination.
- I may at any time cancel, or amend my nomination of beneficiary advice in accordance with ZUPER SUPER's processes.
- I understand that this declaration must be signed by me in the presence of two witnesses (who are not a nominee beneficiary noted on this form) both of whom are over the age of 18.

### Your Privacy is important to us

When we collect your personal information, it is securely stored and will only be used and disclosed to authorised personnel, service providers and third parties in order to:

- Administer your superannuation account, make benefit payments or forward direct marketing.

For a copy of the Privacy Policy, visit [zuper.com.au](http://zuper.com.au) or contact us on 1800 064 694. Our Privacy Policy sets out how you can access information about your benefit and personal details, correct any information which is inaccurate or out of date and information on our privacy complaints process.

If you do not wish to receive direct marketing material, please tick this box

Member Signature: \_\_\_\_\_

Print Full Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Please ensure that your signature is properly witnessed in the presence of two witnesses (binding nominations only, refer to section 4).  
Must be the same date as witnessed.

## 4. WITNESS DECLARATION (BINDING NOMINATIONS ONLY)

By witnessing this Nomination of beneficiary form, I declare that I am over 18 years of age, I am not a beneficiary on this form, and I have witnessed the signing of this document by the Member whose signature appears on this form.

**Witness 1 Signature:** \_\_\_\_\_

Print Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_

By witnessing this Nomination of beneficiary form, I declare that I am over 18 years of age, I am not a beneficiary on this form, and I have witnessed the signing of this document by the Member whose signature appears on this form.

**Witness 2 Signature:** \_\_\_\_\_

Print Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_

## Important Information

Use this form to nominate who receives your superannuation benefit in the event of your death and in what proportions. You can make either a binding or non-binding nomination. The 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 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.
- The splitting of superannuation benefits between spouses on separation may impact upon the terms of a binding death nomination.

### Who you can nominate

<p><b>Who can receive your benefit in the event of your death?</b></p>	<p>You can nominate that your benefit is paid to:</p> <ul style="list-style-type: none"> <li>• your estate.</li> <li>• nominated beneficiary(ies).</li> <li>• a combination of your estate and your nominated beneficiary(ies) and/or your Legal Personal Representative (LPR).</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>
<p><b>Who qualifies as a dependant?</b></p>	<p>A dependant may include a:</p> <ul style="list-style-type: none"> <li>• spouse, including a de facto spouse and in some circumstances, a same sex partner*.</li> <li>• child, including an adopted child, step child, ex-nuptial child or child of a spouse.</li> <li>• person with whom you have an interdependency relationship (see below for definition).</li> <li>• financial dependant.</li> </ul> <p><small>*Superannuation law may treat a same sex partner as a 'spouse'. For the Trustee to pay a same sex partner your death benefit, you and your partner must be in a registered relationship or they must be in an interdependent relationship with, or financially dependant on you at the date of your death.</small></p>
<p><b>What is an interdependency relationship?</b></p>	<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>

## Binding nomination versus non-binding nomination

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. You can choose to make a non-binding or binding nomination.

## What is a binding 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 the event of the member's death. When you make a valid binding nomination, you decide who receives your benefit when you die, and how much of the benefit they receive.

Binding nominations have an expiry date of three years from the date of the form and will remain valid until the expiry date or you revoke or amend your nomination.

## Ensuring your binding nomination is valid

- Each death benefit nominee must be either your dependant or your legal personal representative (as defined in Superannuation Law)
- 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 who has turned 18 years old; and
  - Neither of whom is mentioned in the nomination; and
- Your nomination must contain a declaration signed and dated by the witnesses stating that the nomination was signed by you in their presence at the same time.

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 death nomination if the Trustee is aware that the payment under the nomination, or the lodgement of failure to revoke the nomination would be a breach of a Court Order.

To cancel a previous binding nomination, tick 'Amend an existing nomination and all prior nominations are revoked' in section 2 overleaf.

## What is a non-binding 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.
- The non-binding nomination is valid for the entire term you are a member, unless another valid nomination (binding or non-binding) is lodged with the Trustee.
- Requires no witness signatures.
- Will not override a previous, valid binding nomination

## What happens if my 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 is non-binding as it was not witnessed or has lapsed, your nomination will no longer be valid and the Trustee will use its discretion to determine how your benefit should be paid.

## Death Benefit Nominations in your annual Member statement?

In the 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 nomination to ensure it continues to suit your personal circumstances especially if this has changed. You can update amend, or revoke your death benefit nomination at any time by completing a nomination of beneficiary form and forwarding to Zuper Super.

## Before mailing the form, please check the form to ensure:

Two witnesses have signed at the same time/day as yourself (if making a binding nomination).

1. Witnesses are not the nominated beneficiaries.
2. Your nomination of beneficiary is certain and totals 100 per cent.
3. When you have completed, checked, signed and had the form witnessed

## Please return the completed original form to:

Zuper Super  
PO Box 1282,  
Albury NSW 2640

### PRIVACY POLICY

The information you are providing in this form is subject to the Privacy Amendment (Private Sector) Act 2000. The Act sets out principles for dealing with personal information which includes standards for collection, storage, accuracy and use of information and for disclosure required by the Australian Tax Office as well as your right to access your personal information which we hold. Zuper Super has developed polices for complying with this legislation which you may view on request.

### DISCLOSURE / DISCLAIMER

The information contained in this document is general in nature and has been prepared without taking into account your objectives, financial situation or needs, and because of this, you should consider whether the information is appropriate and where appropriate seek professional advice from a Financial Adviser. Refer to Zuper Super's website for a copy of its PDS. Zuper Super is a product issued by Diversa Trustees Limited (ABN 49 006 421 638), (AFSL No 235153), as Trustee of Smartsave 'Members Choice' Superannuation Master Plan (ABN 43 905 581 638).