

Binding Death Benefit Nomination

What is a binding death benefit nomination?

A binding death benefit nomination is a legal document which binds the trustee of Super Simplifier to pay your benefit to your nominated beneficiaries, provided the nomination is still valid at the time of your death.

Note: A nomination only applies to the death benefit payable under the Super Simplifier account you have, if you have more than one superannuation account you must complete a binding death benefit nomination form for each account.

Who can you nominate?

Each nominated beneficiary must be your Dependant as defined below, or your Legal Personal Representative (who is generally the executor of your Will or the administrator of your estate).

A Dependant includes:

- your current spouse (including de facto spouse) of either gender,
- your children of any age (including adopted children, stepchildren and your spouse's children),
- someone who is financially dependent on you, or
- someone with whom you have an 'interdependency relationship'.

An interdependency relationship is when two people:

- have a close personal relationship; and
- they live together; and
- one or each of them provides the other with financial support; and
- one or each of them provides the other with:
 - domestic support and personal care, but not if one of them provides domestic support and personal care to the other under an employment contract or a contract for services or on behalf of another person or organisation such as a government agency, a body corporate or a benevolent or charitable organisation; or
 - support or care of a type and quality normally provided in a close personal relationship, rather than by a mere friend or flatmate.

Two people also have an interdependency relationship if:

- they have a close personal relationship; and
- they do not meet the other requirements of interdependency because:
 - either or both of them suffering from a disability including a physical, intellectual or psychiatric disability; or
 - they are temporarily living apart.

Important: A Dependant must be alive and meet the definition of Dependant immediately before your death. If a nominated beneficiary is not your Dependant, the portion of the benefit to be paid to that nominated beneficiary will not be paid as if there is no valid binding death benefit nomination.

Can I change my beneficiary nomination?

If your circumstances change, you should consider updating your binding death benefit nomination. You can replace or cancel your nomination at any time by completing a new Binding Death Benefit Nomination form.

Does my nomination expire or become invalid?

A lapsing nomination is legally binding for three (3) years from the date it is signed. A non-lapsing nomination does not expire however, like a lapsing nomination, its validity will be assessed at the time of your death.

It is important that you review each of your nominations regularly to ensure they remain current and reflect who you wish the Trustee to pay your benefits to.

The information contained in this form is general information only and does not take into account your personal investment objectives, financial situation or personal needs. You should talk to your Financial Adviser and legal adviser, and carefully consider the appropriateness of making a binding death benefit nomination having regard to your objectives, financial situation and needs.

The information in this form, is based on understanding of present law and its continuance. The Trustee reserves the right to change the terms of a binding death benefit nomination where permitted to do so by law.

Binding Death Benefit Nomination Form

This form is used when you want to override the Trustee's discretion when determining how a death benefit is to be paid. You can use this form to establish a new binding death nomination, amend or cancel an existing binding death nomination.

Section 1: Personal details

Member number:			
Full name:		Date of birth:	
Postal address:			
Suburb:		State:	
		Postcode:	

Section 2: Reason for request

Please select the reason for your completion of this form (please select one option only):

☐ I wish to establish a new binding death benefit nomination (please complete Section 3, 4 & 6).

☐ I wish to renew or amend an existing binding death benefit nomination (please complete Section 4 & 6).

☐ I wish to cancel an existing binding death benefit nomination (please complete Section 6).

Note: If you cancel and do not make another nomination at this time, the Trustee will have discretion to decide to whom the benefit is paid.

Section 3: Type of nomination

Please select which type of binding nomination you are declaring on this form:

Non-lapsing binding death nomination

Non-lapsing means the nomination you make now will **not** expire and will remain valid on your account until you notify us otherwise. You can cancel or amend your nomination at any time by completing a new form.

Lapsing binding death nomination

A lapsing binding nomination will remain binding on your account for a period of three (3) years, after which your nomination will become non-binding unless you notify us to renew the nomination. You can cancel or amend your nomination at any time by completing a new form.

Please note for nominations made under a Power of Attorney:

- If you intend to make a binding nomination using a power of attorney, independent legal advice should be sought. Without proper legal guidance, the nomination may be invalid for reasons such as the attorney being a potential beneficiary of your death benefit (directly or indirectly).
- The Trustee does not assess whether a nomination made under a power of attorney involves a conflict of interest or determine its validity on that basis at the time the binding nomination is lodged.
- At claim time, the Trustee will assess any potential conflicts of interest and confirm the attorney's authority to make or renew a binding nomination on your behalf when verifying the validity of the nomination, noting that circumstances may have changed since the nomination was made.

Section 4: Your beneficiaries

I'd like to nominate the individual(s) listed below:

First name	Last name	Date of birth	Portion of benefit (%)

Relationship

Spouse

Child

Interdependency
Relationship

Financial dependent

First name	Last name	Date of birth	Portion of benefit (%)

Relationship

Spouse

Child

Interdependency
Relationship

Financial dependent

First name	Last name	Date of birth	Portion of benefit (%)

Relationship

Spouse

Child

Interdependency
Relationship

Financial dependent

First name	Last name	Date of birth	Portion of benefit (%)

Relationship

Spouse

Child

Interdependency
Relationship

Financial dependent

and/or

Portion of benefit (%)

I'd like to nominate the executor or administrator of my estate (my legal personal representative)

The total allocated must equal 100%, or all the nominations will be invalid.

100%

Section 5: Important information before making or amending your nomination

Read these notes before making or amending your nomination.

1. The Trust Deed for Super Simplifier provides for your death benefit to be paid to one or more of your dependents or to your estate at the Trustee's discretion. Use this form if you want to override the Trustee's discretion in determining how your benefit is paid in the event of your death.
2. You may need to consider changing your nomination if your personal circumstances change.
3. When you make a valid binding nomination of beneficiary, you override the Trustee's discretion in determining who should receive your superannuation benefits in the event of your death.
4. The Trustee must pay the benefits to the beneficiaries specified by you and in the proportions that you specify provided your nomination is valid when the benefit is paid.
5. Your nomination should be reviewed regularly. If, after making a lapsing or non-lapsing death benefit nomination, you marry, separate or divorce, enter a de facto relationship (including same sex), have a child, if someone you nominate has died, or someone becomes or is no longer financially dependent upon you or in an interdependency relationship with you, then you should review your nomination or consider making a new nomination.
6. A lapsing binding death benefit nomination expires three (3) years after the date on which you sign and date the Binding Death Benefit Nomination form. If you do not make a new nomination or renew your existing nomination before it expires, your binding nomination will no longer be valid, and the Trustee will have discretion to decide to whom the benefit is paid. Please note that you will receive a letter prior to the three (3) year expiry date.
7. If any person nominated on the Binding Beneficiary Nomination form is not your dependant, your nomination will be invalid and the Trustee will be required to decide to whom the benefit is paid.
8. For the Binding Death Beneficiary Nomination form to be valid and effective:
 - i. All percentages of benefit must add up to 100%; and
 - ii. It must be signed and dated by you in the presence of two witnesses who are both at least 18 years old and who have not been nominated to receive a part of your death benefit.
9. Nominated beneficiaries may include eligible dependents and/or a legal personal representative.
10. You may revoke or change your nomination at any time by completing a new Binding Death Beneficiary Nomination form.
11. If you have made a valid non-lapsing binding death nomination, you will receive a letter every three (3) years to remind you of your binding nomination(s).
12. If you cancel your binding nomination and do not make another nomination, the Trustee will have discretion to decide to whom the benefit is paid.

Section 6: Member declaration

This section must be signed by you as a member.

I acknowledge that I have read Section 5 on 'Important information before making or amending your nomination'.

Member Name

Signature

Date

Section 7: Witness declaration

I acknowledge that I am at least 18 years old, that I am not a nominee on this form, and that the above Member declaration was signed and dated by the Member in my presence.

Name of Witness 1

Signature of Witness 1

Date

Name of Witness 2

Signature of Witness 2

Date

Please email a copy of the completed and signed form to supersimplifier@dash.com.au or post a copy of the original signed form to Super Simplifier Member Administration PO Box 1814, Newcastle NSW 2300. **Please retain the original signed form to provide to the Trustee in the event your beneficiary nomination is contested.**

We are committed to respecting the privacy of the personal information you give us. We have published our Privacy Statement on our website at www.dash.com.au.