

# Binding Death Benefit Nomination (non-lapsing)

## Zurich Insurance-only Superannuation Plan

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As a member of the Zurich Insurance-only Superannuation Plan, a division of Brighter Super (“Zurich Plan”), you can choose whether or not to make a non-lapsing binding death benefit nomination. Where the Trustee has consented to your nomination, your benefit will be paid as a lump sum or pension to the person that you have nominated as long as your nomination remains valid, and has been made in the required manner.

### Why should I make a binding death benefit nomination?

The main reason for making a binding death benefit nomination is for certainty. It enables you to nominate exactly who gets your super. This will result in more efficient estate planning and can prevent disputes over your death benefits.

### Who can I nominate?

For your binding death benefit nomination to be valid, each nominated beneficiary must be your Dependant as defined below, or your Legal Personal Representative (generally the executor of your will or the administrator of your estate).

#### Definition of Dependant

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’.

Two people have an ‘interdependency relationship’ if:

- they 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 but they do not meet the other requirements of interdependency because:

- due to 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 or your Legal Personal Representative, the portion of the benefit to be paid to that nominated beneficiary will be paid as if there is no valid binding death benefit nomination.

## What happens if I don't have a valid binding death benefit nomination?

You are under no obligation to make a binding death benefit nomination.

Where there is no valid binding death benefit nomination, the Trustee must pay the death benefit (or applicable proportion) in accordance with the trust deed provisions in force at the time of your death. Currently, this generally means that the benefit will be paid to your Legal Personal Representative, unless the Trustee:

- is unable to identify your Legal Personal Representative within 6 months of the Trustee being notified of your death; or
- has reason to believe your estate is insolvent

If either of the above applies, benefits are instead paid to your spouse or, if none, children in equal shares (where there are more than one). For example, if you have no spouse and two children, both children would receive 50%.

Note that a person is only a 'spouse' or a 'child' if the Trustee is aware of the person's existence and is satisfied of their status as such. If there is no spouse or child, then the Trustee must pay the death benefit to your Legal Personal Representative (even if the estate is insolvent) or deal with the death benefit under applicable laws relating to unclaimed super.

## What about my will?

Your will relates to the distribution of any assets that form part of your estate. Therefore only that portion (if any) that is payable to your Legal Personal Representative (either as a nominated beneficiary or in the circumstances stated above where there is no binding death benefit nomination) will fall under the direction of your will. If you have nominated your spouse or children to receive part, or all, of your superannuation monies, then this money will be paid to the individuals directly and will not form part of your estate.

This means that if you wish to change the manner in which your superannuation money will be distributed you may need to request the Trustee change your nominated beneficiaries. It may not be sufficient to include alternate instructions in your will as this money may not form part of your estate.

## How to set up a valid binding death benefit nomination?

To set up a binding death benefit nomination you must:

- be a member of the Zurich Plan;
- complete this nomination form and send the original to the address shown or email a scanned copy to [zurich.enquiries@iasas.com.au](mailto:zurich.enquiries@iasas.com.au) with a minimum resolution of 300 dpi;
- if you are a new member you will also need to complete the application form in a current Product Disclosure Statement (which can be obtained from your financial adviser or by calling Zurich Customer Care on 131 551).

For a valid nomination to be set up:

- the proportion of your death benefit to be paid to each beneficiary must be clearly set out (and total 100%);
- the nomination must be signed and dated by you in the presence of two witnesses, both of whom are over 18 years of age and are not nominated to receive a benefit (the Trustee will not accept a nomination signed by your Power of Attorney);
- each beneficiary you nominate must be your dependant or your legal personal representative; and
- the Trustee must receive and consent to your nomination prior to the date of death of the member.

**Note:** A nomination only applies to the death benefit payable under each particular insurance product you hold in the Zurich Plan. Therefore if you hold multiple interests in the Zurich Plan, each with respect to a different insurance product, any subsequent nomination in respect of an interest revokes a prior nomination in respect of that interest only - which may mean you need to make multiple nominations.

## Once I make a binding death benefit nomination, can I change it?

Yes you can. Over time your individual situation may change (eg you may marry, enter a de-facto relationship, have a child or someone you have nominated has died) so it's important you ensure your binding death benefit nomination remains current at all times.

You may revoke or change your nomination at any time by completing a new non-lapsing death benefit nomination form. It will come into effect once the Trustee has consented to it and will then completely replace all previous nominations.

## Does my nomination expire?

To remain a valid nomination, a nominated beneficiary must still be a dependant at the time of death.

You should periodically review each of your nominations to ensure you still wish the Trustee to pay the person(s) you have nominated, because it will not automatically become invalid after a fixed period of time.

The entire nomination will however, become automatically invalid in the event of marriage, divorce or entering or ending an equivalent de facto relationship.

Details of any nomination that the Trustee has consented to will be included in your annual statement.

The information contained in this brochure is general information only. It does not take into account your personal investment objectives, financial situation or particular needs. You should consider the appropriateness of making a binding death benefit nomination having regard to your objectives, financial situation and needs. We recommend you seek professional advice on relevant legal, taxation, social security and financial matters before making any decision. The information in this brochure, including taxation matters, is based on our 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.

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## Zurich Insurance-only Superannuation Plan

**Important:** The Trustee requires the form to be returned to the address listed at the bottom of this form or a scanned copy (with a minimum resolution of 300 dpi). Your binding death benefit nomination will not be valid until the Trustee receives the form, prior to the date of death of the member, and consents to the nomination. Please use BLOCK letters when completing this form.

### 1. Member details (your details)

Zurich Plan policy number (if known)

Title	Surname		
Given name(s)	Date of birth	/	/
Residential address	State	Postcode	
Postal address (if different to above)	State	Postcode	
Contact details	Work ( )	Home ( )	
	Mobile	Email	

### 2. Nominated beneficiaries

Please tick **one** of the following options and complete the table below for the above policy in the Zurich Plan:

- I am making my **FIRST** non-lapsing binding death benefit nomination.
- I am **REPLACING** an existing non-lapsing binding death benefit nomination, with all prior nominations being revoked.
- I am **REVOKING** an existing non-lapsing binding death benefit nomination (please go to Sections 3 & 4).

**Important:** A nomination only applies to the death benefit payable under each particular insurance product you hold in the Zurich Plan. Therefore if you hold multiple policies in the Zurich Plan, you will need to complete a separate Binding Death Benefit Nomination form for each policy.

#### Beneficiary 1

Title	Surname	First name	Date of birth	/	/
Residential address	State	Postcode			
Relationship to the member					Portion of total benefit
<input type="checkbox"/> Spouse	<input type="checkbox"/> Child	<input type="checkbox"/> Financial Dependent	<input type="checkbox"/> Interdependent	<input type="text"/> %	

#### Beneficiary 2

Title	Surname	First name	Date of birth	/	/
Residential address	State	Postcode			
Relationship to the member					Portion of total benefit
<input type="checkbox"/> Spouse	<input type="checkbox"/> Child	<input type="checkbox"/> Financial Dependent	<input type="checkbox"/> Interdependent	<input type="text"/> %	

#### Beneficiary 3

Title	Surname	First name	Date of birth	/	/
Residential address	State	Postcode			
Relationship to the member					Portion of total benefit
<input type="checkbox"/> Spouse	<input type="checkbox"/> Child	<input type="checkbox"/> Financial Dependent	<input type="checkbox"/> Interdependent	<input type="text"/> %	

#### Legal Personal Representative

					Portion of total benefit
					<input type="text"/> %

**Total must equal 100% or all nominations will be invalid. You can nominate a percentage up to two decimal places. 100%**

### 3. Member declaration and signature

- I am a member of the Zurich Insurance-only Superannuation Plan, a division of Brighter Super or have applied to be a member.
- I have read and understood the important notes at the beginning of this form and understand the consequences of making a non-lapsing binding death benefit nomination.
- I understand that if a beneficiary nominated to receive a benefit predeceases me, or if a person nominated is not a dependant as defined by the Superannuation Industry (Supervision) Act 1993 (SIS Act) or legal personal representative at the time of my death, my benefit will be paid in accordance with the default provisions current at the time of my death.
- I understand this entire nomination will automatically become invalid in the event of marriage, divorce or entering or ending an equivalent de facto relationship.
- I understand this binding death benefit nomination overrides all previous nominations for this policy including nominations made in any product application form(s).
- I understand that this binding death benefit nomination applies to the policy specified in Section 1 only and that I need to make a separate nomination in respect of any other policy I may have under the Zurich Insurance-only Superannuation Plan.
- I understand it is my responsibility to regularly review my nomination to ensure it remains current.
- I understand I can cancel this nomination at any time in writing to the Trustee or replace it by making a new nomination.
- I understand this nomination is not binding until received and accepted by the Trustee or its delegate.
- I understand this declaration must be signed and dated by me in the presence of two witnesses (who are not nominated by me as a beneficiary of my death benefit), and that both of the witnesses must be over the age of 18.

Original signature of member

Date

**X**

/ /

### 4 Witness declaration and signature

**Two witnesses must complete the declaration below and sign, declaring that the form was signed by you in the presence of both witnesses.**

#### Witness declaration

As witnesses you declare that as at the date of signing:

- you are over 18,
- you are not nominated to receive a benefit, and
- you were present when the member signed this form.

#### Witness 1

Title Surname

Given name

Residential address

Suburb

Postcode

Original signature of Witness 1

**X**

Date witnessed (must be the same date as the member signed)

/ /

#### Witness 2

Title Surname

Given name

Residential address

Suburb

Postcode

Original signature of Witness 2

**X**

Date witnessed (must be the same date as the member signed)

/ /

### 5 Your privacy

The Trustee is bound by the Privacy Act 1988 (Cth). In completing the forms or questions herein you will be providing us with your personal and, perhaps, sensitive information. The collection and management of this information is governed by the Privacy Act 1988. For a more detailed explanation of the Trustee's Privacy Policy please visit our website at [brightersuper.com.au/about-us/governance/reports-and-policies/privacy](http://brightersuper.com.au/about-us/governance/reports-and-policies/privacy). If you are disclosing personal information about any other person, you confirm that you have obtained the consent of that person and made them aware of the Privacy Policy.

The trustee of the Zurich Insurance-only Superannuation Plan, a division of Brighter Super ABN 23 053 121 564 ('Zurich Plan') is Brighter Super Trustee ABN 94 085 088 484 AFSL 230511 RSE L0000178. Zurich Australia Limited ABN 92 000 010 195 AFSL 232 510 is the issuer of the Zurich insurance policies to the trustee for the benefits provided from the Zurich Plan. The administrator of the Zurich Plan is Insurance & Superannuation Administration Services Pty Ltd ABN 31 058 682 876 PO Box 1305, South Melbourne, Vic 3205. Phone 1800 959 989.

Any questions? Call 1800 959 989

Please send your completed form to:



Insurance & Superannuation Administration Services Pty Ltd  
PO Box 1305  
South Melbourne VIC 3205



[zurich.enquiries@iasas.com.au](mailto:zurich.enquiries@iasas.com.au)