

# MAKING, CHANGING OR CANCELLING A BINDING DEATH NOMINATION



Please read the following **Important information** for details on how to make a binding nomination,

## WHO CAN YOU NOMINATE?

You can nominate as many beneficiaries as you like, as long as each person falls into at least one of the following categories:

- **Your spouse** – a person who is married to you [valid under the *Marriage Amendment Act 2017* (CTH)], or has a registered relationship with you, or is in a de facto relationship with you (whether opposite sex or same sex).
- **Your children** – including adopted, step or ex-nuptial, a child of your spouse and someone who is your child within the meaning of the Family Law Act 1975.
- **Another dependant**, defined as:
  - A person who is wholly or partially financially dependent on you, or
  - A person in an interdependent relationship with you.Two people will have an interdependency relationship if:
  - they live together;
  - they have a close personal relationship; and
  - one or each of them provides the other with financial and domestic support and personal care.Interdependency can also apply in the case where a close personal relationship exists but the other requirements for interdependency are not satisfied because either or both people suffer from a physical, intellectual or psychiatric disability.
- **Your Legal Personal Representative** – the executor of your will or administrator of your estate.

The most appropriate nomination will depend on your personal circumstances. As there may be taxation, Centrelink, asset protection and other implications to consider, we recommend that you seek professional legal, taxation and financial advice before making your nomination.

## WHAT IS A VALID NOMINATION?

To make a nomination valid, you must also follow these procedures. Your nomination must:

- Be made to Energy Super in writing on the application form
- Clearly set out the proportion of the benefit to be paid to each person nominated (total must add up to 100%)
- Be signed and dated by you in the presence of two witnesses over the age of 18 who are not nominated on the form
- Be signed and dated by the two witnesses present (the date signed must match the date for your signature)
- Be sent to Energy Super (**a nomination will not be valid until we receive the original form**)
- Be less than three years since it was first signed, last amended or confirmed
- Meet the criteria in the **Who can you nominate?** section above.

You may also wish to inform your nominated beneficiaries of your nomination.

## HOW LONG IS THE NOMINATION VALID?

If you make a binding nomination that is fully and correctly completed and witnessed, and nominates an eligible beneficiary, or more than one eligible beneficiary in specified proportions, it will be valid for **three years** from the date you sign this form.

If your nomination is valid, the Trustee will follow it no matter how your circumstances have changed. For example, if you nominate your husband or wife and you later separate, but have not yet obtained a divorce, your nomination remains valid and binds the Trustee unless you vary or cancel it, or it expires. Even after divorce, your nomination

may still be valid if your former spouse qualifies as another type of dependant.

## YOUR NOMINATION WILL BECOME INVALID IF:

- you don't renew your binding nomination after three years from the date you make the nomination;
- one of your beneficiaries is no longer an eligible dependant (e.g. they die before you do);
- you revoke (cancel) your nomination;
- you replace your nomination by making a new Binding Death Benefit nomination or a Non-lapsing Death Benefit nomination;
- you nominate a reversionary beneficiary (in relation to pension accounts only).

**It is important that you review your nomination regularly and consider updating your nomination whenever your personal circumstances change.**

You may renew, change or cancel your nomination at any time.

## HOW DO YOU UPDATE YOUR BINDING NOMINATION?

If you want to make, amend or cancel a binding nomination, you must follow these procedures:

- **Make, amend or renew a nomination:** If you want to make a nomination, you must write your chosen beneficiaries' details in the **Beneficiary details** section of this form and the **Percentage of benefit** column must total 100%. The form must be signed, dated and witnessed.
- **Cancel a nomination:** If you want to cancel a current binding nomination and not replace it, you must write "cancel previous nomination" in the **Beneficiary details** section of the form. Please note that the form must still be signed, dated and witnessed.

You'll need to complete a separate nomination form for each account you hold with Energy Super.

We will write to you to confirm your new, amended or cancelled nomination. We will also write to you seeking your instructions prior to the expiry of any existing nomination. You will be advised of your nomination each time we send your *Annual Statement*, and be provided with the opportunity to update your nomination. Additional *Binding Death Benefit Nomination* Forms can be obtained from Energy Super or you can download one from the Energy Super website at [energysuper.com.au](http://energysuper.com.au)

## IF, AT THE TIME OF YOUR DEATH:

- You have not made a binding death benefit nomination, or
- Your nomination has been revoked (cancelled), or
- Your nomination is invalid (for example, it is not correctly signed and witnessed, it is more than three years old and had not been renewed, or any of the people nominated dies before you or no longer falls within one of the permitted categories);

the Trustee of Energy Super will use its discretion to determine how your benefit should be paid.

## IS THERE A FEE FOR MAKING A BINDING NOMINATION?

We do not charge a fee to process a binding death benefit nomination.

## DO YOU WANT MORE INFORMATION?

Before making or cancelling a binding death benefit nomination you should read the *Product Disclosure Statement* relevant to you and consider consulting your legal, taxation and financial advisers.

# BINDING DEATH BENEFIT NOMINATION FORM



**To make a binding nomination or to change an existing nomination, please complete this form.**

Make sure you list ALL the names of the persons you wish to be beneficiaries of your Energy Super death benefit in the **Beneficiary details** section. If you are adding beneficiaries, ensure that you include those previously nominated as well as your new beneficiary(ies).

**Please complete all sections of this form in BLOCK letters using a blue or black pen.**

Please note: You must sign and date this form in the presence of two witnesses over the age of 18 who are not beneficiaries. This form must be clear, legible and completed correctly. Any alterations to this form must be initialled by you and both witnesses. It is also important to note that the original form must be returned to Energy Super as it will not be accepted if faxed or emailed.

**Please tick ONE of the boxes below and follow the instructions.**

- I would like to MAKE, AMEND OR RENEW a binding nomination.** Enter your nominations in the **Beneficiary details** section, sign and date the **Member declaration** and have two witnesses sign and date the **Witness declaration**.
- I would like to CANCEL a binding nomination.** To cancel a current nomination and not replace it, write "cancel previous nomination" in the **Beneficiary details** section, sign and date the **Member declaration** and have two witnesses sign and date the **Witness declaration**.

## YOUR PERSONAL DETAILS

Energy Super member number\* (if known):

Surname:

Title: Mr  Mrs  Ms  Miss  Dr

Given names:

Date of birth: (DD/MM/YYYY)   /   /

Residential address:

State:  Postcode:

Postal address (if same as residential address, write "as above"):

State:  Postcode:

Telephone (home):

Telephone (work):

Mobile:

Primary email:

Secondary email:

\*Please note you must complete a separate form for each account you hold.

## BENEFICIARY DETAILS

You can nominate as many beneficiaries as you like. Each beneficiary must be an eligible dependant (your spouse, child, or another dependant) or your Legal Personal Representative. The percentages allocated to each beneficiary must total 100% or this nomination will not be valid.

Please refer to the **Important information** section for more information about who is eligible to be nominated.

FULL NAME OF BENEFICIARY	DATE OF BIRTH (DD/MM/YYYY)	ADDRESS	RELATIONSHIP TO YOU	% OF BENEFIT
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
			<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial Dependent	%
Your Legal Personal Representative (Executor or Administrator of your Estate)				%
				<b>Total 100%</b>

## MEMBER DECLARATION

**You must sign and date this form in the presence of two witnesses over the age of 18 who are not beneficiaries.**

**If any part of this form is unclear, illegible or not completed correctly, this form will not be binding on the Trustee.**

I hereby declare that to the best of my knowledge and belief, the information I have provided is true and correct. I acknowledge that Energy Super collects my personal information when I complete this *Binding Death Benefit Nomination Form*, and confirm that I have read and understood the Privacy Statement set out on page 4. By completing this *Binding Death Benefit Nomination Form*:

- I cancel any earlier Death Benefit Nomination to the Trustee by me. It is my intention that this nomination will be binding on the Trustee as permitted by law.
- I give the Trustee notice that on my death, my death benefit (if any) payable from Energy Super shall be paid in the proportion shown to any one or more of my dependants if they are eligible beneficiaries or my Legal Personal Representative as listed above.
- I understand this binding nomination is valid for three years from the date I have signed this form.
- I understand I may at any time cancel or change a binding nomination notice in accordance with Energy Super's procedures.
- I understand that if the Trustee has not received my valid nomination at the time of my death, the benefit will be determined by the Trustee.
- I have read and understood the **Important information** section which sets out the terms upon which this nomination is made and I understand that these are consistent with the *Energy Super Trust Deed*, a copy of which is available on request.

Member's signature:

Date: (DD/MM/YYYY)

 /  / 

## WITNESS DECLARATION

I hereby declare that I am over the age of 18 years. I am not a beneficiary nominated on this form and I have witnessed the member signing this form.

Signature of witness #1:

Date witnessed:  
(DD/MM/YYYY)

 /  / 

Print name:

Signature of witness #2:

Date witnessed:  
(DD/MM/YYYY)

 /  / 

Print name:

## PRIVACY STATEMENT - YOUR PRIVACY IS IMPORTANT TO US

This Privacy Statement provides you with details about the personal information we have collected from you, how we will manage that information and how to contact us if you have any privacy concerns, including if you want to make a complaint.

### Why we collect personal information?

Energy Super\* collects your personal information in order to:

- identify and verify your identify and conduct appropriate checks;
- answer your queries;
- communicate with you about your account and keep you informed about membership opportunities, including products, services, promotions and an online news subscriptions;
- understand your requirements and provide you with a product or service;
- manage and respond to complaints, investigations and disputes and report to dispute resolution bodies and regulatory bodies;
- process your application for membership; and
- manage our ongoing relationship with you as further described in this statement.

### How we manage your personal information

We may disclose your personal information to our authorised personnel, third parties (e.g. employers) and our service providers, including our fund administration services provider (Link Group), insurers, MLC Life Insurance and Beazley, and ESI Financial Services Pty Ltd (a wholly-owned entity of Energy Super).

If we collect your personal information, we will only use and disclose your personal information for the purposes we collected it for or where you would reasonably expect us to.

We may use and disclose your personal information in order to:

- administer your account, provide insurance cover and provide services complementary to your account, such as seminars, newsletters, educational materials and access to financial advice;
- communicate with other superannuation fund trustees and administrators if you transfer your super to another fund;
- communicate with Government, Statutory or Regulatory bodies and Enforcement bodies;
- obtain legal and professional opinions;
- utilise a service from web hosting companies, software provider or web application;
- deal and communicate with any other organisation or person, where you have asked them to provide your personal information to us, asked us to obtain personal information from them, or where you have asked us to provide your personal information to them. For example, a family member or your spouse, a personal authorised under a third party authority, a third party claimant or witnesses in a claim;
- conduct market research and analysis, develop and improve our products and services, and inform you about additional products and services that may be of interest to you; and
- meet legislative and regulatory obligations.

### What happens if you do not give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services available to you.

### How we collect your personal information

We generally collect your personal information directly from you, but may also collect it from other organisations such as your employer, your representatives, organisations who provide products or services to you jointly with us, and from publicly available sources. We may also be required to collect your personal information under anti-money laundering, corporations, family, insurance, superannuation and taxation legislation, or under court/tribunal orders.

We are likely to disclose your personal information to organisations and persons located overseas. These countries include New Zealand, the United Kingdom, Ireland, France and the United States of America, depending on the details of the transaction or other act you ask us to or we are required carry out. Our fund administrator, Link Group, may use service providers located in overseas countries for aspects of fund administration (a current list of countries can be found in their privacy policy at [www.linkgroup.com.au](http://www.linkgroup.com.au)).

Energy Super and the ESI Group\* have a Privacy Policy which is available for download - or by contacting us on **1300 436 374** or **info@energysuper.com.au**. The Privacy Policy also contains information on how you may access and seek correction of your personal information held by Energy Super, and also how to complain about a breach of your privacy and how we will deal with that complaint.\* Energy Super is a reference to Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439) (AFSL 336567) (the Trustee), as Trustee for Energy Super (ABN 33 761 363 685) (the Fund). Energy Super is a member of the ESI Group.

## RETURN THIS FORM

### Energy Super

PO Box 10530

Brisbane Adelaide Street QLD 4000

## TALK TO US

T 1300 436 374

E [info@energysuper.com.au](mailto:info@energysuper.com.au)

W [energysuper.com.au](http://energysuper.com.au)

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