

Colonial First State – Personal Pension Plan Binding Death Nomination Form



Please phone Colonial First State Investor Services on **13 13 36** with any enquiries.

Please complete this form using **BLACK INK** and print well within the boxes in **CAPITAL LETTERS**. Mark appropriate answer boxes with a cross like the following . Start at the left of each answer space and leave a gap between words.

FORM CHECKLIST

Please complete this checklist before sending the form to Colonial First State.

- I confirm the form has been signed by two witnesses in **section 3**. Note the witnesses cannot be nominated to receive your death benefit.
- I confirm the day the two witnesses signed the form is the same day I signed the form in **section 3** and the form is dated accordingly.
- I confirm that details of my nominated dependants have been provided in **section 2**.

1. INVESTOR DETAILS

Personal Pension Plan account number:

0 2 0

Title

Mr Mrs Miss Ms Other

Given name(s)

Surname

Contact phone number

Your postal address

Unit number Street number PO Box

Street name

Suburb

State Postcode

Country

Email

2. NOMINATION DETAILS

Please note: If you wish to revoke and remove your existing binding death nomination without replacing it, please cross (X) the box below:

No nomination

Please provide details of your nominations below.

		% of benefit (total must equal 100%)
<p>If you wish to nominate that the whole of your benefit is paid to your estate, please cross (X) the box below:</p>		
<input type="checkbox"/> Legal personal representative		1 0 0 %
<p>OR</p>		
Full name	Date of birth	% of benefit
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
Relationship to member (please cross (X) one):		
<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependant <input type="checkbox"/> Interdependency relationship <input type="checkbox"/> Legal personal representative		
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
Relationship to member (please cross (X) one):		
<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependant <input type="checkbox"/> Interdependency relationship <input type="checkbox"/> Legal personal representative		

Important information about *binding death nominations, reversionary beneficiaries* and non-binding nominations

Further information about the terms in *italics* is in our 'Super terms explained' brochure. You should always refer to the most up-to-date version available free of charge on our website, colonialfirststate.com.au/supertermsexplained, or by calling Investor Services on 13 13 36.

In December 2008, changes were made to legislation to allow *death benefits* to be paid to a broader class of *dependants* including same-sex spouses and children of those relationships. These changes are reflected below.

What is a *binding death nomination*?

You can complete a *binding death nomination* to require that we pay your *death benefit* to the *dependants* you nominate or to your *legal personal representative*. If you complete and we receive your valid *binding death nomination* prior to your death, we are required to follow your nomination. This can provide you with greater certainty on who will receive your *super benefit* when you die.

It is important to be aware before completing a *binding death nomination* that:

- Your *binding death nomination* must be renewed every three years to remain valid. We will generally contact you before your nomination expires; however, you should always ensure your nomination is current and valid.
- Your *binding death nomination* is binding on the trustee and, if valid, cannot be overruled by the trustee. Accordingly, you should ensure it is always up-to-date and reflects your wishes given your current personal circumstances. In particular, it is important to review that your nomination is still appropriate and reflects your wishes if you get married, separate or get divorced, 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.
- If you nominate your *legal personal representative*, your *death benefit* will be paid to your estate and distributed in accordance with your will or the laws of intestacy. This means that the distribution may be challenged if someone disputes your will or the distribution of your estate. If you nominate your *dependants*, your *death benefit* will be paid directly to them.
- Tax may be withheld from your *death benefit* when paid to your *dependants* or distributed from your estate. There are differing tax treatments of *death benefits* depending on how old you are, how old your nominated beneficiaries are and who you nominate and whether it is paid as a *pension* or a lump sum. You should read the 'About pensions' section of the Product Disclosure Statement (PDS) and refer to the 'Super terms explained' brochure for more information or talk to your financial adviser.

To make a valid *binding death nomination*:

- you must be at least 18 years of age
- you must complete, in writing, the *binding death nomination* form available in the most up-to-date PDS or on our website or by calling us

- by law, your nomination will only be valid if you nominate a person(s) who at the time of your death is your *dependant* or your *legal personal representative*. Refer below for more information
- you must complete the full name and date of birth of each person nominated to ensure that we can identify them in the event of your death
- you must ensure that the proportion payable to each person nominated is stated and you have allocated 100% of your *death benefit*
- your nomination must not be ambiguous in any other way
- you must sign the *binding death nomination* form in the presence of two witnesses who are both at least age 18 and are not nominated on the form, and
- you must send and we must receive your validly completed nomination prior to your death.

You may amend, renew or revoke your nomination at any time by completing a new *binding death nomination* form in writing, available in the most up-to-date PDS or on our website or by calling us.

Reversionary beneficiary nominations

When you commence your *pension* under Personal Pension Plan you are able to nominate on the application form a *reversionary beneficiary* to receive your *pension* when you die. You may only nominate a *dependant* as your *reversionary beneficiary*.

This in effect nominates this *reversionary beneficiary* as the owner of the *pension* when you die. Accordingly, this *reversionary beneficiary* nomination will take precedence over any subsequent non-binding nomination or *binding death nomination*. If you wish to add or change your *reversionary beneficiary* you will generally need to complete a new application form.

Non-binding nominations

When you commence your *pension* under Personal Pension Plan you are able to make a non-binding nomination on the application form to tell us who you would like to receive your *death benefit* when you die. You may only nominate your *dependants* or your *legal personal representative*.

Please be aware that although we will take this nomination into consideration, we are not obliged to follow it. Generally, if you have more than one *dependant*, we will pay your *death benefit* to your *legal personal representative* instead.

If you would like to consider a more binding form of nomination, please consider appointing a *reversionary beneficiary* or making a *binding death nomination*. The subsequent nomination of a *reversionary beneficiary* or completion of a valid *binding death nomination* will supersede any previous non-binding nomination you have made.

Important information about *binding death nominations, reversionary beneficiaries* and non-binding nominations (continued)

Who can you nominate?

A valid *binding death nomination* can only nominate your *legal personal representative* or your *dependants*. Your *legal personal representative* is the person appointed on your death as the executor or administrator of your estate. Your *dependants* are:

→ your current *spouse*

This includes the person at your death to whom you are married or with whom you are in a de facto relationship (whether of the same sex or a different sex) or in a relationship that is registered under a law of a State or Territory.

→ your *child*

This includes any person who at your death is your natural, step, adopted, ex-nuptial or current spouse's child, including a child who was born through artificial conception procedures or under surrogacy arrangements with your current or then *spouse*.

→ any person financially dependent on you

This includes any person who at your death is wholly or partially financially dependent on you. Generally, this is the case if the person receives financial assistance or maintenance from you on a regular basis that the person relies or is dependent on to maintain their standard of living at the time of your death.

→ any person with whom you have an interdependency relationship

This includes any person who at your death:

- you have a close personal relationship with
- you live together
- you or this person provides the other with financial support, and
- you or this person provides the other with domestic support and personal care.

The relationship is not required to meet the last three conditions, if the reason these requirements cannot be met is because you or the other person is suffering from a disability.

In establishing whether such a relationship exists, all of the circumstances of the relationship are taken into account, including (where relevant):

- the duration of the relationship
- whether or not a sexual relationship exists
- the ownership, use and acquisition of property
- the degree of mutual commitment to a shared life
- the care and support of children
- the reputation and public aspects of the relationship (such as whether the relationship is publicly acknowledged)
- the degree of emotional support
- the extent to which the relationship is one of mere convenience, and
- any evidence suggesting that the parties intended the relationship to be permanent.

If you are considering relying on this category of dependency to nominate a person, you should consider completing a statutory declaration addressing these points as evidence of whether such a relationship exists. You should talk to your financial adviser for more information.

Paying your *death benefit*

At the time of your death, we will contact the people you have nominated in your *binding death nomination* or non-binding nomination to ensure that they are still either a *dependant* or your *legal personal representative* or that your *reversionary beneficiary* is a *dependant*. We are also generally required to establish the identity of this person before paying out your *death benefit*.

If you have nominated one of more of your *dependants*, they will be provided the choice of taking their proportion of the *death benefit* as a lump sum cash payment or a *pension* from Personal Pension Plan. Please note, however, that from 1 July 2007 if you have nominated a *child*, the *death benefit* must be paid to them as a lump sum cash payment unless the *child*:

- is under age 18
- is under age 25 and is financially dependent on you, or
- has a certain type of disability.

If your child's personal circumstances change so that they no longer meet one of these exceptions, we will pay the remaining *account balance* to them as a lump sum cash payment.

A PDS describing the features of a *pension* from Personal Pension Plan is available on our website or by calling us.

No valid *binding death nomination* or *reversionary beneficiary*

Your *death benefit* will be paid to your *legal personal representative* if:

- at the time of your death, you have not completed or we have not received a valid *binding death nomination* or *reversionary beneficiary* nomination
- you have revoked your last *binding death nomination* or it has lapsed
- your nominated *reversionary beneficiary* cannot be identified or is not a *dependant* at the time of your death
- the people you have nominated on your *binding death nomination* cannot be identified or are not at the time of your death your *dependant* or *legal personal representative*, or
- the trustee determines that your *binding death nomination* or *reversionary beneficiary* nomination is otherwise invalid.

This is general information only and does not take into account your personal circumstances. Please talk to your financial adviser for more information on *binding death nominations* and your personal estate planning needs.