

1. Personal details

Title	Surname	Smartsave Member No. (if known)	
Given name(s)			Date of birth (ddmmyyyy)
Residential address			
Suburb	State	Postcode	
Telephone	Email		

2. What would you like to do?

I wish to: Make a new nomination Amend an existing nomination and all prior nominations are revoked

3. What kind of nomination would you like?

Non-binding Binding (non-lapsing) Reversionary (Pension Member only)

Complete Sections 4 and 5 below. Complete Section 6 if you wish the nomination to be binding on the Trustee

4. Nominating your beneficiaries Who would you like your benefit to be paid to in the event of your death?

Beneficiary A	Beneficiary B
Full name	Full name
Residential address	Residential address
Suburb and Postcode	Suburb and Postcode
Date of birth / /	Date of birth / /
Relationship to you (i.e. spouse, child, interdependent, other financial dependant)	Relationship to you (i.e. spouse, child, interdependent, other financial dependant)
Percentage of benefit (whole numbers only - no decimal places) %	Percentage of benefit (whole numbers only - no decimal places) %
Beneficiary C	Beneficiary D
Full name	Full name
Residential address	Residential address
Suburb and Postcode	Suburb and Postcode
Date of birth / /	Date of birth / /
Relationship to you (i.e. spouse, child, interdependent, other financial dependant)	Relationship to you (i.e. spouse, child, interdependent, other financial dependant)
Percentage of benefit (whole numbers only - no decimal places) %	Percentage of benefit (whole numbers only - no decimal places) %

Pension Members Only: If you nominate a beneficiary to receive your pension on your death (called a reversionary beneficiary) you should be aware that government restrictions apply to the continuation of reversionary pensions to children aged 18 or more at the date of your death. The Trustee may be required to pay your benefit as a lump sum (at its discretion) notwithstanding any nomination made by you.

Please Note: If one or more dependants is no longer valid, i.e. a person nominated is no longer a dependant within the terms of superannuation law at the time of payment, we will pay the non-valid portion of your death benefit to your legal personal representative (your estate).

5. Your signature

Note: Binding nomination will be INVALID if member and witnesses sign on different dates.

/ /

Must be same date as witness signature.

Post to Smartsave

Smartsave
PO Box 1282
Albury NSW 2640

6. Binding nominations

To make nominations binding and non-lapsing, TWO witnesses must sign and you must return this original form. A non-lapsing binding death benefit nomination is a written direction to the Trustee that sets out the dependants and/or legal personal representative, as decided by a member, to receive his/her benefit in the event of the member's death. When you make a valid non-lapsing binding nomination, you decide who receives your benefit when you die, and how much of the benefit they receive. Non-lapsing binding nominations do not have an expiry date and will remain valid until you either revoke your nomination or update your nomination. **Note:** Your nominated beneficiaries cannot sign below. I declare that I am aged 18 years or over, I am not a beneficiary nominated on this form and the member signed this binding nomination in my presence.

Signature of Witness A	Signature of Witness B
Name of Witness A	Name of Witness B
/ /	/ /
Must be same date as witness signature.	Must be same date as witness signature.

Before sending this form, please check:

beneficiaries have **not** signed as witnesses;
 two witnesses have signed (if making a binding nomination);

combined allocation of benefits totals 100%;
 you and the witnesses have signed and dated at the same time.

Use this Form to...

Use this form to nominate who receives your superannuation benefit in the event of your death. You can make a non-lapsing binding or non-binding nomination. See below for the difference between the two types of nominations.

The Trustee recommends you seek professional advice before making a nomination. Who you nominate may impact the amount of tax payable in relation to the benefit.

Who you can nominate

Who can receive your benefit in the event of your death?	You can nominate that your benefit is paid to: <ul style="list-style-type: none">▪ your estate; or▪ nominated beneficiary(ies); or▪ a combination of your estate and your nominated beneficiary(ies). Any beneficiary you nominate must be either your Legal Personal Representative (i.e. the executor or administrator of your estate) or dependant at the date of your death.
Who qualifies as a dependant?	Dependants include a: <ul style="list-style-type: none">▪ spouse, including a de facto spouse and in some circumstances, a same sex partner*;▪ child, including an adopted child, step child, ex-nuptial child or child of a spouse;▪ person with whom you have an interdependency relationship (see below for definition);▪ financial dependant.
What is an interdependency relationship?	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.

Non-binding versus 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 or more who is not financially dependent or an interdependent. You can choose to make a non-binding or binding nomination.

What is a non-binding nomination?

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

What you need to do

Complete the form overleaf, except for the witness signatures, and send the form to Client Services.

Please note: for a binding nomination, the original of this form must be posted to Smartsave's Administrator.

What is a non-lapsing binding nomination?

A non-lapsing binding death benefit nomination is a written direction to the Trustee that sets out the dependants and/or legal personal representative, as decided by a member, to receive his/her benefit in the event of the member's death. When you make a valid non-lapsing binding nomination, you decide who receives your benefit when you die, and how much of the benefit they receive.

Non-lapsing binding nominations do not have an expiry date and will remain valid until you either revoke your nomination or update your nomination.

To ensure you make a valid binding nomination:

- 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 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.
- 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. 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, your nomination will no longer be valid and the Trustee will pay the benefit in its absolute discretion.

We recommend that you periodically review your nomination to ensure that your Binding Nomination continues to be appropriate in accordance with your personal circumstances. Without a change directed by you, a non-lapsing binding nomination will continue on even if your personal circumstances change and the Trustee is bound to act upon it if it is valid and in effect at the time of your death.

You may revoke or update your non-lapsing binding nomination at any time by writing to the Trustee and filling out the appropriate form.

Death Benefit Nominations in Your Annual Member Statement

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 review your binding nomination to ensure it continues to suit your circumstances especially if this has changed. You can update or revoke your death benefit nomination at any time by writing to the Trustee.

What you need to do

Complete the form overleaf, including the two witness signatures, and send the form to Client Services. Please note: for a binding nomination, the original of this form must be posted to Smartsave's Administrator.

*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 dependent on, you at the date of your death.