

Bendigo SmartStart – Binding Death Benefit Nomination Form

Bendigo Superannuation

This form can be used for the following products:

- Bendigo SmartStart Super®
- Bendigo SmartStart Pension®

Complete the attached form if you want to make a binding death benefit nomination for your Bendigo SmartStart Super or Bendigo SmartStart Pension products. A separate form will need to be completed for each product you hold.

By completing this form you will bind Bendigo Superannuation Pty Ltd (Bendigo Super) to pay your superannuation benefit on your death to the person(s) you have nominated in this form. Please ensure that you read the terms and conditions outlined in Step 2 prior to completing this form.

* Indicates a **mandatory field**. If you do not complete all of the mandatory fields, there may be a delay in processing your request. Please complete this form in **black or blue ink** using **CAPITAL LETTERS** and where provided, mark answer boxes with an X.

Step 1 Member details

Member number (if known)	<input type="text"/>		
Title	<input type="text"/>	Surname*	<input type="text"/>
Given name(s)*	<input type="text"/>		
Date of birth*	<input type="text"/> / <input type="text"/> / <input type="text"/>	Sex*	Male <input type="checkbox"/> Female <input type="checkbox"/>
Residential address*	<input type="text"/>		
Town/Suburb*	<input type="text"/>	State*	<input type="text"/>
Postal address	<input type="text"/>		
Town/Suburb	<input type="text"/>	State	<input type="text"/>
Contact phone number*	<input type="text"/>		
Email	<input type="text"/>		

Step 2 Conditions

Read how your personal information may be used:

Bendigo Super collects your personal information and the personal information of your beneficiary/ies to assess and administer your request. If you do not provide the information we ask for, we may be unable to do this. We treat your personal information as confidential and only disclose it to others where necessary. For example, we usually disclose your information to organisations to whom we outsource functions such as administrators, mailing and printing houses, to IT providers, to account holders and operators, and to your financial adviser. Some of these organisations may be located overseas. Your information may be disclosed to related companies within the Bendigo and Adelaide Bank Limited group of companies, where its confidentiality is maintained at all times. We do not sell, rent or trade your personal information. You should also read our Privacy Policy which contains information about how you can gain access to and seek correction of your personal information, and how you can complain about a breach of the privacy laws by Bendigo Super and how we will deal with a complaint. Our Privacy Policy is available at bendigosuperannuation.com.au

In the event of your death Bendigo Super may pay the following benefits as a lump sum or as a pension:

- the amount of your superannuation benefits in the Plan which will comprise your Member Account balance plus
- the proceeds of any Death insurance cover you have through the Plan.

There are rules that Bendigo Super will follow when paying your death benefit. These rules are described below.

If you want to direct Bendigo Super to pay your benefit to a particular person (called your beneficiary), then you can complete a Binding Death Benefit Nomination. A valid Binding Death Benefit Nomination means your death benefit will be paid to the beneficiary/ies that you nominate.

When you have nominated a beneficiary and the nomination is valid and current, it will be legally binding upon Bendigo Super and Bendigo Super must act in accordance with that nomination. Commonwealth Government Regulations have imposed strict conditions on how a binding death benefit nomination must be made, amended or revoked. Also, family law and a relationship

breakdown can also affect your nomination as the nominated person may no longer be eligible to receive a superannuation death benefit. We recommend you speak to a licensed financial adviser if this may apply to you.

The following conditions apply to binding death benefit nominations of beneficiaries:

- (a) Nominations can only be accepted on a form which is approved by Bendigo Super. This form is an approved form.
- (b) An original signed copy of this form must be provided to Bendigo Super. An electronic version (fax or email) can be accepted.
- (c) Each beneficiary must be either your Legal Personal Representative (on behalf of your estate) or a dependant for superannuation purposes. Your Legal Personal Representative is the person or organisation you appoint as the executor of your Will, or who is appointed as the administrator of your estate if you die without a valid Will. If you nominate your Legal Personal Representative, then they will receive your death benefit on behalf of your estate. Currently, your dependants for superannuation purposes are:
 - (i) Your spouse which includes:
 - another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under law; and
 - another person (whether of the same sex or a different sex) who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple.
 - (ii) Your child or children which includes:
 - an adopted child, a stepchild or an ex-nuptial child of the person; and
 - a child of the person's spouse; and
 - someone who is a child of the person within the meaning of the Family Law Act 1975.
 - (iii) A person with whom you had an "interdependency relationship" immediately before the date of your death. Under superannuation law, an "interdependency relationship" is defined as a close personal relationship between two people who reside together, where one of both provides the other with financial support, domestic support and personal care. Two people can also have an "interdependency relationship" under superannuation law where they have a close personal relationship, but don't live together or support one another because either of them has a physical, intellectual or psychiatric disability (this would include a person who, for example, lives in an institution). There are other circumstances in which an "interdependency relationship" can arise. This will be determined by Bendigo Super in accordance with the legislation.
 - (iv) Any other person who Bendigo Super in its discretion is wholly or partially financially dependent on you at the time of your death.
- (d) If any beneficiary nominated is not your Legal Personal Representative, spouse, child, financial dependant or a person with whom you had an interdependency relationship immediately before the date of your death, your nomination will not be valid. This may include situations where you divorce or leave a de facto relationship after making a nomination.
- (e) If you want to nominate more than four beneficiaries, you must complete and attach an additional form.
- (f) For each beneficiary, you must specify the proportion of your benefit they are to be paid. The total benefit must have been allocated by you on the form (or forms, if you have nominated more than four persons). Please note: if your allocation does not total 100% the entire nomination will be invalid.
- (g) The nomination must be signed by you and in the presence of two witnesses, both of whom must be at least 18 years of age and not nominated as beneficiaries.
- (h) The entitlements of any nominated beneficiary may be subject to family law legislation in relation to superannuation splitting arrangements.
- (i) You should consider revising your nomination whenever your personal circumstances change. This nomination may be amended or revoked at any time by submitting a new approved form.
- (j) A nomination will remain valid for a period of three years if no amendment or revocation is made by you during that period. You may confirm (renew) your nomination within this period by sending a signed, written notice to Bendigo Super. The nomination will be valid for an additional three years from the date of confirmation. If you amend your nomination, the amended nomination is valid for three years from the date the amendment is made.
- (k) Bendigo Super will contact you before the expiry date to give you the opportunity to renew your nomination. However, it is your responsibility to keep it up-to-date and to renew it every three years. If the nomination remains valid and is in effect at the time of your death, then Bendigo Super has no power to vary it.
- (l) Bendigo Super will remind you annually (via your annual member statement) of the details of your nomination and of its expiry date.
- (m) If you do not nominate a beneficiary or your nomination is invalid (including if it is unclear or defective) or your nomination is not renewed or is revoked before its expiry date, Bendigo Super will consider that no nomination applies. Any benefit payable on death will be paid to your Legal Personal Representative on behalf of your estate as a lump sum payment.
- (n) If your Legal Personal Representative cannot be found, then Bendigo Super may pay your benefit to your dependants, or, if they cannot be located, then to another individual, as allowed under superannuation law.
- (o) If your nomination is invalid (i.e. if it is completed incorrectly or further information is required), Bendigo Super will contact you to permit you to re-submit a valid nomination.
- (p) If you would like information about the taxation of death benefits, please refer to the 'How super is taxed' section of the Bendigo SmartStart Super Reference Guide.

Step 5 Member declaration

- I have read and understood the conditions in Step 2 of this form.
- I must be at least 18 years of age to complete a Binding Death Benefit Nomination and if I am under the age of 18, this nomination will be signed by my parent/guardian on behalf of me;
- I understand that this nomination is binding and that Bendigo Super must pay my death benefit to my nominated dependants and/or Legal Personal Representative as specified on this form;
- I understand that my nomination will not be valid unless I sign and date this form in the presence of two independent witnesses, each of whom is at least 18 years of age and neither of whom is nominated to receive my death benefit;
- I understand that my nomination will not be valid unless I ensure that both witnesses sign and date the independent witnesses' declaration of this form at the same time as I do and in each other's presence;
- I understand that my nomination must be in favour of one or more of my dependants or my Legal Personal Representative;
- Each dependant that I nominate must be my dependant at the date of nomination and at the date of my death;
- My nomination will not be in effect until it has been received and accepted by Bendigo Super;
- My nomination will expire three years after the date it is first signed or last confirmed or amended;
- I can revoke my nomination at any time in accordance with Bendigo Super's procedures;
- It is my responsibility to ensure my Binding Death Benefit Nomination remains valid and current; and
- Bendigo Super accepts no responsibility for an incorrect nomination or completion of this form.

For your binding death benefit nomination to be valid, please ensure that you sign and date this form in the presence of two independent witnesses, each of whom is at least 18 years of age and neither of whom is nominated to receive your death benefit. Please also ensure that both witnesses sign and date the independent witnesses' declaration section of this form (Step 5) at the same time as you do and in each others presence, otherwise your binding death benefit nomination will be invalid.

Signature

Date

 / /

If you are under 18 we require a parent/guardian to sign this form here:

Parent/
guardian
signature

Date / /

Parent/guardian
full name:

Step 6 Independent witnesses' declaration

Witness 1 – I declare that I am at least 18 years of age, I have not been nominated as a beneficiary and that this Binding Death Benefit Nomination was signed and dated by the member in my presence and in the presence of the other witness.

Surname*

Given name*

Signature

*Date witnessed (must be the same as the date the member signs)

Witness 2 – I declare that I am at least 18 years of age, I have not been nominated as a beneficiary and that this Binding Death Benefit Nomination was signed and dated by the member in my presence and in the presence of the other witness.

Surname*

Given name*

Signature

*Date witnessed (must be the same as the date the member signs)

Note: the form must be witnessed by both witnesses at the time it is signed by the member.

Contact details:

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Bendigo SmartStart

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