

# Advance – Super/Pension

## Binding death benefit nomination

Please complete this form in **BLOCK LETTERS** and:

post it to Advance, GPO Box B87, Perth WA 6838

Questions? Call the Contact Centre on 1800 819 935 or email [investorservices@advance.com.au](mailto:investorservices@advance.com.au)

**Note:**

- Privacy laws protect your privacy. Please read our Privacy Brochure for more information. A copy can be obtained from the Contact Centre.
- We cannot accept photocopies or faxes of this form
- Forms can be obtained on AdviserNET or on Investor *Online*
- All amendments must be initialled
- Please ensure all sections of this form are completed

### Information on completing this form

1. If you do not want to make a death benefit nomination that is binding on us and would prefer us to have a discretion in relation to the payment of your superannuation benefit after death, you must use the nominated beneficiary section of the application or an account amendment.
2. If you are a member of the Advance Allocated Pension Account and would like to nominate your spouse to receive a reversionary pension after you die, you must use the 'Nominated beneficiary' section of the application or an account amendment. You cannot use this form to make a reversionary pension nomination.
3. Unless you revoke it, this binding death benefit nomination will remain valid for a period of three years from the date you first signed it, or last confirmed or amended it. If a binding death benefit nomination ceases to be valid, it will not be binding on us and we will have a discretion to determine to whom your death benefit is paid, although the nomination will be taken into account.
4. This nomination is binding on us subject to conditions. You can only nominate an 'eligible dependant' and/or your estate and we will pay the death benefit in accordance with your nomination. If you nominate your estate to receive part or all of your death benefit, the benefit will form part of your estate and will be distributable in accordance with your last valid Will or, if you do not have a valid Will, as the law provides. You can nominate more than one dependant and/or your estate, but you must specify the percentage of your death benefit that each is to receive. The percentage must total 100%. An eligible dependant is defined by superannuation law as:
  - your spouse (including a person who, although not legally married to you, lives with you on a genuine domestic basis as a couple or in a relationship that is registered under a prescribed State/Territory government relationship register, as the case may be)
  - your child (including children such as adopted children and step-children, ex-nuptial children, children of your de facto spouse and adult children whether or not financially dependent on you, but not including grandchildren or nieces or nephews)
  - any person with whom you have an interdependency relationship
  - any other person financially dependent on you at the time of your death.

For the purposes of superannuation law, subject to subsequent change by regulation, two persons (whether or not related by family) have an interdependency relationship if:

- (a) they have a close personal relationship; and
- (b) they live together; and
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care (other than 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).

If two persons (whether or not related by family) satisfy (a) and they do not satisfy (b), (c) and (d) and the reason they do not satisfy (b), (c) and (d) is that either or both of these persons suffer from a disability, or they are temporarily living apart; they will still have an interdependency relationship. If two persons satisfy (a) (b) and (c) but not (d) and one or each of them provides the other with support and care of a type and quality normally provided in a close personal relationship, rather than by a mere friend or flatmate, they will still have an interdependency relationship.

When nominating an eligible dependant, use one of the following relationship descriptions: 'Spouse', 'Child', 'Interdependency' or 'Financial Dependand'.

5. If not renewed or revoked, a binding death benefit nomination expires after three years. Should your nomination expire and you wish to continue this form of nomination, you will need to resubmit a new binding death benefit nomination. You can change or revoke your nomination at any time.
6. We can only pay your death benefit to the eligible dependant(s) you nominate if that person is, or those persons are, eligible dependant(s) at time of your death.





#### 4. Witnesses' declaration

**We declare that:**

- we have turned 18 years of age and we are not nominated beneficiaries in Section 2
- this nomination was signed by the account holder in our presence.

Witness 1: full name

Signature

Date

Witness 2: full name

Signature

Date