

Aviva Business Super

Death benefit nomination form

Issue date 23 March 2009



When to use this form

Use this form to nominate who your benefits will be paid to in the event of your death.

First you need to decide if you are requesting a non-binding or binding nomination:

I am lodging a non-binding nomination (complete sections 1, 3 and 5)

A non-binding nomination indicates who you would like to receive your benefit, in the event of your death. It does not bind the Trustee and so forms only one of the factors that the Trustee will consider when deciding how to distribute your death benefit.

OR

I am lodging a binding nomination (a nomination will only be valid if you complete all sections except 5)

A binding nomination means you are specifying your preferred beneficiaries for payment of your superannuation benefits in the event of your death AND the Trustee will be bound to pay your death benefit accordingly. Please note **you are not able to nominate a person who is not eligible to be a beneficiary** (refer below).

Important things to note about binding nominations

- a binding nomination is valid for three years from the date it is signed or earlier if revoked. A nomination will revert to being non-binding after the three-year period if the nomination is not confirmed or no new nomination has been made
- any beneficiary you nominate must be either your Legal Personal Representative or a dependant at the date of your death. Dependants include:
 - ✓ a spouse – includes a de facto spouse (which can be a same-sex domestic partner)
 - ✓ a child – includes adopted children, step children, children of the person's spouse, and other children within the meaning of the Family Law Act 1975
 - ✓ interdependency relationship – includes people who have a close personal relationship, live together and where either person provides the other with financial support and domestic and personal care. If they have a close personal relationship but either or both of them suffer from a physical, intellectual or psychiatric disability such that the disability is the reason that they cannot satisfy the other requirements above, they still have an interdependency relationship
 - ✓ financial dependant – other person financially dependent on you, for example children of a de facto spouse, or a former spouse
- nomination of your legal personal representative achieves payment to your estate
- you can change a binding nomination at any time and start a new three-year period
- a binding nomination requires the signature of two witnesses, who are not nominated beneficiaries for your benefit. These witnesses must be aged over 18, and must be present when you sign the form
- this nomination becomes invalid if and when a nominated beneficiary ceases to be a dependant
- if a person named as legal personal representative is not the legal personal representative for your estate at the time of payment of benefit, any portion of benefit indicated to be paid to your legal personal representative will be paid to the legal personal representative(s) for your estate at time of payment of benefit

If you have any doubt as to whether a person you wish to nominate to receive any part of your Death Benefit is a dependant, you should seek advice from your financial adviser before completing this form.

1. Your Aviva Business Super account details

Member number

Date of birth

Member name

Residential address

State

Postcode

2. Type of application

New Amending Revoking (if you want to cancel your existing nomination)

3. Beneficiaries for death benefit

Please complete the details for your nominated beneficiaries, and select from the following list to indicate the beneficiary's current relationship to you. Refer above or to page 38 of the member PDS for more information. If you would like to nominate further beneficiaries, please photocopy this section to provide additional beneficiary details.

Name of beneficiary 1

Date of birth

Residential address

State

Postcode

Relationship to member

Spouse Child Interdependency relationship

Financial dependant Legal personal representative

Name of beneficiary 2

Date of birth

Residential address

State

Postcode

Relationship to member

Spouse Child Interdependency relationship

Financial dependant Legal personal representative

Name of beneficiary 3

Date of birth

Residential address

State

Postcode

Relationship to member

Spouse Child Interdependency relationship

Financial dependant Legal personal representative

4. Your death benefit allocation

Specify how you would like your total death benefit to be allocated to your beneficiaries

Your total death benefit will be paid in proportion to this allocation. The total allocation must add up to 100%. This is binding on the Trustee.

(In the example below, 40% of your total benefit would be payable to John Smith whilst 60% of your total benefit would be payable to Mary Smith.)

Your nomination will only be valid if the total death benefit allocation **adds up to 100%**

Death benefit allocation	
Beneficiary (name in full)	% of total benefit
Example: John Smith	40%
Mary Smith	60%
Total	100%

5. Declaration – non binding nomination

Member declaration

In the event of my death, I nominate the above dependant(s) and/or my legal personal representative as beneficiaries. I am aware that this is a request only and is not binding on the Trustee. This nomination may be cancelled or amended by me at any time, in writing.

- If applicable, I understand that my instructions will be processed according to the Administrator's business processes as outlined in the member Product Disclosure Statement (or as advised from time to time).
- I confirm the truth, accuracy and completeness of all statements made on this form.

By completing this form, you understand that any personal information we may collect about you in the normal course of our business may be used as outlined in our privacy policy. Our policy, which is designed to protect your interests and is consistent with the requirements of the Privacy Act, can be obtained via our website, aviva.com.au or by writing directly to us.

Your signature

X

Date / /

Please return completed form to:
Aviva Business Super
GPO Box 2567W
Melbourne Victoria 3001

6. Declaration – Binding nomination

Member declaration

I am a member of Aviva Business Super, part of the Norwich Union Superannuation Trust. The nomination and benefit allocation applies only to my Aviva Business Super interest to which this application form applies and not to any other Aviva interest.

I understand that if this nomination is valid at the time of my death, the Trustee must pay the benefit as directed, regardless of any change in my personal circumstances or that of my beneficiaries.

I understand that this form will become invalid and have no effect:

- on the expiry of three years after the date of the signature
- if any person I have nominated above dies or ceases to be a dependant either on or before the date of my death
- on my ceasing to be a member of the Norwich Union Superannuation Trust
- when a family law payment split on separation or divorce takes effect
- in any other circumstances stated in this form
- in such other circumstances as stated in the member Product Disclosure Statement

I understand that I should review this nomination regularly, or as my circumstances change (e.g. new marriage, birth of a child). I understand that I have the right to renew, amend or revoke this binding nomination by notifying the Trustee in writing.

