

# DEATH BENEFIT NOMINATION FORM – SUPER

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**Diversa Trustees Limited (Trustee)**

ABN 49 006 421 638, AFSL 235153, RSE L0000635

**Protect Super Plan, a division of OneSuper**

ABN 43 905 581 638, RSE R1001341

**NEOS Life (NEOS), a registered business name of Australian Life Development Pty Ltd**

ABN 96 617 129 914, AFSL 502759

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**How to complete and return this form**

Please complete this form, print, and sign using a dark pen. Completed forms can then be scanned and emailed to [customer@encompassprotect.com.au](mailto:customer@encompassprotect.com.au)

Please also post your completed application to:

**Encompass Protection**

GPO Box 239,

Sydney NSW 2001

**About this form**

**It's important that you read the below information before completing this form, including the instructions section on the next page.**

Please use this form to make a binding or non-binding beneficiary nomination, renew an existing nomination, or to change an existing nomination. For more information about beneficiary nominations please refer to the Protect Super Plan for Encompass Protection PDS available at [www.encompassprotect.com.au/PDS](http://www.encompassprotect.com.au/PDS)

**Non-binding nomination**

A non-binding nomination is a request for the Trustee to pay your benefit in a certain way in the event of your death. It is not legally binding but is taken into account. The Trustee is obliged to follow the law in working out who should receive a death benefit.

**Binding nomination**

A binding nomination instructs the Trustee as to who receives your insurance benefit in the event of your death.

Provided your binding nomination is valid, it will remain valid for three years, unless you change, renew or cancel it. After three years, if you have not provided another valid form, your nomination will become invalid.

It's important that you review your nomination regularly, particularly if your personal circumstances change, as in the case of marriage or divorce.

If your nomination is invalid, the Trustee will exercise its discretion when paying out your death benefit. An invalid binding nomination includes a nomination being made more than three years ago, the form being incorrectly signed and witnessed, or, the beneficiaries nominated no longer qualifying as dependants at the date of your death.

**Who can I nominate as a beneficiary?**

You can only nominate one or more dependants and/or your personal legal representative.

A dependant is any of the following:

- your current spouse (including de facto spouse) of either gender
- your children of any age (including adopted children, stepchildren and your spouse's children)
- someone who is financially dependent on you; or
- someone with whom you have an 'interdependency relationship'.

Two people have an 'interdependency relationship' if the following apply:

- they have a close personal relationship
- they live together
- one or each of them provides the other with financial support; and
- one or each of them provides the other with:
  - domestic support and personal care, but not if one of them provides domestic support and personal care to the other under an employment contract, 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; or
  - support or care of a type and quality normally provided in a close personal relationship, rather than by a mere friend or flat mate.

Two people also have an 'interdependency relationship' if they have a close personal relationship, but they don't meet the other requirements of interdependency because:

- either or both of them suffer from a disability including a physical, intellectual or psychiatric disability; or
- they're temporarily living apart.

Your legal personal representative is the executor of your will or the administrator of your estate. You can nominate your legal personal representative to receive the whole or part of your benefit. If you nominate your legal personal representative, your benefit will form part of your estate and be distributed in accordance with your will.

## **Taxation**

Generally, as stated on the ATO website, superannuation lump sum insurance benefits paid on death to a dependant are wholly tax-free.

Please note however, that a 'dependant' for tax purposes is not identical as a 'dependent' for superannuation purposes. For example, while children aged 18 or more are valid dependants for binding nomination purposes, they're not considered to be dependants for taxation purposes, unless they satisfy the definition of a 'dependant' in superannuation law in some other way (for example, they're considered to be 'financial dependents').

Depending on who you nominate, there may be different taxation consequences. You should obtain taxation advice about this, having regard to your personal circumstances.

## **Privacy policy**

Our privacy policy contains information about how you may access personal information held by us and how you can seek correction of such information. It also contains information about how you may complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You may obtain a copy of our privacy policy from [www.encompassprotect.com.au/privacy-policy](http://www.encompassprotect.com.au/privacy-policy)

## **How can I cancel my binding nomination?**

You can cancel your binding nomination at any time. To do so, please complete sections 1, 2, 5 and 6 of this form and return the completed form to us.

## **How can I renew my current binding nomination?**

You can renew your current nomination by completing sections 1, 2, 4 and 6 of this form and return the completed form to us.

Please note, you're unable to renew expired binding nominations.

## **Instructions**

This form must be signed in the presence of two witnesses who must be aged 18 or over and aren't beneficiaries under your binding nomination. If you'd like to cancel or renew your existing binding nomination, you don't need a witness to sign this form.

## **Questions?**

If you have any questions in relation to this form, please don't hesitate to contact us on **1300 476 030** or email us at [customer@encompassprotect.com.au](mailto:customer@encompassprotect.com.au)

## 1. Policy details

Reference number

## 2. Member/insured person details

Insured person's name  
Title  First name  Middle name(s)  Last name   
Date of birth  /  /

### Current address

Unit number  Street number  Street name   
Suburb  State  Postcode  Country

## 3. Beneficiary details

You may nominate up to five beneficiaries, ensuring the benefit percentages total 100%.

I wish to make a binding nomination

I wish to make a non-binding nomination

Full name of nominated beneficiary	Nominated person's date of birth	Residential address	Relationship to member	Proportion of benefit (%) whole numbers only
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependent <input type="checkbox"/> Interdependency relationship	
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependent <input type="checkbox"/> Interdependency relationship	
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependent <input type="checkbox"/> Interdependency relationship	
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependent <input type="checkbox"/> Interdependency relationship	
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Financial dependent <input type="checkbox"/> Interdependency relationship	
			Legal Personal Representative (your estate)	
			Total (must add up to 100%)	100%

## 4. Renew your current binding nomination

I confirm that I have reviewed my current nomination and wish to renew the nomination for a further three years from the date I sign this form.

To renew your existing nomination, please sign and date section 6 of this form. No witness signatures are required.

## 5. Cancel your existing nomination

Please cancel my previous nomination and pay benefits at the Trustee's discretion as guided by superannuation law.

To cancel your existing nomination, please sign and date section 6 of this form. No witness signatures are required.

## 6. Member/insured person declaration

I declare that:

- As indicated above, I wish to:
  - make a new nomination; or
  - cancel or renew an existing nomination
- I understand that this nomination replaces any nomination I have previously made
- I understand that I can change this nomination using a Death Benefit Nomination form at any time
- I understand that I can cancel this nomination in writing at any time
- I understand that my nominated beneficiaries must be one or more of: my spouse, child, financial dependant, interdependent or my legal personal representative when I die; and
- I understand that if this nomination is invalid or has not been received by NEOS Life when I die, my death benefit will be paid at the Trustee's discretion as guided by superannuation law.

Member signature

Date:   /   /

## 7. Witness declaration (for new binding nominations only)

I declare that:

- I am 18 years of age or over
- I am not a nominated beneficiary of this member; and
- this form was signed and dated by the member in my presence.

### Witness one

Signature

Date   /   /

Name

### Witness two

Signature

Date   /   /

Name



[encompassprotect.com.au](https://encompassprotect.com.au)

GPO Box 239, Sydney NSW 2001

e: [customer@encompassprotect.com.au](mailto:customer@encompassprotect.com.au) t: 1300 476 030

Encompass Protection is issued by MLC Limited (MLC Life Insurance, the Insurer) ABN 90 000 000 402 AFSL 230694. Protect Super Plan is a division of OneSuper ABN 43 905 581 638 RSE R1001341, issued by Diversa Trustees Limited (Diversa, the Trustee) ABN 49 006 421 638 AFSL 235153 RSE L0000635. NEOS Life (NEOS, the Administrator) is a registered business name of Australian Life Development Pty Ltd ABN 96 617 129 914 AFSL 502759. NEOS provides superannuation administration services in relation to the Protect Super Plan on behalf of the Trustee and insurance administration services (excluding the administration of claims) in relation to Encompass Protection on behalf of the Insurer.

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