

# ClearView Retirement Plan Binding Death Nominations

The following information applies to members of ClearView Superannuation and Roll-overs and ClearView Pension Plan.

## What are Binding Death Nominations?

A Binding Death Nomination helps provide you with certainty and peace of mind that your benefits (account balance including any insured benefit where applicable) in the Plan will be paid to your dependants and/or your Legal Personal Representative (ie executor of your estate) as you determine. On your death if there is a valid Binding Death Nomination in place the Trustee is bound to pay your benefits to parties you have nominated. That party (or parties) will then have the option to receive the benefits as an income stream or a lump sum.

You can nominate to have your benefits paid to your 'dependants' (as defined), Legal Personal Representative or a combination of your Legal Personal Representative and any dependants.

After you have first made a Binding Death Nomination you will no longer be able to make a Non-Binding beneficiary nomination.

## Keeping your Binding Death Nomination up to date

You may amend, confirm or revoke your nomination at any time, by completing a form available by calling us on 132 977.

It is important for you to know that your Binding Death Nomination will be valid for only 3 years from the date you have last signed it, amended it or confirmed it. Before the end of that 3 year period you must confirm, in accordance with the relevant requirements, your Binding Death Nomination if you wish for it to remain in place. The Trustee will send you a confirmation form to complete before the end of the 3 year period.

It is also important to update your nomination regularly to ensure that your wishes will be met in the event of your death. If at the time of your death your Binding Death Nomination is valid, the Trustee is bound to follow it no matter how your circumstances have changed since making that nomination.

A Binding Death Nomination will become invalid if:

- it expires;
- it was not correctly made, e.g. if it is not properly signed and witnessed or the nomination amounts do not total 100%;
- one of your nominees predeceases you (the whole Binding Death Nomination becomes invalid, even if there are other beneficiaries nominated);
- you have nominated your spouse and you subsequently divorce (in the case of a de facto or same-sex partner you subsequently separate);
- you marry another person;
- you nominate a person with whom you have an interdependency relationship\*, but that relationship ends; and/or
- you nominate a person who is financially dependent on you, but that financial dependency ends.

## Who is a dependant?

A 'dependant' is defined under superannuation law and is generally any of the following:

- your spouse (including de facto or same-sex partner);
- child (including step or adopted child or child of your spouse);
- any person with whom you were in an interdependency relationship\*; or
- any other person financially dependent on you at the time of your death.

\*An 'interdependency relationship' is one where two persons, whether or not related:

- have a close personal relationship; and
- they live together; and
- 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.

If two persons have a close relationship, but do not satisfy the other requirements because either one or both of them suffer from a disability, they may still be considered to have an interdependency relationship.

## What happens if my Binding Death Nomination becomes invalid?

If you make a Binding Death Nomination but at the time of your death your nomination is no longer valid, your benefits will be payable to your Legal Personal Representative. If no Legal Personal Representative is appointed within 6 months of your death, the Trustee will use its discretion to determine the way death benefits are paid, in what proportions, and to whom. In doing this we will pay your benefit to one or more of your dependants in the first instance, or if none are found, in accordance with superannuation law.

For the above reasons (and also if you nominate your Legal Personal Representative as a beneficiary), it is important that you make sure you have an up-to-date Will, so that if a benefit is paid to your Legal Personal Representative they distribute your benefits in accordance with your wishes.

## How do I make a Binding Death Nomination?

It is very important that if you want to make a Binding Death Nomination you follow the requirements below, because if the requirements are not met, the Binding Death Nomination will be invalid and the Trustee will not be able to pay any benefits in accordance with it.

To make a valid Binding Death Nomination, you must:

1. complete the Binding Death Nomination Form attached;
2. clearly nominate either one or more of your 'dependants' (see page 1 for further details) and/or your Legal Personal Representative, to whom you want to receive your benefits in the event of your death;
3. clearly set out a percentage of the benefit that you would like to go to each nominated beneficiary, **ensuring your percentages total up to 100%**;
4. sign the declaration in the presence of two witnesses over the age of 18 who are both present and who are not nominated in the form. The two witnesses must also sign and date a declaration stating that you signed the notice in their presence; and
5. send it to us.

Upon receipt of a valid Binding Death Nomination we will write to you confirming the details.

Call ClearView on 132 977 if you have any questions regarding Binding Death Nominations or require any further assistance.





## Important Information

1. When you have made a valid Binding Death Benefit Nomination, the Trustee must act in accordance with your nomination, provided that at the time of your death your Binding Death Benefit Nomination is valid.
2. The Superannuation Industry (Supervision) Act and Regulations and the Trustee prescribe strict conditions on how a binding nomination can be made, confirmed, amended or revoked.
3. Privacy legislation requires that the nominated beneficiary(ies) be informed of who we are, how we use and disclose their personal information, and that they can gain access to that information. We will not inform them of this but you should do so. A copy of our Information Handling Policy is available by contacting us on 1800 265 744 or obtaining a copy from our website at [clearview.com.au](http://clearview.com.au)

## Our Privacy Policy

Further information on how we handle your personal information is explained in our Information Handling Policy including:

- how to contact us regarding Privacy;
- how to inform us to change your marketing consent; and
- how to access your personal information.

You can obtain a copy of our Information Handling Policy by calling us on 1800 265 744 or by visiting our website at [clearview.com.au](http://clearview.com.au)



This form can be posted (no stamp required) to:

ClearView  
Client Administration  
Reply Paid 4232  
Sydney NSW 2001



If you have any questions about this form,  
please call us on

**132 977**