

# Make, amend or cancel a death benefit nomination

Use this form to make, amend or cancel a binding or non-binding death benefit nomination.

When completing this form, please ensure you use all capital letters eg    and check boxes with a cross eg

**Important information**

- To ensure your nomination is valid, before completing this form read the 'How to complete' guidelines on page 5.
- All fields are mandatory unless marked as Optional.
- If any information you provide on this form is unclear, VicSuper will contact you to confirm the details. An unclear nomination may not be valid.

**Step 1:**  
Tell us what you'd like to do

- Make or amend a binding nomination (Complete steps 2, 3, 4, 6, 7 and 8)
- Make or amend a non-binding nomination (Complete steps 2, 3, 4, 6 and 7)
- Cancel my existing binding nomination without making a new nomination (Complete steps 2, 3, 5, 6, 7 and 8)
- Cancel my existing non-binding nomination without making a new nomination (Complete steps 2, 3, 5, 6 and 7)

**Step 2:**  
Complete your personal details

Title (Optional)	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Other (please specify) <input style="width: 40px;" type="text"/>
Surname	<input style="width: 100%;" type="text"/>
Given name/s	<input style="width: 100%;" type="text"/>
Date of birth	<input style="width: 40%;" type="text"/>
Residential address (must be provided)	<input style="width: 100%;" type="text"/>
Postal address (if the same as your residential address, mark 'AS ABOVE')	<input style="width: 100%;" type="text"/>
Daytime phone number (Optional)	<input style="width: 40%;" type="text"/>
Mobile number (Optional)	<input style="width: 40%;" type="text"/>
Email (Optional)	<input style="width: 100%;" type="text"/>

By providing your email address, you are agreeing to receive communications from VicSuper via email, or via VicSuper MembersOnline. You can change or further customise how you receive your communications from VicSuper at any time by logging into VicSuper MembersOnline or calling the Member Centre on **1300 366 216**. If you are not registered for VicSuper MembersOnline you can register online. Some correspondence cannot be sent electronically, so you may still receive some communications from VicSuper in the post.

*Providing a personal email address rather than a work email address ensures we can contact you even if you change employers.*

**Step 3:**  
Select the account/s  
for which this  
nomination applies

If you wish to nominate different beneficiaries, or if you have different instructions for each of your VicSuper accounts, you will need to complete a separate form for each account.

Note: You cannot make a death benefit nomination on an existing retirement income account if there is already a reversionary nomination in place.

Account	Member number	
<input type="checkbox"/> VicSuper FutureSaver	<input type="text"/>	or new account <input type="checkbox"/>
<input type="checkbox"/> VicSuper Flexible Income	<input type="text"/>	or new account <input type="checkbox"/>
<input type="checkbox"/> VicSuper Term Allocated Pension	<input type="text"/>	or new account <input type="checkbox"/>
<input type="checkbox"/> VicSuper Guaranteed Income for Life	<input type="text"/>	or new account <input type="checkbox"/>
<input type="checkbox"/> VicSuper Guaranteed Fixed Term Income	<input type="text"/>	or new account <input type="checkbox"/>

**OR**  
 Apply nomination to **all** my VicSuper accounts

If you select this option, your nomination will be applied to all of your existing VicSuper accounts, plus any new account you have applied for at the time this form is received. If you create a new VicSuper account in future, you will need to submit a new death benefit nomination form for that account.

**Step 4:**  
Make or amend a  
death benefit  
nomination

You can choose to have your death benefit paid to your legal personal representative or to your dependants, or a combination of both. If you nominate more than one person, the proportions must add up to 100%.

**Note:** If you are nominating multiple beneficiaries, the portion of benefit for each beneficiary must be in whole numbers, we cannot accept fractions or decimals.

	Portion of benefit (%)
My Legal Personal Representative (My Estate)	<input type="text"/> <input type="text"/> <input type="text"/>

**AND/OR**

Given name	Surname	Date of birth (DD/MM/YYYY)	Relationship	Portion of benefit (%)
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Interdependent <input type="checkbox"/> Dependant	<input type="text"/> <input type="text"/> <input type="text"/>
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Interdependent <input type="checkbox"/> Dependant	<input type="text"/> <input type="text"/> <input type="text"/>
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Interdependent <input type="checkbox"/> Dependant	<input type="text"/> <input type="text"/> <input type="text"/>
			<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Interdependent <input type="checkbox"/> Dependant	<input type="text"/> <input type="text"/> <input type="text"/>
<b>Total</b>				<b>1 0 0 %</b>

**Step 5:**  
Cancel your existing death benefit nomination

If you cancel your existing death benefit nomination without making a new death benefit nomination, your death benefit will be paid at VicSuper's (as the Trustee) discretion. See page 6 for more information.

I wish to cancel my current death benefit nomination

**Step 6:**  
Read VicSuper's privacy information

The *Privacy Act 1988* (Cwlth) governs the proper handling of personal information including how an organisation collects, uses, discloses and stores personal information. You should have received information on how VicSuper handles personal information, either in your relevant PDS or in VicSuper's *Privacy brochure (personal information)*. If you have not received this information or would like another copy sent to you, please call our Member Centre on **1300 366 216**.

**Step 7:**  
Confirm your death benefit nomination

**Note: This form must be signed by a member and cannot be signed by any third party, including a power of attorney.**

**I declare and acknowledge that**

- I have read and understood the information sheet attached to this form entitled '*How to complete - Make, amend or cancel a death benefit nomination*'.
- I understand that if I opened a VicSuper Beneficiary Account (now known as *VicSuper FutureSaver*) pre 1 July 2002, by completing this step, I am giving the VicSuper Trustee discretion to distribute my super benefits in accordance with this form and subsequently.
- I have received and fully read the relevant Product Disclosure Statement (PDS), including VicSuper's privacy information.
- I understand that the information contained in the PDS does not constitute personal financial advice.
- I understand that it is my responsibility to ensure my nomination remains valid and continues to reflect my wishes.

**If making a non-binding death benefit nomination**

- I understand that a valid death benefit nomination is non-binding and that while this will be taken into account by the Trustee, the Trustee ultimately has absolute discretion as to who will be paid the death benefit and the proportions paid to each person.

**If making or cancelling a binding death benefit nomination**

- I understand that this nomination is binding and that the Trustee must pay my death benefit to my nominated dependants and/or legal personal representative as specified on this form where practical.
- I understand that this form must be signed in the presence of two witnesses. See Step 8.
- I understand that my nomination will lapse after three years from the date I sign this form.

Member signature  Date

**Step 8:**  
Witness declaration  
(required if making or cancelling a binding death benefit nomination)

Two witnesses must complete the declaration below and sign where indicated, declaring that the member signed this form in the presence of both witnesses.

I am age 18 or over, not named as a beneficiary on this form and the member signed and dated this form in my presence.

**Witness 1**

Name   
  
Signature  Date

**Witness 2**

Name   
  
Signature  Date

(Please ensure that the member and each witness sign on the same date)

**Step 9:**  
Send your completed form to

VicSuper,  
GPO Box 89  
MELBOURNE VIC 3001

**Note:** We cannot accept this form via fax or email

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## How to complete...

### Make, amend or cancel a death benefit nomination (V830)

For your nomination to be valid, your form must have all relevant sections fully completed, and have been correctly witnessed (if applicable). The following guide will help you to ensure that your nomination is valid and contains important information regarding death benefit nominations. If you have any questions after reading this information, call our Member Centre on 1300 366 216.

#### Use this checklist to ensure that you complete the form correctly

- You have selected either a binding or non-binding nomination and advised the account(s) you wish for the nomination to be applied.
- All nominated beneficiaries are either dependants and/or your legal personal representative.
- The allocation between the beneficiaries is clear and totals 100%.
- You have signed your nomination in the presence of two witnesses and the **same date** is shown by each signature (for **binding** nominations only).
- Both your witnesses are non-beneficiaries and over age 18 (for **binding** nominations only).

#### More about nominating beneficiaries

Complete this form if you would like to nominate a particular person or persons to receive the balance of your VicSuper account in the event of your death.

Your death benefit consists of your account balance less fees, taxes and any insurance premiums (if applicable), together with any insurance proceeds that are payable in accordance with the terms of VicSuper's insurance policy.

Your death benefit is payable to:

- your dependants (including financial dependants), and/or
- your legal personal representative (the executor under your will or the administrator of your estate if you do not have a will).

Read the relevant sections in the VicSuper Product Disclosure Statement and Member Guide (available at [vicsuper.com.au](http://vicsuper.com.au)) before completing this form. It will provide information on who can be nominated as a dependant, the differences between non-binding death benefit nominations and binding death benefit nominations and how death benefits are taxed.

#### What is a binding nomination?

A binding death benefit nomination gives you certainty about who will receive your superannuation benefit in the event of your death. The Trustee is obliged to pay your death benefit in accordance with a valid binding nomination to your nominated dependants and/or legal personal representative in the proportions you have specified. Binding nominations are subject to specific legislative conditions and witnessing formalities, and will lapse if they are not updated every three years.

**Note: It is important that you update your binding death benefit nomination if there is a significant change to your family circumstances. This will ensure that your nomination continues to reflect your wishes. Significant changes may include the death of a dependant, the birth of a child or the end of a relationship. Your binding death benefit nomination will generally remain valid despite a change in your circumstances. Therefore, if you do not update your nomination, it may no longer reflect your wishes.**

In order for a binding death benefit nomination to be valid, this form must be signed in the presence of two witnesses. These witnesses must be over age 18 and not be named as a beneficiary on this form.

If your binding death benefit nomination is not valid or ceases to be valid for any reason, your death benefit will be paid to your dependants and/or your legal personal representative in accordance with Trustee discretion. An invalid nomination may still be an important consideration for the Trustee when determining the payment of your death benefit, even though it is not binding.

#### What is a non-binding nomination?

A non-binding death benefit nomination enables you to nominate a preferred beneficiary for the payment of your death benefit. This nomination does not bind the Trustee to pay your death benefit to your preferred beneficiary or beneficiaries, but it will be an important consideration when the Trustee determines how to apportion the benefit payable on your death.

A non-binding death benefit will not override a previous valid binding death benefit nomination. The previous binding death benefit nomination must be formally cancelled first or have lapsed before a non-binding death benefit nomination may be submitted.

#### How long is my binding death benefit nomination valid for?

Your binding death benefit nomination is valid for three years from the date it is signed by you and your witnesses. It is your responsibility to ensure that you reconfirm your binding nomination before the three year period lapses and it becomes invalid.

#### Can I amend or cancel my binding death benefit nomination?

Yes. You can complete the *Make, amend or cancel a death benefit nomination* form (V830) at any time to amend or cancel your binding death benefit nomination, providing the form is correctly completed and all the requirements indicated on the form are met. If you cancel your binding death benefit nomination, your death benefit will be paid to your dependants and/or your legal personal representative in accordance with Trustee discretion. Refer to the Taxes section of the relevant Product Disclosure Statement for information regarding how death benefits are taxed.

## What happens if I cancel my existing death benefit nomination?

Cancelling your death benefit nomination without submitting a new death benefit nomination means that your death benefit will be paid in accordance with Trustee discretion.

## What does Trustee Discretion mean?

Traditionally, when a member dies, the Trustee is responsible for the fair and reasonable distribution of the member's death benefit by allocating the benefit between the member's dependants and/or legal personal representative. This is done after seeking input from potential beneficiaries; a process that allows the Trustee to consider all relevant circumstances at the time of the member's death. If the member has indicated a particular preference for the distribution of the benefit by submitting a non-binding death nomination, this preference, plus any provisions as outlined in the member's will, would be considerations for the Trustee, however the Trustee has absolute discretion. VicSuper is the trustee of the VicSuper fund.

## Who can I nominate as a beneficiary?

For your nomination to be valid, you can only nominate a person or persons who are classified as **dependants for superannuation purposes or your legal personal representative**. The nomination will only be valid if the person is still a dependant at the time of your death.

### A dependant for superannuation purposes is:

- a spouse\*
- a child of any age\*\*
- any other person who is wholly or partially dependent on you at the time of your death
- any other person with whom you have an interdependency relationship at the time of your death.

Two people are considered as having an interdependency relationship if:

- 1 they have a close personal relationship, and
- 2 they live together, and
- 3 one or each of them provides the other with financial support, and
- 4 one or each of them provides the other with domestic support and personal care.

Also, two people (whether or not related by family) have an interdependency relationship if they have a close personal relationship but do not satisfy points 2, 3 and 4 listed above because either or both of them suffer from a physical, intellectual or psychiatric disability.

\* This includes 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, or another person with whom the person is in a relationship that is registered under a law of a State or Territory.

\*\* This includes an adopted child, a stepchild, an ex-nuptial child or a surrogate child recognised by the court, or a child of the person's spouse.

## Nominating your legal personal representative

You can nominate your legal personal representative on the *Make, amend or cancel a death benefit nomination* form (V830). This means that your death benefit will be paid to your executor if you have a valid will at the date of your death, or an administrator if you do not have a will.

## VicSuper Beneficiary Accounts before July 2002

If you have a VicSuper Beneficiary Account (now known as VicSuper FutureSaver) that was opened before July 2002, a legislative requirement at that time stipulated that death benefits would be paid to your legal personal representative in the event of your death. This still applies unless you elect otherwise. By completing this form and signing the box in Step 7, you are giving the VicSuper Trustee discretion to distribute your super benefits as you have set out in Step 4.