

Nominating your beneficiaries

A beneficiary nomination allows you to nominate the person or people you wish to receive your benefit in the event of your death. This Fact Sheet explains the difference between a non-binding and binding death nomination, and who you may nominate as a beneficiary. The *Nomination of Beneficiaries* Form is also attached.

Note: the form allows you to make a non-binding or binding nomination – complete the form carefully, according to the type of nomination you want to make.

Key terms explained

Before we go into further detail, we've provided a list of key terms to help you understand the jargon and important definitions.

Dependant – A 'dependant' includes:

- Your spouse;
- Your child;
- A person with whom you share an interdependency relationship ; and
- Any other person not included in any of the above categories and who is regarded by the Trustee as being wholly or partly financially dependent on you for support at the time of death.

Spouse – A 'spouse' includes:

- A person with whom you are legally married;
- A person (whether of the same sex or different sex) with whom you are in a relationship that is registered under a law of an Australian state or territory; and
- A person (whether of the same sex or different sex) with whom you are not legally married but who lives with you on a genuine domestic basis in a relationship as a couple.

Child – includes your (or your spouse's) child of any age, including an adopted child, a step-child, children of a same-sex relationship or a child within the meaning of the Family Law Legislation.

Interdependency relationship – two persons (whether or not related by family) have an 'interdependency relationship' if:

- They have a close personal relationship; and
- They live together; and
- One or each of them provides the other with financial and domestic support and personal care.

Where two persons share a close personal relationship, but do not satisfy the other requirements outlined above because either or both of them suffer from an intellectual, psychiatric or physical disability, they will still share an interdependency relationship.

Legal Personal Representative (LPR) – Your LPR is the executor of your will or the administrator of your estate.

Trustee – Qantas Superannuation Limited is the Trustee for the Qantas Superannuation Plan (Qantas Super). The Trustee has responsibility to ensure death benefits are paid in accordance with superannuation legislation and the rules of Qantas Super (the Trust Deed).

Types of nominations

Binding Death Nominations

If you provide Qantas Super with a binding death nomination that is valid and it is in effect at the date of your death, the Trustee in accordance with superannuation legislation must pay your benefit to the beneficiaries you have nominated in the proportions set out in your nomination.

What is a valid nomination?

For a binding death nomination to be valid, the following requirements must all be met:

- any person nominated to receive all or part of your death benefit must either be one or more of your dependants, and/or be your LPR as at the date of your nomination;
- the allocation of your death benefit between each of the nominated beneficiaries must be clear and add up to exactly 100% of your total entitlement;
- the binding death nomination must be on the Qantas Super *Nomination of Beneficiaries* Form and be signed and dated by you in the presence of two witnesses of 18 years of age or more, neither of whom are nominated in the *Nomination of Beneficiaries* Form; and
- the binding death nomination must be acknowledged and confirmed in writing by the Trustee before the date of your death.

If the *Nomination of Beneficiaries* Form does not satisfy any of the requirements above, the nomination will be invalid. An invalid binding death nomination will be treated as a non-binding death nomination by the Trustee and will not revoke or replace an existing valid binding death nomination, until a further valid binding death nomination is received.

We will acknowledge a valid binding death nomination in writing to you and will also advise you should a submitted binding death nomination be invalid.

How long is the binding death nomination effective?

A valid binding death nomination remains in effect for three years from the date it was signed unless you have replaced it by lodging another valid *Nomination of Beneficiaries* Form. Details of your binding death nomination will appear on your Annual Benefit Statement each year along with its expiry date.

It is your responsibility to ensure your binding death nomination is up to date.

If your binding death nomination expires, your nomination will be treated as a non-binding death nomination, and will be paid in the proportions determined by the Trustee in accordance with the *Superannuation Industry (Supervision) Act 1993* and the Trust Deed.

Important note: If your nomination is valid, we must follow your instructions even if your circumstances have changed. For example, if you nominate your husband or wife and you later separate, but have not yet obtained a divorce and your nomination has not expired, your nomination remains valid and binds the Trustee unless you have cancelled or replaced it with a new nomination.

How do I amend, confirm or cancel (revoke) my nomination?

The same requirements as when making a binding death nomination also apply should you wish to cancel, amend or confirm your current binding death nomination. You can cancel, amend or confirm your binding death nomination at any time by completing a new *Nomination of Beneficiaries* Form.

The new binding death nomination will only be effective when a valid *Nomination of Beneficiaries* Form has been received and Qantas Super has acknowledged receipt in writing to you.

If any part of the new binding death nomination is invalid (see the section 'What is a valid nomination?' above), your current nomination will not be amended or cancelled and your previous valid nomination will still apply, provided it has not expired.

Please note: In the case of a court order being applied for which affects the distribution of a member's superannuation benefits, the Trustee may be required to observe the court order before giving effect to your binding death nomination.

A binding death nomination will become invalid if:

- it expires;
- one of your beneficiaries has died before you;
- you have nominated your husband or wife and you have subsequently divorced (or in the case of a de facto spouse you have separated or your registered relationship has been terminated); or
- the person you have nominated no longer qualifies as being financially dependent or is no longer in an interdependency relationship with you.

Non-binding death nominations

A non-binding death nomination enables you to indicate your preference for the distribution of your death benefit between your dependants and/or your estate. This nomination doesn't bind the Trustee to pay your death benefit to these individuals, but it will be an important consideration.

Under current superannuation law and the Trust Deed, your death benefit will be paid to your dependants and/or your LPR.

This type of nomination does not require witness signatures, and has no expiry date.

You can update your non-binding death nomination on our secure member website at qantassuper.com.au. If you don't have a PIN, you can request one by calling 1300 654 384.

Other Important Issues

The income tax treatment of your death benefit can vary depending upon who receives it. Payments to some payees may be tax-free whilst to others, there may be tax to be paid and withheld from the benefit. The relevant tax legislation is complex, and you should consult your financial adviser or other professional to determine what is best in your circumstances.

If you have a super account as well as an income stream account with Qantas Super, your binding or non-binding nomination will cover both your super account and your income stream account.

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Qantas Superannuation Plan Nomination of Beneficiaries Form

COMPLETE THIS FORM TO NOMINATE WHO RECEIVES YOUR SUPERANNUATION BENEFIT IN THE EVENT OF YOUR DEATH.

PLEASE READ THE NOMINATING YOUR BENEFICIARIES FACT SHEET BEFORE SUBMITTING YOUR NOMINATION.

THIS FORM ALLOWS YOU TO MAKE A NON-BINDING OR BINDING NOMINATION – COMPLETE THE FORM CAREFULLY, ACCORDING TO THE TYPE OF NOMINATION YOU WANT TO MAKE.

1. Your personal details ▶

Surname

Mr Ms Mrs Miss Dr Other

Given names

Date of birth

 / /

Street address

Suburb

State

Postcode

Postal address (if different)

Suburb

State

Postcode

Telephone (BH)

(AH)

Mobile

Email

Member number

2. Nominate your beneficiaries ▶

It is important to note that each person you nominate must qualify as a dependant or a Legal Personal Representative (LPR) as defined. Please refer to the definitions in the *Nominating your Beneficiaries* Fact Sheet.

You must complete the 'Type of recipient' column to indicate who your nominated beneficiary is - for example 'Spouse', 'Child', 'LPR'.

Full name of beneficiary	Address	Type of recipient	%
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Note that the total proportions nominated must equal 100% and only whole percentages may be used.

Total

100%

Qantas Superannuation Plan Nomination of Beneficiary Form

3. Select your type of nominator

Please tick either option 1 (Non-Binding Death Benefit Nomination) **or** option 2 - (Binding Death Benefit Nomination) and complete the relevant details.

Option 1 – Non-Binding Death Benefit Nomination

- I have read and understood the *Nominating your Beneficiaries* Fact Sheet in relation to this form.
- I would like the persons listed on this form to receive the benefit payable from Qantas Superannuation Plan in the event of my death.
- I understand this is a non-binding nomination and the Trustee is not bound by my nomination.
- I understand the Trustee has the final responsibility in deciding who will receive my death benefit, which will be carried out in accordance with Qantas Superannuation Plan's Trust Deed, the processes of the Trustee and superannuation law.
- This form replaces any previous instructions I have given regarding my nominated beneficiaries, and operates in respect of my membership in any and all Divisions of the Qantas Superannuation Plan.

Member Signature: _____

Date: /

OR

Option 2 – Binding Death Benefit Nomination

- I have read and understood the *Nominating your Beneficiaries* Fact Sheet in relation to this form.
- I understand that:
 - My beneficiary (ies) nominated on this form must be a 'dependant' or the Legal Personal Representative of my estate as defined in the *Nominating your Beneficiaries* Fact Sheet;
 - I must sign and date this form in the presence of two witnesses, both of who are over the age of 18 and are not nominated above to receive any of my benefit.
 - This binding death nomination is valid for only 3 years from the date I sign it, and is not binding on the Trustee unless it is valid and has been received and acknowledged in writing by the Trustee.
 - Should this Binding Nomination be invalid for whatever reason or if this form has not been received by the Trustee before I die, the Trustee will pay my death benefit solely at its discretion.

Member Signature: _____

Date: /

Independent Witnesses

(Each witness must be aged 18 years or over and must not be nominated as a beneficiary)

Witness A

I declare that the above notice was signed and dated by the member in my presence, that I am aged 18 years or over and that I am not named as a beneficiary in Section 2 of this *Nomination of Beneficiaries* Form.

Name: _____ Date of birth: /

Witness' Signature: _____ Date: /

Witness' Address: _____

Witness B

I declare that the above notice was signed and dated by the member in my presence, that I am aged 18 years or over and that I am not named as a beneficiary in Section 2 of this *Nomination of Beneficiaries* Form.

Name: _____ Date of birth: /

Witness' Signature: _____ Date: /

Witness' Address: _____

When completed, send this original form to: Qantas Superannuation Plan, Locked Bag A4075 Sydney South NSW 1235

Privacy Statement

We collect information about you in order to provide you with the service you have requested. We will not pass your personal details to any other party unless authorised to do so under the law or in accordance with the Plan's Privacy Policy. For more information about the Plan's Privacy Policy, refer to our website www.qantassuper.com.au