

# Qantas Super

## Nominating your beneficiaries – for super accounts

### Fact Sheet and Form

As a member with a super account in Qantas Super, you can nominate to whom the Trustee should pay your death benefit should you die whilst still a member of Qantas Super. This nomination form can be used by all Qantas Super members except those with an Income Account in Gateway. If you have an Income Account please complete the *Nominating your beneficiaries – for Income Accounts* form.

As a Qantas Super member you are able to make a non-binding or binding nomination. The right one for you will depend on your personal circumstances and wishes. For more information on nominating your beneficiaries, refer to the relevant member disclosure for your division, available on our website or by contacting the Qantas Super Helpline.

As there may be tax and estate planning implications to consider, we recommend that you seek advice from a licensed financial adviser before making your nomination.

#### Option 1: Non-binding death benefit beneficiary nomination

A **non-binding death benefit beneficiary nomination** (non-binding nomination) enables you to indicate your preference for the distribution of your death benefit. This nomination doesn't bind the Trustee to pay your death benefit to your nominees, but it will be an important consideration. While a non-binding nomination does not expire and you don't need to renew it, you should review your nomination as your personal circumstances change to ensure it continues to reflect your preferences.

#### Who you can nominate

With a non-binding nomination you can indicate your preference for the distribution of your death benefit between your dependants (see below for a summary of who qualifies as a dependant) and/or the legal personal representative of your estate. The total proportions of your nomination must add up to 100%.

Your 'dependant' refers to the following:

- your spouse (including de facto and same-sex couples)
- your children (including natural, step or adopted and children of your spouse)
- a person financially dependent on you at the time of your death; or
- an interdependent relationship.

An interdependent relationship exists if:

- two people 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 or personal care.

An interdependent relationship also exists if two people have a close personal relationship and the other requirements are satisfied because of physical, intellectual or psychiatric disability.

For the full definition of 'dependant' refer to Step 2 of the *Nominating your beneficiaries* form.

**To make a non-binding nomination, complete steps 1, 2 and 4 of the attached form.**

#### Option 2: Binding death benefit beneficiary nomination

If you have a valid **binding death benefit beneficiary nomination** (binding nomination) in place, the Trustee of Qantas Super is bound to follow it and will distribute your death benefit as a lump sum amount according to your wishes. A binding nomination is only valid for a period of three years unless you choose to revoke it. We will write to you as the expiry date of your binding nomination approaches, reminding you to reconfirm or make a different nomination.

#### Who you can nominate

With a binding nomination you can direct how your death benefit should be distributed between your dependants (see definition in previous column) and/or the legal personal representative of your estate. The total proportions of your nomination must add up to 100%.

You should review your binding nomination if your personal circumstances change, for example if you divorce your spouse.

Where a beneficiary is ineligible and there are other eligible beneficiaries, the death benefit will be allocated to the remaining beneficiaries in the same proportion that their death benefit bears to the total death benefit payable to all remaining eligible beneficiaries. If there are no remaining eligible beneficiaries, the Trustee will pay your death benefit to your legal personal representative, in accordance with the terms of the Qantas Super Trust Deed and Rules.

A binding nomination must be witnessed by two people over the age of 18 who are not named as beneficiaries on this form.

**To make a binding nomination complete steps 1, 2, 4 and 5 of the attached form.**

To amend, confirm or revoke your binding nomination, simply complete a new *Nominating your beneficiaries* form. The new binding nomination will only be effective when the new valid form has been received and Qantas Super has acknowledged receipt in writing to you. If any part of the new binding nomination is invalid, your previous nomination will still apply, providing it hasn't expired.

#### If you need help

For assistance call the Qantas Super Helpline on 1300 362 967 or refer to our website [www.qantassuper.com.au](http://www.qantassuper.com.au).





## Step 2 – Make your nomination (cont)

### Name of Third Beneficiary

Relationship to you\*\* (Select one option only)

Spouse  Child  Financial Dependant  Legal Personal Representative  Interdependency Relationship

Address\*



Date of birth\*  /  /

Proportion of payout  %

### Name of Fourth Beneficiary

Relationship to you\*\* (Select one option only)

Spouse  Child  Financial Dependant  Legal Personal Representative  Interdependency Relationship

Address\*



Date of birth\*  /  /

Proportion of payout  %

Total % (must equal 100%)    %

**Note:** If you wish to nominate more than four beneficiaries please attach an additional page and ensure the total of all proportions remains 100%.

\* Please provide the contact address and date of birth for each of your nominees to assist us in contacting them in the event of your death.

\*\* The persons you nominate must be your 'dependant' or legal personal representative (that is, the executor or administrator of your estate). 'Dependant' means the following:

- your spouse, which includes:
  - your husband, wife, widower or widow;
  - a person who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple regardless of whether you are of the same sex or opposite sex; or
  - any other person (whether of the same or opposite sex) with whom you are in a relationship registered under a law of certain States or Territories (currently Queensland, Victoria, Tasmania, the ACT and NSW);
- your children, which includes:
  - an adopted child, a stepchild or an exnuptial child;
  - a child of your spouse; and
  - someone who is your child under the Family Law Act 1975 (Cth);
- any person who, in the opinion of the Trustee, was wholly or partially financially dependent on you at the time of your death;
- any person with whom you had an interdependency relationship<sup>1</sup> at the time of your death; and
- any other person who is a dependant under the Superannuation Industry (Supervision) Act 1993 (Cth).

<sup>1</sup>An 'interdependency relationship' exists where you and another person satisfy the following four requirements at the time of your death:

- you had a close personal relationship; and
- you lived together; and
- one or each provided financial support to the other; and
- one or each provided domestic support and personal care to the other of a type and quality normally provided in a close personal relationship (other than by a friend or flatmate).

If a close personal relationship existed but the other requirements of an interdependency relationship were not satisfied because one or both of you suffered from a physical, intellectual or psychiatric disability, or if you are temporarily living apart, then an interdependency relationship may still exist.



## Step 3 – Privacy

The Trustee respects the privacy of your personal information and is committed to complying with the Australian Privacy Principles in the Privacy Act 1988 (Cth).

Our Privacy Policy sets out our approach to the management of personal information. Subject to the Privacy Act 1998 (Cth), you can have access to and seek correction of your personal information. Our Privacy Policy contains information about how you can access and seek correction of your personal information, how you may complain about a breach of your privacy and other important information about how your personal information is collected, used and disclosed.

Our Privacy Policy is available on Qantas Super's website, [www.qantassuper.com.au](http://www.qantassuper.com.au) or you can obtain a copy by contacting us on **1300 362 967**.

## Step 4 – Select non-binding or binding nomination and sign

**Please tick one option only and complete the relevant details for that option.**

**Option 1 – Non-binding nomination**

By signing below I declare that I have read this section and understand that:

- The nominations I have made on this form are not binding on the Trustee and the Trustee is not obliged to pay a death benefit to the dependant(s) I nominate.
- The Trustee cannot consider a nomination unless it is in favour of my spouse, my children, a person who is financially dependent on me and/or a person who is my dependant under superannuation law.
- The information provided within this form will be used by the Trustee to contact those nominated to determine whether they are still my dependants and/or legal personal representative at the time of my death. The information may be disclosed to the administrator, my employer and other parties as required and I consent to the handling of my personal information in this way.

Signature

X

Date

□□ / □□ / □□□□

**Option 2 – Binding nomination**

By signing below I declare that I have read this section and understand that:

- The nomination I have made on this form will be legally binding on the Trustee if it is still valid and in effect at the time of my death.
- An invalid binding nomination will be treated as a non-binding nomination.
- Where a beneficiary is ineligible and there are other eligible beneficiaries, the death benefit will be allocated to the remaining beneficiaries in the same proportion that their benefit bears to the total benefit payable to all remaining eligible beneficiaries. If there are no other eligible beneficiaries, the Trustee will pay your death benefit to your legal personal representative, in accordance with the terms of the Qantas Super Trust Deed and Rules.
- The nomination in this form will be invalid if:
  - it was not given to the Trustee before the date of my death; or
  - it has not been completed correctly;
  - the Trustee is legally restrained or prohibited from paying my super to one or more of the persons nominated in this form.
- The nomination in this form will expire and cease to have effect:
  - after three years, unless I re-confirm, revoke or amend it at an earlier time;
  - if and for so long as the Trustee is prevented from making a payment due to Family Law; or
  - if I am subject to a Court Order prohibiting me from making a binding nomination or requiring me to amend or revoke a binding nomination.
- The information provided within this form will be used by the Trustee to contact those nominated to determine whether they are still my dependants and/or legal personal representative at the time of my death. The information may be disclosed to the administrator, my employer and other parties as required and I consent to the handling of my personal information in this way.

Signature

X

Date

□□ / □□ / □□□□



## Step 5 – Witness declaration

### Witness One (insert full name)

I,  confirm that I am at least 18 years of age, am not a person nominated in Step 2 of this form and that the member named above has signed this form in my presence.

Signature

Date   /   /

### Witness Two (insert full name)

I,  confirm that I am at least 18 years of age, am not a person nominated in Step 2 of this form and that the member named above has signed this form in my presence.

Signature

Date   /   /

**Please return your completed form to Qantas Super, GPO Box 4303, Melbourne, VIC 3001.**

