UniSuper

Fact sheet and form

Binding death benefit nomination

Nominating a beneficiary can give you greater certainty about who'll receive your super and any insurance benefits when you pass away. This fact sheet explains what a binding death benefit nomination is and how you can make one.

Who is this fact sheet for?

This fact sheet is for UniSuper members who want to make a binding death benefit nomination.

Please note: UniSuper will not accept a binding death benefit nomination made under a power of attorney.

What's a binding death benefit nomination?

A binding death benefit nomination is a written instruction you can submit to tell us how you'd like your super and any insurance benefits to be distributed when you pass away.

If your binding nomination is valid at the date of your death, we're legally required to pay your death benefit to the people you've nominated in the proportions you've set out. We explain what makes a nomination valid in this fact sheet.

UniSuper offers two types of binding death benefit nominations—**lapsing** and **non-lapsing**.

A **lapsing** nomination expires three years after the date it was first signed, last confirmed or amended. If it lapses, we'll still consider your nomination when deciding how to pay your death benefit, together with other factors like whether you had any dependants at the time of your death.

If you'd like your lapsing nomination to last longer than three years, you'll need to confirm your nomination before it expires. You can do this by sending your request in a signed and dated letter. It's your responsibility to ensure that the nomination is confirmed before it expires.

A **non-lapsing** binding death benefit nomination won't expire (unless you amend or cancel it).

Important note

We don't have to pay your death benefit in accordance with your binding death benefit nomination if your benefit is subject to a court order restraining payment, or if we're aware that you're under court-imposed restrictions about such nominations.

How do I check my current beneficiary nomination?

Log in to your online account and select *Beneficiaries* from the menu options to check whether you have a beneficiary nomination on your account.

Details of your beneficiary nomination will also appear on your annual periodic statement, along with its expiry date (if it's a lapsing nomination).

How many beneficiaries can I nominate?

You can nominate as many beneficiaries as you like. If you are using the *Binding death benefit nomination* form to make a nomination, and there isn't enough space, you can attach a separate sheet of paper with the names of the additional beneficiaries and the portion of benefit you'd like them to receive. The total of all your beneficiaries' portions must add up to 100%, or your nomination will be invalid.

If you'd like your entire death benefit to form part of your estate, you must nominate your legal personal representative to receive 100% of your benefit.

How do I make a binding death benefit nomination?

Non-lapsing nominations can be made via your online account or by completing and returning the *Binding death benefit nomination* form. Lapsing nominations can only be made by completing and returning the *Binding death benefit nomination* form. We don't charge you any fees for making a nomination.

A binding death benefit nomination will override any non-binding beneficiary nomination you've previously made. If you have an income stream account, a binding death benefit nomination won't apply to that account if you've already nominated a reversionary beneficiary.

There can be financial and tax implications that arise from the payment of death benefits, so we recommend you seek legal and/or financial advice before making a nomination.

Who can I nominate as a beneficiary?

You can nominate one or more of your dependants and/or your legal personal representative. The most appropriate beneficiaries to nominate will depend on your circumstances.

WHO'S A DEPENDANT?

Your dependants include your spouse, your child, someone you're in an interdependency relationship with or someone who's financially dependent on you.

Spouse

A spouse is a person either of the same sex or a different sex to whom you're:

- legally married, or
- in a relationship that is registered under a relevant prescribed Australian State or Territory law, or
- not legally married, but who lives with you on a genuine domestic basis in a relationship as a couple.

Child

This includes your child (or your spouse's child) of any age, including adopted and foster children, wards, and a child as defined under Family Law legislation. If you're in a de facto relationship, it also includes the children of your partner unless the relationship is over, or your partner has died (unless you continue to maintain a financial or interdependent relationship with the children).

Interdependent relationships

An interdependent relationship includes two people living together who have a close personal relationship and one or each of them provides the other with financial support, domestic support and personal care. This may also include a close personal relationship that doesn't meet all the stated criteria because one or both individuals have a physical, intellectual, or psychiatric disability, or they are temporarily living apart.

Interdependency relationships typically don't include friends, housemates, or someone who's paid to provide domestic support or personal care to another person.

Financial dependent

A financial dependent is someone who is financially dependent on you, irrespective of age.

WHO IS MY LEGAL PERSONAL REPRESENTATIVE?

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 part or all of your death benefit.

If you nominate your legal personal representative in your binding death benefit nomination, your benefit will form part of your estate and be distributed in accordance with your Will (if you have one) or in accordance with the laws that govern people who die without a Will.

You don't need to provide us with details of your legal personal representative, as we'll determine the details at the time of your death.

Do you have more than one UniSuper account?

If you have more than one UniSuper account (for example, you have a super account and a Flexi Pension account), you can make a separate binding death benefit nomination for each account.

If you'd rather have a single binding death benefit nomination apply to all your UniSuper accounts, you can choose this option when you make your nomination.

How can I ensure my binding death benefit nomination is valid?

For your nomination to be valid, you need to meet the following criteria:

- Your nomination can only include one or more of your dependants and/or your legal personal representative. If you nominate one or more of your dependants, they must still be your dependant/s on the date of your death for the nomination to be valid.
- Your nomination must clearly set out how you would like your benefit to be allocated among your beneficiaries and all allocations must add up to 100%.

In addition, if you're using the *Binding death benefit nomination* form you must:

- sign and date your nomination in the presence of two witnesses, who are over the age of 18 and not nominated to receive your benefit. Both witnesses also need to complete a declaration with their signature and the date.

If any of the information provided in your binding death benefit nomination is unclear, we'll contact you to confirm the details. An unclear binding death benefit nomination may be invalid.

WHAT HAPPENS IF MY NOMINATION IS INVALID?

If your nomination is invalid at the time of your death, it will be treated as a non-binding nomination. This means we'll consider your nomination together with other factors, like if you had any dependants at the time of your death.

What if my circumstances change?

Your binding death benefit nomination will remain in effect even if your circumstances change. If there's a significant change to your circumstances (e.g. marriage, divorce, the death of a nominated dependant or the birth of a child) it's important you amend your nomination, so it continues to reflect your wishes.

AMENDING OR CANCELLING YOUR NOMINATION

You can amend or cancel a binding death benefit nomination at any time by completing a new *Binding death benefit nomination* form and returning it to us. You can also amend or cancel a non-lapsing binding beneficiary nomination through your online account.

If you make a new binding death benefit nomination (lapsing or non-lapsing), it will cancel and replace your existing binding death benefit nomination.

What if I don't have a binding death benefit nomination in effect at the date of my death?

If you don't have a binding death benefit nomination in effect at the date of your death, we must pay your benefit to one or more of your dependants and/or your legal personal representative, in proportions we determine (unless you've selected a reversionary beneficiary on your income stream account).

If you don't have any dependants or a legal personal representative at the date of your death, we'll pay your benefit to any other person we determine, as required by superannuation law.

Please note: if you've nominated a reversionary beneficiary for a Flexi or Term Allocated Pension, and your reversionary beneficiary is no longer your dependant at the time of your death, payment of the balance of your income stream account will be at our discretion—even if a binding death benefit nomination applies to other accounts in your name.

An important note for DBD members who joined UniSuper before 1 January 1990

If you're a Defined Benefit Division (DBD) member who joined UniSuper before 1 January 1990, under the terms of the UniSuper Trust Deed, the Trustee must exercise its discretion to determine whether your death benefit will be paid as a pension or a lump sum to your surviving spouse and/or dependant children.

If you make a binding death benefit nomination, you'll remove the Trustee's discretionary power in relation to your death benefit. Therefore, if a valid binding death benefit nomination is in effect at the date of your death, only a lump sum benefit will be payable to your nominated beneficiaries in the proportions set out in your binding death benefit nomination.

More information

Visit **unisuper.com.au/beneficiaries** for more information, including helpful case studies. If you have any questions, please call us on **1800 331 685** or visit **unisuper.com.au/contact-us** for more options – including chat.

This information is of a general nature only and includes general advice. It has been prepared without taking into account your individual objectives, financial situation or needs. Before making any decision in relation to your UniSuper membership, you should consider your personal circumstances, the relevant product disclosure statement for your membership category and whether to consult a licensed financial adviser. This information is current as at March 2025 and is based on our understanding of legislation at that date. Information is subject to change. To the extent that this fact sheet contains information which is inconsistent with the UniSuper Trust Deed and Regulations (together the Trust Deed), the Trust Deed will prevail. Issued by: UniSuper Management Pty Ltd ABN 91 006 961 799, AFSL No. 235907 on behalf of UniSuper Limited the trustee of UniSuper, Level 1, 385 Bourke Street, Melbourne Vic 3000.

Fund: UniSuper, ABN 91 385 943 850
Trustee: UniSuper Limited, ABN 54 006 027 121 AFSL 492806
Date: March 2025 UNIS000F23 0225

Binding death benefit nomination form

UniSuper

Save time, go online!

You can make, amend, or cancel a **non-lapsing** binding death benefit nomination via your online account. Log in at **unisuper.com.au/login** and select *Beneficiaries*.

Alternatively, you can use this form to make a **lapsing** or **non-lapsing** binding death benefit nomination, or to cancel an existing binding nomination.

Refer to the *Binding death benefit nomination* fact sheet for details on how to complete this form.

For your binding death benefit nomination to be valid, please ensure that:

- you sign and date your *Binding death benefit nomination* form in the presence of two witnesses, each of whom is over the age of 18 and not nominated to receive your benefit, and
- both witnesses sign and date SECTION 6 in each other's presence and at the same time you do, otherwise your binding death benefit nomination will be invalid.

Please note: UniSuper will not accept a binding death benefit nomination made under a power of attorney.

If you have a super and income stream account and you have different binding death benefit nomination instructions for each one, you'll need to complete two separate forms.

'Super accounts' refers to Accumulation 1, Accumulation 2, Personal Account and Defined Benefit Division accounts. 'Income stream accounts' refers to Flexi Pension and Term Allocated Pension accounts where a reversionary beneficiary is not in place.

LAPSING AND NON-LAPSING NOMINATIONS

A binding nomination can be either lapsing or non-lapsing.

A lapsing binding death benefit nomination will be current for three years from the date this form is signed. If your binding nomination lapses, it'll be treated as a non-binding nomination. This means that while it won't be binding on the Trustee, it may be considered when determining who will receive your death benefit.

A non-lapsing binding death benefit nomination will not expire (unless you amend or cancel it), so it doesn't need to be confirmed or updated every three years.

SECTION 1 MEMBER DETAILS

› Please complete in BLACK or BLUE BALL POINT PEN and print in CAPITAL LETTERS. Cross (X) where required.

Member number

Account number

Please note: the Account number field is applicable to **income stream accounts only**.

If you're unsure of your member or account number, refer to your most recent UniSuper correspondence or call us on 1800 331 685.

☐ I have more than one UniSuper account and want this binding death benefit nomination to apply to all my accounts.

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Dr ☐ Professor ☐ Other

Surname

Given name

Date of birth (DD/MM/YYYY)

SECTION 2 MAKE NEW OR CANCEL EXISTING NOMINATION/S

I want to (select one box only):

☐ **Make a new** binding death benefit nomination/s. Note: If you have an existing binding death benefit nomination, it will be **cancelled and replaced** by your new nominee/s. Go to SECTION 3.

☐ **Cancel** my existing binding death benefit nomination/s only. Go to SECTION 6.

Please note: If you cancel your existing binding death benefit nomination and don't replace it with a new one, the Trustee must pay your benefit to one or more of your dependants and/or legal personal representative, in proportions determined by the Trustee.

Fund: UniSuper ABN 91 385 943 850 Trustee: UniSuper Limited ABN 54 006 027 121 AFSL 492806
Administrator: UniSuper Management Pty Ltd ABN 91 006 961 799 AFSL 235907
Address: Level 1, 385 Bourke Street, Melbourne Vic 3000
Issue date: 3 March 2025

SECTION 3 TYPE OF NOMINATION

I would like my binding nomination to be:

☐ Lapsing ☐ Non-lapsing

Please note: If you don't make a choice, your nomination will default to a lapsing binding nomination. Refer to the *Binding death benefit nomination* fact sheet for more information.

SECTION 4 YOUR NOMINATION

› Refer to the *Binding death benefit nomination* fact sheet—which has information about (and includes definitions of) eligible beneficiaries—to ensure your nomination is valid.

The total percentage of your nomination must add up to exactly 100%—if it doesn't, your nomination will be invalid.

I nominate the Trustee to pay my benefit in the proportions set out below.

DEPENDANT NOMINATIONS

	Surname	*Given name(s)*	*Relationship (select one box only)*	*Portion of benefit (%)*
1			☐ Spouse ☐ Financially dependent ☐ Child ☐ Interdependant	
2			☐ Spouse ☐ Financially dependent ☐ Child ☐ Interdependant	
3			☐ Spouse ☐ Financially dependent ☐ Child ☐ Interdependant	
4			☐ Spouse ☐ Financially dependent ☐ Child ☐ Interdependant	
5			☐ Spouse ☐ Financially dependent ☐ Child ☐ Interdependant	
6			☐ Spouse ☐ Financially dependent ☐ Child ☐ Interdependant	

AND/OR

LEGAL PERSONAL REPRESENTATIVE NOMINATION

Important: If you've selected 100% for legal personal representative, you're unable to allocate any portion above. If you've selected less than 100%, then the above portions and this portion **must add up to 100%**.

TOTAL

100%

Important: The total must equal 100% or all the nominations will be invalid. Check that the total percentage of all nominees above (and any other sheets of paper you attach listing other dependants) equals exactly 100%.

SECTION 5 CONTACT DETAILS (OPTIONAL)

In the event of my death, please contact the following person/s for further information that may assist the Trustee in distributing my benefit. (Provide name/s and contact details)

SECTION 6 DECLARATION AND SIGNATURE

MEMBER DECLARATION AND SIGNATURE

› Please read this declaration before you sign and date your form.

In making this binding death benefit nomination, I acknowledge that:

- I've read the *Binding death benefit nomination* fact sheet.
- I can only nominate one or more of my dependants and/or my legal personal representative.
- Each dependant nominated must be my dependant at the date of my death.
- A binding nomination cannot be made to an account that has a reversionary beneficiary in place.
- This nomination applies only to the accounts listed in SECTION 1.
- 100% of my benefit must be allocated and the allocation of my benefit must be clearly set out.
- I must sign and date this nomination in the presence of two witnesses, each of whom is over the age of 18 and not nominated to receive my benefit.
- This nomination will not be valid until it has been received and accepted by the Trustee.
- A valid lapsing binding death benefit nomination will expire three years after the date it's signed (or last confirmed or amended).
- If this nomination lapses, it will be treated as a non-binding nomination. This means that while my wishes may be considered, the decision when paying out my account balance will be at the Trustee's discretion.
- A valid non-lapsing binding death benefit nomination does not expire.
- It's my responsibility to ensure that this nomination is valid and remains in effect.
- I can cancel or amend this nomination at any time.
- If this nomination isn't valid for any reason or is not in effect at the date of my death, the Trustee must pay my benefit to one or more of my dependants and/or legal personal representative in proportions determined by the Trustee.
- If I'm a Defined Benefit Division member who joined UniSuper before 1 January 1990, this binding death benefit nomination will remove the Trustee's discretionary power in relation to my death benefit and only a lump sum benefit will be payable to my nominated beneficiaries in the proportions I have set out in my nomination.
- I consent to my personal information being used in accordance with UniSuper's Privacy Policy.
- This nomination is subject to the UniSuper Trust Deed and Regulations.
- I understand that, from time to time, UniSuper may contact me to request additional information and to verify my instructions on this form.

Signature

Date

DD MM 20YYYY

This date must match both witnesses' declaration dates below. If not, the form will be invalid.

WITNESS DECLARATION AND SIGNATURE

Witness 1

I declare that I'm over the age of 18, am not nominated in SECTION 4 as a beneficiary, and that the member signed and dated this *Binding death benefit nomination* form in my presence and in the presence of Witness 2.

Witness 1 name

Signature of Witness 1

Date

DD MM 20YYYY

This date must match the signature dates of both the member and Witness 2. If not, the form will be invalid.

Witness 2

I declare that I'm over the age of 18, am not nominated in SECTION 4 as a beneficiary, and that the member signed and dated this *Binding death benefit nomination* form in my presence and in the presence of Witness 1.

Witness 2 name

Signature of Witness 2

Date

DD MM 20YYYY

This date must match the signature dates of both the member and Witness 1. If not, the form will be invalid.

CHECKLIST

- [ ] My nominations all add up to exactly 100%.
- [ ] My two witnesses and I have signed and dated this form on the same date and in each other's presence.
- [ ] I've completed this form myself (as UniSuper can't accept nominations signed under a power of attorney).
- [ ] I'm returning **all** pages of the form (including any blank pages of the form).

Returning your form

Electronically: use the Upload a document tool at **unisuper.com.au/contact-us.**

Via post: mail to UniSuper Level 1, 385 Bourke Street, Melbourne Vic 3000.

Faxed copies will not be accepted.

Need help?

Call **1800 331 685** or visit **unisuper.com.au/contact-us** for more options including chat.

PRIVACY STATEMENT

UniSuper is committed to protecting your personal information and the confidentiality of your information in accordance with privacy law obligations. The information that you provide to UniSuper on this form is collected and used in accordance with our Privacy Policy which can be found online at **unisuper.com.au/privacy**. If you have any privacy related questions, please call **1800 331 685**.