

# David Nichols Superannuation Fund

## Death Benefit Nomination

1. This Death Benefit Nomination Form sets out your direction to the trustees as to how you want them to apportion any benefit payable on your death.
2. This Death Benefit Nomination revokes any other nomination I have made in relation to this Fund.

Member name: David William Nichols  
Member address: Unit 91, 3 Wulumay Close,  
ROZELLE NSW 2039  
Member date of birth: 03 August 1948

3. This is a binding death benefit notice. By completing and signing it you are requiring the trustees to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more of your dependants or your legal personal representative.
4. If I am a retirement phase recipient of a superannuation income stream at the time of my death, then I direct the trustees that 100% of that income stream will automatically revert to GAYNOR VALERIE NICHOLS. This direction does not apply and has no effect in relation to a pension, which has previously been entered into that required or specified an automatic reversionary pension.
5. In respect of any death benefits not paid by operation of the previous clause (clause 4), I direct the trustees that, on my death that GAYNOR VALERIE NICHOLS is to receive any benefit payable and in the form specified by this beneficiary as permitted by law.
6. In respect of any death benefits not paid by operation of the previous clauses 4 and 5, I direct the trustees that, on my death, the persons named in the following table are to receive the proportion specified in that table of any benefit that is payable and in the form specified as permitted by law:

Person	Relationship to Member	Proportion of death benefit	Form of benefit
<u>GAYNOR VALERIE NICHOLS</u>	<u>SPOUSE</u>	<u>100%</u>	In the form specified by this beneficiary.
<u>/</u>	<u>/</u>	<u>/</u>	In the form specified by this beneficiary.
<u>/</u>	<u>/</u>	<u>/</u>	In the form specified by this beneficiary.
Total (which must total 100%)		100%	

7. If any one of the persons named in the table above predeceases the member, then the member directs the trustee to distribute their proportion of the member's death benefit in accordance with Part H of the Deed. This clause does not operate in relation to the death of an intended legal personal representative.
8. If every person named in the table above predeceases the member, then the member directs the trustee to pay the member's death benefit to the member's legal personal representative.

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9. If the member's death benefit is paid to the member's legal personal representative in accordance with this notice, then the member directs the representative to apply the funds for the sole benefit of the member's estate.
10. If compliance with superannuation law prevents any part of the benefit being paid to the named person(s) then that part of the benefit will be dealt with in accordance with the fund's deed and in accordance with superannuation law.
11. It is noted and understood this beneficiary direction is valid for only 3 years.
12. In addition, this nomination is valid only if all the nominated beneficiaries are your dependants (or legal personal representative) at the time of your death.

### Definitions

**Pension dependant** means a person who satisfies the requirements of r6.21(2A) of the *Superannuation Industry (Supervision) Regulations, 1994 (Cth)*.

**Retirement phase recipient** has the meaning given to that term in the Tax Act.

**Superannuation income stream** has the meaning given to that term in the Tax Act.

**Tax Act** means the *Income Tax Assessment Act, 1936 (Cth)* or the *Income Tax Assessment Act, 1997 (Cth)*, as appropriate, and the regulations made under the relevant Act.

Date: 4/3/2021 Signed by the member:   
David William Nichols

The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date:	<u>4/3/21</u>	Date:	<u>R.A. Wilson 4/3/21</u>
Witness:	<u>Pon Winzan</u>	Witness:	<u>R.A. WILSON</u>
Witness name:	<u>Pauline von Winzan</u>	Witness name:	<u>ROBYN ANN WILSON</u>
Address of Witness	<u>488/99 JONES ST</u> <u>ULTIMO 2007</u>	Address of Witness	<u>22 CAMPBELL ST</u> <u>BALMAIN NSW 2041</u>
Occupation of Witness	<u>Rebil Supervisor</u>		<u>RETIRED</u>

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### **First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- a **death benefit agreement** — which binds the trustee and which does not expire, see Part H of the Deed;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

*Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.*

### **What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement takes priority over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's Deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.