

NOMINATION FORM



Killarney
Credit Union

Membership Number:

Name: _____

Address: _____

I/We hereby revoke all previous nominations and nominate the following person or persons:

Name: _____

Nomination Date:

Address: _____

Relationship: _____

Name: _____

Nomination Date:

Address: _____

Relationship: _____

to become entitled to such property in the credit union (*whether in savings, loans, insurances*), not exceeding the limit for the amount for the time being authorised by law which I may have at the time of my death.

Note:

- This form should be completed only following admission to membership of the nominator.
- This form should be adapted if specific property only is to be nominated.
- Under section 21(4) of the Credit Union Act 1997, a nomination is not revocable or variable by the will of the nominator or by any codicil to his/her will.
- Under section 21(6) of the Credit Union Act 1997 the marriage of a member of a credit union revokes any nomination made by him/her before his/her marriage.
- Under section 21(7) a nomination shall be revoked by the death of the nominee before the death of the nominator.
- Under Section 21(1) of the Credit Union Act 1997, the form of nomination must either (a) be made in a book at the registered office of the credit union or (b) delivered to the registered office during the nominator's lifetime.

Members Signature: _____

Print Name: _____

Date:

Witnessed by: _____

Print Name: _____

Date:

Note: Witness shall not be the nominee

Witness Occupation: _____

Witness Address: _____

Beech Road, Killarney, V93 XR5V, Co. Kerry
Park Road, Killarney, V93 CVF9, Co. Kerry
Killarney Road, Kenmare, V93 NN73, Co. Kerry
1-3 O'Connell Street, Cahersiveen, V23 HF77, Co. Kerry

WHERE MEMBERS MATTER MOST



Killarney
Credit Union

Email info@killarneycu.ie www.killarneycu.ie

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NOMINATION CHECKLIST

I, confirm that I have read and understand the following

1. A valid nomination covers all credit union property but that property may be assigned to one person or divided between various nominees. Any clearly identified person can be a nominee - it does not necessarily have to be next of kin.
2. Where only one person is nominated, that person will be the sole beneficiary of your credit union property subject to the maximum permitted by law which is €23,000.
3. The nomination will supersede your will and is not revocable or variable by your will or any codicil to it.
4. Your marriage after completing a nomination automatically revokes that nomination - you may wish to consider completing a new nomination at that time.
5. Death of the nominee (*prior to that of the nominator*) automatically revokes that nomination - you may wish to consider completing a new nomination at that time.
6. Divorce or separation does not revoke the nomination
7. Completion of a new nomination revokes all previous nominations
8. In order to be valid, the form of nomination must be delivered to the registered office of the credit union during your lifetime.
9. The nomination by a member of the credit union of a person who is at the date of the nomination an officer of the credit union shall not be valid unless that person is a member of the nominator's family.
10. Where any sum falls to be paid under paragraph to a nominee under the age of sixteen years, the credit union may pay that sum to either parent, or to a guardian, of the nominee or to any other person of full age:
 - who will undertake to hold it on trust for the nominee or to apply it for his/her benefit; and
 - (b) whom the credit union may think a fit and proper person for the purpose;and a receipt for that sum signed by that parent, guardian or other person shall be a sufficient discharge to the credit union for all money so paid.
11. Payments in respect of incapacitated persons: The rule (ILCU rule 26) applies where, in the case of a member of the credit union or a person claiming through such a member, the board of directors is satisfied:
 - after considering medical evidence, that the member or other person is incapable by reason of a mental condition to manage and administer his own property; and
 - that no person has been duly appointed to administer his property on his behalf, whether by a court, pursuant to Part II of the Powers of Attorney Act, 1996 or otherwise.

If, in a case where this rule applies, it is proved to the satisfaction of the board of directors that it is just and expedient to do so, the credit union may pay the amount of any property belonging to the member or other person (whether in the form of savings, loans, insurances or otherwise) to any person whom the board judges proper to receive it on his/her behalf and who furnishes to the board such a statement as is referred to below; and a receipt for that amount signed by such a person shall be a sufficient discharge to the credit union for any sum so paid.

The statement mentioned in paragraph above is one which certifies that the proposed recipient:

- understands that it is his duty to apply the amount which is proposed to be paid in the best interests of the person to whom it belongs;
- is aware that he may incur civil or criminal liability if he misapplies the whole or any part of that amount; and
- is not aware that any other person has authority to receive the whole or any part of that amount, whether by virtue of an order of a court, a power of attorney or otherwise.

Members Signature:

Date: