

DEATH BENEFIT NOMINATION INFORMATION SHEET

Who'll get your super if you die?

You can nominate one or more persons that you would like the trustee of NGS Super to pay your death benefit to should you die while a member of the Fund. Your nomination must be:

- one or more persons who are your dependants, and/or
- your legal personal representative (i.e. your estate).

You can choose either:

- a binding nomination (lapsing or non-lapsing)
- a non-binding nomination
- no nomination.

If you have more than one NGS account, you can complete this form for all accounts where the nomination will be the same. However, if your nominations will be different for any account, you will need to complete a separate form for that account.

Binding (lapsing or non-lapsing) nominations

If you make a binding nomination and at the time of your death it is still valid, we will generally be bound to follow your instructions to pay your death benefit to the nominated persons in the proportions specified by you.

You can choose to make your binding nomination either lapsing or non-lapsing.

A **lapsing nomination** will expire and become invalid after a period of three years unless you re-confirm, change or revoke it earlier.

A **non-lapsing nomination** will not expire.

It is important to review your situation and update your nomination if your circumstances have changed. You may confirm, amend or revoke your nomination at any time by completing a new **Death benefit nomination form**.

Important information regarding your binding nomination

When we receive your nomination, we are unable to check if any nominated beneficiaries are eligible dependants. However, we will review this at time of claim.

Your binding nomination will normally become invalid as soon as one of the following occurs:

- three years have lapsed from the date you signed the **Death benefit nomination form** (lapsing nominations only), or
- any nominated beneficiary dies or otherwise ceases to be a 'dependant' (as defined) before you die.

Where a binding nomination is no longer valid, we're required by law to treat your nomination as non-binding. You should be aware that if your relationship with one nominated dependant changes, an existing binding nomination may become invalid.

You cannot use this form to cancel a reversionary beneficiary nomination.

A reversionary beneficiary nomination (for *Income* and *Transition to Retirement* accounts) can only be selected on commencement of the account and cannot be revoked or amended using this form. Please contact us on **1300 133 177** to discuss your options.

To make a binding death benefit nomination with NGS Super you must:

- complete this form in full
- only nominate eligible dependants and/or your legal personal representative
- sign and date the form in the presence of two witnesses (who are at least 18 years of age and neither of whom are nominated in this form) who also must sign and date the form
- ensure you clearly specify the percentage of your death benefit that you wish to allocate to each beneficiary and that the total allocation equals exactly 100%.

Once properly made, your nomination replaces any previous nomination you may have provided (with the exception of a reversionary beneficiary nomination – see above).

A binding nomination (whether lapsing or non-lapsing) will cease to have effect if you are subject to a court order at the time of your death that prohibited you from making a binding death benefit nomination or required you to amend or revoke a nomination, or if (and for so long as) the trustee is prevented from paying out your death benefit in accordance with your nomination due to Family Law.

Non-binding nominations

If you make a non-binding nomination, we are not legally bound by your wishes but will take them into account. Upon the event of your death, we will consider your non-binding nomination and will look at all your personal circumstances, including your will, before deciding whether to pay to any of your dependants or your estate, or a combination of both.

There is no expiration on a non-binding nomination. It is important to review your situation and update your nomination if your circumstances have changed.

No nomination

If you don't make a nomination, you cancel your existing nomination or if your existing binding nomination expires or is invalid, we are required to pay your death benefit to your dependants and/or your estate as determined by us.

If you wish to revoke an existing binding death benefit nomination and not make a further nomination you need only complete Steps 1, 2, 4, 5 and 6 of the **Death benefit nomination form**, leaving Step 3 blank.

If you need help

For assistance or to access the [Privacy Policy](#) and your personal information call us on **1300 133 177**.

Issued by NGS Super Pty Limited ABN 46 003 491 487 AFSL No 233154 the trustee of NGS Super ABN 73 549 180 515

**ngs
Super**



Incorporating **qjcsuper** division



Who can be nominated?

You can nominate one or more dependants and/or your legal personal representative (which means your estate).

'Dependant' includes:

- your spouse – whether by marriage, a de facto relationship (including same-sex partners) or a registered relationship under a law of State or Territory (including same-sex partners)
- your children (of any age) including step-children, adopted children and ex-nuptial children
- any other person who is financially dependent on you at the time of death, or
- a person with whom you have an interdependency relationship.

If you nominate your legal personal representative but don't have a will, the death benefit may be paid according to the laws of the State in which you resided at the date of your death.

Interdependency relationship

In order to meet the conditions for an interdependent relationship, two people must fulfill all of the following:

1. they have a close personal relationship;
2. they live together; and
3. one or each of them provides the other with financial support; and
4. one or each of them provides the other with domestic support and personal care.

An interdependency relationship will also exist between two people if they have a close personal relationship but do not meet the criteria 2, 3 & 4 because either or both of them suffer from a physical, intellectual or psychiatric disability and may live in an institution but was still in an interdependent relationship with the deceased based on other criteria.

Tax on death benefit payments

There may be some tax payable on a death benefit payments. Lump sum benefits are tax free if paid to your **dependants for tax purposes**. Payments to **non-dependants for tax purposes** (e.g. a financially independent adult child) or the estate are taxed according to the circumstances of the ultimate beneficiary and the tax components of the pension or lump sum. The table below summarises the tax payable.

Dependants for tax purposes

Includes your spouse (including de facto), your former spouse, children under age 18 or a person who is partially or wholly financially dependent on you at the date of your death.

	Death benefits tax payable	
	Accumulation account (tax payable)	Income account or Transition to Retirement account (tax payable)
Payment to a dependant (as defined for tax purposes)	Nil	Nil if the death benefit is paid as a lump sum payment. If the death benefit is paid as an income stream: <ul style="list-style-type: none"> · Nil if you are over age 60 · Nil if your dependant is over age 60 · If you and your dependant are under age 60: <ul style="list-style-type: none"> – Nil for tax-free component – Dependant's marginal tax rate with a 15% tax rebate on taxable component
Payment to a non-dependant¹ (as defined for tax purposes)	Nil on the tax-free component 15% (plus Medicare levy) on the taxable component	
Payment to an estate	Tax is payable based on the classification of the beneficiaries. The estate will be required to pay any applicable tax.	

¹ Non-dependants for tax purposes generally include children over the age of 18 unless they remain financially dependent on the member.



DEATH BENEFIT NOMINATION FORM

Step 1. Complete your personal details *Please print in black or blue pen, in capital letters, one character per box.* [A] [✓]

Title Mr Mrs Ms Miss Other Date of birth / /

Given names

Surname

Residential address

Suburb State Postcode

Postal address

Suburb State Postcode

Telephone - Mobile -

E-mail

This death benefit nomination applies to my: (tick all relevant accounts) Member number (if known)
 NGS Accumulation account – member number
 NGS Transition to Retirement account – member number
 NGS Income account – member number

Step 2. Nomination options

I Please select one option from the following:

- Binding lapsing** nomination (will expire in three years) – complete Steps **1, 2, 3, 4, 5 and 6**
- Binding non-lapsing** nomination (won't expire) – complete Step **1, 2, 3, 4, 5 and 6**
- Non-binding nomination** – complete Step **1, 2, 3, 4 and 6**. Also complete Step **5** if you are replacing a binding nomination
- No nomination or revoke existing nomination** – complete Step **1, 2, 4 and 6**. Also complete Step **5** if you are replacing a binding nomination

Step 3. Make your nomination

You can only nominate a dependant and/or your legal personal representative (estate). Further information on who you can nominate can be found in our fact sheet **Nominate your beneficiaries** available at ngssuper.com.au/PDS

I direct the trustee of NGS Super to distribute my death benefit to the following people in the proportions shown below, in the event of my death:

1.	Given name(s)	Surname	Residential address
	Date of birth	Relationship to you	Benefit %
	□□/□□/□□□□	<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial dependant	□□□%

2.	Given name(s)	Surname	Residential address
	Date of birth	Relationship to you	Benefit %
	□□/□□/□□□□	<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial dependant	□□□%

3.	Given name(s)	Surname	Residential address
	Date of birth	Relationship to you	Benefit %
	□□/□□/□□□□	<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial dependant	□□□%

4.	Given name(s)	Surname	Residential address
	Date of birth	Relationship to you	Benefit %
	□□/□□/□□□□	<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial dependant	□□□%

5.	Given name(s)	Surname	Residential address
	Date of birth	Relationship to you	Benefit %
	□□/□□/□□□□	<input type="radio"/> Spouse <input type="radio"/> Interdependent <input type="radio"/> Child <input type="radio"/> Financial dependant	□□□%

Relationship to you	Benefit %
<input type="radio"/> Legal Personal Representative (Estate)	□□□%

Total Benefit Allocation:	100%
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Step 4. Declaration and signature

By signing this form I declare that:

- I have read and understood the information in the attached **Death benefit nomination** information sheet
- this form revokes any prior binding (lapsing or non-lapsing) nomination or non-binding nomination I have previously made
- I understand that my nomination (if valid) will become effective once my fully completed form has been received by the trustee
- I have read and understand the **Privacy Collection Statement** and consent to my personal information being collected, disclosed and used as described in that statement.

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 3 of this form and that the member named above has signed this form in my presence.

Signature

X

Date

□□ / □□ / □□□□

Witness Two (insert full name)

I, confirm that I am at least 18 years of age, am not a person nominated in Step 3 of this form and that the member named above has signed this form in my presence.

Signature

X

Date

□□ / □□ / □□□□

Step 6. Checklist

Applies to all

Do the beneficiary allocations equal 100%?

Binding nominations only:

Your witnesses cannot also be beneficiaries.

The form has been signed by two witnesses who:

- have both witnessed you signing the form, and
- have signed on the same date as you.

If applicable, any changes to the form have been initialled by the member and both witnesses.

You have completed steps **1, 2, 3, 4, 5 and 6.**

Please return your **original** completed form (not a copy) to:

NGS Super
GPO Box 4303
MELBOURNE VIC 3001



PRIVACY COLLECTION STATEMENT

If you are a member of NGS Super, or you are applying for membership

We may collect your personal information from you or from third parties such as:

- your employer
- a previous super fund
- your financial adviser
- our related entities
- publicly available sources.

We may be required or authorised by law to collect your personal information. Relevant laws include the Australian Securities and Investments Commission Act 2001, Corporations Act 2001, Family Law Act 1975 and laws relating to superannuation, taxation and anti-money laundering/counter-terrorism financing.

If we are unable to collect all the personal information we have asked for, we may not be able to administer your NGS Super account or take action on a particular request you have made.

We will use your personal information to:

- manage your NGS Super account (NGS *Accumulation, Transition to Retirement or Income account*)
- give you information about your NGS Super account
- supply you with information about other products and services offered by us or our related companies
- include your relevant account data in statistics and market research.

We will disclose your personal information to various organisations (but only as required to manage your NGS Super account or the Fund generally), including:

- our administrator, Mercer Outsourcing (Australia) Pty Ltd (Mercer)
- our insurer
- our professional advisers
- your employer
- other service providers that provide services or products relevant to your NGS Super account
- any relevant government authority that requires your personal information to be disclosed.

In managing your super your personal information may be disclosed to service providers in another country, most likely to Mercer's processing centre in India. Our [Privacy Policy](#) lists any other relevant offshore locations.

Our [Privacy Policy](#) sets out in more detail

- how we deal with your personal information
- how to access and seek correction of the information we hold about you
- how you may lodge a complaint if we breach an Australian Privacy Principle
- how we will handle any complaint.

You can view our [Privacy Policy](#) at ngssuper.com.au/privacy-policy or obtain a copy by contacting us on **1300 133 177**.

If you have any other queries in relation to privacy issues, or if you do not wish to receive marketing material, you may contact us on **1300 133 177**. You may also write to the NGS Super Privacy Officer at:

NGS Super
PO Box 21236
World Square NSW 2002

or online at ngssuper.com.au/contact-us

If you are not a member of NGS Super, and you are not applying for membership

We will use your personal information only to enable us to take action on the particular matter you have contacted us about. In most instances we will not need to collect any further personal information from any other source. We will disclose your personal information only to those organisations mentioned above as are necessary to take action on the matter in question or for the management of the Fund generally.

Issued by NGS Super Pty Limited ABN 46 003 491 487 AFSL No 233154 the trustee of NGS Super ABN 73 549 180 515

