

# MAKING A BINDING DEATH BENEFIT NOMINATION

## Who'll get your super if you die?

You can nominate one or more persons that you require the trustee of NGS Super to pay your death benefit to should you die while a member of NGS Super, by making a 'binding death benefit nomination'.

If you make a binding death benefit nomination and it is still valid and current at the time of your death, the trustee of NGS Super will be bound to follow it and pay your death benefit to the persons you have nominated and who are eligible (see below) in the proportions specified by you.

You may confirm, amend or revoke your binding death benefit nomination at any time. As your personal circumstances change, it's important to remember to keep your nomination up-to-date.

If you do not want your nomination to be binding you may still nominate your preferred beneficiary/ies by completing the *Nominating your preferred beneficiaries* form.

## Completing the form

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

- complete this form in full and sign and date it in the presence of two witnesses. The witnesses must be at least 18 years of age and neither of them can be nominated within this form. Each witness must also sign and date the form in Step 4
- only nominate someone who is your Dependant<sup>1</sup> and/or legal personal representative (of your estate)
- ensure you clearly specify the percentage of your super that you wish to allocate to each person and that the total allocation equals 100%.

Once properly made, your nomination replaces any previous nomination you may have made (whether it was a binding or non-binding nomination). This nomination applies for up to 3 years unless you re-confirm, change or revoke it earlier.

## To revoke a binding nomination

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

## What you should know about binding death benefit nominations

In the event that you die without a valid and current binding death benefit nomination in place, the trustee of NGS Super will be required to either pay your entire death benefit to your estate or exercise its discretion and decide on payment of your death benefit to one or more of your dependants.

A binding death benefit nomination will be invalid if:

- it is completed prior to your admission to the Fund
- it is not made using the required *Making a binding death benefit nomination* form,
- the *Making a binding death benefit nomination* form has not been properly completed (for example, the nominated proportions are not clear or do not equal 100%, or the form has not been signed, dated and witnessed correctly),
- at the time of your death, one or more of the persons nominated by you has died or is not your dependant<sup>1</sup> or legal personal representative,
- you were legally incapable of making the nomination; or
- the trustee is legally restrained or prohibited from paying your benefit to one or more of the persons nominated by you.

Binding death benefit nominations cease to have effect after a period of three years from the date you sign your nomination, or re-confirm it to apply for a further three years, unless revoked by you earlier. It would also 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.

## If you need help

For assistance or to access the Privacy Policy and your personal information call the NGS Super Customer Service Team on **1300 133 177**.

<sup>1</sup> See footnote in Step 2





## Step 2. Make your nomination

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 (please attach an additional page if you wish to nominate more than three beneficiaries. The additional page will be treated as part of Step 2.

### 1. My legal personal representative (Estate)

Percentage of benefit  %

## OR

### 2. My dependant/s<sup>3</sup> If you make this selection, please provide full details below:

#### First Nominee

Given names

Surname

Date of birth  /  /

Percentage of benefit  %

Relationship to you

Spouse  Child  Financial dependant  Interdependency relationship

Residential address

Suburb

State

Postcode

#### Second Nominee

Given names

Surname

Date of birth  /  /

Percentage of benefit  %

Relationship to you

Spouse  Child  Financial dependant  Interdependency relationship

Residential address

Suburb

State

Postcode

#### Third Nominee

Given names

Surname

Date of birth  /  /

Percentage of benefit  %

Relationship to you

Spouse  Child  Financial dependant  Interdependency relationship

Residential address

Suburb

State

Postcode

<sup>3</sup> Please provide the contact address and date of birth for each of your nominees to assist us to contact them in the event of your death.

Continued over



## Step 2. Make your nomination (continued)

### Notes

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

- 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 including step-children, adopted children and your spouse's children;
- any other person who the trustee considers is wholly or partially dependent on you at the time of death, and
- any person you have an interdependency relationship with.

Two people (whether or not related by family) have an interdependency relationship if:

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 other criteria as listed above (2, 3 & 4) because either or both of them suffer from a physical, intellectual or psychiatric disability.

Any amounts paid to your legal personal representative would be distributed according to your will, or if you don't have a will, according to the laws of the State in which you resided at the date of your death.

## Step 3. Sign the form

By signing this form I declare that I have read this form and understand that:

- My nomination in this form will be legally binding on the Trustee if it is still valid at the time of my death.
- My nomination in this form will be invalid if:
  - it has not been completed correctly or was completed prior to my admission to membership of the Fund
  - the persons nominated are no longer my dependants and/or legal personal representative at the time of my death or are no longer alive
  - the Trustee is legally restrained or prohibited from paying my super to one or more of the persons nominated in this form
- If this binding death nomination is not valid, the Trustee will have the discretion to pay my benefits in accordance with the rules of the Fund and superannuation laws.
- My nomination in this form will expire and cease to have effect:
  - after 3 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 death benefit nomination or requiring me to amend or revoke a binding death benefit 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.
- If this binding death benefit nomination remains valid and is current at the time of my death, then the Trustee must pay the benefit in accordance with the nomination, regardless of how my personal circumstances and those of my beneficiaries have changed.
- This form revokes any prior binding death benefit nomination or nomination of preferred beneficiaries I may have made
- I consent to my personal information being collected, disclosed and used as described in the Privacy Collection Statement.

Signature

Date  /  /

## Step 4. 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 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 (*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

**[www.ngssuper.com.au/privacy-policy](http://www.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 PO Box 21236 World Square NSW 2002 or online at **[www.ngssuper.com.au/contact-us](http://www.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.