



# BENEFICIARY NOMINATION

## LET'S GET SERIOUS

Have you ever thought about what happens to your superannuation if you die? While it's something we're typically pretty reluctant to think about, it is important.

## WHAT HAPPENS TO YOUR FUNDS IF YOU DIE?

To ensure your funds are paid to the person you nominate, you must complete a binding nomination form. In the case of your death, your binding nomination means that your funds will be paid according to your nomination (as long as it is valid at the time of your death).

If you complete a non-binding beneficiary this will inform the Trustee of your intended recipient, however it's not a guarantee that your nominated beneficiaries will receive your funds.

## WHAT IS A NOMINATION FOR A BENEFICIARY?

This provides your intentions for where you wish your super funds to be distributed in the case of your death. There are three types of nominations as outlined below. If you don't make a nomination, the Trustee will consider your family situation, including dependants and provisions in your will when making a decision about the payment of a death benefit.

### NON-BINDING

The Trustee is provided with your wishes to be used as guidance for where the entitlements are to be distributed, however ultimately, you'll make the final decision. A non-binding nomination doesn't guarantee the Trustee will follow your nomination.

### BINDING

It is one of the most certain ways to ensure a death benefit is paid to your intended beneficiaries. If a binding nomination has been completed with appropriate beneficiary nominations, has been signed and witnessed and is still valid at the date of death, the Trustee must direct the death benefit payment to the nominated beneficiaries. Binding nominations are only valid for three years, requiring you to update it after that.

### BINDING NON-LAPSING

Similar to the above, however a correctly completed nomination means your nomination is valid on an ongoing basis. If your situation changes it's up to you to make amendments to, or revoke, your nomination.



## WHO CAN RECEIVE YOUR BENEFITS?

Your funds may be paid to one or more of the following individuals that you nominate (called a 'beneficiary'):

- Your dependants\* (any spouse including same sex couples, any child, any person in an interdependency relationship with you or any person who the Trustee considers was dependent + on you for maintenance or support at the date of your death);
- Your legal personal representative (executor) to distribute as stated in your will or under the applicable intestacy rules if you have no will or the will does not deal with the benefit; or
- A combination of:
  - Your dependents; and
  - Your legal personal representative.

Your funds will be invested in the Cash investment once a death certificate has been received by GigSuper. The value of your investment will reflect movements, both up and down, in the unit price for the Cash Investment option.

If you wish to complete a binding nomination, please complete the following form, and return it to the address enclosed.

## REQUIREMENTS FOR A BINDING NOMINATION

Legislation is quite specific about the requirements for a binding nomination to be legally effective:

- The benefit must be paid to a dependent, legal representative or a combination of both (as outlined earlier).
- The proportions for payment must be certain.
- Nominations must be in writing, signed and dated by you in the presence of two witnesses who are at least 18 and not beneficiaries. The nomination must contain a declaration signed and dated by the witnesses stating that you signed the notice in their presence.
- Nominations must be renewed at least every three years. The Trustee will treat a lapsed binding nomination as reverting to a non-binding nomination.
- The Trustee has a duty to seek clarification if the nomination is not clear.
- If you make a binding death nomination, your annual statement will include information about the nomination and its effect.
- Nominations can be confirmed by giving the Trustee a written notice to that effect, which is signed and dated by you. Alternatively, notices can be amended or revoked at any time by giving the Trustee a notice, which is signed and witnessed in the same way as the initial notice.
- The nominated proportion of benefit must total 100%.
- A binding nomination becomes invalid when a nominated beneficiary ceases to be a dependant or legal personal representative.
- Only your dependants or legal personal representative are eligible to receive your death benefit and that eligibility is determined as at the date of your death.

- If you have revoked and have not made a new binding nomination, or you have not confirmed or made a new nomination three (3) years from the date of your binding nomination, then payment of your death benefit to your dependants in accordance with the Trustee's discretion.
- If a dependant nominated to receive a benefit dies before you, or they are no longer a dependant of you at the time of your death, then your benefit will be distributed equally amongst your surviving nominated dependants or your legal personal representative. If there are no surviving dependants or nominated legal personal representative, your death benefit will be paid in accordance with the Trustee's discretion.

#### **+WHO IS A DEPENDANT?**

For the purpose of paying a superannuation death benefit, a dependant is:

- Your spouse (legal or de facto) (including a person of the same sex as you); or
- Your children (including step-child and adult child); or
- Any person who is wholly or partially financial dependant on you at the time of your death; or
- Any person who is in an "interdependency relationship" with you.

#### **+AN INTERDEPENDENCY RELATIONSHIP MEANS:**

- You have a close personal relationship with the person; and
- You live together; and
- One or both of you provide the other with financial support; and
- One or both of you provide the other with the domestic support and personal care. (A person may however still qualify if you do not live together because one of you suffers from a disability).

# BENEFICIARY NOMINATION FORM

Please complete and return the original (only binding and binding non-lapsing) to:

GigSuper  
PO Box 142  
Surry Hills, NSW, 2010

Non-binding nomination forms may be emailed to [support@gigsuper.com.au](mailto:support@gigsuper.com.au).

Name \_\_\_\_\_ Surname \_\_\_\_\_

GigSuper Member No.\* \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

*\*Your Member Number can be found in the 'Welcome to GigSuper' email you received when you first opened your account, or alternatively by contacting us at [support@gigsuper.com.au](mailto:support@gigsuper.com.au).*

*Please select which beneficiary nomination you are completing:*

- ☐ Binding
- ☐ Binding non-lapsing
- ☐ Non-binding

## NEW BENEFICIARY DETAILS

NAME OF NOMINATED BENEFICIARY (Dependant or Estate)	ADDRESS	RELATIONSHIP TO YOU	DATE OF BIRTH	PERCENTAGE  Total: must add up to 100%



**GIGSUPER**

Issued by Diversa Trustees Limited (ABN 49 006 421 638, AFSL 235153) as trustee of Grow Super SMA (ABN 20 543 903 424).  
GigSuper is a public offer fund regulated by the Australian Prudential Regulatory Authority (APRA).

## DECLARATION

- I hereby direct the Trustee to distribute the benefit payable in the event of my death in accordance with this form. This Nomination supersedes any previous nomination made by me. I acknowledge that I have read the Important Notes below;
- I understand the terms of this Nomination and have read the current PDS;
- The beneficiary/ies I have nominated above are either my dependant(s) or my legal personal representative(s);
- The proportions of benefit I have completed are certain;
- I acknowledge that if my circumstances change, or I otherwise wish to change my Nomination I must notify the Trustee and provide a new Nomination form and;
- I acknowledge that in any event this Nomination is valid for a period of three (3) years and that I agree to provide the Trustee with a new Nomination prior to expiry of the existing Nomination.

Your privacy is important to us

When we collect your personal information, it is securely stored and will only be used and disclosed to authorised personnel, service providers and third parties in order to:

- administer your superannuation account
- make benefit payments
- direct marketing

For a copy of the Privacy Policy, visit [www.gigsuper.com.au](http://www.gigsuper.com.au). Our Privacy Policy sets out how you can access information about your benefit and personal details, correct any information which is inaccurate or out-of-date and information on our privacy complaints process. For binding nominations ONLY please ensure that sure signature is properly witnessed by two witnesses.

**MEMBER SIGNATURE** \_\_\_\_\_

FULL NAME (please print) \_\_\_\_\_

Date     /     /

*Please see next page for Witness declarations and signatures.*

#### **WITNESS DECLARATION**

To be completed if you opt for a binding or binding non-lapsing nomination only. Please note, your witness cannot be the same as your beneficiary. Both witnesses must sign on the same day.

#### **WITNESS 1**

By witnessing this nomination of beneficiaries form, I declare that I am over 18 years of age, I am not a beneficiary on this form, and I have witnessed the signing of this document by the member whose signature appears on this form.

WITNESS 1 SIGNATURE \_\_\_\_\_

DATE     /     /

NAME (please print) \_\_\_\_\_

DOB     /     /

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

#### **WITNESS 2**

By witnessing this nomination of beneficiaries form, I declare that I am over 18 years of age, I am not a beneficiary on this form, and I have witnessed the signing of this document by the member whose signature appears on this form.

WITNESS 1 SIGNATURE \_\_\_\_\_

DATE     /     /

NAME (please print) \_\_\_\_\_

DOB     /     /

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

Any further questions? Please email [support@gigsuper.com.au](mailto:support@gigsuper.com.au).



**GIGSUPER**

GigSuper Pty Ltd

ABN: 32 620 862 053 | ACN: 620 862 053

1800 735 798

[support@gigsuper.com.au](mailto:support@gigsuper.com.au) | [www.gigsuper.com.au](http://www.gigsuper.com.au)

#### **Disclaimer**

The information contained in this document is general in nature and has been prepared without taking into account your objectives, financial situation or needs, and because of this, you should consider whether the information is appropriate and where appropriate seek professional advice from a Financial Adviser. Refer to GigSuper's website for a copy of its PDS. GigSuper is a product promoted and distributed by GigSuper Pty Ltd (ABN 32 620 862 053) who is a Corporate Authorised Representative (CAR No. 1276569) of Grow Super AFSL Pty Ltd (ABN 16 135 540 135, AFSL 340958).



**GIGSUPER**

Issued by Diversa Trustees Limited (ABN 49 006 421 638, AFSL 235153) as trustee of Grow Super SMA (ABN 20 543 903 424).  
GigSuper is a public offer fund regulated by the Australian Prudential Regulatory Authority (APRA).