

Making a binding death benefit nomination - Mercer SmartRetirement Income of the Mercer Super Trust

Mercer SmartRetirement Income

Who'll get your super if you die?

You can nominate one or more beneficiaries that you require the trustee of the Mercer Super Trust to continue to pay your pension (or a lump sum if the law does not permit the payment of a pension) to or you can nominate your Legal Personal Representative (your Estate) to receive a lump sum should you die whilst being a member of Mercer SmartRetirement Income of the Mercer Super Trust, by making a 'binding death benefit nomination'.

You have the option of choosing:

- a three year lapsing binding death benefit nomination, which will automatically expire after three years, or
- a non-lapsing binding death benefit nomination.

If you make a binding death benefit nomination and it is still valid and in effect at the event of your death, the trustee of the Mercer Super Trust will be bound to follow it and continue to pay your pension (or a lump sum if the law does not permit payment of a pension) to the beneficiaries you have nominated and in the proportions specified by you or pay a lump sum to your Legal Personal Representative.

If a binding death benefit nomination has not been made or if your binding death benefit nomination is not valid (and no default nominations apply) or not in effect at the date of your death the trustee will pay your pension to your spouse, if he or she survives you. In the event that you do not have a spouse at the time of your death, the trustee will pay a lump sum equal to your super account balance to your Legal Personal Representative.

Completing the form

To make a binding death benefit nomination in the Mercer Super Trust 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 a nominated beneficiary within this form. Each witness must also sign and date the form in Step 5.
- Only nominate someone who is your Dependant (refer to note 2 in Step 3), or your Legal Personal Representative.
- Ensure you clearly specify the percentage of your pension that you wish to allocate to each beneficiary and that the total allocation equals 100%.
- If you nominate your Estate, the total allocation must equal 100%.

Once properly made, your nomination replaces any previous nomination you may have made.

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

What you should know about binding death benefit nominations

A binding death benefit nomination may become invalid if:

- it is not made using the required Binding Death Benefit Nomination form,
- the 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 and witnessed correctly),
- at the time of your death, one or more of the beneficiaries nominated by you has died or is not your Dependant (refer to note 2 in Step 3) or your legal personal representative,
- you remarry after making the nomination,
- you were legally incapable of making the nomination, or
- the trustee is legally restrained or prohibited from paying your super payout to one or more of the beneficiaries nominated by you.

In the event that one or more of your nominees is not alive or does not meet the definition of 'dependant' at the time of your death, the trustee will pay that part of your pension to those remaining nominees who meet the definition of 'dependant' who are nominated in this form to receive payment in this event (default nomination).

Lapsing binding death benefit nominations cease to have effect after a period of three years from the date you sign your nomination, 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 in writing, or if (and for so long as) the trustee is prevented from paying out your death payout in accordance with your nomination due to Family Law.

Non-lapsing binding death benefit nominations do not cease until you change or revoke it, or it becomes invalid for reasons previously mentioned. 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 payout 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 Helpline on **1800 671 369**.



Step 1: Complete your personal details

Title Mr Mrs Ms Miss

Date of birth / /

Given names

Surname

Postal address

Suburb

State

Postcode

Telephone

Fax

E-mail

Account/Membership number

Plan name

Step 2: Binding nomination type

Lapsing binding: nominations are valid for three years and revert to non-binding unless renewed

Non-lapsing binding: your nomination is enduring and will not expire unless revoked or renewed

Select one option only

Step 3: Make your nomination

Please note that the total of all the percentages (for the proportion of payout) that you enter against each nomination must equal 100%. If the nominated proportions don't equal 100% this binding death benefit nomination may become invalid. If you need assistance in completing this section or any other part of this form, please call the Helpline on **1800 671 369**.

I direct the trustee of the Mercer Super Trust to distribute my death payout as follows in the proportions shown below in the event of my death:

pay the following proportion of my death payout as a lump sum to my legal personal representative

Name

Address (see Note 1)

Proportion of payout %

pay my pension (see Note 3) to the following people in the proportions shown below (please attach an additional page if you wish to nominate more than four beneficiaries)

Continued over



Step 3: make your nomination (continued)

Nomination 1

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependant Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Alternative for Nomination 1 (optional-see Note 4 on the fourth page of this form)

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependant Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Nomination 2

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependant Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Alternative for Nomination 2 (optional-see Note 4 on the fourth page of this form)

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependant Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Nomination 3

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependant Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Continued over



Step 3: make your nomination (continued)

Alternative for Nomination 3 (optional-see Note 4 on the fourth page of this form)

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependand Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Nomination 4

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependand Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Alternative for Nomination 4 (optional-see Note 4 below)

Name

Relationship to you (see Note 2) **Select one option only**

Spouse Child Financial Dependand Interdependency Relationship

Address (see Note 1)

Date of birth (see Note 1) / /

Proportion of payout %

Total % (must equal 100%) 1 0 0 %

Notes

1. Please provide the contact address and date of birth for each of your beneficiaries to assist us to contact them in the event of your death.

2. The beneficiaries you nominate must be your 'Dependant'. 'Dependant' is defined as:

- your spouse as defined in the relevant legislation which generally includes
 - your husband or wife
 - another person (whether of the same sex or not) with whom you are in a registered relationship
 - another person who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple
- your children as defined in the relevant legislation which generally includes
 - your adopted child, step-child, or ex-nuptial children
 - your spouse's child
 - someone who is a child of you within the meaning of the Family Law Act 1975
- 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 have an interdependency relationship if:
 1. they have a close personal relationship,
 2. they live together,
 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.

Continued over



Step 3: make your nomination (continued)

3. A pension can only be paid to a child who meets the criteria set down in the relevant legislation – refer to the ‘Beneficiaries’ section of the Product Disclosure Statement, or call the Helpline on 1800 671 369 for details. If a pension is not able to be paid to a child the trustee will pay to that child an equivalent lump sum benefit.
4. The dependant to whom payment will be made in the event that your first nominee is no longer alive or does not meet the definition of dependant at the time of your death. If alternative nominees are not provided, and if one or more of your dependants is no longer alive or does not meet the definition of dependant at the time of your death, your binding death nomination will be invalid and the trustee will continue to pay your pension to your spouse if he or she survives you. If you do not have a spouse at the time of your death, a lump sum will be paid to your legal representative, or if you have no legal representative to any natural person allowed by law.

Your privacy

We collect, use and disclose personal information about you in order to manage your superannuation benefits and give you information about your super. Our Privacy Policy outlines the type of information we keep about you and how we, and any organisations we appoint to provide services on our behalf, will use this information. If you do not provide the personal information requested, we may not be able to manage your superannuation. You can read our Privacy Policy online at mercer.com.au/privacy or you can obtain a copy by calling the Helpline.

The policy also includes details about how you may lodge a complaint about the way we have dealt with your information and how we will handle that complaint.

Step 4: 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 of the Mercer Super Trust if it is still valid and in effect at the time of my death.
- My nomination in this form will be invalid if:
 - it has not been made correctly
 - the beneficiaries nominated are no longer alive or are no longer my Dependants at the time of my death
 - I remarry after signing this form
 - the trustee of the Mercer Super Trust is legally restrained or prohibited from paying my super to one or more of the beneficiaries nominated in this form.
- My nomination in this form will expire and cease to have effect:
 - three years after making a lapsing binding death benefit nomination, unless I re-confirm, revoke or amend it at an earlier time;
 - if and for so long as the trustee of the Mercer Super Trust is prevented from making a payment due to Family Law; or
 - I am subject to a Court Order prohibiting me to make 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 at the time of my death.
- This form revokes any prior binding death benefit nomination I may have made.
- I consent to my information being collected, disclosed and used in the manner set out in the Privacy Policy.

Signature

Date / /



Step 5: Witness declaration

Witness One

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

Date / /

Witness Two

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

Date / /

Please return your completed form to Mercer Super Trust, GPO Box 4303, Melbourne, VIC 3001.

