

Making a binding death benefit nomination in the Mercer Super Trust

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 pay your superannuation death benefit to should you die whilst being a member 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 pay your death payout to the beneficiaries you have nominated and in the proportions specified by you.

If you do not wish to make a binding death benefit nomination, and your employer plan allows it, you may still nominate who you would prefer to receive your superannuation death benefit in the event of your death, by completing the separate *Nominating your preferred beneficiaries in the Mercer Super Trust* form, available from the Mercer Super Trust website at mercersuper.com.au/documents or by calling the Helpline on **1800 682 525**. A preferred nomination would not be legally binding on the trustee of the Mercer Super Trust.

You can change 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.

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* and/or legal personal representative (of your Estate).
- Ensure you clearly specify the percentage of your super that you wish to allocate to each beneficiary and that the total allocation equals 100%.

Once properly made, your nomination replaces any previous nomination you may have made, whether of preferred beneficiaries or a binding death benefit nomination.

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

In the event that you die without a valid and in effect binding death benefit nomination in place, the trustee of the Mercer Super Trust will be required to exercise its discretion and either pay your entire death payout to your Estate or decide on payment of your death payout to any one or more of your Dependants.

A binding death benefit nomination will 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 have died or is not your Dependant* or 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.

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, 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 682 525**.

*See Step 3



This form can be completed digitally or by hand with a black or blue pen in uppercase with one character per box. **Please note** the form must be signed with a pen and submitted by post. The form cannot be signed digitally.

Step 3: Make your nomination (continued)

Name of Second Nominee

Relationship to you** (Select one option only)

Spouse Child Financial Dependant Interdependency Relationship Legal Personal Representative

Address*

Date of birth* / /

Proportion of payout %

Name of Third Nominee

Relationship to you** (Select one option only)

Spouse Child Financial Dependant Interdependency Relationship Legal Personal Representative

Address *

Date of birth* / /

Proportion of payout %

Name of Fourth Nominee

Relationship to you** (Select one option only)

Spouse Child Financial Dependant Interdependency Relationship Legal Personal Representative

Address *

Date of birth* / /

Proportion of payout %

Total % (must equal 100%) %

* 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.

** The beneficiaries 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 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:
 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.

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.

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 or nomination of preferred beneficiaries I may have made.
- I consent to my information being collected, disclosed and used in the manner set out in the Privacy Policy.

Full name

Tick if signing under capacity of Guardianship or Power of Attorney

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.

Please note: If you are making a binding nomination it is a requirement that the original form is posted to the address shown in step 5 of this form. Please do not attempt to email or fax your completed form to us as it cannot be accepted.

Who is my death benefit paid to?

1

You gave a **Binding Death Benefit Nomination** that is current and valid

2

Then your death benefit is paid to

3

the **people you nominated***

or

You gave a **Binding Death Benefit Nomination**

that is not current or not valid

Then your death benefit is paid to

your **legal personal representative[^]**

[^]If there is no Legal Personal Representative*, the Trustee will pay to your Dependants*

or

You gave a **Preferred Nomination** that you have withdrawn or is not effective

Then your death benefit is paid to

your **legal personal representative[^]**

[^]If there is no Legal Personal Representative*, the Trustee will pay to your Dependants*

or

You gave a **Preferred Nomination** that is effective

Then your death benefit is paid to

one or more of your **legal personal representative*** and **your dependants***

(as decided by the Trustee)
The Trustee will look at your Preferred Nomination in making this decision

or

You do not fit into any of the **blue boxes**

Then your death benefit is paid to

your **legal personal representative[^]**

[^]If there is no Legal Personal Representative*, the Trustee will pay to your Dependants*

* If the Trustee cannot find your Dependants or your Legal Personal Representative, it will pay to other people chosen by the Trustee. (For example, if you have no Dependants and no Legal Personal Representative, the Trustee may pay to others close to you, like your parents or siblings)