

Making a binding death benefit nomination in the Mercer Super Trust

Please print in black or blue pen, in uppercase, one character per box.



Who'll get your super if you die?

You can nominate one or more persons that you require the trustee of the Mercer Super Trust to pay your death payout to should you die while a member of the Mercer Super Trust, by making a '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 persons 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 super payout 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 mercersupertrust.com 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 nominated within this form. Each witness must also sign and date the form in Step 4.
- 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 person 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, 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 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 Dependents.

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 persons 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 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 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 2



Step 2 - Make your nomination (continued)

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 nominees to assist us to contact them in the event of your death.

** 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 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.

Continued over



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. We may also use it to supply you with information about the other products and services offered by us and our related companies. If you do not wish to receive marketing material, please contact us on 1800 682 525.

Our Privacy Policy is available to view at mercersupertrust.com or you can obtain a copy by contacting us on 1800 682 525.

If you do not provide the personal information requested, we may not be able to manage your superannuation.

We may sometimes collect information about you from third parties such as your employer, a previous super fund, your financial adviser, our related entities and publicly available sources.

We may disclose your information to various organisations in order to manage your super, including your employer, the fund's administrator, our professional advisors, insurers, our related companies which provide services or products relevant to the provision of your super, any relevant government authority that requires your personal information to be disclosed, and our other service providers used to assist with managing your super.

In managing your super your personal information will be disclosed to service providers in another country, most likely to our administrator's processing centre in India. Our Privacy Policy lists all other relevant offshore locations.

Our Privacy Policy sets out in more detail how we deal with your personal information and who you can talk to if you wish to access and seek correction of the information we hold about you. It also provides detail about how you may lodge a complaint about the way we have dealt with your information and how that complaint will be handled.

If you have any other queries in relation to privacy issues, you may contact us on 1800 682 525 or write to our Privacy Officer, GPO Box 4303, Melbourne, VIC, 3001.

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 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 persons nominated are no longer alive or my Dependants and/or legal personal representative 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 persons nominated in this form.
- My nomination in this form will expire and cease to have effect:
 - after three years, 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 and/or legal personal representative 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 this form.

Signature

Date

/ /



Step 4 - Witness declaration

Witness One

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

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 Mercer Super Trust, GPO Box 4303, Melbourne, VIC 3001.

