

Please complete and return one of the attached forms if you wish to change the person(s) that you have nominated to receive your benefit in the event of your death while you are a member.

What happens to my superannuation benefit if I die?

Under the Superannuation Industry (Supervision) Act (SIS Act) a death benefit can normally only be paid to a dependant (see definitions at right), your legal personal representative, or a combination of dependants and your legal personal representative. Payment can only be made to another individual if the Trustee, after reasonable enquiries, is unable to locate any dependants or legal personal representative.

You can choose the type of nomination that best suits your needs, either:

- a non-binding nomination, or
- a binding nomination

It is important that you complete and submit one form only.

The most appropriate nomination will depend on your personal circumstances. You should seek advice from a financial adviser if necessary. If you do not make a nomination the Trustee will, in its absolute discretion, pay your benefit upon your death in accordance with the SIS Act.

Non-binding nomination

A non-binding nomination of your preferred beneficiaries is not binding on the Trustee, but will assist the Trustee in exercising its discretion.

The Trustee will determine what proportion of your entitlements goes to one or more of your dependants or your legal representative in the event of your death. Unless the Trustee decides to pay the benefits to your estate, your entitlements will not form part of your estate and will therefore not be subject to the terms of your will.

The Non-Binding Death Benefit Nomination is on page 2 (i.e. on the back of this page).

Binding nomination

This means that you can request that the Trustee of the Fund, in the event of your death, to be bound by the nomination you make on your *Binding Death Benefit Nomination* form when they are paying out your death benefit. Provided that your nomination is a valid one, the Trustee will be obliged to pay any death benefit entitlement to the person or people you have nominated on your form. Further details can be found on page 4.

The Binding Death Benefit Nomination is on pages 3 and 4.

Definitions

The following definition of '**dependant**' applies:

- a) the spouse of the member, any child of the member and any person with whom the member has an interdependency relationship at the member's date of death; and
- b) any other person who in the opinion of the Trustee is at the member's date of death wholly or partially financially dependent on the person.

Two people are in an interdependent relationship if:

- they have a close personal relationship; and
- live together in a genuine domestic basis in a relationship as a couple; and
- one or each of them provides the other with financial support; and
- one or each of them provides the other with domestic support and personal care.

An interdependent relationship also exists if two people have a close personal relationship but the other requirements are not satisfied because either or both of them suffer from a physical, intellectual or psychiatric disability.

A '**spouse**' is:

- a) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory, and
- b) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple.

Your '**legal personal representative**' is the executor of your will or the administrator of your estate.

The definition of '**child**' is as follows:

- a) an adopted child, a stepchild or an ex-nuptial child of yours; and
- b) a child of your spouse; and
- c) someone who is a child of yours within the meaning of the Family Law Act 1975.

Adopted child means a child adopted by you:

- a) under the law of a State or Territory relating to the adoption of children; or
- b) under the law of any other place relating to the adoption of children, if the validity of the adoption would be recognised under the law of any State or Territory.

Non-Binding Death Benefit Nomination



Please send this completed form to:
 Mercy Super
 PO Box 8334, WOOLLOONGABBA QLD 4102

Contact Details:
Phone: 1300 368 891 or (07) 3163 8867
Email: information@mercysuper.com.au

Please complete and return this form if you wish to change the person(s) that you have nominated to receive your benefit in the event of your death while you are a member.

Please complete in a black or blue pen and BLOCK letters. This form is invalid if the Declaration is not signed.
 Please note – for your protection an original copy of this form must be provided.

1. Your personal details

Your member number (if known)

Your payroll number (if known)

Surname (Mr Mrs Ms Miss Dr)

Given names Date of birth / /

Postal address

Suburb State Postcode

Email Telephone Mobile number

2. Beneficiary details

I nominate the people below, and/or my legal personal representative, (e.g. executor of my estate) as my preferred beneficiaries for the payment of my death benefit from Mercy Super. I understand my preferred nomination will be used by the Trustee of Mercy Super as a guide only and that the Trustee is not bound by my nomination when exercising its absolute discretion to pay my death benefit.

NAME	DATE OF BIRTH	% OF BENEFIT	RELATIONSHIP

3. Member declaration

- I declare that:
- I cancel any earlier written death benefit nomination to the Trustee.
 - This nomination applies to all my benefits with Mercy Super.
 - The details provided above are true and correct in every detail and I authorise Mercy Super to update its records accordingly.
 - I have received and had the opportunity of reading the Fund's Member Booklets, including any Supplementary Product Disclosure Statements. I understand that the Fund's Financial Services Guide is available upon request and that it can also be read on the Fund's website.
 - I have had the opportunity of reading the Fund's Privacy Policy and understand and approve how my personal information may be used.

Member's signature

Date / /

Binding Death Benefit Nomination



Please send this completed form to:
 Mercy Super
 PO Box 8334, WOOLLOONGABBA QLD 4102

Contact Details:
Phone: 1300 368 891 or (07) 3163 8867
Email: information@mercysuper.com.au

To make a binding nomination, or to replace an earlier nomination, or to add to an existing nomination(s), please complete the details in 'Beneficiary details' listing ALL those you wish to be beneficiaries of your death benefit. If you are adding beneficiaries, ensure that you include those previously nominated as well as your new beneficiary(ies). Please ensure that the percentage column totals 100%.

Please complete in a black or blue pen and BLOCK letters. This form is invalid if the Declaration is not signed.

Please note – for your protection an original copy of this form must be provided.

1. Your personal details

Your member number (if known)

Your payroll number (if known)

Surname (Mr Mrs Ms Miss Dr)

Given names Date of birth / /

Postal address

Suburb State Postcode

Email Telephone Mobile number

2. Beneficiary details

Each nominated beneficiary must be your spouse, child, or a person who meets the definition of an interdependant or who is financially dependent on you (identify nature of relationship and nature of interdependency or financial dependency) or your legal representative (e.g. executor of your estate). Please see over for more details.

NAME	DATE OF BIRTH	% OF BENEFIT	RELATIONSHIP

3. Member declaration

You must sign and date this form in the presence of two witnesses over the age of 18 who are not beneficiaries.

I cancel any earlier written binding death nomination to the Trustee by me and it is my intention that this nomination will be binding on the Trustee as permitted by law.

- I give the Trustee notice that on my death, my death benefit (if any) payable from the Fund shall be paid in the proportion to any one or more of my dependants or interdependants listed above or my legal representative.
- This binding nomination is valid for three years from the date I have signed this form.
- I may at any time cancel or change a binding nomination notice in accordance with the Fund's procedures.
- If a notice is invalid or has not been sent to the Trustee when I die the death benefit will be determined by the Trustee at its discretion.

- This nomination applies to all my benefits with the Fund.
- I have read the notes on the back of this form which sets out the terms upon which this nomination is made and I understand that these are consistent with the the Fund's Trust Deed, a copy of which is available upon request.

I declare that:

- The details provided are true and correct in every detail and I authorise Mercy Super to update its records accordingly.
- I understand that the information that I have provided will be used only for the purpose of administering my account.
- I have had the opportunity of reading the Fund's Privacy Policy and understand and approve of how my personal information will be used.
- I have received and had the opportunity of reading the Fund's Member Booklets, including any Supplementary Product Disclosure Statements. I understand that the Fund's Financial Services Guide is available upon request and that it can also be read on the Fund's website.

Member's signature

Date / /

This form must be signed and dated by two witnesses in the space provided on the back of the form.

Continues on next page >

4. Witness declaration

I hereby declare that I am over the age of 18 years. I am not a beneficiary nominated on this form and I witnessed the member sign this form.

PRINTED NAME	SIGNATURE	DATE	DATE OF BIRTH
1			
2			

Important notice

Binding death benefit nominations

- To provide greater certainty about who receives your benefit when you die, you can make a nomination that binds the Fund's Trustee to pay your death benefit to specified persons (providing you are still a member of the Fund when you die). You can request the Trustee to pay the benefit either as an income stream, lump sum or a combination of both.

The person(s) you nominate must be any one or more of the following:

- Your current spouse (refer to page 1).
- Your children (refer to page 1).
- Any person(s) financially dependent on you.
- Any person who satisfies the death benefit interdependency definition (refer to page 1).
- Your legal personal representative, which means the executor or administrator of your estate.

It is important to note that all your nominated beneficiaries must be alive and fall within one of these categories at time of your death.

Please note: A death benefit can only be paid as an income stream to your child if they are:

- Under age 18,
- Under age 25 and financially dependant on you, or
- Have a certain type of disability.

What is a valid nomination?

To make a nomination valid, you must also follow these procedures. Your nomination must:

- Be made to us in writing on the application form over the page.
- Clearly set out the proportion of the benefit to be paid to each person nominated (total must add up to 100%).
- Be signed and dated by you in the presence of two witnesses over the age of 18 who are not nominated in the form.
- Be signed and dated by the two witnesses in your presence.
- Be sent to us (a nomination will not be valid until we receive it).

You may also wish to inform your nominated beneficiaries of your nomination.

How long is the nomination valid?

If you make a binding nomination, it will be **valid for three years from the date you sign this form**. It is important that you update your nomination regularly to ensure that your wishes are met. You may renew, change or cancel your nomination at any time.

If your nomination is valid, we must follow it no matter how your circumstances have changed. For example, if you nominate your spouse and you later separate, but have not yet obtained a divorce, your nomination remains valid and binds the Trustee unless you vary or cancel it, or it expires.

Your dependants have the right to complain to the Superannuation Complaints Tribunal (SCT) about the Trustee's decision. The SCT will review the decision and all supporting

documentation and may be able to change the decision in some circumstances (for example, if the nomination had expired at the date of death).

How do I update my binding nomination?

If you want to make or cancel a binding nomination, you must follow the procedures as outlined below.

- Make a new nomination:** If you want to make a nomination, you must write your chosen beneficiaries' details in Section 2 of the form. Your beneficiaries must be your spouse, child, financial dependant or in an interdependant relationship with you, or legal personal representative, and the 'percentage of benefit' column must total 100 per cent. The form must be signed, dated and witnessed.
- Cancel a nomination:** If you want to cancel a current binding nomination and not replace it, you must write 'cancel previous nomination' in the 'Beneficiary details' section of the form. Please note that the form must still be signed, dated and witnessed to cancel a previous nomination.

We will write to you to confirm your new or cancelled nomination. You will be advised of your nomination each time we send your Annual Member Statement.

Additional *Binding Death Benefit Nomination* forms can be obtained from the Fund by calling 1300 368 891.

Default option

If, at the time of your death:

- You have not made a binding death nomination; or
- Your nomination has been cancelled; or
- Your nomination is invalid (for example, it is not correctly signed and witnessed, it is more than three years old and has not been renewed, or any of the people nominated dies before you or no longer falls within one of the permitted categories);

the Trustee of the Fund will use its discretion to determine how your benefit should be paid.

Privacy

The Fund only collects information on this form that is essential for the administration of your binding death nomination. The Fund will not use the information about you, or your witnesses, for any other purpose, or pass it to any other organisation without express permission.

You should consider consulting your legal adviser before making or cancelling a binding death benefit nomination.

Proof of Identity

Under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 superannuation funds are required to identify, monitor and mitigate the risk that the Fund may be used for the laundering of money or the financing of terrorism.

To meet these requirements the Fund reserves the right to request further information to verify your proof of identity of the recipients of the benefit.