

# Australian Retirement Trust

## Lifetime Pension Information Handbook

This *DuluxGroup Lifetime Pension Handbook* was originally prepared and issued by Sunsuper Pty Ltd ABN 88 010 720 840 (Trustee) as trustee for Sunsuper Superannuation Fund ABN 98 503 137 921(Sunsuper).

On 28 February 2022, Sunsuper and QSuper merged to form Australian Retirement Trust. On merger, the Trustee became the trustee of Australian Retirement Trust and was renamed to Australian Retirement Trust Pty Ltd. All Sunsuper members were transferred to Australian Retirement Trust and each Sunsuper member was issued with a product(s) in Australian Retirement Trust which had the same benefits and features as the Sunsuper product(s) they held at the merger date.

This document was originally prepared by the Trustee to provide information to Sunsuper *DuluxGroup Lifetime Pension* members about their product. As the benefits and features of the Australian Retirement Trust *DuluxGroup Lifetime Pension* product remain the same as the predecessor Sunsuper product, the information in this document remains available to assist *DuluxGroup Lifetime Pension* members to understand the benefits and features of their product. A new Australian Retirement Trust version will be prepared by the Trustee in due course.

This document is not a product disclosure statement (PDS). For copies of information that the Trustee previously provided to you (including copies of past PDSs and material change notifications), please contact us on **13 11 84**.

This document is issued by Australian Retirement Trust Pty Ltd (ABN 88 010 720 840 ASFL No: 228975), Trustee of Australian Retirement Trust (ABN 60 905 115 063). This document has been prepared for general information purposes only and not as specific advice to any particular person.

References to '*Sunsuper for Life*' should be read as '*Australian Retirement Trust Super Savings*'.

# DuluxGroup Lifetime Pension Handbook

**Sunsuper for life Corporate**

Preparation date: 18 December 2018

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**DuluxGroup** 



 sunsuper

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Sunsuper is the superannuation fund that DuluxGroup have chosen to manage their Defined Benefit plan.

DuluxGroup are not responsible for the preparation of this document. They are not providing advice or a recommendation in relation to your benefit.

This *Handbook* contains information about Lifetime Pensions (including Deferred Pensions), including pensions transferred from the DuluxGroup Employee Superannuation Fund (Former Fund).

The details of the pension benefits available in the DuluxGroup Superannuation Plan are documented in the DuluxGroup Benefit Deed which is an agreement between Sunsuper Pty Ltd (the Trustee) and DuluxGroup (the Principal Employer). Your benefits are governed by the DuluxGroup Benefit Deed, and by the terms and conditions of the Trust Deed of the Sunsuper Superannuation Fund. The information in this *Handbook* is a summary only of some important features.

If any statement in this *Handbook* conflicts with the Trust Deed or the DuluxGroup Benefit Deed then the Trust Deed provisions or DuluxGroup Benefit Deed will override this *Handbook*.

## How to use this *Handbook*

This *Handbook* provides you with important information to help you better understand your DuluxGroup Lifetime Pension or Deferred Pension.

### Important information

This is the *Sunsuper for life Corporate DuluxGroup Lifetime Pension Handbook (Handbook)*. This *Handbook* contains information about DuluxGroup Lifetime Pensions. The information in this *Handbook* forms part of the *Sunsuper for life Corporate DuluxGroup Defined Benefit Product Disclosure Statement (PDS)* issued on 1 November 2018. The *PDS* references important information contained in this *Handbook* by "I"

This *Handbook* may reference important information contained in the following:

- The *PDS*, and the *Sunsuper for life Corporate DuluxGroup Defined Benefit Handbook (DuluxGroup Defined Benefit Handbook)*, containing information about the Defined Benefits, Additional accumulation accounts, deferred lifetime pensions, and where applicable, insurance and fees in DuluxGroup, including insurance terms and conditions,
- The *Sunsuper for life guide*, containing information about superannuation in general and *Sunsuper for life* in particular, and
- The *Sunsuper for life Investment guide*, containing information about the investment options available in DuluxGroup. This *Handbook*, the *PDS*, the *Sunsuper for life guide* and the *Sunsuper for life Investment guide* are all available at [sunsuper.com.au/duluxgroup](https://sunsuper.com.au/duluxgroup) and should be read before making a decision regarding your benefits.

### General advice disclaimer

The information in the *PDS*, the *DuluxGroup Defined Benefit Handbook*, this *Handbook*, the *Sunsuper for life guide* and *Sunsuper for life Investment guide* is general information only and doesn't take into account your personal objectives, financial situation or needs. You should consider the appropriateness of the information in this *Handbook* with regard to your objectives, situation and needs. You should obtain financial advice tailored to your personal circumstances. Call us if you would like to speak to a qualified financial adviser.

### Protecting your privacy

Sunsuper respects the privacy of the information you give us. If you require a copy of our Privacy Policy visit [sunsuper.com.au/privacy](https://sunsuper.com.au/privacy) or contact us.

### Financial Services Guide (FSG)

Contains information about the financial services Sunsuper Pty Ltd provides and will help you decide whether to use these services. Visit [sunsuper.com.au/fsg](https://sunsuper.com.au/fsg) or contact us for a copy.



## 1. About DuluxGroup

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The DuluxGroup Superannuation Plan provides benefits for members of the Former Fund who transferred to Sunsuper by a successor fund transfer on 1 November 2018 (**Transfer Date**). This *Handbook* outlines the arrangements within the DuluxGroup Superannuation Plan for Lifetime Pensioners (including Deferred Pensioners).

### Membership

Important terms in this *Handbook* include:

**Retirement Pensioner:** A Member who is presently entitled to receive a Retirement Pension from the Plan.

**Transferred Retirement Pensioner:** A Retirement Pensioner who immediately before the Transfer Date was receiving a pension from the Former Fund.

**Transferred Spouse Pensioner:** A person who, immediately before the Transfer Date, was receiving a pension from the Former Fund, and became entitled to the pension as the Spouse of a member of the Former Fund on that member's death.

**Eligible Child of a Retirement Pensioner:** A child of a deceased Retirement Pensioner who is under the age of 18 years or is under the age of 25 years and who, in the discretion of the Trustee, is deemed to be a student.

**Eligible Dependant:** The surviving Spouse and any Eligible Child of a deceased Retirement Pensioner or Deferred Pensioner.

## 2. Risks of Super

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### Risks of investing in super include:

- your lifetime pension is supported by DuluxGroup,
- once your pension has commenced you may not be able to convert your pension into cash,
- laws may change in the future (e.g. tax, social security), and
- your lifetime pension may not be enough to provide adequately for your retirement.

## 3. Your DuluxGroup Lifetime Pension

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DuluxGroup Lifetime Pensions provide an annual pension amount payable to you in monthly installments.

For Transferred Retirement Pensioners and Transferred Spouse Pensioners, the annual amount of your pension that was being paid to you in the Former Fund will be the annual amount that will commence to be paid on your transfer to Sunsuper.

Your pension will continue to be paid as it was by the Former Fund and your entitlements will not change as a result of transferring to Sunsuper.

For Members who become entitled to a benefit payable as a pension from the Plan, how the amount of your pension is calculated is described in the *DuluxGroup Defined Benefit Handbook*.

### How long will a pension be paid?

Pensions are payable for the life of the Retirement Pensioners and, if a pension is payable to their spouse, for the life of the spouse.

If a pension becomes payable to an Eligible Child of a Retirement Pensioner, the eligible pension will be payable while they remain classified as an Eligible Child and will cease when they reach age 18 but can be paid until age 25 if they are deemed to be a student.

A lump sum benefit may become payable upon death if there is no spouse or Eligible Child of the Retirement Pensioner- refer Section 7 of this handbook for further details.

### Tax on pensions

If required, tax will be deducted from your pension payments by Sunsuper. Lifetime pensions for people over age 60 are tax-free (unless you are receiving a pension of greater than \$100,000 per annum, from 1 July 2017).

### Fees and costs

The fees and other associated costs of providing your Lifetime Pension are paid by DuluxGroup and do not impact your benefit.

## 4. What happens on the death of a Retirement Pensioner?

If you are a Retirement Pensioner, in the event of your death:

- A Spouse Pension may become payable to your Spouse; and/or
- A pension may be payable to any Eligible Child that you have, while they are eligible.

If at the time of your death you have no spouse or Eligible Child a lump sum may be payable to your estate.

The pension payable to an Eligible Dependant shall be payable from the first day of the month following the death of the Retirement Pensioner until:

- in the case of a Spouse, he or she dies; or
- in the case of an Eligible Child, he or she ceases to be an Eligible Child (or dies).

### How will the Spouse or Child Pension be calculated?

The pension payable on the death of a Retirement Pensioner will be determined as a percentage of your Lifetime Pension as set out in the table below.

	Portion of pension payable to Spouse Beneficiary or Eligible Children	
	With a Spouse	Eligible Children only
<b>No Eligible Children</b>	60%	Nil
<b>One Eligible Child</b>	70%	50%
<b>Two Eligible Children</b>	80%	70%
<b>Three Eligible Children</b>	90%	80%
<b>Four or more Eligible Children</b>	100%	90%
<b>Five or more Eligible Children</b>	100%	100%

The maximum pension (if any) payable to the surviving Spouse at any time is 60% of the Retirement Pension which was payable to the deceased Retirement Pensioner as at the date of death and, unless the Trustee determines otherwise, the balance (if any) of the total pension remaining after deducting that maximum is payable in equal shares to Eligible Children remaining from time to time.

#### Example - Pensions payable to a Spouse

Jane is a Member who is married to John at the commencement of the Lifetime Pension and has no Eligible Children. She was receiving a Lifetime Pension payment of \$50,000 p.a. at the date of her death.

On Jane's death, John will receive:

- A Lifetime Pension of 60% of her Lifetime Pension  
= \$50,000 x 60% = \$30,000 p.a.

#### Example - Pensions payable to a Spouse with Eligible Children

Jane is a Member who is married to John at the commencement of the Lifetime Pension and has one Eligible Child under the age of 18. She was receiving a Lifetime Pension payment of \$50,000 p.a. at the date of her death.

On Jane's death, her Eligible Dependents will receive the following:

- John will receive a Lifetime Pension of 60% of her Lifetime Pension  
= \$50,000 x 60% = \$30,000 p.a.
- Eligible Child 1 will receive an annual pension 10% of Jane's Lifetime Pension, subject to meeting eligibility requirements  
= \$50,000 x 10% = \$5,000 p.a.

## 5. What happens on the death of a Deferred Pensioner?

If you are a Deferred Pensioner and die and you are survived by one or more Eligible Dependants, an annual pension shall be payable to that Eligible Dependant.

The total annual pension payable would be dependent on whether you have commenced your pension or not. If you died while in receipt of a pension, a percentage of your annual pension at the date of death will be payable. If you died before your pension commences, a percentage of the annual pension amount that would have been paid if your pension had commenced on the date of your death will be payable.

See the *DuluxGroup Defined Benefit Handbook* for an explanation of how the amount of a Deferred Pension is calculated.

The applicable percentage is determined from the following table and depends upon the number and type of Eligible Dependants as listed below.

	Portion of pension payable to Spouse Beneficiary or Eligible Children	
	With a Spouse	Eligible Children only
<b>No Eligible Children</b>	60%	Nil
<b>One Eligible Child</b>	70%	50%
<b>Two Eligible Children</b>	80%	70%
<b>Three Eligible Children</b>	90%	80%
<b>Four or more Eligible Children</b>	100%	90%
<b>Five or more Eligible Children</b>	100%	100%

## 6. Retirement due to Total & Permanent Disablement - death before age 62

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If the Retirement Pensioner retired from DuluxGroup as a result of Total & Permanent Disablement, and died before 62 years of age, the Trustee having regard to the circumstances of the case and after consulting the Actuary may determine that a lump sum benefit is payable as if the Retirement Pensioner had died whilst still employed on the date of actual retirement.

In the event of such a determination the following will be regarded as part pre-payment of the lump sum benefit:

- (i) pension instalments paid to the Retirement Pensioner before the Retirement Pensioner's death;
- (ii) any amounts paid as a result of pension commutation; and
- (iii) the amount of any equivalent payments from the Former Fund, as notified by the Former Fund Trustee.

## 7. Lump sum on cessation of pension payments

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Generally, when all pension instalments to a Retirement Pensioner (and any Eligible Dependents) have been paid, a death benefit lump sum will be paid equal to any excess of:

5 x annual Retirement Pension that was paid to the Retirement Pensioner immediately after they ceased employment;

**over**

the total amount of pension instalments paid to the Retirement Pensioner and their Eligible Dependents (from the Plan and from the Former Fund);

plus

the total lump sum amounts paid to the Retirement Pensioner and their Eligible Dependents by way of pension commutation (from the Plan and from the Former Fund if applicable).

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## 8. Adjustments for Spouses

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There are certain circumstances where the Trustee may refuse or reduce the pension payment to a Spouse or Eligible Dependant.

These circumstances include where the surviving Spouse is 15 years or younger than you, or in the opinion of the Trustee became a Spouse while you were in receipt of the Retirement Pension, or if the Spouse became your Spouse within twelve months prior to your death.

If you die leaving more than one Spouse, the total pension payable will be calculated based on only one surviving Spouse, and payment proportions will be determined by the Trustee.

## 9. Commutations

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A member who is presently entitled to receive a Retirement Pension may elect to receive an immediate lump sum benefit in lieu of all or a portion of that Retirement Pension, by notice to the Trustee not later than 30 days after the member leaves employment. A Deferred Pensioner may elect to receive an immediate lump sum benefit in lieu of all or a portion of that Deferred Pension by notice to the Trustee at any time before the pension commences or not later than 30 days after the date the pension commences.

However the maximum portion of the pension which may be commuted is the greater of:

- 25% of the pension; and
- the portion of the pension which would, when commuted, provide a lump sum of \$10,000. If the residual pension after commutation is or would be less than \$520.00 per annum (or such higher sum as the Trustee may determine) the entire pension may be commuted.

Subject to such terms and conditions as the Trustee may determine and to the consent of the person entitled to the pension, the Trustee may determine to pay a lump sum benefit in lieu of all or a portion of the pension payable to that person.

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