Product Disclosure Statement

MALI Superannuation Fund

Fund Trustee: MALI Superannuation Fund Pty Ltd
ACN 638 788 995

Trustee Phone Number: ____________________

Name of Member: Lindy Jane Mason

Date of Issue: 30 / 01 / 2020
DD / MM / YYYY

This **Product Disclosure Statement** (PDS) is a summary of significant information and contains a number of references to important information (each of which forms part of the PDS). You should consider this information before making a decision about the Fund. The information provided in the PDS is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

Contents

1. ABOUT THE FUND

1.1. The Fund as a Regulated Superannuation Fund and a Complying Superannuation Fund under the *Superannuation Industry (Supervision) Act (1993)* (SIS Act) is eligible for concessional tax treatment under the Tax Act. The regulator of the Fund is the Australian Taxation Office.

1.2. The provisions of the Fund are set out in the Fund's Deed and Rules. The Fund will also comply with the standards set out in the SIS Act and SIS Regulations.

1.3. The Trustee issues this Product Disclosure Statement (PDS) to existing and prospective new Members (if any) of the Fund.

1.4. The purpose of this PDS is to provide persons interested in becoming Members of the Fund with relevant information about the provisions of the Fund.

1.5. The *Corporations Act 2001* and Regulations provides that Members who become members of the Fund when it is established, are to be given this PDS as soon as practicable but within 3 months of becoming a Member. Other Members are to be given the PDS at the time they join the Fund.

1.6. Terms and phrases used in this PDS are defined in the Rules of the Fund, which are part of the Fund Deed.

1.7. The Fund must have fewer than 5 Members.

1.8. Members of the Fund or their legal personal representative (LPR) must be either trustees of the Fund or directors of a corporate trustee.

1.9. A Member cannot be the Employer of another Member, unless they are Relatives.

1.10. In the case of a sole or one member Fund, the Member (or LPR) may be the sole director of a corporate Trustee or there may be two directors who are the Member (or LPR) and another person who is not an employer of the Member unless they are the Relative of the Member. Where the Trustee is not a corporate Trustee, the Member (or LPR) and another person who is not an employer of the Member unless they are the Relative of the Member, must be the Trustees of the Fund.

2. HOW SUPER WORKS

2.1. Superannuation is a means of saving for retirement, which is, in part, compulsory. Most employees may choose the superannuation fund into which their employer will pay their superannuation guarantee contributions.

2.2. The primary purpose of a Fund, where the Trustees are persons, is to provide benefits in the form of old age pensions for its Members.

2.3. If the Trustee is a corporate trustee, benefits may be paid by lump sum payment when an appropriate condition of release has been met.

2.4. Contributions are made to the Fund on behalf of each Member and credited to the Member's Account. The Fund invests these contributions and amounts (e.g. earnings on investments) are credited to the Member's Account. Amounts (e.g. Fund expenses, tax and losses) are debited to Member's Account.

2.5. A Member's benefit is preserved in the Fund and cannot be received by the Member until such time as the Member satisfies a condition of release, such as retirement, death, permanent incapacity, attaining age 65. At that time, a Benefit representing the balance of the Member's Account and/or the proceeds of death or disability insurance taken out by the Fund, if any, may be payable to the Member. The Benefit may be in the form of a lump sum payment or Pension or both, depending on the Rules of the Fund and the provisions of the Act.

2.6. A Member and others, such as employers, the Government (by co-contributions), or spouses, may make contributions to the Fund on behalf of a Member.

2.7. Members may apply to split contributions with their spouse.

2.8. There are limits to the amount of contributions that can be made, and there are tax implications should contributions exceed certain capped amounts.

2.9. There are two types of contributions: concessional and non-concessional.

2.10. In general, all concessional contributions are included in the assessable income of the Fund. They include employer contributions, salary sacrifice contributions, deductible contributions made by a Member, super guarantee amounts transferred to the Fund.

2.11. A cap applies for the concessional (or tax deductible) contributions made to the Fund on behalf of a Member. If a Member has more than one fund, all concessional contributions made to all funds are added together and counted towards the cap.

Income year	Age and applicable cap amount	Age and applicable cap amount
2017-18	All ages: $25,000	All ages: $25,000
2016-17	<49: $30,000	49+: $35,000
2015-16	<49: $30,000	49+: $35,000
2014-15	<49: $30,000	49+: $35,000

The 2017/18 financial year annual cap for all persons regardless of age is $25,000. Persons with superannuation balances of $500,000 or less are able to carry forward unused cap during this time for up to five years to allow catch up concessional contributions.

2.12. Concessional contributions are taxed at 15% in the hands of the Fund. For 2016-2017 and later years, concessional contributions in excess of the cap will be included in a Member's assessable income and taxed at the Member's marginal income tax rate. That additional tax can be paid from the Member's entitlement in the Fund at the Member's request. Excess concessional contributions will be counted against the Member's non-concessional contributions cap, as set out below. As of 1 July 2017 concessional contributions by members with combined income and concessional superannuation contributions greater than $250,000 is taxed at an additional 15%.

2.13. The Fund can only accept mandated concessional contributions from Members aged 75 or more, being contributions an employer is required to make under a law (industrial award) or agreement, including super guarantee contributions.

2.14. Non-concessional contributions are generally contributions from after tax income for which no tax deduction is claimed. For instance, they will include personal contributions made by a Member for which they do not claim a tax deduction.

2.15. In July 2017 the Government lowered the annual non-concessional contributions cap to $100,000, with a three year bring forward option of $300,000 for persons aged under 65 years. Persons with a superannuation balance above $1.6 million are unable to make non-concessional contributions.

2.16. Non-concessional contributions within the above limits are tax free when contributed or withdrawn from the Fund. The earnings in the Fund on non-concessional contributions are taxed concessionally at 15 per cent in the Fund.

2.17. Contributions made in excess of the non-concessional contributions cap which are not released from the Fund are taxed at 49% for the 2015-2016 and later financial years. A Member has the option of seeking release of non-concessional contributions exceeding the cap made from 1 July 2013 plus 85% of associated earnings. An associated earnings amount based on the income from the excess non-concessional contribution will be included in the Member's assessable income.

2.18. If the member is under 65 years, they are able to make non-concessional contributions of up to three times the annual non-concessional contributions cap in a single year, if they bring forward their non-concessional contribution cap for a 2 or 3 year period. For 2017/18 financial year, to access the non-concessional bring forward arrangement, you must:

(a) be under 65 years of age for one day during the triggering year (the first year);

(b) have a total superannuation balance of less than $1.5 million at the end of 30 June 2017.

2.19. As of 1 July 2017 individuals are able to make voluntary contributions between $15,000 and $30,000 into their superannuation account in order to purchase a first home. These contributions will be taxed at a rate of 15%. These contributions, along with deemed earnings, can be withdrawn for a deposit. Withdrawals from superannuation accounts will be taxed at a marginal rate of around 30%. Voluntary contributions must comply with current superannuation law in regards to caps, total concessional contributions and compulsory employer contributions.

2.20. As specific rules apply and cap rates change over time Members should seek professional advice when making such contributions to avoid adverse taxation consequences.

3. BENEFITS OF INVESTING WITH THE FUND

3.1. Benefits, based on the value of the Member's Account, are payable to Members as a lump sum payment or pension or both as permitted by the Rules of the Fund and the Act and when a condition of release is satisfied. Until a condition of release is satisfied a Member cannot obtain access to the Member's Benefit.

3.2. A Member is not compelled to withdraw benefits from the Fund and they may remain in the Fund indefinitely. A Member may elect to transfer their benefit from the Fund to another Superannuation Entity. If the Trustee expels a Member from the Fund, at the Trustee's discretion, the Member's benefit will be paid to the Superannuation Entity nominated by the Member, and if none is nominated, to an Eligible Rollover Fund chosen by the Trustee.

3.3. The value of the Member's Account is calculated based on contributions made for a Member, increases or decreases in the value of the Fund's investments and accrued income on contributions and investments less payment of taxes, Fund expenses and investment losses.

Retirement

3.4. On a Member's retirement (as defined by the SIS Regulations) or when turning 65 years, a Member will be entitled to payment of a Benefit calculated according to the value of the Member's Account.

3.5. Member benefits will be paid by the Trustees as permitted under SIS Act and Regulations in the form of a lump sum or a Pension or a combination of both.

Pension Benefits

3.6. The Trustee may permit a Member to elect to receive their lump sum Benefit in the form of an income stream called a Pension. As of 1 July 2017, the Government has introduced a lifetime limit of $1.6M that can be transferred from an accumulation account to a pension account for the payment of a pension. Persons in retirement phase with pension balances exceeding the cap are required to transfer the excess back to an accumulation account or withdraw the excess from the superannuation environment. If the Member fails to do so, the Trustees may receive a Commutation Authority requiring the Fund to remove the excess amount from pension phase and if the Trustees cannot establish the Member's preference, the Trustees may remove the excess amount by making a lump sum payment to the Member (if a condition of release has been met) or transferring it to an accumulation account for the Member and in the absence of an existing account, the Trustees may establish a new accumulation account for the Member to receive the excess amount.

3.7. Pensions paid by the Fund after 1 July 2007 will be account based pensions.

A person can commence an account based pension in accordance with the rules provided:

(a) the total payments made annually must be at least the amount calculated using the applicable percentage amount (shown in the table below) of the pension account balance. There is no maximum limit on the amount of annual payments that can be made.

(b) an amount or percentage of the pension cannot be prescribed as being left over when the pension ceases;

(c) the pension's capital value and the income from it cannot be used as security for borrowing;

(d) the pension can be commuted;

(e) the pension may be transferable to a Pension Dependant only on the death of the pensioner; and

(f) the pension account balance cannot be increased by contributions or rollovers.

Age of member	Percentage of account balance 2017/2018
Under 65	4%
65-74	5%
75-79	6%
80-84	7%
85-89	9%
90-94	11%
95 or more	14%

* Note these withdrawal factors are indicative only. Refer to pro-rating, rounding and other rules in the SIS regulations to determine precise minimum annual payments.

3.8. A Transition to Retirement Pension may be paid to a Member who has reached their preservation age, as set out below, but continues to work. This pension is an account based pension that must meet certain other requirements, as follows:

(a) total pension payments in any year must be no greater than 10% of the account balance at the start of that year; and

(b) the pension cannot be commuted and taken as a lump sum until the member meets a condition of release of retirement (as defined in the SIS Regulations), death, Permanent Incapacity or attaining age 65.

As of 1 July 2017, the tax exempt status of earnings on investments supporting a Transition to Retirement Pension has been removed and is taxed at 15%.

3.9. The preservation age depends on the date of birth of the Member as follows:

Date of birth	Preservation age
Before 1 July 1960	55
1 July 1960 to 30 June 1961	56
1 July 1961 to 30 June 1962	57
1 July 1962 to 30 June 1963	58
1 July 1963 to 30 June 1964	59
After 30 June 1964	60

3.10. The Trustees may make available any other form of pension permitted by the Act.

3.11. When a Member wishes to commence a Pension, the Trustee will outline the terms and conditions of the proposed Pension which on acceptance by the Member will be incorporated as a Rule of the Fund.

Death Benefits

3.12. If a Member dies, a benefit is payable calculated according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.

3.13. In the absence of a valid Binding Death Benefit Nomination, the benefit will be payable to one or more of the Member's Dependants or the Member's estate in proportions determined by the Trustees.

3.14. Members are able to notify the Trustees of one or more of the Member's Dependants or the Member's estate who they wish to be considered in the payment of the death benefit. Members can do so by providing the Trustees with a Non-Binding Death Benefit Nomination. The Trustees however are not bound by the wishes set out in this non-binding nomination.

3.15. Alternatively, Members may give a Binding Death Benefit Nomination to the Trustees nominating one or more of the Member's Dependants or the Member's estate to whom the Trustees will pay benefits on the Member's death. The Binding Death Benefit Nomination is binding on the Trustees.

3.16. Both types of nominations can be updated at any time or withdrawn and should be revised if circumstances change – for example on marriage or having children.

3.17. Alternatively a Member requiring more certainty that death benefits will be paid in accordance with their wishes, can request the Trustee to establish a Death Benefit Rule ("DBR"). The Member provides a written request to the Trustee stating the amount, form and circumstances in which a benefit is to be paid to nominated dependants. The Trustee must be satisfied that the request complies with the rules of the Fund and all relevant legislation. The Trustee cannot establish a DBR if it holds a valid Binding Death Benefit Nomination. Upon acceptance of the Member's request, the DBR is documented and incorporated as a rule of the Fund. The Member can amend and revoke a DBR at any time and it can only be revoked or amended with the consent of the Member.

A reversionary pension is a pension payable to a Member which after the death of the Member reverts or transfers to the nominated reversionary beneficiary. The Pension rules provide that a reversion or transfer of a pension (no matter what type) can only be made to a person who is a Pension Dependant (as specified in reg 6.21(2A) and 2(B) of the SIS Act). A reversionary beneficiary may be named in the pension documentation which is completed at the time of commencement of the Pension.

3.18. If the reversionary pension beneficiary nomination is effective, it will override the Member's valid Binding Death Benefit Nomination or Death Benefit Rule, if any. Where the reversionary pension beneficiary nomination is ineffective, for instance, if the nominated reversionary beneficiary is not a Pension Dependant or has died, the balance standing in the Member's pension account will be paid in accordance with the Member's valid Binding Death Benefit Nomination or Death Benefit Rule and if there is none, at the discretion of the Trustees of the Fund in accordance with the Fund rules.

3.19. Death benefits are tax free if paid as a lump sum to a Member's death benefit dependants (as defined by section 302.195 of the *Income Tax Assessment Act 1997*) of the Member. Tax is payable on lump sum payments to persons who are not death benefit dependants. The taxed element of a taxable component of a lump sum benefit paid to a non death benefit dependant will be taxed at 15 per cent plus Medicare levy. The untaxed element of a taxable component of a lump sum benefit paid to a non death benefit dependant will be taxed at 30 per cent plus Medicare levy. The tax free component of a lump sum benefit will remain tax free.

3.20. Some persons who may be entitled to receive a death benefit as a Dependant for the purposes of the SIS Act may be liable for tax on the benefit if they do not fall within the definition of a death benefit dependant for tax purposes.

3.21. Only a Pension Dependant (as specified in reg 6.21(2A) and 2(B) of the SIS Act) can apply to receive a death benefit as a pension, but the taxation treatment will depend on the age of the deceased Member and the Pension Dependant and whether the pension is paid from an element taxed or untaxed in the fund. For a pension paid from an element taxed in the fund:

(a) if the deceased Member was aged 60 or over at the time of death, the pension payments to the Pension Dependant will be tax free;

(b) if the deceased Member was under the age of 60 at the time of death, the pension will be taxed at the Pension Dependant's marginal tax rate but a Pension Dependant who has reached their preservation age, is eligible for a tax offset equal to 15% of the taxed element of the taxable component and when the Pension Dependant is aged 60 and over, the pension payment will be tax free.

3.22. The tax treatment of death benefits paid as pensions or lump sum payments will depend on whether the recipient is a death benefit dependant as defined in section 302.195 of the Tax Act.

Permanent Incapacity Benefit

3.23. A Member who suffers Permanent Incapacity may receive a benefit according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.

Temporary Incapacity Benefit

3.24. In some cases an income stream benefit may be payable on a Member's Temporary Incapacity from the Member's Account or from the proceeds of an insurance policy if taken out by the Fund, to cover such an event.

Severe Financial Hardship

3.25. Members may apply for benefits to be paid on the basis of the Member's severe financial hardship In circumstances prescribed by the SIS Regulations.

Compassionate Grounds

3.26. A Member may apply to the Regulator for the release of benefits to the Member on compassionate grounds as set out in the SIS Regulations. A lump sum, not exceeding an amount determined by the Regulator will be paid to a Member if the Member satisfies the requirements of the SIS Regulations.

4. RISKS OF SUPER

4.1. The Trustees or directors of a Corporate Trustee, (and therefore the Members because they are the Trustees or directors) have full responsibility for the management and administration of the Fund.

4.2. This includes the significant function to invest contributions made to the Fund on behalf of Members. The Trustees are required to formulate, regularly review and give effect to an investment strategy to meet the Fund's investment objectives taking into account relevant circumstances, but they do not guarantee the performance of the Fund or any particular investment.

4.3. The performance of the Fund will depend on the success or otherwise of the investment strategy together with external factors, such as prevailing or changing economic conditions and future changes in superannuation law. The way in which the Fund performs, will affect the value of Benefits a Member will receive from the Fund. Importantly, Superannuation legislation is constantly evolving and is subject to change.

4.4. All investments carry risk. Different investment strategies may carry different levels of risk depending on the assets that make up the strategy. There is no guarantee that investments will maintain their values and if the values decrease, this will reduce the value of the Member's Account. Assets with the highest long-term returns may also carry the highest level of short-term risk.

4.5. The level of risk for each Member will vary depending on their age, investment time frames, value and type of investments held outside superannuation and the Member's risk tolerance. The amount of a Member's future superannuation savings (including contributions and returns) may not be enough to provide adequately for the Member's retirement.

4.6. The Trustees may seek professional assistance in performing their management, administration and investment functions.

4.7. As control of the Fund rests with the Trustees, prospective Members should be aware that voting in Trustee meetings to make decisions regarding the administration, investment and management functions of the Fund is according to the method adopted for Trustees who are Members as set out in paragraph 5.4 below, or if the Trustee is a corporate Trustee, as discussed in paragraph 5.5 below.

4.8. Factors such as current labour standards, environmental, social or ethical matters are not taken into account in the selection, retention or realisation of investments.

5. HOW WE INVEST YOUR MONEY

5.1. Members of the Fund, or their LPR, must be either Trustees of the Fund or directors of a corporate Trustee of the Fund

5.2. Trustees make decisions regarding the administration and management of the Fund, such as formulating, regularly reviewing and giving effect to the investment strategy and payment of Benefits to Members. Decisions will be made by Trustees at meetings.

5.3. The Trustees must comply with a number of strict duties and obligations specified in the SIS Act when making investment decisions. Failure to comply with the duties and obligations can result in the Trustees being subject to penalties and loss of complying status for the Fund.

5.4. Where the Trustees are persons, at the first Trustee meeting for the Fund the Trustees will decide whether

(a) each Trustee at all meetings of Trustees will have the number of votes equivalent to the nearest dollar amount of the Member's Account balance of the Member they represent and certain amounts in Reserve, but no less than one vote each; or

(b) each Trustee at all meetings of Trustees will only be entitled to one vote each and only on a deadlock will a Trustee have the number of votes equivalent to the nearest dollar amount of the Member's Account balance of the Member they represent and certain amounts in Reserve.

If the Trustees do not make a decision between 5.4(a) and 5.4(b), 5.4(b) will apply to all meetings of Trustees.

5.5. If the Trustee is a company, the constitution of the company will determine the voting power of directors and legal advice should be sought by prospective Members regarding the company's constitution and the voting rights that will apply to Trustee's decisions as meetings.

5.6. Current investment strategies of the Fund are set out in **Annexure 1 – Investment strategies of the Fund**.

6. FEES AND COSTS

6.1. The Trustee/s and the Director/s of the Corporate Trustee cannot charge the Fund fees for their services but can be reimbursed by the Fund for expenses incurred on behalf of the Fund in the management and administration of the Fund.

6.2. Fees and commissions may be paid by the Fund to the providers of financial products to the Fund where the Fund elects to invest in those financial products.

6.3. A fee may be paid by the Fund to a financial advisor if a financial advisor is consulted.

6.4. Any current fees payable in respect of the Fund are set out in **Annexure 2 – Fees and Costs**.

7. HOW SUPER IS TAXED

7.1. You must provide your correct tax file number when you join the Fund. If you do not do so, the Fund cannot accept contributions. Non tax file number contributions income attracts an additional tax of 32% from 2016-2017 and any contributions that are accepted by the Fund must be refunded to the Member.

7.2. The Fund will attract concessional taxation treatment provided it remains a Regulated Superannuation Fund and a Complying Self-Managed Superannuation Fund.

7.3. Tax is payable by the Fund on deductible or concessional contributions to the Fund and investment earnings of the Fund.

7.4. Taxation of contributions and Benefits is complex and it is recommended that professional advice is sought from a taxation advisor is sought.

7.5. Benefits paid from a taxed source either as a lump sum or pension will be tax free when paid to Members who are 60 years of age or older.

7.6. Superannuation benefits paid from a taxed source to Members who are under 60 years of age are subject to tax as follows:

(a) the exempt component will be paid tax free and comprises: the pre-July 83 component; the CGT exempt component; the post-June 1994 invalidity component; the concessional component and the non-concessional (post-tax) contributions;

(b) the taxable component comprises the current post-June 1983 component and the non qualifying component and is subject to varying rates of tax depending on the Member's age. If the Member is below their preservation age, the tax rate will be 20% plus Medicare levy on the whole amount. For Members of preservation age to age 59, from 2017/18 income year it will be paid tax free up to the low-rate cap amount of $165,000.00 increasing to $200,000.00 and amounts above the cap will be taxed at 15 per cent plus Medicare levy;

(c) the taxable component of a Pension paid to a Member who is under 60 years of age but has reached their preservation age, is taxed as assessable income and the Member is entitled to a pension rebate or tax offset equal to 15% of the taxable component of the pension; and

(d) once the Member receiving the Pension turns 60, their pension will be tax free;

7.7. Tax offsets may be available on certain contributions made for a non working or low income Member by the Member's spouse. Tax deductions may also be available for contributions by self-employed persons or by an employer for its employees.

How the First Home Buyer Scheme amounts are taxed

7.8. Concessional contributions and earnings from those contributions will be taxed at a marginal rate less a 30 percent offset.

8. INSURANCE IN YOUR SUPER

As part of the investment strategy, the Trustees are required to consider whether they should hold a contract of insurance for one or more Members of the Fund. If the Trustees of the Fund elect to hold such a contract of insurance, the Trustees are required to give particulars set out in **Annexure 3** to the Members of the Fund.

9. HOW TO OPEN AN ACCOUNT AND ADDITIONAL INFORMATION

Becoming a Member

9.1. A person wishing to become a Member of the Fund must complete and submit an Application Form to the Trustees and must have read and agreed to be bound by the Fund's Deed and Rules.

Cooling off period

9.2. There is no cooling-off period applicable to membership in this Fund.

9.3. Members can cancel their membership at any time; however, once contributions have been made to the Fund, it must be preserved in the superannuation system until a condition of release is satisfied.

Dispute resolution

9.4. The Trustees are bound to act in accordance with the Fund Deed.

9.5. Self-managed superannuation funds are specifically excluded from the jurisdiction of the Superannuation Complaints Tribunal. Legal advice should be sought if Members are dissatisfied with the Trustees' decisions.

Annual reporting

9.6. Each financial year, the Trustees will prepare the Fund's accounts and Members' statements disclosing financial and other information required under the SIS Act and Regulations.

I, as a Member of the Fund acknowledge that I have received information regarding the Fund and its benefits from the above Trustee(s) and hereby accept the terms disclosed in this product disclosure statement for **MALI Superannuation Fund**.

x L Mason
Lindy Jane Mason

30 / 01 / 2020
Date

ANNEXURE 1 – Investment strategies of the Fund

1. Name of investment strategy:

2. Description of investment strategy:

3. Assets classes invested:

4. Investment return objective:

5. Minimum suggested time frame for holding the investment:

6. The risk level of the investment strategy:

ANNEXURE 2 – Fees & Costs

DID YOU KNOW? Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from $100 000 to $80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. TO FIND OUT MORE If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a superannuation or managed investment fee calculator to help you check out different fee options.

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the managed investment scheme as a whole.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

Type of Fees & Costs	
Fees when your money moves in or out of the Fund	**Amount**
Establishment fee	N/A
Contribution fee	N/A
Withdrawal fee	N/A
Termination fee	N/A
Management costs	**Amount**
The fees and costs for managing the Fund	$
Fees payable to financial advisors	**Amount**
Advisor service fees	$

[Note: If there are service fees, such as advisor service fees or acquired financial product fees, you may include a cross reference to the document that contains the information.]

ANNEXURE 3 – Contract of Insurance

1. If the Trustees of the Fund elect to hold a contract of insurance, the Trustees are required to provide the following information to the Members of the Fund:

   (a) describe, in the form of a summary, the main types of insurance cover that a person can acquire; and

   (b) describe, in the form of a summary, how to apply for insurance cover; and

   (c) include a statement to the effect that there are costs associated with insurance cover; and

   (d) describe, in the form of a summary, who is responsible for paying the insurance costs and how they are calculated.

2. If the Trustees of the Fund offer insurance cover by default, the Trustees are required to provide the following information to the Members of the Fund:

   (a) describe, in the form of a summary, the level and type of cover; and

   (b) state:

      (i) the actual cost of the cover in dollars, or the range of costs that would be payable depending on a person's circumstances; and

      (ii) who is responsible for paying the costs; and

   (c) state whether a person can:

      (i) decline to acquire the cover; or

      (ii) cancel the cover; and

   (d) state how a person can decline to acquire the cover or cancel the cover; and

   (e) state whether a person can change the person's insurance cover; and

   (f) state how a person can change the person's insurance cover; and

   (g) state, in the form of a warning, that, unless a person declines to acquire the default insurance cover or cancels it, the cost of the cover will be deducted from the person's account or from the person's contributions (as applicable); and

   (h) include information about eligibility for, and the cancellation of, the insurance cover; and

   (i) include information about any conditions and exclusions that are applicable to the insurance cover.

3. If the Trustees of the Fund do not offer insurance cover by default, but offers insurance cover as an option, the Trustees are required to provide the following information to the Members of the Fund:

   (a) the level and type of insurance cover available;

   (b) the actual cost of the cover in dollars, or the range of costs that would be payable depending on a person's circumstances;

   (c) eligibility for, and the cancellation of, the insurance cover;

   (d) any conditions and exclusions that are applicable to the insurance cover;

   (e) any other significant matter in relation to insurance cover, for example:

      (i) Information about how a person can apply for the insurance cover.

      (ii) Information about how a person can subsequently change or cancel the insurance cover.

4. The Trustee of the Fund:

   (a) may provide information in paragraph 2(h) and (i) and paragraph 3 above; and

(b) may provide additional information about insurance cover;

by applying, adopting or incorporating a matter in writing.

5. If information about:

(a) eligibility for, or the cancellation of, the insurance cover; or

(b) any conditions and exclusions that are applicable to the insurance cover;

is provided for in accordance with paragraph 4, the Trustees must include a warning to the effect that the matter may affect a person's entitlement to insurance cover and that the information should be read before deciding whether the insurance is appropriate.

6. If information about:

(a) the level and type of optional insurance cover available; or

(b) the actual cost of the optional insurance cover in dollars, or the range of costs that would be payable depending on a person's circumstances; or

(c) any other significant matter in relation to insurance cover;

is provided for in accordance with paragraph 4, the Trustees must include a warning to the effect that the information should be read before deciding whether the insurance is appropriate.

{This page is intentionally left blank}