

# ACTIVE SUPER DEFINED BENEFIT SCHEME

# **Member guide**

This guide was prepared on 1 August 2025

This Member guide is a summary of significant information about the Active Super Defined Benefit Scheme – and should be considered as a guide only. It contains a number of references to other important information (each of which forms part of the Member guide). You should consider all of this information before making a decision about Active Super Defined Benefit Scheme. To obtain copies of this Member guide and/or the other information referred to in it, please call Member Care on **1300 547 873**.

The information provided in this Member guide is general information only and does not take account of your personal financial situation or needs. You should consider whether this information is appropriate to your personal circumstances before acting on it and, if necessary, you should also seek professional financial advice tailored to your personal circumstances. Where tax information is included you should consider obtaining personal taxation advice.

This Member guide is up to date at the time it was prepared. Information in this Member guide is subject to change from time to time. If a change is made to information in the Member guide that is not materially adverse information, we may update the information by notice at **activesuper.com.au** and/or inclusion in the next newsletter. You can also call Member Care on **1300 547 873**. A digital copy of the Member guide is available at **activesuper.com.au/pds**. A paper copy of updated information will be given to you without charge on request.

Vision Super Pty Ltd ABN 50 082 924 561, AFSL 225054, RSE Licence L0000239 ('the Trustee' or 'we' or 'us') is the Trustee of the Local Authorities Superannuation Fund ('Vision Super' or 'the Fund') ABN 24 496 637 884, of which Active Super Retirement Scheme is a part. The final authority on any issue relating to the Fund is the Trust Deed governing the Fund, the relevant provisions of the Commonwealth legislation and the relevant insurance policy (if applicable).

# HOW TO USE THIS MEMBER GUIDE

This Member guide provides you with important details about the Active Super Defined Benefit Scheme.

## **INTERPRETATION**

In this Member guide:

- the Local Authorities Superannuation Fund is referred to as 'the Fund' or 'Vision Super'
- the Active Super Defined Benefit Scheme is referred to as 'the Scheme'
- the Trustee, Vision Super Pty Ltd, is referred to as 'the Trustee', 'we' and 'us'
- members are referred to as 'you' and 'your'
- all monetary amounts referred to in this document are in Australian dollars, unless otherwise specified.



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# **IMPORTANT INFORMATION**

Active Super Defined Benefit Scheme is a product within the Local Authorities Superannuation Fund (also known as 'Vision Super' or 'the Fund'). Vision Super Pty Ltd is the Trustee for this product. Vision Super is an industry super fund, that has been supporting workers with super since 1947.

The Fund's focus is improving your returns and keeping administration fees and costs low to help you grow your retirement benefits. This Member guide provides a summary of significant information about the Active Super Defined Benefit Scheme.

## **REASONABLE COST**

We operate on a profit-to-members basis. It does not have any entry fees and believes that the total fees charged are competitive in the superannuation industry.

## DISCLAIMER

Neither Vision Super nor any of its service providers, or any of their associated companies, guarantee the performance of the Active Super Defined Benefit Scheme or any of its investments, the repayment of capital, or any particular rate of return.

# ABOUT ACTIVE SUPER DEFINED BENEFIT SCHEME

Active Super Defined Benefit Scheme is part of Vision Super, which is a profit for members superannuation fund with a proud heritage of delivering quality services to its members. We understand that your investment with us reflects the trust you place in our capabilities and reputation. We place members' financial interests first.

As a profit for members fund, we try to keep member fees and costs as low as possible without compromising our investment performance and service.

## **ABOUT THE TRUSTEE**

Vision Super Pty Ltd ABN 50 082 924 561, AFSL 225054, RSE Licence L0000239 ('the Trustee' or 'we' or 'us') is the Trustee of the Local Authorities Superannuation Fund ('Vision Super' or 'the Fund') ABN 24 496 637 884. Whilst the size of the Fund is not a guarantee of security or performance, it gives the Trustee costeffective access to professional advice and services. The Trustee is a company solely engaged in the management and control of Vision Super and its assets for the benefit of members.

The Trustee is responsible for managing the Fund, including the safe keeping of assets and ensuring the Fund operates in accordance with the Trust Deed and superannuation law. The Trustee is an APRA Registrable Superannuation Entity Licensee and is also the holder of an Australian Financial Services Licence (licence no. 225054).

The Trustee engages external experts such as investment advisers, investment managers, custodians, accountants, solicitors and auditors to assist with its obligations.

The Trustee is located at: Level 14 321 Exhibition Street Melbourne VIC 3000

Contact details: Phone: 1300 547 873 Web: activesuper.com.au

## **ABOUT THE SERVICE PROVIDERS**

Vision Super is internally administered. The Trustee manages the day-to-day operations of the Fund.

The custodian for the Fund is JPMorgan Chase Bank NA (Sydney branch).

## THE DEFINED BENEFIT SCHEME

The Defined Benefit Scheme is for certain employees of participating employers within the local government sector in NSW.

Your employer contributes on your behalf. Your benefit on retirement is directly related to your unit entitlement, as dictated by your superable salary on retirement.

The Defined Benefit Scheme also provides benefits in the event of your death, invalidity and on leaving employment with a participating employer.

If you are no longer employed by a participating employer, in certain circumstances you may retain your benefits as a deferred member (see page 15 for more information).

## **WHO CAN JOIN**

The Defined Benefit Scheme is closed to new members, except for members taking up employment with a participating local government employer and who transfer from the State Superannuation Scheme (SSS). Please refer to page 19 for more information about continuity of membership.

## ESTABLISHING AND MAINTAINING Your Account

To establish and maintain your membership in the Fund, the Trustee requests that you provide certain information to the Fund and its service providers when you join and when you provide instructions in relation to your account.

If you choose not to give us your personal information or provide us with incomplete or inaccurate personal information, we may not be able to provide you with all your entitlements and benefits, and may not be able to process your instructions or pay your benefit.

# YOUR ACCOUNT

Your Defined Benefit Scheme account consists of the following components:

## PERSONAL ACCOUNT

Your Personal Account is used for the purpose of receiving defined contributions made by you to meet your defined benefit obligations. The level at which you would contribute is based largely on your unit entitlement, which in turn is determined by your salary.

Depending on how you exit the Defined Benefit Scheme, your Personal Account may be payable as a lump sum or as part of your pension.

## **EMPLOYER FINANCED BENEFIT**

This is the employer funded portion of your benefit and is based on your unit holding and reason for withdrawal from the Defined Benefit Scheme.

Depending on how you exit the Defined Benefit Scheme, your Employer Financed Benefit may be payable as a lump sum or as part of your pension.

## **BASIC BENEFIT**

The Basic Benefit is made up of two components:

- A Defined Basic Benefit, which is a noncontributory fully employer funded benefit and is generally equal to 3% of either your average salary or final salary (depending on the reason for withdrawal) for each year of service since 1 April 1988.
- An Other Contributions account, which is the accumulation component of your Basic Benefit. This account can be used for the purpose of receiving additional personal and employer contributions and amounts rolled over from other superannuation funds. It is also able to accept Government Co-contributions.

You cannot generally leave the Defined Benefit Scheme while you remain an eligible employee unless you attain age 65, when you can leave the Defined Benefit Scheme regardless of your employment status. In some circumstances, such as severe financial hardship and compassionate grounds, you may be able to withdraw some funds while still a member.

You cannot remain a contributory member of the Defined Benefit Scheme once you reach age 70.

# MEMBER CONTRIBUTIONS AND RELATED MATTERS

The amount you contribute to the Defined Benefit Scheme depends largely on the number of units you are entitled to and have elected to contribute for.

Generally, you are entitled to one unit per \$260 of yearly superable salary.

The contribution rates are age-based. In other words, the rate you pay per unit increases according to the age at which you start paying for the unit. The exception to this is when units are taken up within five years of reaching maturity age (generally age 60). Due to the high rates that would otherwise apply at this time, contributions are paid by 'Instalments' over a five-year period. For example, units taken up at age 57 will not be fully paid for until you are 62.

One result of this is that if you retire after reaching maturity age you will have outstanding contributions payable. These must be paid or offset against your benefits before your benefits can be paid (see *Debts to the Defined Benefit Scheme* on page 18).

Contributions are payable every four weeks. There are 13 'Contribution Periods' in a calendar year. Once per year, your employer provides us with updated salary information and your unit entitlement is reviewed.

## SALARY FOR CONTRIBUTION PURPOSES

Each year, Defined Benefit Scheme employers report your Superable Salary as at your Annual Review Day (ARD). Members born between 1 July and 31 December have an ARD of 9 February, and members born between 1 January and 30 June have an ARD of 28 July.

For all members (other than contracted employees) Superable Salary means the sum of:

- the monetary remuneration payable to you as reported by your employer (excluding any allowances or leave payments), plus
- any allowances (including shift allowances) paid in the 12 months immediately preceding the ARD, which are included in the definition of Ordinary Time Earnings for Superannuation Guarantee purposes, plus
- weekly workers' compensation paid to you which is included in the Ordinary Time Earnings definition, plus
- the value of any private use of a motor vehicle provided by your employer, plus
- the value of any child care provided by your employer, plus
- the amount of any voluntary employer (salary sacrifice) superannuation contributions, plus
- the value of any other salary sacrifice arrangements and any associated fringe benefits tax payable on other arrangements.

For contracted employees, Superable Salary means:

- your total salary package, less
- the annual cost of the employer contributions.

Any changes to be made based on information received on your ARD will come into effect on your Annual Adjustment Day (AAD). For members with an ARD of 9 February, the AAD is 5 May. Members with an ARD of 28 July have an AAD of 21 October.

Prior to your AAD, you are advised of any changes in your unit entitlements. These changes are based on the Superable Salary reported by your employer as compared to the previous year.

You are required to contribute for any additional unit entitlement if the total contributions payable remain below 6% of Superable Salary. If the total contributions payable are higher than 6% of Superable Salary, you can elect to abandon all or some of the new units (i.e. those which take your total contributions to above 6% of Superable Salary). If no election to abandon units is made, contributions are required to be made for all units.

If you have previously abandoned units, you may also elect to start contributing for those units.

The contributions payable effective from each AAD are notified to your employer and deducted from your salary. Normally, any increase in contributions should start from the first pay day on or after the relevant AAD.

Personal contributions can be made from pre-tax salary (i.e. by salary sacrifice) or after-tax salary, by arrangement with your employer.

Generally, contributions for a particular unit are payable from the time that contributions commence for that unit until you exit the Defined Benefit Scheme and become entitled to payment of a benefit. If you plan to take leave without pay please note that contributions continue to be payable. However, arrangements can be made to defer payment until you return to work. For more information please contact Member Care on 1300 547 873.

## UNITS

Most benefits are based on the number of units you are entitled to. Your unit entitlement is based on your Superable Salary, so the higher the Superable Salary, the higher the unit entitlement.

Each unit represents a nominal pension entitlement of \$5.50 per fortnight at retirement age (generally 60 but 55 in the case of some female members). This nominal pension entitlement can, however, be reduced by a number of circumstances. These are explained in the *Benefits* section, from page 11.

## **ABANDONED UNITS**

Abandoned units are units for which you have elected not to contribute. These have a notional pension value at retirement age of \$3.30 per fortnight pension (as compared to the notional pension value of \$5.50 per fortnight pension for units for which contributions are being paid).

Although abandoned units may be taken up again at any AAD, the full notional pension value may not apply where an early retirement pension, invalidity pension, or 'death in service' spouse pension, becomes payable within two and a half years of the abandoned units being taken up. You should note when considering whether or not to abandon any units that future benefits could potentially be reduced.

## **RESERVE UNITS**

If you hold Reserve units you may substitute these for normal units which you become entitled to. You must have held the Reserve units for ten years or one year if aged 50 years or more, to substitute these units for normal units.

If you exit without having used your Reserve units you are entitled to a refund of any contributions paid for these units, plus interest.

The Reserve Unit system was set up to allow members to contribute in advance for units, in anticipation of substituting them for units that they became entitled to later.

Members can only contribute for the number of units for which they are entitled. To be eligible to elect to contribute for reserve units a member must have been contributing for their maximum unit entitlement. The maximum number of reserve units that can be taken during the whole period of Scheme membership is eight.

Reserve units can be appropriated, that is substituted for units that a member becomes entitled to. A member must, however, have held the reserve units for ten years (or 1 year if aged 50 or more) before they can be appropriated.

Once appropriated, contributions paid towards reserve units are transferred into the normal contribution account. Contributions towards these appropriated units continue at the original reserve unit rate.

If a member exits without having appropriated their reserve units then they are entitled to a refund of reserve unit contributions plus interest.

## SALARY REDUCTIONS

Generally, a reduction in Superable Salary results in a reduction in unit entitlement. In this situation you have the following two options:

Continue to pay contributions on the excess units. These units will not attract any entitlements in the event of your termination of employment. However, some or all of the excess units may be used to contribute for subsequent salary increases.

Reduce your contribution rate by ceasing to contribute for the excess units. In this case, contributions already paid for the excess units will be refunded. A refund of contributions will also be paid on any excess units for which contributions are being made on termination of employment.

The exceptions to this general situation are as follows:

- the reduction in Superable Salary is due to ill-health, or
- the reduction in Superable Salary is 20% or more.

#### Reductions due to ill health

In this situation, you can apply to the Trustee to retain your pre-reduction Superable Salary for benefit purposes. The effect of this is that there is no reduction in unit entitlement, and the value of your entitlements continues to be based on that unit entitlement. It also means, however, that contributions continue to be based on the higher unit entitlement. The retained unit entitlement continues to apply until additional units become available due to increases in your actual Superable Salary.

The Trustee may approve the retention of a member's pre-reduction Superable Salary in exceptional circumstances. If you want to apply for retention of unit entitlement you should do so through your employer, as your employer must verify the reduction and the reasons for it.

#### **Reductions of 20% or more**

If your full-time Superable Salary (or equivalent full-time salary if employed on a part-time basis) reduces by 20% or more and the reduction is verified by your employer, you have the option to crystallise your entitlements based on your prereduction Superable Salary. This is provided that you notify the Trustee no later than two months following the salary reduction. Your entitlement would then remain in the Defined Benefit Scheme as a deferred benefit and you can elect to either:

- if eligible, join the Active Super Retirement Scheme as a new member (with the lower Superable Salary applied), or
- if eligible, have future superannuation contributions paid by your employer into the Active Super Saver product (where your benefit will be an accumulation-style benefit). You should consider the Active Super Saver Product Disclosure Statement (and Target Market Determination) before making any decision about this product.

Note: your employer must be a participating employer in the Active Super Retirement Scheme or Active Super Saver product.

#### Part-time employment

If you are employed on a part-time basis, your unit entitlement is reduced to reflect the reduced period of service. For example, if by working part-time your potential fulltime service reduces by 20% then your total unit entitlement will also reduce by 20%.

Contributions payable by you would be based on the reduced unit entitlement. Generally, the reduction in total contributions paid would be in the same proportion as the unit entitlement reduction, although this might not apply if you are approaching age 55.

If working part-time you will also accrue reduced Basic Benefit entitlements. For example, if you are working three days per week you will accrue entitlements at 60% of the full-time rate.

If you are considering moving to part-time employment you should contact Member Care on 1300 547 873.

#### **LEAVE WITHOUT PAY**

There are two types of leave without pay:

- 1. Prescribed (or authorised)
- 2. Non-prescribed.

A member who takes any form of leave without pay is required to continue to pay their member contributions during their period of leave.

#### **Prescribed (or Authorised) leave**

The most common types of Prescribed leave are maternity leave and sick leave. Secondment to a non-Local Government employer may also be treated as Prescribed leave. Employers may also declare leave for certain other purpose (e.g. for full-time study) as Prescribed leave.

Prescribed leave counts as service in the Defined Benefit Scheme, and member contributions continue to be payable as if you were not on leave. You can, however, apply to defer the payment of those contributions until you return to work. In cases of Prescribed leave, the employer will continue to pay employer contributions.

#### **Non-prescribed leave**

This is any period of leave without pay that is not Prescribed or Authorised leave.

Any period of more than five days of Nonprescribed leave does not count as service for the Basic Benefit and no entitlements will accrue in respect of that period. If the period of Non-prescribed leave exceeds three months, you have the option of either:

- having the period of leave count as service, in which case you continue to pay your member contributions at the same rate as if you were not on leave. Additionally, your employer may also ask you to pay the cost of providing employer-financed benefits for that period, or
- having the period of Non-prescribed leave exceeding three months not count as service. In this case you will continue to pay your member contributions at the same rate as if you were not on leave. However, you will not be required to pay your employer the cost of providing Employer Financed Benefits for that period. Your unit entitlement will be permanently reduced to offset the non-payment of the Employer Financed Benefits for the period of the leave without pay.

If you are considering taking Nonprescribed leave you should contact Member Care on 1300 547 873 before the leave commences.

#### **ROLLOVERS AND TRANSFERS-IN**

The Scheme accepts transfers of benefits from other superannuation funds, including superannuation split amounts resulting from a Family Law settlement or order and superannuation lump sum (SLS) payments. These are deposited into your Other Contributions account.

## **GOVERNMENT CO-CONTRIBUTIONS**

The Commonwealth Government makes contributions to the superannuation account of an eligible income earner. The amount that the government will contribute will depend on the post-tax amount contributed and the salary of the eligible income earner. Conditions apply.

## **CONCESSIONAL CONTRIBUTIONS**

Concessional contributions are generally contributions paid by your employer to meet certain obligations such as the Superannuation Guarantee, or under an Award. However, any pre-tax (salary sacrifice) contributions you make (which, if you elect to make them in this way, will include the member contributions referred to on previous pages) are also considered to be concessional contributions.

Caps apply to contributions made to your superannuation for each financial year. Any concessional contributions made over the cap are subject to extra tax. For more information please refer to the ATO website.

### **SPOUSE CONTRIBUTIONS**

The Defined Benefit Scheme does not accept spouse contributions. However, as a member you can make contributions (including eligible spouse contributions) to an Active Super Saver account at any time. For more information please refer to the Active Super Saver PDS, in particular, the additional guide *How super works* at activesuper.com.au/pds



# **BENEFITS**

The Defined Benefit Scheme will provide you with benefits in the following circumstances:

- Retirement
- Retrenchment
- Early retirement
- Resignation, discharge or
- InvalidityDeath
- discharge dismissal

In certain circumstances, you can defer your benefit in the Defined Benefit Scheme.

## HOW ARE BENEFITS CALCULATED?

The amount payable will depend on the reason you exit the Defined Benefit Scheme.

The payment of all benefits in cash is subject to preservation rules under Commonwealth legislation. This means that a proportion of some benefits cannot be paid unless certain conditions are met. Details of those rules can be found in the *Preservation* section on page 26.

All Employer Financed Benefits (other than lump sum death benefits) are reduced because of the tax imposed on employer contributions since 1 July 1988. This reduction is calculated as follows:

Employer Financed Benefit otherwise payable x 15% x Service since 1 July 1988

#### **Total service**

All Employer Financed Benefits accrued from 1 July 1992 must meet the requirements of the Commonwealth's Superannuation Guarantee legislation. This means that the value of those benefits must be at least equal to the amount you would have accrued had your employer paid Superannuation Guarantee contributions into an accumulation-style super account. In the majority of cases, the benefits normally payable from the Defined Benefit Scheme would meet those requirements. However, when they do not (and this is most likely to occur where a lump sum withdrawal benefit is taken), a shortfall is added to the Basic Benefit to satisfy legislation.

## RETIREMENT

Your retirement age is shown on your annual member statement. For most members the retirement age is 60, but some women have a retirement age of 55 if they originally elected to make contributions on that basis when joining the Defined Benefit Scheme.

Generally, the benefit payable after reaching retirement age comprises:

- a pension based on your unit entitlement which, in turn, is based on your Superable Salary at retirement date, plus
- the Basic Benefit.

You can take up any units previously abandoned, plus any additional units that have become available since your last AAD. Contributions will be payable in respect of these units and arrangements need to be made to pay these before a benefit can be paid (see *Debts to the Defined Benefit Scheme* on page 18).

Retirement pensions are fully or partly commutable (please refer to *Commutations* on page 17).

You can take payment of your lump sum withdrawal benefit in lieu of your retirement pension benefit. In some cases the value of the lump sum withdrawal benefit will be higher than the commutation value of the pension otherwise payable. This might be an attractive option to you if you were intending to fully commute your pension.

However, when a lump sum withdrawal benefit is paid, no further benefits are payable from the Defined Benefit Scheme to your beneficiaries. In particular, there would be no spouse benefit or children's pensions payable in the event of your death. You should seek professional financial advice if you are considering this option. Contact Member Care on 1300 547 873 to make an appointment.

## EARLY RETIREMENT

If you have a maturity (or retirement) age of 60 and you retire between ages 55 and 59, you are entitled to:

- a retirement pension which is discounted according to your age at retirement, plus
- the Basic Benefit.

There are two ways in which the pension payable may be calculated and the higher of the two will be used. Essentially both calculations are based on the pension payable at maturity (or at your retirement age), discounted according to the period remaining to retirement age.

Early retirement pensions are fully, or partly, commutable (please refer to *Commutations* on page 17).

You can take payment of your lump sum withdrawal benefit in lieu of your early retirement pension benefit. In some cases the value of the lump sum withdrawal benefit will be higher than the commutation value of the pension otherwise payable. This might be an attractive option to you if you were intending to fully commute your pension.

However, when a lump sum withdrawal benefit is paid, no further benefits are payable from the Defined Benefit Scheme to your beneficiaries. In particular, there would be no spouse benefit or children's pensions payable in the event of your death. You should seek professional financial advice if you are considering this option. Contact Member Care on 1300 547 873 to make an appointment.

### **INVALIDITY**

An invalidity benefit is payable to you if your employment terminates due to invalidity before you reach your retirement age, provided that the Trustee is satisfied that you are permanently unable to perform the duties you performed before suffering the invalidity.

The benefit comprises:

- a pension based on the retirement pension that would have been payable had you retired at maturity age, plus
- the Basic Benefit.

The pension payable has a notional value of \$5.50 per fortnight for each unit which you were contributing for at retirement (less any previously abandoned units taken up within the two and a half years prior to retirement) and for any additional units that have become available since your last AAD. Each abandoned unit has a notional pension value of \$3.30 per fortnight.

Invalidity pensions are fully or partly commutable upon reaching age 55 (please refer to *Commutations* on page 17).

You can take payment of your lump sum withdrawal benefit in lieu of your pension benefit. In some cases, the value of the lump sum withdrawal benefit will be higher than the commutation value of the pension otherwise payable. This might be an attractive option to you if you were intending to fully commute your pension.

However, when a lump sum withdrawal benefit is paid, no further benefits are payable from the Defined Benefit Scheme to your beneficiaries. In particular, there would be no spouse benefit or children's pensions payable in the event of your death. You should seek professional financial advice if you are considering this option. Contact Member Care on 1300 547 873 to make an appointment.

### DEATH

The death benefit payable from the Defined Benefit Scheme depends on your circumstances at the time of your death.

Pension benefits are payable to an eligible spouse of a deceased member or pensioner (subject to the qualifications below). A spouse may include a de facto spouse (of the same or opposite sex). If the spouse is a de facto spouse, we require evidence that the claimant was in a de facto relationship with the deceased at the time of death.

If you were to die in service, the only qualification is that the claimant was your spouse at the time of your death.

On the death of a pensioner, an eligible spouse is a person who:

- (a) in the case of an invalidity pensioner, became the pensioner's spouse:
  - before the invalidity pension started being paid, or
  - at least three years before the pensioner's death and before the pensioner reached maturity (or retirement) age, and
- (b) in any other case, became the pensioner's spouse before the pensioner became entitled to a pension, and
- (c) in all cases, remained the pensioner's spouse at all times up until the pensioner's death.

The benefit payable is the Basic Benefit plus:

- in the case of a member who dies in service, a spouse pension equal to two thirds of the pension that would have been payable if the member had been retired on the grounds of invalidity at that time, or
- in the case of the death of a pensioner, a spouse pension equal to two thirds of the pension entitlement of the pensioner at the date of death.

Please note that:

- a pensioner is taken to include a former member who has fully commuted his or her pension,
- the pension entitlement is taken to be the full CPI indexed value of the original pension entitlement, irrespective of any amounts commuted, and

No spouse benefit is payable when a former member elected to take a cash withdrawal benefit in lieu of a pension benefit.

Spouse pensions have commutation options (please refer to *Commutations* on page 17).

Pensions may also be payable in respect of the dependant children of a deceased member or pensioner (which includes fulltime students up to the age of 25).

If there are no spouse or children's pensions payable on the death of a member in service, the resignation (cash withdrawal) benefit is payable to your legal personal representative.

## RETRENCHMENT

The benefit options available if you are retrenched before reaching age 55 include the following:

- Lump sum (please note that you forfeit rights to spouse reversionary benefits on death), or
- Pension, or
- Deferred pension (or commuted lump sum) payable from age 55, and
- Basic Benefit.

The lump sum benefit is the higher of an amount calculated based on your unit entitlement at exit, or the lump sum withdrawal (i.e., resignation) benefit that would otherwise be payable.

The pension benefit is calculated by the Fund's actuary on an individual basis.

In all cases, a proportion of the benefit may be subject to compulsory preservation (please refer to *Preservation* on page 26). This may be an important factor in deciding which option is best for you. You should obtain full details of the options available to you and seek professional financial advice before making a decision. Contact Member Care on 1300 547 873 to make an appointment.

If you are retrenched or accept a voluntary redundancy offer after reaching age 55, but prior to your retirement age, you are entitled to an early retirement benefit. Please refer to *Early Retirement* on page 12.

# RESIGNATION, DISCHARGE OR DISMISSAL

On termination of employment before retirement age where no other benefit is payable, you can:

- take a lump sum withdrawal benefit subject to preservation rules, or
- leave your entitlements in the Defined Benefit Scheme as a Deferred Benefit.

The lump sum withdrawal benefit comprises the following:

- the accumulation of your defined benefit contributions together with investment earnings, which together constitute your Personal Account (which excludes your Other Contributions account)
- an Employer Financed Benefit calculated as 2.5% of your Personal Account for each year of service (less the tax reduction)
- the Basic Benefit (which includes your Other Contributions account).

The value of the lump sum withdrawal benefit is capped, i.e. its value (excluding the Basic Benefit) cannot exceed the capital value of the pension that would be payable had you been age 55 at exit. For members who have attained age 55, the capitalised value of the pension that would be payable had they elected to retire at their current age.

Please note that in choosing this option, you could forego a proportion of the Employer Financed Benefit accrued during your membership of the Defined Benefit Scheme

## THE DEFERRED BENEFIT OPTION

The Deferred Benefit available on retrenchment, resignation, dismissal, or discharge comprises the following:

- a pension payable from your retirement age or a reduced pension payable from age 55 if your retirement age is 60, based on your unit entitlement at exit, plus
- the Basic Benefit.

The pension is maintained as two components: an employer-financed component and a member-financed component. The employer-financed component is indexed in line with the Consumer Price Index (All Groups, Sydney) whilst it is deferred. The member-financed component is not indexed.

The Deferred Benefit will be paid:

- on reaching maturity (or retirement) age (subject to the preservation rules under Commonwealth legislation)
- on reaching age 55, at a reduced rate for members with a maturity (retirement) age of 60 (subject again to the preservation rules under Commonwealth legislation)
- · on total and permanent disability, or
- on death.

If you take the deferred benefit option you may (instead of taking a pension) take the current value (with interest) of the lump sum resignation or retrenchment benefit amount at any time prior to reaching retirement age-subject again to the preservation rules.

Again, you should be aware that if you choose to take the current value as a lump sum instead of a pension you may forego a relatively high proportion of the Employer Financed Benefit accrued during your membership of the Defined Benefit Scheme.

### THE BASIC BENEFIT

As described on page 4, the Basic Benefit consists of a defined component and the Other Contributions account.

The Basic Benefit is payable as a lump sum following exit from employment, provided you have met a condition of release, such as having reached your preservation age (which ranges from 55 to 60, depending on your date of birth). This is explained in more detail in *Preservation* on page 26.

A Basic Benefit that is not immediately payable as cash on cessation of employment is required to be preserved until a condition of release is met. This would include reaching your preservation age, but may be paid earlier on death, total and permanent incapacity (subject to conditions), or in certain other limited circumstances.

The defined component of the Basic Benefit is based on final salary in the event of death, retrenchment, or permanent invalidity (partial or total) prior to age 55, otherwise it is based on final average salary.

Generally, a period of non-prescribed leave without pay in excess of five days will not count as service for Basic Benefit accrual purposes.

## THE MINIMUM BENEFIT

The Minimum Benefit that is payable from the Defined Benefit Scheme, irrespective of the type of benefit payable, is an amount calculated as the lump sum withdrawal benefit that would otherwise be payable from the Defined Benefit Scheme at the time of terminating employment.

In some cases, such as members taking a resignation or lump sum retrenchment benefit, the Minimum Benefit is payable immediately (subject to the preservation rules). In other cases, the total benefit paid might be less than this Minimum Benefit. Where this occurs, the benefit will be increased to the value of the Minimum Benefit and that increase is paid from the Defined Benefit Scheme. For example, this could be due to the death of a current member, or pensioner. In this case, the Minimum Benefit would be paid to the spouse or pensioner's estate.

The total benefits paid might include:

- pension payments to you, your spouse and any eligible children, plus
- lump sum payments, including the Basic Benefit and any commutation of pension.

## PENSIONS

Members and spouse (i.e., reversionary) pensions are payable for life. They are adjusted annually in line with increases in the Consumer Price Index (All Groups, Sydney). All pensions, other than children's pensions, have commutation options.

Pensions payable to members over age 55, or invalidity pensions payable to members under age 55 who are totally and permanently incapacitated attract a tax rebate equal to 15% of the total pension payment (less that part paid for by your own contributions since July 1983—the undeducted purchase price). Pensions paid to other members (e.g. retrenchment pensions) attract that rebate when the member reaches age 55.

Children's pensions are also indexed and are payable until age 18, or in the case of full-time students attending an approved institution, to age 25.

No tax is payable on pensions paid to members aged 60 or over.

### **COMPLYING PENSIONS**

Defined Benefit Scheme pensions are not considered to be complying pensions. However, you can elect to take a complying pension from the Defined Benefit Scheme by permanently giving up certain commutation rights (except if you're receiving an invalidity pension). For more information, please call Member Care on 1300 547 873.

## **COMMUTATIONS**

A commutation is the exchange of lifetime fortnightly pension payments for a single lump sum. The rate of exchange is known as the commutation factor. This factor depends on the age at which commutation occurs, decreasing from \$285 per \$1 per fortnight pension at age 55 to \$250 per \$1 per fortnight pension at age 60. The factor decreases further if a pension is paid after reaching age 60 or if a member retires after reaching age 65.

All or part of a pension may be commuted and the commutation does not in any way affect the spouse pension that would otherwise be payable in the event of your death.

The election options available are as follows:

 (a) If you are a pensioner under age 55

 (e.g. in receipt of either an invalidity, retrenchment, or spouse pension) you have two opportunities to commute all, or part of your pension.

The first is on reaching age 55 and you may specify an effective date of the commutation between your 55th birthday and 13 months after that birthday. Elections can be lodged during the 12 month period commencing six months before your 55th birthday.

The second is on reaching age 60, but only if no part of the pension was previously commuted. Elections can be lodged during the 12 months, commencing six months before your 60th birthday and may specify a date of effect between that birthday and 13 months later. (b) If you are a member retiring prior to reaching age 60, you also have two opportunities to commute all, or part, of your pension.

The first is on retirement and the second is on reaching age 60 but, again, only if no part of the pension was previously commuted. Elections to take up the first option can be made any time between the age of 54 years and six months, and six months after retirement, and take effect up to 13 months after retirement. Elections cease to have effect, however, if you do not retire within 12 months after reaching age 55 (if the election is made before age 55) or within 12 months after making the election (if the election is made after reaching age 55).

(c) If you retire after reaching age 60, you have one opportunity only to commute all, or part of, your pension. The election may be lodged up to 12 months before retirement and may take effect up to 13 months after retirement.

### **SPECIAL AGE PROVISIONS**

#### Members aged 65 or over

At any time after reaching age 65, even if you have not ceased employment, you have the option of terminating your active membership of the Defined Benefit Scheme and can be paid all or some of your total benefit (any balance can be left in the Defined Benefit Scheme as a Deferred Benefit). Your employer would then be required to make Superannuation Guarantee contributions to an accumulation account, such as your Other Contributions account an Active Super Saver account (if applicable to you).

#### Members reaching age 70 or over

Under the Trust Deed you are not entitled to be a contributory member on reaching age 70. If you remain employed on or after age 70, your benefit (calculated as a retirement benefit) will be paid and, thereafter, your employer would then be required to make Superannuation Guarantee contributions to an accumulation account, such as your Other Contributions account or an Active Super Saver account (if applicable to you).

## DEBTS TO THE DEFINED BENEFIT SCHEME

Many members may still owe some contributions when they cease employment due to retirement, invalidity or death in service. In the case of retirement, this debt could be due to one, or more, of the following:

- outstanding balance on instalment rate units
- cost of any new units picked up at retirement
- cost of any previously abandoned units
- any surcharge debt (please refer to *Taxation* on page 27).

In the case of an invalidity, or death in service, the debt could be due to one or more of the following:

- The member being able to contribute for new units offered upon medical retirement.
- The member may have arrears of contributions arising from a period of sick leave without pay prior to their actual retirement.
- The outstanding balance on instalment rate units.
- Any surcharge debt (please refer to *Taxation* on page 27).

The member may choose from the following options as payment towards their outstanding contributions:

- a lump sum payment from the member
- payment from their Basic Benefit entitlement (where they are entitled to receive it)
- a reserve unit refund
- part of the commuted lump sum amount applied against the debt
- arrears of pension
- payment by instalments in certain circumstances (i.e. hardship)
- a combination of the above.

**Note**: In the case of an invalidity pension or death in service for any new units accepted, only one contribution period's payment needs to be made. Previously abandoned units may not be regained.

## MEMBERS TRANSFERRING BETWEEN EMPLOYERS

Upon ceasing employment with an employer participating in the Defined Benefit scheme, members may request continuity of contributory membership when they have commenced employment with another employer participating in the Defined Benefit scheme (or re-commenced with the same employer) and the following has occurred:

- The new period of employment has commenced no later than three whole calendar months following the month in which the original employment ceased.
- The member has not applied for or been paid a benefit, or any part of a benefit, following the employment termination.
- The Trustee has granted approval of continuity.

Continuity of membership may also occur where an employee has moved to or from a participating State Superannuation Scheme (SSS) employer, subject to the same conditions specified above. If a former Active Super member is seeking continuity via SSS, the approval of the SAS trustee (SAS Trustee Corporation) is required.

## **BINDING NOMINATION**

Under certain circumstances, you may make a binding nomination in favour of one or more dependants and/or legal personal representative(s).

You cannot make a binding nomination in respect of pension benefits (On death, your pension will be paid automatically to your spouse and/or children, if any).

You may make a binding nomination in the following circumstances:

- Deferral of a benefit as a lump sum benefit at or after attaining age 65.
- For lump sum benefits payable on termination of employment.
- In respect of the lump sum Basic Benefit.

If you make a valid binding death benefit nomination in favour of your dependant(s), the Fund must distribute the benefit in accordance with your nomination provided it is valid at the time of your death and at the time of payment.

We also offer preferred beneficiary nominations, also called a 'non-binding nomination', which is an informal way of letting us know who you'd like your death benefit to be paid to, and it doesn't expire.

If you die with a preferred beneficiary nomination, we will take into consideration your wishes, your family structure, your personal relationships, your Will, and any other details needed to understand your personal circumstances. We'll use this information to determine if you have any financial dependents, nonfinancial dependents, or interdependent relationships.

# FEES AND OTHER 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 other costs of 2% of your 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 provision of better member services, justify higher fees and other costs. You or your employer, as applicable, may be able to negotiate to pay lower fees<sup>1</sup>. Ask your fund or your financial adviser.

# **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 Investment Commission** (ASIC) Moneysmart website (moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

This section shows the fees and costs you may be charged in the Active Super Defined Benefit Scheme. These fees and other costs may be deducted from your money, from the returns on your investment or from the assets of the superannuation entity as a whole.

Other fees, such as activity fees, advice fees for personal advice, may also be charged, but these will depend on the nature of the activity, or advice chosen by you. Entry and exit fees cannot be charged.

Taxes are set out in another part of this document.

You should read all the information about fees and other costs because it is important to understand their impact on your investment. Additional information on the fees and costs including fee definitions can be found over the following pages.

The Fees and costs summary below shows fees and costs that you may be charged on your Personal Account, Deferred Account, or Other Contributions Account in the Defined Benefit Scheme. Contributory members are not charged any fees or costs on their Employer Financed Benefit or Basic Benefit.

1. To help you compare different superannuation products, the Trustee is required by law to provide this statement. It is important to note that fees and costs cannot be negotiated.

## FEES AND COSTS SUMMARY

#### **Active Super Defined Benefit Scheme**

| TYPE OF FEE OR COST                       | AMOUNT   | HOW AND WHEN PAID  |  |  |  |
|---|--|--|--|--|--|
| ONGOING ANNUAL FEES AND COSTS             |  |  |  |  |  |
| Administration fees and costs             | 0.35% p.a.   | Administration fee percentage is paid from the Fund's assets and reflected daily in the unit price.                                    |  |  |  |
| Investment fees and costs <sup>2, 3</sup> | 0.42% p.a.   | Accrues (usually) daily and is deducted<br>from the underlying asset value of<br>the member's account via the unit<br>pricing process. |  |  |  |
| Transaction costs <sup>2</sup>            | 0.05% p.a.   | Deducted from the underlying asset value of the member's account via the unit pricing process, as incurred.                            |  |  |  |
| MEMBER ACTIVITY RELATED F                 | EES AND COSTS  |  |  |  |  |
| Buy-sell spread                           | Nil, but could be<br>reintroduced in the<br>future within a range<br>of 0.00% - 0.19%    | If any, usually calculated daily and deducted via the unit pricing process.  |  |  |  |
| Switching fee                             | Nil  | Not applicable.  |  |  |  |
| Other fees and costs <sup>4</sup>         | Personal Advice<br>fees may apply,<br>depending on the<br>personal advice<br>you obtain. | Personal advice fees are deducted from<br>members' accounts where permitted<br>and agreed.   |  |  |  |

2. The investment fee and costs and the transaction costs shown above are estimates of the amounts that you will incur over the current financial year based on information available at the date of preparation of this guide.

3. Investment fees and costs includes an estimated amount of 0.08% for performance fees. Please refer to the *Performance fees* section in the *Fees and other costs* fact sheet for more information.

4. In some financial years additional administration expenses are incurred, which may be met by reserves. See our additional explanation of fees and costs for further information. Please refer to the 'Financial planning fee (advice fee)' section on page 22 of this Member guide.

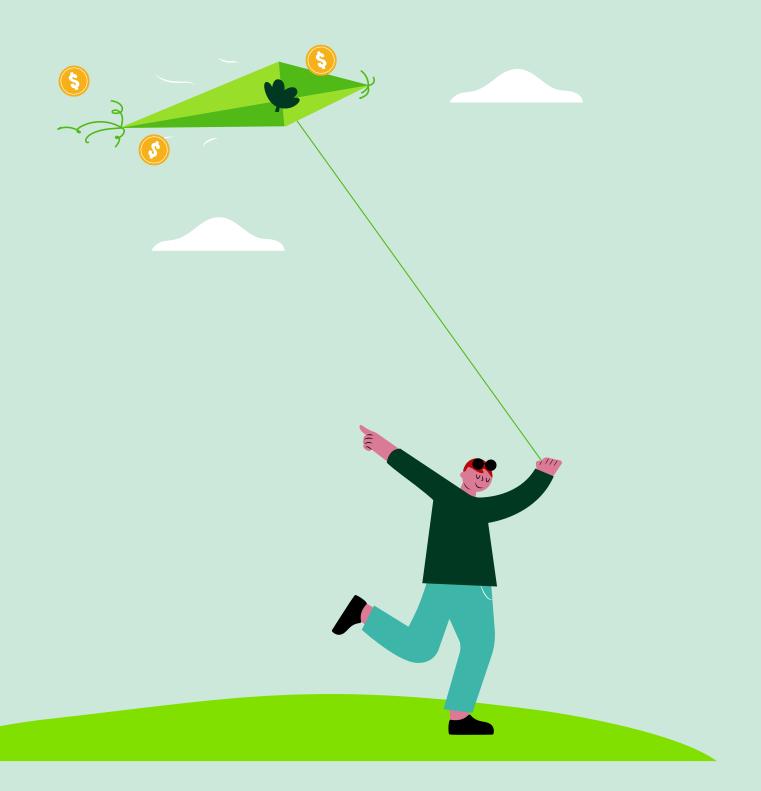
## FINANCIAL PLANNING FEE (ADVICE FEE)

If you consult a financial planner<sup>5</sup>, advice fees may apply (depending on the nature of the advice) and be deducted from your account. It's important to note that not all financial advice will incur a fee and in many cases there may be no charge. Whether or not a fee applies will depend upon the scope of the financial advice you require. Your financial planner will discuss any fees payable when meeting with you and, if a fee is applicable, will advise you of the fee and seek your agreement before proceeding with the advice.

### **MORE INFORMATION**

This guide is available at activesuper.com.au/pds or for further information call Member Care on 1300 547 873.

5. Vision Super Financial Planners are employed by the Trustee of Vision Super. These staff members are authorised to give personal advice under an arrangement that the Trustee has with Industry Fund Services Pty Ltd (IFS) (AFSL no: 232514). Where you require personal advice, this advice is provided to you under the arrangement with IFS. IFS (and not the Trustee) is responsible for any advice given under this arrangement.



# **DEFINED BENEFIT STRATEGY IN DETAIL**

The assets supporting the Scheme's defined benefits (which include the assets supporting each member's Personal Account, employer financed benefit and defined Basic Benefit) are invested by the Trustee to assist with the Scheme's long term financing. Those assets are invested in accordance with the Defined Benefit Strategy as developed by the Trustee.

#### Definition

The Defined Benefit Strategy generally invests the majority of its funds in growth assets, such as Australian and international shares. The balance is invested in incomeproducing assets. Because of the level of growth exposure, the returns from the strategy can be volatile.

# **Objective**

6.0% per annum.

#### **Risks**

The way in which the assets supporting the Scheme's defined benefits is invested will not have a direct effect on your benefits, as they are determined by certain formulae. The way in which the Scheme's assets is invested helps to finance those benefits and will affect the contributions employers need to make with the aim of ensuring the payment of benefits.

#### **Risk profile**

Medium to High.

## **ASSET ALLOCATION**

| ASSET CLASS               | ALLOCATION RANGE |
|---------------------------|------------------|
| Australian equities       | 6 - 26%          |
| International equities    | 12.75 – 32.75%   |
| Private equity            | 0 - 14%          |
| Growth alternatives       | 0 - 11%          |
| Infrastructure            | 0 – 12%          |
| Property                  | 0 - 18.5%        |
| - Listed property         | 0 - 11.25%       |
| - Unlisted property       | 0 - 17%          |
| Private credit            | 0 – 12 %         |
| Alternative debt          | 0 – 22%          |
| Diversified bonds         | 5 - 25%          |
| Short term fixed interest | 0 - 23%          |
| Cash                      | 2 - 32%          |
| Other                     | 0 - 10%          |

# PRESERVATION

Under preservation rules imposed by the Commonwealth Government, your benefit consists of one or more of the three components listed below. Your annual member statement will set out the preserved component of your benefit and whether or not you have a restricted nonpreserved component or unrestricted nonpreserved component.

#### 1. Preserved component

This is the amount of your benefit that cannot be cashed unless you meet a condition of release. All superannuation contributions and benefits arising from those contributions, including all earnings, must be preserved. This means they cannot be withdrawn from the superannuation environment unless a condition of release is met.

#### 2. Restricted non-preserved

This component of your benefit can only be paid in cash when you cease employment with an employer who has contributed to your account. Your restricted non-preserved benefit is the amount (if any) that you would have been able to withdraw and take in cash if you had left on 1 July 1999. Over time your restricted non-preserved benefit stays at the same dollar value unless you roll over any further restricted non-preserved benefit from another fund. While it will continue to attract investment earnings, the earnings will be preserved. The restricted nonpreserved amount, plus any unrestricted non-preserved amount, will remain the maximum amount that you will be able to take in cash on leaving the Defined Benefit Scheme before satisfying a condition of release.

If you exit the Defined Benefit Scheme due to invalidity, your cashable amount would be equal to the value of the invalidity pension on 1 July 1999, unless you satisfy another condition of release.

#### 3. Unrestricted non-preserved

This is the amount of your benefit that you can withdraw at any time.

The Trustee keeps a record of the amount (if any) that you would have been able to withdraw without any restrictions at 1 July 1999, in accordance with the preservation rules.

Also if you have rolled over an unrestricted non-preserved benefit from another fund you may withdraw this at any time.

If you have not satisfied a condition of release and the unpreserved part of your benefit is to be paid as a pension, the cashable lump sum value (both the restricted non-preserved and unrestricted non-preserved amounts) is converted to a cashable fortnightly pension.

### FAMILY LAW

All preservation components may be reduced if there is a benefit split under the *Family Law Act 1975*.

## WHEN ARE PRESERVED BENEFITS PAYABLE?

Preserved benefits may be accessed when you meet a condition of release. The conditions of release are:

- on permanent retirement from the workforce at or after your preservation age (see below)
- on leaving employment on or after age 60
- on leaving employment with a contributing employer and your preserved benefit is less than \$200
- on reaching age 65, regardless of whether you are still working. However you must cease contributory Defined Benefit Scheme membership if you wish to access any benefits other than the Basic Benefit
- on total and permanent incapacity

- if you entered Australia on an eligible temporary resident visa and you subsequently permanently depart Australia, then you can apply for payment of your benefit. This does not apply to New Zealand citizens
- when the ATO gives the Defined Benefit Scheme a release authority to pay excess contributions tax to the ATO
- on death
- if you are suffering from a terminal illness.

You may be eligible to receive an early release of some of your preserved funds under certain circumstances, such as:

- on grounds of severe financial hardship
- on compassionate grounds following written approval from the ATO for payment of a specified amount.

### **PRESERVATION AGE**

Your preservation age is the age at which you are eligible to access your preserved benefits due to retirement and is based on your year of birth, as shown below:

| DATE OF BIRTH              | PRESERVATION AGE |  |
|----------------------------|------------------|--|
| Before 1 July 1960         | 55 years         |  |
| 1 July 1960 – 30 June 1961 | 56 years         |  |
| 1 July 1961 – 30 June 1962 | 57 years         |  |
| 1 July 1962 – 30 June 1963 | 58 years         |  |
| 1 July 1963 – 30 June 1964 | 59 years         |  |
| After 30 June 1964         | 60 years         |  |

# TAXATION

The taxes applying to super are

complicated. What follows is a summary of the tax treatment of super, current at the date this Member guide was prepared. We suggest that you obtain professional advice about how the tax laws affect you.

## TAX ON CONTRIBUTIONS

As the Trustee is required to pay the taxes referred to below, it deducts these amounts from your individual account balance.

#### **Contribution tax**

A 15% tax is levied on concessional contributions (which includes salary sacrifice) unless you earn more than \$250,000 per annum (including concessional contributions), when some or all of your concessional contributions will be taxed at 30%.

The ATO will advise you after the end of the financial year if any additional tax is payable on your concessional contributions and you will have the option of paying the tax from your own funds, from any super account(s) you hold or a combination of both.

#### Surcharge

The Commonwealth Government abolished the surcharge levy for high income earners from 1 July 2005. However, any assessments received for periods prior to this date remain payable and are recorded in a debt account on which no interest is applied. Any amounts in your debt account will be deducted from your benefit at the time it is paid. Superannuation lump sum payment received from a taxed source

No tax is payable on a superannuation lump sum payment received from a taxed source which is rolled over into the Defined Benefit Scheme.

## TAX ON INVESTMENT EARNINGS

Earnings on investments are generally taxed at a maximum of 15%. The actual rate may be reduced below 15% due to the effect of various tax credits and rebates.

# TAX ON SUPERANNUATION LUMP SUM PAYMENTS

There may be tax payable when you make a lump sum withdrawal. Lump sum payments are subject to different income tax rates, depending on age, amount and the components withdrawn. Details of the current tax treatment of the components of a lump sum superannuation payment are contained in the table below.

| COMPONENT  |                               | TAX TREATMENT  |          |
|--|-------------------------------|--|----------|
|  | AGE LESS THAN 55 <sup>6</sup> | AGE 55 - 59 <sup>6</sup>   | AGE 60+  |
| Tax-free<br>component  | Tax free                      | Tax free   | Tax free |
| Taxable<br>component   | Taxed at 20%                  | Tax free up to the low<br>rate cap amount with<br>the balance taxed at 15% | Tax free |
| The Medicare levy is also payable upon any benefit where a tax rate greater than 0% applies. |                               |  |          |

6. For those born after 30 June 1960, age 55 is replaced with your preservation age (refer to page 26).

## TAX ON DEATH BENEFITS

Tax payable on death benefits depends on individual circumstances. We recommend that you seek advice from a suitably qualified professional about how the tax laws apply specifically to you and your spouse, estate and dependents.

# BENEFITS PAID IN A CASE OF TERMINAL ILLNESS

Where a benefit is paid for a member who has been approved for a payment under the terminal illness condition of release, no tax will be payable.

## TAX BENEFIT

If you have taxable contributions allocated to your account, Vision Super is able to claim a tax deduction on your behalf for any administration costs and insurance fees that you have paid in the financial year.

If you are eligible for the tax benefit, this will be passed on to you by way of reduced contributions tax.

## TAX ON PENSION PAYMENTS

From 1 July 2017, every Australian entering retirement phase with superannuation benefits will now need to monitor their own retirement cap. There is a limit of how much super can be transferred 'tax-free' into the retirement phase to support your pension. If you breach this transfer balance cap, there may be consequences including paying additional tax. The general transfer balance cap is currently \$1.9 million and will be indexed to the consumer price index (CPI) in \$100,000 increments. Special rules apply to the measurement of Defined Benefits in pension phase to allow for the unique nature of how they are structured. As your Defined Benefit pension is non-commutable, excess transfer balances will not be attributable to a breach in your transfer balance cap. Instead the government has introduced a higher tax on the income stream received above a certain amount.

Pension benefit payments are tax-free on or after the age of 60, up to a 'defined benefit income cap' equal to one-sixteenth of the transfer balance cap. If a recipient exceeds this cap, 50% of the pension amounts over the cap are counted towards the recipient's assessable income and taxed at the individual's marginal tax rate. As at 1 July 2024, the defined income benefit cap is \$118,750 but will change in line with the transfer balance cap.

For further information on the transfer balance cap and the transfer balance cap limit, please refer to the ATO website at ato.gov.au or speak to your financial planner regarding your individual circumstances.

# THE 15% ANNUAL TAX REBATE (OFFSET)

If you are between ages 55 and 60 then you may be entitled to an annual tax offset on part of any benefits you receive as a pension (from age 60 superannuation payments usually are tax free). The offset is 15% of the taxable component.

## **OTHER OFFSETS**

You may be entitled to other offsets. You should consult with a financial planner regarding what you may be entitled to claim.

## **GOODS AND SERVICES TAX (GST)**

Your contributions to and withdrawals from the Defined Benefit Scheme will not be subject to GST. However, GST will be included in some charges to the Scheme for management and investment services by the providers of those services. In respect of most of those GST amounts, Vision Super can claim back 55% or 75% of the GST incurred as a reduced input tax credit, depending on the service. Amounts claimed back are credited to Vision Super.

## WILL YOUR SOCIAL SECURITY BENEFITS BE AFFECTED?

Social security benefits depend on individual circumstances. You should seek advice from a suitably qualified professional about how your individual account and benefits in the Defined Benefit Scheme will affect your social security benefits, or those of your spouse or dependants who may receive a benefit or pension after your death.

## TAX FILE NUMBER (TFN)

Under the Superannuation Industry (Supervision) Act 1993, your superannuation fund is authorised to collect your TFN, which will only be used for lawful purposes.

These purposes may change in the future as a result of legislative change. We may disclose your TFN to another superannuation provider when your benefits are being transferred, unless you request in writing that your TFN not be disclosed to any other superannuation provider.

It is not an offence not to quote your TFN. However, there could be significant consequences of the Fund not holding your TFN, these are discussed below.

#### **Providing your TFN**

It is important that you consider providing your TFN either directly or through your employer (if you haven't already done so). You can also check on your member statement to ensure that your TFN has been recorded.

#### Non-disclosure of TFN

If you or your employer have not provided the Fund your TFN:

- we cannot accept any after-tax contributions to your account
- additional tax may be payable on all before-tax contributions received (a further 30% plus the Medicare levy) and additional tax withheld on all super benefits paid to you before age 60 (up to 45% plus the Medicare levy). Additional tax on contributions will be payable at the end of the financial year or the date that you withdraw your benefit, whichever comes first.

If you do not provide your TFN by the end of the financial year and the additional tax is deducted, you can still provide your TFN and apply to have the additional tax refunded. However, additional tax will only be able to be refunded if the TFN is received within three years of the year in which the contributions were made and the additional tax was deducted.

If we have paid the additional tax to the ATO, there will generally be a considerable delay before any tax paid can be reclaimed because the application can only be made when we lodge our next tax return. If you leave before any additional tax can be reclaimed from the ATO, your super payout will be reduced. You will not be able to request a refund of this additional tax paid after you have exited.

# **OPERATIONAL INFORMATION**

## REGULAR REPORTS ON YOUR INVESTMENT

#### **Member statements**

These are issued yearly and show the current balance of your individual personal account, estimations of benefits, your preserved components and any transactions that have taken place over the period, including net investment earnings.

#### **Annual Report**

The Annual Report provides you with information on the management and financial condition of the Fund including its investment performance. The report is available at visionsuper.com.au Alternatively, you can contact Member Care to request a copy free of charge.

## **ENQUIRIES AND COMPLAINTS**

At Vision Super we aim to provide you with the best possible service and address any concerns you may have as quickly as possible. We hope that you never have cause to complain, however, if you wish to make a complaint, we have an internal complaints process to deal with it.

Complaints can be made via:

- Telephone: by calling Member Care on 1300 547 873
- Email: resolutions@visionsuper.com.au
- **Online:** visionsuper.com.au/complaints
- Writing to: The Resolutions Officer Vision Super PO Box 18041 Collins Street East VIC 8003

## HOW WE DEAL WITH COMPLAINTS

As an Australian Financial Service Licensee, Vision Super Pty Ltd, has dispute resolution systems that consists of an Internal Dispute Resolution (IDR) policy and procedure that complies with the standards and requirements made or approved by the Australian Securities and Investment Commission (ASIC) and the relevant law. We are also a member of the Australian Financial Complaints Authority (AFCA).

At Vision Super we encourage and cultivate an organizational culture that welcomes feedback and values complaints. We see a positive complaint management culture as beneficial for both us and our members. We consider some of these benefits to be:

- An opportunity to resolve member dissatisfaction quickly and directly
- The promotion of a trusted relationship between us and you, our valued member
- Improving the level of member confidence and satisfaction in us
- A greater understanding of key drivers of complaints, thereby improving our processes
- The ability to identify emerging issues and inform our product and service offerings which in turn delivers improvements across our organisation
- Reducing AFCA and future remediation costs, thereby acting in our members' best financial interests at all times.

We have adopted the definition of 'complaint' as set out in the AS/NZS 10002:2014 Standard, which states that a complaint is -

'an expression of dissatisfaction made to or about an organization, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required'. Under this definition the following expressions of dissatisfaction are considered to be complaints:

- a. Posts on a social media channel or account owned or controlled by Vision Super that is the subject of the post, where the author is both identifiable and contactable; or
- An objection to a proposed decision about how and to whom to pay a superannuation death benefit distribution; or
- c. Complaints about a matter that is the subject of an existing remediation program or about the remediation program itself; or
- d. Complaints about the handling of an insurance claim.

We do not consider the following to be 'complaints':

- a. Comments made about us where a response is not expected, such as:
  - i. Feedback provided in surveys; or
  - Reports intended solely to bring a matter to our attention – for example the member services hot line is not working; or
- Rejection of hardship applications from a third party – for example the decline of a compassionate grounds claims by the Australian Tax Office (ATO); or
- c. Employment related matters that are best dealt with by the member's employer and not Vision Super; or
- d. An enquiry which means a member is seeking information or clarification about a product or service.

Who can lodge a complaint with us:

- a. A product holder:
  - i. Members or former members of Vision Super
  - ii. Beneficiaries or former beneficiaries of Vision Super
- b. Beneficiaries with an interest in a death benefit
- c. Parties (and intending parties) to an agreement under the *Family Law Act* 1975 or order affecting superannuation, including:
  - i. A member, beneficiary or superannuation account holder's spouse or former spouse who is party to an agreement, or subject to an order about that person's superannuation interest; and
  - ii. Someone eligible to request information about that superannuation interest.

#### Key timeframes in the complaint handling process

We pride ourselves on timely responses to complaints we receive as we consider timeliness is central to the effective management of and is a key performance measure of our complaints process. Important measures of timeliness include the length taken to acknowledge a complaint and to provide you with a response.

We will acknowledge receipt of your complaint promptly and in any event within 24 hours of receiving your expression of dissatisfaction or as soon as practicable. For example, if a complaint is received after business hours on Friday, we will acknowledge the complaint on the following Monday.

We will provide a response to you no later than 45 calendar days after receiving the complaint for standard complaints. However, if your complaint relates to the death benefit distribution of a member's superannuation or pension account, we will provide a response to you no later than 90 calendar days after the expiry of the 28 calendar day period for objecting to a proposed death benefit distribution. Our response to you will include the following:

- a. The final outcome of your complaint. This may include either a confirmation of actions taken by us to fully resolve your complaint or reasons for rejecting or partially rejecting your complaint.
- b. Your right to take the complaint to AFCA if you are not satisfied with our response; and
- c. The contact details for AFCA.

If we reject or partially reject your complaint, we will:

- a. Identify and address the issues raised in your complaint; and
- b. Set out our findings on material questions of fact and refer to the information that supports those findings; and
- c. Provide enough detail for you to understand the basis of the decision and be fully informed when deciding whether to escalate the matter to AFCA.

We will include a level of detail in our responses that reflect the complexity of the complaint raised and the nature and extent of any investigation conducted by us. We will not provide information in our response that would breach our organisation's privacy or other legislative obligations placed on us.

#### **Complaint management delays**

There are many variables that can affect our complaint response times. This may include the complexity of the issues raised and the availability of information, including from third parties. If we are unable to meet the timeframes mentioned above, we will give you a 'delay notification' before the timeframe expires which informs you about:

- a. The reasons for the delay; and
- b. Your right to complain to AFCA if you are dissatisfied; and
- c. The contact details for AFCA.

Examples of 'complex' may include when:

- a. Your complaint is about a transaction or event that occurred more than six years ago and requires reconstruction of account information; and
- b. A complaint about a superannuation death benefit distribution which involves multiple submissions from potential beneficiaries with competing information about the status of the relationships and/or level of financial dependence.

Examples of circumstances that may be 'beyond our control' include when:

- a. You are waiting on a medical appointment that we (including our Insurer) reasonably require you to attend; or
- b. You are unable to respond to our requests due to illness or absence; or
- c. We need to obtain information from third parties to the complaint; or
- d. We are waiting on information requested from potential beneficiaries to a death benefit to substantiate their claim.

#### **Our guiding principles**

At Vision Super we aim to provide you with the best possible service and address any concerns that you may have as quickly as we can. In order to do this, we use the following principles as our guide:

- a. We will treat all our members with equity and apply sound principles in decision making
- b. We will consider each case on its merits and pay due care to individual differences and needs
- c. We will listen and provide an opportunity for you to give additional evidence
- d. We will be unbiased and impartial in our investigations
- e. We will ensure an adequately skilled and experienced officer manages your complaint
- f. We will act in good faith and ensure that no conflict of interest exists
- g. We will abide by our fiduciary duty to put our members best financial interests first.

We hope that you never have cause to complain, however, if you wish to make a complaint our internal dispute resolution process is as follows:

Complaints could be made via:

- Phone by calling Member Care on 1300 547 873
  8.30am to 5.00pm, Monday to Friday (not including NSW public holidays)
- Email: resolutions@visionsuper.com.au
- Online form: visionsuper.com.au/complaints
- or in writing to: The Resolutions Officer Vision Super PO Box 18041 Collins Street East VIC 8003

Your written complaint should include:

- Your name, address and phone number
- Your membership number
- A detailed description of the issue/s, and
- Any relevant supporting documentation.

If you have any difficulty writing or formulating your complaint, you can call Member Care on 1300 547 873.

#### **Australian Financial Complaints Authority**

If you are not satisfied with the outcome of the investigation into your complaint, or if you have not received a response within 45 days, you may take the matter to the Australian Financial Complaints Authority (AFCA). AFCA is a fair and independent dispute resolution body established by the government to help resolve financial complaints. AFCA provides a free service to you.

AFCA can be contacted as follows:

- Online: afca.org.au
- Email: info@afca.org.au
- Phone: 1800 931 678
- Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

Time limits may apply to complaints to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires

#### **Privacy complaints**

If your complaint relates to a breach of privacy that is not resolved by our internal complaints process, you can refer it to the Office of the Australian Information Commissioner using the contact details below.

Office of the Australian Information Commissioner GPO Box 5288 Sydney NSW 2001

Phone: 1300 363 992 Email: enquiries@oaic.gov.au Web: oaic.gov.au

#### In need of extra support

If you are experiencing financial or elder abuse, domestic or family violence, having someone to talk to could make all the difference.

Below are some of the free and confidential support services.

- Financial Counselling Australia 1800 007 007: Financial counsellors provide a free, independent and confidential service financialcounsellingaustralia.org.au
- 1800 RESPECT 1800 737 732:

A free 24 hour, sexual assault, family and domestic violence counselling line – for anyone who has experienced, or is at risk of, family and domestic violence and/or sexual assault 1800respect.org.au

• Lifeline (24 hours) 13 11 14:

Providing anyone experiencing a personal crisis with access to 24 hour crisis support and suicide prevention services lifeline.org.au

## FAMILY LAW ACT

The Family Law provisions are complex and you should seek independent legal and financial planning advice with respect to your personal situation. Please note that for Family Law purposes, the term spouse refers to the legally married spouse of a member, a de facto spouse or a same sex partner.

## **INFORMATION ON PRIVACY**

Vision Super is fully committed to complying with the Australian Privacy Principles in the way that information is collected, stored and used. Full details on how this is achieved are contained within the Trustee's Privacy Policy. A copy of the Privacy Policy is available at activesuper.com.au or by calling Member Care on 1300 547 873.

## **INTERPRETING SERVICES**

If you need an interpreter, please call TIS National on 131 450 and ask them to call Vision Super on 1300 300 820. Our business hours are 8.30am to 5pm EST Monday to Friday.

You can also visit the TIS National website for translated information about the service TIS National provides.

Visit: tisnational.gov.au

## NATIONAL RELAY SERVICE

Vision Super welcomes calls through the National Relay Service (NRS) if you are deaf/Deaf or have a hearing and/or speech impairment. Call the NRS on 1300 555 727 and provide our phone number (1300 300 820) when asked by the relay officer.

## ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

The Trustee reports any such suspicious matters plus any threshold transactions or international funds transfer instructions to the regulator.

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

Money laundering is the process by which criminals use the financial system to hide the proceeds of crime, by turning 'dirty' money into 'clean' laundered money. Terrorism financing is where legitimate funds are used to finance terrorist activities.

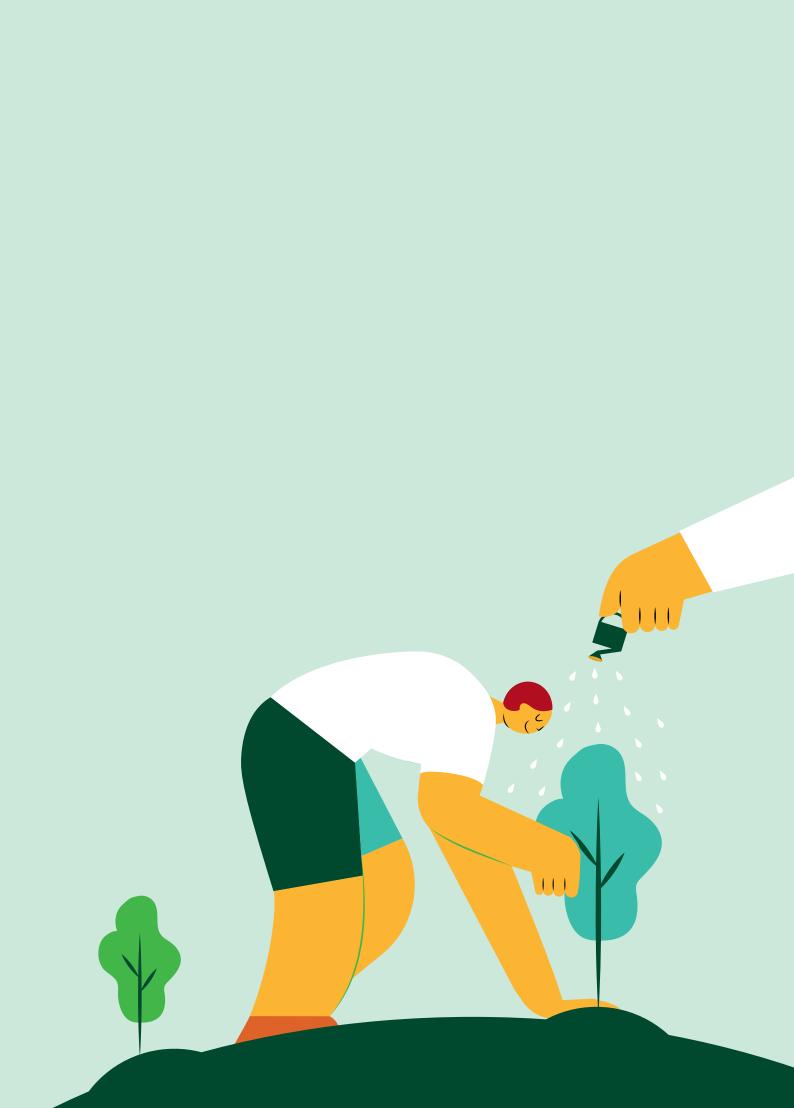
Vision Super's key obligations under the Act will generally include:

- Customer identification and verification
- Additional record keeping and
- Ongoing customer due diligence and reporting (ie suspicious matters and threshold transactions).

To satisfy these obligations, customer identification and verification processes apply. At a minimum, you may be required to provide proof of your identity before:

- · Cashing all or part of your benefit
- We make a pension payment
- Commencing or commuting an income stream
- Changing your bank account and
- You transfer/rollover a benefit to Vision Super or another fund.

You may be required to provide Vision Super with evidence that verifies your full name, date of birth and residential address. Records of the information will be kept and may be required by law to be disclosed, otherwise the information will be kept confidential.



# **CONTACT DETAILS**

## MEMBER CARE

1300 547 873

#### MAIL

PO Box 18041 Collins Street East VIC 8003

#### WEB

activesuper.com.au

### **OFFICE**

Level 12, 28 Margaret Street Sydney NSW 2000

Member Care hours are between 8.30am and 5.00pm, Monday to Friday (not including NSW public holidays).