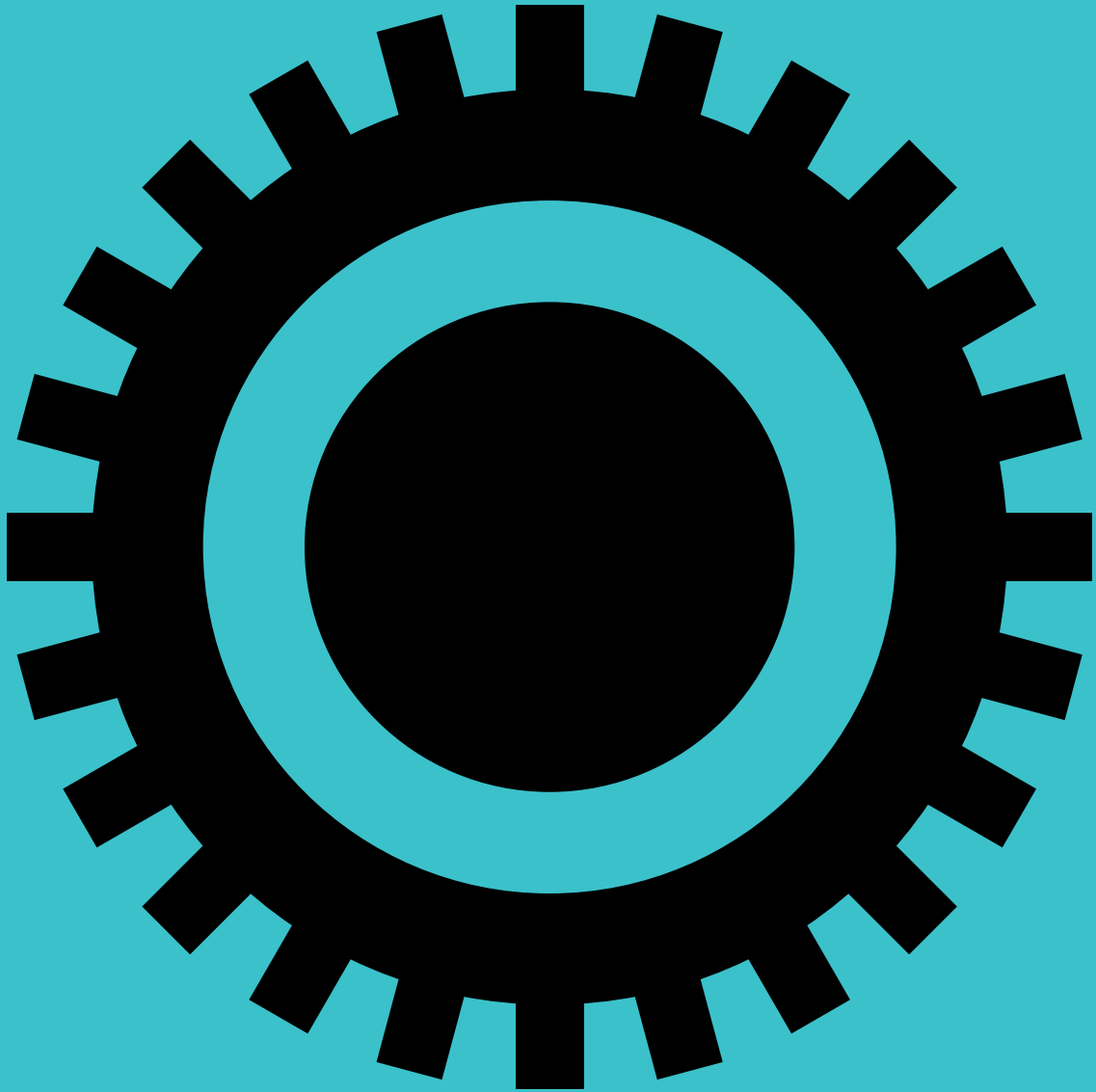


# Super Guide

4 September 2020



The information in this document forms part of the MTAA Super *Member Product Disclosure Statement* (PDS) dated 4 September 2020. You should consider the information in this document and the information in the MTAA Super *Member PDS* before making a decision about investing in MTAA Super.

This information may change between the time you read it and the day you acquire the product. For up to date information, visit [mtaasuper.com.au](http://mtaasuper.com.au). If you would like a copy of this document or any of the other important information that forms part of this PDS, call us on **1300 362 415**.

Issued by Motor Trades Association of Australia Superannuation Fund Pty. Limited (ABN 14 008 650 628, AFSL 238 718) of Level 3, 39 Brisbane Avenue Barton ACT 2600, the Trustee of the MTAA Superannuation Fund (ABN 74 559 365 913).

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In this guide, we'll cover some important information about your MTAA Super account including:

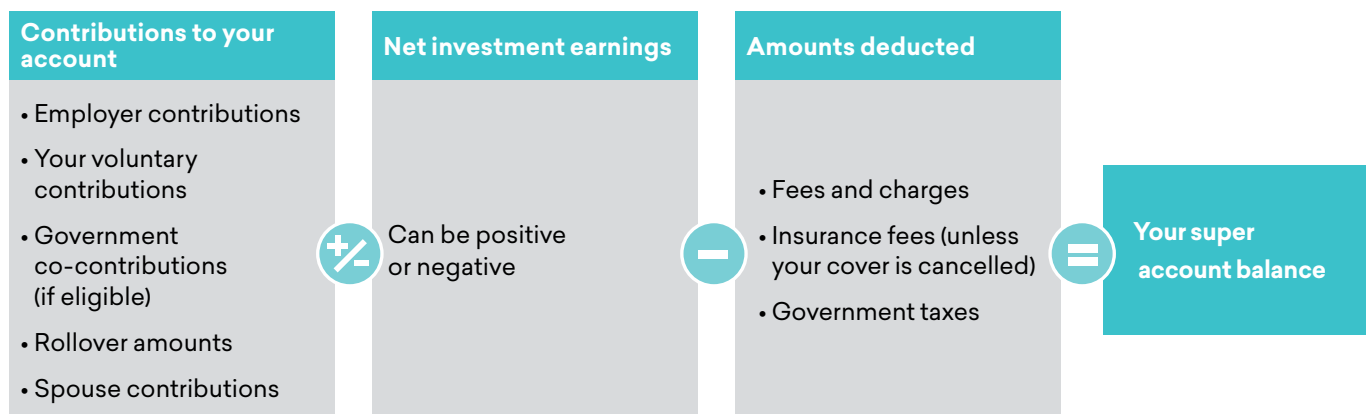
- the types of contributions that can be made to your account and contribution limits
- how and when you can access your super
- types of beneficiaries you can nominate and how you can make a nomination
- fees and costs that apply to your MTAA Super account
- how super is taxed, including when you make contributions and withdrawals.

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# How super works

When you join MTAA Super, we'll set up an account in your name. Here's how it works:



## The balance of your super account is determined by:

- 1 How much money goes in (contributions)**  
*See page 5 of this Guide*
- 2 How your money grows while invested in super**  
*See our Investment Guide*
- 3 How much you pay for your insurance cover**  
*See our Insurance Guide*
- 4 How much is taken out in fees and charges**  
*See page 14 of this Guide*
- 5 How much tax you pay**  
*See page 20 of this Guide*

# Contributions

In this section we'll look at the different types of contributions that can be made to your super account.

## Types of super contributions

- Before-tax contributions
  - Employer contributions
  - Salary sacrifice contributions
- Personal tax-deductible contributions
- After-tax contributions
- Government co-contributions
- Spouse contributions
- Low Income Superannuation Tax Offset (LISTO)

### Check your contributions

Contributions are usually applied to your account three days after we receive payment. To check contributions made to your MTAA Super account, login to your account via Member SuperSite at [mtaasuper.com.au/member-login](https://mtaasuper.com.au/member-login) or call us on **1300 362 415**.

If you are making personal contributions to MTAA Super and would like an alternative method of confirming receipt of these contributions, contact us and we will make arrangements with you.

## Concessional contributions

### Before-tax contributions

There are several types of before-tax contributions including the Superannuation Guarantee (SG) contributions and any salary sacrifice contributions that your employer makes on your behalf. 'Before-tax' means these super contributions are made from your salary before any income tax has been paid.

Before-tax contributions have tax benefits, as the contributions tax will generally be less than marginal tax rates. If you're earning less than \$250,000 per year, your super contributions are taxed at 15%. If you're a high income earner (more than \$250,000 per year), you may be liable to an additional tax of 15% (the Division 293 tax) based on your before-tax contributions.

For more information, refer to the 'How super is taxed' section on page 20 of this Guide.

## Employer contributions

Your employer is required under Superannuation Guarantee (SG) legislation to contribute an amount equal to 9.5% of your ordinary time earnings\* (up to a limit) to your super if you are:

- age 18 or older,
- working full-time, part-time or as a casual, and
- earning \$450 or more (before tax) in a calendar month.

\* Your 'ordinary time earnings' is the amount you earn for your ordinary hours of work, including some allowances.

Your employer also needs to make contributions to your super if you are:

- under age 18,
- working 30 hours or more in a week, and
- earning \$450 or more (before tax) in a calendar month.

Your employer must pay your super contributions at least quarterly (but can pay monthly). If your employer pays quarterly, your contributions will usually be paid within 28 days of the end of the quarter (i.e. for the January to March quarter, by 28 April, for the April to June quarter, by 28 July and so on).

The SG amount your employer must contribute will increase by 0.5% each year from 2021/22 (see table below), up to a maximum of 12% in 2025/26.

| Year    | % SG Rate |
|---------|-----------|
| 2020/21 | 9.5       |
| 2021/22 | 10.0      |
| 2022/23 | 10.5      |
| 2023/24 | 11.0      |
| 2024/25 | 11.5      |
| 2025/26 | 12.0      |

### It pays to make extra contributions to your super

The key is to take advantage of compound earnings (the returns you receive on your investment returns) by starting with extra contributions as early as possible. Your earnings are reinvested to provide you with more returns, which helps grow your investment over time.

### Changing jobs?

If you've started a new job, you may be able to continue having your employer contributions paid to your MTAA Super account – just check with your employer. Our Digital Member Card, available at [mtaasuper.com.au/dmc](https://mtaasuper.com.au/dmc) for your smart phone or mobile device, can provide you with all the details your new employer will need to pay into your MTAA Super account. Alternatively you can complete and give to your new employer the *Notification to Employer: Choice of Fund* form available at [mtaasuper.com.au/member-forms](https://mtaasuper.com.au/member-forms) or at the back of this Guide.

### Salary sacrifice

Salary sacrifice is where you agree with your employer to make extra payments to your super from your before-tax salary. By making salary sacrifice contributions, you may reduce your taxable income and end up paying less income tax as a result.

To set up a salary sacrifice arrangement, you'll need to arrange it directly with your Human Resources (HR) or payroll person.

It's important to note that salary sacrifice isn't suitable for everyone. For example, if your income tax rate is 15% or lower, salary sacrifice may not be appropriate.

### Personal tax deductible contributions

If you're under age 75, you are able to claim a tax deduction on amounts you contribute to super up to the annual concessional cap. If you are between 67 and 74, you'll need to meet the work test to be eligible.

You will need to provide us with a notice of intention to claim a tax deduction before the earlier of the following:

- you lodge your tax return, and
- the end of the financial year following the financial year in which you made the contribution.

In order for you to claim the tax deduction, we must acknowledge receipt of your deduction notice. There are some circumstances where we cannot acknowledge a deduction notice (such as if the notice is completed incorrectly). In these instances, we'll contact you and ask that you correct and re-submit your notice.

You'll also need to make sure that we have acknowledged receipt of your deduction notice before you withdraw or rollover your benefits (in whole or in part) or commence a pension. Otherwise, you may not be able to claim a tax deduction for your contribution or, in the case of partial withdrawal or roll over, you may only be able to claim a tax deduction for a proportion of your contribution.

The *notice of intent to claim or vary a deduction for personal super contributions form* is available at [mtaasuper.com.au/member-forms](https://mtaasuper.com.au/member-forms) or by calling us on **1300 362 415**.

### Concessional contribution limit

The concessional contribution limit is \$25,000. Your concessional contributions limit includes all before-tax contributions and personal tax deductible contributions made to super.

This limit applies per member, not per fund. This means that contributions made to any other super funds you might have, are included in the limit and additional tax will apply to contributions in excess of the limit.

### Get your contributions in before the 30 June deadline

If you or your employer make concessional contributions to your MTAA Super account towards the end of the financial year, make sure we receive them before the 30 June deadline. Otherwise, your contributions will be processed in the next financial year and will count towards that financial year's contribution limit. This may mean you exceed your concessional contributions limit and end up paying additional tax next year depending on your level of contributions.

### Unused concessional super contributions

If you have less than \$500,000 in super (as at 30 June in the previous financial year) you can carry forward any unused portion of your annual concessional contributions limit for up to 5 years (rolling period).

For example, the concessional contributions limit for the 2019/20 financial year was \$25,000. If you made \$20,000 of concessional contributions for that year, you can carry forward \$5,000 of the unused amount and use it any time until the end of the 2024/25 financial year.

In this scenario, your revised concessional contributions limit for the 2020/21 financial year will be \$30,000 (\$25,000 limit + \$5,000 unused portion from the previous year).

Any unused carried forward amounts expire after 5 years.

For more details please visit the ATO website at [ato.gov.au](https://ato.gov.au)

## Non-concessional contributions

### After-tax contributions

After-tax contributions are those you make from your take home pay (once income tax has been deducted) and which you do not claim a tax deduction for.

You can make after-tax contributions as a lump sum amount or as a series of contributions. As these contributions come from your after tax pay, they are not taxed when received.

### Making after-tax contributions

There are several ways you can make after-tax contributions to your MTAA Super account:

- Direct payment to MTAA Super by BPAY or EFT. For details, login to your account via Member SuperSite at [mtaasuper.com.au/member-login](https://mtaasuper.com.au/member-login)
- Ask your employer to deduct amounts directly from your after-tax salary and remit it with their regular super contributions.

**Note:** You can only make after-tax (non-concessional) contributions to your account if you have provided us with your Tax File Number (TFN).

### Spouse contributions

You can contribute to MTAA Super for your spouse or your spouse can make contributions for you. For a definition of spouse see page 12. We can only accept contributions for your spouse if your spouse is either under age 67, or has met the 'work test' if aged 67 or over (see the Table on page 9).

Any contributions you make for your spouse will count toward their after-tax (non-concessional) contribution limit (not yours).

Note: we can't accept spouse contributions if we don't have your spouse's TFN.

If your spouse has a total annual income of less than \$37,000, you may be eligible for the maximum tax offset of \$540. For more information on the tax offset go to [ato.gov.au](https://ato.gov.au)

If your spouse's total super balance is over the Transfer Balance Cap (currently \$1.6 million) at the end of the previous financial year, you will not be entitled to a tax offset for spouse contributions.

For more information about making a spouse contribution, call us on **1300 362 415**.

### Non-concessional contribution limits

There are limits to the amount of after-tax (non-concessional) contributions you can make. You can contribute:

- up to \$100,000 each financial year, or
- up to \$300,000 over a three-financial year period, if you're under age 65.

In addition, if your total superannuation balance is over the Transfer Balance Cap (currently \$1.6 million) at the end of the previous financial year, you will not be able to make any non-concessional contributions during the year.

These limits apply per individual, not per fund. There are additional eligibility rules if you are over age 67. See page 9 for more information.

The Transfer Balance Cap is the limit on how much super you can transfer into the tax-free retirement phase.

If you have an account balance that is approaching the Transfer Balance Cap, we recommend you seek financial advice about your ability to make further contributions to your account.

## Other contributions

### Government co-contribution

The Government co-contribution is designed to help low and middle income earners boost their super. If you earn less than \$39,837 p.a. and make after-tax contributions of up to \$1,000 in a financial year, the Government will match 50 cents for every \$1 you contribute to super – up to a maximum of \$500.

If your total income is more than \$39,837 p.a. and less than \$54,837 p.a. you may be eligible for a reduced co-contribution amount.

You don't need to apply for the co-contribution. If you're eligible and have lodged an income tax return, your co-contribution amount will be deposited into your account the following financial year.

If your total super balance exceeds the general Transfer Balance Cap (currently \$1.6 million) you will not be eligible to receive the government co-contribution.

For more information about the Government co-contribution, refer to the *Super Co-Contribution Fact Sheet* available at [mtaasuper.com.au/member-factsheets](http://mtaasuper.com.au/member-factsheets)

### Low Income Superannuation Tax Offset (LISTO)

If your annual adjusted taxable income is \$37,000 or less, the Government will make a payment of up to \$500 to your super account – regardless of whether you've made a personal contribution. The LISTO amount is equal to 15% of the before-tax (concessional) contributions that you or your employer has made to your super in the financial year.

You don't need to apply for the LISTO. If you're eligible, the LISTO will be paid into your super account after you lodge your tax return for that financial year.

**Note:** You'll need to provide us with your TFN in order to be eligible to receive the LISTO.

### First home super saver (FHSS) scheme

You can make voluntary (concessional and non-concessional) contributions of up to \$15,000 per year and \$30,000 in total into your super to save a deposit to buy your first home. These contributions must be within existing contribution limits.

You do not need to inform us if you are making contributions as part of the FHSS scheme. You can also start making voluntary contributions from any age. However, you must be aged 18 or older before you can claim your FHSS amounts and:

- have never owned property in Australia (unless the Commissioner of Taxation has determined you have suffered a financial hardship); or
- have not applied for a FHSS release previously.

To claim your FHSS amounts, you need to apply to the Commissioner of Taxation for a FHSS determination and a release. You can apply online using your myGov account linked to the ATO.

### Downsizer contributions

If you're aged 65 or over, you can contribute up to \$300,000 from the sale of your home into super.

Downsizer contributions do not count towards your contributions limits. However, they do count towards your \$1.6 million transfer balance cap.

The \$300,000 limit is per person and can't be greater than the total proceeds of the sale. For example, if a couple sold their home for \$500,000 and one spouse contributed \$300,000 to their super, the other spouse could only contribute \$200,000. Alternatively, they could deposit \$250,000 each.

You or your spouse must have owned the sold property continuously for at least 10 years leading up to the sale and the contract of sale must have been exchanged on or after 1 July 2018. The property sold must be your main residence and be eligible for the main residence exemption for capital gains tax.

Downsizer contributions must be paid within 90 days of your home changing owners. To make a Downsizer contribution, complete the *Downsizer Contribution* form (available on the ATO website at [ato.gov.au](http://ato.gov.au)) and provide this to us before or when you make the contribution.

There's much to consider when you're making decisions about the different contributions you can make to your super. We recommend you seek advice to ensure any decision you make is right for your circumstances. For details go to [mtaasuper.com.au/advice](http://mtaasuper.com.au/advice)



There are other contributions you can make to your super fund. These include:

- certain proceeds from the disposal of qualifying small business assets, and
- proceeds of certain compensation payments in respect of a permanently disabling personal injury, if contributed to your MTAA Super account within 90 days of receipt of the payment.

The rules that apply in these cases are complex. If you are considering paying any of these amounts into MTAA Super we recommend you obtain professional financial advice. For more information, call us on **1300 362 415**.

## Eligibility to contribute to super

Age restrictions and work tests apply to the contributions that can be made to your super.

| If you are:    | You:   | Your employer:  |
|----------------|--|---|
| Under age 65   | can make personal contributions to super, regardless of your employment status.<br>can't make downsizer contributions.   | can make SG contributions on your behalf.<br>can make additional employer contributions for you (including salary sacrifice contributions).                                 |
| 65 to 66 years | can make personal contributions to super, regardless of your employment status.<br>can make downsizer contributions.   | can make SG contributions on your behalf.<br>can make additional employer contributions for you (including salary sacrifice contributions).                                 |
| 67 to 74 years | can make personal contributions to super if you have met the 'work test'.<br>can make downsizer contributions.   | can make SG contributions on your behalf.<br>can make additional employer contributions for you (including salary sacrifice contributions) if you have met the 'work test'. |
| 75 and over    | can't make personal contributions.<br>can make downsizer contributions.  | can make SG contributions on your behalf.   |
| A spouse       | can make spouse contributions if your spouse is under age 67.<br>can make spouse contributions if your spouse is aged 67 or over (but under age 75) if your spouse meets the work test below.<br>cannot make spouse contributions if your spouse is aged 75 or over. | N/A   |

### What is the 'Work test'?

You will meet the 'work test' if you've been gainfully employed for at least 40 hours in a period of not more than 30 consecutive days during the relevant financial year.

#### One-off Work Test Exemption

You will not need to meet the 'work test' for voluntary contributions if you satisfied the 'work test' in the preceding financial year, your total superannuation balance was less than \$300,000 at the end of the previous financial year, and you have not previously used the work test exemption.

If we don't have your TFN, we can't accept after-tax (non-concessional) contributions from you and any concessional contributions you make may be subject to extra tax.

We can't accept contributions unless the conditions above are met. If we become aware that you don't meet the conditions, by law we must refund any contributions you've made. Any refund may be adjusted for investment fluctuations, administrative fees and insurance fees.

### Consolidate your super

If you've had more than one job, chances are that you have more than one super account. You could save on fees by combining your super in a single low-cost account like your MTAA Super account. Paying multiple sets of fees can really add up over time and may reduce your retirement savings. Before closing any other super accounts, check whether any fees apply and whether you may lose valuable benefits such as extra employer contributions or insurance cover.

To consolidate your super, login to your account via Member SuperSite at [mtaasuper.com.au/member-login](https://mtaasuper.com.au/member-login) or complete a *Rollover* form available at [mtaasuper.com.au/member-forms](https://mtaasuper.com.au/member-forms).

Alternatively, call us on **1300 362 415** to consolidate your super over the phone.

# Accessing your super

Super is designed to help you save for retirement so there are restrictions on when you can access your money. In this section we'll look at the conditions that need to be met before you can access your super.

You can roll over all or part of your benefit to another complying super fund at any time but generally you can't withdraw your money unless you meet certain conditions of release.

Super benefits are divided into three types:

- preserved
- restricted non-preserved
- unrestricted non-preserved.

## Preserved benefits

Your preserved benefits include all contributions made from 1 July 1999 and investment earnings accruing from that date. You can access your preserved super benefits when you reach:

- your preservation age (see table below) and retire permanently from the workforce
- your preservation age and start a Transition to Retirement pension (maximum limits apply to the amount you can withdraw and lump sum withdrawals are not permitted while in the pre-retirement phase)
- age 60 and finish employment with an employer – even if you go on to work in another job, or
- age 65, whether you are retired or not.

Permanent retirement means you have ceased employment and the Trustee is reasonably satisfied that you don't intend to work again, whether in full-time paid work or working part-time for more than 10 hours per week.

Your preservation age depends on your date of birth as per the table below.

| If you were born:          | Your preservation age is: |
|----------------------------|---------------------------|
| Before 1 July 1960         | 55                        |
| 1 July 1960 – 30 June 1961 | 56                        |
| 1 July 1961 – 30 June 1962 | 57                        |
| 1 July 1962 – 30 June 1963 | 58                        |
| 1 July 1963 – 30 June 1964 | 59                        |
| On or after 1 July 1964    | 60                        |

Reaching your preservation age doesn't mean you have to withdraw your super. Even if you retire completely and are over 65 you can keep your MTAA Super account open and continue to invest your super with us.

## Accessing your super before preservation age

There are some limited circumstances where you can access your super before reaching your preservation age. These include if you:

- become permanently incapacitated
- have a terminal medical condition – as certified by two registered medical practitioners that you have an illness/injury likely to result in death within 24 months, with at least one doctor who is a specialist in relation to that medical condition
- experience severe financial hardship, as determined by the relevant regulator. Please note that to qualify for severe financial hardship relief, you must have received Centrelink benefits for a certain period of time. If you qualify for a payment under severe financial hardship, the maximum amount that can be paid to you in one year is \$10,000 from one super fund\*
- meet specific compassionate grounds, as determined by the relevant authority. This can include the need to pay palliative care, funeral costs or make a mortgage payment in order to prevent foreclosure or forced sale of your principal place of residence. The Australian Taxation Office (ATO) approves the release of benefits on compassionate grounds\*, or
- qualify for a departing Australia super payment, where you were working in Australia on a temporary resident's visa, the visa has expired and you have left the country.

\* These conditions do not apply to temporary residents.

We recommend that you seek professional advice from a licensed financial adviser before accessing your super.

For more information call us on **1300 362 415**.

## Temporary early access to super – COVID 19

The Government is temporarily allowing people affected by COVID-19 to access up to \$10,000 of their super in 2020-21. While super is designed to help you save for retirement, the Government is allowing those significantly financially affected by the COVID-19 to benefit from accessing some super now.

Between 1 July 2020 and 31 December 2020, you can apply to access up to \$10,000.

The ATO is managing the early release of super in these circumstances.

To apply, you must meet at least one of the following conditions:

- you are unemployed
- you are eligible to receive a job seeker payment, youth

allowance for jobseekers, parenting payment (including single and partnered payments), special benefit or farm household allowance

- on or after 1 January 2020:
  - you were made redundant
  - your working hours were reduced by 20 per cent or more
  - you are a sole trader and your business was suspended or there was a reduction in your turnover of 20 per cent or more.

You don't need to pay tax on any super you access under these arrangements. These payments will not affect Centrelink or Veterans' Affairs payments.

If you are eligible, you can apply directly to the ATO. For more information about this measure and how to apply to the ATO, go to [ato.gov.au](http://ato.gov.au).

Please note that funds may also be released from your account in other limited circumstances where permitted under super legislation – for example, on presentation of an Australian Taxation Office (ATO) release authority to MTAA Super or if we receive an unclaimed money notice from the ATO in respect of a former temporary resident.

To find out more about accessing your super before reaching your preservation age, call us on **1300 362 415**.

## Restricted non-preserved benefits

Restricted non-preserved benefits may include certain pre 1 July 1999 member contributions and pre 1 July 1999 employer-financed benefits.

These can be accessed:

- under any of the same conditions that apply to preserved benefits, and
- whenever you change jobs and finish working for the employer who contributed to MTAA Super for you.

## Unrestricted non-preserved benefits

These are generally super benefits that were built up under old tax rules prior to July 1983 or benefits you have unrestricted access to after meeting a condition of release. If you have unrestricted non-preserved benefits you can access them at any time. However, you'll need to leave a minimum of \$1,000 in your MTAA Super account following a withdrawal in order to keep your account open.

If you're under preservation age and access some of your unrestricted non-preserved or restricted non-preserved benefit, you may have to pay more tax. For more information, refer to the 'How super is taxed' section on page 20 of this Guide.

## Claiming a benefit

To make a benefit claim, call us on **1300 362 415** and ask for a claim form. We'll let you know what you need to do and provide details of the information we require.

When the Fund pays part of a benefit, the payment paid to you must comprise tax-free and taxable components (if your lump sum has both components) in the same proportion as the tax-free and taxable components of your total benefit. This means when making a withdrawal, you can't specify which component you'd like your benefit drawn from.

To protect against money laundering and terrorism financing, the Trustee is required by law to carry out an identity check before paying a benefit. The Trustee can also ask you to provide identification details at any other time. We will let you know what proof of identity information we require when you contact us about your benefit claim. If we don't have the identification details we require, payment of your benefit may be delayed.

## What makes up your benefit

Your benefit will consist of:

- the balance of your MTAA Super account, and
- the proceeds received by the Trustee of any insurance benefits to which you might be entitled (and the insurer approves) if you die, become totally and permanently disabled or are terminally ill.

If you become totally and permanently disabled as defined in the *Insurance Guide*, you can claim the balance of your MTAA Super account and any Total and Permanent Disablement (TPD) insurance benefit you're entitled to receive.

If you become terminally ill as defined in the *Insurance Guide*, you will be paid the higher of your Death or TPD benefit amount at the time of becoming terminally ill. You may also claim the balance of your MTAA Super account.

In the event of your death, your super account balance and any insurance benefits will be invested in the Cash investment option. The aim is to protect your benefit from market fluctuations while we determine the beneficiaries of your benefit.

# Other important information

## Nominating beneficiaries

It's important that you let us know who you'd like to receive your super benefit in the event of your death. You can nominate one or more dependants or your legal personal representative as the beneficiary/ies of your death benefit. Your dependants may include your spouse, children, or others as outlined in the definitions.

If you nominate your legal personal representative, he or she may distribute the benefit in accordance with your will or, where there is no valid will, the applicable intestacy laws.

You have the choice of making a 'preferred' or 'binding' nomination:

- When you make a **preferred nomination** (also known as a non-binding nomination), the Trustee will consider your nomination when deciding how to pay your death benefit. However the Trustee is not bound to follow it. The Trustee will take into account other relevant information, including which of your dependants is entitled to receive all or part of the death benefit, when making a decision.

You can make, change or cancel a preferred nomination at any time either online via Member SuperSite or by writing to us.

- When you make a valid **binding nomination**, the Trustee is bound to pay your benefit to the beneficiary/ies you have nominated. In order for your binding nomination to be valid, you must nominate your dependant/s or your legal personal representative. See definition of 'dependant'.

To make a binding death nomination, you need to complete a *Binding Death Benefit Nomination* form and have the form signed by two witnesses who are not beneficiaries.

Binding nominations are valid for three years. While you can update your binding nomination at any time, you'll need to complete a new form at least every three years to keep a valid nomination in place.

## Definitions

A '**dependant**' means a person's spouse, a child of the person, someone who has an interdependent relationship with the person or anyone who is wholly or partly financially dependent on the person at the time of the person's death.

The '**spouse**' of a person also includes:

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

A '**child**' of a person includes:

- an adopted child, a stepchild or an ex-nuptial child of the person
- a child of the person's spouse
- someone who is a child of the person within the meaning of the *Commonwealth Family Law Act 1975*, including a child born as a result of an artificial conception procedure or as a result of a surrogacy arrangement.

An '**interdependant**' is a person with whom the member has an 'interdependency relationship'.

An '**interdependency relationship**' applies if two people satisfy all of the following conditions:

- have a close personal relationship
- live together and
- one or each of them provides the other with financial and domestic support and personal care.

A relationship of interdependency will also be found to exist if the parties can establish that they have a 'close personal relationship' but they cannot satisfy the other two conditions because one or both of them suffers from a physical, intellectual or psychiatric disability. This can apply when one person is disabled and lives in an institution but was nevertheless interdependent with the deceased person.

A '**close personal relationship**' is defined as a relationship that involves a demonstrated and continuing commitment to the emotional support and wellbeing of the two parties. Indicators can be the duration of the relationship, the degree of mutual commitment to a shared life, and the reputation and public aspects of the relationship (such as whether the relationship has been publicly acknowledged). People who share accommodation for convenience or who provide care as part of an employment relationship or on behalf of a charity do not meet the definition of a close personal relationship.

### It's important you get your nomination right

Call us on **1300 362 415** to speak with a member of the Financial Education Advice Team (FEAT).

## Lost, unclaimed, and inactive super

By law, we must report and transfer lost, unclaimed, and inactive super balances to the Australian Taxation Office (ATO). This includes:

### Lost Member Accounts

We must transfer the accounts of lost members to the ATO that have:

- a balance of less than \$6,000, or
- have been inactive for 12 months and we believe that we will never be able to pay an amount to the member.

## Accounts of members 65 years or older

We must transfer the accounts of members aged 65 and over to the ATO if:

- we have not received an amount for the member within the past two years, and
- it has been five years or more since we last had contact with the member, despite us making a reasonable effort to do so.

## Accounts of deceased members

We must transfer the accounts of deceased members to the ATO if:

- the member has died, and
- we determine that, under the governing rules of MTAA Super or by law, a benefit is immediately payable for the member, and
- we have not received an amount for the member within the past two years, and after making reasonable efforts and after a reasonable period has passed, we can't ensure that the benefit will be received by the person entitled to receive it.

## Inactive-low balance accounts

We must transfer inactive low-balance accounts to the ATO if:

- the account balance is less than \$6,000, and
- we have not received a contribution or rollover into the account in the previous 16 months, and
- the member has not met a condition of release, and
- there is no insurance attached to the account.

However, a member's account will not be considered inactive if the member has during the previous 16 months:

- changed their investment options,
- changed their insurance cover, or
- made or amended a binding beneficiary nomination.

## What happens if my account balance is transferred to the ATO?

If your account balance is transferred to the ATO, you will no longer be a member of MTAA Super. All member benefits will stop, including any insurance cover you may have.

The ATO will try and consolidate your account balance into an active super account you may hold with another fund.

At any time, you can also ask the ATO to transfer any super they hold on your behalf back to your chosen superannuation fund.

For details, see the ATO website at [ato.gov.au](http://ato.gov.au).

## Temporary Residents

If you earned super while visiting Australia on a temporary visa, you can apply to have this super paid to you as a departing Australia superannuation payment (DASP) after you leave. Generally, you can claim a DASP if the following apply:

- you accumulated super while working in Australia on a temporary resident visa,
- your visa has ceased to be in effect,
- you have left Australia, and
- you are not an Australian or New Zealand citizen, or a permanent resident of Australia.

If it has been six months or more since you left Australia and your visa has ceased to be in effect, we will transfer your super money to the Australian Taxation Office (ATO) as unclaimed super money. In these circumstances we are not required to notify you that your super money has been transferred to the ATO. Nor are we required to provide you with an exit statement. When your super money is transferred to the ATO, any benefits of your membership with MTAA Super (including insurance cover) will stop. However, you still have the right to apply to the ATO to claim your super.

To apply for DASP or for more information, go to the ATO website at [ato.gov.au](http://ato.gov.au).

**Note:** Temporary residents include most (but not all) holders of temporary visas. They do not include New Zealand citizens.

### Do we have your current contact details?

It's important that we have your current details so we can keep in touch with you about your super and so that your account doesn't become lost and transferred to the ATO. When your details change, make sure you update them via Member SuperSite at [mtaasuper.com.au/member-login](http://mtaasuper.com.au/member-login) or by calling us on **1300 362 415**.

# Fees and other costs

In this section, we'll look at the fees and costs that may affect your MTAA Super account.

## Consumer Advisory Warning

### **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. You or your employer, as applicable, may be able to negotiate to pay lower fees. Ask the fund or your financial adviser.\*

\* MTAA Super fees are not negotiable. All of our members pay the same low fees.

### **To find out more**

If you would like to find out more or see the impact of fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website, [moneysmart.gov.au](http://moneysmart.gov.au), has a superannuation calculator to help you check out different fee options.

These fees and other costs may be deducted from your account, from the returns on your investments or from the Fund's assets as a whole.

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

Taxes are set out in the 'How super is taxed' section of this *Super Guide* and insurance fees and other costs relating to insurance are set out in our *Insurance Guide*. These Guides form part of the MTAA Super *Member Product Disclosure Statement* available at [mtaasuper.com.au/member-handbooks](http://mtaasuper.com.au/member-handbooks)

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

## Fees and other costs

The main fees and costs to manage your account are set out in the table below. The table shows the fees and costs for all investment options and can be used to compare our fees with other super products. These fees and costs may be deducted from your super account or from investment returns or from the Fund's assets as a whole.

| Type of fee                            | Amount   | How and when paid   |
|--|--|---|
| <b>Investment fee<sup>*,1</sup></b>    |  | Deducted from investment returns before unit prices are determined and directly applied to your account.  |
| Conservative option                    | 0.48%  |   |
| Income-Focussed option                 | 0.55%  |   |
| My AutoSuper (Balanced) option         | 0.72%  |   |
| Growth option                          | 0.78%  |   |
| Cash option                            | 0.05%  |   |
| Diversified Fixed Interest option      | 0.25%  |   |
| Australian Shares option               | 0.76%  |   |
| International Shares option            | 0.72%  |   |
| <b>Administration fee<sup>*</sup></b>  | \$1.50 per week <sup>2</sup> plus 0.15% p.a. of your account balance up to a total administration fee of \$528.00 per annum. | Deducted monthly from your account or proportionally on joining the Fund or on withdrawal of your investment from the Fund. <sup>3</sup><br><br>The Fund pays its administration costs from an administration reserve. For the 12 months to 30 June 2020 the Fund's estimated costs were \$4.02 per member per week (gross of tax). <sup>4</sup><br><br>The Fund claims a tax deduction for administration costs each year. The amount of the deduction is also paid into the administration reserve. |
| <b>Buy-sell spread</b>                 | <b>Buy</b> <b>Sell</b>   | Applied to daily unit prices to cover the cost of buying and selling units. <sup>5</sup>  |
| Conservative option                    | 0.03%      0.03%   |   |
| Income-Focussed option                 | 0.04%      0.04%   |   |
| My AutoSuper (Balanced) option         | 0.06%      0.06%   |   |
| Growth option                          | 0.06%      0.06%   |   |
| Cash option                            | 0.00%      0.00%   |   |
| Diversified Fixed Interest option      | 0.02%      0.02%   |   |
| Australian Shares option               | 0.05%      0.05%   |   |
| International Shares option            | 0.03%      0.03%   |   |
| <b>Switching fee</b>                   | Nil  | N/A   |
| <b>Advice fees<sup>6</sup></b>         | Nil  | N/A   |
| <b>Other fees and costs</b>            | See 'Additional explanation of fees and costs' section.  |   |
| <b>Indirect cost ratio<sup>*</sup></b> | Nil  | N/A   |

\* If your account balance is less than \$6,000 as at 30 June each year, the total combined amount of administration fees, investment fees and indirect costs charged to you is capped at 3% of the account balance. Any amount charged in excess of that cap must be refunded.

- The investment fees are calculated looking back at 30 June each year and are therefore estimates. The investment fees above are based on the financial year ended 30 June 2020. The actual investment fees for the current financial year may vary with large investment acquisitions, divestments and/or changes in portfolio managers. Investment fees are disclosed gross of income tax. Any benefit of an income tax deduction relating to these fees will be applied to members as part of the unit price for that option.
- The flat rate component of the administration fee (\$1.50 per week) is calculated each Friday and deducted on the last Friday of each month. In a financial year where there are 53 Fridays, this results in a deduction of \$79.50 and a total administration fee up to \$529.50 for any member who is in the Fund for the full year.
- When you join or you withdraw your investment from the Fund part way through a month, you will only be charged for the days you were a member in that month. For example, if you were a member for 10 days you would be charged (the total administration fee) x 10/number of days in the month.
- The actual administration costs will vary from year to year. Past costs are not a reliable indicator of future costs.
- Buy-sell spreads are applied when transactions are processed to your account through the purchase or sale of units.
- MTAA Super does not charge any advice fees. You will only be charged an advice fee if you agree to receive financial advice from Industry Fund Services (IFS). The initial consultation with an IFS adviser is at no additional cost to you. An advice fee will be discussed and agreed with you before any advice is provided.

## Additional explanation of fees and costs

The total Investment fee for each of MTAA Super's investment options is made up of:

- Base investment costs
- Performance-related fees, and
- Transactional and operational costs.

| Investment option          | Base investment costs | Performance-related fees | Transactional and operational costs | Total investment fee |
|----------------------------|-----------------------|--------------------------|-------------------------------------|----------------------|
| Conservative               | 0.26%                 | 0.14%                    | 0.08%                               | 0.48%                |
| Income-Focussed            | 0.34%                 | 0.10%                    | 0.11%                               | 0.55%                |
| My AutoSuper (Balanced)    | 0.33%                 | 0.22%                    | 0.17%                               | 0.72%                |
| Growth                     | 0.33%                 | 0.26%                    | 0.19%                               | 0.78%                |
| Cash                       | 0.05%                 | 0.00%                    | 0.00%                               | 0.05%                |
| Diversified Fixed Interest | 0.20%                 | 0.00%                    | 0.05%                               | 0.25%                |
| Australian Shares          | 0.18%                 | 0.26%                    | 0.32%                               | 0.76%                |
| International Shares       | 0.28%                 | 0.30%                    | 0.14%                               | 0.72%                |

Base investment costs, Performance-related fees and Transactional and operational costs are estimated as at 30 June each year based on the previous 12 months and can change from year to year. The fees and costs for each investment option shown here are estimates based on the Fund financial statements for the financial years ended 30 June 2020 and are gross of income tax.

### Base investment costs

These are the base costs of managing the Fund's investments. These costs include:

- amounts paid to investment managers (whether directly or indirectly) excluding performance fees and other fund operating costs
- custody costs
- investment consulting expenses,
- investment staff costs, and
- other miscellaneous investment related costs such as legal, accounting, tax and director fees incurred in managing investments.

### Performance-related fees

MTAA Super pays performance-related fees to some investment managers when the relevant manager produces investment returns that exceed agreed targets. Any performance-related fees are included in the estimated investment fees shown in the table on page 15 and deducted from MTAA Super's investment returns before unit prices are determined.

The estimated performance-related fees for the 2019/20 financial year ranged from 0.00% to 0.30%, depending on the investment option. Past performance-related fees are not a reliable indicator of future performance-related fees. Performance-related fees will vary from year to year depending on the returns that investment managers achieve and the extent to which investments that are subject to performance-related fees form part of a particular investment strategy.

### Transactional and operational costs

Each investment option incurs transactional and operational costs. These typically include items such as:

- brokerage
- buy-sell spreads
- settlement and clearing costs, and
- selling costs or stamp duty on asset transactions including the sale or purchase of property, infrastructure investments and/or private equity investments.

Transactional and operational costs form part of the Investment Fee for each investment option.



The Trustee applies a buy-sell spread in its unit pricing to recover in part the transaction costs incurred in relation to the sale and purchase of the assets of the Fund incurred during the year. The buy-sell spreads for each investment option are determined by estimating the purchase and disposal costs and expected holding period for each asset in the portfolio. Individual asset spreads are weighted to asset class and investment option level. Spreads are reviewed on a regular basis.

Transactional and operational costs vary from year to year particularly with the sale or purchase of large property, infrastructure and/or private equity investments, or with transition of assets between asset managers. The table to the right provides an indicative range of possible transactional and operational costs by investment option.

| Investment Option          | Range         |
|----------------------------|---------------|
| Conservative               | 0.00% - 0.16% |
| Income-Focussed            | 0.00% - 0.24% |
| My AutoSuper (Balanced)    | 0.00% - 0.28% |
| Growth                     | 0.00% - 0.28% |
| Cash                       | 0.00% - 0.02% |
| Diversified Fixed Interest | 0.00% - 0.15% |
| Australian Shares          | 0.00% - 0.32% |
| International Shares       | 0.00% - 0.20% |

## Other costs that aren't included in the investment fee

The table below shows the borrowing and property operating costs which are not included in investment fees:

| Investment option          | Property operating costs | Borrowing costs |
|----------------------------|--------------------------|-----------------|
| Conservative               | 0.17%                    | 0.18%           |
| Income-Focussed            | 0.16%                    | 0.17%           |
| My AutoSuper (Balanced)    | 0.18%                    | 0.20%           |
| Growth                     | 0.17%                    | 0.18%           |
| Cash                       | 0.00%                    | 0.00%           |
| Australian Shares          | 0.00%                    | 0.00%           |
| International Shares       | 0.00%                    | 0.00%           |
| Diversified Fixed Interest | 0.00%                    | 0.00%           |

Borrowing and property operating costs are estimated as at 30 June each year based on the previous 12 months and can change from year to year. These costs do not form part of the investment fee. They are deducted from the revenues of the relevant investment/s prior to distribution of any earnings to the Fund. There were one-off transactions that occurred in financial year ended 30 June 2020 which impacted borrowing and property costs.

Operating costs for direct property, infrastructure and private equity assets (such as rates, cleaning, repairs and maintenance) which are recovered from revenues prior to the distribution of earnings from the investment are excluded from the Investment fee.

### Property operating costs

The Fund incurs expenses for the ongoing management of property assets within its portfolio. This type of expenditure includes expense items such as rates, cleaning and repairs and maintenance which are recovered from revenues such as rent, prior to the distribution of any earnings from the investment. These property operating costs do not form part of the Investment Fee for each investment option.

Costs will vary by investment option depending upon the option's actual asset allocation to the property asset class.

### What is an interposed vehicle?

An interposed vehicle is an investment vehicle through which the Fund may directly or indirectly invest to obtain access to an underlying product or asset.

### Borrowing costs

MTAA Super invests in interposed vehicles which may borrow to purchase underlying assets. Borrowings are most frequently used by the Fund for its investments through interposed vehicles in unlisted property.

The costs associated with any borrowings are recovered from the revenues of the particular investment prior to the distribution of any earnings from the investment and do not form part of the Investment Fee for each investment option.

To the extent that borrowing costs are incurred in relation to specific investments, they represent an additional indirect cost to members in achieving the growth and earnings attributed to those investments.

The estimated borrowing costs borne by each of the Fund's investment options will be dependent upon the proportion of interposed vehicles which utilise borrowing within each asset class and the actual asset allocation of each investment option. Borrowing costs will therefore vary across investment options.

## Other fees and costs

### Family Law fees

If your relationship breaks down, super can be treated as part of a family law property settlement.

There are two fees you may be charged as the result of a Family Law split – one for account information, and the other for splitting your super account.

If you have any questions or concerns relating to your super arising from a family law matter, please refer to the *Family Law and Super Fact Sheet* available at [mtaasuper.com.au/member-factsheets](http://mtaasuper.com.au/member-factsheets) or call us on **1300 362 415**.

| Type of fee or cost             | Amount | How and when paid   |
|---------------------------------|--------|---|
| Fee to request information      | \$80   | Payable by the person making the request at the time of the request.  |
| Fee to facilitate payment split | \$80   | Generally divided between both parties: half is deducted from the member's MTAA Super account and half is deducted from the amount allocated to the spouse. If 100% of the member's account balance is paid to the spouse, the entire payment split fee will be deducted from the amount to be transferred. |

## Defined fees

The definitions below apply to the fees and costs disclosed in the table on page 15. Not all of these will necessarily apply to your MTAA Super account.

### Activity fees

A fee is an activity fee if:

- the fee relates to costs incurred by the Trustee that are directly related to a Trustee activity which:
  - is engaged in at the request, or with the consent, of a member, or
  - relates to a member and is required by law.
- those costs are not otherwise charged as an administration fee, an investment fee, a buy-sell spread, a switching fee, an advice fee or an insurance fee.

*The only activity fees charged by MTAA Super are family law fees.*

## Insurance fees

Eligible MTAA Super members are automatically provided with default cover when they join MTAA Super (subject to terms and conditions). Insurance fees are deducted from members' accounts monthly. For details of insurance fees, refer to the *Insurance Guide*, which forms part of the *MTAA Super Member PDS*, available at [mtaasuper.com.au/member-handbooks](http://mtaasuper.com.au/member-handbooks)

## Administration fees

An administration fee is a fee that relates to the administration or operation of the super fund and includes costs that relate to that administration or operation, other than:

- borrowing costs, and
- indirect costs that are not paid out of the fund that the Trustee has elected in writing will be treated as indirect costs and not fees incurred by the Trustee of the fund or in an interposed vehicle or derivative financial product, and
- costs that are otherwise charged as an investment fee, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.

*MTAA Super charges an administration fee of \$1.50 per week plus 0.15% p.a. of your account balance up to a total administration fee of \$528.00 per annum. The flat rate component of the administration fee (\$1.50 per week) is calculated each Friday and deducted on the last Friday of each month. In a financial year where there are 53 Fridays, this results in a deduction of \$79.50 and a total administration fee of up to \$529.50 for any member who is in the Fund for the full year.*

## Advice fees

A fee is an advice fee if:

- the fee relates directly to costs incurred by the Trustee of the fund because of the provision of financial product advice to a member by the Trustee of the fund or another person acting as an employee of, or under an arrangement with, the Trustee, and
- those costs are not otherwise charged as an administration fee, an investment fee, a switching fee, an activity fee or an insurance fee.

*MTAA Super does not charge an advice fee. You will be charged an advice fee if you agree to receive financial advice from Industry Fund Services (IFS). The initial consultation with IFS is at no additional cost to you. An advice fee will be discussed and agreed with you before any advice is provided.*

## Buy-sell spreads

A buy-sell spread is a fee to recover transaction costs incurred by the Trustee in relation to the sale and purchase of the assets of the fund.

*MTAA Super applies a buy-sell spread to daily unit prices to cover the cost of buying and selling units.*

## Exit fees

An exit fee is a fee, other than a buy-sell spread, that relates to the disposal of all or part of a member's interests in a superannuation entity.

*No exit fee is applied by MTAA Super.*

## Indirect cost ratio

The indirect cost ratio (ICR) for a MySuper product or investment option offered by the fund is the ratio of the total of the indirect costs for the MySuper product or investment option, to the total average net assets of the super fund attributed to the MySuper product or the investment option. A fee deducted from a member's account or paid out of the superannuation entity is not an indirect cost.

*The ICR for each of MTAA Super's investment options is nil because MTAA Super includes all indirect investment costs in its Investment fees.*

## Investment fees

Investment fees relate to the investment of the assets of a super fund and include:

- fees in payment for the exercise of care and expertise in the investment of those assets (including performance fees), and
- costs that relate to the investment of assets of the fund, other than:
  - borrowing costs, and
  - indirect costs that are not paid out of the super fund that the Trustee has elected in writing will be treated as indirect costs and not fees, incurred by the Trustee of the fund or in an interposed vehicle or derivative financial product, and
  - costs that are otherwise charged as an administration fee, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.

*MTAA Super's investment fees are deducted before unit prices are determined, and net investment returns are then applied directly to your account.*

## Switching fees

A switching fee for a MySuper product is a fee to recover the costs of switching all or part of a member's interest in a superannuation fund from one class of beneficial interest in the fund to another.

A switching fee for a superannuation product other than a MySuper product, is a fee to recover the costs of switching all or parts of a member's interest in the superannuation fund from one investment option or product in the fund to another.

*No switching fee is applied by MTAA Super.*

# How super is taxed

In this section we'll look at how super is taxed. Super is generally taxed at a lower rate than other investments, making it a tax-effective way to save for your retirement.

Tax may apply to your super:

- when contributions are made,
- on investment earnings, and/or
- if you access your benefit before age 60.

Your personal circumstances determine the way your super is taxed. We recommend you seek professional financial advice in relation to tax matters.

## Tax on contributions

The tax on super contributions depends on the type of contribution being made, the amount of contributions made in a financial year, the total amount of your income and whether we have your TFN.

The table below shows how the different types of contributions to super are taxed, assuming we have your TFN.

| Type of contribution   | Contributions caps   | Tax payable – up to the contributions cap   | Tax payable – if you exceed your contributions cap  |
|--|--|---|---|
| <b>Before-tax (concessional):</b> <ul style="list-style-type: none"> <li>• employer (SG) contributions</li> <li>• salary sacrifice contributions</li> <li>• personal tax deductible contributions</li> </ul> | <ul style="list-style-type: none"> <li>• \$25,000 per year</li> <li>• If you have less than \$500,000 in super (as at 30 June in the previous financial year) you can carry forward any unused portion of your annual concessional contributions limit for up to 5 years (rolling period). Any unused carried forward amounts expire after 5 years.</li> </ul>   | <p>15% contributions tax is deducted at the time the contribution is credited to your super account.</p> <p>For high income earners, an additional 15% tax will be levied by the ATO – see page 21.</p> | <p>Included as assessable income and taxed at your marginal tax rate plus an additional charge, less a 15% tax offset for the contributions tax paid.</p> <p>If you receive a notice of excess concessional contributions from the ATO, you can choose to have the ATO issue a Release Authority to your super fund of up to 85% of the excess concessional contributions amount.</p> <p>If you don't withdraw the excess contributions, the excess will count towards your non-concessional contributions limit.</p> |
| <b>After-tax (non-concessional):</b> <ul style="list-style-type: none"> <li>• personal after-tax contributions</li> <li>• spouse contributions</li> </ul>  | <ul style="list-style-type: none"> <li>• Up to \$100,000 per financial year, or</li> <li>• up to \$300,000 over a three-financial year period if you're under age 65.</li> <li>• In addition, if your total superannuation balance is over the Transfer Balance Cap (currently \$1.6 million) at the end of the previous financial year, you will not be able to make any non-concessional contributions during the year.</li> </ul> | <p>Nil</p>  | <p>Taxed at the highest marginal tax rate plus applicable levies.</p> <p>If you receive a notice of excess non-concessional contributions from the ATO, you can elect to have the ATO issue a Release Authority to your super fund of the excess non-concessional contributions amount.</p> <p>Any excess non-concessional contributions that remain within a super fund (not refunded) may be taxed twice.</p>   |

### Watch the 30 June deadline

Your concessional contribution limit is based on the contributions received during a financial year.

If you or your employer make a concessional contribution towards the end of the financial year, you need to ensure we receive it in time to process it before the 30 June deadline. Otherwise, your contribution will be processed in the next financial year and will count towards that financial year's contribution limit. This may mean you exceed your limit and end up paying additional tax next year.

### Additional tax on before-tax contributions for high income earners

If your combined income and before-tax (concessional) contributions during an income year are greater than \$250,000, you may be liable to a tax of 15% (known as Division 293 tax) on some or all of those before-tax contributions. This tax is in addition to the contributions tax of 15% deducted by MTAA Super from your before-tax contributions.

If you are subject to Division 293 tax, the ATO will issue a personal assessment to you for the additional 15% tax.

The rules for determining whether you may have incurred a Division 293 tax liability are complex. For more information about Division 293 tax, visit the ATO website at [ato.gov.au](http://ato.gov.au).

### Tax on investment earnings

Investment earnings in super are taxed at a maximum rate of 15%. The actual rate at which MTAA Super pays tax may be less than 15% due to the effect of various tax discounts, credits and offsets. Any applicable tax is deducted from investment returns before unit prices are determined.

### Understanding how tax deductions affect fees

When the Fund receives a tax deduction for a cost or expense, the benefit of that deduction is passed on to members:

- For investment-related costs (such as manager fees, brokerage, custodian and asset consultant fees) the benefit of the tax deduction is passed on to members as fund earnings.
- The benefit of the tax deduction received by the Fund for insurance premiums paid to the Fund's group life insurer is passed back to insured members' accounts as a Tax Credit for Insurance Fees. This effectively results in a lower net insurance fee for insured members.
- The Fund claims a tax deduction for non-investment related expenditure (such as administration and operating costs) each year. The amount of any related tax benefit is paid into the Administration Reserve and used to offset expenditure incurred from the Administration Reserve in managing the Fund. This benefits members by reducing the amount of administration fees which are required to fund the Administration Reserve.

### Tax on benefits

If you're age 60 or over you can withdraw your super tax free.

If you are under age 60, the tax you pay will depend on:

- your age at the time of withdrawal
- the tax components of your benefit
- whether we have your TFN
- whether you are an Australian resident
- the circumstances under which your benefit is withdrawn (for example, concessions apply if you are disabled), and
- whether your benefit is paid as a lump sum or an income stream.

We calculate the tax payable and deduct it from your benefit before it is paid. The table on the next page is a summary and assumes that you have provided your TFN to us.

## Tax payable on the taxed element of your lump sum benefit\*

| Age and status                                | Component and tax treatment  |
|---|--|
| Age 60 or over                                | Tax free.  |
| Preservation age (generally age 55 to age 59) | Tax-free component <sup>1</sup> is tax-free.<br>Taxable component <sup>2</sup> : <ul style="list-style-type: none"><li>• The first \$215,000<sup>3</sup> is tax free.</li><li>• The amount above \$215,000 is taxed at 15% plus the applicable levies.</li></ul> |
| Less than preservation age                    | Tax-free component <sup>1</sup> is tax free.<br>Taxable component <sup>2</sup> is taxed at 20% plus the applicable levies.   |

<sup>1</sup> The tax-free component consists of amounts such as the accumulation of non-concessional contributions, pre-1983 components and invalidity components. If you would like more information about these components, call us on **1300 362 415**.

<sup>2</sup> The taxable component consists of the balance after subtracting the tax-free component. It generally comprises amounts such as the accumulation of concessional contributions and the post-1983 component. If you would like more information about these components, call us on **1300 362 415**.

<sup>3</sup> The \$215,000 benefit limit is indexed in line with Average Weekly Ordinary Time Earnings (AWOTE) each year in \$5,000 increments. This limit applies to all benefits received from any complying super fund.

\* If your benefit includes an untaxed element (such as insurance proceeds), a higher rate of tax may be applicable.

### Don't pay extra tax – provide your TFN

It's important that you provide us with your TFN, otherwise you may end up paying more tax on your contributions or benefits than you need to. If we don't have your TFN:

- we can't accept after-tax (non-concessional) contributions from you
- you'll pay extra tax on your before-tax (concessional) contributions (30% plus applicable levies – on top of the 15% contributions tax payable by MTAA Super), and
- when you're paid a benefit, you may pay the top marginal tax rate of 45% plus applicable levies.

.....  
If you are under 60 and qualify for a benefit, before you withdraw your super, call us to request a benefit quotation which will include an estimate of the tax payable.  
.....

### Payments to temporary residents

If you've been working in Australia on a temporary resident's visa and your visa has expired, you may be able to claim your super when you leave Australia. This type of payment is known as a 'Departing Australia Super Payment' (DASP).

The tax rates payable are:

- tax free component – nil
- taxable component – up to 65% depending on your work status but possibly higher if we do not have your TFN

## Tax on insurance benefits

Insurance benefits received from policies held through super generally have a different tax treatment to any other insurance benefits. The tax payable on a death benefit is set out in the table below.

The tax payable on a TPD benefit varies according to your age, your length of service and the amount you are entitled to. If you become eligible for a TPD benefit, we'll provide details of the tax payable.

Income Protection benefits must generally be included in your assessable income so they are taxable at income tax rates.

### Tax payable on lump sum death benefits

| Paid to:      | Tax treatment:  |
|---------------|---|
| Dependant     | Tax free.   |
| Non-dependant | Tax free component is tax free.<br>Taxable component is taxed up to 15% plus applicable levies.<br>Untaxed component (for example, insurance proceeds) is taxed up to 30% plus applicable levies. |
| Estate        | Paid tax free to the estate initially, then the legal personal representative must determine whether the benefit is paid to a dependant or a non-dependant and withhold tax accordingly.          |

**Note:** A 'dependant' for tax purposes is a spouse (including a de facto or same sex partner), a child under 18 or any other person who was dependent or interdependent on the deceased member. It does not include an adult child aged 18 or more unless the child was also a financial dependant of the deceased member as at the date of death. This definition of 'dependant' differs from the definition that applies to a Trustee's determination about the distribution of death benefits.

## Your privacy is important to us

Protecting your personal information is important to us and is required by law.

MTAA Super only collects the information from you or your employer necessary to administer your fund membership. That information helps us manage your account and keep you up-to-date with the services and benefits available to you as an MTAA Super member. Without the personal information we need about you, we may be unable to properly administer your super.

Any use or disclosure of your information is subject to the terms of our *Privacy Policy*. To read our full *Privacy Policy*, visit [mtaasuper.com.au/privacy](https://mtaasuper.com.au/privacy).

## An important note about your Tax File Number (TFN)

MTAA Super is authorised to collect, use and disclose your tax file number.

MTAA Super may disclose your TFN to another superannuation provider when your benefits are being transferred, unless you request to MTAA Super, in writing, not to disclose your TFN to any other superannuation provider.

Declining to quote your TFN to MTAA Super is not an offence. However, giving your TFN to MTAA Super will have the following advantages:

- MTAA Super will be able to accept all permitted types of contributions to your account/s
- other than the tax that may ordinarily apply, you will not pay more tax than you need to. This affects both contributions to your superannuation and benefit payments when you start drawing down your superannuation benefits
- it will make it much easier to find different superannuation accounts in your name so that you receive all your superannuation benefits when you retire.



# Notification to Employer: Choice of Fund

Please call us on **1300 362 415**  
if you require any assistance.

**Please complete this form using CAPITAL LETTERS**

If you want your super to be paid into MTAA Super, complete this form and give it to your employer. It has all the information your employer needs to administer your choice. If you use this form you do not need to complete the *Standard Choice* form given to you by your employer.

## Section A

### Choice of fund

**I request that all my future Superannuation Guarantee (SG) contributions be made to MTAA Super.**

**Employee name**

**Employee number (if applicable)**

**Date of birth**

**Tax File Number (TFN)**

Under the *Superannuation Industry (Supervision) Act 1993*, you do not have to disclose your tax file number. However, there may be consequences if you do not, such as paying increased tax. See the *Super Guide* at [mtaasuper.com.au/member-handbooks](http://mtaasuper.com.au/member-handbooks). If you do provide your TFN, your employer must provide it to the super fund.

**Member signature**

**Date**

Return this form to your employer. Do not send this to the Australian Tax Office (ATO) or to MTAA Super.

### My chosen fund

MTAA Super is an eligible choice fund.

**Fund name**

M T A A S U P E R A N N U A T I O N F U N D

**Fund (ABN)**

7 4 5 5 9 3 6 5 9 1 3

**Unique superannuation identifier (USI)**

M T A 0 1 0 0 A U

**Telephone**

1 3 0 0 3 6 2 4 1 5

**Email**

C O N T A C T @ M T A A S U P E R . C O M . A U

**Website**

M T A A S U P E R . C O M . A U

**My MTAA Super member number: (if you are already a member)**

## Section A

### Choice of fund (continued)

## Important information for employers

The following information is for your employer. It will help them make super payments on your behalf to MTAA Super.

### Superannuation Guarantee (SG) payment options

Employers have flexible payment options for making SG contributions to MTAA Super.

#### MTAA Super Clearing House

Employers can submit contributions to the MTAA Super Clearing House from their nominated business bank account by EFT.

#### Small Business Superannuation Clearing House

Employers can call the Small Business Superannuation Clearing House on **1300 660 048** or visit **ato.gov.au** for information about how to submit contributions.

## Statement of compliance

Motor Trades Association of Australia Superannuation Fund Pty. Limited is the Trustee of the MTAA Superannuation Fund (the Fund).

1. The Fund is a resident regulated superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993*.
2. The Fund is not subject to a direction under section 63 of the *Superannuation Industry (Supervision) Act 1993* directing the Trustee not to accept any contributions made to the Fund by an employer-sponsor.
3. Subject to any restrictions in the *Superannuation Industry (Supervision) Act 1993* on the acceptance by super funds of certain super contributions, the Fund will accept super contributions made by an employer for the benefit of an employee.

### Register your details

MTAA Super is open to all employers and industries. Employers that register their details with us get access to support and solutions to help them quickly and easily fulfil their super obligations. Employers can register online at **mtaasuper.com.au/employer-join**

### Need help?

Employers can call us on **1300 362 415** for more information about making super payments or meeting their super obligations.

**Email** [contact@mtaasuper.com.au](mailto:contact@mtaasuper.com.au)

**Postal address** Locked Bag 5134, Parramatta NSW 2124

**Trustee** Motor Trades Association of Australia Superannuation Fund Pty. Limited  
ABN 14 008 650 628 AFSL 238 718

**Fund** MTAA Superannuation Fund ABN 74 559 365 913

**mtaasuper.com.au**

**1300 362 415**

# Rollover your super into MTAA Super

Please call us on **1300 362 415** if you require any assistance.

Please complete this form using **CAPITAL LETTERS**

Use this form to transfer (rollover) benefits from another super fund into your MTAA Super account. You can transfer the whole balance or a partial balance.

If you have more than one super account to transfer, call us on **1300 362 415** or download more forms at [mtaasuper.com.au/member-forms](http://mtaasuper.com.au/member-forms). Each transfer request must have your original signature.

## To complete this form:

- read the *Important Information* section on the last page of this form
- follow the instructions shown with a ⓘ
- fill out all mandatory fields marked with a (\*)

## When the form is complete:

- sign the authorisation in Section E
- send the original form to either your **FROM** (transferring) fund or to MTAA Super (your **TO** (receiving) fund)

## Section A

### Personal details

\*Given name/s

\*Family name

\*Date of birth

Mr Mrs Ms Miss Other

\*Street address

\*Suburb

\*State

\*Postcode

Telephone (business hours)

Mobile

Email

\* Gender  Male  Female

Tax File Number (TFN)

Under the *Superannuation Industry (Supervision) Act 1993*, you do not have to disclose your TFN. However, there may be tax consequences if you do not. See 'What happens if I do not quote my TFN?' in *Important Information* Section on the last page of this form.

**Previous address**

If the address held by your **FROM** fund is different to your current address, give details below.

\*Address

\*Suburb

\*State

\*Postcode

Section B

Fund details –  
**FROM**  
(transferring fund)

\*Fund name

\*Fund address

\*Suburb  \*State  \*Postcode

Fund telephone

\*Membership or account number

Australian Business Number (ABN)  Unique Superannuation identifier (USI)

ⓘ If you have multiple account numbers with this fund, you must complete a separate form for each account being transferred.

Section C

Fund details –  
**TO**  
(receiving fund)

Fund name  
M T A A S U P E R A N N U A T I O N F U N D

Fund address  
L O C K E D B A G 5 1 3 4

Suburb  State  Postcode

P A R R A M A T T A N S W 2 1 2 4

Fund telephone  
1 3 0 0 3 6 2 4 1 5

Member or account number

Australian Business Number (ABN)  Unique Superannuation Identifier (USI)

7 4 5 5 9 3 6 5 9 1 3 M T A 0 1 0 0 A U

ⓘ You must check with your TO fund to ensure they can accept this transfer

Section D

Rollover amount

I request a whole balance transfer of super benefits between funds.  
OR  
 I request a partial balance transfer of super benefits between funds.  
The amount to transfer is \$



## Important information

This form cannot be used to:

- transfer benefits if you don't know where your super is,
- transfer benefits from multiple super funds on this one form (a separate form must be completed for each fund you wish to transfer super from),
- change the fund to which your employer pays contributions on your behalf,
- open a super account, or
- transfer benefits under certain conditions or circumstances (for example, if there is a super agreement under the *Family Law Act 1975* in place).

### ① Things to consider when transferring super

Transferring benefits out of your **FROM** fund may close that account. Before closing any super account, it's important to consider:

- a possible reduction in benefit if you leave before retirement
- any loss of other valuable benefits, such as insurance.

You should also make sure your insurance arrangements with MTAA Super are adequate before filling out this form.

For more information read the *Consolidating Your Super* fact sheet at [mtaasuper.com.au/fact-sheets](https://mtaasuper.com.au/fact-sheets)

### ① What happens to my future employer contributions?

Using this form will not change the fund to which your employer pays your contributions. If you want to change your super fund, you need to fill out a *Standard Choice* form. Your employer can provide you with a copy.

To make MTAA Super your fund of choice, fill out a *Notification to Employer: Choice of Fund* form available at [mtaasuper.com.au/forms](https://mtaasuper.com.au/forms) and hand it to your employer.

### ① What happens if I do not quote my Tax File Number (TFN)?

You do not have to give us your TFN. If you don't, your contributions and any benefit payments will be taxed at a higher rate. You also won't be able to make any personal non-concessional (after-tax) contributions.

Choosing to quote your TFN makes it easier to keep track of your super in the future.

Under the *Superannuation Industry (Supervision) Act 1993*, we can collect your TFN and use it for lawful purposes. These purposes may change in the future. If we transfer your super to another fund, we will give that fund your TFN unless you ask us not to in writing.

### ① Have you changed your name or are you signing on behalf of another person?

If you have changed your name or are signing on behalf of the applicant, you will need to provide a certified linking document. A linking document is a document that proves a relationship exists between two (or more) names.

The following table has information about suitable linking documents.

| Purpose                           | Suitable linking documents  |
|-----------------------------------|---|
| Change of name                    | Marriage certificate, deed poll or change of name certificate from the Births, Deaths and Marriages Registration Office |
| Signed on behalf of the applicant | Guardianship papers or Power of Attorney  |

**Email** [contact@mtaasuper.com.au](mailto:contact@mtaasuper.com.au)  
**Postal address** Locked Bag 5134, Parramatta NSW 2124

**Trustee** Motor Trades Association of Australia Superannuation Fund Pty. Limited  
ABN 14 008 650 628 AFSL 238 718

**Fund** MTAA Superannuation Fund ABN 74 559 365 913

**mtaasuper.com.au**  
**1300 362 415**

# Binding Death Benefit Nomination

Please call us on **1300 362 415** if you require any assistance.

Please complete this form using **CAPITAL LETTERS**

Complete this form if you want to make, change or cancel a binding death benefit nomination for your MTAA Super account. Please read the important information on page 34 before completing the form.

**Note:** If you have insurance cover with MTAA Super you may wish to make an election to maintain your cover if your account becomes Inactive for 16 months (refer to [mtaasuper.com.au/member-forms](http://mtaasuper.com.au/member-forms)).

## Section A

### Member details

MTAA Super member number (if known)

Given name/s

Family name

Date of birth

Mr Mrs Ms Miss Other

Street address

Suburb

State

Postcode

Telephone (business hours)

Mobile

Email

This nomination applies to my (select ONE):

Super account  Pension account  Super and pension account

I want to:

Make a new binding nomination  Change an existing binding nomination  
 Cancel an existing binding nomination

## Section B

### Beneficiary details

For this nomination to be valid, the person (or persons) you nominate must be your spouse, child, a financial dependant, or an interdependent at the time of your death. Alternatively, if you want your benefit to be paid to your estate, you can nominate your Legal Personal Representative. If you nominate more than one beneficiary the total for all beneficiaries must equal 100%.

Complete this section if you are nominating a spouse, child, financial dependant or a person in an interdependent relationship with you.

See page 12 for information on who is a dependant.

Section B

Beneficiary details  
(continued)

Name 1  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependant  
Contact number

Name 2  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependant  
Contact number

Name 3  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependant  
Contact number

Name 4  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependant  
Contact number

OR

I wish to nominate my Legal Personal Representative %  .

TOTAL % (must equal 100%)  .



Section C

# Member declaration

I understand the following:

- My beneficiary (or beneficiaries) must be my spouse, my child, a financial dependant, an interdependant or my legal personal representative at the time of my death.
- My beneficiary (or beneficiaries) and I will be bound by the provisions of MTAA Super’s Trust Deed relating to binding death benefit nominations.
- This binding nomination is only valid for three years from the date it was first signed and dated (provided it is subsequently accepted by MTAA Super) or any confirmation or amendment of it.
- I may at any time cancel or change a binding nomination notice in accordance with MTAA Super’s procedures.
- If, at the time of death, a notice is invalid or has not been accepted by the Trustee, the death benefit will be determined by the Trustee at its discretion.
- This declaration must be signed by me in the presence of two witnesses who are not nominated as beneficiaries on this form and are over 18.
- I have read the notes on the reverse of this form setting out the terms upon which this nomination is made, and I understand that these terms are consistent with MTAA Super’s Trust Deed and that I may request a copy of the Deed.
- I acknowledge having read and understood the privacy information in the *Member Product Disclosure Statement* and the *Privacy Policy* available at **mtaasuper.com.au/privacy** or otherwise provided, and consent to personal information being collected and used in accordance with these terms.

**Member signature**

**Date**

Send your completed form to:

**MTAA Super  
Locked Bag 5134  
Parramatta NSW 2124**

Electronic copies not accepted.

Section D

# Witness declaration

I declare that:

- I am over the age of 18 years
- I am not a beneficiary nominated on this form, and
- the member signed this binding nomination in my presence.

**Signature of witness 1**

**Date**

**Print name**

**Date of birth**

**Signature of witness 2**

**Date**

**Print name**

**Date of birth**

**Note: witnesses must sign this form on the same date as the member.**

## Important information

### What is a binding nomination?

When you make a Binding Death Benefit Nomination, you are telling the Trustee of MTAA Super exactly where you would like your super to go if you die. It is called a 'binding' nomination because the Trustee must, by law, pay your benefit to the beneficiary (or beneficiaries) you have nominated (provided your nomination is valid). If you do not make a binding nomination, the Trustee decides how to pay your death benefit.

### Who can be nominated?

The person or persons you nominate must be one or more of:

- your spouse (including de-facto spouse);
- your children (any age);
- a person in an interdependency relationship with you (i.e. persons who live together, where one or both provides for the financial, domestic and personal support of the other);
- any person who is financially dependent on you at the time of your death
- your legal personal representative, which means the executor or administrator of your estate.

Note: at the time of your death, a nominated beneficiary must be alive and fall within one or more of the categories listed above.

### Tax implications

Your nomination may have taxation implications. Tax applies to death benefits paid to non-dependants (as defined in the tax laws). A non-dependant for tax purposes includes a child aged 18 or more (unless financially dependent or in an interdependency relationship with you). For more information about tax applicable to death benefits see the *Super Guide*.

### What is a valid binding nomination?

To be valid, a binding nomination must:

- be made in writing using the form on the previous page
- clearly show the name of the person and their relationship to you, showing that they are allowed to be nominated in a binding nomination (as outlined above)
- include the percentage of the benefit to be paid to each nominated beneficiary, with the total adding to 100%
- be signed and dated by you in the presence of two witnesses, both of whom are over the age of 18 years and are not beneficiaries named in the form
- be received and accepted by MTAA Super.

### How long is a binding nomination valid?

A binding nomination is valid for three years from the day it is signed and dated (provided it is accepted by MTAA Super), so long as you have not cancelled it or changed it. If you have changed it the changes will be valid for three years from the day they are signed.

If your nomination is valid at the time of your death and the proportion of the benefit to be paid to nominated beneficiaries is certain and readily ascertainable from the nomination, we must pay the benefit in accordance with your nomination.

It is important that you update your nomination if your circumstances change. For example, if you had a child after your last nomination was made and the nomination has not expired or been changed to include that child, the child would not receive any part of the benefit.

### Can my nomination become invalid?

Your nomination becomes invalid if:

- any nominated beneficiary has predeceased you
- a nominated beneficiary ceases to meet the criteria of a person able to be a nominated beneficiary
- three years have passed since the nomination was made
- the distribution of your benefit is subject to a court order

### How do I make a new binding nomination?

To make a new binding nomination:

- fill out your details in Section A and tick the box marked 'Make'
- fill out the details of the person or persons you want to have as your nominated beneficiary or beneficiaries in Section B
- sign and date Section C (witnessed by two people)
- have your witnesses sign and date Section D
- send the form to MTAA Super

### How do I change an existing binding nomination?

To change an existing binding nomination:

- fill out your details in Section A and tick the box marked 'Change'
- fill out the details of the person or persons you want to have as your nominated beneficiary or beneficiaries in Section B
- sign and date Section C (witnessed by two people)
- have your witnesses sign and date Section D
- send the form to MTAA Super

Once accepted, this will replace your previous nomination. Your new nomination will last for three years from the day it is signed and dated (provided it is subsequently sent to MTAA Super), or until you change or cancel it.

### How do I cancel an existing binding nomination?

To cancel a new binding nomination:

- fill out your details in Section A and tick the box marked 'Cancel'
- write 'Cancel previous nomination' in the space provided for the names of any beneficiaries in Section B
- sign and date Section C (witnessed by two people)
- have your witnesses sign and date Section D
- send the form to MTAA Super

**Note:** if you cancel a binding nomination, your death benefit will be distributed at the Trustee's discretion. Generally, this is to your dependant(s) or your legal personal representative.

### What happens if my nomination becomes invalid?

If at the time you die your nomination is invalid or you have cancelled it, the Trustee will pay the benefit as if you had never made a binding nomination. The Trustee then decides who is to receive your benefit after considering all potential beneficiaries in accordance with the Trust Deed and superannuation legislation.

### Keeping you informed

We will write to you to confirm your new, changed or cancelled binding nomination. The details of any binding nomination will also appear on your annual statement. Before your nomination expires we will write to you let you know it needs updating. The *Binding Death Benefit Nomination* form is available at [mtaasuper.com.au/member-forms](https://mtaasuper.com.au/member-forms)

### Privacy

With the *Binding Death Benefit Nomination* form, MTAA Super collects only information that is essential for the administration of your nomination. MTAA Super will not use the information about you, your nominated beneficiaries, or your witnesses for any other purpose or pass it to any other organisation without your express permission unless required by law. You should consider consulting your legal adviser before making, changing, or cancelling a binding death benefit nomination.

Email [contact@mtaasuper.com.au](mailto:contact@mtaasuper.com.au)

Postal address Locked Bag 5134, Parramatta NSW 2124

Trustee Motor Trades Association of Australia Superannuation Fund Pty. Limited  
ABN 14 008 650 628 AFSL 238 718

Fund MTAA Superannuation Fund ABN 74 559 365 913

[mtaasuper.com.au](https://mtaasuper.com.au)

1300 362 415

09/20



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1300 362 415  
contact@mtaasuper.com.au  
**mtaasuper.com.au**

Locked Bag 5134  
Parramatta NSW 2124

Trustee: Motor Trades Association of  
Australia Superannuation Fund Pty. Limited  
ABN 14 008 650 628 | AFSL 238 718

MTAA Superannuation Fund  
ABN 74 559 365 913 | USI MTA0100AU

