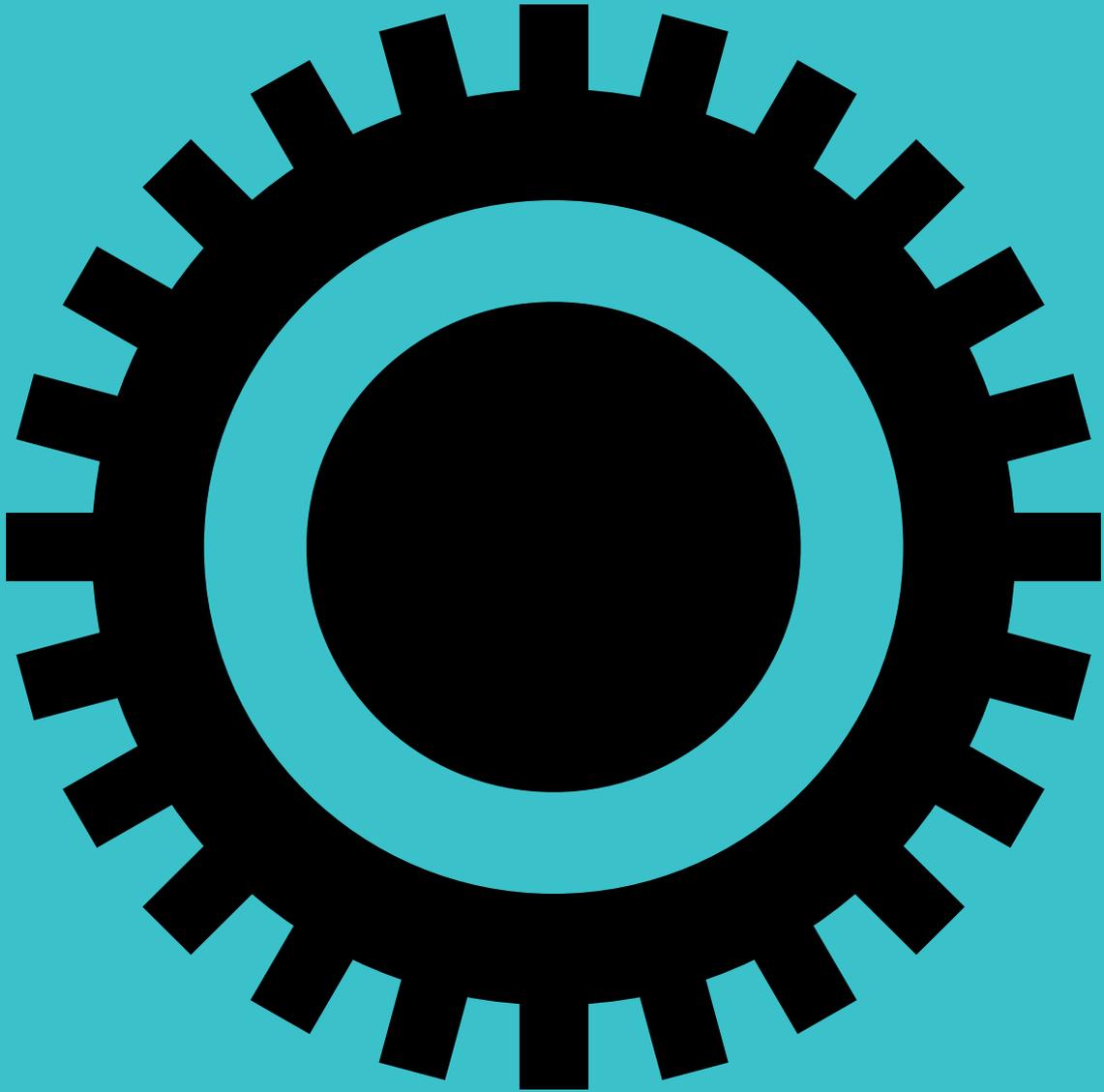


# Super Guide

3 August 2016



The information in this document forms part of the MTAA Super *Member Product Disclosure Statement* (PDS) dated 3 August 2016. 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:

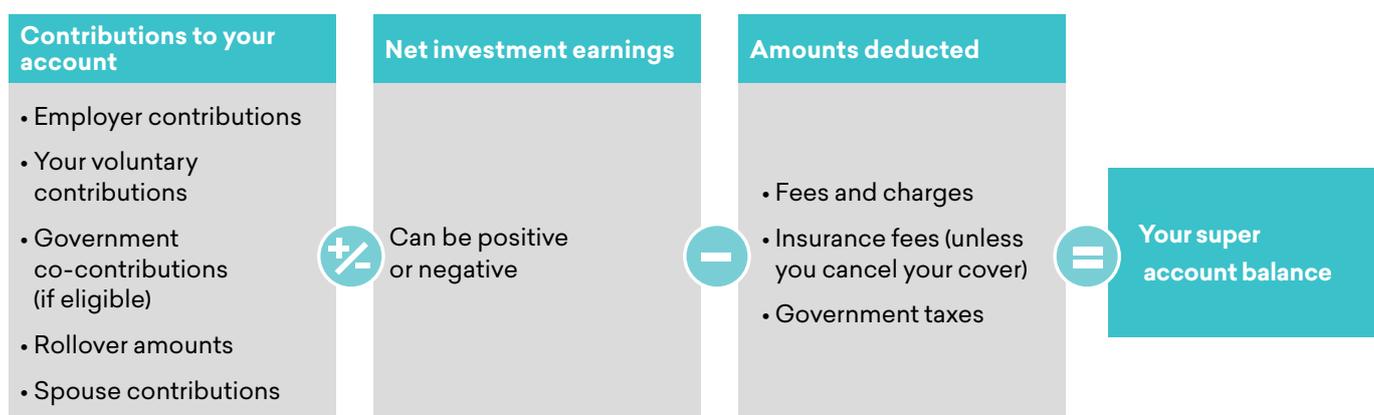
- the types of contributions that can be made to your account and contribution limits
- how and when you can access your super
- types of beneficiaries you can nominate and how you can make a nomination
- fees and costs that apply to your MTAA Super account
- how super is taxed, including when you make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

In the May 2016 Budget, the Federal Government proposed changes to super, including changes to contributions, eligibility conditions, government limits and tax. The information in this guide is based on current law at the date of publication and does not reflect the proposed changes. Should any of these changes become law, we will update our documents accordingly. For the most current information at any time, visit [mtaasuper.com.au/budget](http://mtaasuper.com.au/budget)

# 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, including:
  - Employer contributions
  - Salary sacrifice
- Personal tax-deductible contributions (usually for self-employed people)
- After-tax contributions
- Government co-contribution
- Spouse contributions
- Low Income Superannuation Contribution

### 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](http://mtaasuper.com.au/member-login) or call us on **1300 362 415**.

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

## Before-tax contributions (concessional)

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

Before-tax contributions have tax benefits for many members, as the contributions tax will generally be less than your marginal tax rate. If you're earning less than \$300,000 per year, your super contributions are taxed at 15%. If you're a high income earner (more than \$300,000 per year), you'll pay an additional 15% contributions tax after you lodge your tax return. For more information, refer to the 'How super is taxed' section on page 20 of this Guide.

There are limits to the amount of before-tax (concessional) contributions you can make.

If you are:	Your annual concessional cap is:
Age 49 or over on 30 June 2016	\$35,000
Under age 49 on 30 June 2016	\$30,000

Your concessional contributions cap includes **all** before-tax contributions made to super, and is the annual limit per individual, 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.

For example, if you are under age 49 and earning \$40,000 a year, the contributions made to your super account by your employer will generally be \$3,800 per year. This means that you could contribute a further \$26,200 in before-tax contributions each year before you would reach your contributions cap of \$30,000.

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

If you or your employer make before-tax 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 limit and end up paying additional tax next year.

## 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
2016/17	9.5
2017/18	9.5
2018/19	9.5
2019/20	9.5
2020/21	9.5
2021/22	10.0
2022/23	10.5
2023/24	11.0
2024/25	11.5
2025/26	12.0

### 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.

### 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.

## Personal tax deductible contributions

If you're entirely self-employed or substantially self-employed and under age 75, you may be able to claim a tax deduction on amounts you contribute to super. Substantially self-employed means you earn less than 10% of your total income (including reportable fringe benefits and reportable employer super contributions) from employment or employment-related activities. These contributions are also subject to the following concessional contribution limits.

If you are:	Your annual concessional cap is:
Age 49 or over on 30 June 2016	\$35,000
Under age 49 on 30 June 2016	\$30,000

These annual caps apply to each individual, not per fund. This means that contributions made to your other funds are included in the limit and additional tax will apply to contributions in excess of the limit.

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

- you lodging your tax return, and
- before 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](http://mtaasuper.com.au/member-forms) or by calling us on **1300 362 415**.

## After-tax contributions (non-concessional)

After-tax contributions are those you make from your take home pay (once income tax has been deducted).

You can make after-tax contributions as a regular direct debit from your bank account, 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.

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

- up to \$180,000 each financial year, or
- up to \$540,000 over a three-financial year period, if you're under age 65.

These caps apply to each individual, not per fund.

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

## 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](http://mtaasuper.com.au)
- Direct debit from your financial institution. Complete the *Voluntary Contributions Form* available at [mtaasuper.com.au/member-forms](http://mtaasuper.com.au/member-forms) or by calling us on **1300 362 415**
- Ask your employer to deduct amounts directly from your after-tax salary and remit it with their regular super 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 \$36,021 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 \$36,021 p.a. and less than \$51,021 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.

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)

## 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. A tax offset of 18% for spouse contributions of up to \$3,000 is available if your spouse earns less than \$13,800 in a financial year (including reportable fringe benefits and reportable super contributions). If your spouse has assessable annual income of less than \$10,800, you may be eligible for the maximum rebate of \$540. To be eligible, your spouse must be under age 70 and must meet a 'work test' if they are age 65 or over (see table on page 9).

Any contributions you make for your spouse will count towards 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.

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

## Low Income Superannuation Contribution (LISC)

If your annual taxable income is less than \$37,000, the Government will make a payment of up to \$500 to your super account – regardless of whether you've made a personal contribution. The LISC 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 LISC. If you're eligible, the LISC will be paid into your super account after you lodge your tax return for that financial year. The LISC currently applies to contributions made between 1 July 2012 and 30 June 2017.

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

## Other contributions

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, so if you are considering paying any of these amounts into the Fund, 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	can make SG contributions on your behalf
65 to 74 years	can make personal contributions to super 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 (this is called the 'work test')	can make SG contributions on your behalf
75 and over	can't make personal contributions	can make SG contributions on your behalf
A spouse	can make spouse contributions if your spouse is under 70 years of age. If your spouse is aged 65 or over but under 70, the work test above applies	N/A

If we don't have your TFN, we can't accept after-tax (non-concessional) contributions from you and any before-tax 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 exit 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).

# 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 from your super with this type of pension and lump sum withdrawals are not permitted)
- 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, at least one of whom 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
- 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 Department of Human Services 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**.

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. 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, then 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 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 **binding nomination**, the Trustee is bound to pay your benefit to the beneficiary/ies you have nominated, if your nomination is valid. 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).

## Unclaimed super

In the following circumstances, the Trustee is required to report and pay unclaimed super to the ATO:

- For lost member accounts that do not relate to a defined benefit interest, and either have:
  - a balance of less than \$4,000\*, or
  - been inactive for a period of 12 months, and the Trustee is satisfied that it will never be possible to pay an amount to the member.
- For members age 65 and over where all of the following criteria are met:
  - MTAA Super has not received contributions for the member within the past two years, and
  - it has been five years or more since MTAA Super last had contact with the member, and has been unable to contact the member again after making reasonable efforts.
- For deceased members where all of the following criteria are met:
  - the member has died, and

- the Trustee determines that, under the governing rules of the Fund or by operation of law, a benefit is immediately payable for the member, and
- MTAA Super has not received contributions for the member within the past two years, and
- after making reasonable efforts and after a reasonable period has passed, MTAA Super is unable to ensure that the benefit will be received by the person who is entitled to receive the benefit.

\*This threshold will increase from \$4,000 to \$6,000 from 31 December 2016.

## Transfers to Eligible Rollover Fund

Your account may be transferred to AUSfund (Australia's leading unclaimed super fund). This usually occurs if you have an account balance of less than \$1,000 and MTAA Super has not received an employer contribution for you for more than 12 months.

We will write to you if we intend to transfer your benefit to AUSfund and will outline the full terms of the proposed transfer. If your account is transferred to AUSfund, you cease to be a member of MTAA Super and will not receive benefits such as insurance cover. AUSfund does not provide Death or Total and Permanent Disablement cover. The fees and costs and investment strategy will be different.

For further information, you can contact:

**AUSfund**  
PO Box 543  
Carlton South VIC 3053  
Telephone 1300 361 798

#### 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 costs

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

## Consumer Advisory Warning

### **Did you know?**

Small differences in fund 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 30 years (reduce it from, say, \$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. Your employer might be able to negotiate to pay lower administration 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.

Taxes, insurance fees and other costs relating to insurance are set out in our *Insurance Guide*, which forms 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 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.

The indirect cost ratio for each investment option is different. The indirect cost ratios for each investment option offered by the Fund, including the My AutoSuper (Balanced) option are set out below.

Type of fee	Amount	How and when paid
Investment fee	Nil	N/A
Administration fee	\$1.60 per week plus 0.15% p.a. of your account balance up to a total administration fee of \$533 per annum.	Deducted monthly from your account or proportionally on withdrawal of your investment from the Fund <sup>1</sup> .
Buy-sell spread	Nil	N/A
Switching fee	Nil	N/A
Exit fee	\$96	Applies to both full and partial transfers or rollovers (not cash withdrawals <sup>2</sup> ). The fee is deducted from the member's account balance.
Advice fees <sup>3</sup>	Nil	N/A
Indirect cost ratios <sup>4</sup> (includes the investment costs)	Conservative – 0.39% p.a. (\$39 per \$10,000)  Income-Focussed – 0.54% p.a. (\$54 per \$10,000)  My AutoSuper (Balanced) option – 0.68% p.a. (\$68 per \$10,000)  Growth – 0.68% p.a. (\$68 per \$10,000)  Cash – 0.08% p.a. (\$8 per \$10,000)  Diversified Fixed Interest – 0.45% p.a. (\$45 per \$10,000)  Australian Shares – 0.75% p.a. (\$75 per \$10,000)  International Shares – 0.55% p.a. (\$55 per \$10,000)	Deducted from the earnings of the Fund before net earnings are applied to a member's account. This will be either annually in arrears or when a member switches investment options or withdraws their investment from the Fund.
Other fees and costs	See 'Additional explanation of fees and costs' section.	

1. If you withdrew 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.

2. An exit fee is not charged for benefit payments where a condition of release has been met (for example, retirement, financial hardship, compassionate grounds, death, permanent incapacity or Departing Australia Super Payment (DASP)).

3. 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 cost to you. An advice fee will be discussed and agreed with you before any advice is provided.

4. Indirect cost ratios are calculated at 30 June each year based on the previous 12 months. These may change from year to year. The indirect cost ratios for each investment option are different. Shown here are estimates based on the Fund financial statements for year ended 30 June 2016 and are disclosed gross of income tax. Any benefit of an income tax deduction relating to these costs will be applied to members as part of the crediting rate process for that option. For more information, call MTAA Super on **1300 362 415**. A financial year is from 1 July to 30 June.

**Note:** Additional fees and costs apply. See 'Additional explanation of fees and costs' section for more information.

## Additional explanation of fees and costs

### Performance fees

MTAA Super pays performance fees to some investment managers when the relevant manager produces investment returns that exceed agreed targets. Any performance fees are included in the estimated investment management costs shown in the table on page 15 and deducted from the earnings of the Fund before being allocated to members' accounts.

The estimated performance fees for the 2015/16 financial year ranged from -0.02% to 0.44%, depending on the investment option. Past performance fees are not a reliable indicator of future performance fees. Performance 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 fees form part of a particular investment strategy.

The table below shows the estimated performance fees for each investment option over the last three financial years.

### Estimated performance fees per investment option

Investment option	2015/16 %	2014/15 %	2013/14 %
Conservative	0.04	0.02	0.02
Income-Focussed <sup>1</sup>	-0.02	0.00	N/A
My AutoSuper (Balanced)	0.12	0.05	0.07
Growth	0.16	0.06	0.10
Cash	0.00	0.00	0.00
Diversified Fixed Interest	0.00	0.00	0.00
Australian Shares	0.44	0.03	0.01
International Shares	0.10	0.18	0.28

1. The Income-Focussed option was launched on 1 November 2014.

Performance fees are estimated as at 30 June each year based on the previous 12 months and can change from year to year as demonstrated in the above table. The fees for each investment option shown here are estimates based on the Fund financial statements for the financial years ended 30 June 2014 to 30 June 2016 and are gross of income tax. The figures set out in the table are the current figures at the date of the *MTAA Super Member PDS*. For more information, call us on **1300 362 415**.

## 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 Superannuation Fact Sheet* available at [mtaasuper.com.au/member-factsheets](https://mtaasuper.com.au/member-factsheets) or call us on **1300 362 415**.

## Insurance fees

Eligible MTAA Super members are automatically provided with default cover when they join the Fund (subject to terms and conditions). Insurance fees are deducted from members' account 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](https://mtaasuper.com.au/member-handbooks)

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	\$289	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.

## Fee definitions

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 exit fee, an advice fee or an insurance fee.

### Administration fees

An administration fee is a fee that relates to the administration or operation of the super fund and includes costs incurred by the Trustee that:

- relate to the administration or operation of the fund, and
- are not otherwise charged as an investment fee, a buy-sell spread, a switching fee, an exit fee, an activity fee, an advice fee or an insurance fee.

### Advice fees

A fee is an advice fee if:

- the fee relates directly to costs incurred by the Trustee because of the provision of financial product advice to a member by the Trustee 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 exit fee, an activity fee or an insurance fee.

### 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.

### Exit fees

An exit fee is a fee to recover the costs of disposing of all or part of members' interests in a super fund. MTAA Super's exit fee only applies to full and partial transfers or rollovers from MTAA Super and not to cash withdrawals. No exit fee is charged for benefit payments where a condition of release has been met (for example, retirement, financial hardship, compassionate grounds, death, permanent incapacity or Departing Australia Super Payment (DASP)).

### Indirect cost ratio

The indirect cost ratio (ICR) for a MySuper product or investment option 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 dollar-based fee deducted directly from a member's account is not included in the indirect cost ratio.

### Investment fees

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

- fees in payment of the exercise of care and expertise in the investment of those assets (including performance fees), and
- costs incurred by the Trustee that:
  - relate to the investment of assets of the fund, and
  - are not otherwise charged as an administration fee, a buy-sell spread, a switching fee, an exit fee, an activity fee, an advice fee or an insurance fee.

### Switching fees

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



# 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>• \$30,000 per financial year if you were under age 49 on 30 June 2016, or</li> <li>• \$35,000 per financial year if you were age 49 or over on 30 June 2016.</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% contributions 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 \$180,000 per financial year, or</li> <li>• up to \$540,000 over a three-financial year period if you're under age 65.</li> </ul>	<p>None</p>	<p>Taxed at an overall rate of at least 49%.</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 before-tax (concessional) contribution limit is based on the contributions received during a financial year.

If you or your employer make a before-tax 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.

### Tax for high income earners

A high income earner is someone who has a taxable annual income of over \$300,000 (inclusive of reportable fringe benefits and total net investment losses). High income earners will pay 30% tax on some or all of their before-tax super contributions. If you are subject to this tax, MTAA Super will deduct the 15% contributions tax and the ATO will issue a personal assessment to you for the additional 15%.

### 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. Tax is deducted from investment earnings before crediting rates are calculated and the crediting rate is applied to your account.

### 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.

#### 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.

## 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. Taxable component <sup>2</sup> : <ul style="list-style-type: none"> <li>The first \$195,000<sup>3</sup> is tax free.</li> <li>The amount above \$195,000 is taxed at 15% plus the applicable levies.</li> </ul>
Less than preservation age	Tax-free component <sup>1</sup> is tax free. 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 \$195,000 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.

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 – 38% but possibly higher if we do not have your TFN.

### The benefit of a tax deduction

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

### Tax on insurance benefits

Insurance benefits received from policies held through super generally have a different tax treatment to any other insurance benefits. See the table on the next page for details.

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. Taxable component is taxed at 15% plus applicable levies. Untaxed component (for example, insurance proceeds) is taxed at 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 dependent 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.

## Anti-detriment payment

An anti-detriment payment is a lump-sum amount that is paid in addition to the account balance of a deceased member, if the benefit is being paid out as a lump sum. It represents a refund of contributions tax levied against the deceased member's super entitlements during their lifetime.

The payment is made only if the recipient of the lump-sum benefit is a spouse (including a de facto or same sex partner), an ex-spouse or a child (including an adult child) of the deceased member, and is included in the taxable component of the lump sum.

## 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.

MTAA Super has authorised our service providers, including the Fund Administrator, Insurer and other specialist organisations, to use your personal information to 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). When you join us we ask if you'd like us to find any lost super. If you say yes, we may provide the Australian Taxation Office (ATO) with your personal information to do so. Let us know if you do not want us to release personal information to the ATO for this purpose.

Call us on **1300 362 415** if you wish to see the information we hold about you, find out how it is handled, ask to stop receiving marketing communication or have any other privacy related requests.

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

MTAA Super is authorised to collect your TFN under the *Superannuation Industry (Supervision) Act 1993*. We are required by law to properly safeguard it and to use it only for approved, legislated purposes. These include:

- amalgamating super benefits in the Fund with your consent as required
- advising the ATO of contributions, as required by tax laws
- passing your TFN on to another regulated fund or retirement savings account if your benefit is transferred or rolled over, unless you request in writing that this not be done
- advising the ATO through the Lost Members Register, and
- advising the ATO if we are paying an unclaimed benefit to the ATO in respect of members aged 65 or more or former temporary residents.

You do not have to provide us with your TFN but, as mentioned, there may be consequences if you do not, such as paying extra tax on your contributions or benefits.

The purposes for which we use your TFN and the consequences of not providing it may change as a result of future legislation.

# Notification to Employer: Choice of Fund Form

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, provide this completed and signed form to your employer. It will contain all the information your employer needs to administer your choice, and you can use it instead of the *Standard Choice Form* given to you by your employer.

## Section A

### Choice of fund

**I request that all my future SG contributions be made to MTAA Super.**

**Employee name**

**Employee number (if applicable)**

**Date**

**Tax File Number (TFN)**

Under the *Superannuation Industry (Supervision) Act 1993*, you are not obliged to disclose your tax file number, but 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 your TFN is provided, your employer must provide your TFN 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 your super fund.

### 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)**

**Account name**

## Section A

### Choice of fund (continued)

Employers have flexible payment options for making contributions on your behalf to MTAA Super.

#### **Payment options include:**

##### **MTAA Super Clearing House:**

Your employer can submit contributions to the MTAA Super Clearing House from their nominated business bank account by EFT or direct debit.

##### **Employer SuperSite (ESS)**

Your employer can submit contributions to Employer SuperSite from their nominated business bank account by EFT, BPAY or direct debit.

##### **Small Business Superannuation Clearing House:**

Your employer can call the Small Business Superannuation Clearing House on **1300 660 048** or visit **ato.gov.au** for information on how contributions can be submitted.

**If employees do not complete a *Standard Choice Form* and return to employer, then default fund arrangements will apply.**

#### **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.

**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

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**mtaasuper.com.au**

**1300 362 415**

# MTAA Super rollover initiation request to transfer whole or partial balance of superannuation benefits between funds under the *Superannuation Industry (Supervision) Act 1993*

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

## Authorisation to roll over super into MTAA Super

### Please complete this form using capital letters

If you have more than one account to roll over, call us on **1300 362 415** or you can download an additional form at **mtaasuper.com.au/member-forms**. Each application must have your original signature on it.

**Note: \*Denotes mandatory field. If you do not complete all of the mandatory fields, there may be a delay in processing your request**

### Completing this form

- Read the important information overleaf
- Refer to instructions where indicated with: ①
- This form is for either whole or partial balance transfers

### After completing this form

- Sign the authorisation
- Send the original form to either your **FROM** (transferring) fund or 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

TFN

Under the *Superannuation Industry (Supervision) Act 1993*, you are not obliged to disclose your TFN, but there may be tax consequences if you do not.

① See 'What happens if I do not quote my TFN?'

① **Previous address:** If you know that the address held by your **FROM** fund is different to your current residential address, give details below.

\*Address

\*Suburb

\*State

\*Postcode





## Important information

### ⓘ This transfer may close your account (you will need to check this with your FROM fund).

This form can NOT 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.

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

Using this form to transfer your benefits will not change the fund to which your employer pays your contributions and may close the account you are transferring your benefits **FROM**. If you wish to change the fund into which your contributions are being paid, you will need to speak to your employer about choice. For the appropriate forms and information about whether you are eligible to choose the fund to which your employer contributions are made, visit [ato.gov.au](http://ato.gov.au) or call the Australian Taxation Office on **13 10 20**.

### ⓘ Things you need to consider when transferring your super

When you transfer your super, your entitlements under that fund may cease. You need to consider all relevant information before you make a decision to transfer your super. If you ask for information your super provider must give it to you. Some of the points you may consider are:

- **Fees** – your **FROM** fund must give you information about any exit or withdrawal fees. If you are not aware of the fees that may apply, you should contact your fund for further information before completing this form. The fees could include administration fees as well as exit or withdrawal fees. Your **TO** fund may also charge entry or deposit fees on transfer. Differences in fees funds charge can have a significant effect on what you will have to retire on. For example, a 1% increase in fees may significantly reduce your final benefit.

- **Death and disability benefits** – your **FROM** fund may insure you against death, illness or an accident which leaves you unable to return to work. If you choose to leave your current fund, you may lose any insurance entitlements you have. Other funds may not offer insurance, or may require you to pass a medical examination before they cover you. When considering a new fund, you may wish to check the costs and amount of any cover offered.

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

You are not obliged to provide your TFN to your super fund. However, if you do not provide your TFN, your fund may be taxed at the highest marginal tax rate plus the Medicare levy on contributions made to your account in the year, compared to the concessional tax rate of 15%. Your fund may deduct this additional tax from your account.

If your super fund does not have your TFN, you will not be able to make personal contributions to your super account. Choosing to quote your TFN will also make it easier to keep track of your super in the future.

Under the *Superannuation Industry (Supervision) Act 1993*, your super fund is authorised to collect your TFN, which will only be used for lawful purposes. These purposes may change in the future as a result of legislative change. The TFN may be disclosed to another super provider, when your benefits are being transferred, unless you request in writing that your TFN is not to be disclosed to any other trustee.

### ⓘ 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 contains 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 MTA Superannuation Fund ABN 74 559 365 913

**mtaasuper.com.au**

**1300 362 415**

# Binding Death Benefit Nomination Form

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.

## 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:

**Super account**  **Pension account**  **Super and pension account**

I want to:

**Make**  **Change**  **Cancel** a binding nomination.

## Section B

### Beneficiary details

In order for this nomination to be valid a nominated person must, at the time of death, be your spouse, child, financial dependant or an interdependent. Alternatively, if you wish for the benefit to be paid to your estate then you can nominate your Legal Personal Representative. You may have more than one nominated beneficiary in which case the total amongst all the different beneficiaries must equal 100%.

Complete this section if you are nominating a spouse, child, financial dependant or an interpendant. See page 12 for information on who is a dependant.

**Name 1**

**% of benefit**

**Spouse**

**Child**

**Financial dependant**

**Interdependent**

**Contact number**

Section B

Beneficiary details  
(continued)

Name 2  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependent

Contact number

Name 3  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependent

Contact number

Name 4  % of benefit  .   
 Spouse  Child  Financial dependant  Interdependent

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 nominees 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 if I wish.
- I acknowledge having read and understood the *Privacy Statement* 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**

Section D

# Witness declaration

I declare that I am over the age of 18 years, that I am not a beneficiary nominated on this form and that 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 that the witness must sign on the same date as the member.**

## Important information

### What is a binding nomination?

In order to provide greater certainty about who receives your superannuation benefit if you die, a binding nomination requires that the Trustee of MTAA Super pays your benefit to the person or persons you have nominated. Note: 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 dependant or interdependent). For more information about tax applicable to death benefits see the *Super Guide*.

### Who can be nominated?

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

- your spouse
- your children
- a person in an interdependency relationship
- 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.

It is important to note that, at the time of your death, a nominated beneficiary must be alive and fall within one or more of the categories just listed.

### 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 therefore very 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?

There are several circumstances in which your nomination becomes invalid:

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

### How do I make, change or cancel a nomination?

If you want to make, change or cancel your nomination, you must do the following:

- Make a nomination in Section A. On the nomination form tick the box marked 'Make', complete Section B, sign and date Section C, have it witnessed by two people at Section D and then send the form to MTAA Super.
- Changing an existing nomination in Section A. On the nomination form tick the box marked 'Change', then complete Section B, providing the name of the person or persons you want to have as your nominated beneficiary or beneficiaries. The form must be signed and dated at Section C, witnessed and dated at Section D, and then sent to MTAA Super. Once accepted, this will replace your previous nomination and 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.
- Cancelling a nomination in Section A. On the nomination form tick the box marked 'Cancel' and in Section B write 'Cancel previous nomination' in the space provided for the names of any beneficiaries. You must sign and date the form, have it witnessed by two people at Section D, and then send it to MTAA Super. Note that if you cancel a binding nomination, your death benefit will be distributed at the Trustee's discretion but will generally go 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 would then decide 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, and before your nomination expires we will write to you seeking your instructions. The *Binding Death Benefit Nomination Form* is available at [mtaasuper.com.au/member-forms](http://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.

### Where do I send this form?

Send your completed form to MTAA Super, Locked Bag 5134, Parramatta NSW 2124.

**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

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**mtaasuper.com.au**

**1300 362 415**



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contact@mtaasuper.com.au  
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Parramatta NSW 2124

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