

More about First Super



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Important Information

This information forms part of the First Super Product Disclosure Statement (PDS) for Employer-Sponsored and Personal Members dated 1 July 2024. You should consider this information in conjunction with the First Super PDS before making a decision to invest in First Super.

This document contains a summary of some of the important rules that apply to the First Super superannuation fund (Fund). The rules of the Fund are located in the Trust Deed, insurance policies and the relevant law. In the event of any inconsistency between any document and the rules, the rules of the Fund prevail.

Approved MySuper Product

First Super is an authorised 'MySuper' product provider. MySuper is a Government legislated default superannuation initiative that must meet minimum standards in relation to benefits, investment strategy and fees. Unless an employee nominates a superannuation fund, or has a stapled superannuation fund, all employers must provide their new employees with a MySuper product.



1. Benefits paid by First Super to members

First Super can pay the following benefits to you if you join the Fund and become a member.

Withdrawal benefit

When you leave the Fund, First Super will pay a withdrawal benefit, which is the balance of your member account. You do not have to withdraw your super if you leave your current employer, you can keep your money in the Fund.

Retirement benefit

When permitted by law, you can receive a retirement benefit. Your retirement benefit can be taken as multiple drawdowns. If you have reached your Preservation Age and are still working you may be able to draw on your retirement benefit by using a Transition to Retirement strategy. Otherwise, to begin drawing your retirement benefit:

1. Members aged between 60 and 64 must cease gainful employment with an employer or retire permanently from the workforce
2. Members aged 65 and over can access their retirement benefit at any time.

The current Preservation Age is 60.

Death benefit: nominating beneficiaries

If you die while you are a member of the Fund, your member account balance will be paid as a lump sum death benefit. In addition, any insured benefit may also become payable provided the Insurer admits a claim made for payment. Who will receive your death benefit when you die depends on the law and what you instruct us to do. You have three options:

1. Do nothing, in which case the Trustee will use its discretion to pay your benefit to one or more dependants or your legal personal representative (estate). See the next column for the meaning of dependant.
2. Complete a Binding Nomination
3. Complete a Non-Binding Nomination.

Binding Nomination of Beneficiary: This allows you to provide a written instruction to the Trustee about who you wish to receive your benefit in the event of your death. This can be done by completing a *Beneficiary Nomination Form* from www.firstsuper.com.au/forms and either emailing it to mail@firstsuper.com.au, or mailing the original copy to First Super. The Trustee is legally bound to follow your instruction, provided that the nomination is legally valid and the person(s) nominated qualify for payment under the law as a dependant when the benefit is paid. A Binding Nomination is valid for three years and overrides any Non-Binding benefit nomination you have made.

Non-Binding Nomination of Beneficiary: This allows you to nominate the people you would prefer to receive your death benefit should you die while a member of the Fund. The Trustee will take this into account when making a payment, but will ultimately decide who should receive your death benefit according to the law. Payment will usually be made to one or more of your dependants or your legal personal representative.

Tax on death benefits

Death benefits paid to dependants (generally limited to your spouse and minor children) are tax-free.

The 'taxable component' of a death benefit paid to non-dependants will be taxed at special rates. For more information, contact the Australian Taxation Office (ATO) on **13 10 20**.

Who is a dependant?

Under superannuation law, a dependant is generally a child, spouse (including a de facto or same sex spouse) financial dependant, or a person with whom you have an interdependency relationship. Two people may have an interdependency relationship if:

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

An interdependent relationship can also exist if a close personal relationship exists but the other requirements for interdependency are not satisfied because of a physical, intellectual or psychiatric disability that requires a person to live in an institution.

1. Benefits paid by First Super to members (continued)

Terminal Illness benefit

If you are diagnosed as having a terminal illness while you are a member of the Fund, the balance of your First Super account may become payable while you are still alive. In addition, any insured Death benefit (up to a maximum insured amount of \$5 million) may also become payable, provided that the Insurer accepts your claim for payment.

Total and Permanent Disablement benefit

If you become totally and permanently disabled (TPD), the balance of your First Super account may become payable. In addition, any insured TPD benefit may also become payable if the Insurer accepts your claim for payment.

Income Protection benefit

If you are totally or partially disabled due to illness or injury and unable to work, and you hold Income Protection benefit insurance cover through the Fund, you may receive a monthly income (75% maximum rate) plus up to 10% of salary to cover superannuation contributions to your First Super account to help you meet living expenses and other financial commitments for up to two years, provided the Insurer accepts your claim for payment.

Insurance cover issued in error

Insurance cover issued in error is invalid. If you have been allocated any insurance cover by First Super and it is subsequently discovered you were ineligible to receive it for any reason (unless you breached your duty of disclosure or your duty to take reasonable care not to make a misrepresentation), all premiums paid will be refunded to your account along with an allowance for any investment earnings lost.

Financial Hardship and Compassionate benefits

The criteria set by the Government for payment of these benefits is summarised below. The Government may change these criteria at any time.

To be eligible for a Financial Hardship benefit you must have:

- been in receipt of a specified Commonwealth income support payment (e.g. Newstart Allowance) for a continuous period of 26 weeks and be unable to meet immediate family living expenses
- received Commonwealth income support payments for a cumulative period of 39 weeks after reaching Preservation Age and not be gainfully employed on a full-time or part-time basis on the date of the application.

Applications may be lodged with the Trustee and will be assessed according to the relevant law – approval is not automatic.

Applications for a Compassionate benefit must be submitted to the Australian Taxation Office (ATO) and include needing money to pay for:

- medical treatment and medical transport for you or your dependant
- making a payment on a home loan or council rates so you don't lose your home
- modifying your home or vehicle to accommodate you or your dependant's severe disability
- palliative care for you or your dependant
- expenses associated with the death, funeral or burial of your dependant.

To apply for a Compassionate benefit please refer to the ATO website, or contact the ATO by phone on 13 28 65.

Other benefits

First Super allows members to transfer super into one of our two retirement products at no cost. We have two retirement products:

- Transition to Retirement account
- Retirement Income account.

For more information about these products see the *Your retirement* booklet. Generally:

- a Transition to Retirement account can provide a tax-effective income stream while you are still working to help you ease your way into retirement
- a Retirement Income account lets you convert your super into regular income in retirement, while still allowing you to draw down lump sums when it suits you.

First Super can also offer help with financial planning. See 'Financial advice' on page 8.

1. Benefits paid by First Super to members (continued)

Restrictions on benefit payments

The Government has placed restrictions on when you can claim superannuation benefits. In general, access depends upon the 'preservation' classification that applies. There are three classes of preservation:

- 1 Unrestricted non-preserved benefits: These are benefits that are generally rolled over from another super fund, but could have been cashed previously; they can be paid to you at any time.
- 2 Restricted non-preserved benefits: These benefits are not preserved, but they cannot be cashed until you leave service with your current employer or are otherwise eligible.
- 3 Preserved benefits: All contributions and earnings paid or accruing from 1 July 1999 are preserved in the superannuation system until an approved benefit can be paid (for example, through retirement, death, disability or commencement of a retirement income account).

Preservation of benefits is complex and the Government may change the rules from time to time. You can contact First Super for up-to-date information.

Payment restrictions

The Fund is subject to a range of legislation, some of which means that benefit payments cannot be made to any person unless that person provides sufficient identification material to comply with the Anti Money Laundering and Counter Terrorism Financing Act 2006 (Cth).

Withdrawing super

Since the purpose of super is to accumulate retirement savings, you generally cannot withdraw your money from super until you retire permanently from the workforce, and after reaching Preservation Age.

The current Preservation Age is 60.

See page 3 for more details about withdrawing super benefits.



2. How a First Super member account works

The value of each member's investment is recorded in their First Super account. Except for the Income Protection benefit, benefits paid by the Fund are paid from or include the balance of your First Super account.

The balance of your First Super account equals the total contributions and transfers paid into your First Super account, less tax, fees and charges, insurance premiums and any previous withdrawals or transfers out of your First Super account plus investment gains or losses.

Investment earnings are calculated monthly as a crediting rate and are applied to your First Super account when you leave the Fund or as at each 30 June after deduction of investment tax, fees, and costs.

If you leave the Fund between monthly crediting rate declarations, an interim crediting rate is applied to your account balance from the date of the last monthly rate declaration to the date of payment. The interim crediting is determined on a weekly basis and is an estimate of investment earnings of the Fund for the period. The Trustee may at its discretion apply an interim crediting rate to partial withdrawals.

Crediting rates, including interim crediting rates, can be positive or negative depending on investment performance. The actual returns are based on the performance of the underlying investments and First Super does not guarantee or promise any specific rate of return.

If you die while a member of the Fund, your First Super account will remain invested in the investment option(s) you used prior to your death until it is paid out.

The Trustee reserves the right to adjust investment earnings where it believes it would be unfair or a breach of fiduciary duty not to act to protect the interests of members of the Fund.

Each year you will receive an annual member statement for the previous financial year. The statement sets out the performance of your First Super account during the year and includes information about your balances, investment performance, transactions and any insurances you may hold. The member statement detailing your First Super account at 30 June is sent to you after the Fund is audited, usually in October each year. By waiting until after the audit is complete we can be more certain that information sent to you is accurate.

First Super also produces an Annual Report which is made available on our website. Members and sponsoring employers can obtain a printed copy of the First Super Annual Report for free each year by calling us on **1300 360 988** or emailing mail@firstsuper.com.au.



2. How a First Super member account works (continued)

Types of contributions

Employer contributions

In most cases, Superannuation Guarantee (SG) law requires an employer to contribute a percentage of your ordinary time earnings to superannuation. Currently, the SG is equal to 11.5% of your annual salary (subject to salary cap).

In most cases, you can choose where your super contributions are paid using a *Choice of Fund Form*. Since 1 November 2021, if you don't choose your own super fund when starting a new job, your employer will pay contributions to your 'stapled' (existing) super fund. If you don't have a stapled fund, they will pay contributions to their employer-nominated fund.

Contributions made by you

You can choose to make voluntary contributions to your account, in addition to contributions made by your employer.

Concessional (before-tax) contributions

Before-tax (salary sacrifice) contributions are deducted by your employer from your before-tax salary and may reduce the amount of income tax you pay. Speak to your employer to organise before-tax contributions.

Carry-forward concessional contributions

The carry-forward rule gives you the opportunity to maximise your contributions. Starting 1 July 2018, you can carry forward any unused amounts in your concessional contributions caps to future years, if your balance is less than \$500,000. The concessional contributions cap is \$30,000 per year and includes employer contributions, salary sacrifice and personal tax-deductible amounts. See the below example for how this works.

Non-concessional (after-tax) contributions

After-tax contributions include lump sum or regular payments you make directly to your super account from your take-home pay. By making after-tax contributions, you may be eligible for a Super co-contribution from the Government (see below). To make after-tax contributions, complete a Contribution form, available at www.firstsuper.com.au/forms

Government Co-contributions

Under the co-contribution scheme, the Government pays a contribution into the super account of eligible low to middle income earners who make after-tax contributions to super. If you earn under \$45,400 p.a., make after-tax contributions of \$1,000 (about \$20 a week) and meet eligibility requirements, you'll receive the maximum co-contribution of \$500. If you earn up to \$60,400 p.a. your after-tax contributions may still be eligible for a smaller co-contribution. For full eligibility details, visit www.firstsuper.com.au/superannuation/grow-my-super/

You can also consider spouse contributions (see page 16 for details), spouse contribution splitting, downsizer contributions and first home super saver contributions. Visit www.firstsuper.com.au/superannuation/grow-my-super/ for details.

KiwiSaver transfers

First Super is one of just a few Australian super funds that also accepts KiwiSaver transfers from New Zealand. Visit www.firstsuper.com.au/kiwisaver to find out more.

Carry-forward rule in action

The carry-forward rule allows you to carry forward any unused concessional contributions cap into future years.

For example, if you contributed \$15,000 to super in the 2023/24 financial year when the contribution cap was \$27,500, you would have \$12,500 left to roll into the next financial year. So in 2024/25 (when the contribution cap is \$30,000), you could contribute a total of \$42,500 in concessional contributions using the carry-forward rule (\$12,500 + \$30,000). We recommend seeking financial advice as conditions do apply.

i You should read the important information about contributing to super and the rules on withdrawing money from super before making a decision. Go to the *How super works* section of the Australian Securities and Investments Commission (ASIC) website at www.moneysmart.gov.au. The material relating to contributing to super and withdrawing money from super may change between the time when you read this Statement and the day when you acquire the product.

3. Financial advice

First Super offers members a range of financial advice services. As an industry super fund, First Super does not pay commissions to financial planners. Below is a list of the types of financial advice available to First Super members.

General advice

You can obtain general advice from a First Super Member and Employer Services Coordinator or from our Member Services Team. This advice will be general in nature and can help you understand what you need to know about contributions, investment options, insurance, commencing a Transition to Retirement income account, or drawing a regular income from your super in retirement. This advice is not based on your personal circumstances and will not include a recommendation on what you should do.

Personal advice

Personal advice is provided by a Financial Planner. They will consider your personal and financial situation, as well as your goals and objectives, and make a recommendation about what you should do. Personal advice is always provided to you in writing.

Our Financial Planners are licensed by and authorised representatives of Industry Fund Services Limited (ABN 54 007 016 195, AFSL 232514). The cost of advice will depend on the type of advice you get. For more information about the cost of advice and the remuneration of our financial planners please see page 12.

Accessing advice

Advice can be provided over the phone, by video conference or in person (where possible). Contact the Member Services Team on **1300 360 988** or go to www.firstsuper.com.au/advice for more information.

4. Who manages First Super?

The Trustee manages the First Super superannuation fund (Fund/First Super). The Trustee of First Super is First Super Pty Ltd (ABN 42 053 498 472 AFSL 223988), which is responsible for ensuring that the Fund is managed in accordance with the Trust Deed and the relevant law. First Super is a regulated Fund, required to be audited and to lodge an annual return with the Australian Prudential Regulation Authority (APRA) and the Australian Securities and Investments Commission (ASIC) each year.

The Board of the Trustee is made up of a number of employer and employee nominated Directors and two Independent Directors. The Trustee may appoint an Associate Director who is given the opportunity to observe how the Fund is managed.

Employee Directors are nominated by the Manufacturing Division of the Construction, Forestry and Maritime Employees Union (CFMEU).

- Employer Directors may be nominated by employer associations or employers
- Two Independent Directors are jointly appointed by the other Directors.

The Directors of the Trustee will change from time to time and the composition of the Board may also change over time. You will find details of the Board of Directors in the First Super Annual Report each year or by visiting the 'About us' section of www.firstsuper.com.au.

Service providers

First Super appoints professional advisors and service providers to help with the day-to-day running of the Fund. These are appointed following a process of due diligence.

An up-to-date list of the advisors and service providers First Super uses is available on the First Super website, www.firstsuper.com.au.

5. Fees and other costs

Did you know

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and 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.

To find out more

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

This section shows fees and other costs that you may be charged. These fees and other costs may be deducted from your money, from the returns on your investment, or from the assets of the superannuation entity as a whole. Other fees, such as activity fees, advice fees for personal advice 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, insurance fees and other costs relating to insurance are set out in another part of this document.

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



5. Fees and other costs (continued)

Fees and costs summary

First Super

Type of fee or cost	Amount	How and when paid
Ongoing Annual Fees and Costs¹		
Administration fees and costs	\$1.87 per week	Calculated and deducted from accounts at the end of each month, and paid into the Fund's administration reserve ⁴ .
	Plus, 0.18% p.a. of your account balance	
	Plus, 0.02% p.a. of your account balance (estimated*)	This is the cost of providing education and intrafund advice to members. It is paid by the Fund and is not deducted from your account.
Investment fees and costs²	Balanced 0.56% p.a. of the option's assets	This is a cost of making investments. It is paid by the Fund and is deducted from the Fund's gross investment earnings before net earnings are credited to your account balance.
	Cash 0.00% p.a. of the option's assets	
	Conservative Balanced 0.44% p.a. of the option's assets	
	Growth 0.57% p.a. of the option's assets	
	Shares Plus 0.60% p.a. of the option's assets	
Transaction costs	Balanced 0.13% p.a. of the option's assets	This is a cost of making investments. It is paid by the Fund and is deducted from the Fund's gross investment earnings before net earnings are credited to your account balance.
	Cash 0.02% p.a. of the option's assets	
	Conservative Balanced 0.17% p.a. of the option's assets	
	Growth 0.09% p.a. of the option's assets	
	Shares Plus 0.07% p.a. of the option's assets	
Member Activity Related Fees and Costs		
Buy-sell spread	Nil	Not applicable.
Switching fee	Nil for the first two switches each financial year.	Deducted from your account when the switch is processed.
	\$30.00 for each subsequent switch.	
Other fees and costs³	Various	Deducted from your account where applicable.

*These fees are estimates only, based on the latest information available. The fees and costs for subsequent years will vary depending on the actual fees and costs incurred by the Trustee in managing the investment option.

- 1 If your account balance for a product offered by the superannuation entity is less than \$6,000 at the end of the entity's income year, certain fees and costs charged to you in relation to administration and investment are capped at 3% of the account balance. Any amount charged in excess of that cap must be refunded.
- 2 Investment fees and costs include an amount of between 0.00% and 0.02% for performance fees. The calculation basis for this amount is set out under 'Additional explanation of fees and costs' set out on pages 10 to 11.
- 3 Other fees and costs, such as activity fees, advice fees for personal advice, or insurance fees, may apply. Refer to 'Additional explanation of fees and costs' set out on pages 10 to 11.
- 4 Where the cost of operating the Fund is greater or less than the total amount of fees deducted, this difference is applied to the administration reserve. The Fund claims a tax deduction for administration costs each year, which is paid into the administration reserve.

Example of annual fees and costs for the Balanced option

This table gives an example of how the ongoing fees and costs for the Balanced option for this superannuation product can affect your super investment over a 1 year period. You should use this table to compare this superannuation product with other superannuation products.

First Super Balanced (MySuper) option	Balance of \$50,000
Administration fees and costs	For every \$50,000 you have in the superannuation product, you will be charged or have deducted from your investment \$100 in administration fees and costs, plus \$97.24 regardless of your balance.
PLUS Investment fees and costs	And , you will be charged or have deducted from your investment \$280 in investment fees and costs.
PLUS Transaction costs	And , you will be charged or have deducted from your investment \$65 in transaction costs.
EQUALS Cost of product	If your balance was \$50,000 at the beginning of the year, then for that year you will be charged fees and costs of \$542.24 for the superannuation product.

Note: Additional fees may apply.

5. Fees and other costs (continued)

Cost of product

Cost of product for 1 year

The cost of product gives a summary calculation about how ongoing annual fees and costs can affect your superannuation investment over a 1 year period for all investment options. It is calculated in the manner shown in the *Example of annual fees and costs*.

The cost of product information assumes a balance of \$50,000 at the beginning of the year. (Additional fees such as a buy-sell spread may apply; refer to the *Fees and costs summary* for the relevant superannuation product or investment option.)

You should use this figure to help compare superannuation products and investment options.

First Super investment options	Cost of product
Balanced	\$542.24
Cash	\$211.42
Conservative Balanced	\$500.07
Growth	\$526.71
Shares Plus	\$532.91

Additional explanation of fees and costs

Administration fees and costs

Administration fees and costs are the fees and costs which relate to the administration or operation of First Super. They include fees charged by the Trustee in relation to the administration and operation of First Super, distribution costs, costs that relate to administration or operations met through the use of reserves, and indirect costs that relate to administration or operations. Examples of administration fees and costs include the cost of administration and custody services, audit costs, product development costs, costs associated with providing member communications, costs related to trustee insurances, staff costs for member services and product teams, and overhead costs like information technology.

Investment fees and costs

Investment fees and costs are expenses that relate to the investment of the assets of First Super. They include base and performance related fees paid to investment managers, management fees charged in investment vehicles, asset consulting fees, bank fees, custodian fees and internal costs related to the management of First Super's assets. Investment fees and costs in respect of all investment options are based on the actual fees and costs incurred over the previous financial year. The actual amount of investment fees and costs will vary from year to year and will be shown in that year's annual report. These amounts are paid from the assets of each investment option before we calculate unit prices, and are not deducted directly from your account. The benefits of any expenses included within the investment fees that are tax deductible are indirectly passed on to members through the net investment earnings allocated to member accounts. Refer to the *Fees and costs summary* above for investment fees and below for the estimated performance-related fees.

Performance fees

In certain circumstances, First Super agrees, as part of the fees payable to an investment manager, to pay a performance fee. Performance fees are payable to investment managers if they outperform required performance targets. Some managers provide clawback provisions where performance fees are refunded in the event of underperformance, which may result in negative performance fee figures.

The performance fees payable vary between the underlying investment managers and may change from year to year. These performance fees are included within the investment fee and are borne by members invested in an investment option before investment earnings are declared and applied to their account. Investment fees can change as a result of changes to the performance fees.

Government regulations require the Trustee to disclose performance fee calculations on the basis of accrued performance fees averaged over the previous five financial years. In broad terms:

- Each performance fee relevant to an investment option is averaged;
- Any clawback (a refund or reduction of a performance fee due to poor performance) is factored in;
- The resulting averages are totalled to give the performance fee for the investment option; and
- The total is then added to the Investment Fees and Costs as outlined in the *Fees and costs summary*.

The Trustee has estimated performance fees for each investment option based on information provided by First Super's investment managers for the previous five financial years. The amount of performance fees paid by First Super in each year will rise and fall depending on the level of performance the relevant managers generate. The actual amount of performance fees that you will incur in the current and subsequent financial years depends on the investment option you are invested in, and the amount of performance fees accrued in relation to that investment option from year to year.

The estimated average annual performance fee for each of First Super's investment options is as follows:

First Super investment options	Average performance fee per year
Balanced	0.02%
Cash	0.00%
Conservative Balanced	0.00%
Growth	0.01%
Shares Plus	0.02%

5. Fees and other costs (continued)

Transaction costs

Transaction costs are costs associated with the buying and selling of underlying investments and include buy–sell spreads, brokerage, settlement costs (including related custody costs), clearing costs and stamp duty of investment transactions (depending on the nature of the underlying investments or assets).

The transaction costs for each of the investment options also includes costs incurred outside First Super, in or through underlying investment vehicles (interposed vehicles) used by the Fund or its investment managers, where applicable, and costs debited from reserves that, in a period, exceed amounts credited to reserves in that period that are also transaction costs.

Examples of costs that are incurred by our underlying investment managers or through interposed vehicles in relation to the buying and selling of assets include brokerage and settlement costs on share trading and buy–sell spreads of or incurred by unitised managed funds. Part of these spreads may be paid to an external product issuer or manager.

Transaction costs vary depending upon the different asset classes and investment managers within each investment option, and estimates of these are shown in the table below.

Estimated transaction costs are based on information provided by underlying investment managers for the previous financial year and are reflected in (and recovered through) the unit price of the underlying fund managers or gross earnings the Fund receives from non-unitised investments.

Transaction costs are not an additional charge to members as they are reflected in the calculation of unit prices.

First Super investment options	Transaction costs per year
Balanced	0.13%
Cash	0.02%
Conservative Balanced	0.17%
Growth	0.09%
Shares Plus	0.07%

Low balance account fee cap

If your account balance is less than \$6,000 at the end of the financial year, the total combined amount of administration fees and costs, and investment fees and costs charged to you is capped at 3% of the account balance. If you only hold an account for part of the financial year, the 3% cap will apply to your account on a pro rata basis calculated from the day you commence your membership of the Fund. Any amount charged in excess of that cap will be refunded.

Activity fees

Activity fees that may apply to your account include family law fees, advice fees and insurance fees.

Family Law fees

The following fees apply for actions under the *Family Law Act 1975 (Cth)*:

Request for information: \$55.00, charged to the Member's First Super account if the Member makes the request, charged to the person making the request if requested by another party.

Process a payment split: \$55.00, charged to the Spouse account if established in the Fund, or paid by the Spouse if established elsewhere.

Process a flagging agreement: Nil

Advice fees

The cost of advice will depend on the type of advice you receive.

Where personal advice is limited to a member's First Super account only, there is no additional cost. It is covered by your administration fees and costs. This type of personal advice includes the best ways to make extra contributions, choosing investments, reviewing insurance cover held through First Super, using a Transition to Retirement strategy and drawing down super in retirement.

Where personal advice covers topics that go beyond your First Super account (such as increasing eligibility for the Age Pension and including your partner's situation when they have super elsewhere), this is known as comprehensive advice and will incur a fee.

Fees for personal advice will be disclosed upfront and you are not obligated to proceed with advice. If you decide to go ahead with advice, you must accept the fees in writing first.

If you receive advice about your First Super account from an external financial adviser not employed by First Super, we can only deduct the fee for this advice from your account provided we can be satisfied that the fee is legally allowed to be applied to your account. We will require documentation from your financial adviser to determine if the fee can be deducted and the amount that can be taken from your First Super account.

Financial planner remuneration

Our financial planners are employed by First Super and paid a salary. Our financial planners do not receive commissions. The remuneration for advisers forms part of the Administration fees and costs.

Insurance fees

Insurance fees (or premiums) will apply if you have insurance cover and will depend on the level and type of cover you have – see section 8 of the Product Disclosure Statement.

Insurance fees are deducted directly from your account as long as there is sufficient funds to pay the fees and eligibility requirements are still met.

Government tax and charges

Applicable Government taxes and charges will be deducted from your First Super account.

These deductions will be shown on your annual member statement. Please see the 'Taxation of Super' section (pages 14–16) for more information. If applicable, the fees are shown inclusive of GST after applying reduced input tax credits (which lower the effective rate of GST). Where it is possible to do so, the benefits of any tax deduction are applied to the benefit of members of the Fund in the form of lower costs or higher net earnings.

5. Fees and other costs (continued)

Fee increases or changes

First Super reserves the right to change the fees charged at any time without your consent. Should fees increase, we will ensure you are notified in writing at least 30 days before any increase takes effect.

In addition to the fees shown above, the Trustee may also pay the following out of the Fund:

- any new, special, unexpected or increased tax, fee or levy required by the Government or a Government regulator
- any new, special, unexpected or increased cost passed on by a service provider
- any additional cost deemed necessary or appropriate by the Trustee for the proper operation of the Fund.

Where these are not met by fees charged to members, they may be reflected in the Trustee's calculation of indirect costs.

Defined fees

Activity fees

A fee is an activity fee if:

- a) the fee relates to costs incurred by the trustee of the superannuation entity that are directly related to an activity of the trustee:
 - i) that is engaged in at the request, or with the consent, of a member; or
 - ii) that relates to a member and is required by law; and
- b) those costs are not otherwise charged as administration fees and costs, investment fees and costs, transaction costs, a buy-sell spread, a switching fee, an advice fee or an insurance fee.

Administration fees and costs

Administration fees and costs are fees and costs that relate to the administration or operation of the superannuation entity and includes costs incurred by the trustee of the entity that:

- a) relate to the administration or operation of the entity; and
- b) are not otherwise charged as investment fees and costs, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.

Advice fees

A fee is an advice fee if:

- a) the fee relates directly to costs incurred by the trustee of the superannuation entity because of the provision of financial product advice to a member by:
 - i) a trustee of the entity; or
 - ii) another person acting as an employee of, or under an arrangement with, the trustee of the entity; and
- b) those costs are not otherwise charged as administration fees and costs, investment fees and costs, a switching fee, an activity fee or an insurance fee.

Buy-sell spreads

A buy-sell spread is a fee to recover costs incurred by the trustee of the superannuation entity in relation to the sale and purchase of assets of the entity.

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.

Insurance fees

A fee is an insurance fee for a superannuation product if:

- a) the fee relates directly to either or both the following:
 - i) insurance premiums paid by the trustee, or trustees, of a superannuation entity in relation to a member or members of the entity;
 - ii) costs incurred by the trustee, or the trustees, of a superannuation entity in relation to the provision of insurance for a member or members of the entity; and
- b) the fee does not relate to any part of a premium paid or cost incurred in relation to a life policy or a contract of insurance that relates to a benefit to the member that is based on the performance of an investment rather than the realisation of a risk; and
- c) the premium and costs to which the fee relates are not otherwise charged as administration fees and costs, investment fees and costs, transaction costs, a switching fee, an activity fee or an advice fee.

Investment fees and costs

Investment fees and costs are fees and costs that relate to the investment of the assets of a superannuation entity and includes:

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

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 entity from one class of beneficial interest in the entity 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 part of a member's interest in the superannuation entity from one investment option or product in the entity to another.

Transaction costs

Transaction costs are costs associated with the sale and purchase of assets of the superannuation entity other than costs that are recovered by the superannuation entity charging buy-sell spreads.

6. Taxation of super

! Don't pay more tax than you need to – provide your Tax File Number

If you don't provide your Tax File Number (TFN) to First Super, employer and salary sacrifice contributions will be taxed at the top marginal rate. Personal contributions cannot be accepted at all without a TFN. It is very important that you are aware of the consequences of not providing us with your TFN when you join First Super. However, you are not obliged to provide your TFN.

Providing your Tax File Number (TFN)

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

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

Providing your TFN is voluntary. It is not an offence if you choose not to provide it. If you do not provide us with your TFN however, the following consequences may apply:

- Your super contributions will not attract concessional tax rates, and you may pay significantly more in tax.
- You cannot make personal after-tax contributions to your fund. If you do, we will have to return the funds to you within 30 days.
- We will not be able to receive the government's co-contribution scheme, if you are eligible for it.

Providing your TFN will also make it easier for us to trace different superannuation accounts in your name.

You may provide your TFN orally or in writing (including electronically). Your member statements show whether you have supplied your TFN. **If you have not supplied us with your TFN but would like to do so, please contact us on 1300 360 988.**

Tax on contributions

All employer contributions, pre-tax (salary sacrifice) contributions and personal tax deductible contributions are subject to 15% contributions tax, which is deducted upon receipt by the Fund. Division 293 tax applies to certain super contributions to reduce the concessional tax treatment of those contributions made for very high income individuals. The high income threshold is \$250,000. An individual's income is added to certain super contributions and compared to the high income threshold. Division 293 tax is payable on the excess over the threshold, or on the super contributions, whichever is less. The rate of Division 293 tax is 15%.

Claiming deductions for personal super contributions

You may be able to claim a tax deduction for personal super contributions that you made to your First Super account from your after-tax income, for example, from your bank account directly to your First Super account.

People eligible to claim a deduction for personal contributions include people who get their income from:

- salary and wages
- a personal business (for example, people who are self-employed contractors, or freelancers)
- investments (including interest, dividends, rent and capital gains)
- government pensions or allowances
- super
- partnership or trust distributions
- a foreign source.

The personal super contributions that you claim as a deduction will count towards your concessional contributions cap.

Members must complete a copy of the ATO's *Notice of intent to claim or vary a deduction for personal contributions form* [NAT 71121] before claiming a deduction. This must be submitted to the Fund by the earlier of:

- the time of lodgement of the person's tax return
- the end of the financial year following the year the contribution was made.

The Fund must acknowledge receipt of this deduction notice. A Trustee can refuse to acknowledge a deduction notice in certain circumstances.

For more information contact the ATO on **13 10 20**.

6. Taxation of super (continued)

Concessional contributions

The limit is \$30,000* a year for all ages.

- Concessional contributions in excess of the cap are taxed at your marginal tax rate. You have the option to withdraw any excess concessional contributions from the Fund without penalty. Concessional contributions include employer contributions and salary sacrifice and personal tax-deductible amounts.

* This limit is reviewed each financial year.

Non-concessional contributions

For members aged less than 75 years, the limit is \$120,000 a year.

Members under 75 years may be eligible to contribute up to \$360,000 over a rolling three-year period using the bring-forward rule depending on their super balance.

- You have the option to withdraw any excess non-concessional contributions from the Fund without penalty. Related earnings will be included in your assessable income and taxed at your marginal rate, less 15% tax offset.
- Non-concessional contributions in excess of the cap may attract tax of 47% if they remain in the Fund.

(See www.firstsuper.com.au/voluntary-contribution or contact 1300 360 988 for details)

Tax on investment earnings

First Super investment earnings and capital gains may be taxed at up to 15%. This tax may be offset by deductions such as franking credits and expenses

Tax is taken into account when setting crediting rates so that crediting rates are quoted after tax and the benefit of tax deductions is passed onto members.

Tax on lump sum retirement and withdrawal benefits

- Benefits are tax-free from age 60.
- When you become entitled to a benefit prior to age 60 for example, if you receive a TPD claim, part of the benefit may be taxable.
- When you claim a benefit prior to age 60, First Super will give you a statement showing the breakdown of your benefit into tax-free and taxable. The tax-free component includes, for example, your personal after-tax contributions and an allowance for superannuation benefits arising from employment under old tax rules before July 1983. The taxable component forms the balance of your benefit, including employer contributions and investment earnings.

- The tax-free component is always paid tax-free. If you are under 60, the entire taxable component will be taxed at 20% plus the Medicare levy.

Warning: Tax will be withheld at the top marginal rate (45% plus the Medicare levy) if First Super has not been given your TFN. See 'Providing your Tax File Number (TFN)' on page 14.

Tax on death benefits

- Death benefits paid to dependants (generally limited to your spouse and minor children) are tax-free.
- The 'tax-free component' of a death benefit paid to non-dependants will be tax-free.
- The 'taxable component' of a death benefit paid to non-dependants will be taxed at special rates.

For more information, contact the Australian Taxation Office (ATO) on 13 10 20.

Tax on Total and Permanent Disablement benefits

A higher 'tax-free component' is likely to apply for TPD benefits than for retirement and resignation benefits. The proportions depend on a number of factors including your age and length of past and prospective eligible service at the date of payment. The amount is calculated for each individual at the date of payment. For more information contact the ATO on 13 10 20.

Tax on Income Protection benefits

Income Protection benefits will form part of your assessable income and are taxed at your personal marginal income tax rate. Pay As You Go (PAYG) taxation is deducted from any payments made to you and a Payment Summary is issued annually so you can include these payments in your assessable income for the financial year.

Tax on Income Protection benefits paid as super

If part of your Income Protection benefit is paid in the form of superannuation contributions, those contributions will be subject to 15% contributions tax deducted on receipt by the Fund.

6. Taxation of super (continued)

The information contained in this document may change at any time without notice. Please contact Member Services on **1300 360 988** for current information.

i Important points about spouse contributions

If you make superannuation contributions for your low-income spouse, you may be eligible for a tax offset. This is subject to various conditions, including an income test for your spouse.

- The spouse contribution tax offset applies only to people who are married or who are in a de facto relationship
- To qualify for the tax offset, you must both be Australian residents and the spouse receiving the contributions must be under age 75 with an assessable income of \$37,000 or less. If the spouse is over age 67 they must meet the work test or satisfy an exemption. The offset progressively reduces and then no longer applies when the spouse's income reaches \$40,000 or more.
- Spouse contributions are added to their tax-free component, which means they aren't subject to contributions tax and those contributions won't be taxed when the money is withdrawn from the Fund at retirement
- Spouse contributions count towards the receiving spouse's non-concessional contribution cap
- The usual superannuation restrictions apply in terms of access to benefits. If the receiving spouse has never worked, the money cannot be accessed until they reach age 65, or on death.

For more details contact the ATO on **13 10 20**.



7. Other important information

Communicating with our members

If you have provided us with your email address and phone number, you consent to First Super sending you information about your account, First Super's products and services and marketing communications, including third-party products and services, via email, my firstonline account, SMS, Mobile App or phone, in accordance with First Super's Privacy Policy. You can change your preferences at any time by calling the Member Services Team on **1300 360 988**, through firstonline or the Mobile App.

Superannuation surcharge

The superannuation surcharge payable by high income earners on contributions and termination payments made on or after 1 July 2005 has been abolished. However, the Australian Taxation Office (ATO) continues to send assessments relating to prior years. Should First Super receive such an assessment, we will deduct the charge directly from your account.

It's your money, so stay in touch

It's important that you tell us if you change address so you continue to receive all the information issued by First Super. You can do this via our member portal, firstonline, at www.firstsuper.com.au/login, or you can call, email or write to us. If we do lose track of you because we don't have your current address, you will be classified as a 'lost member'. You will also be classified as a 'lost' member if your account has been inactive in certain circumstances. If you are classified by us as a 'lost member', your details will be sent to the ATO and included on the ATO's Lost Members Register. The ATO can be contacted on **13 10 20**.

Lost members and inactive members

A 'lost member' is a member who:

- is uncontactable:
 - First Super does not have an address for the member;
 - two written communications sent to the member's address have been returned unclaimed; and
 - First Super has not received a contribution or rollover for the member within the last 12 months; or
- is inactive:
 - has been a member for more than two years;
 - joined First Super under a standard employer-sponsored arrangement; and
 - First Super has not received a contribution or rollover for the member within the last five years.

A member is not a lost member if:

- within the last two years, First Super has verified that the member's address is correct and has no reason to believe that the address is now incorrect; or
- the member is permanently excluded from being a lost member.

Inactive low-balance accounts

A super account is an inactive low-balance account if:

- the account has not received a contribution or rollover for 16 months;
- the account balance is less than \$6,000;
- the member has not met a condition of release; and
- there is no insurance on the account.

However, an inactive low-balance account is deemed to be active if any of the following have occurred within the past 16 months:

- the member changed their investment options;
- the member changed their insurance coverage;
- the member made or amended a binding beneficiary nomination;
- the member gave the fund written notice electing not to be a member of an inactive low-balance account;
- First Super was owed an amount in respect of the member.

Unclaimed money

First Super is required to transfer your account balance as unclaimed money to the ATO if:

- you are over 65, First Super has not received a contribution or rollover for you within the last two years and it has been over five years since First Super last had contact with you and is unable to contact you after making reasonable efforts
- the member has died, First Super has not received an amount in respect of the member for two years and is unable to ensure that your death benefit is received by the person who is entitled to receive it after making reasonable efforts and after a reasonable period of time has passed
- you are a 'lost member' and your account balance is less than \$6,000
- you are a 'lost member' and First Super has not received an amount in respect of you for 12 months and holds insufficient details to confirm the account owner
- your account is an inactive low-balance account.

In some instances, the benefits of former temporary residents who have left Australia and those of the non-member spouse under a Family Law payment split will also be classified as unclaimed monies and paid to the ATO.

If we receive money for a member without a valid application and we are unable to refund the money for any reason, the money will be paid to ASIC as an unclaimed lost benefit.

If you wish to claim benefits that have become unclaimed super monies, visit the ATO's website at www.ato.gov.au/super or call them on 13 10 20.

If First Super is required to transfer your account to the ATO we will attempt to advise you of this.

7. Other important information (continued)

Combining your super

If you have more than one super account, it can be hard to keep track of your money and you may be paying multiple sets of fees. To combine other super you have into your First Super account go to www.firstsuper.com.au/combine or use the *Combine Your Super Form* in this PDS.

Before combining your super, you should consider any fees and costs that may apply and the impact on your insurance cover and any other benefits. When you combine your super account, any insurance you have with your other super fund does not automatically transfer. If you want to transfer your cover, you will need to do this before combining your super. You should wait until you have received written confirmation from us that your cover has transferred before combining your super. For more information about transferring your cover, please read the Insurance Guide at www.firstsuper.com.au/PDS.

Temporary Residents (Departing Australia Super Payments)

In the event a former temporary resident has unclaimed superannuation, First Super relies on an ASIC exemption 2019/873 which means that it is not obliged to notify or give an exit statement to a former temporary resident in circumstances where member accounts are transferred to the ATO Commissioner under Division 3 of Part 3A of the *Superannuation (Unclaimed Money and Lost Members) Act 1999*. You also have rights to claim such amounts under that Act. For more information please contact us.

Effect of being sent to the ATO

If your account is or has been sent to the ATO or to another fund for consolidation:

- you will cease to be a member of First Super
- any insurance cover you had with First Super will cease
- your account becomes subject to the rules of the institution that received it.

Privacy Statement

First Super takes the utmost care with your personal information and only collects information that is necessary for your membership. This information is used:

- to establish your membership account
- to process contributions
- to enable benefit payments
- for correspondence
- to search for any unclaimed benefits you may have
- to keep you informed about membership opportunities.

If you don't want us to contact you about these opportunities, please let us know in writing. The personal information First Super collects from you, or through your employer, includes your contact details, date of birth and Tax File Number. Over time this will be supplemented with financial and other information necessary to administer your First Super membership.

If we need to make a benefit payment to you, we will need further information from you such as identification documents. This is in order to ensure correct payment details. To assess your eligibility for insurance cover or for the assessment of a claim, more information may be collected from you or your medical practitioners or from your employer.

First Super will only collect such information with your consent. First Super has strict security measures in place and the staff members who handle your personal information have the knowledge, skills and commitment to protect it from unauthorised access or misuse. To request a copy of this PDS, Target Market Determination or any of the other important information referred to in this PDS, call us on **1300 360 988**.

First Super outsources the administration of its member and employer records to an external administration company, and contracts with life insurers and other service providers to provide services to you. They and other service providers may access and use your personal information for the purpose of performing agreed services on behalf of or in association with the Trustee.

Your personal information will not be used or disclosed for any other purpose without your consent, except where required or authorised by law. We are required by law to report specified transactions and suspicious activity to the relevant Government authorities. This includes obtaining and checking certain identity proofs before paying a benefit and, on other occasions, as specified in the relevant law.

As a member of First Super, you may ask to see the information held about your membership and to have it corrected if necessary. If you would like further details on the personal information that First Super holds and how it is used, call **1300 360 988**.

If you believe that a breach of your privacy may have occurred in relation to your First Super membership, write to:

First Super Privacy Officer
PO Box 666
Carlton South, VIC 3053

You can find a copy of First Super's Privacy Policy here www.firstsuper.com.au/privacy-policy.

If you would like more information about the Privacy Act or wish to complain about a privacy issue, you can contact the Office of the Australian Information Commissioner on **1300 363 992** or visit the website at www.oaic.gov.au.

7. Other important information (continued)

MetLife Privacy Statement

Our insurer, MetLife, also has a privacy policy that applies to members with insurance through First Super.

Your privacy with MetLife Insurance Limited ABN 75 004 274 882 AFSL 238096 ('MetLife' or the 'Insurer')

The personal information you provide is necessary for MetLife to provide you with the products and services you have requested from MetLife. You do not have to provide MetLife with your personal information, but if you do not do so MetLife may not be able to provide you with the products or services. MetLife complies with the *Privacy Act 1988* and the principles laid out in its Privacy Policy which details information about the entities that MetLife usually discloses personal information to (including overseas recipients), how you may access or seek correction of your personal information, how we manage that information and our complaints process.

MetLife's Privacy Policy is readily available and can be viewed at www.metlife.com.au/privacy.

Complaints

The Trustee has established a procedure to deal with member complaints fairly. All complaints will be handled in a courteous and confidential manner, and will be properly considered and dealt with within 45 calendar days (unless the complaint relates to a death benefit distribution, in which case we'll respond no later

than 90 calendar days after the expiry of the 28-calendar day period for objecting to a proposed death benefit distribution). If you have a complaint please contact First Super by writing to:

Superannuation Complaints Officer
First Super
PO Box 666
Carlton South, VIC 3053
Phone: 1300 360 988
Email: complaints@firstsuper.com.au

Once the Trustee has investigated your complaint, you will receive a written reply explaining the Trustee's decision. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

www.afca.org.au

info@afca.org.au

1800 931 678 (free call)

About the information in this document and the PDS

All the information and documents that make up the PDS were up-to-date at the time of preparation. The Trustee will amend the PDS or withdraw it from circulation in the event of any material alteration occurring to information contained in the PDS.

This PDS is a summary. The rules governing the Fund are contained in a Trust Deed and legislation. Insurance benefits are also subject to the terms of an insurance policy(ies). A copy of the Trust Deed and insurance policy(ies) are available on request. In the event of a dispute the insurance policy(ies), Trust Deed and relevant law will prevail over the PDS.

If you invest in First Super and there is a change that affects your investment we will tell you about it. Where a change is not materially adverse we will notify you through our website www.firstsuper.com.au.

Where a change is materially adverse we will write to you or provide a publication that explains the change as soon as possible and, if practical, before the change occurs.

Some changes such as a change in fees must be notified to you in advance. You can obtain a paper copy of information appearing on our website for no charge.

By becoming a member of the Fund, applicants agree to be bound by the Trust Deed and any amendments. Neither First Super Pty Ltd nor any service provider to the Fund guarantees the performance of the Fund, the repayment of capital or any particular rate of return.

Service providers named in this document had given and not withdrawn consent to be named at the date of publication.

The information contained in this document and the PDS is general information only and does not take into account your individual objectives, financial situation or particular needs. You should seek the advice of a professional investment advisor before making an investment decision. You should read the PDS before making any decision regarding this product. To request a copy of this PDS, Target Market Determination or any of the other important information referred to in this PDS, call us on **1300 360 988** or visit www.firstsuper.com.au.



Want to know more? We're here to help.

If you would like to join First Super or have any questions, please contact Member Services today.



1300 360 988
(8am to 6pm weekdays AEDT)



mail@firstsuper.com.au



First Super, PO Box 666,
Carlton South, VIC 3053



firstsuper.com.au



**Download the First Super app
to manage your account**



Keep in touch

It's important you tell us if you change address, phone number or email address to continue to receive all information issued by First Super.

Issued by First Super Pty Ltd (ABN 42 053 498 472, AFSL 223988), as Trustee of First Super (ABN 56 286 625 181). July 2024. This document contains general advice which has been prepared without taking into account your objectives, financial situation or needs. You should consider whether the advice is appropriate for you and read the Product Disclosure Statement (PDS) before making any investment decisions. To obtain a copy of the PDS or Target Market Determination, please contact First Super on **1300 360 988** or visit our website at **firstsuper.com.au/pds**. Past returns are not an indicator of future returns.

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First Super Pty Ltd as Trustee of First Super ABN 56 286 625 181