

# Generation Life

## Tax Effective Equity Income Fund



### PRODUCT DISCLOSURE STATEMENT

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13 July 2021

#### Issuer

Generation Life Limited

ABN 68 092 843 902    AFS Licence 225408

#### Investment Manager

Martin Currie Australia, a division of Legg Mason Asset Management

Australia Limited (part of Franklin Resources, Inc)

ABN 76 004 835 849    AFS Licence 240827

## About this Product Disclosure Statement

This Product Disclosure Statement is issued by Generation Life Limited ('Generation Life', 'we', 'our' or 'us') ABN 68 092 843 902 AFS Licence 225408. If any part of the Product Disclosure Statement (such as a term or condition) is invalid or unenforceable under the law, it is excluded so that it does not in any way affect the validity or enforceability of the remaining parts.

Under this Product Disclosure Statement, Generation Life is offering Retail Class policy interests in Benefit Fund UMF 42 (referred to as the 'Generation Life Tax Effective Equity Income Fund' or 'Fund') established by Generation Life under the Life Insurance Act 1995 (Cth) ('Life Act') and Generation Life's Product Rules. Generation Life is a regulated life insurance company within the meaning of the Life Act. This Product Disclosure Statement is a summary of the significant information relating to the Fund.

The issue of this Product Disclosure Statement is authorised solely by Generation Life. Apart from Generation Life, neither its parent company, Generation Development Group Ltd ACN 087 334 370, nor any of its related entities are responsible for any statement or information contained within the Product Disclosure Statement relating to the Fund.

Investment in the Fund is subject to investment risk, including loss of income and capital invested. None of Generation Life, its parent company or any related entities promise or guarantee the performance of the Fund (whether express or implied) including any particular level of investment returns or that it will achieve its investment objectives or the return of your capital invested.

This Product Disclosure Statement may contain forward looking statements which are subject to known and unknown risks, uncertainties and other important factors that could cause the actual results, events, performance or achievements of the Fund to be materially different from those expressed or implied in such statements. Past performance is not indicative of future performance.

The information provided in this Product Disclosure Statement is general information only and does not take account of your personal financial or taxation situation or needs. You should consider obtaining financial or taxation advice relevant to your personal circumstances before investing.

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Please note all references to dollar amounts in this Product Disclosure Statement are in Australian currency.

### Updated information

The information contained in this Product Disclosure Statement may change from time to time. Where the changes are not materially adverse to you, the updated information may be published on our website. For updated information not contained in this Product Disclosure Statement, please visit our website at [www.genlife.com.au](http://www.genlife.com.au), contact your financial adviser, email us at [enquiry@genlife.com.au](mailto:enquiry@genlife.com.au) or call us on 1800 806 362.



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Adviser services 1800 333 657

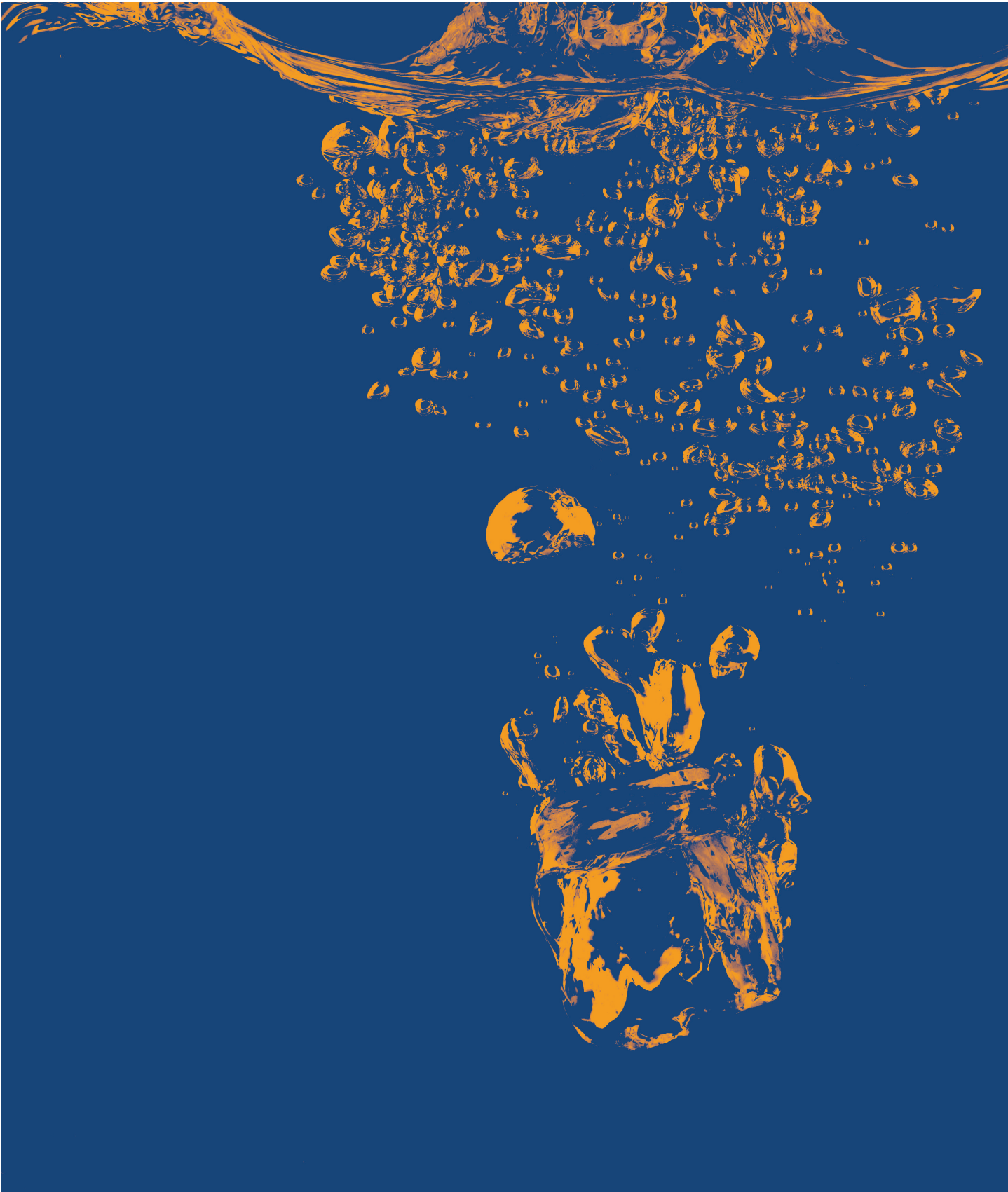


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## A tax aware approach to investing.

Generation Life was established in 2004 and has, for over 17 years, sought to provide investors with innovative and highly tax-effective investment opportunities. Our latest innovation in tax aware investing has been several years in the making and comes after significant research, development and testing in terms of both after-tax investment outcomes and operational structure.

What has become clearer over recent times is that when considering the relative merits of an investment, not only should the merits of the investment strategy be considered, but also how those returns are delivered and the after-tax proceeds that an investor can expect to receive.

Too often investors are attracted by headline returns but don't necessarily consider what return outcome they will experience after paying their share of tax on any income and gains generated. While tax shouldn't be the sole determinant of the merits of an investment, it is important for it to be as tax efficient as possible. The less tax that is paid, the more that can be re-invested or used for other purposes.

The Generation Life Tax Effective Equity Income Fund has been developed with the aim of delivering highly tax effective returns in the hands of the investor – the Fund's objective is to deliver to investors an attractive and regular after-tax income stream that grows at the rate of inflation over the long term.

The Fund has been designed for the long-term investor who is seeking a growing and highly tax-effective income earnings profile by investing in a diversified portfolio of high-quality companies.

Our unique structure and approach to managing after-tax outcomes for investors, coupled with Martin Currie Australia's investment expertise is designed to deliver an optimal and regular after-tax return outcome for investors.

## Outthinking today.



# Summary of key information



| Feature                     | Summary  | Section |
|-----------------------------|--|---------|
| <b>Investment objective</b> | The Fund's investment portfolio aims to generate an income yield above the S&P/ASX 200 Franking Credit Adjusted Index and to grow this income above the rate of 'inflation'.   | 17      |
| <b>Investing</b>            | <p>A minimum initial investment amount of \$25,000 is required.</p> <p>Applicants can apply online at <a href="http://www.genlife.com.au/EIFRT/apply">www.genlife.com.au/EIFRT/apply</a> and pay their application monies by BPAY®.</p> <p>Minimum additional investment amounts of \$5,000 following the establishment of the investment can be made.</p> <p>A Regular Savings Plan facility is available with a minimum monthly investment amount of \$500 required with the option to automatically increase regular savings amounts by up to 25% each investment year.</p> | 22      |
| <b>Investment timeframe</b> | <p>Investors should consider an investment in the Fund as a medium-term investment.</p> <p>A minimum investment period of five years is recommended.</p>   | 17      |
| <b>Regular payments</b>     | The option to receive regular quarterly payments reflective of the after-tax yield of the underlying investment portfolio.   | 14      |
| <b>Liquidity</b>            | Access is available at any time. A minimum one-off withdrawal request amount of \$5,000 applies.   | 23      |
| <b>Valuations</b>           | The Fund's value is generally determined daily based on the underlying net asset value of the Fund.  | 26      |
| <b>Fees and costs</b>       | <p>There are fees and costs payable in relation to the Fund.</p> <p>1.20% p.a. of the investment class' share of the Fund's total value.</p> <p>Certain additional expenses apply.</p>   | 29      |
| <b>Taxation</b>             | <p>The estimated long-term effective average annual rate of tax expected for the Fund is between 10-15% of the Fund's net earnings. Refer to the 'How the Fund operates' section on page 12 for further information.</p> <p>Transfer of ownership is permitted and normally without any personal capital gains tax consequences.</p> <p>Before investing in the Fund, you should obtain your own independent tax advice, which takes into account your own circumstances.</p>  | 12 & 26 |

| Feature                   | Summary   | Section |
|---------------------------|---|---------|
| <b>Tax reporting</b>      | Simplified tax reporting with no need to provide a tax file number.   | 16      |
| <b>Estate planning</b>    | EstatePlanner can be used as a simple and effective way of passing on wealth to the next generation, without the potential complications of wills, trusts and estates. Arrange for transfer of ownership at a future date or have investment proceeds distributed to nominated beneficiaries on death tax-free. | 20      |
| <b>Investment manager</b> | The investment manager is Martin Currie Australia which is a division of Legg Mason Asset Management Australia Limited (part of Franklin Resources, Inc).   | 11 & 18 |
| <b>Who can invest?</b>    | Individuals (including joint investors) and trusts (including deceased estates) can invest.   | 19      |
| <b>Risks</b>              | Like any investment of this type, there are risks associated with investing in the Fund. Returns are not guaranteed. For information about the specific risks associated with the Fund, see 'Risks of investing'.   | 28      |
| <b>Online access</b>      | Track your investment and download reports by signing up for Investor Online at <a href="http://online.genlife.com.au">online.genlife.com.au</a>  | 27      |



## Key features

### About the Fund

The Generation Life Tax Effective Equity Income Fund has been designed to provide the ability to receive a regular quarterly payment for investors looking for a regular income stream. Alternatively, you can choose to retain the payment within your investment.

The Fund seeks to generate a tax optimised return and a growing income stream by investing in a diversified portfolio of high-quality companies.

The Fund is suited to investors that require a regular payment or income stream that broadly corresponds to the dividend yield of the S&P/ASX 200.

While it is recommended that your investment is held for at least five years, the Fund provides you access to funds at any time with no requirement to hold your investment for a minimum period of time.

## Investment benefits

The Fund provides you the opportunity to receive a tax-effective investment return - the estimated long-term effective annual tax rate for the Fund is between 10-15% of the Fund's net earnings (refer to the 'How the Fund operates' section on page 12 for further information).

Other benefits of investing in the Fund include:

The flexibility for you to receive a tax-effective regular payment

Exposure to an actively managed portfolio of Australian income-orientated listed securities

Access to your funds at any time

Minimal ongoing tax reporting

Access to Martin Currie Australia's investment expertise together with Generation Life's tax-effective product management expertise

The flexibility to securely manage wealth transfer and estate planning outcomes

## Who is the Fund suitable for?

The Fund has been designed to suit the needs of a wide range of investors.



### High income earners

Investor's on higher marginal tax rates or investors looking to manage their marginal tax rate position.



### To fund regular expenses

Used to fund regular expenses such as school fees.



### Pre-retirement – transitioning to retirement

Where access to superannuation is not available and a tax-effective regular income stream is required.



### Alternative income source

Looking for a regular payment stream with exposure to a diversified portfolio of listed Australian shares.



### In retirement

An additional source of regular cashflow with no limits on how much can be contributed.



### Need certainty with distributing wealth and estate planning

Provide for future generations tax-free and with certainty and peace of mind.



## About Generation Life and Martin Currie Australia



### Generation Life

As the pioneer of Australia's first truly flexible investment bond, we have been at the forefront of providing innovative tax-effective solutions since 2004. Today we are a leading specialist provider of investment solutions – with over \$2.0 billion invested with us to date.

Generation Life is a life insurance company regulated by the Australian Prudential Regulation Authority ('APRA') and our parent company, Generation Development Group Ltd, has been listed on the Australian Stock Exchange (ASX:GDG) since 2007. Generation Life is responsible for the overall management of the Fund, including the administration, meeting all prudential requirements, tax management and the appointment of the investment manager.

Our focus is to continue to provide Australians with market leading tax-effective investment solutions that provide a flexible investment alternative to meet their personal and financial goals. Our investment solutions are designed to help you grow your wealth, meet your day-to-day investment needs and to help you plan for your future needs including the transfer of wealth to the next generation.



## Martin Currie Australia

We have appointed Martin Currie Australia as the investment manager of the Fund. Martin Currie Australia benefits from the resources, oversight and support of Martin Currie Investment Management, an active specialist equity investment manager headquartered in Edinburgh, Scotland. Founded in 1881, the investment manager has had a significant presence in Australia through Martin Currie Australia, dating back to 1954.

Martin Currie's investment strategies are underpinned by the quality of its in-depth fundamental research and skilled portfolio construction, undertaken by its deeply resourced and highly experienced team of investment professionals. Martin Currie's approach to active ownership is at the heart of its active management proposition, and its highly differentiated approach to the analysis of Environmental, Social and Governance (ESG) factors, is embedded in every part of the investment process to ensure they make better long-term decisions.

Martin Currie is now part of Franklin Resources, Inc. group operating as Franklin Templeton. Franklin Templeton acquired Legg Mason in July 2020. Franklin Resources, Inc. is a global investment management organisation operating, together with its subsidiaries, as Franklin Templeton listed on the New York Stock Exchange (NYS:BEN). Franklin Templeton's goal is to deliver better outcomes by providing global and domestic investment management to clients in over 160 countries. With employees in over 34 countries, it has over US\$1.9 trillion in assets under management as at 31 December 2020. Through specialised teams, Franklin Templeton has deep expertise across all asset classes, including equity, fixed income, alternatives and multi-asset solutions.

## About the Fund

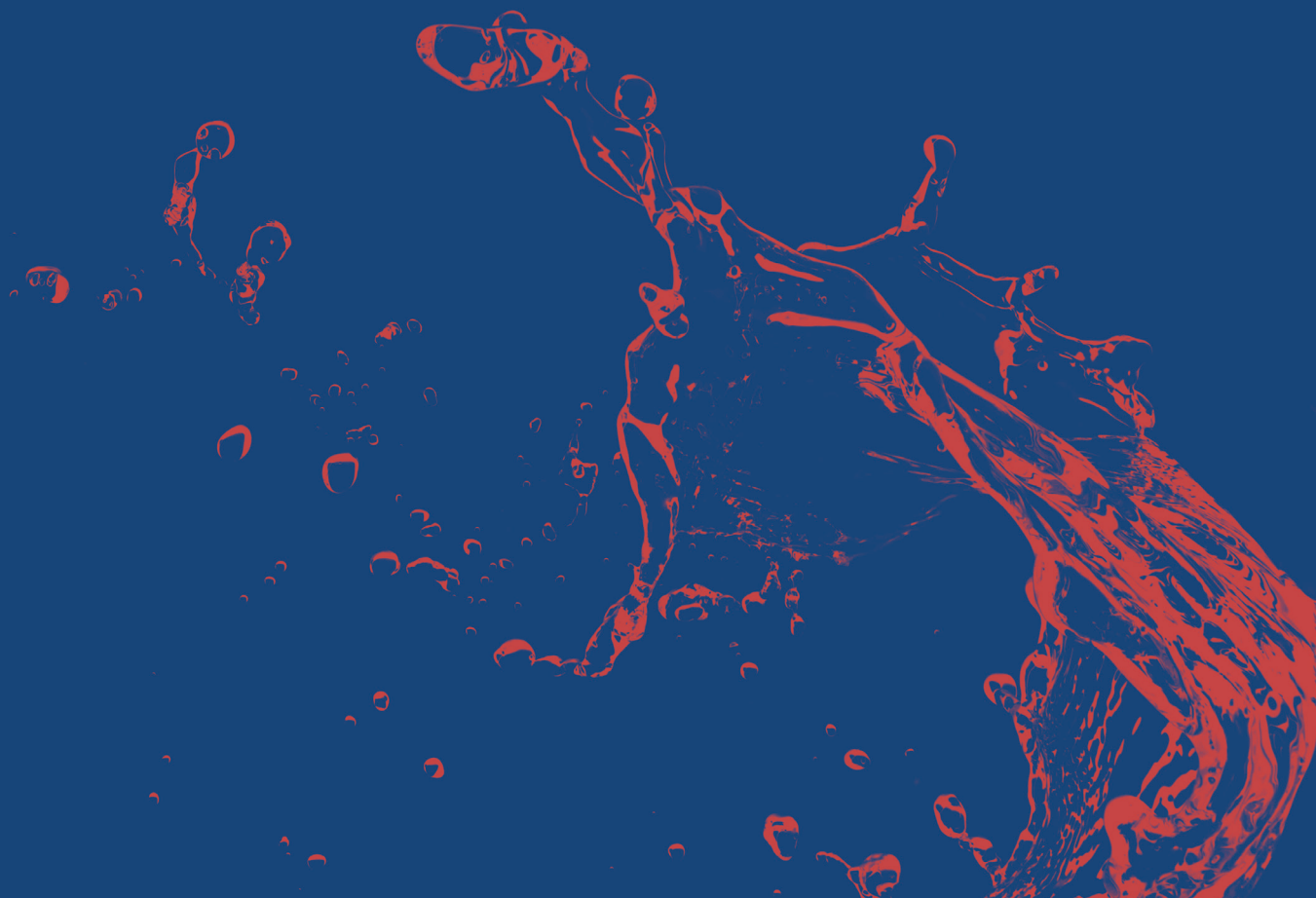


### How the Fund operates

Traditionally, the choice for investors seeking professionally managed options that provide for a regular payment have been limited to annuities, unit trusts or managed funds. The Generation Life Tax Effective Equity Income Fund is a life insurance investment contract and operates similarly to a managed fund in that your money is pooled together with other investors to invest in underlying assets.

Unlike a managed fund, the Fund is a tax-paid investment where tax on the Fund's earnings is paid by Generation Life at its tax rate of 30%, rather than at your personal marginal tax rate. These ongoing Fund earnings do not count as your personal taxable income. From year to year, the actual tax paid by the Fund can be effectively less than 30% of the Fund's earnings because of the favourable effects of imputation credits, other tax credits, effective tax management and tax provisioning undertaken.

Based on the historical investment and transacting profile of the Fund's stated investment strategy, and current tax legislation, the long-term effective annual tax rate for the Fund is estimated to be in the range of 10-15% of the Fund's net earnings. The estimated effective annual tax rate range is assumed over a long term and through a full market cycle. The actual level of tax incurred by the Fund may vary and will be dependent on the Fund's actual level of earnings and investment and transacting profile.

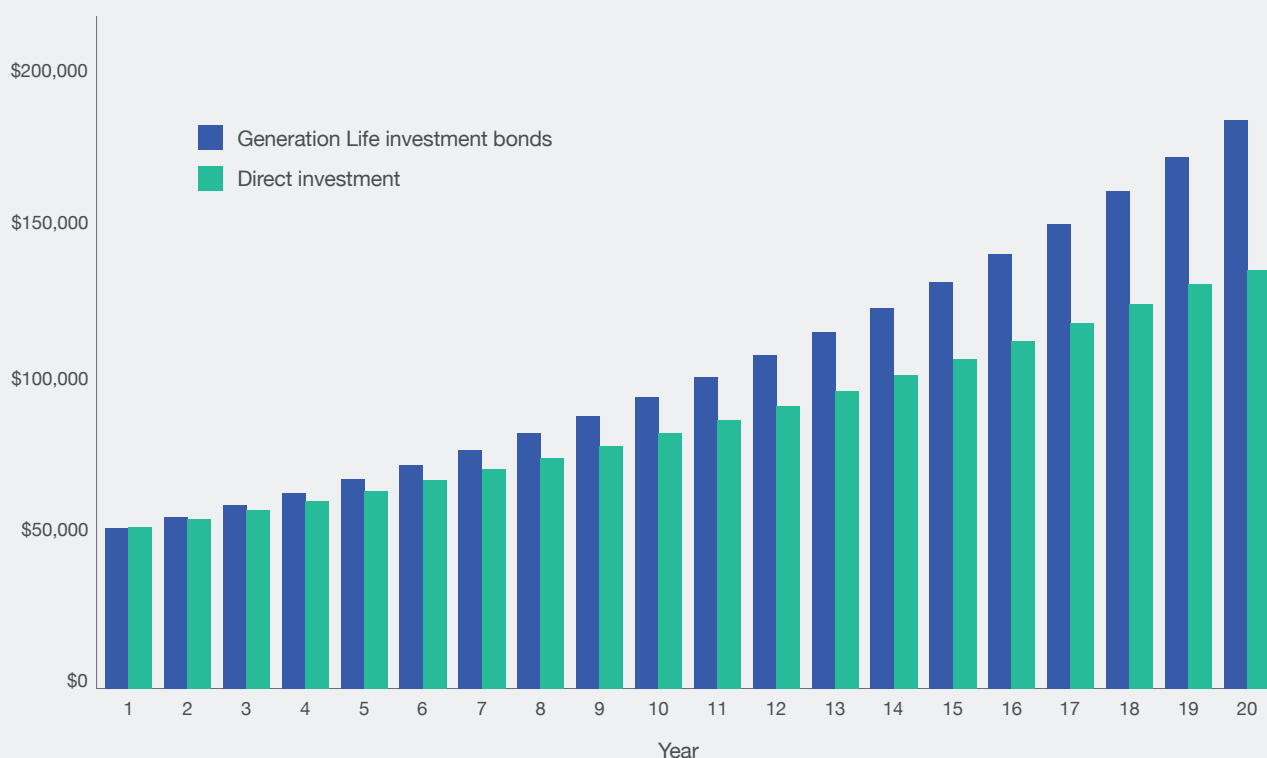


## After-tax investment outcomes

The returns and performance from Generation Life investments are provided on a tax-paid basis, unlike other investments such as managed funds, shares and term deposits where the returns received are generally subject to personal tax at your marginal tax rate.

Over the long term, the compounding effect of a lower effective tax rate on the Fund's earnings can be significant when compared to other direct investment options such as bank accounts, shares or managed funds where tax on earnings is paid by the investor directly (currently at a rate of up to 47% for Australian taxpayers on the highest marginal tax rate).

The following graph shows the after-tax return difference over 20 years between investing directly versus investing in an investment bond with an initial investment amount of \$50,000, an annualised total return of 6.5% p.a. (made up of 5% p.a. income with a franking level of 90% and capital growth of 1.5% p.a.) after fees and costs but before tax and an assumed investor marginal tax rate of 47% (including levies). The comparison below assumes regular payments and distributions are reinvested over the period.



Investment returns are for illustrative purposes only and do not represent any actual or future performance expectations.





## Tax-effective regular payments

The Fund generally makes regular payments quarterly for the periods ending 30 June, 30 September, 31 December and 31 March. The payment amount at the end of the quarter will be determined by Generation Life based on the Fund's underlying net earnings for the quarter.

The payment amount will typically correspond to dividends and other income derived by the Fund (excluding any realised capital gains or losses) and after allowing for fees, expenses and Fund level tax. The regular quarterly payment amount may vary from quarter to quarter. You also have the option of electing not to continue receiving a regular payment amount or resuming a payment at a later time.

If you have elected to receive quarterly payments, they will typically be paid within 10 Melbourne business days after the end of the quarter by deposit into your nominated Australian bank, building society or credit union account. If you do not elect to receive a regular payment, your investment value will not be reduced, and its value will remain unchanged.

We may also, at our discretion, change the regular payment frequency (provided that the payment frequency cannot be longer than one year). You will be advised if the payment frequency is extended.

If you elect to receive a quarterly payment, a portion of the payment you receive will be treated as a tax-free component with the balance treated as tax assessable income taxed at your marginal tax rate (where received in the first 10 years). The tax assessable component will also receive an automatically calculated tax offset (currently equal to 30% of the tax assessable amount) which can be used to reduce your annual tax liability in the financial year that the regular payment was made. This tax offset can be used to reduce any personal tax liability associated with your investment, or any other tax liability you may have incurred during the financial year.

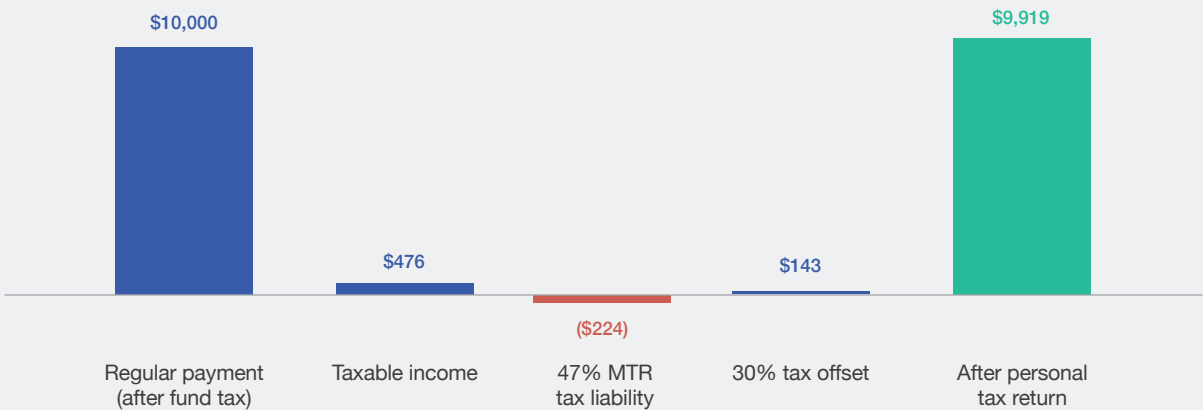
After 10 years, the Fund's regular payments will be received tax-free in your hands. Refer to the 'How your investment is taxed' section on page 34 for further information about tax.



How the after-tax return after personal tax is calculated

Tax benefits for investment bonds are maximised where the investment is held for at least 10 years. However, significant tax benefits can be achieved within the 10-year period, even where regular payments are received. For example, total regular payments over a year of \$10,000 (after Fund level tax is deducted) produces an after personal tax return of \$9,919 for an investor on a marginal tax rate of 47% (including Medicare levy) in year 1.

Example: Year 1 personal tax profile of regular payments

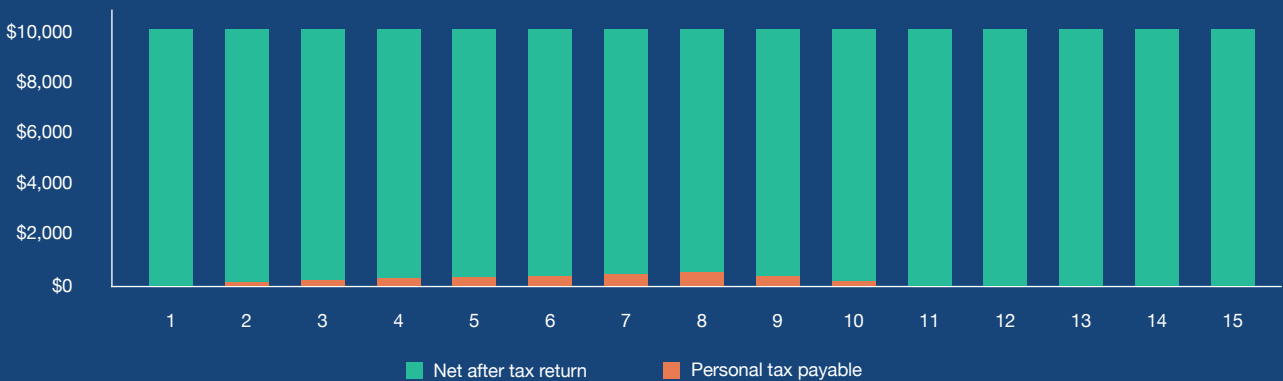


This low level of personal tax is achieved through the investment bond’s unique tax structure where proceeds from the investment bond are treated as part capital and part income. Importantly, after 10 years, regular payment proceeds are treated as capital and not taxable at the investor level, with the only tax incurred being within the Fund itself.

Investment returns are for illustrative purposes only and do not represent any actual or future performance expectations and do not consider any withdrawals made during the period.

Example: Long term personal tax profile of regular payments

The following graph shows the personal tax payable and after-tax return profile assuming a regular \$10,000 annual payment over the long-term and no additional investments or withdrawals. The example shows that no personal tax is payable after the investment has been held for at least 10 years. Refer to the ‘How your investment is taxed’ section on page 34 for further information about tax.



Investment returns are for illustrative purposes only and do not represent any actual or future performance expectations and do not consider any withdrawals made during the period.

## Other tax management benefits

There is no need to provide a tax file number and no annual tax reporting (unless you elect to receive a regular quarterly payment or make a one-off withdrawal within the first 10 years of your investment). Unlike direct share ownership and managed fund investments, there is no need to maintain, record and report tax complexities such as income and capital gain components, tax credits, acquisition prices and cost bases or reduced cost bases.

Typically, you will only need to report a tax assessable amount associated with a quarterly payment or from a one-off or full withdrawal made within 10 years of your initial investment. You will then also receive an automatic 30% tax offset on the assessable amount of the earnings component. This tax offset can be applied against any tax liability incurred in the financial year, including against tax liabilities from other income or gains.

Any payments received or withdrawals made after 10 years will not be tax assessable, as well as certain withdrawals made within 10 years. Refer to the 'How your investment is taxed' section on page 34 for further information about payments and withdrawals.

Should you need to transfer ownership of your investment, you can normally do so without personal tax or capital gains tax implications.

## Access to your funds

You have access to your funds at any time with no set minimum investment period. The Fund is predominantly invested in listed Australian shares and we therefore recommend a minimum investment term of five years. Refer to the 'Fund investment strategy' section on page 17 for further information about the Fund's investment profile.

## Estate planning and transferring wealth

The investment is an efficient and cost-effective way of providing for family and transferring your wealth. Any benefits paid or transferred to the recipients are tax-free, irrespective of how long you have held the investment. Also, there is no restriction on who you can nominate for the payment of proceeds or transfer of your investment. You control how your wealth is transferred.

Investing in the Fund in conjunction with, or as an alternative to, a will or a testamentary trust allows you to bypass the delays and uncertainties sometimes associated with administering or winding up an estate. The Fund's EstatePlanner feature provides a simple and convenient way to transfer your wealth with certainty and avoid the complexities that can be associated with using a will or testamentary trust, or where there are complex family arrangements. Refer to the 'EstatePlanner' section on page 20 for further information about the Fund's estate planning benefits.

## Protection from creditors

Similar to superannuation, if you own the investment as an individual and you or your spouse (including de facto spouse) are nominated as a life insured, your investment is protected from creditors in the case of bankruptcy (provided your intention was not to defeat creditors).

This protection applies to the investment itself, as well as any proceeds from the investment received on or after the date of bankruptcy. You should seek independent legal advice to determine if this applies to your circumstances.

# Fund investment strategy



## Significant investment features

The Fund seeks to generate a growing income earnings profile by investing in a diversified portfolio of high-quality companies. The Fund provides the ability to tax-effectively invest for the long term and you can elect to receive regular quarterly payments.

The investment manager relies on complementary fundamental and quantitative research and collective insights into the current investment landscape to identify the most attractive opportunities.

The Fund is managed in a tax-aware manner to benefit from franking credits and with the aim of maximising after-tax returns through management strategies employed in the purchase and sale of securities.

## Significant benefits

The Fund offers the following significant investment benefits:

- exposure to an actively managed portfolio of Australian income-orientated listed securities
- the flexibility to receive tax-effective regular payments
- targets lower volatility than the S&P/ASX 200 Index
- professional management of your investment with an experienced investment manager
- diversification benefits that would be difficult to achieve through direct investment
- a disciplined portfolio construction approach; and
- simple tax management.

## What is the Fund's investment objective?

The Fund's portfolio aims to generate an income yield above the S&P/ASX 200 Franking Credit Adjusted Index, and to grow this income above the rate of 'inflation'.

## What does the Fund invest in?

The Fund aims to hold investments so that at the time of purchasing securities:

- exposure to an individual stock is no more than 6% of the Fund's value
- approximately 45 securities are held; and
- exposure to an individual sector (as determined by the investment manager) is no more than 22%.

While the maximum holding of cash or cash equivalents is 10%, the Fund is intended to be fully invested in securities at all times, with cash being held for liquidity purposes only.

The Fund will not invest in securities issued by companies involved in:

- the production or distribution of cluster munitions; and
- the manufacture of tobacco products.

The Fund may use exchange-traded derivatives, such as futures, where this may help to achieve the Fund's investment objectives. For example, exchange-traded derivatives may be used where direct investment in a particular security or securities is not possible or practical, or to obtain an investment exposure without physically buying or selling the underlying asset. The Fund will not use short selling, leverage or gearing to seek to enhance its returns.

The Fund does not intend to borrow.

## What is the suggested investor profile and minimum timeframe for investment?

The Fund is designed for investors seeking a sustainable tax-effective income stream.

There is no minimum investment term, however a minimum timeframe for investment of five years is suggested.

## Risk level

The investment risk level of the Fund is considered to be high. The likelihood of the value of the investment falling over the short term is high as compared to investment in funds which invest in assets such as cash. The Fund is likely to produce higher returns over the long term.

The investment manager has risk control methodologies in place which aim to mitigate the overall level of investment risk.

## Performance

Investment performance of the Fund is published on our website at [www.genlife.com.au](http://www.genlife.com.au). Past performance is not necessarily a guide to future performance. When making an investment decision you should consider the likely investment return, the risk and your own investment timeframe.

## Labour standards, environmental, social and ethical considerations

Environmental, Social and Governance (ESG) considerations (including labour standards and ethical considerations) are taken into account in determining the value of a company that the Fund invests in. The value of a company is then considered by the investment manager in the selection, retention and realisation of investments.

## Martin Currie Australia's investment philosophy and style

Martin Currie Australia's income approach is premised on the philosophy that high-quality companies that have solid earnings can sustain dividends, grow distribution to match rises in the cost of living and are likely to be less volatile than the wider equity market.

Martin Currie Australia's equity strategies have a disciplined and repeatable investment approach that is based on research across four distinct lenses: Valuation, Quality, Direction and Sustainable Dividend. They believe that the powerful combination of its four different investment lenses provide a broad perspective of security expected returns. The diversity of sources of information across each ensures that the performance of their strategies is less reliant on the correlation of market returns to any one factor.

# Investment structure



## The Fund

The Fund pools investor funds and invests those funds in the underlying assets, similar to how a managed fund pools investors' funds. The Fund is established under the Life Act and Generation Life's constitution. The operation of the Fund is governed by the product rules ('Product Rules'), the Life Act, and the Corporations Act, with additional prudential oversight provided by APRA. Refer to the 'Product Rules and security' section on page 38 for further information.

## Life insured

For each investment, there must be an owner (the investor) and a life insured nominated. At least one life insured must be nominated on the investment. The life insured must be a natural person, who can be the owner (but does not have to be). The life insured does not need to be related to the owner or be a dependant. The investor automatically becomes the life insured on application unless a different person has been nominated.

If you have nominated more than one person as the life insured, you can select a particular life insured as the preferred life insured that triggers a tax-free full withdrawal on notification of their death (this is optional). Having a preferred life insured provides additional flexibility to pass on your investment as part of your estate planning.

You cannot remove a life insured, but you can add additional lives insured.

## Ownership

Up to three individuals can invest. Where there are joint investors, each joint investor will be treated as a joint life insured, unless you specify someone else to be the life insured. In the event that one joint investor passes away, the investment will continue in the name of the surviving investor(s) provided that the joint investor was not also the sole life insured or preferred life insured.

Trusts (including deceased estates) can also set up an investment, however, a natural person needs to be specified as the life insured.

## Children investing

For children investing, only one child (between the ages of 10 and under 16 years of age) can apply to invest, and only with the written consent of a parent or guardian. Until the child reaches 16 years of age, the child is only able to transact on the investment with the consent of the parent or guardian.

When the child reaches 16 years of age, the child will become the owner of the investment in their own capacity and will have full control and rights over the investment.



# EstatePlanner

The Fund lets you establish tax-effective inheritances with the flexibility to structure your investment as part of, or outside of, your will and legal estate through the EstatePlanner feature. EstatePlanner provides the flexibility to provide a binding nomination on how your investment will be dealt with on your passing through either the Future Event transfer feature or the Nominated Beneficiaries feature detailed below. If you do not elect to use EstatePlanner, your investment will pass under your will and legal estate.

## Future Event transfer

A unique feature of EstatePlanner is the ability to select a future date (including your death) for the automatic transfer of your investment to another investor without any tax payable. The Future Event transfer feature is a convenient way to automatically transfer your investment to a new owner, including joint owners or a trust.

The Future Event transfer feature also provides the ability to control how the recipient of the transferred investment accesses funds. With the Future Event transfer feature, you can pre-arrange when the new owner accesses funds.

If you use the Future Event transfer feature and have selected multiple transferees to own your investment, they will be treated as joint owners. If the transferees selected are individuals, they will be automatically added as joint life(s) insured to the investment. Where the intended transferee is an entity (such as a trust), a life insured (other than the owner(s) for individual and joint applications) must be nominated.

A transfer under the Future Event transfer feature will take effect on the date of registration of the transfer by us. Registration will only be possible once the future event or date has occurred. In the case of death, this is once we have received official notification of your death, and after we have verified the eligibility of the new owner(s).

Transfers under the Future Event transfer feature will only be possible where an individual transferee is at least 10 years of age at the date of registration of the transfer. In the event that the owner is deceased, and the transferee has not reached 10 years of age, the owner's estate representative will hold the investment on trust (on behalf of the child) until the child turns 10 years of age. Your estate's representative will not be able to revoke or amend your transfer request.

If a nominated transferee dies before the nominated future transfer date, the transfer will either pass to the remaining transferees (where multiple transferees were nominated) or remain with the registered owner (where a single transferee was nominated).

Where a transfer occurs, any adviser advice or service fees attached to the investment will be discontinued as at the date of the transfer. Any existing Regular Savings Plan arrangement will also be discontinued.

If the transfer date is not a Melbourne business day, the transfer will be effective on the next Melbourne business day. The transfer will not be effective until the transferee has provided all required identification requirements at the time of transfer, and in the case that the transfer event is as a result of the death of the owner, after we have received official notification of the death of the last surviving owner.

The new owner will not be able to transfer ownership of their investment or use the investment as security (for example as part of a loan arrangement) where restrictions have been placed on access to funds by the original investor (transferor). Where a restriction on future withdrawals has been included as a condition of transfer, then the original investor (transferor) may seek confirmation from us that those conditions have been met.

Any restrictions placed on future withdrawals will not impact the ability for the new owner to elect to receive regular quarterly payments made by the Fund periodically.

By nominating a future dated event and transferee(s), you instruct us to arrange a transfer of ownership. You and the transferee(s) release us from any claims and indemnify us against all losses and liabilities arising from any payment or action we make based on instructions we have received. You also agree that neither you, nor anyone claiming through you, have any claim against Generation Life or the Fund in relation to these payments or actions.

## Nominated Beneficiaries

The Nominated Beneficiaries feature is an alternative to the Future Event transfer feature, where you can set one or multiple beneficiaries to receive the proceeds of your investment tax-free on the death of the nominated preferred life insured or last surviving life insured. The preferred life insured can be changed at any time by completing the relevant form available on our website. Please note, this feature is not available to trust investors (including deceased estates).

You can nominate individuals, companies, trusts or charities as beneficiaries to receive proceeds from the investment. There is no restriction on the number of beneficiaries you can nominate or what percentage to allocate to each beneficiary. You can also remove or add a beneficiary, as well as change the tax-free benefit percentage allocations at any time.

By nominating a beneficiary, your investment does not form part of your estate. This means that tax-free benefit proceeds pass outside of your will and legal estate which potentially helps avoid challenges and claims that can be associated with a will. You can also avoid possible lengthy delays and legal costs associated with the granting of probate or the administration of your estate.

On the death of the preferred life insured, or the last surviving life insured (as the case may be), tax-free benefit proceeds (the value of your investment) will be paid to the selected nominated beneficiary(ies).

### Joint survivorship nomination

EstatePlanner makes it easy for you to manage your beneficiary nominations. If you have nominated multiple beneficiaries and one of the beneficiaries passes before the death of the preferred life insured, you can also choose to have the deceased beneficiary's percentage tax-free benefit entitlements re-distributed automatically to the surviving beneficiaries on an equal pro-rata basis. This option means you don't need to remember to modify your beneficiary nomination in the event of the death of one of the beneficiaries.

### Down-the-line nomination

As an alternative to using the Joint Survivorship feature, you can automatically re-allocate tax-free benefit proceeds from the originally specified beneficiary to pass 'down-the-line' (for example, from a nominated parent beneficiary, to his or her child, or estate representative) in the event of their passing before the preferred life insured.

## Transacting on your investment



### How to apply

You can only make an application for an investment by completing and submitting an online application form at [www.genlife.com.au/EIFRT/apply](http://www.genlife.com.au/EIFRT/apply)

A minimum investment amount of \$25,000 is required. Your application must include a completed Application Form (including any identification documents required) and your application monies.



Application monies will be accepted via BPAY only. You will be provided with our BPAY biller code and customer reference number as part of the application process.

BPAY payments must be made from an account held at an Australian branch of a financial institution and in Australian Dollars. Your financial institution may have limits on the amount that can be paid via BPAY. Please check to ensure that the amount you wish to pay via BPAY does not exceed your limit.

### Applications

Units will be issued to you based on when a completed application and application monies are received.

You will receive an effective entry unit price for your investment based on the effective receipt date of a completed application and cleared application monies. The entry unit price applied will be calculated based on the unit price applicable on that day. Refer to the 'How your investment is valued' section on page 26 for further information about unit pricing.

We may in certain circumstances reject an application in whole or part at our discretion.

### Making additional investments

Additional investments can be made following the establishment of your investment. The minimum additional investment amount is \$5,000. Application monies for additional investments will be accepted via BPAY only.

When you make an additional investment in the Fund, we will allocate units to you based on the entry price for the Melbourne business day on which we receive your application. Refer to the 'Timing of investment transactions' section on page 22 for further information.

We may in certain circumstances, reject an additional investment in whole or part at our discretion. You should consider the level of additional investment made in your second and subsequent investment years. Refer to the 'Making additional investments and the 125% opportunity' section on page 36 for further information.

### Timing of investment transactions

Where a valid application (including cleared funds) is received at our office on or prior to 12:00pm on a Melbourne business day, we will generally process that request using the unit price applying to the close of business that day. We will generally process requests using the unit price applying to the following Melbourne business day if we receive the funds at our office after 12:00pm on a Melbourne business day.

If any required documentation does not accompany your investment monies (including required customer identification documents) we may either refuse or delay your application request for up to 30 days, after which the application monies will be returned to you.

## Regular Savings Plan

Regular investments can be made by using the Regular Savings Plan via direct debit on a monthly, quarterly, half yearly or annual basis. The minimum Regular Savings Plan investment amount is \$500 per month. For example, for quarterly regular savings, a minimum of \$1,500 must be invested through the Regular Savings Plan.

Funds will be automatically drawn from your nominated Australian financial institution account at the selected frequency. We normally initiate this deduction on the 15th day of the month or the next Melbourne business day. Fund's may take up to three (3) Melbourne business days to be received by us depending on your financial institution. Bank transaction fees and government charges may apply.

You are required to ensure that you have provided us with up-to-date details of your Australian financial institution account and that sufficient funds are available. Bank dishonour fees may apply if you do not maintain sufficient funds to cover the regular investment amount. Your Regular Savings Plan may also be cancelled where more than two consecutive direct debit failures occur.

You can change your nominated Australian financial institution account details, Regular Savings Plan investment amount (provided it stays above \$500 per month) and frequency, or cancel your Regular Savings Plan by completing the Regular Savings Plan form available from our website. You must notify us at least five (5) Melbourne business days before the next automatic regular amount is due to ensure your request is carried out.

## Automatically increase your Regular Savings Plan amount

You can increase your Regular Savings Plan amount at any time by sending us a change request form available from our website or by contacting us. Alternatively, you can have your regular savings amounts automatically increased each investment year, by a fixed percentage amount of up to 25% (refer to the 'Making additional investments and the 125% opportunity' section on page 36 for further information on how to maximise the investment's tax status). Your investment year commences on the day that your investment is established.

You will need to have made consistent regular contributions over the previous investment year to commence your automatic increase. For example, if your quarterly Regular Saving Plan contributions are \$1,500 per quarter and you elect to increase your savings amount by 10%, your annual contributions will be automatically increased to \$1,650 per quarter in the following investment year. This increase will take effect from the first Regular Savings Plan contribution on or after the start of your next investment year.

You can change or cancel this facility at any time by notifying us in writing. You must notify us at least five (5) Melbourne business days before the new investment year to ensure your request is carried out.

## Making a one-off withdrawal

In addition to electing to receive regular quarterly payments, you can also make one-off withdrawals at any time. The minimum one-off withdrawal request amount is \$5,000.

When you withdraw, we will redeem your units based on the exit price for the Melbourne business day on which we receive your completed withdrawal request.

You can withdraw some or all of your units by sending us written instructions detailing your client details and the amount (in units or in dollars). Withdrawal proceeds will be made by electronic payment into your nominated Australian financial institution account. If funds are to be deposited into an account, other than a pre-nominated account associated with your investment with us, an original written instruction must be received. We will not pay withdrawal proceeds to third parties.

Any earnings component of the withdrawal value may be tax assessable if the withdrawal is made within the first 10 years of investment. Importantly, the calculated capital contribution component of your withdrawal amount will not be tax assessable. If your withdrawal is due to the death of the nominated life insured or if the life insured suffers an accident, serious illness or other disability before the 10-year period, then no part of the proceeds is assessable and will be paid as a tax-free distribution. Similarly, in the event of an unforeseen serious financial hardship being experienced by you within the 10-year period, then the benefits paid will also not be assessable and will be paid tax-free to you. Refer to the 'How your investment is taxed' section on page 34 for further information.

Withdrawals will generally be paid within seven (7) Melbourne business days of receiving complete withdrawal instructions and any additional documentation required.

A minimum account balance of \$25,000 (or such other amount as we may determine from time to time) must be maintained. We may close your account and pay out the proceeds if your balance falls below this minimum.

If any required documentation does not accompany your one-off withdrawal request (including required customer identification documents) we may either refuse or delay your withdrawal request.

## Timing of one-off withdrawal transactions

Where a valid and complete request for a withdrawal is received at our office on or prior to 12:00pm on a Melbourne business day, we will generally process your request using the unit price applying to the close of business that day. We will generally process your request using the unit price applying to the following Melbourne business day if we receive the request at our office after 12:00pm on a Melbourne business day.

If any required documentation does not accompany your request, there may be delays in processing the request.

## Benefit payments

Benefit payments as a result of the death of the nominated life insured will be processed with the effective date being the day all of our death benefit claim requirements are met. Where beneficiaries have been nominated, benefit payments will be made to the nominated beneficiaries. In the event there are no nominated beneficiaries and the life insured is not the last surviving owner, then benefit payments will be paid to the last surviving owner. Payments will generally be made within seven (7) Melbourne business days of receiving complete death claim instructions and any additional documentation required.

## Using a financial adviser

You may want to speak to a registered financial adviser to help you with investing generally. You can appoint a financial adviser as your Nominated Financial Adviser to assist you with managing your investment. You can agree to pay your Nominated Financial Adviser adviser fees as described in 'What can be paid to your financial adviser?' on page 31.

Your personal information and information about your investment, including copies of communications sent to you by us will be provided to your Nominated Financial Adviser, including their officers and staff. We may provide this information either directly or through third party service providers.

Your Nominated Financial Adviser is automatically appointed as your Adviser Representative (unless you instruct us otherwise). Your Adviser Representative is able to act on your behalf and provide certain instructions to us on your behalf. Officers or staff of your Adviser Representative are also authorised to give instructions in relation to your investment and they are bound by the same terms and conditions as your Adviser Representative.

Your Adviser Representative will have access to your investment details, and can generally do a range of things including making additional investments on your behalf.

Your Adviser Representative cannot however, make a withdrawal (unless the payment is made into an account nominated by you), transfer the ownership of your investment to anyone else, change your contact details or banking arrangements, change Future Event transfer arrangements, or change or add beneficiaries or lives insured unless expressly authorised by you. Your Adviser Representative cannot appoint another representative.

You do not need a financial adviser to open or maintain a Generation Life investment. If you do nominate a financial adviser when you apply to invest, you can cancel or change that nomination at any time by providing us a completed form. The instruction will take up to ten (10) Melbourne business days to be processed. If you choose not to nominate a financial adviser, you will not be able to have an Adviser Representative appointed.



As your Adviser Representative can access your information and they will have authority to act on your behalf on matters concerning your investment, it is important that you are comfortable with your Nominated Financial Adviser handling your investments. If you have any doubts about this, you should select the opt-out option in the Adviser Representative appointment section in the Application Form.

You are responsible for anything that your Adviser Representative does on your behalf. If someone we reasonably believe to be your Adviser Representative, their officers or staff acts on your behalf, we will treat the request as if you had personally acted.

We have a discretion to terminate the Adviser Representative facility or not act on an instruction or request received from an Adviser Representative where we suspect the Adviser Representative is acting illegally or without authorisation.

We are not responsible for the actions of your Adviser Representative or for the actions of their officers or staff. The registration of a Nominated Financial Adviser to act as an Adviser Representative is not to be taken as an endorsement of them by us.

If you do not opt-out from appointing your financial adviser as your Adviser Representative, you release us from any claims and indemnify us against all losses and liabilities arising from any payment or action we make based on instructions that we receive from your Adviser Representative, or their officers or staff, that we reasonably believe are genuine. You also agree that neither you, nor anyone claiming through you, has any claim against Generation Life in relation to these payments or actions.

If you have more than one Generation Life investment held, any instruction you provide regarding the appointment of an Adviser Representative applies only to the specific investment held.

We may reject the initial or ongoing appointment of a financial adviser as your Nominated Financial Adviser as may be required by law.

## Electronic instructions

You can provide certain instructions on your investment to us by electronic communications via email. We are not able to accept an instruction unless it is accompanied by the scanned signature(s) of the investor(s) on the instructions. In some cases, an original signature may also be required.

We will not be responsible for any loss or delay that results from a transmission not being received by us and will only process electronic instructions received in full and signed by authorised signatories. Only instructions received from you or a person authorised by you will be accepted by us. You must comply with any security or verification procedures required by us from time to time. We will assume that any instruction received by electronic means in respect of your investment has been authorised by you, and we will not investigate or confirm that authority (unless we are aware that the instruction was not authorised).

We may refuse to act on any instruction until the validity of the instructions has been confirmed, and we will not have any liability to you or any other person for any consequences resulting from not acting on the instruction. If you choose to provide electronic instructions, you release us, our representatives and agents from any claims and indemnify us, our representatives and agents against all costs, expenses, losses, liabilities or claims arising from any payment or action we make based on instructions (even if not genuine) that we receive and reasonably believe are genuine, including as a result of gross negligence or wilful default by us, our agents or representatives.

You also agree that neither you, nor anyone claiming through you, has any claim against us, our representatives or agents in relation to acting on instructions received (authorised by you or otherwise). Please be careful. There is a risk that fraudulent requests can be made by someone who has access to your investment information.

We may vary the conditions of the service at any time by providing notice, either in writing, by email or other electronic communication. We may also suspend or cancel the service at any time without notice.

## Transferring your investment

You can transfer ownership of your investment at any time. The transfer of ownership normally occurs without personal tax or capital gains tax implications. To transfer your investment, you will need to complete a transfer form available from our website. On transfer, you will be replaced as the owner of the investment with ownership and all future rights assigned to the new owner. Transferring your ownership will void the nomination of beneficiaries and Future Event transfer instructions under the EstatePlanner facility (where selected), and any initial advice fee, adviser service fee, and Regular Savings Plan arrangements will be discontinued.

New bank account details must also be provided to continue receiving regular quarterly payments.

Where the ownership of your investment has transferred, all future correspondence will only be sent to the new owner (or first named owner in the case of joint ownership).

## How your investment is valued

The total value of the assets held in the Fund are divided into notional units. When you invest, you are issued with notional units in the Fund which represent your interest in the Fund's value.

The price of a unit in the Fund will vary as the market value of the assets of the Fund rise or fall. The net asset value of the Fund and the application price and withdrawal price are generally calculated each Melbourne business day based on the current value of the Fund and the number of units on issue. Unit prices are generally declared for each Melbourne business day. The withdrawal price is also used to calculate the benefit payment amount in the event of a death benefit claim.

The unit price is calculated by taking the total market value of all of the Fund's assets on a particular day, adjusting for any liabilities, accruals and provisions (including tax provisions) and then dividing the Fund's net value by the total number of units held by all investors on that day. The unit price will change, according to changes in the market value of the Fund's assets, provisions, accruals or the total number of units issued for the Fund.

We determine the market value of the Fund based on the most recently available information we have. We may exercise certain discretions that could affect the unit price of units on application or withdrawal in the Fund (such as determining transaction costs and buy-sell spreads).

Entry prices are usually higher than withdrawal prices due to the 'buy-sell spread'. The buy-sell spread is built into the unit price and represents your contribution to the costs of buying and selling the underlying assets in the Fund.

Entry and withdrawal prices for each Melbourne business day will be available at [www.genlife.com.au](http://www.genlife.com.au)

## Restrictions on additional applications, withdrawals and benefit payments

We may suspend, delay or defer the processing of applications, withdrawals or benefit payments in certain situations including where:

- we cannot properly ascertain the value of an asset held by the Fund or the value of the Fund
- an event occurs outside of our control that results in us not being able to calculate unit prices or reasonably acquire or dispose of assets held by the Fund
- the transaction would be prejudicial to the interests of other investors; or
- the law otherwise permits us to delay or restrict processing applications or withdrawals.

Applications, withdrawals or benefit payments received during the suspension, delay or deferral will be processed using the entry and/or exit price applicable when the suspension, delay or deferral is lifted.

# Keeping you informed



## Investor Online

To help keep you informed of your investment, you can choose to have access to your investment details through Generation Life's Investor Online service. Our secure Investor Online service lets you track your investment from anywhere and at any time.

You can view your investment, including performance information and charts, transactions, and fees. You can also utilise the resource centre which includes forms to help you manage your investment. You can sign up for access to Investor Online by visiting [online.genlife.com.au/signup](https://online.genlife.com.au/signup)

## Other information

As an investor you will receive the following information by mail or email:

### Confirmation of your initial investment

Confirmation that includes ownership details and confirmation of any Regular Savings Plan.

### Quarterly statement

A statement confirming the payment amount for the quarter (where the regular payment option has been selected).

### Transaction statement

A statement issued for additional investments (excluding Regular Savings Plan) and withdrawals (excluding any regular payment amount received).

### Annual statement and report

Annual statement and report that contains transactions made on your investment over the previous 12 months, performance and investment information relating to your investment.

### Tax statement

A tax statement will be provided after each financial year end where a regular quarterly payment is received, or a one-off withdrawal is made.

## Risks of investing

Risk is often defined as the likelihood that an investment will fluctuate in value. Generally, the higher the potential return of an investment, the greater the risk of loss. It is important to understand that all investments involve varying degrees of risk.

There are many factors beyond the control of investors that may affect investment returns. It is important to understand that the value of your investment in the Fund and future quarterly payments are not guaranteed. The value of your investment can go up and down based on the underlying assets held by the Fund and investment returns will vary and may differ from past returns. The amount of any regular payment you receive from the Fund could vary or be irregular.

The appropriate level of risk for you will depend on a range of factors including your age, investment timeframe, financial goals, and how comfortable you are with potential fluctuations in the value of your investment.

While we are not able to remove all the risks associated with an investment in the Fund, we employ a range of investment and risk management strategies to identify, evaluate and manage these risks.

The following is a summary of the main types of risk that can impact your investment.

**Investment specific risk:** The Fund predominantly invests in Australian shares. Shares carry the risk of falling in value, of not meeting expected dividends and other income payments or not delivering expected dividend franking credits. Shares carry the risk of individual companies faltering due to increased competition, poor management, internal operational failures or adverse market sentiment.

**Investment manager risk:** This is the risk that the investment manager may not perform as expected. We regularly review the performance of the investment manager.

**Interest rate risk:** Changes in interest rates can have a negative or positive impact, either directly or indirectly, on investment value or returns on all types of assets, including those invested in by the Fund.

**Market risk:** Markets are affected by a host of factors, including economic and regulatory conditions, market sentiment, political events, and environmental and technology issues. These could have a negative effect on the returns of all investments in that market. This may affect investments differently at various times.

**Liquidity risk:** As the Fund will predominantly be invested in securities listed on the Australian Securities Exchange in Australia, if there is an interruption of regular trading in a market or for a particular asset of the Fund (or if official quotation of stocks is denied), there may be delays in processing withdrawal requests.

**Derivatives risk:** The Fund may use derivatives and gearing directly or indirectly. The use of derivatives (which may be used to reduce risks and buy investments more effectively) may reduce potential losses and may also reduce potential profits. The use of gearing (borrowing) will magnify the volatility of investment returns.

**Fund risk:** The risk that the Fund could terminate, that the fees and expenses increase, or that the investment manager changes.

**Early withdrawal risk:** The Fund is designed for you to hold your investment for at least five years. You should not invest in the Fund unless your intention is to remain fully invested for at least five years.

**Operational risk:** This is the risk that, if Generation Life does not properly discharge its duties in the management of the Fund (i.e. the operation and administration of the investment), this may result in a reduction in the value of your investment. We manage this risk through the implementation of corporate governance, risk management and compliance frameworks designed to mitigate operational risk. Additionally, we are supervised by APRA and are required to provide regular reporting and meet APRA's prudential standards requirements.

**Legal and regulatory risk:** Changes in domestic and foreign investment and taxation laws may have both positive and negative influences on the value of the Fund's investments and your return.

## 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 investment 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 investor services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable if you are a wholesale or professional investor. Ask us 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') website ([www.moneysmart.gov.au](http://www.moneysmart.gov.au)) has a managed funds fee calculator to help you check out different fee options. This section shows the fees and other costs that you may be charged. These fees and costs may be deducted from your investment, from the returns on your investment or from the assets of the investment as a whole. The impact of taxes on your investment is covered in 'How your investment is taxed' on page 34.

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

| Type of fee or cost   |   | Amount     | How and when the fee is paid   |
|---|---|------------|--|
| <b>Fees when your money moves in or out of the Fund</b>                         | <b>Establishment fee</b><br>The fee to open your investment.                      | Nil        | Not applicable   |
|   | <b>Contribution fee</b><br>The fee on each amount contributed to your investment. | Nil        | Not applicable   |
|   | <b>Withdrawal fee</b><br>The fee on each amount you take out of your investment.  | Nil        | Not applicable   |
|   | <b>Exit fee</b><br>The fee to close your investment.                              | Nil        | Not applicable   |
| <b>Management costs</b><br><br>The fees and costs for managing your investment. | <b>Management fee</b>   | 1.20% p.a. | Calculated daily based on the gross asset value of the Fund relating to Retail Class investors in the Fund. This is reflected in the unit price and is payable monthly in arrears. |
| <b>Service fees</b>   | <b>Switching fee</b><br>The fee for changing investment options.                  | Nil        | Not applicable   |

## Additional explanation of fees and costs

Management fees include our administration fee and the investment management costs associated with the assets of the Fund. Our management fee is deducted directly from the Fund before unit prices are declared and not from your investment directly. Management fees and costs do not include fees or costs deducted from your investment (such as adviser service fees), buy-sell spreads and other transaction costs. Refer to the 'Buy-sell spread' and 'Transaction costs' sections on page 30 for further information.

## Recoverable expenses

Under the Fund's rules, Generation Life is entitled to recover all expenses in relation to the proper performance of its duties in respect of the Fund. Generation Life has set the management fee of the Fund at a fixed percentage per annum of the gross asset value of the Fund (inclusive of the net effect of Goods and Services Tax ('GST')). From the management fee for the Fund, Generation Life pays custody fees, investment management costs, audit fees, accounting fees, legal and regulatory fees, and all other normal costs of the Fund.

Expenses resulting from abnormal circumstances, such as a change of the investment manager, termination of the Fund or member meetings, will be recovered from the assets of the Fund as and when they are incurred as set out in 'Abnormal expenses'. Refer to the 'Abnormal expenses' section below for further information.

## Abnormal expenses

Abnormal expenses may be charged in some circumstances, particularly if significant changes occur or are made to the Fund. The Fund may incur abnormal expenses, such as expenses associated with a change of investment manager, termination of the Fund, or a member meeting. These expenses will be paid out of the Fund as and when these expenses occur.

## Buy-sell spread

There is a difference between the unit price used to issue and redeem units and the value of the Fund's assets. This difference is commonly called the buy-sell spread. When you invest or withdraw all or part of your investment, we use the buy-sell spread to pay for the transaction costs incurred as a result of the transaction. We use the buy-sell spread to allocate transaction costs to the transacting investor rather than other investors in the Fund. The Fund's buy-sell spread reflects the estimated transaction costs the Fund will incur as a result of an individual investor's transactions.

The buy-sell spread is an additional cost included in the unit price of the Fund. The actual buy-sell spread is subject to change from time to time depending on changes to the composition of the Fund's assets. There is no buy-sell spread on any quarterly payments made.

At the date of this Product Disclosure Statement, the Fund's buy-sell spread is 0.50%. This means the application price is the net asset value per unit plus 0.25%, and the withdrawal price is the net asset value per unit less 0.25%. This is retained by the Fund and is not paid to us.

We may vary the buy-sell spread from time to time and prior notice will not normally be provided to you. Updated information on the buy-sell spread will be posted on our website at [www.genlife.com.au](http://www.genlife.com.au). If buy and sell spreads are charged and represent only a portion of the Fund's transaction costs incurred during a financial year, the balance of the Fund's transaction costs will be borne by the Fund from the Fund's assets without any recovery from individual investors (refer to the 'Transaction costs' section below for further information). If buy and sell spreads charged exceed the Fund's transaction costs during a financial year, the balance of the buy and sell spreads will be retained by the Fund.

## Transaction costs

Transaction costs incurred as a result of investors coming into and out of the Fund may be accounted for in the buy-sell spread. Transaction and operational costs incurred, other than in connection with applications and withdrawals as a result of day-to-day trading, operational activities and other indirect costs, are reflected in the Fund's unit price.

These costs include but are not limited to, brokerage, trading costs, derivative transaction costs, bid-ask spreads, settlement costs, clearing costs, and any applicable stamp duty when the Fund's assets are bought or sold that are deducted from the assets of the Fund and are recovered as they are incurred and reflected in the unit price. These costs are currently estimated at 0.10% p.a.

Transaction costs may vary as the turnover in the Fund's assets may change substantially as investment and market conditions change, which may affect the level of transaction costs not covered in the buy-sell spread.

### Example of annual fees and costs

This table gives an example of how the fees and costs for the Fund can affect your investment value over a one-year period. You can use this table to compare this product with other investment products.

| Balance of \$25,000 with a contribution of \$5,000 during year |            |  |
|--|------------|--|
| Contribution fees  | Nil        | For every additional \$5,000 you put in, you will be charged Nil.  |
| <b>PLUS</b> Total Management costs                             | 1.20% p.a. | And, for every \$25,000 you have in the Fund you will be charged \$300 each year.  |
| <b>EQUALS</b> Cost of Fund <sup>1</sup>                        | 1.20% p.a. | If you had an investment of \$25,000 at the beginning of the year and you contribute an additional \$5,000 at the end of that year, you will be charged fees of \$300. |

1. Investment transaction and operational costs would also apply. The buy spread incurred on the \$5,000 additional contribution in the example above would be \$12.50. The impact of indirect transaction and operational costs would be \$25 p.a. (\$25,000 x 0.10% p.a.).

### Miscellaneous costs

If we incur a fee because a direct debit for your investment is dishonoured by your financial institution, the amount may be charged to your investment.

### Other taxes and stamp duty

All fees, charges and financial adviser remuneration shown are inclusive of the impact of GST (where applicable) and less any reduced inputs tax credits (for GST purposes) available, except where otherwise indicated. Contributions into, or withdrawals from, your investment do not create a GST liability for you. We may incur expenses which may attract a GST liability.

Stamp duty may be payable in Queensland, New South Wales and Tasmania on the initial investment amount for the establishment of the investment. It is not payable on additional investments, including Regular Savings Plan investments.

For example, the New South Wales stamp duty on a \$25,000 initial contribution would be \$24. Generation Life will pay any stamp duty cost applicable for application amounts up to \$50,000. For initial contributions above \$50,000, we will deduct the balance of the stamp duty amount payable from your initial investment amount. You will be advised of any applicable stamp duty cost incurred in your confirmation statement.

### Increases or alterations to the fees

We may vary the fees within the limits prescribed in the Fund's Product Rules (refer to the 'Product Rules and security' section on page 38 for further information). If the variation is an increase in a fee or charge, we will give you at least three (3) months' prior written notice.

The Product Rules provide for the following maximum fees to be paid (fees are inclusive of the net effect of GST):

- a maximum contribution fee of 5%
- a maximum management fee of 3% p.a.; and
- a maximum switching fee of 5% of the value of the investment switched.

These maximums can only be changed with investor approval.

### What can be paid to your financial adviser?

You can agree with your financial adviser to pay an optional adviser fee from your investment for advice services received relating to your investment. All fees paid to your financial adviser (or your financial adviser's licensee) are negotiable between you and your financial adviser. You can change the fees or set up a new arrangement at any time. However, we recommend speaking to your adviser before making changes to the fees on your account as this may mean the services and advice they provide to you will change.

Where financial adviser fees are deducted from your investment account, they must be consented to by you in writing.



The amounts you specify will be GST inclusive. Fees payable for advice and services provided to you are an additional cost to you. There are no maximum amounts however, we may refuse to deduct the adviser service fee if required by law.

#### **Initial advice fee**

You can agree with your financial adviser to pay an initial advice fee for the advice and services your financial adviser provides. If you elect to pay your financial adviser an agreed fee from your initial contribution and/or future or ongoing contributions (including Regular Savings Plan contributions), the fee will be automatically deducted from your contributions before investment and paid directly to your financial adviser. The initial advice fee can be charged as:

- a percentage of your contribution value; or
- a set dollar amount (only applicable for initial contribution).

You can nominate any fee agreed between you and your financial adviser in the Application Form.

Any future initial advice fee will be paid to the adviser on your account at that time. You can update the adviser on your account at any time.

#### **One-off advice fee**

You can agree with your financial adviser to pay a one-off advice fee for the advice and services your financial adviser provides in relation to your investment. The one-off advice fee can be charged as a set dollar amount.

If you elect to pay this fee, the fee will be deducted from your investment and paid to your financial adviser. You authorise us to deduct the one-off advice fee from your investment at the time the request is processed by us.

#### **Adviser service fee**

You can also agree with your financial adviser to have an adviser service fee for ongoing advice and services received relating to your investment, deducted from your investment and paid to your adviser on a monthly basis (in arrears). The adviser service fee can be charged as:

- a percentage of your investment value; or
- a set dollar amount.

The adviser service fee is normally deducted from your investment on the 10th of each month or if the date falls on a non-Melbourne business day, the next Melbourne business day. We will continue to pay this fee to your adviser (or your adviser's licensee) until you or your financial adviser direct us to cease paying it. We may refuse to deduct the adviser service fee if required by law.

You can nominate any fee agreed between you and your financial adviser in the Application Form.

Any ongoing adviser service fee will be paid to your current adviser or any subsequent adviser on your account. You can update the adviser on your account at any time.

### **Your written consent to deduct fees from your account**

Where required by law, your consent to any ongoing adviser service fees must be renewed annually through your adviser. Where you do not consent to these fees, your adviser cannot arrange for them to be deducted. If you were previously paying an ongoing adviser service fee and do not renew your consent, your financial adviser must notify us to stop charging these fees.

### **Alternative remuneration**

Subject to the law, we may provide other remuneration to financial advisers and Australian Financial Services Licensees who provide financial product advice to investors by paying them additional amounts and/or non-monetary benefits. If these amounts or benefits are provided, they are payable out of the fees we receive and are not an additional cost to you.

### **Differential fee arrangements**

We may at our discretion enter into arrangements or individually negotiate our fees with certain investors (or financial advisers acting on their behalf), with our employees (and those of our related entities) or with large investors or other investors as permitted by law. If we do this, lesser fees can be charged, or fees can be rebated or waived in full or part.

## How your investment is taxed

The tax on your investment and Generation Life (as the product issuer) is based on Australia's legislative tax framework<sup>1</sup>. The tax information contained in this Product Disclosure Statement sets out our general understanding of relevant and current tax laws as at the date of this document and does not constitute tax advice. Tax laws and their interpretation could change in the future. The tax information contained in this Product Disclosure Statement generally applies to individual investors that are Australian tax residents. We recommend that you seek professional advice relevant to your particular circumstances before investing in the Fund.

### Tax on fund investment earnings

Generation Life investments are tax-paid investments. The actual effective tax rate impacting your investment is based on the level of the Fund's assessable income and the level of franking credits and tax offsets available, as well as certain tax deductions available to the Fund.

Generation Life will typically hold the Fund's investments directly rather than through a pooled investment arrangement with other external investors. Utilising this structure enables the efficient tax-effective management of the Fund's investments, including at the individual security parcel level. The structure aims to provide more effective tracking and monitoring of tax positions for the individual holdings. This allows us to manage the tax assessable position for the Fund to improve after-tax returns. Generation Life pays tax on the Fund's net tax assessable earnings at the current tax rate of 30%.

### Making a one-off withdrawal or receiving a quarterly payment and the 10-year period

You can withdraw part or all of your investment at any time. Typically, if you hold your investment for at least 10 years there is no personal tax payable on withdrawals made after this time.

The 10-year period begins on the date you first establish your investment. The 10-year period start date can be re-set in some circumstances.

Refer to the 'Making additional investments and the 125% opportunity' section on page 36 for further information.

If you make a withdrawal (partial or full) within 10 years of your initial investment date, you will generally need to include a portion of the earnings generated by your investment as part of your tax assessable earnings for that year. Importantly, your calculated capital contributions component is not included as part of the earnings and is returned tax-free. The amount of earnings to be included as part of your tax assessable earnings will depend on how long after your 10-year period starting date the withdrawal is made. The portion of earnings included in the withdrawal amount depends on the investment year of the withdrawal.

A withdrawal made under certain exceptional circumstances is paid tax-free to you, whether made within or after 10 years. Refer to the 'Death, financial hardship or serious illness' section on page 36 for further information.

When a withdrawal is made during the 10-year period (other than due to death, financial hardship or serious illness), the withdrawal proceeds will normally include both a calculated tax-free capital component and an assessable income component – based on the amount of the one-off withdrawal or regular payment amount, the proportion of capital you invested and investment growth in your investment value just before the one-off withdrawal or regular payment.

The calculation of the assessable income component (of the one-off withdrawal or regular payment) is based on the following formula:

Earnings amount =  $A/B \times ((B + C) - (D + E))$ , where:

A = one-off withdrawal or regular payment amount

B = value of investment before the one-off withdrawal or regular payment amount

C = total value of all previous one-off withdrawal or regular payment amounts

D = total gross contributions (before any fees are deducted)

E = total of all previous tax assessable amounts

1. Australia's legislative tax framework includes the Income Tax Assessment Act 1936, Income Tax Assessment Act 1997 and Income Tax Rates Act 1986.

The assessable income amount is then calculated as follows:

| Year of one-off withdrawal or regular payment | Assessable portion of the income component |
|---|--|
| Within first 8 years                          | 100%                                       |
| In year 9                                     | 2/3rds                                     |
| In year 10                                    | 1/3rd                                      |
| After 10 years                                | None                                       |

Our annual tax statement will indicate the tax assessable amount which may be used to complete your Australian individual tax return.

#### **Tax offset applies for quarterly payments and one-off withdrawals made within the 10-year period**

When you receive a quarterly payment or make a one-off withdrawal within the 10-year period you may need to include an assessable amount in your tax return. This amount corresponds to the return on your investment and is then assessable as income and taxed at your marginal tax rate.

However, as Generation Life already pays tax on Fund earnings, you can claim a compensating tax offset equal to 30% of the assessable income amount. The tax offset can be used to reduce any personal tax payable in the financial year that the quarterly payment or one-off withdrawal was made.

This means you will only pay the difference between your personal marginal tax rate (if above 30%) and the 30% tax already paid by us on the income component of your regular payment or one-off withdrawal amount. If your marginal tax rate is below 30%, then the offset can be used to reduce tax payable on other income you may have earned. This tax offset is not refundable and cannot be carried forward if you do not have sufficient other tax liabilities against which the tax offset can be used.

#### **Example of a one-off withdrawal**

David invested \$100,000 and did not elect to receive a regular quarterly payment. In the 9th year of the investment, David withdrew his entire investment balance. The value of his investment at the time of withdrawal was \$160,000 of which \$60,000 represented the earnings component.

Because David withdrew his investment in the 9th year, he will only have to declare 2/3rds of the earnings component as tax assessable income, being \$40,000. David will also be entitled to a tax offset of \$12,000 (30% of \$40,000) to offset any tax payable by him. Assuming David had no other earnings and was on a marginal tax rate of 47% (including 2% Medicare levy), his overall tax payable amount would be \$6,800, being the initial tax liability of \$18,800 (47% x \$40,000) less the tax offset amount of \$12,000.

#### **Example of a quarterly payment**

David invested an initial amount of \$100,000 with no further contributions and elected to receive quarterly payments. The value of the investment immediately prior to the first quarterly payment was \$120,000. No previous quarterly payments or one-off withdrawals had been made. David is on a marginal tax rate of 47% (including the 2% Medicare levy).

In the 1st investment year, a regular payment amount of \$10,000 was received.

\$1,667 of the quarterly payment amount would be assessable earnings (based on the tax calculation formula –refer to the ‘Making a one-off withdrawal or receiving a quarterly payment and the 10-year period’ section on page 34 for further information).

A tax payable amount of \$783 (\$1,667 x 47%) would apply which would be reduced by a tax offset of \$500 (30% of \$1,667) to offset any tax payable for the financial year. The net tax payable would be \$284 or 2.8% of the quarterly payment amounts received.

### **Making additional investments and the 125% opportunity**

You can make additional contributions to your investment at any time. There are no limits on the amount you can invest in the first investment year. Each subsequent investment year you can make additional contributions of up to 125% of the previous year's total contributions without resetting the start date of the 10-year rule period (for tax purposes).

If contributions in your second and subsequent investment years exceed 125% of the previous investment year's contributions, then the start date of the 10-year period resets to the start of the investment year that the excess contributions were made. Resetting the 10-year period start date will mean that the full tax benefits (i.e. full tax-paid status after the original 10 years) of your investment will be delayed.

#### **Example of the 125% opportunity**

Jenny started her investment on 7 June 2022 (this is the initial start date) by investing \$100,000 and does not make any further contributions for the rest of her first investment year.

On 30 June 2023, Jenny contributes an additional \$150,000 which is 150% of her previous investment year's total contributions.

Because the contribution was greater than 125% of the previous investment year's contributions, her investment start date (for tax purposes) is reset to 7 June 2023.

### **Transfer of ownership**

Transfer of ownership of your investment normally occurs without personal tax or capital gains tax implications. However, if a transfer involves consideration or payment, we recommend you obtain taxation advice before transferring ownership. Regardless, the investment start date is always maintained and not reset as a result of the transfer.

### **Death, financial hardship or serious illness**

If a withdrawal was made because the nominated life insured suffered an accident, serious illness or other disability, then the proceeds will not be tax assessable, even if the investment was held for less than 10 years. Similarly, in the event of a benefit payment to you or your beneficiary(ies) (if applicable) as a result of the death of the life insured, the proceeds will not be tax assessable.

If a withdrawal was made due to unforeseen serious financial hardship being experienced by you at any time, then the proceeds will also not be tax assessable.

### **Goods and Services Tax**

GST is not payable on contributions, quarterly payments or one-off withdrawals. In the event of any change in tax laws or their interpretation which affects the rate of GST payable or the reduced input tax credit levels that we may receive, the amounts deducted from your investment in respect of applicable fees and costs may be varied or adjusted to reflect these changes without your consent or further notice to you.

### **Tax file numbers**

Under current tax laws, there is no requirement for you to provide a Tax File Number ('TFN') or Australian Business Number ('ABN') to invest in the Fund.

### **Withholding tax**

Quarterly regular payments and one-off withdrawals from the Fund are not subject to Australian resident withholding tax (for non-TFN quotation) or non-resident withholding tax. Non-resident investors should seek their own professional advice on the tax implications in their country of residence.

## Other information



### Cooling-off rights

You have rights called 'cooling-off' that allow you to cancel your initial application by written notice within 14 days. The cooling-off period starts on the earlier of:

- the date you receive your confirmation of investment from us; or
- the end of the fifth day after we formally accept your application by issuing units in your investment.

If you cancel your initial application, the amount we will return to you will be adjusted for any changes in the unit prices of the investment, less any reasonable transaction costs or taxes or duties that are not recoverable by us. The timing of a payment to you as a result of you exercising your cooling off rights will be subject to the availability of funds and any withdrawal rules that may apply. If the amount returned to you exceeds the amount invested, the excess will be assessable for tax.

Cooling-off provisions do not apply to contributions made using the Regular Savings Plan and additional investments. Please note that the cooling-off period will lapse if you transact on your investment within the cooling-off period.

### Investment term

Your investment has an investment term of 99 years; however, you are able to make a full or partial withdrawal at any time after units have been issued to you. The investment term applied does not impact your ability to access your investment when you need it. You can access your investment at any time. The investment term can be changed at any time by completing the form available on our website.

### Unclaimed money

In some circumstances, if an amount is payable to you or your nominated beneficiaries and we are unable to ensure that you or your nominated beneficiaries will receive it (for example we may not be able to locate your nominated beneficiaries), we may be obliged to transfer the amount to ASIC. For more information on unclaimed monies, refer to [asic.gov.au](http://asic.gov.au) or speak with your financial adviser.

### Discretions and minimums

We reserve the right to reject an application for additional investment, switch or withdrawal requests at our discretion. We also reserve the right to fully withdraw your investment if your withdrawal request would cause your holding to be less than the minimum investment balance requirement.

Minimums may be varied from time to time at our discretion.

### Complaints resolution

You should notify us in writing if you have a complaint. We will acknowledge receipt of your complaint and aim to resolve it within 45 days. We will write to you to explain our decision and any further avenues of recourse.

We are a member of the Australian Financial Complaints Authority ('AFCA'), an independent body established to resolve complaints in the financial services industry. If we have not resolved your complaint within a reasonable time or you are not satisfied with our determination of your complaint, you can refer the matter to AFCA for resolution. Contact details for AFCA are:

#### Australian Financial Complaints Authority

GPO Box 3, Melbourne, Victoria 3001

[www.afca.org.au](http://www.afca.org.au)

Telephone: 1800 931 678

### Related parties

Generation Life reserves the right to outsource any or all of its investment management and administration functions, including to related parties, without notice to investors. All related party transactions entered into will be in accordance with relevant laws and be made subject to arms-length and commercial terms.

### Licensing and regulation

Generation Life is a registered life insurance company under the Life Act and is also an Australian financial services licence holder under the Corporations Act. We and the policy interests offered under this Product Disclosure Statement are subject to regulation by APRA and by ASIC. Our operations and the operations of the Fund are governed by the Product Rules, the Life Act, and the Corporations Act.

## Product Rules and security

The Product Rules govern the operation of the Fund. The Product Rules have been approved by APRA. The Fund is constituted as a separate benefit fund under the Product Rules.

The Fund is held separate and distinct from the other benefit funds and the assets of Generation Life. The Fund is therefore quarantined and protected from any potential adverse positions that may impact either us or any of the other benefit funds.

The contributions you make into the Fund will be invested by Generation Life (or its investment manager). Any investments made by Generation Life will become and remain the assets of Generation Life. For this reason, you do not have any rights or ownership over the Fund's investments. Furthermore, notional units allocated to you are purely notional and solely for the determination of the value of your investment. Your entitlement to a regular payment or one-off or other withdrawal arises at the time the payment or withdrawal from the unit-linked life insurance policy is processed.

The Product Rules provide us with certain rights and powers, including (but not limited to):

- the types of investment and funds that we can issue
- how the benefit funds are established, valued, priced and how they operate
- how applications are made and any conditions attached, including the power to accept or not accept applications and transfer/assignment requests at our discretion
- imposing conditions or restrictions on withdrawals or payments
- appointing or replacing investment managers; and
- determining taxation treatments, provisions and allocations to the benefit fund.

Any changes to the Product Rules must be approved by APRA. Please contact us to inspect a copy of the Product Rules.

## Your contract with us

By us approving your investment application, you enter into a contract with us. That contract is formed when we accept your investment application and issue your policy interest. The terms of your contract with us comprise the terms and conditions contained in your investment application, the Product Rules and this Product Disclosure Statement or any future Product Disclosure Statement or disclosure document issued.

## Investment manager benefits

Where allowed by law, we may receive certain benefits in the form of payments or rebates from the investment manager of the Fund. We may use these to reduce the management fees you pay, or they may be retained by us in our general management fund.

## Tax credits

The Product Rules provide for tax credits related to certain on-going expenses incurred by Generation Life in the management of the Fund to be passed onto the Fund. These tax credits are those arising from expenses, including costs associated with acquiring, disposing, registering Fund assets; appointing underlying funds and ongoing investment management; bank fees and duties; taxes, rates and outgoings on investment assets and legal costs. Otherwise, depending on the nature, size and origins of the expenses giving rise to the tax credit, the benefit of all other tax credits (whatever their source) are able to be realised by us and allocated at our discretion to the Fund and/or retained by us in our general management fund.

## Your liability

Investors are not under any personal obligation to indemnify Generation Life (or its creditors) in respect of our liabilities in relation to the Fund.

## FATCA & CRS Requirements under Automatic Exchange of Information

The Foreign Account Tax Compliance Act ('FATCA') attempts to prevent U.S. income tax avoidance by U.S. persons investing in assets outside the U.S., including through their investments in Foreign Financial Institutions. FATCA requires reporting of U.S. persons' direct and indirect ownership of non-U.S. accounts and non-U.S. entities to the U.S. Internal Revenue Service ('IRS').



The Australian Government has entered into an Inter-Governmental Agreement ('IGA') with the Government of the United States of America for the reciprocal exchange of taxpayer information. Under the IGA, Financial Institutions operating in Australia report information to the Australian Taxation Office ('ATO') rather than the U.S. IRS. The ATO may then pass the information on to the U.S. IRS.

The Common Reporting Standard ('CRS') is an information-gathering and reporting requirement for financial institutions in participating countries/jurisdictions, to promote a reduction in offshore tax evasion and protect the integrity of tax systems.

Under the CRS, financial institutions are required to identify customers who appear to be a tax resident outside of the country/jurisdiction where they hold their investments, and report certain information to the ATO. The ATO may then share that information with the tax authority where you are a tax resident of another country/jurisdiction.

Australian Financial Institutions such as Generation Life are required to comply with both FATCA and CRS obligations. As part of meeting our obligations, you are required to confirm and agree to certain terms and conditions. Refer to the 'Anti-money laundering legislation and financial crimes monitoring' section below for further information.

### **Anti-money laundering legislation and financial crimes monitoring**

We are bound by laws about the prevention of money laundering and the financing of terrorism as well as sanctions obligations, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ('AML/CTF Laws'). As part of meeting our obligations you are required to confirm and agree to certain terms and conditions as follows.

In order to comply with the AML/CTF Laws, we may need to obtain additional information before processing applications and withdrawals. This includes information to verify a potential or existing investor's identity and any underlying beneficial owner and/or controlling party of a potential or existing investor, and the source of funds of any investment.

Where we request such information from you, processing of applications or withdrawals may be delayed until the required information is received in a satisfactory form and the investor identified. We may reject any application where such documents are not provided prior to lodgement of, or accompanying, the Application Form.

A transaction may be delayed, blocked, frozen or refused where reasonable grounds are established that the transaction breaches the law or sanctions of Australia or any other country. Where such a transaction is delayed, blocked, frozen or refused, we are not liable for any loss (including consequential loss) to a potential or existing investor.

We may require additional information from a potential or existing investor to assist us in the identification and verification processes, and we may need to re-verify your information from time to time.

You should also be aware that under the legislation we are required to disclose information about suspicious matters to regulatory and/or law enforcement agencies and will be prevented from informing the relevant investor of such disclosure.

By us approving your application, you agree and acknowledge that:

- we are required to carry out procedures that verify your identity before providing services to you, and from time to time thereafter
- you are not investing under an assumed name
- any money you invest is not derived from or related to any criminal activities
- any proceeds will not be used in relation to any criminal activities
- you will not initiate, engage in or effect a transaction that may be in breach of AML/CTF Laws or sanctions (or the law or sanctions of any other country)
- if we ask, you will provide any additional information that we may reasonably require for the purposes of AML/CTF Laws or sanctions. This could include information about you, certification of your identity, your estate, about anyone acting on your behalf or the source of funds used in connection with a contribution

- in order to comply with AML/CTF Laws and sanctions, we may be required to take action, including delaying or refusing the processing of any application or any transaction related to your account if we believe or suspect that the application or transaction may breach any obligation of or cause us to commit or participate in an offence under any AML/CTF Laws or sanctions. We will not incur any liability in doing so
- you are not aware and have no reason to suspect that the money used to fund your investment is derived from or related to money laundering, terrorism financing or similar activities, and that proceeds of your investments will fund illegal activities
- in certain circumstances Generation Life may be obliged to freeze or block an account where it is used in connection with illegal activities or suspected illegal activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws or Financial Account Tax Compliance Act/Common Reporting Standard Act. If this occurs, Generation Life is not liable to you for any consequences or losses whatsoever and you agree to indemnify Generation Life if Generation Life is found liable to a third party in connection with the freezing or blocking of your account; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies or other entities.

If you are in default of your obligations under your account with us, we can close your account without notice if we have reasonable grounds to suspect that there is a breach of any of the conditions set out above, such as unsatisfactory conduct by you or if you fail to provide required information and documentation as requested within a stipulated time period or if we have reasonable grounds to consider that we need, subject to the provisions of the Life Act, to close your account for any other reason in order to manage appropriately any risks to which we are exposed (including the risk of damage to our reputation).

### Our tax reporting obligations

We are required to identify tax residents of countries other than Australia in order to meet account information reporting requirements under Australian and international laws.

If at any time after investing, information in our possession suggests that you may be a tax resident of a country other than Australia or you are an investing entity's controlling person or key beneficial owner, you may be contacted to provide further information on your foreign tax status and/or the foreign tax status of the entity and/or any controlling person/beneficial owner. Failure to respond may lead to certain reporting requirements applying to the investment.

A controlling person/beneficial owner refers to the individual(s) that directly or indirectly owns a legal interest in the entity of 25% or more and/or exercises actual effective control over the entity, whether from an economic or other perspective, such as through voting rights. In addition, in the case of a trust, a controlling person/beneficial owner includes the settlor(s), trustee(s), appointer(s), beneficiary(ies) or classes of beneficiaries and in the case of an entity other than a trust, the term includes persons in equivalent or similar positions.

By completing the Application Form, you certify that if at any time there is a change to the foreign tax status details for you, the entity and/or any controlling persons/beneficial owner, you will inform us. You also certify that if at any time there is a change of a controlling person or beneficial owner in your entity, you will inform us.

### Changes in tax residency

If you change from being a resident of Australia to a non-resident or vice versa, it is important that you notify us immediately. It is important that your tax residency information is correct, complete and not misleading.

This includes, ensuring you advise Generation Life within 30 days of any change in circumstances that affects your tax residency status, and ensuring you provide Generation Life with updated self-certification within 30 days of such a change in circumstances. Legislative penalties may apply for providing false or misleading information. For more information about your tax residency reporting obligations, we recommend you contact your taxation adviser or the ATO.

## Privacy policy

We respect and uphold your rights to privacy protection and we have measures in place governing how we collect, hold, use and disclose your personal information. These matters are governed by our Privacy Policy which covers information such as:

- your name, contact details and identification information
- banking details; and
- transactions and dealings with us, or with our related entities.

### Collection, use and disclosure of your personal information

We may collect, use and disclose your personal information for a variety of purposes, including:

- providing our services and products to you and in marketing and communicating offers and opportunities to you in managing and administering your investments (e.g. accounting, record-keeping, systems development, staff training and compliance monitoring); and
- to enable your financial adviser (including their agent) to provide you with financial advice and ongoing services.

### Information about others

If you give us personal information of another person, then you must ensure that person (or their parent or guardian if they are under 16 years) also understands our Privacy Policy.

### Providing your personal information to others

In the ordinary operation of our business, we may disclose your personal information to a range of people and organisations including:

- agents, contractors or service providers Generation Life engages to carry out or assist its functions and activities
- our related entities
- your authorised agent, solicitor, executor, administrator, trustee, guardian, attorney or financial adviser or anyone acting for you in connection with your dealings with us; and
- parties that Generation Life is authorised or required by law or court/tribunal order to disclose information to.

We will only use your personal information to enable these people or organisations to undertake matters covered within our Privacy Policy. If a financial adviser's details are provided in the Application Form, we may disclose your personal information and information about your investment to them, their licensee or their representatives. You acknowledge that your financial adviser, their licensee or representative are acting as your agent for this purpose.

### Confidentiality

We will take reasonable steps to ensure your personal information is held securely and protected from any misuse, interference or loss as well as unauthorised access, modification or disclosure.

### Accessing your information, correction and opting out

You may request access to your personal information. We will take reasonable steps to correct your personal information to ensure that it is accurate and up to date. If you believe that personal information we hold about you is incorrect then you may request us to correct it.

You can also opt out of receiving communications from us, other than as required for the management and administration of your investment and operation of our business. If you have any questions or a complaint about our Privacy Policy, you should contact our privacy officer at:

#### Generation Life Limited

GPO Box 263  
Collins Street West  
Melbourne VIC 8007  
Telephone: 1800 806 362  
Email: [privacy@genlife.com.au](mailto:privacy@genlife.com.au)

If we do not address your complaint to your satisfaction, you may write to the Privacy Commissioner at:

#### Office of the Australian Information Commissioner

GPO Box 5218  
Sydney NSW 2001

### Your consent

By signing the Application Form, you are consenting to us collecting, using and disclosing your personal information in accordance with our Privacy Policy.

### Changes and current Privacy Policy

We can change our Privacy Policy from time to time at our discretion. This is only a summary and a copy of the full version of our current Privacy Policy can be obtained from us or at [www.genlife.com.au](http://www.genlife.com.au)

### Direct Debit Service Agreement

You can authorise us in your Application Form to debit investment amounts directly from your nominated Australian financial institution account. We are unable to debit a third-party account, so you must be a party to the bank account selected for direct debits. For joint investors, at least one investor must be a party to the nominated account.

We will initiate direct debit drawings automatically upon acceptance of your instruction and we will not advise you beforehand. To avoid potential dishonours by your financial institution and any associated charges, it is your responsibility to ensure that:

- direct debit is available from any account you nominate; and
- your selected account has sufficient funds available to meet any authorised direct debits.

### Debiting your account

By signing a direct debit request, you have authorised us to arrange for funds to be debited from your nominated account. We will only arrange for funds to be debited from your nominated account as authorised in the direct debit request and Application Form. If the debit day falls on a day that is not a Melbourne business day, we may direct your financial institution to debit your nominated account on the following Melbourne business day. If you are unsure about which day your nominated account has or will be debited, you should ask your financial institution.

### Changes by us

We may vary any details of this agreement or a direct debit request at any time by giving you at least 14 days' written notice.

### Changes by you

You may change the arrangements under a direct debit request by completing the relevant direct debit form. If you wish to stop or defer a debit payment, you must advise us in writing at least five (5) Melbourne business days before the next debit day. You may also cancel your authority for us to debit your nominated account at any time by notifying us in writing at least five (5) Melbourne business days before the next debit day.

### Your obligations

It is your responsibility to ensure that there are sufficient cleared funds available in your nominated account to allow a debit payment to be made in accordance with the direct debit request.

If there are insufficient cleared funds in your nominated account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution
- you may also incur fees or charges imposed or incurred by us; and
- you must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be in your nominated account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct. If we are liable to pay GST on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### Dispute

If you believe that there has been an error in debiting your account, you should notify us directly on 1800 806 362 during business hours (Melbourne time) and advise us in writing as soon as possible so that we can resolve your query more quickly.

If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence of this finding.

Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter, you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

### Accounts

You should check:

- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions
- that the nominated account details that you have provided to us are correct by checking them against a recent account statement; and
- with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

### Confidentiality

We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure, and to ensure that any of our employees or agents who have access to this information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.


We will only disclose information that we have about you:

- to the extent specifically required by law; and
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

## Contact us

 [enquiry@genlife.com.au](mailto:enquiry@genlife.com.au)

 Investor services 1800 806 362  
Adviser services 1800 333 657

 GPO Box 263  
Collins Street West  
Melbourne VIC 8007

**genlife.com.au**

