FORESTERS FINANCIAL

**FUNERAL BENEFIT FUND** 

## Prepaid Funeral Plan

(INCORPORATING AWAY FROM HOME COVER)

PRODUCT DISCLOSURE STATEMENT DATED 1 JULY 2020

Foresters Financial Limited ABN 27 087 648 842 AFSL 241421







#### Things you should know

This Product Disclosure Statement (PDS) contains details about

- The Foresters Financial Prepaid Funeral Plan (Funeral Plan or the Plan); and
- The Foresters Financial Funeral Bond (Funeral Bond or the Bond); and
- The Away From Home Cover (which is ancillary to the Plan).

Both the Plan and the Bond are funeral expenses facilities (financial products) of the Foresters Financial Funeral Benefit Fund. The Away From Home Cover is a separate funeral expenses facility of the Foresters Financial Funeral Transfer Fund. All three products are issued by Foresters Financial Limited (Foresters Financial) from their respective benefit funds established under the Foresters Financial Constitution. Investors in each of the financial products offered under this PDS, the Plan and/or the Bond will become members of Foresters and of the Funeral Benefit Fund – rule B.4.5, and investors in the Away From Home Cover will become members of Foresters and of the Funeral Transfer Fund – rule 4 (collectively called the Funds).

The information contained in this PDS is the latest available at the date of printing. We will update information that should be updated by issuing a replacement PDS or a supplementary PDS, or by such other means which is convenient to you and allowable under the *Corporations Act 2001* (Cth). An electronic copy of this PDS, including the Application Form, can be downloaded from our website at www.forestersfinancial.com.au. If you have received this PDS electronically, please ensure that you have received the entire document, including the Application Form. A paper copy of this PDS is available free of charge and can be obtained by contacting us on the telephone number below. It is important that you read this PDS carefully before making an investment decision, as this document does not take into account your particular financial situation, investment objectives or needs. As investors' needs and aspirations differ, you should consider whether investing in the Plan, the Bond and the Away From Home Cover is appropriate for you. To help you make an informed investment decision, we recommend you obtain independent professional advice from a licensed financial adviser and/or tax adviser before investing.

Applications to invest in the Funds can be made by completing an Application Form contained in this PDS. This document may only be used by investors receiving it electronically or otherwise in Australia.

Issued by Foresters Financial Limited; ABN 27 087 648 842, Australian Financial Services Licence 241421. If you have any questions please contact us on 1800 645 326 (free call). This PDS is dated and issued on 1 July 2020.

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## About Foresters Financial

#### Foresters Financial is a leading funeral industry fund manager providing exceptional customer service.

Originating back in 1849 as the Ancient Order of Foresters, a Victorian friendly society, (now known as Foresters Financial) was established amid community concerns about the lack of financial and social support in times of extreme hardship. By pooling their funds, Society members who experienced unemployment, sickness, death or disability could rely on financial assistance and support from the Society, to ensure they and their families were looked after during difficult times.

More than 170 years on, Foresters Financial continues that tradition as a member-owned Australian financial services provider of investment and insurance products with approximately \$365 million in funds under management, serving over 80,000 members around Australia.



WHY INVEST? 03

# Why Invest in a Prepaid Funeral Plan?

A prepaid funeral plan will assist you in arranging and paying for your funeral in advance under a prepaid funeral contract. It is a tax paid investment, in the nature of a life policy, that can increase in value over time by the addition of accumulated declared bonuses or earnings. With no medical restrictions, it helps financially protect your family from the cost of a funeral.

#### FEATURES OF A PREPAID FUNERAL PLAN

- It provides the payment security for a contract between you and your contracted funeral director, enabling you to document how you want the funeral to be undertaken
- Must be made in conjunction with a prepaid funeral contract.
- The money must be held in an independently managed funeral fund.
- Once paid, the fixed price components of the funeral arrangement are locked in at today's price, subject to the terms and conditions of the prepaid funeral contract entered into with your contracted funeral director.
- There is no limit on how much you can invest (subject to the definition of funeral expenses).
- It may help maximise any government pensions or allowance entitlements.
- The declared bonuses or earnings are added to the investment.
- The investment proceeds can only be released after the death of the life insured to a funeral director to pay for the life insureds funeral expenses.

#### WHAT MAY BE COVERED UNDER A PLAN

- ✓ Burial or cremation fees
- ✓ Coffin or casket
- ✓ Floral arrangements or tributes
- ✓ Funeral vehicles
- ✓ Burial plot or cremation placement
- ✓ Funeral director's professional service fees
- ✓ Clergy offering or Celebrant's fees
- ✓ Funeral notices
- √ Wake expenses provided by funeral home
- ✓ Music or organist fees
- ✓ Statutory certificates
- ✓ Other funeral-related expenses

PREPAID FUNERAL PLAN 04

## Foresters Financial Prepaid Funeral Plan Benefits

Our Plan is a product of the Funeral Benefit Fund and the benefits are outlined below.

It is a secure investment to assist with the financial stress that a funeral can place on your family or friends. Our Plan provides you with the opportunity to:

- 1. Lock in your agreed funeral arrangements at today's prices which is referred to in this PDS as the fixed funeral service price; plus
- 2. The option of setting aside additional funds for other non-fixed price funeral related expenses through our Bond and which is referred to in this PDS as the non-fixed funeral service cost.

#### WHY CHOOSE FORESTERS FINANCIAL PREPAID FUNERAL PLAN?

- ✓ Your investment is capital guaranteed (your money is secure and guaranteed, see page 9)
- Quick access to the funds when they are most needed
- ✓ Exceptional customer service
- ✓ Flexibility on how you want to invest either lump sum or regular instalments\*
- ✓ Choose a funeral director and service that you want
- √ 30-day cooling off period
- ✓ Option of joint names to ensure you and your spouse are covered (see page 5)
- ✓ Optional cover for body transportation within Australia (see Away From Home Cover on pages 12-14)

#### **APPLICANT TYPES**

The Funeral Benefit Fund provides for Plan and Bond ownership to the following applicant types:

Single or Joint Policy - you can have a Plan and/or Bond in the name of one individual, as owner, or the Plan and/or Bond can be owned by two individuals. For a joint policy, upon the death of the first of the joint policy holders, your investment and accumulated bonuses will be paid out in full to meet the funeral expenses of the deceased.

The surviving policy holder will then have to enter into a new Plan and or Bond in order to meet their future funeral expenses.

 Power of Attorney ('POA') - A person appointed under a POA can take out a Plan and/or Bond on behalf of the donor; the donor being the person who has appointed a POA.

Persons taking out a Plan and/or Bond will become members of Foresters Financial and of the Funeral Benefit Fund and will remain members until their membership ceases in accordance with Funeral Benefit Fund rules.

#### THE PLAN EXPLAINED

You must have a prepaid funeral contract with a funeral director to have a Foresters Prepaid Funeral Plan. If you have NOT entered into a prepaid funeral contract, then please consider our Funeral Bond PDS which can be downloaded from

www.forestersfinancial.com.au.

There are some items in a funeral service that funeral directors can lock-in at today's prices (fixed price) and there are other costs, that because of their nature, may vary over time (non-fixed costs); so your prepaid funeral investments can be made up of just one or a combination of investments to meet the two types of funeral service costs.

Your investment can include:

1. Fixed funeral service price as set out in your prepaid funeral contract (a Plan)

#### OR a combination of

2. Fixed funeral service price (a Plan) + non-fixed funeral service costs (a Bond)

Another feature is the ability to identify a funeral director of your choice so that your Total Investment Payable\* can be easily directed to pay for your funeral.

Where your investment comprises of a Plan and a Bond, it is linked to your chosen funeral director as an Assigned Funeral Plan and a Nominated Funeral Director respectively. Each of these options are explained below.

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#### **BENEFICIARY OPTIONS**

#### **Assigned Funeral Plan**

The Assigned Funeral Plan option is only available for the Plan, representing the fixed funeral service price of your prepaid funeral contract.

Upon satisfactory evidence of your death and the funeral service has been conducted, then Foresters Financial will pay the Total Investment Payable to your contracted funeral director. You will need to complete the Assigned Funeral Plan Beneficiary section in the Application Form.

Should there be a dispute at the time of your death regarding the assigned funeral director, then Foresters Financial will retain the Total Investment Payable in Funeral Benefit Fund until the dispute has been resolved, subject at all times to the terms and conditions of your prepaid funeral contract and any applicable State or Federal legislation.

#### **Nominated Funeral Director**

The Nominated Funeral Director option is only available for your Bond investment to meet the non-fixed funeral costs that do not form part of your prepaid funeral contract.

Upon satisfactory evidence of your death and the funeral service has been conducted then Foresters Financial will pay these funeral related expenses to your Nominated Funeral Director with any remaining excess monies to be paid to your estate.

If you have set aside additional funds for non-fixed funeral costs in a Bond, then you will need to complete the Nominated Funeral Director Beneficiary section in the Application Form.

#### Things to note

As you have entered into a prepaid funeral contract with a funeral director, they will be provided with details of your investment from time to time. If you wish to change your funeral director, it can only be acted upon with the express written consent of your contracted funeral director.

If you wish to change the Nominated Funeral Director, it can be done at any time prior to death of the Life insured by contacting

<sup>\*</sup> See page 9 for Total Investment Payable calculations

Foresters Financial and completing a Change of Nominated Beneficiary Form. Both you and the Nominated Funeral Director will be provided with details of the investment from time to time. Regardless of the beneficiary option, you remain a member of the Funeral Benefit Fund and of Foresters Financial.

Please be aware that if you have both fixed and non-fixed funeral costs, then Foresters Financial will issue you with two Funeral Benefit Fund policies; a Prepaid Funeral Plan and a Funeral Bond.

**Please Note:** It is important that you inform your family or estate representative of your investment in the Funeral Benefit Fund and your funeral arrangements.

#### **CONTRIBUTIONS**

Please speak to your funeral director about their prepaid funeral contract payment requirements.

Foresters Financial accepts contributions either in one-off (initial) or ongoing (instalments) using a variety of payment methods such as cheque, direct payment to Foresters Financial's bank account or direct debit from a bank account, credit or debit card (using our Direct Debit Request Form on page 28). The minimum contribution amounts are outlined in the table below.

	Minimum amount
Initial contribution	\$100
Regular contributions	\$25 per month
Ad-hoc contributions	\$100

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#### **Direct Payments**

If you choose to make direct payments into Foresters Financial's bank account, which is only available for your initial contribution, please include your full name in the reference field so we can identify you. Foresters Financial's bank account details are:

Bank	Westpac
Name of Account	Foresters Financial Combined
Account BSB	033-059
Account Number	456732
Reference	<insert full="" name="" your=""></insert>

#### **Payments by Cheque**

If you choose to make a cheque payment, please ensure it is made payable to 'Foresters Financial Funeral Benefit Fund'.



## Investment Strategy and Bonuses

Monies paid into the Plan and if applicable into the Bond, are held in the Funeral Benefit Fund which is capital guaranteed (see page 9). The key objective is to provide members of the Funeral Benefit Fund with competitive returns whilst protecting the security of their investment. The Funeral Benefit Fund was established and is administered by Foresters Financial.

#### **ASSET ALLOCATION RANGE**

Under the Funeral Benefit Fund Rules, Foresters Financial has the ability to invest in a range of investments.

These investments are made based on recommendations from Foresters Financial's independent investment adviser.

The Funeral Benefit Fund may principally invest in cash, fixed interest securities, stocks, Australian shares and bonds. Typical investments may include low risk highly rated government and semi-government securities, money market securities, mortgage backed securities, bank backed securities, shares and term deposits, corporate bonds and Australian shares. Investments are also allowed with other financial institutions and in mortgages secured against land.

Foresters Financial has no predetermined view about how fair labour standards or environmental, social or ethical considerations will be taken into account, other than it will take into account such considerations it may

become aware of, but only to the extent that they financially affect the investment performance of the Funeral Benefit Fund.

Asset Class	Allowable Range
Australian Shares	0%-5%
Mortgage Backed Investments	0%-5%
Mortgages and Advances	0%-10%
Fixed Interest	0%-95%
Cash	0%-100%

#### **RISKS**

Investments in the Funeral Benefit Fund may be subject to a variety of risks including market and specific security risk. As a capital guaranteed fund, your contributions (less fees) and declared bonuses are guaranteed. These risks may affect the ability to pay a bonus in the future. It is important to note that when your Plan is assigned to your contracted

funeral director, they become the owner of the Plan and ultimately the entity entitled to the Plan's investment proceeds, and as such, will bear any risks associated with your investment in the Plan.

The funeral director has an ongoing obligation under your prepaid funeral contract to provide your selected funeral arrangements (fixed costs) irrespective of the value of the Plan assigned to the funeral director.

**Market risk** is the possibility that a member may not receive a bonus due to factors that impact the performance of financial markets in which they are invested. This can include material changes to interest rates.

**Security specific risk** is the possibility that a member may not receive a bonus due to factors that impact the performance of an individual company, industry or sector in which they are invested.

This can include poor business performance, competition or industry regulatory changes, including changes to the taxation treatment of the Funeral Benefit Fund.

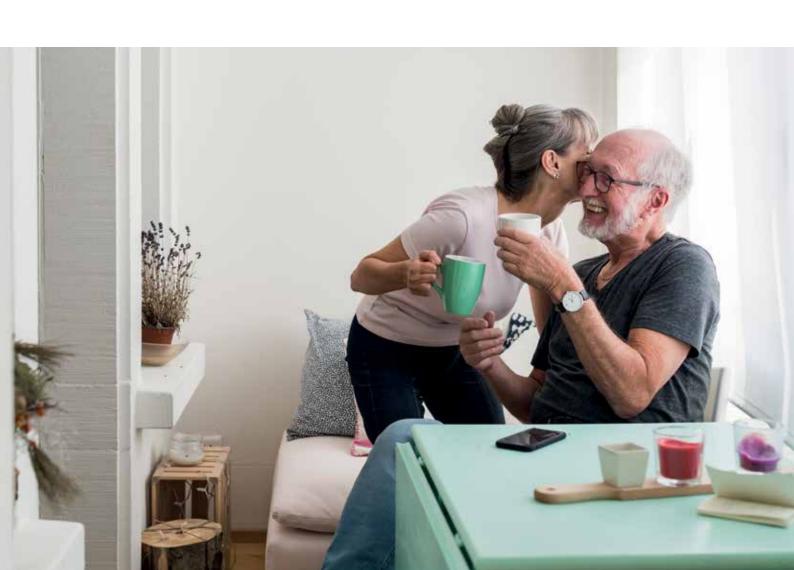
#### How we manage risk

Whilst it is not possible to eliminate all investment risks, we seek to minimise and manage investment risk through the appointment of an experienced independent investment adviser. Their investment mandate is to invest and manage the portfolio on behalf of Foresters Financial only in authorised investments and in accordance with our approved Investment Policy.

#### **CURRENT INVESTMENT INFORMATION**

You can obtain up-to-date investment information, including the asset allocation and historical bonus rates of the Funeral Benefit Fund, by visiting Foresters Financial's website www.forestersfinancial.com.au or calling us on 1800 645 326 (free call).

**Please Note:** Past performance cannot be taken as a guide to future returns. Future bonus rates of the Funeral Benefit Fund are not guaranteed and may be subject to fluctuations.



#### **CAPITAL GUARANTEED EXPLAINED**

Capital Guaranteed means that all money paid into the Funeral Benefit Fund plus declared bonuses, less fees (Away From Home Cover and funeral director GST and administration fees that may have been deducted) is secure. Your investment and its security is supported by the solvency reserves that Foresters Financial maintains in accordance with the *Life Insurance Act 1995* (Cth) and the APRA Prudential Standards issued under that Act.

#### **BONUSES**

Bonus is a term used to describe return or earnings on your investment.

Every year, Foresters Financial declares an annual bonus that is applied to the current value of your Plan and/or Bond. The bonus rate is calculated based on the investment earnings of the Funeral Benefit Fund, less income tax calculated at the corporate rate of 30%, management fees, expenses of the Funeral Benefit Fund and any other required transfers to statutory reserves.

The bonus rate is based on actuarial advice and is subject to approval by Foresters Financial's Board of Directors. Once approved, it becomes a declared bonus.

The declared annual bonus is allocated to the current value of your investment as at 30 June and forms part of your capital guaranteed investment and contributes to increased future bonuses (accumulated bonuses).

#### **Interim Bonus**

For investments that become payable within a financial year, an interim bonus rate may be paid.

If a claim is made after 30 June in the following financial year, but prior to the actual annual bonus rate declaration, then the interim bonus rate is applied from 1 July up until the date of when the investment is paid out.

The interim bonus is not guaranteed and can be amended at any time; it is based on actuarial advice and is a conservative estimate of the expected investment return of the Funeral Benefit Fund.

#### **Maturity Bonus**

The Maturity Bonus is the amount of tax paid on investment earnings of the Funeral Benefit Fund during the term of the Plan and/or Bond and this may be recoverable from the Australian Taxation Office upon maturity.

The Maturity Bonus is not subject to the capital guarantee.

#### TOTAL INVESTMENT PAYABLE CALCULATION

The value of your total investment in the Funeral Benefit Fund is summarised in the diagram below.



**Please Note:** Past performance cannot be taken as a guide to future returns. Future bonus rates of the Funeral Benefit Fund are not guaranteed and may be subject to fluctuations.

## Taxation, Fees and Pensions

#### **TAXATION**

The investment earnings of the Funeral Benefit Fund are subject to income tax at the corporate tax rate of 30%. This tax is paid by Foresters Financial as an expense of the Funeral Benefit Fund before the declaration and allocation of annual bonuses to the Plan and/or Bond.

However, under current tax rules, tax paid on the Funeral Benefit Fund income is expected to be fully recovered with the final calculation of the Total Investment Payable. This means that the Total Investment Payable will reflect its gross, pre-tax value.

As you have assigned your investment under the Plan, then your total investment becomes payable to your assigned (contracted) funeral director upon your death and your estate will not be assessed. Your assigned funeral director will be assessed on the receipt of the Plan proceeds as normal business income in the year of payment.

Growth in the value of your Plan is not subject to Capital Gains Tax.

If you have also set aside an amount for other non-fixed price additional funeral related costs in the Bond, then these will be paid out to your Nominated Funeral Director upon proof of death and performance of any funeral related services. Any excess funds after payment of these non-fixed price items will be paid to your Estate.

The income component of the Bond pay out will be assessable in the hands of the estate of the Life Insured in the year of receipt. Foresters Financial will inform the personal legal representative (usually the estate representative) of the assessable amount.

Growth in the value of the Bond is not subject to Capital Gains Tax. It is not necessary, under current taxation laws, for the member to include the amount of annual declared bonuses in their personal tax return.

This taxation information is general in nature, is current as at the date of issue of this PDS and may be subject to future legislative change. You should seek professional advice regarding your individual circumstances.

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

GST does not apply to your contributions or your Total Investment Payable. However, the provision of funeral services is subject to GST. You should discuss the impact of GST on the cost of funeral services with your funeral director.

#### STAMP DUTY

Stamp Duty may be payable on your initial investment in the Funeral Benefit Fund depending upon your State or Territory of residence and will be deducted from your initial contribution.

#### FEES AND CHARGES

	Amount
Entry fee	<b>\$</b> O
Exit fee	\$0
Commission	\$0
Management Fee	1.75% per annum

The Management Fee is calculated on the Funeral Benefit Fund's average gross assets less liabilities to the Management Fund and unsettled investment commitments at market value, at the beginning and end of the month and deducted monthly in arrears against the investment earnings of the Funeral Benefit Fund.

The Management Fee is used to fund the ongoing administration costs of the Funeral Benefit Fund.

Marketing assistance may be provided to funeral directors from Foresters Financial's management fees. No commission payments are paid.

#### **Direct Fund Charges**

Income taxes (includes corporate tax), bank debit taxes, investment management, brokerage, account keeping fees and any other taxes or statutory charges that are subsequently introduced will be charged against the Funeral Benefit Fund's investment earnings, monthly in arrears.

Both Management Fees and Direct Fund Charges reduce the investment earnings of the Funeral Benefit Fund.

#### SOCIAL SECURITY ENTITLEMENTS

Monies invested in the Plan to meet fixed funeral costs, are exempt for the purposes of the assets and income test and deeming provisions of both pension and veterans' entitlements legislation or other means tested Government benefits.

To satisfy the requirements of this social security legislation, your investment must be

kept solely to contribute towards your funeral expenses and must be a reasonable estimate of those expenses. Subject to these provisions, the entire amount of your investment in the Plan will be deemed an exempt asset.

However, if in addition to your Plan, you also have invested monies in a Bond to meet non-fixed funeral costs, then this investment is not exempt for the purposes of the assets and income test and deeming provisions of both pension and veterans' entitlements legislation or other means tested Government benefits. The monies invested in the Bond will remain an asset and will need to be declared as such to the relevant Government Departments.

For more information please visit www.humanservices.gov.au or seek specialist advice.

## Away From Home Cover (Optional)

Foresters Financial's Away From Home Cover protects your loved ones from the associated transportation costs, back to your chosen funeral director, up to a maximum of \$3,000, should you die whilst traveling within Australia, provided their premises are within 100km from your permanent residence.

#### WHAT'S COVERED

- The cost of transporting the deceased Life Insured's body from their place of death, being 100 kilometres or more from their permanent residence, to the funeral home of their chosen Funeral Director;
- Suitable container for transportation;
- Cost for preparing the body for transportation;
- Any professional service fee charged by the Funeral Director; and
- Costs associated with obtaining the appropriate documentation.

The Away From Home Cover is a product of the Foresters Financial Funeral Transfer Fund. Persons taking out a policy will become members of the Funeral Transfer Fund and of Foresters Financial. Membership and cover will cease if the member dies and is not entitled to make a claim or if their personal legal representative (usually the estate representative) makes a claim which is paid.

#### **PREMIUM**

	Amount
Applicant or member of a Funeral Bond or Prepaid Funeral Plan with Foresters Financial	\$120

#### **FEES AND CHARGES**

	Amount
Administration Fee	\$0
Management Fee	Up to 2% per annum

The Management Fee may vary from time to time in accordance with the Funeral Transfer Fund Rules, but may not exceed 2% of Funeral Transfer Fund's average gross assets.

The fee is calculated on Funeral Transfer Fund's average gross assets for a month and deducted in arrears against the investment earnings of Funeral Transfer Fund and accrues daily and is payable in arrears.

The Management Fee is used to fund the ongoing administration costs of the Funeral Transfer Fund.

#### **Direct Fund Charges**

Liabilities or expenses (including Taxes) incurred for the purpose of the business of the Funeral Transfer Fund and costs associated with making investments, including investment management fees, will be charged against the Funeral Transfer Fund's investment earnings.

Both Management Fees and Direct Fund Charges reduce the investment earnings of Funeral Transfer Fund.

#### **ELIGIBILITY TO APPLY**

You are eligible to apply for Foresters Financials Away From Home Cover if you:

- Are applying for either a single or joint Funeral Bond or Prepaid Funeral Plan with Foresters Financial: or
- Have within the past 6 months of this application already invested in a Funeral Bond or Prepaid Funeral Plan with Foresters Financial; and
- Are currently residing at your permanent residence: and
- Are aged 18 years or over and under 85 years; and
- Are an Australian permanent resident.

There are no medical restrictions to taking out Away From Home Cover.

#### **ELIGIBILITY TO CLAIM**

Your personal legal representative (usually the estate representative) is entitled to claim a benefit if you are a member of Funeral Transfer Fund and:

- You die within Australia, 100 km or more from your permanent residence; and
- Your chosen Funeral Director is less than 100 km from your permanent residence; and
- You are permanently living at your permanent residence; and
- You have not spent 3 or more months temporarily away from your permanent residence in the last 12 months preceding your death; and
- A claim from a joint policyholder has not already been made; and
- The claim is made within 6 months of your death.

Unless the eligibility conditions are all met, no benefit will become payable.

#### IMPORTANT INFORMATION

#### Cooling off period

If you change your mind for any reason, simply provide written notice of your intention to cancel your Away From Home Cover and return your Certificate of Membership for the Funeral Transfer Fund within 30 days from the date of issue or such other period permitted by relevant legislation. Foresters Financial will then refund all money contributed (subject to any applicable local State or Territory laws).

#### Keeping you informed

Upon your application being accepted to the Funeral Transfer Fund, Foresters Financial will send a confirmation letter and Certificate of Membership for the Funeral Transfer Fund directly to you.

#### **Terms and Conditions**

Eligible members will be covered up to a maximum of \$3,000.

To claim, notice and supporting evidence of death, together with transportation costs incurred, must be sent to Foresters Financial by your legal personal representative (usually the estate representative) within 6 months of death or your entitlement to claim and membership of the Funeral Transfer Fund and Foresters Financial shall automatically cease.

Payments from the Funeral Transfer Fund are not subject to tax. Policies have no surrender value.

#### JOINT POLICYHOLDERS

Two individuals may apply to become joint Life Insured's with Foresters Financial Away From Home Cover.

The first applicant (i.e. Applicant 1 in the Application Form) becomes the member of the Funeral Transfer Fund and will receive the Confirmation of Membership of the Funeral Transfer Fund and any other communications from Foresters Financial.

Upon the death of the first joint policyholder who is eligible to make a claim, the surviving policyholder will cease to be a member of the Funeral Transfer Fund and of Foresters Financial (unless membership is held in some other capacity) and will no longer be covered.

In the case where both joint policyholders are eligible to make a claim at the same time, then the claim will be assessed by Foresters Financial on the same basis had only one of the joint policyholders made a claim.

#### **INVESTMENT ALLOCATION RANGE**

Under the Funeral Transfer Fund Rules, Foresters Financial has the ability to invest in a range of investments which may comprise of Cash, Australian Shares, Mortgages, Fixed Interest and Government and Semi-Government Securities.

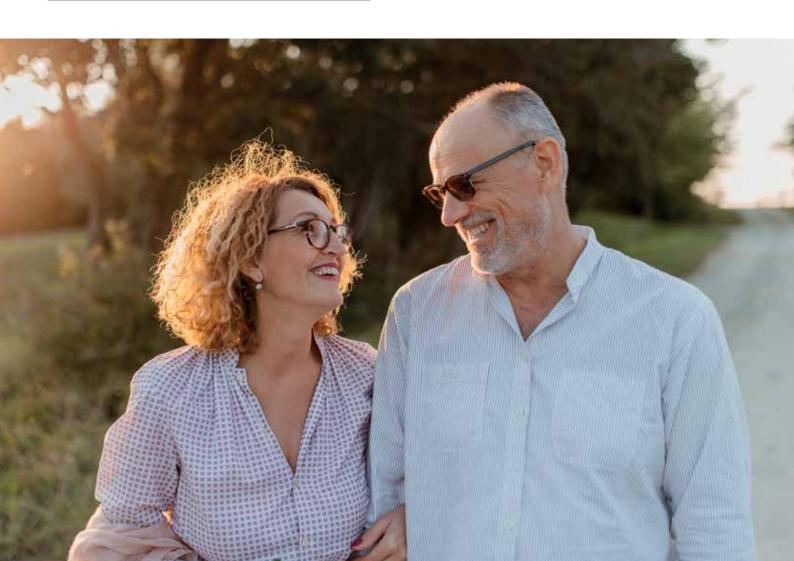
These investments are made based on recommendations from Foresters Financial's experienced and independent investment adviser.

Their investment mandate is to invest and manage the portfolio on behalf of Foresters Financial only in authorised investments and in accordance with our approved Investment Policy.

Asset Class	Allowable Range
Australian Shares	0%-20%
Mortgages	0%-40%
Fixed Interest	0%-50%
Government and Semi - Government Securities	0%-90%
Cash	10%-100%

#### **RISKS**

There is a risk that the policy holder(s) may die and not be eligible to make a claim under the Away From Home Cover. Eligibility to make claim is outlined on page 13 of this PDS.



## Important Information

#### THE FUNERAL BENEFIT FUND

#### **KEEPING YOU INFORMED**

When you enter into the Plan and/or Bond, Foresters Financial will send a confirmation letter and Certificate of Membership of Foresters Financial directly to you via your contracted funeral director.

All future information relating to your investment will be sent directly to your contracted funeral director with whom you have a prepaid funeral plan.

If you have opted to include a non-fixed cost component, the Bond, and so have Nominated a Funeral Director, you will be sent an annual statement detailing all transactions in relation to this investment during the past year as at 30 June.

Your Nominated Funeral Director will also receive information relating to the investment.

Foresters Financial will keep you up-to-date with any relevant changes that may materially or adversely affect your investment via our website www.foresterfinancial.com.au.

#### **TERMS AND CONDITIONS**

#### **Cooling off period**

If you change your mind for any reason, simply provide written notice of your intention to cancel your application and return your Certificate of Membership of Foresters Financial within 30 days from the date of issue or such other period permitted by relevant legislation.

We also recommend you consider providing similar written notice to your funeral director should you wish to cancel your prepaid funeral contract within the cooling off period. Foresters Financial then will refund all money contributed (subject to any applicable local State or Territory laws).

#### **Eligibility**

There are no medical restrictions to investing in the Funeral Benefit Fund but you must be at least 10 years of age. As per the *Life Insurance Act 1995* (Cth) a person who is at least 10 years of age but has not reached 16 years of age may, with written consent of a parent or guardian, invest in the Funeral Benefit Fund.

#### Changes to your prepaid funeral contract (including the funeral director)

As you have entered into a prepaid funeral contract with a specific funeral director, you are subject to the terms and conditions of that contract. Any changes to the contract, including changing your assigned or nominated funeral director are only allowable with the consent of the contracted funeral director and require written notice to be given to Foresters Financial from both you, as the member, and the funeral director.

As contract conditions can vary between firms, we suggest you discuss any changes and how they are to be made with your contracted funeral firm in the first instance.

#### **Investment withdrawal**

The Plan and/or Bond has been specifically designed to meet your future funeral expenses. Accordingly, withdrawal can only occur at time of death (subject to the cooling off period). After the cooling-off period has expired, the investment and accumulated bonuses cannot be accessed until after the death of the Life Insured.

#### Payment of funeral expenses

Upon your death and receipt of satisfactory supporting documentation\*, the Plan's Total Investment Payable will be paid to your funeral director to meet your fixed funeral costs. However, if there is a dispute at the time of your death regarding the assigned funeral director, then Foresters Financial will be required to retain the Total Investment Payable in the Funeral Benefit Fund until the dispute has been resolved, subject at all times to the terms and conditions of your prepaid funeral contract and any applicable State or Federal legislation. If you have taken out a Bond to meet non-fixed price funeral costs, then upon satisfactory supporting documentation that these costs have been incurred, the Bond's Total Investment Payable will be paid directly to your Nominated Funeral Director, with any excess paid back to your Estate.

If, however, the Nominated Funeral Director fails to meet the requirements of the non- fixed component within 21 days of your death or such other reasonable period determined by Foresters Financial, then the nomination shall be treated as having been cancelled and Foresters Financial will pay the Bond's Total Investment Payable to your personal legal representative (usually your estate representative) to be applied to your funeral costs.

\*Supporting documents include, but are not limited to, a completed Foresters Financial Death Claim Form and proof of death e.g. Death Certificate or Medical Cause of Death.

#### **GENERAL**

#### YOUR PERSONAL INFORMATION

Foresters Financial collects personal information you provide in response to the forms in this PDS or through any subsequent correspondence or communication. The information is collected for the primary purpose of Foresters Financial issuing our products to you (including assessing your application and identifying you).

There are also a number of related purposes for which your personal information will be collected, including processing of your application, the administration and managing of your investment in the Funeral Benefit Fund and the Funeral Transfer Fund to effectively provide our services and compliance with Australian taxation laws, the *Life Insurance Act 1995* (Cth) and other laws and regulations. If you do not provide Foresters Financial with your personal information, we may not be able to process your application, administer or manage your investment or tell you about other opportunities in which you may be interested.

Your information may also be used in connection with the purpose for which it is collected. Foresters Financial may also use your information to forward to you, from time to time, details of other opportunities offered by Foresters Financial in which you may be interested. You can let Foresters Financial know if you do not want to receive details of other investment opportunities by ticking the box on the Application Form or by contacting us.

Subject to the *Privacy Act 1988* (Cth), you are entitled to request access to the information that you provide to Foresters Financial. If you have a privacy query, concern or complaint relating to your Plan, please contact:

The Privacy Officer	
Postal Address	PO Box 7702 Melbourne VIC 3004
Telephone	1800 645 326 (free call)

If we are unable to address your query, concern or complaint to your satisfaction, you may contact the Privacy Commissioner at:

Office of the Australian Information Commissioner	
Postal Address	GPO Box 5218 Sydney NSW 2001
Telephone	1300 363 992 (free call)

The information that an investor provides to Foresters Financial may be disclosed to certain organisations. The types of organisations or persons to whom Foresters Financial usually discloses the information provided by investors includes:

- The Australian Taxation Office and other government or regulatory bodies;
- Your adviser or adviser dealer group, their service providers and any joint holder of your investment (if any);
- Organisations involved in providing services to Foresters Financial, such as any third-party service provider engaged by Foresters Financial to provide administration, investment management, technology, auditing, mailing or printing services; and
- Those where you have consented to such disclosure as required or authorised by law.

You should notify us immediately if any of your personal information held by us changes. If you would like to read our Privacy Policy, a copy is available on our website www.forestersfinancial.com.au/privacy or can be obtained by contacting our Privacy Officer.

#### **DISPUTE RESOLUTION**

Foresters Financial is committed to providing a great range of products and services to our members. Please talk to us using the details set out below if at any time we have not satisfied your expectations. Most times we will be able to resolve your concerns upon initial contact.

Foresters Financial	
Address	PO Box 7702 Melbourne VIC 3004
Telephone	1800 645 326 (free call)
Email	service@forestersfinancial.com.au
Website	forestersfinancial.com.au

If we are unable to resolve your concern, please ask to speak to our Customer Resolution Leader who will register your complaint and conduct an initial review of the matter and provide a recommendation to you. Our dispute resolution procedure is free of charge to you. If your issue cannot be resolved directly between you and Foresters Financial, then you may refer your issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial service complaint resolution that is free to consumers.

Their details are:

AFCA	
In writing to	GPO Box 3 Melbourne VIC 3001
Telephone	1800 931 678 (free call)
Email	info@afca.org.au
Website	www.afca.org.au

#### **FORESTERS FINANCIAL**

Foresters Financial issues the Prepaid Funeral Plan, the Funeral Bond, and the Away From Home Cover and is responsible for all administration, promotion and management of the Funeral Benefit Fund and Funeral Transfer Fund.

Foresters Financial is incorporated under the *Corporations Act 2001* (Cth) as a public company limited by shares and guarantee and is regulated by the Australian Securities & Investments Commission under the provisions of the *Corporations Act 2001* (Cth). It is registered under the *Life Insurance Act 1995* (Cth) as a Friendly Society Life Insurance Company and is regulated by the Australian Prudential Regulation Authority (APRA). The Funeral Benefit Fund and Funeral Transfer Fund are also registered under the *Life Insurance Act 1995* (Cth) and regulated by APRA.

Under the *Corporations Act 2001* (Cth), members of Foresters Financial are bound by the terms of its Constitution and are required to guarantee that in the event of the company being wound up and unable to meet its liabilities, they will contribute an amount not exceeding \$1.

Foresters Financial operates under strict government regulations covering friendly societies. The investment of members' money is subject to rigorous independent actuarial valuation and audit certification.

#### **CONSTITUTION AND FUND RULES**

In accordance with Foresters Financial's Constitution and the Funeral Benefit Fund Rules and Funeral Transfer Fund Rules, the assets of each fund maintained by Foresters Financial are separate and distinct from other funds and assets. The statements in this PDS give only a summary of the provisions of Foresters Financial's Constitution, Funeral Benefit Fund Rules and Funeral Transfer Fund Rules. Members may inspect a copy of the Constitution, Funeral Benefit Fund Rules

and Funeral Transfer Fund Rules at Foresters Financial's registered office any time between 9 am and 5 pm Monday to Friday (except Victorian Public Holidays).

#### PREPAID FUNERALS

Foresters Financial are not, and do not represent to be, a party to any contract or arrangement entered into between you and a particular funeral director for a prepaid funeral contract. Any such arrangement or contract is between you and the relevant funeral director.

Foresters Financial does not accept any responsibility or liability to ensure that the contractual obligations of the funeral director with respect to the Funeral Benefit Fund investment are met, other than the obligation to pay upon your death your Total Investment Payable to the funeral director to whom you have assigned or nominated your investment.

#### **DISCLOSURE OF INTEREST**

No Director of Foresters Financial, or any expert, has any interest in respect of the assets or benefits of the Funeral Benefit Fund and/or the Funeral Transfer Fund to which this PDS relates and in respect of which an entitlement, other than an entitlement on the same terms and conditions available to other members of the Funeral Benefit Fund and/or Funeral Transfer Fund, is available.

RSM Australia Partners, Brett & Watson Pty Ltd, TurksLegal and Pitcher Partners Investment Services Pty Ltd receive professional fees in respect of audit, actuarial, legal and investment services and advice provided in relation to the Funeral Benefit Fund and Funeral Transfer Fund, respectively.

#### FORESTERS FINANCIAL DIRECTORS

The under mentioned Directors of Foresters Financial have authorised the issue of this PDS:

Theodore Fleming, Chairman
Caroline Banhidy, Deputy Chair
Philip Fraher, Director
Richard Bouchier, Director
David Heath, Director

#### **CONSULTANTS TO FORESTERS**

#### **Auditor**

RSM Australia Partners

ABN 36 965 185 036

#### **Actuary**

Brett & Watson Pty Ltd

ABN 65 060 568 676

#### Lawyers

TurksLegal

ABN 50 150 169 411

#### **Investment Adviser**

Pitcher Partners Investment Services Pty Ltd

ABN 24 052 941 036

RSM Australia Partners, Brett & Watson Pty Ltd, TurksLegal and Pitcher Partners Investment Services Pty Ltd have each given, and have not before the date of this PDS withdrawn, their consent to be named in this PDS.

They are not responsible for the contents of and accept no liability in respect of this PDS, nor have they authorised or caused the issue of this PDS.



## Completing Your Funeral Benefit Fund Application

The Foresters Financial Funeral Benefit Fund Application Form can be used for the Plan, the Bond and the Away From Home Cover. Simply mark what you are applying for at the beginning of the Application Form.

The following table may assist you in completing the Application Form.

	SINGLE/JOINT APPLICATION	POWER OF ATTORNEY (POA)						
Part 1: Personal Information	Single: complete Applicant 1 details  Joint: complete both Applicant	POA to provide the Life Insured's details under Applicant 1. If all correspondence is to be sent to the POA then complete the Principal Contact Details section.						
	1 and 2 sections. Applicant 1 will become the primary contact.							
Part 2: Your Beneficiary	As you have entered into a Prepaid must complete the Assigned Funer	Funeral Plan with fixed funeral costs, you al Plan beneficiary option.						
Options	If you have also invested in a Bond to meet non-fixed funeral costs as part of the Application, you will need to complete the Nominated Funeral Director Option.							
Part 3: Payment Details	Fixed Funeral Service Price and the referred to as your Non-Fixed Inves	the amount you invest in the Prepaid Funeral Plan is referred to as your Total exed Funeral Service Price and the amount you invest in the Funeral Bond is referred to as your Non-Fixed Investment. Please provide the details of your litial contribution and the method of payment and if applicable any ongoing contributions.						
Part 4: Declaration	Please sign and date. For Joint applications please ensure both applicants complete the declaration.	The POA needs to sign and date.						
Queensland Residents ONLY	that you also need to complete a C	quirement of the Queensland Government lient Care Statement which must accompany sfinancial.com.au/qccs to download the						
Part 5: Direct Debit Request (DDR) Form	The DDR form can be used for one- Please ensure that the bank accoun	off as well as ongoing regular payments. It holder signs and dates this form.						
. 4 (/	Please note for credit card paymen the original signed and completed	t Foresters Financial is only able to accept form by post mail.						

<b>Funeral B</b>	3e	nefi	t Fu	ınd	A	ppli	ca	tic	n F	orm						
(Only to be comp I wish to apply for (Away From Hom This application is	r mei e Co	mbersh ver).	ip of Fo	oresters	s Fir	nancial's	Fun	eral B	enefit F		d/or	the Fu	ınera	l Tra	nsfer	Fund
This application is	for	a [	Pre	paid Fu	ıner	al Plan	Г	Fun	eral Bon	nd	Aw	ay Fro	om H	ome	Cove	er
IMPORTANT INFO Prior to signing th Fund Prepaid Fun (Please use CAPIT	is ap eral	plicati Plan Pr	oduct [	Disclosu							esters	Finar	ncial F	−une	eral B	enefit
Part 1: Personal Information																
Applicant 1:	!	Single	OF	₹		Joint (	app	licant	: 1)							
Title	1	Mr	Mr	S		Ms		Miss		Other						
First Name																
Last Name																
Birth Date	D	D 1	м М	Y,	Υ	YY										
Street Address																
Suburb									State			Posto	ode			
Telephone (Day)									Mobile							
Email																
Applicant 2:		Joint (	applic	ant 2)												
Title		Mr	Mr	S		Ms		Miss		Other						
First Name																
Last Name																
Birth Date	D	D 1	М	Y,	Y	YY										
Street Address																
Suburb									State			Posto	ode			
Telephone (Day)									Mobile							
Email																
Principal Cont									in the cas	se where	you a	re the P	ower (	of At	orney	(POA).
Contact Type		POA	OR			Other										
Title		Mr	Mr	S		Ms		Miss		Other						
First Name																
Last Name																
Street Address																
Suburb									State			Posto	ode			
Telephone (Day)									Mobile							

Email

#### **Part 2: Your Beneficiary Options**

With your investment, there are two options available and it will depend on the funeral arrangement you have chosen. If your Plan consists of an investment to meet fixed funeral costs, then you need to complete the Assigned Funeral Plan section.

If your investment is also made to meet non-fixed funeral costs, then you also need to complete the option of nominating a funeral director. You cannot assign this part of your Plan. Your Beneficiary Options are explained further on page 5 of this PDS.

Please indicate the applicable boxes, ensuring you complete and sign each section that applies.

#### 1. Assigned Funeral Plan

As you have a Prepaid Funeral Plan you must assign your Plan to your contracted funeral director. Please complete, acknowledge and sign below.

I/We in accordance with the *Life Insurance Act 1995* (Cth), and the Foresters Financial Constitution do hereby assign my/our interest in the Foresters Financial Prepaid Funeral Plan to:

#### Funeral Director Details (MUST be completed)

Company Name					
Street Address					
Suburb		State	Postcode		

#### I/We acknowledge that:

- An assignment transfers ownership of my/our Plan investment in the Funeral Benefit Fund to my/our contracted funeral director;
- The assignment is subject to me/us entering into a prepaid funeral contract, or other bona fide funeral or burial arrangement and that Foresters does not accept any liability or responsibility to ensure that such contract or other bona fide funeral or burial arrangement is met in part or in full;
- An assignment is not valid until registered by Foresters Financial and that despite the assignment, the Applicant(s) remain a member of the Funeral Benefit Fund and of Foresters Financial; and
- The Assignor(s) is over 16 years of age.

Signature (Applicant 1)	Date	D D	MM	YYYY
Signature (Applicant 2)	Date	D D	ММ	YYYY
Signature Funeral Director	Date	D D	MM	YYYY

#### OFFICE USE ONLY

OT THE USE ONE!								
Date of Assignment Registration	Assignment Register Number							
D D M M Y Y Y Y								
Signed by an authorised officer of Foresters Financial	Date D D M M Y Y Y							

	2. Nominated	<b>Funeral</b>	Director	Option
	Z. Nominiated	I dilcidi	Director	Option

By nominating a funeral director as your beneficiary for the non-fixed funeral costs of your prepaid funeral (the Bond), you agree to the funeral director having access to your investment information. Investment information will be sent to both yourself and your Nominated Funeral Director.

As this part of your investment does not form part of a prepaid funeral contract, your nominated beneficiary can be changed at any time prior to death.

Please complete and acknowledge below.

I/We in accordance with the Foresters Financial Constitution do hereby nominate my/our investment in the Foresters Financial Bond to:

#### Funeral Director Details (MUST be completed)

Company Name				
Street Address				
Suburb		State	Postcode	

#### Part 3: Payment Details

Please indicate below how the allocation of the total amount invested will be distributed to Foresters Financial.

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

#### Things to note

Away From Home Cover, GST, Administration Fee, Prepaid Funeral Plan and Funeral Bond.

<sup>&</sup>lt;sup>1</sup>This amount represents the total funeral service costs. This amount, excluding GST, will be invested in the Prepaid Funeral Plan.

<sup>&</sup>lt;sup>2</sup> This amount represents the investment in the Funeral Bond.

<sup>&</sup>lt;sup>3</sup> Any Administration Fee collected (unless advised otherwise) or GST charged and remitted to Foresters Financial is refunded to the Funeral Director in accordance with this PDS as these amounts form part of the cost of the agreed service as opposed to part of your investment with Foresters Financial.

<sup>&</sup>lt;sup>4</sup> If the initial investment amount paid to Foresters Financial is less than D, it will be applied in the following order:

#### **Payment Type**

Please mark applicable

Initial (One-Off)	Instalments (Ongoing)	Method
		Cash
		Direct Payment to Foresters Financial's Bank Account Please ensure the reference field includes your full name Bank: Westpac Name of Account: Foresters Financial Combined Account BSB: 033059 Account No: 456732
		Cheque Please ensure it is made payable to 'Foresters Financial Funeral Benefit Fund'
		Credit/Debit Card or Bank Account Please complete the Direct Debit Request Form on page 28 of this Product Disclosure Statement

#### Part 4: Declaration

I/We have read, and agreed to be bound by the Foresters Financial Funeral Benefit Fund Prepaid Funeral Plan Product Disclosure Statement dated 1 July 2020.

I/We agree to be bound by the Rules of Foresters Financial Funeral Benefit Fund and/or the Funeral Transfer Fund (collectively called the Funds) (as amended from time to time) and the terms and conditions upon which the Prepaid Funeral Plan and or Bond is issued and, if applicable, the Funeral Transfer Fund from which the Away From Home Cover is issued.

I/We agree that in the event that I/we effect more than one funeral policy or enter into additional policies, the aggregate contributions do not and will not exceed the amount required to meet the cost of my/our funeral chosen by me/us.

I/We acknowledge that THE FUNERAL INVESTMENT and THE FUNERAL TRANSFER FUND POLICY WILL REMAIN IN EFFECT UNTIL THE DEATH OF THE APPLICANT OR IN THE CASE OF JOINT APPLICANTS, THE FIRST DEATH TO OCCUR and NO MONEY CAN BE WITHDRAWN FROM THE FUNERAL BENEFIT FUND OR WILL BE PAID FROM THE FUNERAL TRANSFER BEFORE THAT TIME, except during the cooling-off period.

I/We acknowledge that Foresters Financial does not guarantee the investment performance of the Funds.

I/We acknowledge that if I/we have received this Application Form from the Internet or other electronic means, I/we declare that I/we have received it personally, or a printout of it, accompanied by or attached to the complete Foresters Financial Prepaid Funeral Plan Product Disclosure Statement dated 1 July 2020.

I/We acknowledge that my/our personal information will be collected, used and disclosed in accordance with Foresters Financial Privacy Policy and with the law.

I/We acknowledge that if this Application Form has been completed by the Funeral Director as authorised under the terms and conditions of their pre-paid contract that the funeral director in signing this application form on behalf of the Applicant is acknowledging that they have been rightly empowered to do so.

I/We acknowledge that Foresters Financial may from time to time offer goods and services appropriate for my needs and interests.

I/We consent to my/our information being used for direct marketing subject to my/our right to opt-out by calling 1800 645 326. If you do **NOT** wish to be updated with such opportunities please mark the box below. Foresters Financial may use service providers, such as posting services to assist us in doing so. If you do not mark the box we will assume that you want to hear about these opportunities.

I/We acknowledge that by providing my/our email address in this Application Form, Foresters Financial may use this address to provide me, where permitted by law or regulation, information via email about my/our Prepaid Funeral Plan, Funeral Bond and/or Away From Home Cover, including any communications such as annual statements to satisfy any continuous disclosure requirements.

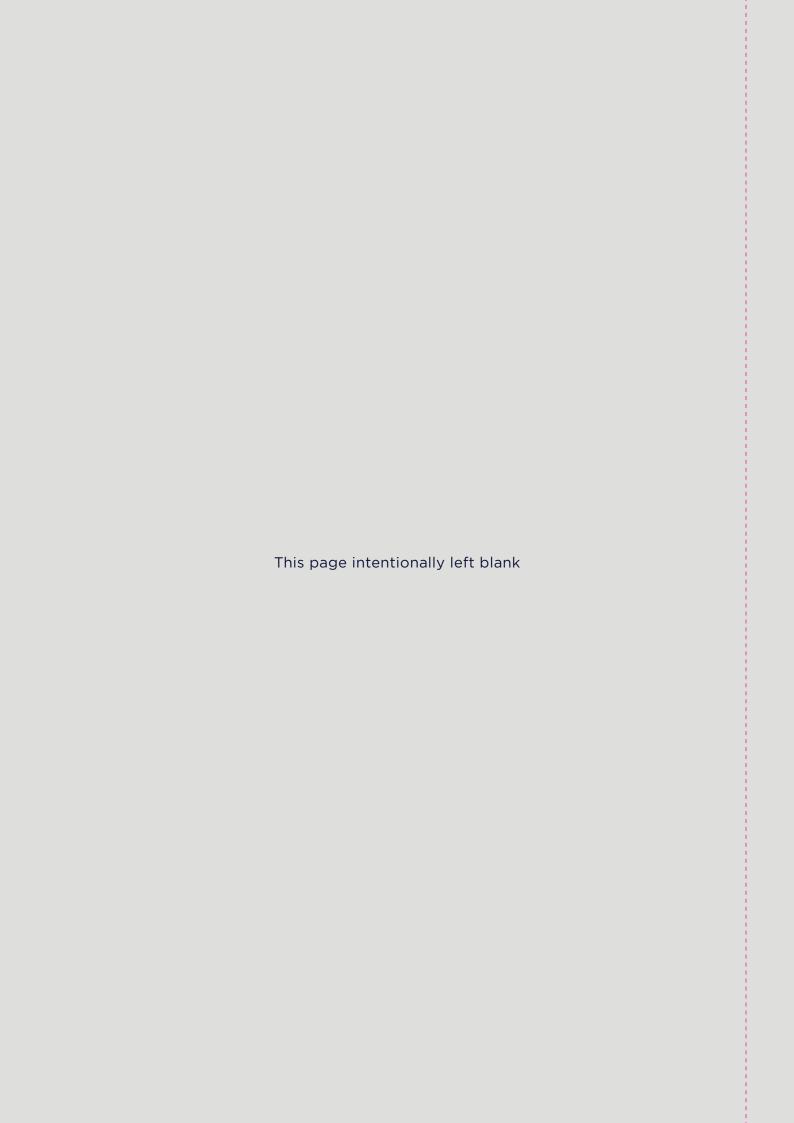
I/We acknowledge that if I/we have applied for membership of the Away From Home Cover that:

I/We currently reside in my/our permanent residence which is within 100km of my/our nominated or assigned funeral director as set out in Part 2 of this PDS Application Form; and

I/We are over 18 years and under 85 years of age; and

Policies issued from the Funeral Transfer Fund have no surrender value and I/we will be unable to make a claim on the Funeral Transfer Fund unless I/we meet the eligibility conditions described in the PDS.

Signature Applicant 1*	Date	D	М	М	Υ	Υ	Υ	Υ
Signature Applicant 2*	Date	D	М	М	Υ	Υ	Υ	Υ



#### Part 5: Direct Debit Request (DDR) Form

#### Please use CAPITAL letters. To comply with banking requirements, if completing the Credit Card Details section this form must be mailed by post to the address listed below. Date Foresters Financial Limited, User ID 028104 То PO Box 7702 Melbourne VIC 3004 Account Holder 1/ Company Name Account Holder 2 (if joint policy) ABN/ ARBN (if applicable) I/We, request and authorise you, Foresters Financial Limited, until further notice in writing to debit the nominated account described in the schedule below to pay for investment or insurance policies. I/We understand and acknowledge that: The Bank/Financial Institution may in its absolute discretion determine the order of priority of payments by it of any money's pursuant to this request or any authority or mandate; and 2. The Bank/Financial Institution may in its absolute discretion at any time by notice in writing to me/us terminate this request as to future debits. 3. I/We acknowledge that this direct debit or charge will be arranged by Foresters Financial's financial

#### **Payment Method**

Agreement.

#### A. Bank Details

Name/s on Account							
Bank							
BSB Number							
(Must be 6 Digits)	Account Num	ber					
6:							
Signature		Date	DD	ММ	Y	YY	Y
Account Holder 1							
Signature		Dato	D D	ММ	$\vee$	VV	
Account Holder 2		Date		141 141	T I	T T	I I

institution and made through the Bulk Electronic Clearing System Framework (BECS) from our

nominated account and will be subject to the terms and conditions of the Direct Debit Request Service

#### AND/OR

#### **B. Credit Card Details**

Visa OR	Mast	ercard				
Credit Card Number						
Expiry Date	ММ	YY	Security			

PLEASE NOTE: American Express cards are not accepted.

Payment Frequency A. One-off Payment	
Credit Card OR Bank Account	
Amount to be deducted \$	
Deduction to be made on/or after this date DDMMMYYYY	
AND/OR B. Ongoing Payment	
Credit Card OR Bank Account	
Amount to be deducted \$ .	Target Amount \$
Frequency of deductions Fortnightly Mo	onthly Quarterly Half-Yearly Yearly
Deduction to be made on/or after this date D D M M Y Y Y	
Contact Details - Account Holders Account Holder 1 Account Holder 2	
Name	Name
Street Address	Street Address
Suburb	Suburb
State Postcode	State Postcode
Phone	Phone
Email	Email
Signature - Account Holders Signed in accordance with authority on your account:	
Signature	Signature
Date D D M M Y Y Y	Date D D M M Y Y Y
Contact details as above	Contact details as above
Contact Details - Company Signatory 1 Signatory 2	
Name	Name
Street Address	Street Address
Suburb	Suburb
State Postcode	State Postcode
Phone	Phone
Email	Email
Signature - Company Signed in accordance with authority on your account:	
Signature	Signature
Position Held	Position Held
Date D D M M Y Y Y	Date D D M M Y Y Y
Contact details as above	Contact details as above

#### Part 6: Direct Debit Request (DDR) Service Agreement

This document outlines Foresters Financial Limited, User ID 028104, ABN 27 087 648 842 obligations to you, in respect of the DDR arrangements made between Foresters Financial and you. It sets out your rights and obligations to us, together with where you should go for assistance.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

#### **DEFINITIONS**

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

Direct Debit Request (DDR) means the written, verbal or online request between us and you to debit funds from your account.

*us or we* means Foresters Financial, (the Debit User) you have authorised by requesting a Direct Debit Request.

you means the customer(s) who has authorised the Direct Debit Request.

your financial institution means the financial institution at which you hold the account you have authorised us to debit.

#### **INITIAL TERMS OF AGREEMENT**

In terms of the DDR arrangements specified on your DDR Form we undertake to periodically debit the nominated account for the agreed amount for contributions to your Policy.

#### **DIRECT DEBIT ARRANGEMENTS**

The first direct debit under this DDR arrangement will occur in accordance with your DDR form. If any direct debit falls due on a non-banking day, it will be debited to your account on the next business day following the scheduled direct debit date.

We will give you at least 14 days' notice in writing when changes to the initial terms of the arrangements are made. The notice will state relevant changes to the initial terms.

#### CHANGES TO THE ARRANGEMENT

All changes to the DDR arrangements must be in writing and forwarded directly to Foresters at least 7 business days prior to the date of your specific change. These changes may include:

- Deferring a direct debit; or
- · Altering the schedule; or
- Stopping an individual debit; or
- · Suspending the DDR; or
- Cancelling the DDR completely.

If you wish to discuss any changes to the initial terms, telephone us on 03 8580 4000 or 1800 645 326 (free call).

#### YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- Your nominated account can accept direct debits (your financial institution can confirm this) as this option may not be available on all accounts via the Bulk Electronic Clearing System (BECS);
- On the direct debit date there are sufficient cleared funds in the nominated account;
- You advise us if the nominated account is transferred or closed;
- You arrange a suitable payment alternative should your bank terminate the DDR for any reason;
- You ensure that all authorised signatories nominated on the financial institution account to be debited sign the Direct Debit Request;
- You check your account statement to verify that the amounts debited from your account are correct; and
- You check with your financial institution before completing the DDR if you have any queries about how to complete the DDR.

If a direct debit is returned or dishonoured by your financial institution, you will be advised in writing that we will add that debit amount on the next scheduled direct debit date. Any transaction fees incurred by us in respect to the above may be recovered by adding that amount to the next scheduled direct debit.

#### **DISPUTES**

If you believe that a direct debit has been initiated incorrectly, we recommend that you take the matter up directly with us by contacting us on 03 8580 4000, or 1800 645 326 (free call), during office hours.

If the dispute is unresolved and/or you are dissatisfied with the response, contact your financial institution who will respond to your claim. You will receive a refund of the direct debit amount if we cannot substantiate the reason for the direct debit.

#### **ENQUIRIES**

Direct all enquiries to us, rather than your financial institution, at least 5 business days prior to the next scheduled direct debit date. All communication should include your member and policy numbers.

Simply contact us on 03 8580 4000, or 1800 645 326 (free call), during office hours.

#### 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 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; or for the purposes of this agreement (including disclosing information in connection with any query or claim).





Level 4, 417 St Kilda Road Melbourne VIC 3004