



GUARDIAN  
PLAN

# Guardian Prepaid Funeral Fund

## PRODUCT DISCLOSURE STATEMENT

Issued by Over Fifty Guardian Friendly Society Limited

# Important Information



This is the product disclosure statement (**PDS**) for customers who are interested in a funeral bond issued by the Over Fifty Guardian Friendly Society Limited (**the Society**) ABN 81 087 649 063 AFSL 524353 pursuant to the Over Fifty Guardian Prepaid Funeral Fund Number 6 (**the Fund**).

The Society is a regulated life insurance company within the meaning of the Life Insurance Act 1995 (Cth) (**Life Act**).

The Fund is a prepaid funeral benefit fund established under the Life Act and the Society's Constitution. Once your application to become a member of the Fund is accepted, the Society will issue you a Policy, which you will immediately assign and transfer ownership of, to Memorial Guardian Plan Pty Limited (**Guardian Plan**) ABN 82 066 115 115 as the consideration payable under your prepaid Guardian Plan Contract.

You should read this PDS carefully before making any investment decisions. The information provided in this PDS is general advice only, as in preparing it, we have not taken into account your particular investment objectives, financial situation or needs or taxation or social security pension/benefit position. You should consider whether investing in the Fund is appropriate for you, given your own individual circumstances.

All taxation and social security information in this PDS is general in nature and does not constitute personal financial advice. Taxation and social security considerations are based on present laws and may be subject to change. The level of tax benefits or tax-effectiveness or available social security benefits from investing in the Fund may vary, depending on your individual circumstances.

The tax and social security benefits and future investment performance of the Fund are not guaranteed.

In this PDS we will explain information about the Society, how your funds are invested to assist the provision of your agreed prepaid funeral goods and services (**Funeral Services**) at the time of maturity of the Policy and discuss further the benefits to you and your loved ones.

This PDS makes it easy for you to become a member of the Society and to complete the required application details. You can also find information on how to contact us.

Lastly, this PDS will explain a range of legal and statutory matters, such as the potential tax and social security advantages of taking out a Policy, the privacy of the information you provide to us and other matters relevant to membership of the Society.

Information contained in this PDS is the latest available at the date of printing. However, some information in this PDS can change from time to time. If a change is materially adverse, then we will issue a supplementary or replacement PDS.

Non material changes to information in this PDS will be made available at [www.guardianplan.com.au](http://www.guardianplan.com.au) or by such other means as allowed under the Corporations Act. A paper copy of any updated information will be provided free of charge on request.

This PDS should be read in conjunction with your Guardian Plan Contract.

Please note you should consider whether an investment in the Fund or the purchase of a Guardian Plan Contract, is right for you and seek advice if you are unsure.

By entering into a Guardian Plan Contract you agree to prepay for the purchase of Funeral Services as itemised therein from Guardian Plan.

For your reference, a glossary of terms and words used in this document is contained on page 3.

The product issued from the Fund is a friendly society prepaid funeral bond, being a life policy in terms of the Life Insurance Act and is not to be confused with a funeral insurance policy.

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## Glossary

IN THIS PDS AND THE ATTACHED FORMS, WE REFER TO...	AS...
the Rules	Rules of the Fund
Policy	The Fund policy issued by the Society
Guardian Plan Contract	Prepaid funeral plan you enter into with Guardian Plan
Specified Beneficiary	A person nominated by the Member to receive the Funeral Services following their death
Member	A person or persons admitted to membership of the Society
Life Insured	The person whose death triggers maturity under the Policy and who is provided with the Funeral Services
Application Form	The application form to be completed by Policy applicants

# Key Features and Benefits

FEATURE	SUMMARY	PAGE
<b>Peace of mind</b>	While planning a funeral is not a subject that any of us feel comfortable with, it is one of the most thoughtful things you can do for your loved ones. With some forethought, you prepay for your funeral expenses and can relieve your family of any future financial burden of funeral expenses.	Page 6
<b>Social security Entitlements</b>	Your Policy is designed to be exempt for the purposes of the assets test and the deeming provisions of the income test of social security legislation. Also, when your Policy is assigned to a funeral director, the Policy amount applied to prepay your funeral expenses is exempt under social security legislation.	Page 6
<b>Protection against inflation</b>	With the Guardian Plan Contract you pay for your future funeral service today, all at once or in easy to manage instalments. Paying for tomorrow's funeral or funeral-related services at today's prices protects you against future price rises.	Page 6
<b>Trusted funeral homes</b>	InvoCare Limited ( <b>InvoCare</b> ) ABN 42 096 437 393 is the owner, operator, and steward of over 290 trusted funeral home locations.	Page 5
<b>Plan the funeral service you want</b>	Tailor the funeral service that best suits you, at today's prices.	Page 6
<b>No health check required</b>	A body corporate or Australian resident over 16 years of age, irrespective of medical or health history, can apply for a Policy and prepay a Guardian Plan Contract.	Page 7
<b>No waiting periods on benefits</b>	When the prepaid Funeral Services are required, contact should be made with Guardian Plan on 1800 773 752 or the nominated funeral provider on the Guardian Plan Contract, who will take care of all the funeral arrangements.	Page 7
<b>Instalment Plan</b>	You can pay for your Guardian Plan Contract in monthly instalments.	Page 7
<b>Cooling off period</b>	If you are not satisfied with your Policy, you may cancel within 30 days of the date of the membership confirmation and welcome letter or within such other period as required by legislation and have any funds paid refunded.	Page 9

# About Over Fifty Guardian Friendly Society Limited

The Society is a mutual organisation that belongs to its members. The Society was founded in 1994 and gives you an opportunity to prepay for Funeral Services. It is governed by its Constitution, a copy of which can be obtained from the Society's registered office during normal business hours. Contact details for the Society can be found in the Directory on the inside back cover of this document.

The Fund was established to receive and hold funds paid for prepaid Funeral Services. The Society is responsible for investing the funds on behalf of Guardian Plan in accordance with the Rules until it can be released to Guardian Plan on Policy maturity to meet the costs of the Funeral Services selected in the Guardian Plan Contract. The Society does not have responsibility for the provision of contracted Funeral Services after the release of the monies to Guardian Plan, which is governed by your contract with Guardian Plan.

The Fund meets the requirements of prepaid funeral legislation applicable in Australia and is regulated by the Australian Prudential Regulation Authority (APRA).

## About Memorial Guardian Plan Pty Ltd

Guardian Plan is the organisation which has entered into the prepaid Guardian Plan Contract with you. It is a trusted name in prepaid funeral plans and has relationships with hundreds of Australia's most respected funeral providers and brands.

Once your Guardian Plan Contract is paid in full, Guardian Plan is responsible for ensuring the delivery of your selected Funeral Services from your nominated funeral provider when required.

Guardian Plan is a subsidiary of InvoCare, a listed Australian public company and Australia's largest provider of funeral services.

## About InvoCare Ltd

InvoCare is a leading international provider of funeral, cemetery, crematoria and related services. It currently operates in Australia, New Zealand and Singapore.

## Are Guardian Plan and the Society independent organisations?

Guardian Plan and the Society are separate organisations and neither is the agent of the other.

The Society receives and invests the funds you pay for your Guardian Plan Contract in authorised investments of the Fund.

Under your Guardian Plan Contract, Guardian Plan is assigned ownership of the Policy issued by the Society. The Policy proceeds cannot be released to the selected funeral provider until confirmation of your or the nominated specified beneficiary's death and proof that the selected Funeral Services in the Guardian Plan Contract have been provided.

Guardian Plan does not act on behalf of the Society when arranging Funeral Services and associated applications for membership of the Society.

Neither Guardian Plan, nor the Society make any warranties or representations whatsoever concerning the service or performance of the other, nor is either liable in respect of any default, negligence or insolvency of the other.

The Society does not accept any liability for the provision of Funeral Services under a Guardian Plan Contract.

## What are the benefits of a Guardian Plan Contract?

Planning ahead and prepaying a funeral has the ability to alleviate pressure on family and friends at the time of passing. It gives you the time to make informed decisions and choose the type of funeral you want. The financial responsibility of organising a funeral is something you may not want to bequeath to your loved ones.

You select the Funeral Services to be provided by your accredited and trusted local funeral provider and you discuss and record your wishes, safe in the knowledge that your prepaid selected Funeral Services have been arranged with Guardian Plan.

If you wish, you can also prepay some of your funeral-related services, such as cremation or grave opening and closing fees.

Paying for tomorrow's funeral or funeral-related services at today's prices protects you against future price rises and gives you the peace of mind you and your family deserve. Taking out a Guardian Plan Contract also makes a difficult and emotional time easier for your loved ones.

## How does the Society's Prepaid Funeral Fund work?

When you prepay for Funeral Services under a Guardian Plan Contract, your funds are paid into the Fund and you are issued with a Policy. You then become and remain a member of the Society.

Under the terms of your Guardian Plan Contract, your Policy is assigned to Guardian Plan. This means the Policy will then be owned by Guardian Plan and any proceeds to which it is entitled will be paid to Guardian Plan once it has provided your Funeral Services.

**In return, you will not have to worry about the security or investment performance of the Fund, as Guardian Plan, as the owner of the Policy, bears any investment risk, not you.**

Your funds are invested in accordance with the Rules and held by the Society, until the death of the Life Insured and the selected Funeral Services are provided. At that time, the proceeds of the Policy are released to Guardian Plan.

No funds can be withdrawn from your Policy prior to this time, as it is designed specifically to meet future funeral expenses.

If a Policy is cancelled within the initial cooling-off period, a refund is available - See page 9.

## Taxation and Social Security advantages of the Policy

### TAXATION

- The investment earnings of friendly society funeral funds, such as the Fund, is taxed at the Society's ordinary tax rate (currently 30%) with an offsetting deduction becoming available to the Society in the year the Policy benefit is paid. Fund members are not subject to personal tax on the investment income of the Fund.
- Your funeral provider, as the recipient of the Policy proceeds, will be assessed on the full value of the proceeds as business income in the year the proceeds are received.
- The assignment of the Policy to Guardian Plan will not give rise to a capital gains tax liability or other income tax liability to you.

### PENSION ELIGIBILITY

For individuals receiving the Age or Service Pension or any other means-tested government benefit, your payment for a Guardian Plan Contract, by the assignment of your Policy, regardless of amount (provided it is a reasonable estimate of the cost of your Funeral Services), is totally exempt from both the assets test and deeming rules of the income test.

Thus, your pension will not be adversely affected and, in some cases, entering into a Guardian Plan Contract may help you qualify for the pension or, alternatively, increase your existing part-pension.

You may wish to contact Centrelink or the Department of Veterans Affairs to discuss your pension position.

**Please note: The taxation and pension explanations above reflect a general understanding of how current laws and guidelines apply to Guardian Plan Contracts and to Policies and are given for information purposes only. We recommend you obtain appropriate and independent professional advice before making any investment decision.**

## Who can apply for a Policy and prepay a Guardian Plan Contract?

A body corporate or Australian residents over 16 years of age, irrespective of medical or health history, can apply for a Policy and prepay a Guardian Plan Contract.

A Guardian Plan Contract can be held for yourself, or for a nominated specified beneficiary.

When you take out a Guardian Plan Contract, you must generally decide who will receive the Funeral Services. The Rules however allow for you or your Estate Representative to advise the Society in writing of the subsequent addition or removal of a specified beneficiary, including in the period up to 7 days after the death of an existing nominated specified beneficiary.

Your nominated specified beneficiary may be any of the following:

- your spouse, or a former spouse who on the date application is made to join the Fund or at the time the Funeral Services are rendered, is wholly or partly financially dependent on you;
- any person who on the date application is made to join the Fund or, at the time the Funeral Services are rendered, is wholly or partly financially dependent on you; or
- a relative, who must be your child, stepchild, adopted child, foster child, brother or sister, half-brother or sister,
- stepbrother or sister, grandchild, son or daughter-in-law, grandparent, parent, stepparent, parent-in-law, uncle or aunt, niece or nephew, or first cousin.

If you intend to nominate a Specified Beneficiary other than yourself or your partner (if you are a member of a couple), we recommend you seek prior financial advice – on whether such a nomination might affect any means-tested pension or benefit you might be entitled to receive from Centrelink or the Department of Veterans Affairs.

## How to access the prepaid Funeral Services when needed

Firstly, you need to ensure your family or Estate Representative are aware that the prepaid Guardian Plan Contract is in existence.

When the prepaid Funeral Services are required, contact should be made with Guardian Plan on 1800 773 752 or the nominated funeral provider on the Guardian Plan Contract, who will take care of all the funeral arrangements.

## How to make contributions

You have great flexibility in how you choose to pay for your Policy and hence the agreed price of your Guardian Plan Contract.

You can either make one single contribution or make an initial contribution followed by monthly instalment payments.

### MAXIMUM CONTRIBUTION

Your maximum contribution is the cost of providing your contracted Funeral Services fixed at today's prices.

### MINIMUM CONTRIBUTION

The minimum contribution payable is the initial contribution followed by the monthly instalment amount as set out in the Application Form. The GST applicable to the selected Funeral Services and Guardian Plan's 10% upfront fee have to be paid in full to Guardian Plan at the time of signing the Guardian Plan Contract.

If you wish to pay by monthly instalments, please fill out the Direct Debit Request (DDR) form on page 16 of the PDS and return it to the Society with your Application Form.

Monthly instalments are made by direct debit from your bank, building society or credit union account, to the Society on the 20th of each month, or the next available business day to the 20th.

## Failure to make instalment payments

If the Guardian Plan Contract is being paid for by instalments and the applicant or the nominated specified beneficiary passes away before the Guardian Plan Contract is paid in full, Funeral Services may still be provided by Guardian Plan. No further payment instalments will be payable to Guardian Plan and the full balance owing under the Guardian Plan Contract will then be due and payable to Guardian Plan by the Estate or the applicant as the case may be.

If you fail to make instalment payments and your Guardian Plan Contract is in arrears for more than 90 days, your Guardian Plan Contract is deemed to be in default. Guardian Plan is not obliged to provide the Funeral Services stated in your Guardian Plan Contract and will provide Funeral Services at the then current prices. Any amount paid on the Guardian Plan Contract to that time will be paid to Guardian Plan to meet such costs. Any shortfall in meeting the cost of the Funeral Services will become due and will have to be met by your estate. You should refer to the terms and conditions on the Guardian Plan Contract.

## Our expertise and the security of the funds

The Society has managed funds for its members since 1994. In that time, we have released funds for the delivery of all Funeral Services as and when required.

Once the Guardian Plan Contract is paid in full, upon notification of the death of the member, or the death of the nominated specified beneficiary, Guardian Plan is contractually obligated to you to ensure that the Funeral Services will be provided in accordance with the Guardian Plan Contract.

This happens regardless of the investment performance of the Fund, as it is Guardian Plan that bears any investment risk in the Policy, not you.

The Society and its benefit funds are regulated by APRA and the Society must submit quarterly and annual returns. The regulator also makes periodic visits to the Society to review all aspects of its operations.

## INVESTMENT OF THE FUNDS

Whilst your Policy has been assigned to Guardian Plan which bears any investment risk associated with the Policy, the Fund's investments are managed by the Society.

The Society's Investment Committee is responsible for the Fund's investment strategy.

The investment strategy of the Fund is to invest in suitable assets to achieve its stated investment objective.

The Committee takes advice on a range of matters related to investment management and sets guidelines for the investment of the Fund's assets.

The Rules detail the authorised investments and ranges for the different asset classes.

The Investment Committee sets and may amend from time to time and without notice, benchmark asset allocations for the Fund.

The Fund may invest either directly or indirectly through unit trusts or funds in a range of asset classes, including cash, Australian and International shares and fixed interest investments, direct property, listed and unlisted property trusts and alternative assets.

The Fund is divided into units and the value of a Policy is represented by the number units held, the value of which rise and fall in line with the market value of the Fund's underlying assets. These assets are revalued daily.

The Society does not take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of Fund investments.

## Society membership and guarantee

### HOW DO I JOIN THE SOCIETY?

Attached to the back of this PDS you will find the forms required for you to join the Society and to assign your Policy to Guardian Plan. Simply complete these forms with the Guardian Plan consultant who will send them, together with your contribution to the Society.

When your initial payment (which will be either a one-off single contribution or the initial contribution) and application are received and accepted by the Society, you will be issued with a membership confirmation and welcome letter confirming the details of your Society membership. Ownership of your Policy will be assigned to Guardian Plan. Notwithstanding this assignment, you will remain a member of the Society and of the Fund.

As a Society member, you are subject to the rights and obligations set out in the Rules and the Constitution, as amended from time to time. These Rules operate as a contract between members and the Society and are available for inspection at our registered office during normal business hours.

### CORRESPONDENCE

After sending you the initial membership confirmation and welcome letter, we will send all subsequent Policy correspondence, including the annual statement to Guardian Plan, because under your Guardian Plan Contract, you have assigned your Policy ownership to Guardian Plan. However, as a Member, any correspondence relating to your membership of the Society will be sent to you, unless you elect otherwise not to receive it.

**Your membership confirmation is an important document and a copy of it or the original should be given to the executor named in your will and/or your family for safekeeping.**

## **GUARANTEE**

Under the Corporations Act 2001 (Cth) (**Corporations Act**), the Society has elected to be registered as a public company limited by shares and guarantee.

Members of the Society are taken to have given a guarantee in the unlikely event that the Society is wound up. The amount of the guarantee is set out in the Constitution and does not exceed \$1.00. Other than in relation to this guarantee, no member has any personal liability to creditors of the Society.

## **COOLING-OFF PERIOD**

If you are not satisfied with your Policy, you may cancel within 30 days of the date of the membership confirmation and welcome letter or within such other period as required by legislation and have any funds paid refunded. The request for cancellation must be received by us in writing within this period.

Prior to cooling off, you should consult with Guardian Plan as to the effect the exercising of your cooling off rights may have on your Guardian Plan Contract and whether there are any processing fees applicable and payable to Guardian Plan for doing so.

## **FEES**

The Society deducts from the Fund on a monthly basis an ongoing management fee which is a percentage of the average Fund balance. The ongoing management fee pays for the administration and management of the Fund.

Under the Rules, the maximum management fee that can be charged is 3.00% per annum (p.a.). The Society will only charge a management fee sufficient to ensure it covers its administration and investment management costs and it meets its on-going capital requirements as required by our regulator, APRA.

The management fee charged by the Society may be lower than this maximum fee after end of financial year adjustments are made. The actual fee will be notified to Guardian Plan on an annual basis through the annual statement reporting process.

There are no entry or exit fees payable on monies invested in the Fund.

The Society is entitled to debit directly to the Fund, government duties and other duties, taxes, charges and direct expenses and outgoings incurred or accrued in the investment of the assets of the Fund or which are to be borne by or out of the Fund or which are to be brought to account when determining the amount available for crediting as income of the Fund.

These fees and expenses impact the value of the Policy, however, as your Policy ownership has been assigned to Guardian Plan as part of the Guardian Plan Contract, you need not be concerned with them, as Guardian Plan carries the investment risk of the Policy and the impact of these fees and expenses on Policy investment returns.

As detailed in the Guardian Plan Contract, an upfront fee of 10% of the amount of your Guardian Plan Contract is charged and retained by Guardian Plan and 10% GST is remitted to the Australian Taxation Office in respect to your Guardian Plan Contract.

The charging of these fees and GST do not affect the services to be provided under your Guardian Plan Contract.

## **STATE/TERRITORY DUTY**

State/Territory duty may be payable on your initial contribution in the fund, depending on your state of residency. This amount will be paid by the Society, at its expense from its own funds.

## RISKS

The nature of your Policy, being a funeral policy, means that once an investment has been made it cannot be withdrawn (except where cooling off rights are exercised) until the selected funeral has taken place.

You should consider the below risks before making the decision to invest in the Fund. This is only a summary and does not purport to be a comprehensive statement of all risks applicable to an investment in the Fund.

### Guardian Plan Contract risk

This is the risk that Guardian Plan in the future will not be in a position to honour its contractual obligations to you to provide your contracted Funeral Services.

## REGULATORY RISK

Changes in Government policy and laws might impact the taxation and social security arrangements that currently apply to your Policy and its underlying Fund investments.

These risks are not ones that the Society has any control over or is able to manage.

It is important to remember that as a result of the assignment of your Policy ownership to Guardian Plan, it is Guardian Plan, as the Policy owner, which bears all risk associated with the investment performance of the Policy. These risks include:

### Market Risk

Market risk is the possibility that the market for a particular asset has negative returns over a short or extended period of time. Market risk may be caused by events such as inflation, the level of interest rates, investor sentiment or global events.

### Security Specific Risk

Security-specific risk is the risk that an individual security will experience negative returns or underperformance. In any asset class, performance will be impacted by market performance, as well as the risk of a negative return in any individual security held in a portfolio.

### Investment Manager Risk

Investment manager risk is where the Fund's underlying investment managers may not achieve their investment objectives or suffer changes or instability with their management. We do not guarantee the performance of any investment manager. By investing in the Fund, you are relying on the skills of the Society and the underlying investment managers to manage Fund investments, and you do not have control over their investment decisions. There is a risk that an investment manager does not properly manage the Fund's investments, resulting in financial loss to the Fund.

### Credit Risk

Credit risk is the risk that the counterparties to an investment become insolvent or fail to meet their payment obligations. This may reduce returns on fixed interest funds or funds that are invested in such investments.

### Liquidity Risk

Liquidity risk is associated with investments that are difficult to sell and which may not be easily converted into cash without a reduction in their capital value. For example, an unlisted property fund will be less liquid than a cash fund or a fixed interest fund.

### Currency risk

Currency risk applies only to funds that invest in international assets and is where fluctuations in the exchange rates between the Australian dollar and foreign currencies may cause the value of investments to decline within the Fund that is invested in international assets. However, the converse may occur when the fluctuation between the Australian dollar and foreign currencies is positive. Managers of international assets may seek to manage the risk of unfavourable currency movements by hedging the currency risk. The currency exposure may not be hedged in all instances, which could also result in unfavourable currency movements. If an asset is unhedged, it will outperform the same asset that is hedged if the Australian dollar falls in value.

### Derivative Risk

Investment managers may invest in derivatives such as futures, options and forward exchange contracts. Derivatives may be used for hedging purposes and/or to implement an investment strategy (e.g. as an alternative to buying and selling of physical securities). Derivatives are highly leveraged investments, which mean losses can be magnified in times of adverse market movements. The underlying investment manager may seek to minimise this risk by investing in derivative contracts where the behaviour is expected to resemble that of the underlying assets held. Derivatives contracts are not used for speculative or leveraging purposes.

### Gearing Risk

Some funds may use gearing. The use of gearing (borrowing money to increase the amount invested) will magnify the volatility of investment returns. Policyholders in a geared portfolio may have larger fluctuations in the value of their investment compared to Policyholders in an ungeared portfolio.

### Risk Minimisation

The Society seeks to minimise these investment risks through compliance with its Fund investment strategy and advice its investment committee takes on a range of matters related to investment management and the guidelines it sets for the investment of the Fund's assets.

## Member correspondence – Meetings and reports

Mutual financial institutions, including friendly societies, are companies governed by the Corporations Act and are normally required to forward notices of meetings and annual reports to all members.

We understand prepaying a funeral can be a very sensitive and emotional subject, and many of our members have asked that future correspondence be kept to a minimum.

In accordance with this requirement and legislation, and in an endeavour to reduce the very high cost and environmental effects of printing and forwarding notices of meetings and annual reports, we ask that members specifically do not request this information.

Please read the following information carefully, as it explains your membership entitlements.

If you wish to receive notices of meetings of members of the Society and/or annual reports, then you should place an X in the applicable box on the Application Form.

If you do not mark the boxes, we will exclude you from our mailing list for these notices and reports. We shall still forward to you other member correspondence from time to time. Should you choose not to receive documents now, you are free to change your mind at any time in the future by contacting us and we will forward them to you.

## Notes regarding election to receive notice of meetings of members and Annual Reports.

1. Please note that:

- a. Attendance at the Annual General Meeting, and other meetings of members of the Society, enables you:
  - (i) to participate in the corporate governance of the Society; and
  - (ii) to ask the questions about, and comment on, the management of the Society, its financial standing and performance; and
  - (iii) to ask the auditor of the Society questions about the conduct of the audit of the Society and the preparation and content of the auditor's report; and
  - (iv) to vote on any proposal to amend the Constitution or on any other matter in relation to management of the Society; and
- b. Notice of the meetings informs you about matters in relation to which you may wish to attend the meetings; and
- c. If you are entitled to attend and cast a vote at a meeting, you may appoint a proxy to attend and vote for you at the meeting; and
- d. If you do not elect to receive notice, the Society is not required to give you notice of its meetings; and
- e. Despite you electing not to receive notices of meetings, or not making an election, you may at any time request the Society to provide you personal notice of the meetings.

2. Please note that:

- a. The Annual Report of the Society sets out information about:
    - (i) the financial position and performance of the Society; and
    - (ii) the efficiency with which the Society is being managed; and
    - (iii) the financial risks to which the Society is exposed; and
  - b. If you do not elect to receive an Annual Report, the Society is not required to send copies of the Annual Reports to you; and
  - c. Despite you electing not to receive Annual Reports, or not making an election, you may at any time elect to receive an Annual Report.
3. If the Society has not received this election within 21 days of this Notice being given to you, then you will be taken not to have elected to receive any notices of meetings of members or Annual Reports of the Society.

## Consents

Both Guardian Plan and InvoCare have given their consent to be named in this PDS and have not withdrawn it before the date of this PDS and in each case, in the form and context in which it is included or named.

However, neither Guardian Plan, nor InvoCare has authorised or caused the issue of this PDS.

## Disclosure of interest

Apart from the approved Board fees paid to directors, no director receives or is entitled to receive any fee in relation to the Fund or any benefit from the Fund not otherwise available to Fund members. All fees paid to service providers are paid from the Society's own funds.

## Directors' statement

The directors of the Society have authorised the preparation and issue of this PDS.

## Privacy of your information

The privacy of your personal information is important to us. The Society is committed to ensuring that it respects your rights to privacy and complies with the National Privacy Principles set out in the Privacy Act 1988 (Cth) (**Privacy Act**). Any information provided by you to the Society will be dealt with in accordance with the Privacy Act.

When you complete the Application Form, the Society collects personal information from you. The Society needs this personal information for the primary purpose of providing you with your Policy and to manage and administer the Fund and your Policy.

The Society also collects your personal information for the purpose of letting you know about other products or services from the Society, its related companies and third-party companies that might suit your needs. If you do not wish to receive any of this information, you need to notify the Society in writing and send to the address noted at the bottom of the Directory on the inside back cover of this PDS.

We take reasonable steps to ensure the security and protection of your personal information against misuse, interference, loss and unauthorised access, modification or disclosure.

Please note the following in relation to personal information collected from you in connection with your membership:

- You are entitled to gain access to this personal information to the extent required by privacy laws. If you have any questions about how the Society handles your personal information or if you wish to access the personal information held about you, please contact the Society by calling 1800 773 752, or by writing to us at the address listed in the Directory on the inside back cover of this PDS.
- The Society may use and disclose your personal information to the following types of organisations:
  - a. those involved in assisting the Society to issue your Policy and to manage and administer the Fund and your Policy, including the Society's related companies, third party administration service providers, printers, mailing houses, call centres and advisers;
  - b. related companies and their service providers (such as mail houses), who wish to tell you about products or services that might serve your needs or promotions or other opportunities in which you may be interested; or
  - c. any government body or agency that lawfully requests access to your personal information.
- If you do not complete all relevant sections of the Application Form or notify the Society of changes to your details, the Society may not be able to process your application, administer or manage your Policy or tell you about other opportunities in which you may be interested and delays in the Society dealing with matters concerning your Policy may arise. If you do not want us or the organisations described above to send information to you about other products or services, please let us know by contacting us using the contact details set out below or by checking the box provided in the Application Form.

If there are changes to the information you have provided on the Application Form, such as your name or address, please notify us of the changes in writing, addressed to:

**Over Fifty Guardian Friendly Society Limited**  
**Reply Paid 5471**  
**MELBOURNE VIC 8060**

If we do not respond to your complaint or question, or you are dissatisfied with our response, you can write to the office of the:

**Australian Information Commissioner**  
**GPO Box 5218**  
**SYDNEY NSW 2001**

Our Privacy Policy may be updated from time to time. A copy of our Privacy Policy can be obtained by contacting us at the above Melbourne address, or on the [www.centuria.com.au](http://www.centuria.com.au) website or calling us on **1800 773 752**.

## Complaints

If you have a complaint about your contracted funeral service, please contact:

### Memorial Guardian Plan Pty Limited

Postal Address  
Locked Bag 8000  
Crows Nest NSW 1585

If you have a complaint about your membership of the Society, please write to us at:

**Over Fifty Guardian Friendly Society Limited:  
Complaints Resolution Process,  
Level 41,  
Chifley Tower,  
2 Chifley Square,  
Sydney NSW 2000.**

We will seek to resolve your complaint within 14 days of receipt, or otherwise as soon as practicable. If the matter is particularly complex or requires further investigation, we may take up to 90 days to provide you with a resolution to your complaint. We will, however, advise you where additional time is required.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority. It provides fair and independent financial services complaint resolution that is free to consumers.

WEBSITE: [www.afca.org.au](http://www.afca.org.au)  
EMAIL: [info@afca.org.au](mailto:info@afca.org.au)  
TELEPHONE: 1800 931 678 (free call)

In writing to:

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

## Constitution and Fund rules

When you invest in the Fund you become a member of the Over Fifty Guardian Prepaid Funeral Fund Number 6 and are subject to the Fund Rules as set out in the Constitution and which have been registered with APRA.

The Fund Rules operate as a contract between you and the Society and are available for inspection at our office during normal business hours. To view a copy of the Fund Rules, you can call our Investor Services Team on 1300 50 50 50 to arrange an appointment or we can send you an extract of the relevant sections of the Constitution.

## Directory

### FOR QUERIES IN RELATION TO YOUR SOCIETY MEMBERSHIP, CONTACT

**Over Fifty Guardian Friendly Society Limited  
(ABN 81 087 649 063)**

The Society's registered office and principal place of business:

Level 32, 120 Collins Street  
Melbourne VIC 3000

POSTAL ADDRESS: **Reply Paid 5471  
Melbourne VIC 8060**  
TELEPHONE: **(03) 9616 6500 or 1300 50 50 50**  
WEBSITE: **[www.centuria.com.au](http://www.centuria.com.au)**  
EMAIL: **[enquiries@centuria.com.au](mailto:enquiries@centuria.com.au)**

### FOR QUERIES IN RELATION TO YOUR GUARDIAN PLAN CONTRACT, CONTACT:

**Memorial Guardian Plan Pty Limited  
(ABN 82 066 115 115)**

Level 5, 40 Mount Street  
North Sydney NSW 2060

POSTAL ADDRESS: **Locked Bag 8000  
Crows Nest NSW 1585**  
TELEPHONE: **1800 773 752**  
WEBSITE: **[www.guardianplan.com.au](http://www.guardianplan.com.au)**

If there are changes to the information you have provided on the Application Form, such as your name or address or should you wish to nominate or remove any Specified Beneficiaries, please notify us of the changes in writing, addressed to:

**Over Fifty Guardian Friendly Society Limited  
Reply Paid 5471  
Melbourne VIC 8060**

# Over Fifty Guardian Prepaid Funeral Fund

## Application Form - Please print clearly in BLOCK letters

I/we hereby apply for membership of Over Fifty Guardian Prepaid Funeral Fund and agree to be bound by the Rules and Constitution of the Society as they now exist and as may be amended from time to time.

I/we understand that

- under the Fund Rules, Members both natural persons and body corporates can nominate a Specified Beneficiary at the time of application for a Policy or subsequent to Policy commencement.
- a policy matures on the death of a natural person Member (where no nomination has been effected) or on the death of a Nominated Specified Beneficiary.
- a policy is irrevocable (except during the cooling off period).

### Applicant

Either:	Title	Surname
	<input type="text"/>	<input type="text"/>
	Given name(s)	
	<input type="text"/>	
Or:	Organisational name	
	<input type="text"/>	

### Applicant's address

Street address			
<input type="text"/>			
Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Home phone	Work phone		
<input type="text"/>	<input type="text"/>		
Email	Date of birth		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Address for correspondence

(if different from above)

C/-			
<input type="text"/>			
Street address			
<input type="text"/>			
Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

### Specified beneficiary

Title	Surname	Given name(s)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Address			
<input type="text"/>			
Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Relationship to Member	Date of birth		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

# Over Fifty Guardian Prepaid Funeral Fund cont.

## Investment

If paying by instalments, Direct Debit Request form completed and attached

Initial investment		\$	<input type="text"/>
Monthly instalments	\$		<input type="text"/>
Number of instalments			<input type="text"/>
Payments by instalments		+	\$ <input type="text"/>
<b>Total Investment</b> (excluding GST and upfront deduction)		=	\$ <input type="text"/>

## Important

Before signing this Application Form, applicants should read the attached Disclosure Document to which this application relates. This application must not be used unless attached to a complete and current Product Disclosure Statement.

**Assignment of Policy Benefits:** In accordance with your Guardian Plan Contract, please complete and sign the Memorandum of Assignment form which follows this Application Form.

**THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD**

**Mailing lists:** If you wish to be included on the mailing list for any of the following, please mark the applicable box with an X.

Member meetings

Annual Report

**Privacy:** If you do not want us or the organisations described on page 11 of the Product Disclosure Document to send information to you about other products or services, please let us know by marking the box provided with an X.

**Signature**

Date

D	D	M	M	Y	Y
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## Office use only

Guardian Plan Contract No:	<input type="text"/>	Guardian Plan Consultant	<input type="text"/>
Society Policy No:	<input type="text"/>	Date processed	<input type="text"/>
Client No:	<input type="text"/>	Third party referral	<input type="text"/>

## Memorandum of Assignment - Please print clearly in BLOCK letters

I hereby assign this Policy with Over Fifty Guardian Friendly Society Limited to Memorial Guardian Plan Pty Limited, pursuant to the Guardian Plan Contract. All benefits in respect of this Policy will be payable to Memorial Guardian Plan Pty Limited in the following circumstances:

- (i) upon confirmation of my death or, where there is a specified dependant, on the death of the specified dependant; and
- (ii) proof of provision of the funeral or funeral-related services.

Full name or assignor

Guardian Plan Contract No

**Signature or Assignor**

Date of signature

D	D	M	M	Y	Y
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**Assignee Details** Memorial Guardian Plan Pty Limited – ABN 82 066 115 115 | Registered Office: Level 5, 40 Mount Street, North Sydney NSW 2060

## Office use only

**Guardian Plan**

For and on behalf of Memorial Guardian Plan Pty Limited

**Signature of Authorised Officer**

Date of signature

D	D	M	M	Y	Y
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**Over Fifty Guardian Friendly Society**

For and on behalf of Over Fifty Guardian Friendly Society Limited

Date of registration

D	D	M	M	Y	Y
---	---	---	---	---	---

**Signature of Authorised Officer**

Assignment Register Number

Society Policy No:

# Over Fifty Guardian Prepaid Funeral Fund Policy

## Instalment payments Direct Debit Request (DDR)

Please complete, sign and return this request to us with your Over Fifty Guardian Prepaid Funeral Fund Application Form. This form is to authorise us to debit your regular Over Fifty Guardian Prepaid Funeral Fund Policy instalment payments from your nominated account with another financial institution.

I,

wish to make instalment payments for my Over Fifty Guardian Prepaid Funeral Fund Policy by direct debit and I agree to be bound by the service agreement terms and conditions - Direct DE number 537820.

Direct Debits shall commence on the 20th day of the month following the month in which this form is dated, or, if that day falls on a weekend or public holiday, the next available business day.

Guardian Plan Contract No:

Society Policy No: (if known)

## Over Fifty Guardian Prepaid Funeral Fund Number 6

### Account details

Name of financial institution

Address of financial institution

Account name

BSB number

-

Account number

I request you, until further notice in writing, to debit the account described above, which Over Fifty Guardian Friendly Society Limited ABN 81 087 649 063 (the 'Society') may debit or charge me in connection with my Over Fifty Guardian Prepaid Funeral Fund Policy, through the Direct Debit System.

I have completed all sections above.

If this is a joint account, all signatures may be required.

### Please sign here

Name

Date of signature

### Please sign here

Name

Date of signature

### Over Fifty Guardian Friendly Society Limited to sign here

Name

Date of signature

# Over Fifty Guardian Prepaid Funeral Fund Policy cont.

## DDR Service Agreement

This document outlines our service commitment to you in respect of any Direct Debit Request (DDR) arrangements made between Over Fifty Guardian Friendly Society Limited and you.

## Initial terms of the arrangement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account with the agreed instalment due under the Policy.

## Drawing arrangements

- + The first drawing under this Direct Debit arrangement will commence on the 20th day of the month following the month in which the application is dated, or, if that day falls on a weekend or public holiday the next available business day.
- + If any drawing falls due on a non-business day, it will be debited from your nominated account on the next business day following the scheduled drawing date.
- + We will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made. This notice will state the new amount, frequency and next drawing date as applicable.

## Changes to the arrangement

If you want to make changes to the drawing arrangements, please contact us. These changes may include:

- + deferring the drawing;
- + stopping an individual debit;
- + suspending the DDR; or
- + cancelling the DDR.

## Enquiries

All enquiries should be directed to us, rather than to your financial institution, and these should be made at least 7 working days prior to the next scheduled drawing date. Contact details for the Society can be found in the Directory on the inside back cover of the Disclosure Document. All communications addressed to us should include your Guardian Plan Contract number and/or Policy number. All personal information held by us will be kept confidential, except that information provided to our financial institution to initiate the drawing from your nominated account.

## Disputes

- + If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting us on 1300 50 50 50.
- + If you do not receive a satisfactory response to your dispute from us, contact your financial institution which should respond to you with an answer to your claim:
  - > within 7 business days (for claims lodged within 12 months of the disputed drawing) or
  - > within 30 business days (for claims lodged more than 12 months after the disputed drawing).
- + You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

## Your commitment to us

It is your responsibility to ensure that:

- + your nominated account can accept direct debits (your financial institution can confirm this); and
- + on the drawing date there are sufficient cleared funds in the nominated account; and
- + the authorisation on the direct debit request is identical to the account signing instructions held by the financial institution of the nominated account; and
- + you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, we will not attempt to redraw and any transaction fees payable by us will be debited to your Policy.



GUARDIAN  
PLAN

Providing peace of mind  
for you and your family.