

PROGRESSIVE SUPERANNUATION FUND

ABN 21 871 924 959 SFN 110 630 941 R1056976

INFORMATION FOR MEMBERS

COMBINED PRODUCT DISCLOSURE STATEMENT
& FINANCIAL SERVICES GUIDE

Progressive Superannuation Plan

Prepared March 1st, 2010

Trustee and Issuer - Progressive Pty Limited
ABN 53 075 411 371
AFSL 235191
RSE L0003100

Registered Business & Postal Address
Level 4 131 Clarence Street
Sydney NSW 2000

Telephone (02) 9299 5843
Facsimile (02) 9262 1064
E-Mail super@progressive.com.au

www.progressive.com.au

This combined Product Disclosure Statement and Financial Services Guide was prepared by the issuer Progressive Pty Limited, the trustee of Progressive Superannuation Fund, in respect of Progressive Superannuation Fund.

Product Disclosure Statement

This Product Disclosure Statement (PDS) sets out the main features of Progressive Superannuation Fund. This is information you require for the purpose of deciding whether membership of Progressive Superannuation Fund will meet your needs and how it compares with other superannuation products you may be considering.

This advice has been prepared without taking into account individual personal objectives, financial situation or needs and because of that, before acting on the advice, you should consider the appropriateness of the advice, having regard to your own objectives, financial situation and needs.

It is important that you carefully read this PDS when considering a Superannuation Plan membership of Progressive Superannuation Fund. Further information about the Fund is available by contacting Progressive.

The information in this PDS is current at the preparation date March 1st 2010. When there is a material change in the information we will publish a supplement or a replacement to this PDS.

Financial Services Guide

The [Financial Services Guide](#) on page 34 contains important information about

- The financial services we offer you.
- Assistance to you in deciding whether to use these financial services.
- How we and our associates are paid.
- Any potential conflicts of interest we may have
- Our internal and external dispute resolution procedures and how you can access them

Contents

Product Disclosure Statement

Progressive Superannuation Fund	3
Main Features	4
Fees and Other Costs	5
Member Investment Choice	8
Details of Investment Options	10
Investment Risks	14
How Your Account Operates	16
How to Apply for Membership	16
Contributions	17
Benefits	22
Taxation	25
Other Important Information	29
Privacy Policy	32

Financial Services Guide

Progressive Superannuation Fund

Progressive Superannuation Fund (the Fund), established in 1967, is a Public Offer Fund compliant under the *Superannuation Industry Supervision Act*. The Fund consists of

- a Superannuation Plan catering for personal membership; and
- a Pension Plan which offers account-based pensions including Transition to Retirement pensions¹.

Trustee

The Fund is governed by its Trust Deed which sets out the Fund's internal rules. This deed may be altered from time to time, usually as a result of changes to the law. When changes that affect Members' interests are required, the Trustee will send you a notice explaining the nature, purpose and effect of the changes.

The Trustee of the Fund is Progressive Pty Limited for which contact and other details appear on the cover of this PDS. The Trustee has overall responsibility for the Fund, and for ensuring that the Fund complies with its legal obligations.

Fund Administration and Management

All administration and management of the Fund is conducted in house. The Trustee at all times retains direct responsibility for decisions relating to the Fund and its investments.

The Trustee undertakes that it will not deal with service providers to the Fund who are also associates of the Trustee more favourably than it would deal with any other independent service providers. Where the Trustee invests money of the Fund it must deal with the other party to the investment transaction on arm's length terms.

Membership

Progressive Superannuation Fund welcomes individuals saving for retirement as Personal Members of the Progressive Superannuation Plan.

Retired persons and those approaching retirement may also join the Fund as Members of Progressive Pension Plan. Superannuation Plan Members may commence a pension from within the Fund. See the Pension Plan PDS¹ for more details.

¹ refer to *Progressive Superannuation Fund Pension Plan Combined Product Disclosure Statement and Financial Services Guide*

Features

➤ Efficiency

A low cost of membership results from control and integration of investment, custodial and member administration functions.

The Fund's Trustee does not outsource these services and is directly responsible for all functions – investment, custodial and member administration. This avoids the complexities, risks and costs of outsourcing to third parties to fulfill these roles.

➤ Overall Management Charge

Progressive Superannuation Plan Members pay a single overall management charge, at the fixed rate of 0.85% pa on daily balances. There are no other fees charged to Members' accounts.

➤ Clear-Cut Investment Options

Progressive Members' investment options are free from unnecessary complexity and easy to understand.

Member Investment Choice (MIC) is straightforward, flexible and free of charge.

➤ Consistency

Investment strategies held by the Fund since 1998 have achieved returns for Members which are consistent with the corresponding investment objectives.

➤ No Commissions

There are no commissions paid by the Trustee or Fund to anybody involved in recommending or selling this product.

➤ Account-Based Pensions

Eligible Superannuation Plan Members can establish account-based superannuation income streams including Transition to Retirement pensions in the Pension Plan within the Fund.

Fees and Other Costs

Government Regulations require the following consumer advisory warning to be placed at the beginning of the fees section of a Product Disclosure Statement.

CONSUMER ADVISORY WARNING

Did you know?

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

For example, total annual fees and costs of 2% of your fund balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000)

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the Fund or your financial adviser.

To find out more

If you would like to find out more, or see the impact of fees based on your own circumstances, the Australian Securities and Investment Commission (ASIC) website (www.fido.gov.au) has a Superannuation Calculator to help you check out different fee options.

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money or from the returns of your investment or the Fund assets as a whole.

A general outline of how taxation applies to your benefits is set out in the [Taxation](#) section of this document (p25).

You should read all of the information about fees and charges, as it is important to understand their impact on your investment in this Fund.

Table 1 – Table of Fees and Costs

Type of Fees	Amount	How and when paid
Fees charged when your money moves in or out of the Fund		
Establishment Fees - The fee to open your investment	Nil	Not Applicable
Contribution Fees - The fee for each amount contributed to your investment	Nil	Not Applicable
Withdrawal Fees - The fee on each amount you take out of your investment	Nil	Not Applicable
Termination Fees - The fee to close your investment	Nil	Not Applicable
Management Costs		
The fees and costs for managing your investment (the same for all investment options)	0.85% per annum of Member's account balance	Calculated on daily balances and deducted from Member's account monthly.
Service Fees		
Investment Switching Fees - The fee for changing investment options	Nil	Not Applicable
Adviser Commissions	Nil	Not Applicable

Example of Annual Fees and Costs for a Balanced Investment Option

The law requires the following standard model worked example of annual fees and costs to be included in this section as set out in the following table. It is required that the example applies to a 'balanced' investment option.

This table gives an example of how the fees and costs in the Balanced Investment Option for this product can affect your superannuation over a one year period. You should use this table to compare Progressive Superannuation Plan with other superannuation products.

Fees and Costs Example

EXAMPLE – the Balanced Investment Option corresponds to Progressive's MIC option of 30% Income : 70% Growth		Balance of \$50,000 with total contributions of \$5,000 during year
Contribution Fees	Not Applicable	For every \$5,000 you put in, you will be charged \$0.00
PLUS Management Costs	0.85% pa	And, for every \$50,000 you have in the fund you will be charged \$425 each year plus \$0 in administration fees
EQUALS Cost of Fund	0.85% pa	If you put in \$5,000 during a year and your balance was \$50,000, then for that year you will be charged fees of \$425 regardless of your chosen investment option.

Progressive Super does not charge switching fees.

Additional Explanation of Fees and Other Costs

Coverall Charge

A single management charge covers all fees and costs of membership of Progressive Superannuation Fund except transaction and operational costs (see p7).

Progressive Super charges fees at the same rate regardless of the investment option.

This management charge is charged at 0.85% per annum (inclusive of GST and net of expected reduced input tax credits) for all investment options.

This amount comprises the after tax fee paid to the Trustee to cover all costs of managing the Fund, plus net GST which is payable to the Tax Office.

The Trustee is not paid any performance fees.

The coverall management charge is calculated on daily account balances and charged monthly to Members' accounts.

Transaction and Operational Costs

The Trustee does not outsource investment, membership, custodial or other administration services so there are no costs associated with external investment, custodial or administration managers.

Because Progressive Superannuation Fund's investment portfolios are directly owned (legally by the Trustee and beneficially by the Members) and managed by the Trustee, your monies:

- are not reduced by external service providers' fees when you add to or withdraw from your account or switch your investment choice; and
- do not incur custodial and performance-based fees.

Direct investment costs such as brokerage and bank fees are allocated to the investment pools as appropriate and deducted from investment earnings before allocation to Members' accounts, so that investment returns and crediting rates are reported net of these amounts.

The effect of direct investment costs on the crediting rates of individual Members will vary depending on Fund activity and the investment option chosen and range from approximately 0.02% to 0.08% of net asset values per annum.

Operational costs deducted from fund investment income before it is allocated to Members' accounts comprise Government

charges and levies when they occur. These costs amount to approximately 0.015% (of net asset values) per annum.

Advisers and Commissions

There are no commissions paid by the Trustee or Fund to advisers involved in recommending or selling this product.

Family Law

Progressive does not charge a fee for providing information pursuant to "Family Law" inquiries, nor does it charge a fee for flagging a benefit or splitting an account or benefit payment in the event of a Member's relationship breakdown.

Alteration to Fees and Charges

The Trustee has discretion to introduce or increase fees and charges. Situations when changes may occur include when there are increased costs due to legislation changes. However, there are no plans to alter the fees at this time.

The Trustee will notify all Members of any change in fees at least 30 days before the change takes effect.

Taxation

A general outline of how taxation applies to your investment is set out in the [Taxation](#) section of this document (p25).

Member Protection Rules

If at any time the amount of your benefit in the fund is less than \$1,000 and it includes or has included Superannuation Guarantee or Award contributions made by your employer, Government regulations limit the amount of charges that can be deducted from your benefit.

The Fund satisfies the member protection rules by its uniform proportionate application of its overall management charge to Members' accounts.

Member Investment Choice

The arrangement for Member Investment Choice (MIC) in Progressive's Superannuation Plan is flexible and simple and provides a wide range of investment options.

The Progressive Superannuation Plan is invested in:

- An **Income Portfolio**; and
- A **Growth Portfolio**.

The Income Portfolio investment strategy is a defensive strategy for stable income, and the Growth Portfolio investment strategy incurs higher investment risk to target significant growth over the medium to long term.

Members can choose from a range of blended options - represented respectively by Income and Growth Portfolio investment strategies - in 10% increments.

In choosing an investment option, Members should take into account the associated risks faced and potential returns in the light of their individual circumstances.

Refer to the section [Details of Investment Options](#) (p10) for more information on Progressive's investment strategies and to the section **Investment Risks** (p14) for a

discussion of significant investment risks associated with this Fund's investment options.

➤ **PLEASE NOTE:** *These investment options are not capital guaranteed and are subject to investment risks which are outlined in this PDS. This means that the value of an investment in them can rise or fall.*

Switching of Investment Choice

Members have the option initially and then at any time to nominate a preferred allocation of their account balance between the Income and Growth investment strategies in increments of 10%.

A switch of investment choice has effect from the start of the month following a Member's written notification to the Fund.

There is no charge (nor buy-sell spread applied) when Members exercise or "switch" their investment choice, and there is no change in the management charge rate.

There is no limit to the number of switches you can make except that the investment choice in place at the beginning of a month holds for the whole of that month.

Management of Member Investment Choice

Progressive Superannuation Fund is fully vested in its Members and no reserves are withheld.

A Member's investment returns and contributions are allocated according to the Member's MIC. Therefore each Member's MIC is maintained and periodic rebalancing by the Member is not required.

To satisfy ongoing changes that occur in the net investment preference of the Members cash is exchanged between the Income and Growth Portfolios, followed by prudent investment reallocation between other income and growth assets.

Default Investment Choice

The Trustee has determined that if for any reason a Super Plan Member does not exercise his / her right to choose, that Member will be allocated an age-based default option on joining, and as at July 1 each year, as set out in the following table.

Member Investment Choice – Default Options

Age at July 1 of Financial Year	Default Option Allocated for Year
Under 40 years	30% Income / 70% Growth
40 < 50 years	40% Income / 60% Growth
50 < 55 years	50% Income / 50% Growth
55 < 60 years	70% Income / 30% Growth
60 years and Over	80% Income / 20% Growth

Details of Investment Options

This section describes the investment objectives, strategies and historical performances of the investment options you can choose.

Distinct Investment Strategies

Progressive Super Members' funds are invested in two portfolios:

- The Income Portfolio - an income assets portfolio according to a defensive investment strategy for stable income; and
- The Growth Portfolio - a growth assets portfolio according to an investment strategy for significant growth over the medium-to-long term.

These strategies were carefully formulated and are continuously monitored by the Trustee having regard to the Fund's circumstances and its ability to meet its liabilities when they fall due.

Investment risk / return, diversification, cash flow and liquidity requirements are foremost in these considerations.

These investment strategies have been applied since 1998 and the performances achieved are consistent with the objectives held over this period by the Fund.

The most recent 10-year performance histories for each of these investment

portfolios as at the date of publication of this PDS are shown on page 13. More recent performance data are available on Progressive's website or on request.

Income Portfolio

Objectives

The Income Portfolio's objectives are to provide high levels of:

- Security against short-term investment risk; and
- Assurance of positive annual returns at least equaling the accumulation at 30 day bank bill swap reference rates over any year.

Strategy

To attain these objectives the Income Portfolio holds assets that characteristically produce a steady income and historically have shown low investment risk and volatility.

As such, these assets can include interest-bearing securities including mortgages, bonds, notes and term deposits, as well as units in collective investments of these securities, together with cash, bank-accepted bills of exchange and other money market securities.

Portfolio asset allocation ranges are set from time to time (Currently: 50% to 75% mortgages / 25% to 50% Other Interest-bearing securities and cash). Portfolio asset allocations between mortgages, cash and other interest-bearing investments will

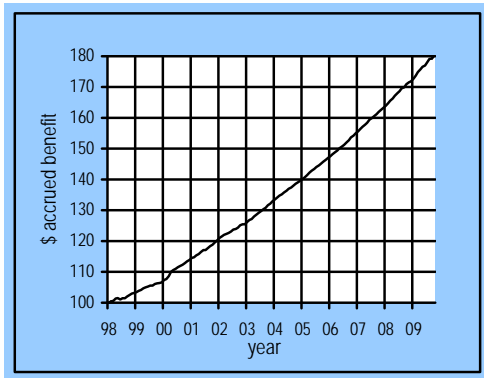
fluctuate typically within these ranges depending upon the Trustee's perceptions of value (return) and volatility (risk) and occasionally may exceed the ranges.

Income Portfolio Benchmark Ranges

Asset Class	Range
Mortgages	50% - 75%
Cash and Other Interest – Paying Securities	25% - 50%

A strong portfolio weighting to mortgages has been adopted. Mortgages are originated and selected to meet stringent Fund criteria, and managed in-house by the Trustee with reference to assessments and procedures of subsidiary Progressive Mortgage Company Ltd (ABN 88 000 192 012; AFSL 269822) – a specialist in mortgage finance since 1953.

Investment in Income Portfolio assets is determined directly by the Trustee.



100% Income Investment Option – benefit accrued on \$100 since April 1998

Growth Portfolio

Objectives

The Growth Portfolio's objectives are:

- a net return at least equal to investment in the ASX 50 Leaders Accumulation Index over 5 year rolling investment periods; whilst incurring
- risk and volatility no greater than that of investment in the All Ordinaries Index of the ASX.

Accordingly, the Growth Portfolio can be expected to experience short-term fluctuations in returns and have the significant possibility of negative returns in a given year.

Strategy

To attain its objectives the Growth Portfolio can hold direct and collective investments of listed Australian and international securities, together with cash and cash equivalents, but normally investment will be strongly weighted to ASX 50 securities.

Portfolio asset allocation ranges are set from time to time (Currently: 60% to 95% Listed Securities / 5% to 40% Cash).

Portfolio asset allocations between Listed Securities and Cash will fluctuate typically within these ranges depending upon the Trustee's perceptions of value (return) and volatility (risk) and occasionally may exceed the ranges.

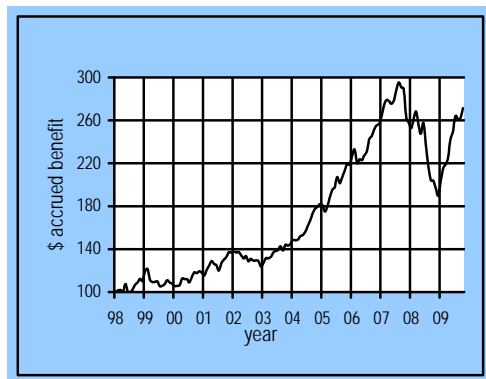
Growth Portfolio Benchmark Ranges

Asset Class	Range
Listed Securities	60% - 95%
Cash	5% - 40%

A strong portfolio weighting in favour of the ASX 50 Leaders has been held since 1998 and no direct investments in international securities have been included since 1998.

Listed security investments are:

- Determined directly by the Trustee, guided by recommendations published by established licensed brokers who have substantial research resources; and
- In general selected and intended to be held for the long term.

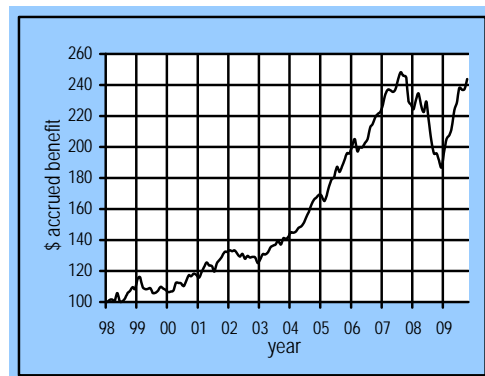


100% Growth Investment Option - benefit accrued on \$100 since April 1998

Blended Example: Balanced Investment Option

The MIC for Progressive’s balanced investment option is 30% Income: 70% Growth.

Generally a Member’s Investment Choice will blend Income and Growth Portfolio strategies to achieve a strategy suited to his or her individual circumstances. Such a blend might be the Balanced Investment Option where 30% of the Member’s funds are invested in the Income Portfolio and the remaining 70% in the Growth Portfolio.



Balanced Investment (30% Income/70% Growth) – benefit accrued on \$100 since April 1998

➤ **PLEASE NOTE:** Past performance is not a guarantee for future performance.

Past Performance

Progressive reports investment performance after tax and the overall management charge.

Past performance is given in terms of the earning rate on a Member's investment. That is:

- the investment return is the after tax investment income less the management charge; and
- the reported % annual investment return / crediting rate of an investment option (or portfolio) is the annualised rate of return or yield on the investment for the particular year as calculated on daily balances.

The earnings returns of Members' funds invested in the Income, Growth and Balanced Investment Options for the year ending 31st December 2009 and the preceding four years, as well as the 3, 5, 7 and 10-year compound rates to 31st December 2009 are presented in the following table.

Progressive Super Plan – Past Performance			
	Earning Rate % pa		
Year to 31 Dec	Income	Growth	Balanced
2005	5.21%	19.94%	15.42%
2006	5.37%	18.05%	14.20%
2007	5.41%	14.98%	12.07%
2008	5.56%	-29.55%	-20.14%
2009	5.35%	33.23%	24.42%
3-year compound	5.44%	2.57%	3.65%
5-year compound	5.38%	8.85%	7.98%
7-year compound	5.34%	11.14%	9.51%
10-year compound	5.41%	9.36%	8.29%

➤ **PLEASE NOTE:** Past performance is not a guarantee for future performance.

Special Investment Considerations

Where non-compliance with labour, environmental, social or ethical standards are revealed to occur in relation to a security the Trustee's policy is to review holdings of the security concerned.

➤ **PLEASE NOTE:** Depending on the level of investment returns earned by the Fund and the Fund's charges during your period of membership, when you leave the Fund you may get back less than you paid in.

Investment Risks

➤ **PLEASE NOTE:** *These general comments below do not take account of your personal objectives, financial situation or needs. Before acting on this advice you should consider whether it is appropriate to your own situation. We recommend you also consider obtaining independent financial advice before making investment decisions.*

The degree of your reliance on the investment is of central importance when making investment decisions.

Investment risk is the hazard posed by the degree and margin of (un)predictability of an investment's future performance. Investment risk will vary with the investment option chosen.

For this Fund, significant types of investment risk are market risk, credit risk and liquidity risk.

Market Risk

Market risk varies with asset class and is the systemic or common risk exposure of securities of an asset class to changes in general economic conditions. Economic conditions, characterised by indicators such as levels of economic growth, employment, interest rates, inflation and currency exchange rates, can be influenced by political events, changes in law (e.g. taxation), developments in national and international markets, and natural occurrences such as drought.

Credit Risk

Credit risk is the risk that the counterparty to a debt asset will not meet its payment obligations to the Fund. This risk applies to interest-bearing investments held by the Fund and is particularly relevant to its mortgage assets which are originated and managed by the Trustee.

The Trustee guards against mortgage credit risk through the application of prudent lending procedures to achieve diversification and sufficient margin of cover, a thorough assessment of each borrower's capacity to pay and careful ongoing management of the Fund's loan portfolio.

Other interest bearing investments are restricted to investment grade securities that are listed or can be redeemed within one month.

Liquidity Risk

Liquidity risk is the risk that an asset cannot be converted into cash within the required timeframe without significant loss of capital. When the timeframe is taken to be the 30 day portability period for rollover of superannuation benefits this risk is relevant only to the mortgage assets which are held in the Fund's Income portfolios.

The Trustee guards against this risk by restricting mortgage investments to high quality loans and by closely monitoring cash flow requirements for the Fund. Of the total book value of loans currently held by the fund, approximately 30% can be recalled at

will by the Trustee and a further 52% will be subject to recall within 1 year.

Diversification and Risk

For particular investment assets, performance is also affected by the particular circumstances of the issuer such as financial and management performance and specific market conditions experienced.

The investment options in this and most other funds are diversified investments in that they are interests in a portfolio of many individual investment assets.

Diversification or portfolio investment has a beneficial influence on investment risk because the extent to which the performances of the individual investments do not move in the same direction at the same time reduces the fluctuations or volatility of overall investment returns.

Risk and Return

In general for sound investments the higher the risk exposure the more volatile the performance (greater fluctuation in returns and greater chance of loss in the short term) but the higher the return achieved over the long term.

Investment in Progressive Superannuation Fund involves the Member selecting a blend of a lower risk, stable income strategy with a higher risk growth (over the longer term) strategy.

In general, the greater your reliance on an investment, the more likely that a lower risk - or more defensive - investment strategy is appropriate.

Information about investment options ([Details of Investment Options](#) from p 10) and how Members can adjust the risk–return profile of their investment ([Member Investment Choice](#), p 8) is set out elsewhere in this PDS.

How Your Account Operates

Contributions and rollovers – less any contributions tax – are credited to your account as at the date of receipt and invested according your Member Investment Choice (MIC - see [Member Investment Choice](#), p 8). Likewise withdrawals – less any applicable withholding tax - are debited as at the date of transaction.

At the end of each month, for each of the investment portfolios, expenses and taxes which have been incurred during the period are deducted from investment income to arrive at net investment income available for distribution to Members.

Your share of net investment income is allocated to your account and management charge is deducted and the balance invested according to your MIC.

Your earning rate (as given in your periodic *Member's Statement of Benefits*) is calculated on daily balances. This earning rate will vary consistent with how your account balance and MIC varied over the reporting period.

How to Apply for Membership

Application and other forms accompany this PDS.

To apply for membership, use the attached Progressive Superannuation Plan [Member Application Form](#).

You may also wish to use the [Transfer Authority Form](#) at this time to authorise the rollover of your monies in another fund to Progressive Super.

Read the instructions carefully before completing these forms.

On your [Member Application Form](#), you can:

- Indicate your Member Investment Choice, unless you want to take Progressive's age-based default option. Refer to [Member Investment Choice](#) on page 8.
- Make a Non-Binding or Binding Beneficiary Nomination; that is nominate who you want to get your super if you die. See [Beneficiary Nominations](#) (p 24) for details of these options.
- Provide us with your tax file number (TFN). You are not obliged to do this but if you do not we will be unable to accept certain contributions into your account, and additional tax may apply (see [Contributions](#) (p 17) and [Taxation](#) (p 25)).

When completed, forward the original signed form direct to:

Progressive Superannuation
Level 4, 131 Clarence Street
Sydney NSW 2000

Your application will be attended to promptly, and confirmation of membership sent to you.

Contact Progressive or download from www.progressive.com.au if you need more copies of this PDS with forms.

Cooling-Off Period

You have a cooling-off period of 14 days to check whether the Fund meets your requirements. This period starts at the earlier of the date you receive confirmation of acceptance from the Trustee and 5 days after you become a Member of the fund.

Should you decide to cancel your membership, you should lodge a request during this 14 day period. We will then refund any monies received, which may be adjusted for reasonable administration or transaction costs, or taxes paid by the Fund.

If any monies paid to the Fund were transferred from a superannuation fund, or other superannuation vehicle, in which they were subject to preservation (see [Access to Benefits](#), p 22) then those monies will not be repaid directly to you but instead will be transferred to another complying fund of your choice.

Contributions

Contributions made by yourself, your employer or any other person eligible to contribute on your behalf can be accepted on your account if you are an Australian resident and are:

- Under 65, whether gainfully employed or not; or
- Aged from 65 to 74 years (or for member contributions made by your spouse or others on your behalf, 65 to 69 years), and meet the *work test*.

The *work test* is met by an individual if he or she is gainfully employed for at least 40 hours in a period of not more than 30 consecutive days in a financial year.

Initial contributions can be accepted if they accompany a completed [Member Application Form](#).

Contributions are made by:

- Sending a cheque direct to Progressive Superannuation, Level 4, 131 Clarence Street, Sydney NSW 2000;
- Electronic funds transfer after arrangement with Progressive – call 02 9299 5843; or
- BPAY® after arrangement with Progressive.

Contributions are now classified as either concessional contributions (previously known as deductible), or non-concessional (previously known as undeducted).

The Fund has not set any contribution limits. However, contributions above government-prescribed upper limits will incur higher rates of tax. Contribution caps are set out below.

Concessional Contributions

Concessional contributions are tax-deductible to the contributor and are taxed at 15% on receipt by the fund.

Concessional contributions include:

- Compulsory employer contributions (including Superannuation Guarantee)
- Voluntary employer contributions
- Salary sacrifice contributions
- Deductible contributions from the self-employed.

Concessional Contributions Caps

For the year ending June 30th 2010 concessional contributions are capped at a standard amount of \$25,000 per person per annum. This cap is subject to indexation in future years.

A transitional concessional contributions cap of \$50,000 (not indexed) per annum applies from 1st July 2009 to 30th June 2012 for people aged 50 and over.

If your concessional contributions cap is breached, you may be liable for additional tax known as *excess contributions tax* (see [Taxation](#), p 25), and the excess contributions will be counted toward your non-concessional contributions cap.

Non-Concessional Contributions

Non-concessional contributions are paid from an individual's after-tax income, are not deductible to the contributor, and are not taxed when received by the Fund.

Non-concessional contributions include:

- Non-deductible personal member contributions
- Spouse contributions

Non-concessional contributions cannot be accepted for individuals who have not supplied their tax file number to the Fund.

Non-Concessional Contributions Caps

For the year ending June 30th 2010 non-concessional contributions are limited to \$150,000 per person per annum.

This cap is to be maintained at six times the concessional contributions cap.

People under age 65 can elect to bring forward up to two years of non-concessional contributions.

This means that these individuals may contribute a maximum of \$450,000 over a three year period.

The top marginal tax rate applies where non-concessional contributions exceed these limits.

Limited exemptions from the non-concessional contributions cap include Government co-contributions and contributions made from:

- up to a lifetime limit of \$1.1 million (indexed) of proceeds from the sale of eligible small business assets; and
- proceeds from a settlement for injury resulting in permanent disability

! Contributions in excess of contributions caps are subject to additional tax.

Employer Contributions

If you are employed, your employer can contribute Superannuation Guarantee, award superannuation and salary sacrifice contributions on your behalf. These contributions are all classified as concessional contributions.

Superannuation Guarantee Contributions

Employers are obliged to make Superannuation Guarantee contributions on behalf of eligible employees.

In general, if you are aged between 18 and 70 and are paid at least \$450 within a calendar month, your employer is required to make Superannuation Guarantee contributions for you to a complying superannuation fund or retirement savings account.

These contributions should amount to 9% of your *ordinary time earnings* (generally payment for ordinary hours of work including shift loadings and commissions but excluding overtime) and should be paid at least quarterly and no later than the 28th day following the end of each quarter.

Voluntary Employer Contributions

Employers may also elect to make additional superannuation contributions on behalf of their employees.

Salary Sacrifice

Employees can add to their retirement savings by making an arrangement with their employer to have a part of their before tax earnings paid as superannuation.

Personal Contributions

Employed Members

You can make personal super contributions from your after tax earnings, either through your employer or direct to the Fund. These will be classified as non-concessional contributions.

Self-Employed Members

Self-employed members can make voluntary superannuation contributions at any time subject to contributions caps and - if aged 65 and over - meeting the *work test* (see p 17). In order to claim a tax deduction for these contributions, the contributing Member must

notify the fund in writing. See [Taxation](#) (p 25) for details.

Members Not Employed

Members who do not meet the *work test* (see p 17) can make voluntary non-concessional superannuation contributions at any time up to age 65.

Spouse Contributions

Your spouse may make super contributions on your behalf at any time if you are

- Under 65; or
- Under 70 and meet the *work test* (p 17).

If you have never been gainfully employed, these contribution amounts must be preserved until you reach age 65.

If you are on a low income (up to \$13,800), your spouse may be eligible to claim a tax offset on up to \$3,000 of non-concessional super contributions made on your behalf. See [Taxation](#) (p 25) for details.

Spouse contributions are non-concessional contributions and are counted towards the non-concessional contributions cap of the receiving spouse but are not eligible for the Government co-contribution.

Government Co-contribution Scheme

If you make non-concessional super contributions, you may be entitled to the Government Co-contribution, to a maximum of \$1,000.

To be eligible you must also satisfy the following requirements:

- At least 10% of your total income (assessable income plus reportable fringe benefits plus reportable employer superannuation contributions) must be earned as an employee and/ or from carrying on a business;
- You must be less than 71 years of age at the end of the year;
- You must have lodged an income tax return for the year; and
- You must not have held an eligible temporary resident visa at any time during the year.

The Government will pay \$1 for every \$1 you pay in eligible non-concessional contributions, up to a maximum amount which is based on your income.

A maximum co-contribution of \$1,000 applies to those on an income less than \$31,920, and reduces by 10 cents for every three dollars income over this amount, ceasing entirely when your income reaches \$61,920 (thresholds for 2009/10).

The matching rate and maximum amount for the co-contribution are budgeted to be restored to their previous levels of \$1.50 for every \$1; and \$1,500 respectively by 2014/15.

Contributions Splitting

Members can direct up to 85% of gross concessional contributions (up to the concessional contributions cap) to an

account of their spouse in the Fund. Splitting will occur after the end of the financial year (except that on request, splitting may occur before rolling over to another fund or cashing out the entire benefit).

A Member can make only one contribution splitting application each year. This may be done using a contributions splitting form which is available on request or from the ATO website.

Members cannot claim the superannuation spouse contribution tax offset rebate for amounts split to a spouse's account.

Consolidate Your Super

If you have balances in other superannuation funds or rollover vehicles you can transfer these amounts to Progressive Superannuation and combine all your superannuation in one account. This can be facilitated by use of the Fund's [Transfer Authority](#) form, which accompanies this PDS.

Lost Super

If you have lost track of your super held in other funds, you can search the Australian Taxation Office's *Lost Members Register* for it. Visit www.ato.gov.au/super or call 13 28 65 to use *SuperSeeker*. If you provide us with your tax file number and written authorisation, we can do this for you.

Taxation of Contributions

See the section on [Taxation](#) (p 25) for information on how your contributions will be taxed.

Benefits

This section sets out when you can have access to your superannuation investment. Benefit payment requests should be made to the Trustee in writing.

The amount of your benefit at a particular time is equal to your Member account balance at that time. If your total benefit is paid out after the 7th day of a month, your last month-end balance will be adjusted *pro rata* for further income and management charge.

There is no withdrawal fee charged when your benefits are paid to you.

Access to Benefits

Superannuation is a long-term investment and as such, there are legislated restrictions on when you can get access to your benefit. These *preservation rules* are set out below.

From 1st July 1999, all contributions to superannuation and all investment earnings are *preserved*. Benefits that were non-preserved at 1st July 1999 remain non-preserved (although the earnings on these benefits are preserved). Preservation components of amounts rolled into the fund are transferred with the rollover.

The preservation components of your benefit are set out in your yearly and half-yearly Member statements.

In general, you cannot have preserved benefits paid to you until you have reached your *preservation age* (see table below) and have retired or have met another *condition of release*.

Preservation Ages

Member's Date of Birth	Preservation Age
Before 1 st July 1960	55
1 st July 1960 – 30 th June 1961	56
1 st July 1961 – 30 th June 1962	57
1 st July 1962 – 30 th June 1963	58
1 st July 1963 – 30 th June 1964	59
After 30 th June 1964	60

Conditions of Release

Preserved benefits may be paid to you in part or full:

- If you have retired permanently from the workforce on or after your *preservation age* - see above table;
- If you have left your then current employment after age 60;
- If you have reached age 65; or
- If you have reached your preservation age and have opened a non-commutable income stream such as a *transition to retirement income stream* (see below).

Subject to meeting conditions, you may also have access to all or part of your preserved benefit in the following circumstances:

- If you suffer from total and permanent disability or from a terminal illness;

- If you suffer from temporary incapacity (access to your benefit is in the form of a non-commutable income stream);
- If you suffer severe financial hardship;
- If the Australian Prudential Regulation Authority (APRA) approves the release of all or part of your preserved benefits on compassionate grounds;
- If you have left employment and have a preserved balance of less than \$200;
- If you have been given a release authority by the Australian Taxation Office authorising the release of funds to cover payment of excess contributions tax (see [Taxation](#), p 25).

Conditions of Release for Temporary Residents

Members who have been eligible temporary residents may have access to their benefits if they have permanently departed Australia, subject to provision of required documentation. A limited number of the above conditions of release also apply for these Members. The Fund may be contacted for further information.

New rules require unclaimed superannuation benefits of former temporary residents who have left Australia to be transferred to the ATO, from which they can then be claimed by the individual.

Transition to Retirement Pension (TRP)

Members who have reached their *preservation age*, but are not retired, can access their super through a Transition to Retirement Pension.

Progressive Superannuation Fund offers these account-based non-commutable superannuation income streams as detailed in the *Progressive Superannuation Fund Pension Plan Combined Product Disclosure Statement and Financial Services Guide*.

Members who establish a TRP can continue their existing superannuation account and add to it by making further contributions, including salary sacrifice, whilst drawing on their pension income stream.

Death Benefits

If you die, the Trustee will pay your superannuation to one or more of your *dependents* and/or your estate.

Progressive provides Members with the opportunity to make either binding or non-binding nominations of beneficiaries. You can elect to make either type of nomination on the Membership Application form.

Your nomination can be changed or revoked at any time by written notice to the Fund.

Your dependents are your spouse, (including de facto), your child (including step-child or adopted child), your financial dependents, and individuals with whom you have an *interdependency relationship* at the time of your death.

Two persons have an *interdependency relationship* if all of the following are satisfied:

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

There is also an interdependency relationship where two people have a close personal relationship but do not satisfy the other requirements listed above because one or both of them suffers from an intellectual, physical or psychiatric disability.

Non-Binding Nominations

If you have a non-binding beneficiary nomination in place at the time of your death the Trustee, when paying your benefits, will take into account the dependents nominated by you.

Binding Nominations

If you make a binding nomination, the Trustee is required to follow your instruction, as long as it is valid and in force on the date it comes into effect.

Binding nominations expire after 3 years at which time they can be renewed. This may be done by using a Beneficiary Nomination Revision Form, which is available on request or by download from

www.progressive.com.au

Family Law Issues

Effective 28th December 2002, superannuation benefits can be included in property settlements in the event of separation or divorce. This law allows spouses (including *de facto*) to:

- request certain information about their spouse's benefits;
- reach an agreement about how their super benefits should be split in the event of a divorce; and
- split most superannuation benefits.

Taxation of Benefits

See the next section on **Taxation** for general information on how your benefits will be taxed.

Taxation

A summary of the way superannuation is taxed is given here. This information is based on the tax laws that were current at the date of publication of this PDS.

Tax on Contributions

This information relates to contributions that can be accepted by superannuation funds – see [Contributions](#) (p 17).

Concessional Contributions

Concessional contributions are those that are tax deductible to the contributor and are generally taxed at the rate of 15% at the time of receipt by the Fund.

Non-Concessional Contributions

Non-concessional contributions are not taxed on receipt by the Fund.

Tax Deduction to Contributors

From July 1st 2007 employers can claim a full tax deduction for all employer contributions made on behalf of employees under the age of 75.

Self-employed contributors can claim a tax deduction for personal contributions up to their concessional contributions cap if they receive less than 10% of their total income (assessable income plus reportable fringe benefits plus reportable employer superannuation contributions) as an employee.

Self-employed contributors can claim a tax deduction for personal contributions by providing the Fund with a *deduction notice*.

This *deduction notice* must be in writing and be sent to the Fund by the earlier of

- the date of lodgment of the Member's tax return for the year in which the contributions were made; and
- the end of the income year following the income year in which the contributions were made.

At the end of each financial year, Progressive will provide a deduction notice form to Members who have made personal contributions during the year. The form is also available on request from Progressive and on the ATO website.

On receipt of a deduction notice from a Member, the Fund will send an acknowledgment of receipt, which the Member requires in order to claim the deduction.

Excess Contributions Tax

Excess contributions tax applies to amounts contributed in excess of the contributions caps (See the [Contributions](#) section from page 17 for details of the contributions caps which apply to concessional and non-concessional contributions respectively).

Amounts contributed in excess of the concessional contributions cap are taxed at an additional 31.5% (on top of the 15%

contributions tax) including Medicare levy. The additional tax is levied on the individual Member who may choose whether to pay all or part of it from the Fund. The Tax Office will send the Member a release authority with its assessment to enable the Member to do so.

Excess non-concessional contributions are taxed at 46.5% including Medicare levy. This tax is payable by the Member and must be paid from the Member's account in the Fund.

As excess concessional contributions are also counted as non-concessional contributions it is possible for these contributions to be taxed at 93% if both caps are exceeded!

It is important to ensure contributions caps are not breached to avoid being taxed at up to 93%

Rollovers

Most rollovers of superannuation monies received from and paid to other funds are not taxed on receipt or payment.

Rollovers received from *untaxed sources* (generally unfunded public sector superannuation schemes) are taxed at 15% on the *untaxed component* on receipt by the fund. A threshold applies beyond which such amounts are taxed at a higher rate.

Spouse Sponsored Rebate Scheme

Under the Spouse Sponsored Rebate Scheme the sponsor – that is the spouse making the contribution – can claim a tax offset on non-concessional contributions made into an account of their spouse (legal or de facto).

A rebate of 18% can be claimed on eligible spouse contributions up to the rebatable contribution limit. The rebatable contribution limit is \$3,000 if the spouse's income is \$10,800 or less and reduces by a dollar for each dollar by which the spouse's income exceeds this amount to nil at \$13,800.

Contribution tax is not deducted from eligible spouse contributions.

Surcharge

The surcharge contributions tax ceased from 1st July 2005. Deductible contributions made prior to that date will continue to be subject to the surcharge, depending on the Member's income for superannuation purposes. The ATO issues assessments for any member who is liable for the surcharge. The Fund must pay any assessment received and the amount is debited to the individual Member's account.

Tax File Numbers

If a Member has not provided the Fund with his or her TFN, the Fund is unable to accept non-concessional contributions on account of the Member.

If the Member has not provided their TFN by the end of the financial year in which the contributions were made, the Fund is required to deduct additional No TFN tax on concessional contributions from the Member's account.

There is an exception to the latter rule for existing Members at 1st July 2007 who may make concessional contributions of up to \$1,000 without being subject to the No TFN tax.

A refund of the No TFN tax may be obtained if a TFN is supplied to the Fund within a 4-year period.

Taxation of Fund Investment Earnings

The Fund is taxed on its investment earnings (after deduction of expenses) at a concessional rate of 15%, and its tax liability may be further reduced by, for example, franking credits attached to dividends and the 1/3 capital gains tax discount available to superannuation funds.

Because investment earnings of the Pension Plan are tax-free, Members of Progressive's Superannuation and Pension Plans may benefit from the equitable distribution of any taxation benefits released when Superannuation Plan assets are transferred to the Fund's Pension Plan.

Taxation of Benefits Paid to Members

The following tax rules are current at the date of publication of this PDS.

Tax Components

A Member's superannuation benefit is divided into two components for taxation purposes – the *taxable component* and the *tax-free component*. Partial benefit payments consist of tax components in the same proportion as in the total benefit. The *tax-free component* is not subject to tax and comprises the total of the Member's non-concessional contributions and an amount fixed as at 1st July 2007 consisting of other tax-exempt components as applicable – see table below.

The *taxable component* is equal to the total benefit less the tax-free component and is subject to tax as set out in the table below.

Different tax rules apply to death benefit payments and to benefit payments to Members who:

- are receiving the payment due to total and permanent disability;
- are receiving the benefit payment due to suffering from a terminal illness;
- are receiving their benefit payment as a former temporary resident who has left Australia; or
- are receiving their benefit payment in the form of an income stream.

Disability Benefits

The tax-free component of lump sum benefits paid to Members in the case of total and permanent disability is increased, subject to legal conditions being met.

Lump Sum Benefits to Members suffering from Terminal Illness

Benefits paid to Members suffering from a terminal illness are tax-free, subject to conditions.

Taxation of Death Benefits

Lump sum death benefits *paid to a Member's dependents* are tax-free.

The definition of dependent for this purpose differs from that mentioned in the Benefits section of this document in that it does not include children over the age of 18 unless they:

- are under age 25 and were financially dependent on the deceased Member; or
- have a disability.

Different tax rules apply to death benefits paid to non-dependents.

Progressive applies the *anti-detriment provisions* which may result in increased death benefit payments to dependents of deceased Members.

Departing Australia Superannuation Payments

Effective 1st April 2009, the taxable component of benefit payments made to temporary residents departing Australia is subject to withholding tax of 35%.

➤ **PLEASE NOTE:** *The taxation information in this PDS is only general information for Members. Further information can be obtained by contacting the Australian Taxation Office or by visiting www.ato.gov.au/super.*

Taxation on Lump Sum Benefits Paid to Members

Component	Age		
	Under 55 Years	55 to 59 Years	60 Years and above
Tax-Free Component			
<ul style="list-style-type: none"> • Non-concessional contributions • Amount crystallised as at 30th June 2007: <ul style="list-style-type: none"> - Pre July 1983 amount - CGT exempt amount - Post June 1994 invalidity amount - Concessional amount - Undeducted contributions 	Tax-Free	Tax-Free	Tax-Free
Taxed Component			
<ul style="list-style-type: none"> • Payment amount less tax-free component 	Taxed at 20% + Medicare Levy	Tax-Free up to \$150,000 (indexed). Balance taxed at 15% + Medicare Levy	Tax-Free

Other Important Information

Keeping in Touch

Member Benefit Statement

Member Benefit Statements are provided for the half year ending 31st December and the full year ending 30th June.

These statements include the rate of return on your investment, a transaction summary and listing as well as details of your benefits at the time of the statement. This also presents Members with an opportunity to check their details and notify the Trustee of any changes, errors or omissions.

Periodic Reports to Members

We will send you annual and half-yearly reports informing you about the management and financial condition of the Superannuation Plan and the performance of its investment options.

Significant Events

Any significant or material changes affecting rights of Members will be notified either via Periodic Reports to Members or through a special notice.

Transaction Confirmation

A confirmation will be sent to you (or to contributors on your behalf) for initial investments, rollovers, withdrawals, surcharge payments and switches.

Change of Details

Confirmation of any changes to your personal details will be sent to you.

Change of Employment

If you change your employment, you may exercise your right for Choice of Fund by asking your new employer to pay contributions into your existing Progressive Superannuation Fund account.

Portability

You can request a rollover of all or part of your benefit from one superannuation fund to another at any time.

In general, subject to provision of required information and standard proof of ID, your benefits are required to be transferred within 30 days.

Proof of ID

Anti-money laundering and counter-terrorism financing legislation now in place requires the Trustee to collect proof of ID before paying benefits and in other circumstances.

In the course of complying with this law, the Trustee may be required to provide this information to AUSTRAC, the regulator of the legislation.

Insurance

Progressive does not offer insurance.

Further Information

Members have the right to inspect or request copies of the following Fund documents:

- The Fund Trust Deed.
- APRA documents including Annual Returns, Certificates and Notices.
- Audited Accounts and Auditor's Reports.
- Annual Fund Report.

If you require further information regarding the Fund or your account, contact Progressive as follows:

Tel: 02 9299 5843

Fax: 02 9262 1064

Email: super@progressive.com.au

Mail: Progressive Superannuation Fund
Level 4, 131 Clarence Street
Sydney NSW 2000

Complaint Resolution

In situations where a matter of enquiry by a current or former Member or beneficiary about the operation or management of the Fund cannot be resolved to that person's satisfaction by the usual method of contact and the person wishes to make a complaint the following arrangements are in place.

Step 1 – Direct with the Fund

Submit complaint to the Fund:

- Any complaint should be in writing and

addressed to -

Progressive Superannuation Fund
Level 4 131 Clarence Street
Sydney NSW 2000

- When a complaint is received it will be recorded in a register and acknowledged in writing within five working days.
- The complaint will be investigated and action initiated to resolve the matter.
- The Trustee will provide a written response as soon as possible but within the 90-day limit prescribed by Government Regulations.

Step 2 – Superannuation Complaints Tribunal

If the Fund has not responded to the person's complaint within the 90-day limit or for any complaint that is unable to be resolved directly, the person can submit the complaint to the Superannuation Complaints Tribunal.

The Tribunal - established by the Australian Government - can be contacted as follows:

In writing:

Superannuation Complaints Tribunal
Locked Mail Bag 3060
GPO MELBOURNE VIC 3001

Telephone:

1300 780 808

The Tribunal is intended to be informal and easy to use. It will provide for fair, economical and quick conciliation or review of complaints. Complaints may be submitted by both current and former Members or their

beneficiaries and will largely be dealt with by correspondence.

The Tribunal can deal with any complaint which is related to a decision or a failure to make a decision by a trustee, or a person acting for a trustee, in relation to a particular individual.

The Tribunal will not deal with complaints about the management of a fund generally, or investment strategy.

Further information on the function of the Tribunal can be obtained by contacting the Tribunal directly (see above).

Privacy Policy

1. The Privacy Act and Our Dealings with You

This Policy concerns the National Privacy Principles, and regulations of the amended Privacy Act, which apply to the collection, use and disclosure of an individual's personal information by private sector organisations.

Progressive Pty Limited through its subsidiary entities Progressive Superannuation Fund and Progressive Mortgage Company Limited (Progressive) has always dealt with personal information in a manner consistent with these principles and regulations.

This statement explains the types of information we collect and keep on record and how we may use it. Also set out are details of your rights and our rights and obligations in the collection of personal information.

2. How and Why Progressive Collects Personal Information

The main reason Progressive needs to collect personal information is to provide the particular financial products and services you seek from us. This mainly consists of our need to process applications for, and to manage and administer, according to our agreements with you and the law, the products and interests we provide. If you do not provide information we request we may not be able to assess your application for our products or services.

We normally collect information from application forms, from direct consultation with you and from your response to requests by us for further information.

We may conduct surveys seeking information for our business purposes. Any such questionnaires will disclose their purpose and inform you that their completion is entirely

at your choice.

The information we collect may be used to send you information about other products and services offered by Progressive.

Progressive does not provide Member information to third parties except for the purposes set out in Section 5 of this Policy statement.

3. Information Progressive Collects and How it is Used

Progressive is careful to guard the confidentiality and keep secure personal information it holds. Access is limited to staff and service providers on a need-to-know basis. Electronic and physical storage is systematic and access limited.

Types of information Progressive keeps on record can include:

- Your name address and other contact details at home and at work as provided by you and persons nominated by you.
- Your gender and date of birth.
- Details of your employment as provided by you.
- Your bank account details.
- Your Tax File Number if provided by you. Progressive is required by law to request the collection of your Tax File Number in certain circumstances such as the provision of investment and superannuation products. The confidentiality and security of your Tax File Number are maintained also under the Tax File Number Guidelines of the Privacy Act.
- Details of transactions and balances of your accounts relating to products and services we provide to you.
- Any information contained in correspondence with us.
- Credit information we may request on your credit

history or status and your permission to obtain such credit information from credit reporting agencies. The confidentiality and security of your credit information will continue to be maintained in accordance with the Privacy Act Code of Conduct binding credit providers and credit reporting agencies.

- Also, in our provision of Superannuation we may record your beneficiary nomination details.

4. Your Access to the Information We Keep

You are entitled to enquire about the extent and accuracy of your personal information we have on record and how it is managed. If we are unable to disclose any details you seek we will give you a written explanation.

5. Disclosure of Your Personal Information to Other Parties

Progressive may use and disclose personal information about you if the law requires or allows us and also if you provide your consent for us to do so. More specifically information disclosure may be made:

- to Government agencies as required by taxation, superannuation and other law.
- in confidence to entities providing services to us. These entities are limited in their use of your personal information to the purposes of our business only.
- to banks and other financial institutions approved by you for the purposes of payments and/or receipts.
- to any organisation at your request.
- to any persons including professional advisors (except in the case of sensitive information) acting on your behalf when you have given us permission to do so.
- to the Superannuation Complaints Tribunal pursuant to a complaint made on your behalf.

6. How to Contact us About Your Privacy

Please direct any enquiry or concern about privacy to our Privacy Officer:

Tel: 02 9299 5843
Fax: 02 9262 1064
Email: privacy@progressive.com.au
Mail: Progressive Pty Limited
Level 4, 131 Clarence Street
Sydney NSW 2000

Financial Services Guide

A Guide to Our Relationship with You and Others

This Financial Services Guide (FSG) is concerned with financial services offered by:

Progressive Pty Limited (Progressive)
ABN 53 075 411 371 AFSL 235191 RSE L0003100
Level 4, 131 Clarence Street
Sydney NSW 2000

The FSG contains important information about:

- The financial services we offer you.
- Assistance to you in deciding whether to use these financial services.
- How we and our associates are paid.
- Any potential conflicts of interest we may have.
- Our internal and external dispute resolution procedures and how you can access them.

Who is responsible for the financial services we provide?

Progressive Pty Limited (ABN 53 075 411 371 AFSL 235 191 RSE L0003100) is responsible for the financial services provided including the distribution of this FSG.

What kind of financial services are we authorised to provide you and what kind of financial product do those services relate to?

Progressive Pty Limited is authorised to deal and provide general advice in Superannuation, related to Progressive Superannuation Fund.

What factors will be taken into account when advice is provided to you?

The advice provided to you here and elsewhere by Progressive is of a general nature only. Such advice does

not take account of your personal objectives, financial situation or needs. Because of this before acting on the advice you should consider whether it is appropriate to your own situation, having regard to your objectives, financial situation and needs.

If you do not obtain independent advice, you face the risk that the financial product(s) you select will not fully take into account your objectives, financial situation or needs.

If the advice is related to the possible acquisition of a financial product you should obtain and consider the product's Product Disclosure Statement (PDS) before making any decision about whether to acquire the product.

If we offer you a particular financial product we will give you the product's PDS to help you make an informed decision about the financial product.

Read this FSG carefully before making any decisions relating to financial products.

How can you give Progressive instructions about your Financial Products?

In the first instance you must complete fully the appropriate Member application form attached to the PDS. Read the PDS for further information on communication with Progressive. Thereafter you can instruct us in writing or by email or telephone.

Does Progressive have any relationships or associations with a Financial Product Issuer?

Progressive is the issuer of the Superannuation Financial Products it offers.

Who is your advisor?

Your advisor is employed by Progressive Pty Limited as a responsible officer or employee representative.

What information do we maintain in your file and can you have access to it?

Information Progressive keeps in your file besides your personal details as provided to us by you includes copies of correspondences we have concerning yourself and details of transactions and balances of your account(s).

You are entitled to enquire about the extent and accuracy of your personal information we have on record and how it is managed. If we are unable to disclose any details you seek we will give you a written explanation.

How will you pay for the services provided?

The PDS contains details on the costs to you for the services provided and how they are paid to us.

How are commissions, fees or other benefits calculated for providing the financial services?

Progressive pays no commissions.

Details of the payments Progressive receives are set out in the PDS. Our responsible officers and representatives are paid salaries and may receive a bonus.

Will anybody be paid for referring you to us?

Progressive does not pay anybody for referrals.

What should you do if you have a complaint?

The section [Complaint Resolution](#) in this combined FSG and PDS has details of our internal and external complaints resolution procedures.

What type of compensation arrangements does Progressive have in place?

Progressive is covered by professional indemnity insurance which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act 2001.

This page has been left blank intentionally

PROGRESSIVE SUPERANNUATION FUND

SUPERANNUATION PLAN - MEMBER APPLICATION

> THIS FORM IS TO BE READ IN CONJUNCTION WITH THE *PSF SUPERANNUATION PLAN PRODUCT DISCLOSURE STATEMENT* DATED 1st MARCH 2010

When you have completed and signed the form, please return it to: Progressive Superannuation
Level 4 131 Clarence St
Sydney NSW 2000

1. PERSONAL DETAILS

Title	Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other:	<input type="text"/>
Surname	<input type="text"/>					
Given Names	<input type="text"/>					
Date of Birth	<input type="text"/>	Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female		
Tax File Number*	<input type="text"/>					

* Quoting your TFN is not compulsory, but you may be disadvantaged if you do not: from 1/7/07, Progressive will be required to withhold tax on contributions at a higher rate and will not be able to accept certain types of contribution.

2. CONTACT DETAILS

Home Address	<input type="text"/>					
	<input type="text"/>					
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>	
Postal Address (If different from above)	<input type="text"/>					
	<input type="text"/>					
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>	
Work Phone	<input type="text"/>	Home Phone	<input type="text"/>			
Fax No	<input type="text"/>	Mobile	<input type="text"/>			
Email	<input type="text"/>					

3. EMPLOYMENT STATUS

Please select which of the following applies to you:

- Not Employed > go to section 5
- Self-Employed > go to section 5
- Employed for at least 40 hours in a consecutive 30 day period during the current financial year

4. EMPLOYMENT DETAILS

Employer's Trading Name

Address

Suburb State Postcode

5. INITIAL CONTRIBUTION/ ROLLOVER DETAILS

Please refer to page 17 of the PDS for payment options

A. CONTRIBUTIONS

Employer Contributions \$, , .

Spouse Contributions \$, , .

Personal Contributions – Concessional* \$, , .

Personal Contributions – Non – Concessional \$, , .

B. ROLLOVERS FROM OTHER INSTITUTIONS**

	Name of Institution	Expected Amount
1	<input type="text"/>	\$ <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
2	<input type="text"/>	\$ <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
3	<input type="text"/>	\$ <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>

*concessional contributions are those for which you intend to claim a tax deduction

**We can arrange this for you: for each rollover please complete a *Transfer Authority* form and we will contact your old fund.

6. MEMBER INVESTMENT CHOICE

Please indicate your preferred allocation by ticking the appropriate box below. You can alter your *Member Investment Choice* at any time – your instruction will take effect from the start of the following month.

Please refer to the *Product Disclosure Statement* section on *Member Investment Choice* for information on how you can exercise and vary your preferred investment allocation between Income and Growth strategies.

100% Income : 0% Growth <input type="checkbox"/>	90% Income : 10% Growth <input type="checkbox"/>	80% Income : 20% Growth <input type="checkbox"/>
70% Income : 30% Growth <input type="checkbox"/>	60% Income : 40% Growth <input type="checkbox"/>	50% Income : 50% Growth <input type="checkbox"/>
40% Income : 60% Growth <input type="checkbox"/>	30% Income : 70% Growth <input type="checkbox"/>	20% Income : 80% Growth <input type="checkbox"/>
10%Income : 90% Growth <input type="checkbox"/>	0% Income : 100% Growth <input type="checkbox"/>	

7. BENEFICIARY NOMINATION (OPTIONAL)

Please choose only one of these two options:

- Non-Binding Nomination
- Binding Nomination (Please complete Section 9)

Your nomination must be in favour of one or more of your dependants or estate. A dependant is your spouse (including *de facto*), your child (including step-child and adopted child) or others financially dependent on you at the time of your death.

This nomination can be changed or withdrawn at any time – simply write to us and let us know making sure you sign and date your notification.

If I die, please pay my superannuation to the following beneficiaries – (fill in the details below):

First name	Surname	Relationship	Phone	% Share
				%
				%
				%
				%
MY ESTATE	N/A	N/A	N/A	%
Total				100%

8. DECLARATION

I hereby apply to become a member of Progressive Superannuation Fund.

I declare that:

- I have read the Progressive Superannuation Fund Superannuation Plan Product Disclosure Statement dated 1st March 2010.
- I agree to be bound by the *Trust Deed* and the rules governing the Fund, as amended from time to time.
- The information I have supplied on this application form is true and correct at the date of signing and I will notify the Trustee immediately if any of this information changes.
- I have read the *Privacy Policy* set out in the *Product Disclosure Statement* and consent to the collection, use and disclosure of information about me in accordance with the *Privacy Policy*.

Signature

>> Please note that if you are making a binding nomination of beneficiaries, your signature must be witnessed by two individuals – see below

Date / /

9. DECLARATION BY WITNESSES (FOR BINDING NOMINATIONS)

We certify that this Binding Nomination of Beneficiaries was signed in our presence.

Witness 1

Surname	<input type="text"/>					
Given Names	<input type="text"/>					
Signature	<input type="text"/>		Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
			/	<input type="text"/>	<input type="text"/>	<input type="text"/>
			/	<input type="text"/>	<input type="text"/>	<input type="text"/>

Witness 2

Surname	<input type="text"/>					
Given Names	<input type="text"/>					
Signature	<input type="text"/>		Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
			/	<input type="text"/>	<input type="text"/>	<input type="text"/>
			/	<input type="text"/>	<input type="text"/>	<input type="text"/>

BINDING NOMINATION OF BENEFICIARY RULES

A binding nomination is binding on the Trustee as long as it is valid and in force on the date it comes into effect.
In order to be effective, a binding nomination must be signed by a Member in the presence of two witnesses who are at least 18 years old and who are not named in this nomination form.
A binding nomination is effective for 3 years from the date it was signed, or amended by the Member.
A binding nomination can be amended or revoked at any time by providing a notice to that effect to the Trustee, witnessed in the same manner as your original nomination.