

## **Kaplan Pooled Superannuation Trust**

(ABN 54 808 466 581, APRA Registration No R1001228)

### **Additional Information Booklet**

**Prepared: 30 November 2021**

#### **Kaplan Pooled Superannuation Trust (the “Fund”):**

The information in this document forms part of the Kaplan Pooled Superannuation Trust (ABN 54 808 466 581, APRA Registration No R1001228) (“Fund”) Product Disclosure Statements (PDS) issued by the trustee of the Fund, Diversa Trustees Limited (ABN 49 006 421 638 AFSL 235153 RSE L0000635). Diversa is an approved Trustee regulated by the Australian Prudential Regulatory Authority (APRA). This PDS will remain in force unless withdrawn by the issuer.



#### **IMPORTANT INFORMATION**

- This Additional Information Booklet (AIB) provides additional information about the Fund. The information in this document forms part of the Kaplan Pooled Superannuation Trust Product Disclosure Statement dated 30 November 2021 and is available at [www.kaplanfunds.com.au](http://www.kaplanfunds.com.au). You should consider and read both documents before making a decision to invest in the Fund.
- This information is general information only and does not take into account your personal financial situation or needs. You should obtain professional financial advice tailored to your personal circumstances before you decide to invest.

#### **Kaplan Funds Management Pty Limited (the “Investment Manager” and “Administrator”)**

ABN 98 079 218 643 AFSL 240815

#### **Fund Contact details:**

**Phone:** (02) 8917-0300

**Email:** [enquiries@kaplanfunds.com.au](mailto:enquiries@kaplanfunds.com.au)

**Website:** [www.kaplanfunds.com.au](http://www.kaplanfunds.com.au)

**Postal address:** Suite 607, 180 Ocean Street, Edgecliff NSW 2027

**Trustee**

**Diversa Trustees Limited (ABN 49 006 421 638)**

**AFSL 235153 RSE L0000635**

Phone: (03) 9097 2800

Postal Address: GPO Box 3001, Melbourne Vic 3001 Website: [www.diversa.com.au/](http://www.diversa.com.au/)

## **About Kaplan Pooled Superannuation Trust**

### **Trust Deed**

The Fund was established under a Deed of Trust dated 14 March 1996. The Trust Deed as amended, together with the law, govern the Fund's operation and the rights and obligations of both you and us.

The Trust Deed contains a number of provisions relating to the rights, terms, conditions and obligations imposed on both you and us, including, but not limited to:

- how to invest and withdraw from the Fund;
- calculation of issue and redemption price of units;
- the powers of the Trustee to make investments;
- valuation of Fund assets;
- There may be some circumstances when withdrawals are suspended, such as when units cannot be accurately priced or if the Fund becomes illiquid;
- the liability of the Trustee;
- fees and expenses payable by the Trustee; and
- calling, attending and voting at meetings.

A copy of the Trust Deed is available on our website or is available free of charge by contacting the Investment Manager. A summary of provisions in the Trust Deed are outlined below, however you should read the Trust Deed to obtain full information about the provisions governing the Fund.

The Trustee reserves the right to amend the Trust Deed subject to its ability to do so under the terms of the Trust Deed and SIS. In the event that the terms of the Trust Deed are inconsistent with the terms of this PDS, the terms of the Trust Deed will prevail.

### **Limitation of an investor's liability**

Under the Trust Deed, the liability of each investor is limited to the amount that the investor has invested or agreed to invest in the Fund. Nevertheless, no absolute assurance can be given that the liability of an investor in a unit trust is limited in all circumstances.

### **Indemnity of Trustee**

The Trustee is not required to do anything for which it does not have a full right of indemnity out of the assets of the Fund. The Trustee may be indemnified out of the assets of the Fund for liability that does not arise from failure to act honestly or intentional or reckless failure to exercise due care and diligence. The Trustee will not be liable to investors for any loss or liability incurred in exercising or attempting to exercise any of its duties, powers or obligations in relation to the Fund except where the Trustee or a director of the Trustee fails to act honestly or the Trustee intentionally or recklessly fails to exercise the degree of care and diligence that the Trustee or director was required to exercise.

## **Risks of Super**

### **Risks of investing in the Fund**

The additional risks you should be aware of include:

#### *Derivatives*

There are significant risks associated with derivatives such as the risk of the value of the derivative failing to move in line with the underlying asset, the Fund may be subject to payment obligations as they arise, and counterparty risk (where the counterparty to the derivative contract cannot meet its obligations under the contract). We monitor the Fund's exposure to, and use of, derivatives on a regular basis.

## **Risks of investing in the Fund (continued)**

### *Counterparty and settlement risk*

The Fund may be exposed to credit, counterparty and settlement risk. These risks are influenced by, amongst other things, market practices (for example settlement and custody practices), and the creditworthiness of the parties to whom the Fund is exposed.

### *Manager risk*

This is the risk that the Investment Manager will not achieve the investment objective of the Fund, may underperform the Fund's benchmark or may underperform other investment managers.

### *Operational risk*

Risks particular to the Fund include the possibility that it could terminate or the Trustee or Investment Manager may be replaced. There is a risk that the Fund's operations may be disrupted due to a breakdown in technological systems or material changes to staffing arrangements affecting the Fund or its service providers.

### *Investment risk*

Risks to exposure to Hybrid Securities and the specific liquidity risk associated with the underlying debt securities of the fund.

The Trustee cannot eliminate all risks but seeks to manage risks by maintaining a risk management and compliance framework in accordance with SIS legislation.

You should carefully consider the risks before making an investment decision, having regard to your personal situation. Speak to a professional adviser to understand how these risks might impact you.

## **Defined fees for superannuation products**

Some of these fees such as activity fees, advice fees, exit fees and switching fees do not apply to the Kaplan Pooled Superannuation Trust.

### **Activity fees**

A fee is an activity fee if:

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

### **Administration fees**

An administration fee is a fee that relates to the administration or operation of the superannuation entity and includes costs that relate to that administration or operation, other than:

- a. borrowing costs;
- b. indirect costs that are not paid out of the superannuation entity that the Trustee has elected in writing will be treated as an indirect costs and not fees, incurred by the trustee of the entity or in an interposed vehicle or derivative financial product; and
- c. costs that are otherwise charged as an investment fee, a buy-sell spread, or a switching fee.

**Advice fee**

A fee is an advice fee if:

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

**Buy-sell spreads**

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

**Indirect cost ratio**

The indirect cost ratio (ICR), for a MySuper product or an investment option offered by a superannuation entity, is the ratio of the total of the indirect costs for the MySuper product or investment option, to the total average net assets of the superannuation entity attributed to the MySuper product or investment option.

Note: A fee deducted directly from a member's account is not an indirect cost.

**Investment fees**

An investment fee is a fee that relates to the investment of the assets of a superannuation entity and includes:

- a. fees in payment for the exercise of care and expertise in the investment of those assets (including performance fees); and
- b. costs that relate to the investment of assets of the entity other than:
  - i. borrowing costs;
  - ii. indirect costs that are not paid out of the superannuation entity that the trustee has elected in writing will be treated as indirect costs and not fees, incurred by the trustee of the entity or in an interposed vehicle or derivative financial product; and
  - iii. costs that are not otherwise charged as an administration fee, a buy-sell spread, a switching fee, an exit fee, an activity fee, an advice fee or an insurance fee.

**Switching fee**

A switching fee for superannuation products other than a MySuper product, is a fee to recover the costs of switching all or part of a member's interest in the superannuation entity from one investment option or product in the entity to another.

**Other information****Privacy**

In this section, 'we' means Diversa Trustees Limited ABN 49 006 421 638 ('the Trustee') and Kaplan Funds Management Pty Limited ABN 98 079 218 643 ('the Administrator').

Why do we collect your personal information?

We collect your personal information for the following reasons, to:

- Administer products and services and manage our relationship with you, including establishing and maintaining member records, and provide regular statements, reports and communications;
- Provide products and services to you;
- Process transactions, applications, claims, requests and queries in relation to our products and services;
- Identify you in accordance with the Anti-Money Laundering & Counter Terrorism Financing Act and to protect against fraud;
- Let you know about other products or services that we may offer or that the Plan's promoter may offer; and
- comply with applicable laws and regulations.

If we do not collect your personal information, we may not be able to process your applications, provide you with services relating to the Plan or administer your interest in the Plan.

Who do we disclose your personal information to?

We may disclose your personal information to third parties including:

- Outsourced service providers including an administrator or promoter of the Plan;
- Mail houses and printing companies;
- Specialist service providers, such as actuaries, auditors and lawyers;
- Custodians and brokers;
- Insurance providers;
- Your financial adviser, your attorney appointed under a power of attorney, or your appointed representative;
- Other consultants; and
- Government authorities as required or desirable in administering and conducting the business of the Plan, including in complying with relevant regulatory or legal requirements. It is possible that this may also include a Government authority that is overseas.

Personal information will only be disclosed to third parties other than those listed above if you have consented, if you would reasonably expect us to disclose information of that kind to those third parties, if we are authorised or required to do so by law or it is necessary to assist with law enforcement.

Are we likely to disclose your personal information to a recipient who is overseas?

In some circumstances Kaplan and/or the Trustee may disclose your personal information to persons/entities outside of Kaplan. This is for the purpose of administering your account through third party service providers who may perform certain services domestically and in Chennai, India. Kaplan takes reasonable steps to ensure our third party providers contractual arrangements comply with the Australian Privacy Principles set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012, to ensure your personal information is safeguarded.

We take steps to ensure external providers keep your personal information confidential and use it only for the purposes for which they, and Kaplan, are authorised.

### **Privacy Policies**

The Privacy Policies of the Trustee and the Administrator set out how you can access and correct information we hold about you, how you can complain about a breach of your privacy rights and how your complaint will be handled. The Trustee's privacy policy can be found at <http://diversa.com.au/governance>. The Administrator's privacy policy can be found at [www.kaplanfunds.com.au](http://www.kaplanfunds.com.au).

If you have any queries or complaints about your privacy please contact:

- Privacy Officer, Diversa Trustees Limited, GPO Box 3001, Melbourne VIC 3001, Telephone (03) 9097 2800. Email: [trustees@diversa.com.au](mailto:trustees@diversa.com.au)
- Privacy Officer, Kaplan Funds Management Pty Limited, Suite 607, 180 Ocean Street, Edgecliff NSW 2027, Telephone 02 8917 0300, Email: [enquiries@kaplanfunds.com.au](mailto:enquiries@kaplanfunds.com.au).

### **UPDATED INFORMATION**

Information in the PDS (including incorporated information) is subject to change from time to time and may (in the case of information that is not materially adverse) be updated via the website. To find out about updated information go to the product website shown on the front cover. Alternatively, you can request a paper copy of the updated information free of charge by contacting the Administrator.