Challenger Guaranteed Annuity (Liquid Lifetime)

Product Disclosure Statement (PDS)

Dated 6 May 2019 (SPIN CHG0005AU)

Issuer

Challenger Life Company Limited (ABN 44 072 486 938) (AFSL 234670)





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About this PDS

This PDS relating to the Challenger Guaranteed Annuity (also referred to as **Liquid Lifetime** or the **Annuity**) provides information to help you assess if Liquid Lifetime is a suitable investment for you. You should fully read this PDS before investing.

The information in this PDS is general information only and does not take into account your particular investment objectives, financial situation or needs. You should consider whether you need professional advice, particularly about taxation, retirement planning and investment risk tolerance before investing.

The information in this PDS is current as at the date shown on the front cover. However, some information can change from time to time. If a change is considered materially adverse, we will issue a supplementary or replacement PDS. We may also provide updates to you electronically with your agreement or via our website. For updated information about Liquid Lifetime, visit the website shown on the back cover of this PDS or consult your financial adviser. We will send you a copy of any updated information free of charge on request.

Liquid Lifetime is issued by Challenger Life Company Limited (ABN 44 072 486 938) (AFSL 234670) (referred to as **Challenger**, **we**, **us**, or **our**). Mail: Reply Paid 3698, Sydney NSW 2001. Phone: 13 35 66. Email: info@challenger.com.au.

Challenger's ultimate parent is Challenger Limited (ABN 85 106 842 371) (**Challenger Limited**). Neither Challenger Limited nor any other company within the Challenger Limited group of companies guarantees the performance of Challenger's obligations to customers, or assumes any liability to customers, in connection with Liquid Lifetime. Challenger is regulated under the Life Insurance Act 1995 (Cth) (Life Act), which governs the provision of annuities in Australia. Challenger is authorised by the Australian Prudential Regulation Authority (APRA) to operate a life insurance business in Australia. All references to guarantees refer to payments we promise to pay under the Guaranteed Annuity (Liquid Lifetime) Policy Document (**Policy Document**).

Liquid Lifetime will be issued only when an application in the form approved by Challenger is received and the money used to buy Liquid Lifetime has cleared. The invitation to invest under this PDS is only available to persons receiving this PDS in Australia and is subject to the terms and conditions described in this PDS and the Policy Document (see page 27). You should read these documents before investing. We reserve the right to withdraw the invitation to invest and withdraw this PDS. In the event of any inconsistency between the terms of the Policy Document and the terms of this PDS, the terms of the Policy Document prevail.

Who is Challenger?

We are Australia's largest provider of annuities and a life company registered under the Life Insurance Act 1995. We provide reliable income to around 60,000 investors through our management of more than \$18 billion in assets*.

Challenger is regulated by the Australian Prudential Regulation Authority (APRA) and we must hold a minimum amount of capital, set by APRA, to ensure that we can meet the payment promises we have made to investors. APRA is the same authority that regulates banks. We guarantee all Liquid Lifetime's payments.

Where we reference 'guarantees' throughout this PDS, we are referring to the payments we promise to pay you as an investor.

Our parent company is Challenger Limited, an investment management firm managing \$78 billion in assets*. Established in 1985 and listed on the Australian Securities Exchange (ASX:CGF) in 1987, Challenger Limited is focused on providing Australians with financial security for retirement.

The regular income we promise to pay Annuity investors is not impacted by any movements in Challenger Limited's share price.

What is Liquid Lifetime?

Liquid Lifetime is a lifetime annuity. A lifetime annuity is a secure investment that pays you regular income for life in return for a lump sum investment.

The regular income we agree to pay you is guaranteed for your lifetime (and your spouse's lifetime if you choose to include them as part of the investment), regardless of how long you live or how investment markets perform – giving you peace of mind in retirement.

Liquid Lifetime has won a number of awards, including the 2017 Money Management Retirement Product Innovation award, 2018 Chant West Best Fund: Longevity Product award and the 2018 Association of Financial Advisers (AFA) Long Term Income Stream award. Challenger was also named AFA Annuity Provider of the Year in 2019 for the eleventh year in a row.

Challenger provides reliable income to around 60,000 investors through its management of more than \$18 billion in assets*

Liquid Lifetime is a secure investment that pays you monthly income for life

^{*}As at 31 December 2018.

Liquid Lifetime is secure

Liquid Lifetime is a secure investment – we determine your regular income at the start of your Annuity and guarantee to pay it for your lifetime regardless of how long you live or how investment markets perform.

When you buy Liquid Lifetime, your investment goes into a secure fund along with the investments received from other annuity investors. This fund is known as the 'statutory fund', and all regular payments to our annuity investors are paid from this fund. We are also required by the Australian Prudential Regulation Authority (or APRA for short) to invest our own money into the fund.

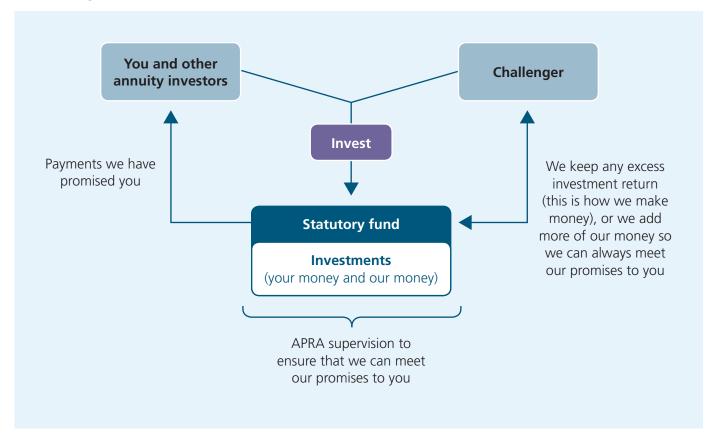
APRA monitors the statutory fund's investments, the aim of which is to ensure that we can meet the promises that we have made to you. APRA is the same authority that regulates banks. If at any time we do not achieve investment returns that are sufficient to cover all the promises that we have made to our annuity investors, we must cover the shortfall from the money we have invested in the fund.

As at 31 December 2018, we had over \$3.5b of our own money invested in the funds that we manage. That's enough to ensure that we could continue to cover all promises made to our annuity investors even if a one in 200-year investment market shock event occurred.

To further protect your investment, APRA can require us at any time to invest more of our own money into the fund or tell us to change the statutory fund's investments. The aim of this supervision is to ensure that we can meet our payment promises to you now and into the future, and is the reason why Liquid Lifetime is a secure lifelong investment.

The regular income we promise to pay you is not impacted by any movements in Challenger Limited's share price.

How Liquid Lifetime works



Think you know annuities? Liquid Lifetime is different

Liquid Lifetime really is different and that is why it has won so many awards. Here are some common annuity myths that Liquid Lifetime busts:

Myth 1

You have to invest all of your retirement savings

You do not have to invest all of your money into Liquid Lifetime. You can choose to invest only a portion of your super or personal savings and receive a level of secure, guaranteed income for life (see 'Liquid Lifetime as part of a comprehensive retirement portfolio' on page 4). You can invest as little as \$10,000.

Myth 2

If your circumstances change, it's too bad – you are locked in

Liquid Lifetime has a long period where you can choose to cancel the investment and receive back a lump sum withdrawal payment – just in case your circumstances change*.

Myth 3

If you die, you lose all your money

Liquid Lifetime pays a guaranteed death benefit if you die early*. The death benefit is up to 100% of the amount you invest and is payable to the beneficiaries you nominate or to your estate.

Myth 4

Annuities are expensive with high fees

Liquid Lifetime has no fees (although you may agree to pay fees to your adviser for their services). The amount we promise to pay you is what you will receive. This is important to note when comparing Liquid Lifetime to other investments that may charge separate management and investment fees.

So how do we make money? We simply invest the money you give us. If we achieve investment returns that are above the amount required to cover the promises made to our annuity investors, we keep the excess amount. This is how Challenger makes a profit. If we do not achieve investment returns that are sufficient to cover all promises made to our annuity investors, we cover the shortfall from our own money.

Myth 5

It is a bad time to invest if interest rates are low

As Liquid Lifetime is a very long-term investment, the payments we offer are based on long-term interest rate projections, not on where the Reserve Bank of Australia cash rates are at today. That means they already have future expected interest rate movements priced in.

Myth 6

Annuities provide a lower rate of return compared to other investments When comparing annuities to other investments, it is important to compare them to similar secure investments and not shares or other more risky investments. Annuities give you certainty, so they are likely to give you lower returns than more risky investments where you may receive higher returns but you can also incur losses (for example, if there were to be another global financial crisis).

It is also important to remember that Liquid Lifetime has payments that are adjusted each year in line with movements in the Consumer Price Index (CPI)*.

When compared to other secure investments, our payment rates are very competitive.

^{*} You can ask us to remove these features in return for higher starting payments. But the choice is totally yours.

Liquid Lifetime as part of a comprehensive retirement portfolio

When you retire, there are different financial factors to consider because you are no longer receiving income from employment. Market falls can have a greater impact on your savings since you are not able to replenish savings with employment income.

At the same time, thanks to medical advancements and healthier lifestyles, you could enjoy a retirement well into your 90s. That's a long time to make your savings last!

No two retirement plans will be the same – everyone has different needs and goals. But everyone faces the same key risks in retirement:

- Longevity risk: the risk of living longer than expected, resulting in retirement funds being insufficient to finance your lifestyle for your lifetime (as well as your spouse's life if you have one).
- Market risk: the impact of varying investment returns (especially negative returns) on the value of your investments during retirement.
- Inflation risk: the risk that over time inflation will increase the cost of living. This means the income received from your investments would also need to increase in line with inflation to maintain spending power and your standard of living.

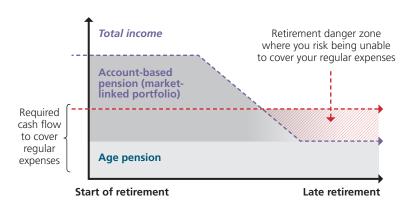
In the later stages of retirement, these retirement risks mean that if you only invest in an account-based pension, there is a real chance that you will no longer be able to meet your regular expenses – we call this period the 'retirement danger zone'.

It makes a lot of sense to ensure that part of your retirement portfolio provides a secure, guaranteed source of income for your lifetime (and your spouse's lifetime if you include them as part of your investment), no matter what, to supplement the Age Pension and help fund essential expenses such as electricity and food (helping to keep you out of the retirement danger zone). It also makes sense to have growth assets and the flexibility to fund one-off expenses like a new car or a holiday.

A comprehensive lifetime retirement portfolio helps protect you against the key risks in retirement by combining:

- a guaranteed lifetime income stream, such as Liquid Lifetime, to help keep you out of the retirement danger zone; and
- a flexible market-linked income stream such as an account-based pension provided by your super fund.

Ask your financial adviser if a comprehensive retirement portfolio is suitable for you.



Comprehensive retirement portfolio example

Account-based pension

Account-based pensions are offered by superannuation funds and provide exposure to different types of assets. They generally only provide you with income while you have money in your account. That means once you no longer have an account balance, your regular payments stop.

Account-based pensions may:

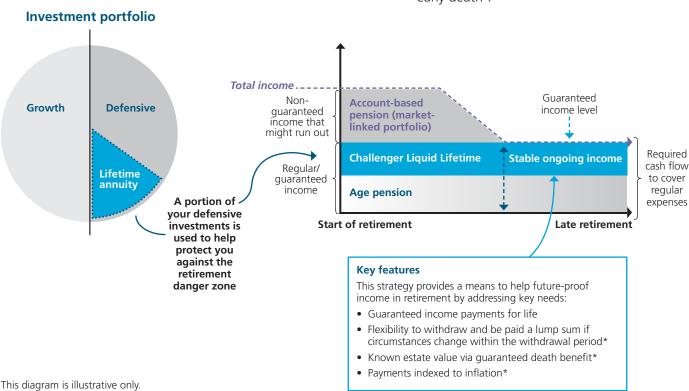
- provide access to a range of investments such as shares, property, fixed interest and cash. Remember this also means you may be exposed to periods where you receive negative returns as well as growth periods;
- allow you to change the amount of your regular income from time to time;
- provide flexibility to make lump sum withdrawals for one-off expenses like a new car or a holiday; and
- pay any remaining account balance to your family upon death.

Liquid Lifetime

Liquid Lifetime can be used as the foundation of the retirement portfolio. In return for a lump sum investment, you receive lifelong inflation-linked* monthly income that can keep you out of the retirement danger zone.

Liquid Lifetime:

- gives you the choice of investing your super or non-super savings;
- is a defensive asset within a retirement portfolio;
- provides longevity protection you receive a guaranteed level of income for life (and your spouse's life if you choose) regardless of how long you live;
- is protected against market downturns you get peace of mind because Challenger carries the investment risk on this portion of the retirement portfolio;
- has payments that are linked to changes in inflation* – so you maintain your purchasing power; and
- pays a lump sum to your family upon early death*.



^{*} You can ask us to remove these features in return for higher starting payments. But the choice is totally yours.

Which Liquid Lifetime option is right for you?

Flexible Income (Immediate payments)

An annuity that starts paying you lifelong income immediately. It has a withdrawal value and a guaranteed death benefit for a period based on your life expectancy.

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Flexible Income (Deferred payments)

An annuity that starts paying lifelong income after a deferral period that you choose. It has a withdrawal value and a guaranteed death benefit for a period based on your life expectancy. Starting payments are higher than the Flexible Income (Immediate payments) option because payments do not start immediately.

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Regular Income (15-year Withdrawal Guarantee) An annuity that starts paying you lifelong income immediately. It generally pays you lower payments than the Flexible Income (Immediate payments) option but allows you to cancel the Annuity at the end of year 15 and receive a guaranteed withdrawal value (which you choose at commencement). It has a withdrawal value and a guaranteed death benefit for the first 15 years.



Flexible Income (Immediate payments) option

Snapshot

- You can use your super or personal savings to invest.
- Monthly payments for life (and your spouse's life if you choose).
- Payments start a month after investment.
- Payments keep pace with inflation (CPI-indexed payments).
- Payments are guaranteed regardless of how investment markets perform.
- Monthly payments are tax-free if you use your super to invest.
- Up to 100% of your investment is repaid to your nominated beneficiaries or estate if you die within the withdrawal period.
- It has a withdrawal value for a period based on your life expectancy just in case your circumstances change and you no longer require lifetime income.

	The summary	The detail
Who can	, ,	The minimum investment is \$10,000.
invest?		• If you are using your super to invest, you must be aged 60* or over and have unrestricted access to your super.
		 You cannot buy Liquid Lifetime if you live in a residential aged care facility or if you have an Aged Care Assessment Team/Service (ACAT/ACAS) approval that specifies that you are eligible to move into a facility.
		 If you have a Self-Managed Super Fund (SMSF), you can invest via a rollover of the investment amount – Liquid Lifetime cannot be held as a direct investment of the SMSF.
When do payments start?	The first payment is made a month after your Liquid Lifetime starts.	Payments will be made monthly around the same day of the month for the rest of your life (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime). Payments will be paid by electronic transfer to your bank, building society or credit union account.
How much income will I receive?	We offer competitive payments based on how long you are likely to live, the options you choose and current investment market conditions.	We guarantee the amount of your regular income (as adjusted by CPI indexation) at the start of your Liquid Lifetime and agree to pay the regular income monthly for your lifetime (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime).
		You can request a payment quote from your adviser or by calling us (see back cover). Quotes are generally valid for 14 days – so you have time to consider if Liquid Lifetime is a suitable investment for you.
		If you are using your super to invest, your regular monthly income will be tax-free. If you are using non-super money to invest, only a portion of your regular monthly income will be treated as assessable income for tax (see page 23 for more information).

^{*} Generally, to have unrestricted access to your super between the ages of 60 and 65, you must have ceased work. There are some limited circumstances where you may be eligible to invest with super money if you are under age 60, for example if your super fund has assessed you as totally and permanently disabled. For more information, refer to the Additional Information Guide available online (see back cover).

The summary The detail

Will my regular payment amount change over time?

Payments will be adjusted each year in line with movements in the Consumer Price Index (CPI), unless you ask us not to adjust them in return for higher starting payments.

After you invest, regular payments will change annually so that they keep pace with changes in the CPI. This helps protect the purchasing power of your regular payments.

Payments will be indexed after each anniversary of the start of your Liquid Lifetime (for example, the first payment to be indexed will be the 13th monthly payment). If the change in CPI is positive, your regular payments will increase, and if the change in CPI is negative your payments will reduce. How CPI is calculated can be found in section 8 of the enclosed Policy Document.

Before starting a Liquid Lifetime, you can ask us to only partially index your payments annually with movements in the CPI (called 'partial CPI') or not to index your payments annually with movements in the CPI (called 'no indexation').

If you choose partial CPI your regular payments will change annually in line with any increase in the CPI that is greater than 2% (for example if the change in CPI is 3% your payments will increase by 1%). If the change in CPI is negative your payments will reduce. Choosing the partial CPI option will provide a higher starting payment than the CPI option, but a lower starting payment than the no indexation option. If you choose not to index your payments annually with movements in the CPI, you will have a higher starting payment compared to the CPI and partial CPI options, but your regular payment never changes.

By choosing either the partial CPI or no indexation options you will have greater purchasing power now; however, over time the purchasing power of your regular payments is likely to reduce as a result of inflation. You cannot change your indexation choice after your Liquid Lifetime has started.

Examples of how changes in the CPI are applied to regular payments are provided in the Liquid Lifetime Additional Information Guide, available online (see back cover).

How long will I receive payments for?

We guarantee payments for your lifetime, and if you choose, the lifetime of your spouse. We guarantee your regular income (as adjusted by CPI indexation) at the start of your Liquid Lifetime and agree to pay the regular income monthly for your lifetime regardless of how our investments perform.

If you would like payments to also be made for your spouse's lifetime, you must make this choice at the start of your Liquid Lifetime. Your spouse will be referred to as the 'reversionary life insured'.

The amount of regular payments we promise to pay you will be lower if you include your spouse as part of the investment because we are likely to have to make payments for a longer period of time.

It is important to understand that once your Liquid Lifetime starts, you cannot change your nominated spouse. This is because your spouse's life expectancy is also used to determine the regular payments we promise to pay you. You can choose to remove your spouse from your Liquid Lifetime at any time; however if you do so, your regular payments do not change.

If you are using your super to invest, 'spouse' has a special meaning and is currently defined in law as a person with whom you are in a relationship that is legally registered as a marriage or under state or territory law as a civil union; or a de facto relationship (meaning that although you are not legally married, you live together on a genuine domestic basis as a couple). If at any time your spouse does not meet the definition defined in law, they will cease being a reversionary life insured, and upon your death your Liquid Lifetime will end.

Payments will stop if you withdraw your Liquid Lifetime.

The summary	The detail
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Can I withdraw if my circumstances change?

Yes. While you should only invest in Liquid Lifetime if you plan to keep it for life, it has a long withdrawal period based on your life expectancy where you can ask to be repaid a lump sum amount if your circumstances change.

For example, a 65-year-old female who invests can withdraw at any time during the first 22 years of investment (called the 'withdrawal period'). The withdrawal period that will apply to you is shown on your payment quote available from your adviser or by calling us (see back cover). A table of withdrawal periods by age and sex is also available in the Liquid Lifetime Additional Information Guide, available online (see back cover).

The maximum withdrawal value starts at 100% of the amount you invest and progressively reduces until it reaches zero at the end of the withdrawal period. The withdrawal value we pay you is impacted by the cost to us of breaking the investment, and movements in interest rates between the time you invested and when you choose to withdraw. That is why it is only possible to determine the withdrawal value at the time of withdrawal. If you withdraw, your regular payments stop.

We have examples of withdrawal values and how they are impacted by interest rate movements in the Liquid Lifetime Additional Information Guide available online (see back cover).

You cannot make partial withdrawals.

After the withdrawal period has ended, your Liquid Lifetime will no longer have a withdrawal value and you will continue to receive monthly income for the rest of your life (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime).

Before starting a Liquid Lifetime, you can ask us to remove the withdrawal period and the death benefit in return for higher starting payments – called the **Enhanced Income (Immediate payments) option**. If you choose this option, your Liquid Lifetime will never have a withdrawal value. The withdrawal period cannot be added back to your Liquid Lifetime once it has started.

Will my family receive anything back when I die?

If you (and your spouse if you have included them as part of your Liquid Lifetime) die within the withdrawal period, we will make a lump sum payment to the beneficiaries you nominate or your estate.

The amount payable upon death is guaranteed at the start of your Liquid Lifetime. For half of your withdrawal period (rounded down to a whole year), we will pay a death benefit equal to 100% of the amount invested. For the remainder of the withdrawal period, we will pay a death benefit equal to the maximum withdrawal amount. We do not pay anything if you die outside the withdrawal period. The applicable death benefit is only payable after the death of all persons included as part of the investment.

A death benefit illustration is shown on the payment quote available from your adviser or by calling us (see back cover).

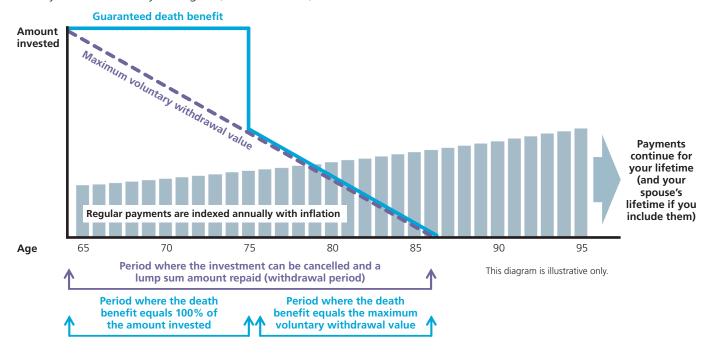
If you are using non-super money to invest, the death benefit we pay may be comprised of a repayment of capital as well as income, for tax purposes. Depending on how long you have been receiving regular payments, the income component could potentially form a significant part of the lump sum payable. The recipient of the payment is subject to tax on the income component.

If you are using super money to invest, the withdrawal value we pay will be tax-free if the death benefit is paid to a tax dependant. As with all super investments, if the death benefit is paid to a non-tax dependant, it may be subject to tax.

	The summary	The detail
Will my family receive anything back when I die? (continued)		Before starting a Liquid Lifetime, you can ask us to remove the death benefit and the withdrawal period in return for higher starting payments – called the Enhanced Income (Immediate payments) option . If you choose this option, your Liquid Lifetime will not have a death benefit. This means that when you (and your spouse if you have included them as part of your Liquid Lifetime) die, the regular payments stop and nothing is payable to your estate or nominated beneficiaries. The death benefit cannot be added back to your Liquid Lifetime once it has started.
Can I add more money to my investment?	No	You cannot add more money to your Annuity after it has started; however, you can commence a new additional Liquid Lifetime at any time.

Flexible Income (Immediate payments) illustration

This example is based on a 65-year-old female. For a personalised illustration, you can request a payment quote from your adviser or by calling us (see back cover).



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Flexible Income (Deferred payments) option

Snapshot

- You can only use your super to invest.
- You choose when monthly payments start.
- You receive higher starting payments than if you choose to start payments immediately.
- Once payments commence, they are payable for life (and your spouse's life if you choose).
- Deferred payments keep pace with inflation (CPI-indexed payments) even in the deferral period.
- Payments are guaranteed regardless of how investment markets perform.
- Monthly payments are tax-free once they commence.
- Up to 100% of your investment is repaid to your nominated beneficiaries or estate if you die within the withdrawal period.
- It has a withdrawal value for a period based on your life expectancy just in case your circumstances change and you no longer require lifetime income.

	The summary	The detail
, ,	Anyone aged 60*	The minimum investment is \$10,000.
	years and older using	 You must have unrestricted access to your super.
	their super to invest.	 You cannot buy Liquid Lifetime if you live in a residential aged care facility or if you have an Aged Care Assessment Team/Service (ACAT/ACAS) approval that specifies that you are eligible to move into a facility.
		• If you have a Self-Managed Super Fund (SMSF), you can invest via a rollover of the investment amount – Liquid Lifetime cannot be held as a direct investment of the SMSF.
payments a month after the	deferral period you	The deferral period you choose must be in whole years, and payments must start no later than the investment anniversary after you turn age 100 (or your spouse turns age 100 if they are older than you and you have included them as part of your Liquid Lifetime). You can only include your spouse as part of the investment if they are aged 65 or older.
		Once your payments commence, payments will be made monthly around the same day of the month for the rest of your life (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime). Payments will be paid by electronic transfer to your bank, building society or credit union account.
How much income will I receive?	We offer competitive payments based on how long you are likely to live, the payment deferral period you choose and current investment market conditions.	We guarantee the amount of your regular income (as adjusted by CPI indexation) at the start of your Liquid Lifetime and agree to pay the regular income after the deferral period you choose for your lifetime (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime).
		You can request a payment quote from your adviser or by calling us (see back cover). Quotes are generally valid for 14 days – so you have time to consider if Liquid Lifetime is a suitable investment for you.
		Your regular monthly income will be tax-free.

^{*} Generally, to have unrestricted access to your super between the ages of 60 and 65, you must have ceased work. There are some limited circumstances where you may be eligible to invest if you are under age 60, for example if you have been assessed as totally and permanently disabled by your super fund. For more information, refer to Additional Information Guide available online (see back cover).

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Will my regular payment amount change over time?

Deferred payments will be adjusted each year in line with movements in the Consumer Price Index (CPI) unless you ask us not to adjust them in return for higher starting payments.

After you invest, deferred payment amounts will change annually so that they keep pace with changes in the CPI, even if they are not yet payable to you. This helps protect the purchasing power of your future regular payments.

Deferred payments will be indexed after each anniversary of the start of your Liquid Lifetime (for example, the first deferred payment to be indexed will be the 13th deferred monthly payment). If the change in CPI is positive, your deferred payment amounts will increase, and if the change in CPI is negative, your deferred payments will reduce. How CPI is calculated can be found in section 8 of the enclosed Policy Document.

Before starting a Liquid Lifetime, you can ask us to only partially index your deferred payments annually with movements in the CPI (called 'partial CPI') or not to index your deferred payments annually with movements in the CPI (called 'no indexation').

If you choose partial CPI your deferred payments will change annually in line with any increase in the CPI that is greater than 2% (for example if the change in CPI is 3% your deferred payments will increase by 1%). If the change in CPI is negative your deferred payments will reduce. Choosing the partial CPI option will provide a higher starting payment than the CPI option, but a lower starting payment than the no indexation option. If you choose not to index your deferred payments annually with movements in the CPI, you will have a higher starting payment compared to the CPI and partial CPI options, but your deferred payment never changes.

By choosing either the partial CPI or no indexation options, over time the purchasing power of your payments is likely to reduce as a result of inflation. You cannot change your indexation choice after your Liquid Lifetime has started.

Examples of how changes in the CPI are applied to deferred payments are provided in the Liquid Lifetime Additional Information Guide, available online (see back cover).

How long will I receive payments for?

After the deferral period we guarantee payments for your lifetime, and if you choose, the lifetime of your spouse.

We guarantee the amount of deferred income (as adjusted by CPI indexation) at the start of your Liquid Lifetime and agree, after the deferral period, to pay the regular income monthly for your lifetime regardless of how our investments perform.

If you would like deferred payments to also be made for your spouse's lifetime, you must make this choice at the start of your Liquid Lifetime. Your spouse will be referred to as the 'reversionary life insured'.

The amount of deferred regular payments we promise to pay you will be lower if you include your spouse as part of the investment because we are likely to have to make payments for a longer period of time.

It is important to understand that once your Liquid Lifetime starts, you cannot change your nominated spouse. This is because your spouse's life expectancy is also used to determine the regular payments we promise to pay you. You can choose to remove your spouse from your Liquid Lifetime at any time; however, if you do so, your regular payments do not change.

'Spouse' has a special meaning and is currently defined in law as a person with whom you are in a relationship that is legally registered as a marriage or under state or territory law as a civil union; or a de facto relationship (meaning that although you are not legally married, you live together on a genuine domestic basis as a couple). If at any time your spouse does not meet the definition defined in law, they will cease being a reversionary life insured, and upon your death your Liquid Lifetime will end.

Payments will stop if you withdraw your Liquid Lifetime.

The summary

The detail

Can I withdraw if my circumstances change?

Yes. While you should only invest in Liquid Lifetime if you plan to keep it for life, it has a long withdrawal period based on your life expectancy where you can ask to be repaid a lump sum amount if your circumstances change.

For example, a 65-year-old female who invests can withdraw at any time during the first 22 years of investment (called the 'withdrawal period'). The withdrawal period that will apply to you is shown on your payment quote available from your adviser or by calling us (see back cover). A table of withdrawal periods by age and sex is also available in the Liquid Lifetime Additional Information Guide, available online (see back cover).

The maximum withdrawal value starts at 100% of the amount you invest and progressively reduces until it reaches zero at the end of the withdrawal period. The withdrawal value we pay you is impacted by the cost to us of breaking the investment, and movements in interest rates between the time you invested and when you choose to withdraw. That is why it is only possible to determine the withdrawal value at the time of withdrawal. If you withdraw, your regular payments stop (or future payments will not be paid if you withdraw while in the deferral period).

We have examples of withdrawal values and how they are impacted by interest rate movements in the Liquid Lifetime Additional Information Guide, available online (see back cover).

You cannot make partial withdrawals.

After the withdrawal period has ended, your Liquid Lifetime will no longer have a withdrawal value and you will continue to receive (or continue to be eligible to receive if you are still within your chosen deferral period) monthly income for the rest of your life (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime).

Before starting a Liquid Lifetime, you can ask us to remove the withdrawal period and the death benefit in return for higher starting payments – called the **Enhanced Income (Deferred payments) option**. If you choose this option, your Liquid Lifetime will never have a withdrawal value. The withdrawal period cannot be added back to your Liquid Lifetime once it has started.

Will my family receive anything back when I die? If you (and your spouse if you have included them as part of your Liquid Lifetime) die within the withdrawal period, we will make a lump sum payment to the beneficiaries you nominate or your estate.

The amount payable upon death is guaranteed at the start of your Liquid Lifetime. For half of your withdrawal period (rounded down to a whole year), we will pay a death benefit equal to 100% of the amount invested. For the remainder of the withdrawal period, we will pay a death benefit equal to the maximum withdrawal amount. We do not pay anything if you die outside the withdrawal period. The applicable death benefit is only payable after the death of all persons included as part of the investment.

A death benefit illustration is shown on the payment quote available from your adviser or by calling us (see back cover).

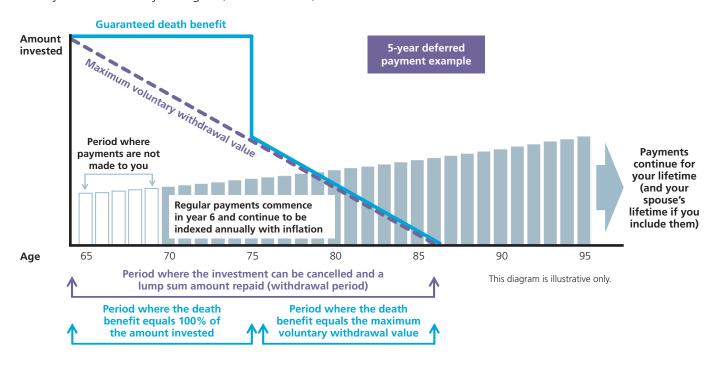
The death benefit we pay will be tax-free if it is paid to a tax dependant. As with all super investments, if the death benefit is paid to a non-tax dependant, it may be subject to tax.

Before starting a Liquid Lifetime, you can ask us to remove the death benefit and the withdrawal period in return for higher deferred payments – called the **Enhanced Income (Deferred payments) option**. If you choose this option, your Liquid Lifetime will not have a death benefit. This means that when you (and your spouse if you have included them as part of your Liquid Lifetime) die, your investment ends (even if payments have not yet commenced) and nothing is payable to your estate or nominated beneficiaries. The death benefit cannot be added back to your Liquid Lifetime once it has started.

	The summary	The detail
Can I add more money to my investment?	No	You cannot add more money to your Annuity after it has started; however, you can commence a new, additional Liquid Lifetime at any time.

Flexible Income (Deferred payments) illustration

This example is based on a 65-year-old female. For a personalised illustration, you can request a payment quote from your adviser or by calling us (see back cover).



Regular Income (15-year Withdrawal Guarantee) option

Snapshot

- You can use your super or personal savings to invest.
- Monthly payments for life (and your spouse's life if you choose).
- Payments start a month after investment.
- Payments keep pace with inflation (CPI-indexed payments).
- Payments are guaranteed regardless of how investment markets perform.
- Monthly payments are tax-free if you use your super to invest.
- It has a guaranteed death benefit payable to your nominated beneficiaries or estate if you die in the first 15 years.
- It allows you to cancel at the end of year 15 and receive a guaranteed withdrawal value (which you choose at commencement), just in case your circumstances change, and you no longer require lifetime income.

	The summary	The detail
Who can	Anyone aged 18	The minimum investment is \$10,000.
invest?	years and older (aged 60 years and older if you are	 If you are using your super to invest, you must be aged 60 or over and have unrestricted access to your super*.
	using your super to invest).	 You cannot buy Liquid Lifetime if you live in a residential aged care facility or if you have an Aged Care Assessment Team/Service (ACAT/ACAS) approval that specifies that you are eligible to move into a facility.
		 If you have a Self-Managed Super Fund (SMSF), you can invest via a rollover of the investment amount – Liquid Lifetime cannot be held as a direct investment of the SMSF.
When do payments start?	The first payment is made a month after your Liquid Lifetime starts.	Payments will be made monthly around the same day of the month for the rest of your life (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime). Payments will be paid by electronic transfer to your bank, building society or credit union account.
income will I receive?		We guarantee the amount of your regular income (as adjusted by CPI indexation) at the start of your Liquid Lifetime and agree to pay the regular income monthly for your lifetime (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime).
		You can request a payment quote from your adviser or by calling us (see back cover). Quotes are generally valid for 14 days – so you have time to consider if Liquid Lifetime is a suitable investment for you.
	investment market	If you are using your super to invest, the regular income you receive in the first year must meet the Government's minimum payment rules. The payment quotes we provide you always ensure these payment rules are met; however, to meet the rules all withdrawal guarantee options may not be available to you.
		If you are using your super to invest, your regular monthly income will be tax-free. If you are using non-super money to invest, only a portion of your regular monthly income will be treated as assessable income for tax (see page 23 for more information).

^{*} Generally, to have unrestricted access to your super between the ages of 60 and 65, you must have ceased work. There are some limited circumstances where you may be eligible to invest with super money if you are under age 60, for example if you have been assessed as totally and permanently disabled by your super fund. For more information, see the Additional Information Guide available online (see back cover).

The summary Payments will h

The detail

Will my regular payment amount change over time?

Payments will be adjusted each year in line with movements in the Consumer Price Index (CPI) unless you ask us not to adjust them in return for higher starting payments.

After you invest, regular payments will change annually so that they keep pace with changes in the CPI. This helps protect the purchasing power of your regular payments.

Payments will be indexed after each anniversary of the start of your Liquid Lifetime (for example, the first payment to be indexed will be the 13th monthly payment). If the change in CPI is positive, your regular payments will increase, and if the change in CPI is negative your payments will reduce. How CPI is calculated can be found in section 8 of the enclosed Policy Document.

Before starting a Liquid Lifetime, you can ask us to only partially index your payments annually with movements in the CPI (called 'partial CPI') or not to index your payments annually with movements in the CPI (called 'no indexation').

If you choose partial CPI your regular payments will change annually in line with any increase in the CPI that is greater than 2% (for example if the change in CPI is 3% your payments will increase by 1%). If the change in CPI is negative your payments will reduce. Choosing the partial CPI option will provide a higher starting payment than the CPI option, but a lower starting payment than the no indexation option. If you choose not to index your payments annually with movements in the CPI, you will have a higher starting payment compared to the CPI and partial CPI options, but your regular payment never changes.

By choosing either the partial CPI or no indexation options you will have greater purchasing power now; however, over time the purchasing power of your regular payments is likely to reduce as a result of inflation. You cannot change your indexation choice after your Liquid Lifetime has started.

Examples of how changes in the CPI are applied to regular payments are provided in the Liquid Lifetime Additional Information Guide, available online (see back cover).

How long will I receive payments for?

We guarantee payments for your lifetime, and if you choose, the lifetime of your spouse.

We guarantee the amount of regular income (as adjusted by CPI indexation) at the start of your Liquid Lifetime and agree to pay the regular income monthly for your lifetime regardless of how our investments perform.

If you would like payments to also be made for your spouse's lifetime, you must make this choice at the start of your Liquid Lifetime. Your spouse will be referred to as the 'reversionary life insured'.

The amount of regular payments we promise to pay you will be lower if you include your spouse as part of the investment because we are likely to have to make payments for a longer period of time.

It is important to understand that once your Liquid Lifetime starts, you cannot change your nominated spouse. This is because your spouse's life expectancy is also used to determine the regular payments we promise to pay you. You can choose to remove your spouse from your Liquid Lifetime at any time; however, if you do so, your regular payments do not change.

If you are using your super to invest, 'spouse' has a special meaning and is currently defined in law as a person with whom you are in a relationship that is legally registered as a marriage or under state or territory law as a civil union; or a de facto relationship (meaning that although you are not legally married, you live together on a genuine domestic basis as a couple). If at any time your spouse does not meet the definition defined in law, they will cease being a reversionary life insured, and upon your death your Liquid Lifetime will end.

Payments will stop if you withdraw your Liquid Lifetime.

The summary

nary The detail

Can I withdraw if my circumstances change?

Yes. While you should only invest in Liquid Lifetime if you plan to keep it for life, it has a 15-year withdrawal period where you can ask to be repaid a lump sum amount if your circumstances change (with an agreed withdrawal value at the end of vear 15).

You choose the agreed end-of-year 15 withdrawal value when you start your Liquid Lifetime (this is called the 'withdrawal guarantee').

The maximum end-of-year 15 withdrawal value that you can choose is determined by your age when you start your liquid lifetime:

If you are:	Your withdrawal guarantee options*
Less than age 75	Between 50% and 100%
Between ages 75 and 79	Between 10% and 70%
Age 80 and older	Between 10% and 20%

^{*} As a % of the amount you invest.

For example, if you invest \$100,000 and choose a withdrawal guarantee of 70%, then your agreed end-of-year 15 withdrawal value will be \$70,000. Once your Liquid Lifetime starts, you cannot change your withdrawal guarantee.

If you choose to have a 100% withdrawal guarantee, then the maximum withdrawal value is 100% of the amount you invested. If you choose a withdrawal guarantee less than 100%, then the maximum withdrawal value before the end of year 15 starts at 100% of the amount you invest and progressively reduces until it reaches the withdrawal guarantee you selected at the end of year 15. The withdrawal value we pay you is impacted by the cost to us of breaking the investment, and movements in interest rates between the time you invested and when you choose to withdraw. That is why it is only possible to determine the withdrawal value at the time of withdrawal. If you withdraw, your regular payments stop.

We have examples of withdrawal values and how they are impacted by interest rate movements in the Liquid Lifetime Additional Information Guide, available online (see back cover).

If you are using non-super money to invest, the withdrawal value we pay will be comprised of a repayment of capital as well as income, for tax purposes. Depending on how long you have been receiving regular payments, the income component could potentially form a significant part of the lump sum payable. The recipient of the payment is subject to tax on the income component. If you are using super money to invest, the withdrawal value we pay will be tax-free.

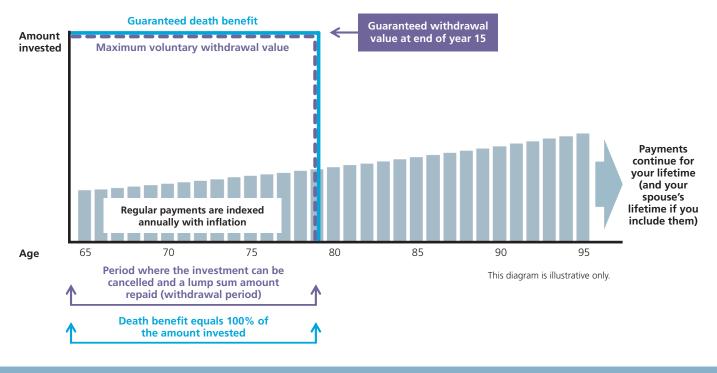
You cannot make partial withdrawals.

After the 15-year withdrawal period has ended, your Liquid Lifetime will no longer have a withdrawal value and you will continue to receive monthly income for the rest of your life (and the rest of your spouse's life if you have included them as part of your Liquid Lifetime).

	The summary	The detail
Will my family receive anything back when I die?		The amount payable upon death within the first 15 years is guaranteed at the start of your Liquid Lifetime. If you choose to have a 100% withdrawal guarantee, then the death benefit equals 100% of the amount you invested. If you choose a withdrawal guarantee less than 100%, then the amount payable upon death starts at 100% of the amount you invested and progressively reduces until it reaches the withdrawal guarantee you selected at the end of year 15. We do not pay anything if you die after the end of year 15. The applicable death benefit is only payable after the death of all persons included as part of the investment.
		A death benefit illustration is shown on the payment quote available from your adviser or by calling us (see back cover).
you nominate or your estate.	If you are using non-super money to invest, the death benefit we pay will comprise of a repayment of capital as well as income, for tax purposes. Depending on how long you have been receiving regular payments, the income component could potentially form a significant part of the lump sum payable. The recipient of the payment is subject to tax on the income component.	
		If you are using super money to invest, the withdrawal value we pay will be tax-free if the death benefit is paid to a tax dependant. As with all super investments, if the death benefit is paid to a non-tax dependant, it may be subject to tax.
		There is no death benefit after the end of year 15.
Can I add more money to my investment at any time?	No	You cannot add more money to your Annuity after it has started; however, you can commence a new additional Liquid Lifetime at any time.

Regular Income (15-year Withdrawal Guarantee) illustration

This example is based on a 65-year-old female with a 100% withdrawal guarantee. For a personalised illustration, you can request a payment quote from your adviser or by calling us (see back cover).



What are the risks of investing?

All investments carry some risk. Listed below are the key risks that you should take into account when deciding whether Liquid Lifetime is right for you.

Withdrawal risk

This is the risk that if you voluntarily withdraw during the withdrawal period or die, you may receive back less money than you invested. The withdrawal value of your Liquid Lifetime will vary over time because it depends on changing factors, including how long you have held your Liquid Lifetime and prevailing market rates at that time. If you choose the Enhanced Income option, or your Liquid Lifetime has reached the end of its withdrawal period, you cannot withdraw (and no lump sum is payable on death).

Deferral risk

If you choose the Flexible Income (Deferred payments) option and you die after the withdrawal period, but before payments commence, you will not receive any payments from the Annuity and no lump sum is payable.

If you choose the Enhanced Income (Deferred payments) option and you die before payments commence, you will not receive any payments from the Annuity and no lump sum is payable.

Regulatory risk

Government policies and laws may change in the future, which may impact your personal circumstances.

In such circumstances, we may be required to change the terms and conditions of your Liquid Lifetime if changes to tax or other law impact your investment, or if necessary to comply with any law, ruling or determination of any relevant government authority.

We will generally notify you in advance of any material change to your policy before it occurs, and in any event as soon as practicable after the change. Where a change is not materially adverse to you, we will give you notice of the change no later than 12 months after the change has occurred.

Counterparty risk

This is the risk that we become unable to meet our commitments to you. However, we are subject to detailed legislative and regulatory requirements designed to ensure that this does not occur.

Challenger is regulated under the Life Act and the prudential standards made under it, which prescribe minimum capital and solvency requirements, for Challenger as well as for the annuity business it writes. The Australian Prudential Regulation Authority (APRA) actively supervises Challenger's compliance with these requirements, which are designed to ensure that we are able to meet our obligations to investors. For example, Challenger is required to hold enough capital to withstand a one in 200-year investment market shock event. APRA can require us at any time to change how we invest or tell us to invest more capital into the fund.

Even so, unforeseen and extreme circumstances that might impact our ability to make payments to you can never be completely ruled out.

Inflation risk

All Liquid Lifetime annuities have payments that are adjusted each year in line with movements in the Consumer Price Index (CPI). If the change in CPI is positive, your regular payments will increase, and if the change in CPI is negative, your payments will be reduced. You can, however, ask us to remove the CPI protection in return for higher starting payments. If you choose to remove the CPI protection, the real value (that is, the purchasing power) of your regular payments will reduce over time as a result of inflation.

Fees and other costs

There are no fees or charges payable to us, although you can agree for us to pay fees on your behalf for financial advice and other services.

We may provide benefits to financial services intermediaries where the law permits us to do so. If we do, we will do so using our own money. We maintain a register of these benefits in accordance with relevant regulatory requirements. If you would like to review this register, please contact us.

No fees – how do we make money?

We simply invest the money you give us. We take the costs of providing Liquid Lifetime (including payments to a third party administrator if applicable) into account when setting the amount of your regular payments, and we also make various assumptions about your longevity and potential investment returns. If we achieve investment returns that are above the amount required to cover the promises made to our annuity investors, we keep the excess amount. This is how Challenger makes a profit. If we do not achieve investment returns that are sufficient to cover all promises made to our annuity investors, we cover the shortfall from our own money.

Adviser service fees

We only pay fees to a financial adviser where you ask us to. **You do not have to authorise or consent to the payment of these fees.** We can only pay fees to your financial adviser where they are authorised to receive fees by their licensee.

You can authorise us to pay fees for services provided to you by your financial adviser and, in the case of the upfront adviser service fee, for facilitating the issue of Liquid Lifetime on behalf of Challenger. Where you authorise that, we will pay those fees to the Australian financial services licensee (AFSL) responsible for supervising your financial adviser (or your financial adviser directly if they are the licensee).

You can instruct us to pay fees (if any) as outlined in the table below. Alternatively, you can choose to pay your adviser directly.

Upfront adviser service fee

You can ask us to pay your financial adviser a one-off fixed-dollar fee.

If you agree to pay an upfront adviser service fee, the amount of your regular payments will be less than if you did not agree to pay a fee.

The maximum fee you can ask us to pay your financial adviser is \$1,100 (including GST) per \$50,000 invested.

If you withdraw your Liquid Lifetime, or your Liquid Lifetime is withdrawn due to death, we may require that all or part of the upfront adviser service fee be repaid to us (by your financial adviser). This is because the upfront adviser service fee is calculated on the basis that the Annuity is held for a minimum period.

Any fee that you ask us to pay will also be shown on the investment confirmation you receive after investing with us.

Ongoing adviser service fee

You can ask us to pay your financial adviser a fixed dollar ongoing fee.

For example, if you agree to pay an annual ongoing adviser service fee of \$300 (including GST), and you receive after-tax monthly regular payments of \$1,000, we will deduct \$25 (\$300/12 monthly payments). We will pay an adviser service fee of \$25 each month and pay you \$975.

The ongoing adviser service fee can be cancelled or varied by you at any time by telling us or your financial adviser.

Any fee that you ask us to pay will be shown on your investment confirmation and on the annual statement we send you each year.

Other important information

How we invest

Challenger will invest the assets of the statutory fund, subject to investment restrictions in the Life Act. Generally, the fund will be invested in cash, shares, government and corporate bonds, convertible notes, debt instruments, geared and ungeared property investments, infrastructure investments and other assets. The investment objectives for the fund include to achieve consistent returns on investment and to match the cash flow in from investment returns with cash flow out to investors so that all present and future guaranteed payments can be made to all investors.

The name of Challenger's statutory fund that your money will go to when you buy Liquid Lifetime is Challenger's Statutory Fund No. 2. All references to guarantees refer to payments Challenger promises to pay under the Policy Document.

Labour standards and environmental, social and ethical considerations

Challenger takes account of labour standards and environmental, social and ethical considerations in selecting, retaining and realising an investment through its adherence with Challenger Limited policies related to responsible investment.

Challenger Limited is a signatory to the Principles of Responsible Investment (PRI) and aims to be a responsible investor by considering environmental, social and governance (ESG) factors when investing the assets of the statutory fund. In signing up to PRI, Challenger Limited has committed to extending ESG integration activities across its investments, as we recognise that such factors are important factors impacting investment performance over the longer term. While Challenger takes into account ESG considerations when investing the assets of the statutory fund, we do not adhere to any particular set of standards and have no predetermined view as to what constitutes such considerations, or the extent to which they will be taken into account in our investment management practices.

Further details of Challenger Limited's approach to responsible investment are set out in the Responsible Investment Policy available at challenger.com.au.

Social security

Centrelink and Department of Veterans' Affairs entitlements are determined by two means tests – an Assets Test and an Income Test. For information on the means test treatment of Liquid Lifetime, refer to the

Liquid Lifetime Additional Information Guide, available online (see back cover) or go to the Department of Human Services website at humanservices.gov.au.

Your Liquid Lifetime and family law

If you buy your Liquid Lifetime with money rolled over within the superannuation system, family law provisions may affect your Liquid Lifetime if you separate from your spouse. Your investment in Liquid Lifetime may be split between you and your ex-spouse.

Under relevant family laws, your spouse can request that we provide them with information about your Liquid Lifetime. We are prohibited by law from telling you that your spouse has made such a request. We will not provide your spouse with your address or contact details. There may be a fee in respect of requests for information from your spouse; however, this is payable by your spouse and is not payable by you. You and your ex-spouse can agree to instruct us (or a court can order us) to split your regular payments (and any lump sum payment). The split does not have to be in equal shares.

Information for Non-Australian residents

If you do not live in Australia, you can invest into Liquid Lifetime provided you receive information about the Annuity and sign the application form in Australia.

As a result of an increased international focus on account holder data exchange, a number of countries have legislated that financial institutions (which includes us) identify and report certain information about the financial accounts of investors. The regimes include the United States Foreign Account Tax Compliance Act (FATCA), and the Organisation for Economic Co-operation and Development (OECD) Common Reporting Standard (CRS).

To comply with our obligations under various reporting legislation, we will provide to the Australian Taxation Office (ATO) such data as required in respect of your investment with us. This will be required if you are a US citizen or a foreign tax resident of any jurisdiction outside of Australia.

If at any time you are required to provide tax residency information to us and have chosen not to provide it, we will be required to make a report to the ATO. If we attempted to confirm your tax status with you but have been unable to do so, we may still be required to notify the ATO.

Tax in general

The tax information contained in this PDS only applies to individual Australian tax resident investors (who are either an Australian citizen or a permanent visa holder) and sets out our understanding of current tax legislation as at the date of this document. If you are a non-resident investor or a temporary visa holder, you should seek your own tax advice. The legislation and its interpretation could change in the future. We recommend that you seek the advice of a tax adviser before investing. For additional general tax information, refer to the Liquid Lifetime Additional Information Guide available online (see back cover).

Providing your Tax File Number to us

By completing a Tax File Number (TFN) Declaration, the Pay As You Go (PAYG) tax deducted from your regular payments may be reduced. The TFN Declaration also allows you to apply for a tax-free threshold. You should consult your financial adviser or tax adviser to ascertain whether you are eligible to claim the tax-free threshold.

It is not an offence not to quote your TFN, but if you choose not to quote it, it may be necessary to deduct tax at the highest marginal rate (plus applicable Government levies). Your TFN will be used for legal purposes only, including providing information to the Australian Taxation Office (ATO) so that your tax can be properly assessed. The collection of TFNs is authorised by taxation and privacy laws.

If you are aged 60 or over and buy Liquid Lifetime with money rolled over within the superannuation system, you only need to provide your TFN if you are rolling over benefits from an untaxed source.

Excess transfer balance

If you are using your super to invest, there is a limit on how much super can be transferred to an income stream in retirement phase, known as the 'transfer balance cap'. The transfer balance cap is \$1.6m as at the date of this PDS. The capital investment amount of your Liquid Lifetime will be reported to the ATO and will count towards your transfer balance cap.

If the investment amount of all your income streams exceeds the transfer balance cap, you may be able to roll the excess back to an accumulation super account or commute the excess as a lump sum. You may also be liable for excess transfer balance tax. We recommend you speak to your financial adviser or tax adviser regarding your individual circumstances.

If we receive a commutation authority from the ATO in respect of an amount in excess of the transfer balance cap, the amount must be withdrawn from Liquid Lifetime within 60 days of when the commutation authority was issued. Amounts withdrawn from the Annuity under these circumstances will be treated as a voluntary withdrawal. If we are unable to contact you within the 60-day period to consult on rollover or payment instructions, we will pay the amount into your nominated bank account.

For further information on the transfer balance cap, please refer to the ATO website (ato.gov.au) or speak to your financial adviser or tax adviser regarding your individual circumstances.

Tax payable on:	If you are investing super money	If you are investing non-super money
Regular payments	Tax-free	Part of your regular payments may be included in your assessable income and subject to PAYG tax.
Voluntary withdrawal	Tax-free	The withdrawal value or death benefit we pay may be comprised of a repayment of capital as well as income, for tax purposes. Depending on how long you have been receiving regular payments, the income component could potentially form a significant part of the lump sum payable. The recipient of the payment is subject to PAYG tax on the income component.
Death benefit	If the death benefit is paid to a tax dependant, it is tax-free. As with all super investments, if the death benefit is paid to a non-tax dependant, it may be subject to tax.	

Privacy and personal information

This section of the PDS explains how we collect, use and disclose your personal information, with further detail available in our privacy policy (available at challenger.com.au).

We collect, use and exchange your personal information to process your application; provide and administer your Annuity and send you information; improve and personalise our products and services; inform you about other products and services that may be useful to you; conduct product and market research; comply with our obligations under the law, including in respect of anti-money laundering, financial services, taxation, life insurance and, for an annuity purchased with super money, superannuation laws.

We collect personal information from you and, if relevant, from your financial adviser or administrator. We may take steps to verify the information collected. Where you provide us with personal information about someone else (for example, your reversionary beneficiary, power of attorney or related persons, including the beneficial owners connected with your investment), you must have their consent to provide their personal information to us and have shown them this 'Privacy and personal information' section of the PDS.

If you choose not to provide some of your personal information to us, the following may apply (depending on the type of information):

- TFN: We may have to deduct tax at the highest marginal rate (plus applicable Government levies) from regular payments made to you.
- Bank account details: We may not be able to pay withdrawal proceeds or regular payments to you.
- Tax residency information: We may not be able to process your request, and we may be required to notify the ATO if incomplete information is provided.
- Incomplete application: We may not be able to process your application.
- Insufficient identity verification documents/records or other information we have requested from you (for example, in relation to your source of wealth): We may not be able to process your application or make payments to you.

Disclosing your information

We disclose your information to your financial adviser. In addition, we may disclose information we hold about you if you consent to the disclosure; if the disclosure is required or authorised by law; to organisations acting on our behalf (for example, sending your statements or providing administration services); to professional service firms that provide services to us such as legal and audit services, or data or information services; to reinsurers; to related companies; to electronic identity verification service providers, in order for identity information (about you or related persons connected with your investment) to be verified against relevant government and other databases, for the purpose of complying with anti-money laundering laws; to organisations with which we have an association and you are a member (such as National Seniors Australia); or otherwise in accordance with our Privacy Policy.

Overseas disclosure

Challenger does not currently disclose personal information to recipients in foreign countries.

However, in some cases, personal information may be used (or accessed) by third-party service providers located overseas to perform certain administrative functions in relation to your Annuity. Challenger has reviewed these arrangements to ensure appropriate security protections are in place to protect and control the personal information of its annuitants. If you would like further information, please contact us (see back cover).

Direct marketing and opting out

From time to time, we or our related companies may contact you to tell you about other products and services that might be useful to you, including financial, superannuation, investment, insurance and funds management products and services. Please contact us (see back cover) if you do not want to receive any of this kind of marketing material.

Accessing or updating your information

You can request access to the information we hold about you (and any reversionary) or update personal information by contacting us (see back cover). If you believe your personal information has been misused and would like to make a complaint, please see the 'Complaints' section. Our Privacy Policy also contains this information, as well as further details about our handling of personal information. You can obtain a copy of our Privacy Policy at www.challenger.com.au or by contacting us.

Some requests may require additional verification or supporting documentation prior to processing.

Communications

You agree that the Issuer may give you any notice, document or other information required to be given to you under law (or the agreement with you) in one of the following ways (where permitted by law):

- by sending it to an email address you have provided for you or your adviser;
- by sending you or your adviser an email or other electronic communication providing a website reference or hypertext link to the notice, document or information;
- by making the notice, document or information available on our website or such other website as notified to you or your adviser from time to time.

Information you will receive after investing

After you invest, you will be sent an Investor Certificate, which together with your Policy Document set out the relevant terms and conditions. We will also send you a Centrelink schedule for social security purposes. You should read these documents carefully and contact your financial adviser if you have any questions.

Please keep your Policy Document and Investor Certificate in a secure place, as they are important documents. A charge may apply if you misplace these documents, as we may advertise for missing policies, and the Life Act allows us to recover some of these expenses from you.

Whilst we take all care in producing your Investor Certificate and other investment documentation, we reserve the right to correct the documentation if we make an administrative error.

Each year, you will receive an annual statement with details of your Liquid Lifetime, including payments made over the period and other relevant information. If you are an individual and did not roll over money within the superannuation system to buy the Annuity, you will also be sent a PAYG payment summary and tax information to assist you in completing your annual tax return.

Prior to the end of the withdrawal period and every six months thereafter, we will send you (and any reversionary) a form to complete as evidence of survival. Where you have chosen the Enhanced income option, you will be sent the form to complete every six months after the commencement of the Annuity. The form must be returned to us within 30 days of being sent. If evidence of survival is not provided to us, we reserve the right to discontinue any regular payments and/or cancel the Annuity.

If you choose the regular income option, we will communicate to you that the withdrawal period is ending.

Keeping us informed

It is important that we have the correct details for you and any reversionary so that we can communicate with you and provide you with important information. To update your contact details speak to your financial adviser or contact us (see back cover).

Complaints

As part of our commitment to providing quality service to our clients, we endeavour to resolve all complaints quickly and fairly. Our policy is to acknowledge any complaint within five business days of receiving it and investigate, properly consider and decide what action (if any) to take and to communicate our decision to you within 45 days (or 30 days in relation to privacy).

If you have a particular complaint regarding your Annuity, please do not hesitate to contact us by calling our Investor Services team on 13 35 66 or by writing to:

Complaints Resolution Officer Challenger Life Company Limited GPO Box 3698 Sydney NSW 2001

If you're not satisfied with how the complaint has been handled (or if we have not responded within 45 days), you may contact the following external dispute resolution scheme:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

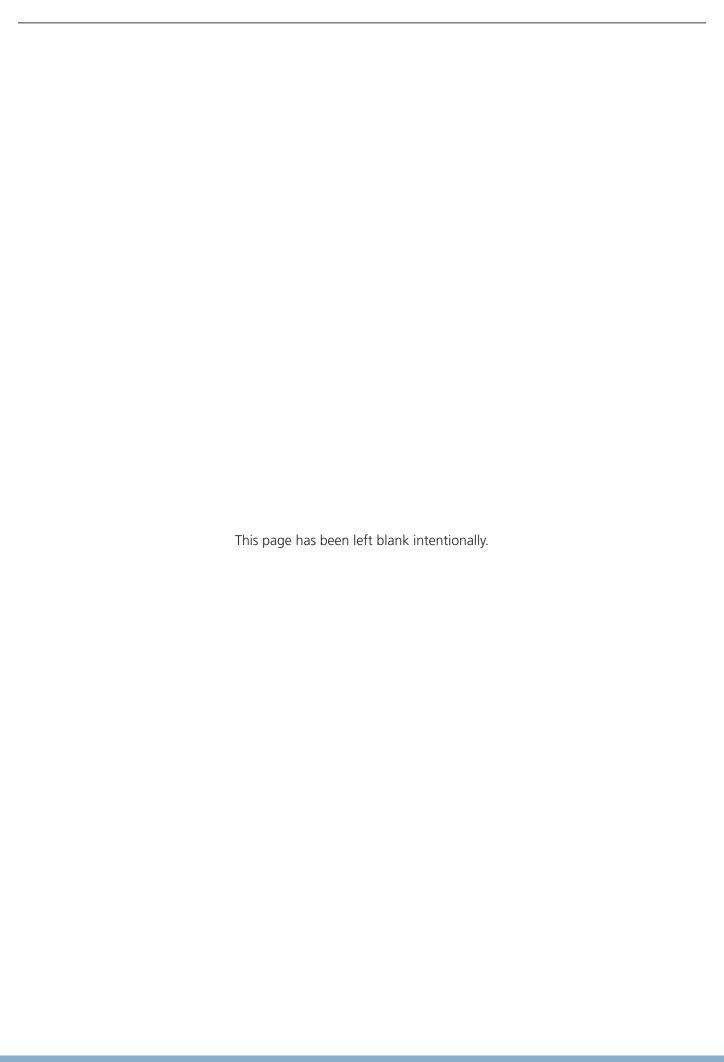
Tel: 1800 931 678 Email: info@afca.org.au

Cooling-off rights

By law, you have a cooling-off right. This means you can change your mind after investing and ask for your money to be repaid (less any tax we are required to deduct from the amount invested).

To be valid, your request must be made in writing and must be received by us within 14 days from the end of the fifth business day after the day you invested. Requests should be sent to the address shown on the back cover of this PDS.

If you invested with money rolled over within the superannuation system, your money will be returned to the rollover institution from which the money was received. If you invested with non-super money, your money will be paid back to the bank account you provided at the time of investment.



Policy Document **Guaranteed Annuity (Liquid Lifetime)**

Your policy consists of two parts: this Policy Document and the Investor Certificate you receive when you invest. You should read these documents carefully and keep them in a safe place.

In this Policy Document, references to 'you' and 'your' are references to the policy owner.

Your policy is a legal contract between you and Challenger Life Company Limited (ABN 44 072 486 938) (Challenger Life) (also referred to as 'we', 'our' and 'us'). This Policy Document is deemed to be issued to you only after your valid application form is accepted by Challenger Life and the money used to buy the policy has cleared. While we take all care in producing your Investor Certificate and other investment documentation, we reserve the right to correct the documentation if we make an administrative error.

Your policy is administered as part of the Challenger Life Statutory Fund No. 2 and does not share in any surplus generated by the fund.

For the purpose of this Policy Document, the policy owner is the life insured.

If the policy owner elects for payments to continue to a nominated person when the life insured dies, the nominated person is referred to as a 'reversionary life insured'. Where the life insured has died and the reversionary life insured is receiving regular payments in accordance with the terms of the policy, the reversionary life insured will be the life insured.

For a policy purchased with money rolled over within the superannuation system, to be an eligible reversionary life insured, the person must meet the legal definition of 'spouse' for superannuation and tax purposes.

For a policy purchased with money rolled over within the superannuation system and the Flexible Income (Deferred payments) or Enhanced Income (Deferred payments) option is selected, to be an eligible reversionary life insured, the person must be aged 65 or older and meet the legal definition of 'spouse' for superannuation and tax purposes.

1. Commencement date

The commencement date of your policy will be the date that your application is accepted by Challenger Life. The first regular payment will be made a month after:

- the end of the deferral period if you have selected the Flexible Income (Deferred payments) option or Enhanced Income (Deferred payments) option; or
- the commencement date if you have selected the Flexible Income (Immediate payments) option, Enhanced Income (Immediate payments) option or Regular Income (15-year Withdrawal Guarantee) option.

2. Term

A policy purchased by an individual without a reversionary life insured provides regular payments for the duration of the life insured's life, no matter how long they live. Regular payments will stop when the life insured dies.

A policy purchased by an individual who elects a reversionary life insured provides regular payments for the duration of the life insured's life and then the lifetime of the reversionary life insured so that regular payments will continue to be made as long as one or both remain alive. Regular payments will stop if the life insured and the reversionary life insured both die.

3. Regular payments

The purchase price paid by the policy owner purchases the regular payments described in your Investor Certificate. The payments will be made monthly until the end of the term of the policy.

The payments will be paid by electronic transfer to the policy owner's bank, building society or credit union account.

Regular payments will continue to be made until the end of the term, as long as at least one life insured is alive.

4. Regular Income (15-year Withdrawal Guarantee)

If the option shown on your Investor Certificate is Regular Income, the following terms apply to your policy:

4.1 Voluntary withdrawal

The policy has a withdrawal period of 15 years from the commencement date. Within this withdrawal period, the policy has a withdrawal value. The policy has no withdrawal value after the withdrawal period.

The Annuity has a withdrawal guarantee, which is the guaranteed percentage of your initial capital investment you can receive on the 15th anniversary of your Annuity if you want to withdraw. The maximum percentage payable is determined by the age of the life insured and, if applicable, the age of the reversionary life insured (if older than the life insured) at commencement date.

The withdrawal guarantee percentage that applies to your policy is shown in your Investor Certificate.

The calculation of the withdrawal value is dependent on movements in interest rates between the time of commencement of your policy and the time of withdrawal, and may be less than the maximum withdrawal value. The withdrawal value cannot exceed the maximum withdrawal value, except when exercising a cooling-off right.

If you have a withdrawal guarantee that equals 100%, the maximum withdrawal value of your policy equals 100% of the investment amount at commencement of your Annuity. If you have a withdrawal guarantee that is less than 100%, the maximum withdrawal value of your policy equals 100% of your investment amount at commencement of your Annuity, and progressively reduces in a linear manner over the withdrawal period until it reaches the withdrawal guarantee percentage shown in your Investor Certificate at the 15th anniversary of your Annuity. If we are required to make a partial withdrawal under section 11 of this Policy Document, or we are otherwise required/permitted to make a partial withdrawal, regular payments and the maximum withdrawal value will be reduced.

4.2 Payment on death

Where there is no reversionary life insured, or where the reversionary life insured has predeceased you or ceased to be eligible, upon death within the withdrawal period, we will pay a death benefit to your nominated beneficiary (or beneficiaries). Where a valid nomination has not been made, we will pay a death benefit to your estate. The death benefit equals the maximum withdrawal value described in section 4.1 of this Policy Document.

5. Flexible Income (Immediate payments) and Flexible Income (Deferred payments) options

If the option shown on your Investor Certificate is Flexible Income, the following terms apply to your policy:

5.1 Voluntary withdrawal

The policy has a withdrawal period stated on your Investor Certificate. Within this withdrawal period, the policy has a withdrawal value. The policy has no withdrawal value after the withdrawal period.

The calculation of the withdrawal value is determined by us and is dependent on movements in interest rates between the time of commencement of your policy and the time of withdrawal, and may be less than the maximum withdrawal value. The withdrawal value cannot exceed the maximum withdrawal value, except when exercising a cooling-off right.

The maximum withdrawal value equals 100% of your investment amount at the commencement of your Annuity, and reduces daily in a linear manner over the withdrawal period until it reaches zero at the end of the withdrawal period. If we are required to make a partial withdrawal under section 11 of this Policy Document, or we are otherwise required/permitted to make a partial withdrawal, regular payments and the maximum withdrawal value will be reduced.

5.2 Payment on death

Where there is no reversionary life insured, or where the reversionary life insured has predeceased you or ceased to be eligible, upon death within the withdrawal period, we will pay a death benefit to your nominated beneficiary (or beneficiaries). Where a valid nomination has not been made, we will pay a death benefit to your estate.

The policy has a 100% death benefit period. The 100% death benefit period equals half your withdrawal period rounded down to a whole year.

The end date of the 100% death benefit period is shown on your Investor Certificate. During the 100% death benefit period, the death benefit will equal to the amount used to buy the Annuity. At the end of the 100% death benefit period, the lump sum payable on death will be equal to the maximum withdrawal value described in section 5.1 of this Policy Document.

6. Enhanced Income (Immediate payments) and Enhanced Income (Deferred payments) options

If the option shown on your Investor Certificate is Enhanced Income, the policy does not have a withdrawal value, except when exercising a cooling-off right. You cannot withdraw voluntarily, and a lump sum is not payable on death.

7. Withdrawal requests

Requests to withdraw must be made in writing and must be received by Challenger Life before 5.00pm on the last day of the withdrawal period. Before we can pay you the withdrawal value, the law requires that we have paid you a pro-rata amount of your regular payments for the relevant year (with each year commencing on the commencement date or the anniversary of your policy).

Subject to any partial withdrawal made by Challenger Life for payment of any superannuation contributions surcharge (see section 11 of this Policy Document) or where required/permitted by law, you cannot make partial withdrawals from the policy.

The withdrawal value calculation may be amended to reflect legislative change. If you buy your policy with money rolled over within the superannuation system, generally a withdrawal will be a superannuation benefit payment. If we pay it directly to you, you will not be able to roll it over again.

8. Indexation

The indexation option you have chosen for your regular payments is shown in the Investor Certificate and will be one of three options:

- Full indexation ('CPI') provides regular payments over the policy term that are indexed each year on the anniversary of the commencement date by the change in the Consumer Price Index (CPI). This change, if any, will be equal to the difference between the CPI for the second-last complete quarter before the anniversary of the policy and the CPI for the same quarter of the immediately preceding year, expressed as a percentage.
- Partial indexation ('partial CPI') provides regular payments over the policy term that are indexed each year on the anniversary of the commencement date by the change in the CPI to the extent that the percentage increase is greater than 2%. If the percentage change is negative, the percentage change in CPI will apply. These changes, if any, will be equal to the difference between the CPI for the second-last complete quarter before the anniversary

- of the policy and the CPI for the same quarter of the immediately preceding year, expressed as a percentage.
- No indexation provides regular payments over the policy term that are not indexed.

The CPI is the weighted average of the Eight Capital Cities Index, as published by the Australian Statistician, or any such adjusted index (where a material change occurs through a change in the law or any appropriate successor index selected by Challenger Life).

9. Minimum withdrawal value

The minimum withdrawal value will be no less than the amount prescribed under the Life Insurance Act.

10. PAYG taxation

If required, Challenger Life deducts Pay As You Go (PAYG) withholding tax from each regular payment and from any lump sum withdrawal as prescribed by relevant tax legislation.

11. Other government taxes, charges or imposts

Challenger Life has the right to recover from you, by deduction from your regular payments and/or any lump sum withdrawal, any stamp duty, tax, or other government charges or imposts or a proportionate part thereof that may be imposed in respect of this policy or this class of business.

Tax on superannuation rollovers (if applicable) will be deducted at the time you purchase the policy. Any superannuation contributions surcharge payable by Challenger Life will be deducted from your investment when an assessment is received by Challenger Life from the Australian Taxation Office and, by applying to invest, you authorise Challenger Life to do so. In such cases, Challenger Life may make a partial withdrawal from your policy for payment of the superannuation contributions surcharge, and your subsequent regular payments may be adjusted accordingly.

12. Changes in legislation

Challenger Life reserves the right to:

- adjust regular payments and tax instalments as a result of any change in the tax or other relevant legislation;
- vary, without prior notice to the policy owner(s), any
 of the terms and conditions of the policy in order to
 comply with any requirements of, or as a result of,
 any amendments to any relevant laws or the rulings
 or determinations of the Commissioner of Taxation,
 the Australian Prudential Regulation Authority or any
 other statutory authority which has jurisdiction in
 respect of this Policy Document as a matter of law;
- in relation to CPI indexation, adjust the CPI applicable if there is a change in the law which materially alters the CPI or its use.

Challenger Life will advise you of any changes to the conditions relating to your policy as disclosed at the time of its issue in writing either in your annual statement or by other means.

13. Notices

All notices and statements sent to you will be sent by any means we determine. Any letter or notice sent to Challenger Life must be sent by prepaid post to the address set out in the current Product Disclosure Statement for the policy. Your Policy Number must be quoted in all correspondence.

14. Beneficiaries

Upon death of a life insured, we will continue the regular payments under the policy to the nominated eligible reversionary life insured.

Where there is no reversionary life insured (either because they have predeceased you or because they have ceased to be eligible), we will pay any amount that is payable on death (see section 4.2 of this Policy Document if you have chosen the Regular Income option, section 5.2 if you have chosen the Flexible Income option or section 6 if you have chosen the Enhanced Income option) as a lump sum to your nominated beneficiary (or beneficiaries). Where a valid nomination has not been made, we will pay a lump sum to your estate.

If regular payments are being made to or in respect of a reversionary life insured and that person dies within the withdrawal period, any amount that is payable on death will be paid to their nominated beneficiary (or beneficiaries). Where a valid nomination has not been made, we will pay a lump sum to the reversionary life insured's estate. Challenger Life requires satisfactory proof of death, and the original Policy Document and Investor Certificate must be delivered to Challenger Life (in accordance with section 13 of this Policy Document) before a death payment will be processed.

You cannot change your reversionary life insured, but you can revoke the nomination at any time in writing to Challenger Life.

14.1 Nomination of beneficiaries

You can nominate a single beneficiary, or multiple beneficiaries, if:

- you do not elect a reversionary life insured;
- your reversionary life insured dies;
- your reversionary life insured ceases to be a spouse; or
- you cancel your reversionary life insured election.

For a policy purchased with money not rolled over within the superannuation system

You can nominate a single beneficiary or multiple beneficiaries.

If you nominate a single beneficiary, upon satisfactory proof of your death, we will pay that beneficiary a lump sum. If the single beneficiary predeceases you, we will make the lump sum payment to your estate.

If you nominate multiple beneficiaries, upon satisfactory proof of your death, we will pay those beneficiaries a lump sum in the proportions you have specified, or otherwise in equal proportions. If a beneficiary predeceases you, their proportion will be distributed pro rata to the remaining beneficiaries. If all beneficiaries predecease you, we will make the lump sum payment to your estate.

For a policy purchased with money rolled over within the superannuation system

You can nominate a single beneficiary, or multiple beneficiaries, provided they are your dependant. References to 'your dependant' means any person who is:

- your spouse (as defined by relevant laws);
- your child (including stepchild and adopted child);
- financially dependent on you; or
- in an interdependency relationship with you (as defined by relevant laws).

If you nominate a single beneficiary, upon satisfactory proof of your death, we will pay that beneficiary a lump sum provided they are a dependant at the time of your death. If a single beneficiary predeceases you or is not a dependant at the time of your death, we will make the lump sum payment to your estate.

If you nominate multiple beneficiaries, upon satisfactory proof of your death, we will pay those beneficiaries a lump sum in the proportions you have specified, or otherwise in equal proportions, provided they are all dependants at the time of your death. If a beneficiary predeceases you, or is not your dependant at the time of your death, their proportion will be distributed pro rata to the remaining beneficiaries. If all beneficiaries predecease you or are not dependants at the time of your death, we will make the lump sum payment to your estate.

15. Continuity Certificate

Challenger Life reserves the right to request evidence to satisfy itself of your continued eligibility to receive regular payments. Every six (6) months, we may request that the life insured complete a Continuity Certificate, which must be returned to us within a reasonable period of the request being made (as determined by Challenger Life).

Challenger Life reserves the right to discontinue any regular payments where such evidence is not provided within a reasonable period. We will recover from the recipient any regular payment made by Challenger Life after the date it determines that the regular payments should have ceased.

Challenger Life will also recover payments made (and may do so by adjusting future payments under the policy) in reliance on any incorrect information that is provided to Challenger Life where payments are made in excess of those that would otherwise have been made.

16. Policy cessation

Upon death of the last life insured, the policy ceases. There is no pro rating of regular payments between the last regular payment date and the date of death of the last life insured. Where regular payments are made after the death of the last life insured outside the terms of this policy, Challenger Life may deduct the overpayments from any withdrawal value payable, and/or recover the overpayments from the estate.

17. Lost policy

Challenger Life reserves the right to recover the costs of replacing a lost Policy Document and/or Investor Certificate, or for payment of a claim, in the event that the Policy Document and/or Investor Certificate is lost, unless prohibited by law.

18. General information

Your policy cannot be used as security for borrowing.

If your policy was purchased with money rolled over within the superannuation system, you cannot transfer ownership of the policy to another person. However, if a reversionary life insured has been nominated, they can receive payments under the policy following your death.

19. Compliance

Any legislative provision or regulatory requirement that is either required to be included in this Policy Document, or must be complied with by Challenger Life, in order for the policy to qualify:

- as an annuity for the purposes of superannuation law; or
- for concessional tax treatment in relation to payments by Challenger Life;

is deemed to be included in this Policy Document for so long as such requirement must be complied with.

If the option shown on your Investor Certificate is Flexible Income (Immediate payments), Flexible Income (Deferred payments), Enhanced Income (Immediate payments) or Enhanced Income (Deferred payments), and your policy was purchased with money rolled over within the superannuation system, it will be an innovative superannuation income stream. Once your Annuity commences, the treatment of the Annuity will not change.

20. Adviser fees

Where you agree with your financial adviser to the payment of adviser service fees, those fees will be paid by us in accordance with your consent and authorisation as notified to us. We will pay those fees to the AFSL responsible for supervising your financial adviser (or your financial adviser directly if they are the licensee).

21. Communications with us

Where we receive communications in relation to your policy, whether by fax, email or otherwise in writing, or by telephone, we will not be liable to you for any loss you may suffer as a result of a fraudulent communication received by us without your knowledge, unless that loss is a result of our negligence. We will only act on completed communications that we receive. We will not be liable to you for any loss or delay resulting from the non-receipt, or incomplete receipt, of any communication you send us.

How to start a Liquid Lifetime

You should read this PDS and the Policy Document before deciding to invest.

Contact your financial adviser or call us for an obligation-free payment quote and application form. The regular payments we offer are reviewed and updated regularly to reflect market conditions. Your quote will generally be valid for 14 days from the date on which we provide it.

Your Liquid Lifetime will be issued once we accept your valid application, and the money you used to invest clears.

To make a valid application you must include:

1. A completed and signed application form

Ensure that all relevant sections of the application form are fully completed and that you sign the application form.

If your application form is not complete, we may not be able to proceed until the required information is received. In these situations we will attempt to contact you and/or your financial adviser. We will hold your application money in a non-interest bearing account until we receive the required information.

Your Liquid Lifetime will start on the day that all outstanding information is received by us (or the next NSW business day if received after 3.00pm or on a non-NSW business day). You will receive the Liquid Lifetime payment rates applicable at that time if your payment quote has expired.

If all outstanding information is not received within 30 days from the day we received your application money, your money will be returned. If you invested with money rolled over within the super system, your money will be returned to the rollover institution from which the money was received. If you invested with non-super money, your money will be paid back by cheque.

2. A valid payment quote

Contact your financial adviser or call us (see back cover) for an obligation-free payment quote.

The regular payments we offer are reviewed and updated regularly to reflect market conditions. Your quote will generally be valid for 14 days from the date on which we provide it. If your quote has expired, then your regular payments will be calculated on the day we process your application.

3. Identity verification documents/information

In accordance with Anti-Money Laundering and Counter-Terrorism Financing legislation, we need verification of your identity before your Liquid Lifetime can start.

4. Provide payment (Direct debit, Cheque or super rollover)

Direct debit: You can arrange for the money to be debited from your bank account by completing the direct debit facility section of the application form. All direct debits are subject to the Direct Debit Request Service Agreement.

Cheque: You can pay by cheque by making the cheque payable to 'Challenger Life Company Limited <insert the name of the investor>'.

Super rollover: If you are using your super to invest, provide adequate rollover information to facilitate the transfer (generally provided by your current super fund).

If your valid application and money is received in our Sydney office before 3.00pm Sydney time on a NSW business day (the cut-off time), your application will generally be processed on that day. If your valid application and money are received after the cut-off time, or on a non-business day, your application will generally be processed on the next NSW business day.

We can accept or reject any application and are not required to give any reason for a refusal.



Investor Services

13 35 66

Adviser Services

1800 621 009

By email

info@challenger.com.au

By mail

Challenger Life Company Limited Reply Paid 3698 Sydney NSW 2001

Additional information

www.challenger.com.au/lifetime