



Norwich Union Superannuation Trust Members

This report includes:

Norwich Combination Plan

New Money Plan

Nulife

Nulife II

Nulink

Blueprint

Dimension

Executive Dimension

Financial Security Plan

Norwich Union Superannuation Plan

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Your investment forms part of the Norwich Union Superannuation Trust ("the Fund" or "NUST"), RSE number R1004083, ABN 31 919 182 354. The Trustee is NULIS Nominees (Australia) Limited ("The Trustee") ABN 80 008 515 633 Australian Financial Services Licence Number ("AFSL Number") 236465, RSE Licence number L0000741. The Administration Manager and insurer for the Norwich Union Superannuation Trust is Norwich Union Life Australia Limited ("NULAL" or "the Administrator"), ABN 34 006 783 295 AFSL Number 241686. The assets for each of the investment strategies offered through the Fund are managed on behalf of NULAL by Portfolio Partners Limited ("Portfolio Partners") ABN 85 066 081 114 AFSL Number 234483 in accordance with the investment strategy set by the Trustee. The policy forms part of NULAL's No.1 Statutory Fund except for monies invested in unit linked funds which form part of NULAL's No.2 Statutory Fund. NULIS and NULAL are part of the Aviva Australia Group ("Aviva Australia") which is ultimately owned by Aviva plc ("Aviva"). Portfolio Partners is part of Aviva.

Section one

Your Annual Report

Aviva – helping you to grow your investment portfolio

Aviva Australia is the local face of the global Aviva group (Aviva plc), the fifth largest insurer in the world. Aviva plc is the leading provider of life and pensions products to Europe and has substantial businesses around the world.

The main activities are long term savings, fund management and general insurance with more than A\$757 billion of assets under management. The group has more than 57,000 employees and 45 million customers worldwide as at 31 December 2007.

Aviva Australia provides investment, superannuation and life insurance products for more than 300,000 customers throughout Australia.

Your Annual Report for 2007/2008

This Annual Report is designed to provide all the information you need to know about your investment and performance for the period 1 July 2007 to 30 June 2008.

You should read this report in conjunction with your Annual Statement for information on your individual investment.

If you have any enquiries about your investment including current details of investment strategies, contribution options or insurance cover please call our Client Services Team on freecall 1800 035 687.

Section two

Investment information

Important information about your investment.

The range of investment choices available to you in each of the products provides you with the opportunity to tailor your future financial needs your way. There are choices likely to suit everyone – from the very conservative to the more aggressive investor.

You have the choice of selecting from a single investment fund or a combination of funds to suit your financial needs.

The Trustee invests wholly in life policies issued by NULAL. The assets for each of the investment funds offered for these products are managed by Portfolio Partners in accordance with the investment strategies set by the Trustee.

Choosing your investment funds

You can set your own investment goals and then choose the most appropriate investment fund or combination of investment funds, for your superannuation investment.

A combination of investment funds can be chosen by allocating a percentage of each investment contribution to the selected investment fund.

When you are choosing your investment funds there are a variety of issues to consider. Some of these include:

- your attitude to risk
- the prevailing economic conditions
- your age

- how long until you retire
- the current superannuation preservation requirements and
- legislative changes.

Of course your goals may change and the appropriate investment funds selected can be changed accordingly.

We recommend that you review your investment goals, in consultation with your financial adviser, at least once a year to ensure the selected investment funds are still appropriate.

Risk profile of the investment funds

The relationship between the amount of risk that you are willing to take and the potential return on your investment is known as your 'risk profile'. In general, investment funds that earn high returns, such as Growth, carry the highest risk. Not only can the rate of return fluctuate, but the value of your capital can rise or fall. For investment funds that generally earn lower returns, the capital value is less likely to fluctuate.

Diversification (spreading your investments across a number of asset classes) can help to reduce the overall risk of your portfolio.

Capital Guaranteed Fund & Cash Fund investments

A capital guaranteed or cash fund generally provides a lower risk investment, and therefore tends to receive a lower but steady rate of return.

Lower returns mean that over time your benefit may grow at a slower rate than benefits invested in other investment funds, which offer higher returns for higher risk. However, it also means that the capital value of your investment is less likely to fluctuate.

You may wish to compare the rates of return achieved by other investment funds with your guaranteed investment. You should bear in mind that a capital guaranteed or cash fund offers greater protection for your invested capital while maintaining a steady rate of growth.

Investment guarantees

1. The Capital Guaranteed Fund

This guarantees the return of both capital and declared interest (once allocated), net of switches, withdrawals, pension payments, fees and tax (if applicable).

2. The Cash Fund (Guaranteed Cash)

This offers a guarantee ensuring that the unit price upon either withdrawal, switching or pension payments from the Cash Fund will always be the highest price achieved during the term of that investment.

How your benefits are calculated

This depends on your investment options:

1. Capital Guaranteed Fund

Benefits paid are determined by the account balance at the date of withdrawal, including any interim interest earned from the last interest rate declaration. The interim interest rate is calculated on the daily account balance.

2. Other Investment Funds

Your benefit is determined by the number of units withdrawn multiplied by the unit price at the date of withdrawal. Lump sum benefits paid are generally the account balance less exit fees and taxation (if applicable).

How your investment returns are calculated

Unit prices

Each investment fund (other than the Capital Guaranteed Fund) has its own unit price. Unit prices are calculated daily by the Administrator on the following basis:

The assets of each investment fund are valued each Melbourne working day (or at a greater frequency if considered appropriate). Assets are valued as follows:

- listed shares at the latest sale price quoted on the Australian Stock Exchange (or other Exchange as appropriate)
- fixed interest at market value
- other assets on the appropriate basis at the time.

The value of the investment fund is adjusted to take into account:

- any liabilities of the fund
- tax which may be payable including tax on unrealised capital gains, and
- the management fee.

The unit price is the value of the investment fund determined above, divided by the number of units in the investment fund.

The value of units may rise and fall. NULAL reserves the right to withhold the declaration of daily unit prices in exceptional circumstances. For example, where NULAL is unable to calculate daily unit prices for one or more of the available investment options, or may decide it is in the best interest of members not to do so. Switching redemptions and investment requests will not be processed while NULAL has suspended calculations of the unit price for that option.

Interest rate on the Capital Guaranteed Fund

The Capital Guaranteed Fund has its return calculated once a year on 30 June. At any time in the future the Administrator may change the frequency of declaring the interest rate on this

option. The method of calculating the declared rate for the Capital Guaranteed Fund is as follows:

- firstly, the gross investment earnings are determined, including investment income, realised and unrealised investment gains and losses received over the declaration period
- deductions are made from the gross investment earning rate for fund earnings tax (including deferred taxation on unrealised capital gains or losses, if applicable) and the management fee, to determine the net investment earning rate.

At the time of declaring a rate the Administrator will have regard to the following issues:

- the net investment earning rate over the declaration period
- the size of the Interest Equalisation Reserve (see below) at the declaration date, and
- the likely future economic outlook and the likely investment earning rate

Interim interest rate

If a full withdrawal or full switch is made, interim interest is credited for the period since the last declaration date. When setting the interim rate NULAL will have regard to similar issues to those considered when setting the declared rate (as set out on page 5).

Interim rates are not guaranteed and may be changed at any time without prior notice. The new interim rate will apply from the last declaration date.

Interest Equalisation Reserve

To smooth out the ups and downs of the declared rates over time, amounts are paid into or taken out of a reserve called the Interest Equalisation Reserve. Amounts are paid into the reserve when the net investment earning rate exceeds the declared earning rate and taken out when the net earning rate is below the declared earning rate. This ensures all the net earnings of Capital Guaranteed Fund policyholders' assets are attributable, over time, to continuing Capital Guaranteed policyholders.

The Australian Prudential Regulation Authority ("APRA") has prescribed industry limits on the

size of the Interest Equalisation Reserve. This limits the amount of smoothing of declared rates when investment earning rates are volatile. The upper and lower limits of the Interest Equalisation Reserve are prescribed so that the aggregated Capital Guaranteed surrender value must not fall below 95% or rise above 103% of the Capital Guaranteed policyholders' assets. It is a policy of NULAL not to declare a negative earning rate for the Capital Guaranteed Fund.

Restrictions

Restrictions may be placed on access to or switches into or out of certain investment funds from time to time. In the event the Trustee elects to close an investment fund in which you have invested, you will be given the opportunity to select an alternative fund. If you do not make a valid selection, the Trustee will select an alternative fund that most closely resembles the closed fund.

Changes to Australian Equity Investment Management Approach

There has been a change to the investment management approach for the Australian Equity fund and the Australian equity exposure that feeds into the diversified funds (Capital stable, Balanced and Growth funds) and Capital Guaranteed fund. It is important to note that there has been no change to the investment manager of the portfolio, the manager continues to be Aviva Investors (previously know as Portfolio Partners).

The new investment management approach essentially changes the Australian equity management style from a full active management approach, to a mix of 75% passive (index) and 25% actively managed Australian equity funds. The actively managed Australian equity funds replicate the Elite Opportunities Trust, High Growth Shares Trust, Dividend Builder, and the Emerging Shares Trust.

The key reasons to move to this new investment approach are to deliver a more attractive risk/return profile and consistency of out performance for investors.

Section three

Investment performance

Outlines the investment objective, asset allocation and investment performance of the investment funds offered.

Please refer to your enclosed statement which outlines your current investment funds and the opening and closing balances for each of those funds between 1 July 2007 and 30 June 2008.

Trustee policy on use of derivative securities

In formulating the investment strategies for the fund the Trustee has recognised the use of derivatives by authorised investments of the fund for the efficient risk management of a portfolio, or reduction of investment risk.

The Trustee relies on the provision of Derivatives Risk Management Statements where appropriate in respect of each authorised investment into which the fund invests to determine whether investment in derivatives is made under appropriate controls having regard to investment objectives, investment restrictions and risk profile.

Investment Strategy

Cash Fund

Objective: The Cash Fund is a safe portfolio with assets spread across a range of short term securities comprising cash deposits, fixed interest and Government and bank backed securities. The Administrator guarantees that the unit price upon redemption from the Cash Fund will be the highest over the period you have invested in the Cash Fund.

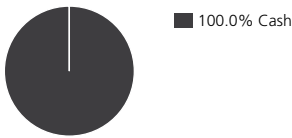
Strategy: To invest in a diverse range of Australian cash and fixed interest securities.

Growth Fund

Objective: The Growth Fund has a high proportion of assets in selected share and property investments with medium to long term growth potential. It invests in a broad range of assets in order to maximise potential capital growth. It is an actively managed fund with a higher level of volatility, but it is expected to have a higher return over the long term.

Strategy: By maintaining a high proportion of the fund's assets in equities and property, it is expected in the long term, to achieve high returns. The fund also invests in overseas assets to diversify investments and further manage risk.

Asset allocation at 30 June 2008



Returns % pa*:

One year to	Return
30/06/2008	4.47
30/06/2007	4.40
30/06/2006	3.93
30/06/2005	4.01
30/06/2004	3.44
5 year average [†]	4.39

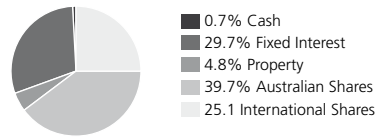
* excludes NULIFE policies which only offer the Capital Guaranteed Fund.

† The average earnings shown is the compound average over 5 years, unless the investment option has been available for a lesser period.

Notes:

Past Performance should not be taken as an indication of future performance.

Asset allocation at 30 June 2008



Returns % pa*:

One year to	Return
30/06/2008	-10.27
30/06/2007	13.70
30/06/2006	13.02
30/06/2005	11.37
30/06/2004	12.82
5 year average [†]	8.98

Investment Strategy

Balanced Fund

Objective: The Balanced Fund has a blend of capital growth and income producing assets and is expected to produce consistent growth over the medium to long term, whilst maintaining a lower level of risk than the Growth Fund because of the reduced exposure to shares.

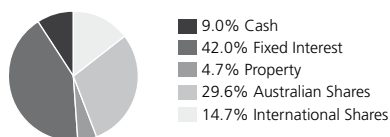
Strategy: To maintain a balanced spread of investment between growth and debt assets.

Capital Guaranteed Fund

Objective: The Capital Guaranteed Fund is designed for investors seeking immediate security with relatively steady positive returns over the term of investment. The fund is conservatively managed and carries a guarantee of return of both capital and interest, once allocated, net of switches and withdrawals.

Strategy: To invest a high proportion of the fund in fixed and other interest bearing securities with smaller amounts invested in property and shares. Reserves are maintained and applied for the purpose of smoothing future returns to investors.

Asset allocation at 30 June 2008



Returns % pa*:

One year to	Return
30/06/2008	-6.64
30/06/2007	11.00
30/06/2006	9.81
30/06/2005	10.40
30/06/2004	9.39
5 year average [†]	7.49

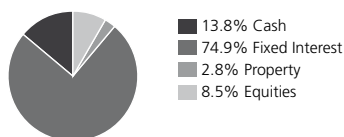
* excludes NULIFE policies which only offer the Capital Guaranteed Fund.

† The average earnings shown is the compound average over 5 years, unless the investment option has been available for a lesser period.

Notes:

Past Performance should not be taken as an indication of future performance.

Asset allocation at 30 June 2008



Returns % pa*:

One year to	Return
30/06/2008	3.90
30/06/2007	7.10
30/06/2006	6.40
30/06/2005	6.50
30/06/2004	5.10
5 year average [†]	5.79

Section four

Contributions

Your fund accepts both regular and one-off contributions. Contributions made on your behalf by your employer, or by you, are paid into an account in your name.

What types of contributions can be made?

- your employer's Superannuation Guarantee ("SG") and Award contributions
- your employer's additional contributions (in excess of SG and Award) including salary sacrifice or salary packaging
- your voluntary contributions
- transfers/rollovers from other funds
- contributions by a spouse
- superannuation guarantee shortfall amounts or amounts transferred from the Superannuation Holding Accounts ("SHA")
- Government Superannuation co-contributions.

Your employer's contributions

Superannuation law requires your employer to contribute at least 9% of your salary to your super. These contributions are known as Superannuation Guarantee contributions. Employer contributions above this level may be described as non-mandated contributions, and salary sacrifice contributions.

Your employer's additional contributions

You may be able to arrange with your employer for additional employer contributions to be made to the account through salary packaging, salary

sacrifice contributions or voluntary employer contributions. Salary packaging or salary sacrifice contributions can only be made if approved by your employer.

Your voluntary contributions

It is widely accepted that relying on SG contributions alone will not provide most of us with the type of lifestyle we want in retirement.

You have the flexibility to increase your super savings by making voluntary contributions. Voluntary contributions are made in addition to your employer's contributions.

You can contribute directly at any time by sending us a personal cheque or you may be able to arrange for your employer to deduct your contributions from your after-tax salary and submit them on your behalf.

Your eligibility to contribute

When it comes to making contributions, you should be aware of the following:

Under age 65:

- Superannuation contributions can be accepted for members aged under 65.

Age 65 up to age 70:

The following contributions can be accepted:

- Mandated employer contributions, these are made in satisfaction of the Superannuation Guarantee ("SG") contributions and contributions made under an agreement certified, or an award made, by an industrial authority.

- Personal contributions, spouse contributions and voluntary contributions where you have worked at least 40 hours in any 30 consecutive day period in a financial year. Once this condition is met, contributions can be made for the rest of the financial year.

Age 70 up to age 75:

The following contributions can be accepted:

- Employer contributions made under a certified agreement or an award made by an industrial authority, and
- Personal contributions where you have worked at least 40 hours in any 30 consecutive day period in a financial year. Once this condition is met, you can contribute personal contributions for the rest of the year.

Spouse contributions cannot be made in this age category.

Age 75 and over:

Once you have reached age 75, contributions can only be made where they are made by, or on behalf of, your employer and are required under a certified agreement or an award made by an industrial authority.

If you do not meet the eligibility requirements for employer contributions described in the section above, any contributions made for you by your employer are required to be returned to your employer. Special regulations apply to determine the amount to be returned and the timing of such payments.

Important note:

These conditions are important. If you no longer satisfy them, the Trustee can no longer accept your contributions. If your circumstances do change, you should notify Client Services on freecall 1800 035 687.

All ages, regardless of employment status:

- benefits can be transferred or rolled over at any time. You need to provide the Australian Business Number ("ABN") of any superannuation fund to which you are rolling over benefits. The ABN of the NUST is 31 919 182 354.

- superannuation benefits may be transferred from another superannuation fund at any time
- if you have superannuation entitlements arising from family law arrangements following the dissolution of a prior marriage, those entitlements may be transferred to your account.

Contributions and Tax File Numbers (TFNs)

We are required to advise the Australian Tax Office (ATO) of all contributions paid by you or for you.

Your employer is required to give us your TFN if you have quoted it to them for employment purposes, after 30 June 2007, if they make a superannuation contribution for you to us.

If you have not provided your TFN (or an employer has not provided your TFN), personal contributions you make are required to be returned to you within 30 days of the Trustee becoming aware that it does not hold a valid TFN for you. Special regulations apply to determine the amount to be returned and the timing of such payments.

If you or an employer has not provided your TFN before the end of the financial year in which an employer contribution is made for you, the Plan is required to pay an additional 31.5% tax on any concessional contribution made for you by your employer, which will be charged to your account (as well as the standard 15% "contributions tax"). If your TFN is supplied in the next 3 financial years, the amount deducted from your account may be claimed back from the ATO, and will then be re-credited to your account. In some cases the amount re-credited will include interest if your employer failed to pass your TFN to the Plan that resulted in you being charged the additional tax. The rate of interest set by legislation is typically a conservative rate of return.

There may be a significant delay before the Trustee recovers the additional tax from the ATO due to the timing of when the Trustee can notify the ATO that it has received your TFN. After the end of the Plan's income year, the Trustee must wait until the end of the following income year to inform the ATO that it has received a valid TFN. If you have left the Plan in the mean time, we will

not claim a tax refund for you. These rules have been imposed by the Government and the Trustee is unable to speed up the process. In addition, any interest you receive due to the failure of your employer to pass on your TFN to the Trustee will in most cases not match the earning rates of the investments in the Plan.

Please note that if we do not have your TFN the Government Superannuation co-contribution cannot apply.

If you or your employer does not supply your TFN in one of the next 3 financial years after the contribution is received, the Plan will not be able to claim the additional tax back.

Limits on contributions

The Government has imposed caps on the amount of contributions you can make to a superannuation fund in a financial year, without incurring additional tax. The applicable limit depends on the type of contribution.

Concessional contributions

Concessional contributions generally include any contribution made by, or on behalf of, you that is included in the assessable income of the Plan and is taxed at 15%. This includes all:

- contributions made on your behalf by your employer (including Salary Sacrifice)
- personal contributions for which a deduction is claimed (You may be able to do this if you leave your employer)
- contributions made for you by a third party, other than your spouse
- any amount of a transfer from an overseas fund that you elect to be taxed in the Plan (does not count towards the concessional contributions cap)

Concessional contributions are capped at \$50,000 per financial year. This limit will be indexed to AWOTE (Average Weekly Ordinary Time Earnings) each year. However, the indexed amount will be rounded down to the nearest multiple of \$5,000.

Transitional provisions apply allowing anyone currently aged 50 and over to be eligible for a \$100,000 transitional cap until the financial year

commencing 1 July 2012. If you turn 50 before 1 July 2012 you will be able to use this transitional cap from the financial year you turn 50. The transitional cap is not indexed.

If the total of concessional contributions in a financial year made by you or for you, to all your superannuation products, is in excess of the cap for these contributions, the excess concessional contributions are exposed to additional tax at 31.5%. You will receive an assessment specifically for this tax from the ATO, together with details of your options for paying it (see below for further details).

Non-concessional contributions

Non-concessional contributions generally include any contribution made by you or on your behalf that is not included in the assessable income of the Plan. This includes:

- personal contributions for which a deduction is not claimed
- spouse contributions
- Government Superannuation co-contributions (not counted towards the non-concessional contribution cap)
- any amount of a transfer from an overseas fund that you do not elect to be taxed in the Plan (does count towards the non-concessional contributions cap)

Non-concessional contributions are capped at three times the current concessional contributions cap, that is, \$150,000 for the 2008/09 financial year. Excess concessional contributions are included in the non-concessional contribution cap.

If the total of non-concessional contributions in a financial year made by you, for all your superannuation products, is in excess of the cap for these contributions, the excess non-concessional contributions are exposed to tax at 46.5%. You will receive an assessment specifically for this tax from the ATO, together with details of how you must pay it (see below for further details).

If you are under age 65 at the start of a financial year, you can bring forward two years of non-concessional contributions cap so that the maximum non-concessional contributions you can

make to all your superannuation in that financial year without incurring the tax described above is three times the current cap applying in that year – that is \$450,000 for the 2008/09 financial year. Once you contribute more than the cap in a financial year, that sets your cap limit for 3 years. Example – if you contribute \$160,000 in 2008/09, you have a total of (\$450,000 - \$160,000 =) \$290,000 left that you can contribute over 2009-10 and 2010-11 without the contributions incurring tax as described above.

Members aged 65 or over at the start of a financial year will not be able to bring forward contributions and will be limited to the current year's non-concessional contributions cap.

The Plan cannot accept single non-concessional contribution payments in excess of three times the current non-concessional cap (or the cap for members 65 or over at the start of the financial year). Any amount of a contribution made in excess of this limit will be returned to you.

Release Authorities

If the contributions caps are exceeded, the ATO will assess you personally for the tax owed (i.e. 31.5% for any excess concessional contributions and 46.5% for any excess non-concessional contributions). The ATO will issue you with a Release Authority allowing you to make a special withdrawal from the Plan to pay this tax. In the case of excess concessional contributions you have a choice – you can present the Release Authority to the Plan or you can pay the tax from your non-super money. However, in the case of excess non-concessional contributions, you must present this Release Authority to the Plan within 21 days in order to make a special withdrawal to pay this tax or to have the Trustee pay the tax from your super account on your behalf.

Government Superannuation co-contributions

If you earn less than \$60,342* a year and make personal contributions to your super from your after-tax pay, the Government will help boost your account with a Co-contribution of up to \$1,500 per year.

If you are self-employed you may now also be eligible for the superannuation co-contribution if you make personal contributions for which you do not claim a deduction.

For every dollar of eligible personal contributions you make to your super account, the Government will match it with \$1.50, up to \$1,500 per year if you earn \$30,342* per year or less. The maximum Co-contribution reduces by five cents per dollar of income over \$30,342* and phases out altogether when your income reaches \$60,342*.

Please note that if we do not have your TFN then we are obliged to return any non-concessional contributions to you and the Government Superannuation co-contribution cannot apply.

* These thresholds apply to the 2008/09 financial year.

Contribution splitting

Members of some superannuation funds are able to transfer amounts of certain superannuation contributions made for them to their spouse's superannuation by contribution splitting. The Trustee will accept a contribution split from your spouse into this account, but you are not able to make a contribution split from this account to your spouse.

Transferring money from previous funds

The transfer of money from existing superannuation funds or rollover funds into your current plan is welcomed.

If you rollover a benefit into the Fund from a previous superannuation fund, your rollover will be invested in either:

- the investment portfolio(s) nominated by you on receipt of the rollover benefit, or
- on your application for membership, or
- the portfolio nominated by you for regular contributions.

Where can I get more information?

You can contact your adviser, our Client Service Team or visit our website avivagroup.com.au

Section five

Payment of benefits

Benefits are paid as a lump sum. However, you can choose to convert your benefits to a pension (subject to a minimum purchase price).

Death benefits

Benefits paid on death are generally, the account balance less any exit fees (if applicable). Taxation legislation provides for an automatic “anti-detriment” addition to death benefits paid to dependants of a deceased member to adjust the impact of tax on contributions. The amount and applicability of this addition varies from member to member. (Conditions apply.)

Please note that the Trustee has decided that anti-detriment will not apply to reversionary pensioners who continue to receive pension payments on the primary pensioner’s death.

If you are a pensioner and you have named a reversionary pensioner, your pension will automatically be paid to that person on your death.

Please note, restrictions apply from 1 July 2007 on payment of reversionary pensions to adult children. Contact your financial adviser or call Client Services on 1800 035 687 if you need more details.

In any other case, benefits on death will be paid to an **eligible beneficiary**. That is:

- your spouse (including de facto)
- your children (including step children and adopted children)
- a person with whom you have an “interdependency relationship” (detailed below)

- anyone else who is wholly or partly financially dependent on you, and
- your legal personal representative (that is, the person responsible for administering the estate)

Two persons have an “interdependency relationship” if:

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

(If they have a close personal relationship but either or both of them suffer from a physical, intellectual or psychiatric disability such that the disability is the reason that they cannot satisfy the other requirements above, they still have an “interdependency relationship”.)

You may nominate beneficiaries to receive death benefits. The Trustee is not bound by the nominations you make. However, it will take your nominations into consideration as well as other factors. For example, your circumstances may have changed since you made your nomination, perhaps due to marriage or the arrival of children.

Nominations may be made in writing to the Administrator at the address within the ‘Making enquiries and complaints’ section of this document.

You should be aware that superannuation death benefits do not automatically form part of your estate or become subject to the terms of your will

(unless you have nominated your legal personal representative under a binding nomination). It is important that you take this into consideration when preparing your will and, if appropriate, seek legal advice.

You have two choices when it comes to nominating beneficiaries to receive death benefits:

1. **A binding nomination, or**
2. **Non-binding nomination (Trustee discretion)**

Binding Death Nominations

A binding death nomination means that the Trustee will be bound to pay your death benefit to the person(s) you have nominated (provided they are still eligible beneficiaries) and in the proportion(s) indicated. No one else will have a right to receive the benefits. If you nominate your legal personal representative, your benefit will be distributed as part of your estate, according to your will (or intestacy rules if no will). Only eligible beneficiaries (detailed on page 12) can be nominated.

To be valid, a binding nomination must satisfy certain conditions, including being witnessed by two independent adults. Under the legislation, the binding death nomination must be renewed every three years or it will lapse. You will be notified in your statement of any binding nomination in place.

This will give you the chance to renew, revoke or amend your binding nomination if necessary.

Your binding nominations are made on the Application for Binding Death Nomination form.

Please note that family law splitting of superannuation benefits between spouses on separation may override the terms of a binding death benefit nomination.

Non-binding Death Nominations (Trustee discretion)

Trustee discretion means the Trustee is not bound by the nominations you make.

However, it will take your nominations into consideration, as well as other factors. For example, your circumstances may have changed since you made your nomination, perhaps due to

marriage, marriage breakdown or the arrival of children.

Your Trustee discretion nominations are made on the Notification/Change of Details form. You can request either form from Client Services.

Terminal Illness

A new condition of release, Terminal Medical Condition, commenced on 16 February 2008 which allows terminally ill people to access their superannuation tax free. To meet this condition of release, members must satisfy the following;

- two registered medical practitioners have certified that the person suffers from an illness or has incurred an injury that is likely to result in death within a period (the certification period) no greater than 12 months;
- at least one of the registered medical practitioners must be a specialist practising in the area related to the illness or injury suffered by the person; and
- for each of these certifications, the certification period has not ended.

Once these conditions are met, the member's entire superannuation benefit becomes *unrestricted non-preserved* and can be withdrawn tax-free at any time. This also applies to any contributions received for the member during the certification period.

These doctors' certificates are also the requirement for no PAYG withholding amount to be deducted from benefit payments to members under age 60.

If a member has not satisfied these requirements at the time of payment, normal superannuation lump sum tax will apply (see page 20). However, if the member subsequently satisfies the definition within 90 days of the payment, the fund will pay the amount withheld for tax to the member.

These changes have now been backdated to 1 July 2007 and under transitional arrangements, members had until 30 June 2008 to meet the requirements in order to have PAYG withheld from benefits already paid refunded.

If you would like further information please call our Client Services team, or alternatively go to the ATO's website www.ato.gov.au

Section six

Your questions answered

We have answers to some of the most commonly asked questions relating to benefits

If you have an enquiry about your account, please firstly read the questions and answers section below. Should your question remain unanswered please call the Client Service Team on freecall 1800 035 687 quoting your policy number.

Insurance cover may be added to most policies, subject to the completion of an insurance proposal and to the life proposed to be insured being an acceptable risk. It is important that you contact your adviser should you wish to review your insurance needs.

For policies with insurance cover

(See the policy details section of your Statement if you are unsure whether you have any insurance cover under your plan.)

What policy details can I check?

The Policy Details section within the enclosed Annual Statement tells you the name of the person who is insured, policy number, the type of policy and details regarding the annual premium made. It also makes reference to your Tax File Number and status of whether you are recorded as being self employed or not.

How do I know what insurance cover I have within my policy?

If you have insurance cover it will be stated in the 'Insurance Details' section of your Annual

Statement. This section details the benefit payable in the event of a claim for each type of insurance selected. It also details how the benefit is calculated.

Policies with Reducing Cover

This section illustrates, when compared to the previous Annual Statements, how the amount of insurance changes as the closing account balance of the policy changes. The total amount paid in the event of a claim consists of the greater of the account balance and selected insurance cover.

Policies with Level Cover

This section illustrates, when compared with the previous Annual Statements, how the benefit payable in the event of a claim consists of the account balance and the amount of selected insurance cover. Level Cover is only available on contracts issued after 1989.

Can I continue my insurance cover if I withdraw my withdraw my policy?

If you withdraw from your policy for any reason other than being totally and permanently disabled, you may request the Administrator to issue an individual insurance policy for death or death and total and permanent disability cover equivalent to the amount of cover you are entitled to in addition to your account balance. Your request to the Administrator must be received by the Administrator before or on the date your withdrawal benefit is paid by the Administrator.

Any individual policy issued to you will be subject to the terms and conditions available from the Administrator at the time you withdraw from

your policy (including those relating to AIDS). One of the benefits of a continuation option is that insurance coverage will continue with limited evidence of health status and other underwriting requirements. Your insurance cover under your policy will cease from the date that the Administrator processes your withdrawal benefit unless you request and are issued with individual insurance cover.

For savings/investment elements:

Why are some of the contribution amounts shown in the statement different from my records?

Your statement is a summary of transactions from 1 July 2007 to 30 June 2008.

1. A payment near to the end of financial year (30 June 2008) might not have been processed until after 30 June 2008.
2. If premiums are deducted from your salary NULAL may not have received them by 30 June 2008.

Any payments that were processed after the end of the financial year and are not included in this statement will be recorded in your next Annual Statement. In turn some transactions that were processed during this financial year may have been requested reversals of transactions from previous financial years. Should you have any queries please call Client Services on freecall 1800 035 687 quoting your policy number.

Do I have any member benefit protection?

“Notes regarding Section 2” on the first page of your statement will record whether your particular plan member benefits are subject to protection provisions.

Member benefit protection means that – if at any time the amount of your benefit in the Fund is less than \$1,000 then your funds are protected from erosion by administration fees in accordance with Government guidelines. Your balance will also be protected if you cannot be located due to not notifying us of change of address and are subsequently re-classified as a ‘lost’ member (see page 23).

Section seven

Fees and charges

The fees and charges that generally apply to your plan are fully described.

The information following is to be read in conjunction with your Annual Statement and is a reminder of the particulars detailed in your Policy Document provisions.

Establishment costs

Initial establishment costs

The Administrator incurs various initial set up costs as part of the process of establishing your policy. These initial costs are recovered by the Administrator over time from the value of your policy.

A number of different methods have been used to recover these costs over the years, from one-off deductions, to regular deductions over a period of time, to the more recent form of gradual expense recovery involving retention of investment earnings by the Administrator over a period of time.

The Administrator has fully recovered the initial set up costs on all policies established under both the one-off deduction and regular deduction methods. However, initial costs incurred on policies established under the more recent method of retaining investment earnings may not yet have been fully recouped.

The gradual expense recovery approach involves the Administrator retaining investment earnings on a certain part of your investment for a period of time in order to recover the initial set up costs. Depending on your policy type, the part of your investment that the Administrator retains

investment earnings on is referred to in your Policy Document as either "Establishment Level" or "Establishment Account".

Calculation of your Establishment Level or Establishment Account is directly affected by the costs incurred in setting up your contract and the period of time in which these costs are being recovered. At the time of calculation, this establishment portion will not exceed two times the annual premium. The duration of time that retention of investment earnings continues for is directly linked to the length of time in which costs are being recouped. This period of time is noted in your Policy Document and may be up to the full policy term of your contract. The rate of retention is also explained in your Policy Document and may be up to the full amount of your investment earnings on the establishment portion of your investment.

On premium increase

Similar to the initial setting up cost detailed above, an increase in establishment costs is incurred by the Administrator upon processing an increase to your regular premium level. This cost is generally comprised of the same factors as for the initial set up costs.

The method of expense recovery for contracts established prior to the retention method is via a one-off charge deducted from the value of your investment. The charge directly reflects the cost incurred as a result of increasing your regular premium and will not exceed 1.15 times the annual premium increase. On the other hand, contracts formed under the gradual expense

recovery approach will usually incur an increase to the existing Establishment Level or Establishment Account, thereby recovering costs in the same manner as the initial investment.

Ongoing costs

Annual policy fee

The annual policy fee is a dollar amount deducted from the value of your investment on every policy anniversary. If relevant, the current amount applicable is reflected on your Annual Statement under "Notes regarding Section 2".

The Administrator reserves the right to increase this fee each year by a rate up to the change in the Consumer Price Index ("CPI").

Contribution charge

The contribution charge is calculated as a percentage rate of the regular premiums contributed to your policy. The percentage rate is reflected on your Annual Statement under "Notes regarding Section 2". The Administrator reserves the right to increase this charge up to the maximum percentage rate applicable on your contract, but not before your policy has been in force for at least 5 years. This maximum percentage rate is reflected on your Annual Statement, in brackets next to your current contribution rate percentage.

Additional payment fee

A fee of up to 5% p.a. is deducted from any one-off additional payments made to your policy. The maximum percentage rate for such payments is similar to that applicable for regular premiums.

Investment account management fee

A 1% pa fee is deducted from all unit linked funds before the unit prices are published. For some products, this fee can be increased to 1.5% pa at the Administrator's discretion. The management fee on the Capital Guaranteed Fund can be up to 15% of the net investment earnings. Again, this is deducted before the interest rate is declared.

Investment switching fee

An investment switching fee may apply to monies transferred within your policy from one investment option(s) to another. The Administrator does not currently impose a charge on investors switching between investment options. However, there is provision for a fee of up to 2% of the amount switched to be applied.

Insurance cost

The cost for optional insurance cover, if applicable, is calculated by applying a pre-determined rate of insurance premium to the respective amount of cover being provided. Depending on the product type and nature of the insurance, the calculation will be affected by some or all of the following particulars:

- age (the rate will increase annually according to increasing age)
- gender
- smoker or non-smoker
- medical condition
- type of insurance (ie reducing cover combined with investment or level cover)
- occupation
- optional benefits
- present value of investment.

Actual premium rates applying to insurance cover are available in your Policy Document, or can be obtained from your financial adviser or the Administrator upon request.

Termination costs

Withdrawal fee

A withdrawal fee may apply to your policy. However this fee will only be charged upon early termination of your contract.

The difference between the opening or closing account balance and the opening or closing withdrawal value (reflected on your Annual Statement under Section 2: "Basic details of your account") equals the withdrawal fee (termination penalty) applicable to your policy at that time.

The withdrawal fee at any given time represents any initial and subsequent establishment costs yet to be recovered by the Administrator via the gradual expense recovery approach explained in the Establishment Costs section. This termination penalty will eventually reduce to zero.

At time of termination, the withdrawal fee will not exceed the portion of your investment that the Administrator has established for gradual expense recovery.

Total fees you paid

A snapshot of the total of all the direct and indirect fees you have paid in the year is now shown in your Annual Statement as 'Total fees you paid'.

The direct charges to your account described on pages 16 to 17, and any rebates to your account, are shown as transactions in your Annual Statement. We now also show an estimate* of the "before unit price" annual management fee and underlying fund manager costs for your account in your Annual Statement, as 'Other management costs'.

* This has been calculated following guidelines contained in relevant regulations. Your 'Total fees you paid' amount adds together the total of fee and rebate transactions, and your 'Other management costs'.

Tax deduction for fees

All fees (except investment manager charges) are paid from the policy for the Member. The Administrator benefits from tax deductions arising from these fees, and has set the levels of fees for the Trust taking this benefit into account. There is no further benefit to members for the deductions.

Further information

Further information about these deductions, or other charges, can be obtained by contacting our Client Service team.

Section eight

Taxation

Taxation limits and thresholds for your superannuation

Your disclosure documents set out the tax treatment of your superannuation contributions and benefits. Some of these thresholds referred to in these documents are indexed annually. Table below are the thresholds for the 2007/2008 and 2008/2009 years.

Tax deductions for contributions (2007/2008 financial year)

From 1 July 2007 new legislation changes altered the deduction limits that can be made for superannuation contributions.

Employers are able to claim full deductions for all contributions made for an employee from 1 July 2007, until that employee reaches age 75.

Members who are able to claim personal contributions are able to claim full deductions for their contributions.

After the end of the financial year the Administrator sends a form (called an s290-170) to members who have only made personal contributions to their Plan during the year. On that form they can indicate if they intend to claim a tax deduction for their personal contributions. The Trustee will then acknowledge the receipt of this Notice in writing, in order for the member to be able to claim a tax deduction.

Important Superannuation Values	2007/2008	2008/2009
Concessional contributions cap		
Up to 49 years	\$50,000	\$50,000
Age 50 years or more	\$100,000	\$100,000
Non-concessional contributions cap		
	\$150,000	\$150,000
Tax free portion after preservation age of taxable component		
Upper Limit	\$140,000	\$145,000
Superannuation Guarantee		
Minimum contribution percentage	9%	9%
Maximum contribution base (quarterly limit)	\$36,470	\$38,180

Tax on contributions

Employer contributions, taxable rollovers and deductible personal contributions made to superannuation funds are taxed at 15%.

Please note that you may be personally liable for excess contributions tax if your contribution caps are exceeded. (See pages 10 to 11)

Taxation of superannuation lump sum benefit payments

From 1 July 2007 any withdrawal from the Plan of a lump sum payment is a superannuation lump sum benefit, a component of which can form part of your assessable income (and may be subject to concessional tax treatment), unless rolled over to another complying superannuation fund or approved deposit fund. The Trustee may be required to make a PAYG withholding deduction from your superannuation lump sum benefit. The tax treatment of the components of a lump sum benefit are detailed in the table shown below.

We will provide you with a superannuation lump sum benefit Payment Summary (2 copies) for the amount of the superannuation lump sum benefits paid, which contains details of any PAYG deducted and an assessable amount which need to be transferred into your next tax return.

The Medicare levy is also payable on the amount included in your taxable income (1.5% for 2007/2008).

Since 1 July 2007, the tax free component of each lump sum payment is the same proportion of the payment that the whole of your total tax free component bears to your total account value.

Tax on death benefits

Death benefits are tax free when paid to a death benefits dependant, which can be a spouse (including a de facto spouse), a former spouse where financially dependent, a child aged less than 18, a person with whom you have an interdependency relationship or a financial dependant. Adult children are not death benefit dependants for tax purposes unless they are financially dependant on, or interdependent with the deceased member. Death benefits paid to an estate are also tax free provided they are distributed to one or more death benefit dependants.

Where the benefit is paid directly to a person who is not a death benefits dependant, it is taxed as a superannuation lump sum benefit received by them and PAYG withholding amounts are deducted. Any tax free component amount of the deceased member's account is tax free to these beneficiaries in proportion to the amount of their benefits to the whole account. The balance is their taxable component and is taxed at not more than 15%, unless there is insurance included in the benefit, when there can be an amount taxed at not more than 30%.

PAYG withholding instalments are not deducted by the Trustee on death benefits paid to the deceased member's legal personal representative (their estate). This is the responsibility of the executor or Trustee of the estate.

Death benefits paid as a pension receive concessional tax treatment, but cannot be paid to a non-dependant.

Age	Tax free component	Taxable Component
Aged 60 and over	Not subject to tax (and not assessable income)	Not subject to tax (and not assessable income)
Over preservation age and under age 60	Not subject to tax (and not assessable income)	First \$145,000 (2008/09) is tax free and the balance is taxed at not more than 15%
Under preservation age	Not subject to tax (and not assessable income)	Taxed at not more than 20%

You may wish to obtain further information and discuss the options for death benefits with your Plan's financial adviser.

Tax on disablement benefits

Payments made as a result of total and permanent disablement may qualify for concessional treatment.

Reasonable Benefit Limits

Reasonable Benefit Limits were abolished from 1 July 2007 as part of the Better Super changes.

Superannuation Surcharge

The surcharge ceased to apply to contributions from 1 July 2005. Surcharge assessments will continue to be received for some time by superannuation funds in respect to contributions made in previous years. For further information please consult your professional adviser.

This tax information is based on the laws that were current on 1 July 2008 and is general information only. Individual circumstances may be quite different. Accordingly you should consult your financial and/or taxation adviser in respect to your specific circumstances.

Section nine

Further information

The Trustee

The Trustee of the Fund is NULIS Nominees (Australia) Limited, ABN 80 008 515 633, AFSL Number 236465, RSE Licence number L0000741, an RSE licensee under the Superannuation Industry (Supervision) Act 1993 ("SIS").

During the year 2007 – 2008, the directors of the Trustee were:

Mr Charles (Sandy) Clark (Chairman)

Ms Elizabeth Flynn

Mr David Trenerry

Mr Sean Potter

Mr Bruce Hawkins, and

Ms Diana Taylor (from 29/05/2008)

Ms Diana Taylor was the Company Secretary until 29/05/2008.

Ms Anne Wright commenced as the Company Secretary from 29/05/2008

One of the RSE conditions imposed on the Trustee to be the trustee of a public offer superannuation fund, is a requirement to have at least \$5 million in net tangible assets, or to have secured a bank guarantee for that amount. The Trustee has secured such a guarantee from the Westpac Banking Corporation. This guarantee is held at the registered office of the Trustee, level 6, 509 St Kilda Road Melbourne 3004.

The Trustee and its Directors are entitled to be reimbursed from the Fund for any costs and expenses incurred in the management and administration of the Fund. They are also entitled to be indemnified from the Fund for all liabilities arising from the management and administration

of the Fund except where the Directors have acted fraudulently, dishonestly, through wilful misconduct or have incurred a penalty for a breach under SIS. To help cover these potential liabilities and to help protect the assets of the Fund, indemnity insurance in excess of \$20 million covers the Directors of the Trustee and its associated companies.

The Insurer

Norwich Union Life Australia Limited issues the policies that provide the investment and insurance benefits to the Fund.

Trust Deed and Trust Deed amendments

Members' rights are governed by the provisions contained in the Trust Deed dated 16 December 1985 (as amended).

There were no amendments to the Trust Deed in the year 2007/2008. Amendments to the Trust Deed can only be made by the Trustee and must be made in accordance with the requirements of superannuation law.

If you would like to view the Norwich Union Superannuation Trust Deed, please contact our Client Services Team on free call 1800 814 899 quoting your member number.

Making enquiries or complaints

We have set up formal internal procedures for dealing with complaints within 90 days. We may be able to solve the problem over the phone, but

if not, we will ask you to put it in writing at the address below. Our Client Service Team can be contacted on 1800 035 687.

Aviva Australia
Complaints Officer
GPO Box 2567W
Melbourne, Victoria 3001

Superannuation Complaints Tribunal

If you are not satisfied with the handling of a complaint or its resolution or the Trustee or its delegate has not dealt with your complaint within 90 days, then the Superannuation Complaints Tribunal (“the Tribunal”) may be able to deal with your complaint. The Tribunal is an independent dispute resolution body set up by the Government to assist members to resolve certain types of superannuation complaints that have not been resolved by the Trustee.

The Tribunal may be able to assist you to resolve a complaint, but only after you have made use of the Trustee’s own enquiries and complaints procedures. Once the Tribunal accepts a complaint it tries to conciliate the dispute by helping an investor and the superannuation Trustee reach agreement. Where this is unsuccessful the Tribunal will formally review the matter and make a binding decision.

It is located in Melbourne and its contact details are:

Locked Bag 3060
GPO Melbourne Victoria 3001
Telephone: 1300 780 808
Fax: 03 8635 5588
Website: www.sct.gov.au

Information available on request

If you would like any further information about the Fund or your investment (including details of benefits or fees and charges) or you wish to inspect the Fund’s documents please contact Client Services on free call 1800 035 687 quoting your policy number.

Keeping in touch

It is very important that you advise Aviva Australia if you change your personal details. While address details may be changed over the phone, other details such as beneficiary nominations must be changed in writing. To ensure prompt service, please quote your policy number whenever you contact Aviva Australia.

Lost members

When a member becomes uncontactable (or “lost”), the Trustee may elect to transfer such a member’s benefits to what is known as an Eligible Rollover Fund (“ERF”). ERFs have a low risk, low return investment strategy. Generally speaking, a lost member is one where at least one member communication has been sent by the Trustee to the member’s last known address, and it has been returned unclaimed.

The Norwich Eligible Rollover Fund (“NERF”) is the nominated ERF of the NUST. NULIS Nominees (Australia) Limited is the Trustee of the NERF.

The contact details for the NERF are:

The NERF Administrator
Norwich Union Life Australia Limited
GPO Box 2567W
MELBOURNE VIC 3001
Phone: 1800 814 899 (toll free)

Account balances of members in the NERF are ‘protected’. This means that once money is received by the NERF the account balance will never be less than the original amount transferred, except to pay tax (if any). Investments within the NERF are predominately invested in low risk and low return cash and short term fixed interest.

Each year the Trustee is required to notify the ATO of the details of those investors with whom it has lost contact so that they can be included on the Lost Members Register.

If your benefit remains unclaimed by the date you reach age 65, and the Trustee of the Fund is unable to find you to pay you your benefit, it will transfer the benefit to the Australian Taxation Office.

Member benefit protection

If at any time, the amount of your benefits in the Fund is less than \$1,000 and your benefits have included SG or award contributions by your employer, Government regulations limit the amount of charges that can be deducted from your benefits.

Financial information

The Trustee invests wholly in life policies issued by the Administrator, with each investment option being invested with its Fund Manager(s) through the relevant NULAL policy. For regulatory purposes, the benefits paid to each member are wholly determined by reference to life insurance products.

Regulatory requirements to provide:

- fund accounts or abridged financial information and statements of assets and,
- details of investments in excess of 5% of total assets,

do not apply to superannuation funds so structured, and accordingly the Trustee has not provided this information.

(Life insurance companies are subject to the provisions of the Life Insurance Act 1995, the Insurance Contracts Act 1984 and other specific prudential requirements, in addition to general corporations and superannuation regulations).

Disclaimer

The Trustee has made every attempt to ensure the accuracy of the information included in this Annual Report and the 2007/08 Annual Statement. However, some of the underlying information can change quickly and members should be aware their data may also change. In addition, the Trustee has in some cases, relied on information provided by third parties and the Trustee does not accept responsibility as to the accuracy and completeness of this information provided from another source.

The Trustee excludes, to the maximum extent permitted by law, any liability which may arise as a result of the contents, including but not limited to any errors or omissions.

The Annual Report does not constitute a recommendation or financial advice. The Annual Report has not been prepared to take into account the particular investment objectives, financial situation and particular needs of any particular person. Before acting on any information contained in the Annual Report, a member or prospective member needs to consider, with or without the assistance of a professional adviser whether the product is appropriate in light of their particular investment needs, objectives and financial circumstances.

The Aviva Guiding Star program provides a way to actively support Australian charities through financial contributions and staff involvement to achieve lasting change and improvement in the community.

Through the Aviva Guiding Star community support program, we launched Camp Quality as our first flagship charity in May 2008. It was decided to target and focus our efforts, so that Aviva's corporate support – combined with staff contributions – can make a bigger and lasting difference for our community partner.

Camp Quality is committed to bringing hope and happiness to every child living with cancer, their families and communities through ongoing quality recreational, educational, hospital and financial support programs. These programs focus on the power of fun and optimism to help children and their families overcome the challenges that cancer brings.



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“ Being a socially responsible company is gaining increasing momentum in the Australian corporate landscape, with employees demanding more from a company than just a pay cheque, and business partners expecting commitment to this area. But most importantly, being a good corporate citizen is simply the right thing to do.”

Allan Griffiths
Aviva Australia Chief Executive Officer

Trustee: NULIS Nominees (Australia) Limited (ABN 80 008 515 633 AFSL number 236465)

RSE Licence number L0000741

Administrator: Norwich Union Life Australia Limited (ABN 34 006 783 295 AFSL number 241686)

Postal Address: GPO Box 2567W Melbourne Victoria 3001

Telephone: Client Service on freecall 1800 035 687 Fax 03 9829 8699

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