

# Norwich Eligible Rollover Fund

## Trustee Annual Report 2008/09



## Disclaimer

The Trustee has made every attempt to ensure the accuracy of the information included in this Annual Report and the 2008/09 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 information is appropriate in light of their particular investment needs, objectives and financial circumstances.



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between 8.30am and 6.00pm  
Melbourne time



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# Contents

<b>About Aviva</b>	<b>2</b>
<b>Investment information</b>	<b>3</b>
Important investment information about your policy.	
<b>Investment performance</b>	<b>5</b>
Outlines the investment objective, asset allocation and investment performance of your Fund.	
<b>Contributions</b>	<b>7</b>
Explains your eligibility to contribute to superannuation.	
<b>Payment of benefits</b>	<b>11</b>
Information regarding when you can access your savings.	
<b>Fees and charges</b>	<b>14</b>
The fees and charges that apply to the NERF are fully described.	
<b>Taxation</b>	<b>16</b>
Taxation matters affecting your investment.	
<b>General information</b>	<b>18</b>
Other things you should know.	

You are a member of the Norwich Eligible Rollover Fund ('the NERF') ABN 32 649 704 922.

The Trustee of the NERF and issuer of the interests in the NERF is NULIS Nominees (Australia) Limited ('the Trustee') ABN 80 008 515 633, Australian Financial Services Licence number ('AFSL No.')

 236465. The Administrator and Insurer (where applicable) is Norwich Union Life Australia Limited ('NULAL' or the 'Administrator') ABN 34 006 783 295 AFSL No. 241686.

The Trustee and the Administrator are part of the Aviva Australia group (also referred to as 'Aviva' and 'Aviva Australia'). Aviva Australia is currently in the process of being sold by its parent, Aviva plc Group, to the National Australia Bank group ('NAB'). The sale has received regulatory approval and is expected to be complete by 1 October 2009. Following completion of the sale, Aviva Australia will be owned by NAB and the Aviva name will be used under licence from the Aviva plc Group.

With the exception of the Trustee, no other member of the Aviva plc Group or NAB are issuers of interests in the NERF.

Further details about the sale will be made available at [aviva.com.au](http://aviva.com.au)

The Trustee reserves the right to amend the terms and conditions of the NERF in accordance with the requirements of the trust deed and the law.

## Section one

# About Aviva

### **Aviva – helping you to grow your investment portfolio**

Aviva Australia has over 150 years of continuous operation in Australia. Today our main activities are life insurance, investments and superannuation. Our funds under administration and management are \$17.1 billion as at 30 June 2009.

Aviva Australia has a reputation for high quality service and highly rated products.

### **Your Annual Report for 2008/09**

This Annual Report is designed to provide all the information you need to know about your investment and performance for the period 1 July 2008 to 30 June 2009.

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 Client Services on 1300 428 482.

## Section two

# Investment information

### Important investment information about your policy

The Norwich Eligible Rollover Fund is an Eligible Rollover Fund ('ERF'). An ERF generally receives superannuation benefits for 'lost' members of other superannuation funds, where the trustee cannot contact them, or for members with balances under minimum amounts set for those funds, usually \$1,000. (ERFs also receive Superannuation Guarantee Shortfall payments and amounts paid from Superannuation Holding Account ('SHA') Special Account.)

If you meet the eligibility criteria outlined on page 7 of this Annual Report then the NERF will also accept contributions. ERFs are governed by special provisions of the Superannuation Industry (Supervision) Act 1993 ('SIS') and are required to ensure that the account balance of a member is never less than the value of the original deposit (except for tax payments and insurance charges, if any). The Trustee operates the NERF to comply with these requirements at all times.

The provisions effectively mean that costs and fees usually cannot exceed investment earnings. Because of this, the Trustee of the NERF considers it is prudent to follow a low risk, low return investment strategy, and has arranged for the fund to be invested on, effectively, a capital guaranteed basis. The NERF is invested directly into a capital guaranteed life policy issued by Norwich Union Life Australia Limited ('NULAL').

The Trustee has continued to direct that the policy investment assets be held in the Norwich Union Capital Guaranteed Fund ('the Fund').

The assets supporting the policy are managed on behalf of NULAL by Aviva Investors Australia Limited in accordance with the investment strategy set by the Trustee.

### Interest rate

An interest rate for the NERF is declared at 30 June each year. This rate will be based on the performance of the underlying assets after taking into account the management fee, tax and any allowance for reserves. The Trustee of the NERF then applies that interest rate to the members' account balances for the preceding twelve months. At any time in the future the frequency of declaring the interest rate on this investment may change.

### Interest rate process

The following explains the process for determining the interest rate for the NERF.

NULAL declares an interest rate for the policy:

- 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.

\* The management fee is set at a maximum of 5.0% p.a., combining both the Trustee and NULAL fee components.

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

- The net investment earning rate of 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.

The Trustee declares the interest rate for the NERF, for member's accounts, after charging a further management fee\*.

See page 14 for more details of fees and charges.

\* The management fee is set at a maximum of 5.0% p.a., combining both the Trustee and NULAL fee components.

### **Interest Equalisation Reserve**

NULAL maintains an Interest Equalisation Reserve for the policy investment assets. Investment earnings can be volatile. In order to produce smoother declared rates, an amount will be paid into the Interest Equalisation Reserve when the net investment earning rate exceeds the declared earning rate. Conversely, an amount will be taken out of the Interest Equalisation Reserve when the net investment earning rate is below the declared

earning rate. The Interest Equalisation Reserve is maintained such that all net investment earnings of the Capital Guaranteed policyholders' assets are distributed, 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 will limit 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 such that the aggregate Capital Guaranteed surrender value must not fall below 95% nor rise above 103% of the Capital Guaranteed policyholders' assets.

### **Interim interest**

If a full withdrawal is made, interim interest is credited at the interim interest rate set by the Trustee for the period between the date of the last interest declaration and the date of withdrawal. 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.

## Section three

# Investment performance

### **Outlines the investment objective, asset allocation and investment performance of the NERF**

The Trustee elected to invest in the Norwich Union Capital Guaranteed Fund, through the NULAL policy. The objectives and strategy of that fund match the objectives and strategy the Trustee has set for the NERF.

A capital guaranteed 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 options that offer higher returns for a higher risk. However, it also means the capital value of your investment is less likely to fluctuate.

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

### **Trustee policy on use of derivative securities**

In formulating the investment strategies for the NERF 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 Statements where appropriate, in respect of each authorised investment into which the NERF invests to determine whether investment in derivatives is made under appropriate controls having regard to investment objectives, investment restrictions and risk profile.

### **Ethical considerations**

When selecting investments for the NERF, no considerations have been made in regards to labour standards, environmental, social or ethical considerations. The key consideration in relation to investing is identifying quality investments, having regard to the investment objective and investment strategy referred to below.

### **Declared interest rate**

The declared interest rate for the period 1 July 2008 to 30 June 2009 is 0.10%.

## Norwich Union Capital Guaranteed Fund

### Investment Objective

To avoid a decrease in the value of the fund's assets in both the short and long term, to produce relatively low but steady income flows and to maintain a high level of liquidity.

The Trustee approved the following trading ranges for the 2008/09 financial year, and the following asset allocations were calculated at 30/06/09.

Asset Category	2008/09
Cash	0%-50%
Fixed Interest	50%-90%
Property	0%-5%
Equities	0%-12.5%

Asset Allocation	30/06/09	30/06/08
Cash	19.1%	13.9%
Fixed Interest	75.5%	73.6%
Property	2.1%	3.1%
Equities	3.3%	9.4%

### Investment Strategy

To invest a high proportion of the Fund in fixed interest and other interest bearing securities with smaller amounts invested in property and shares.

### Appropriate for

Members with a low account balance.

	Declared Interest Rate %
1/7/2008 to 30/6/2009	0.10%
1/7/2007 to 30/6/2008	1.10%
1/7/2006 to 30/6/2007	3.00%
1/7/2005 to 30/6/2006	3.20%
1/7/2004 to 30/6/2005	2.35%
Compound average of actual return over 5 years to 30/6/09	1.94%

### Interim interest rate

Interim rate for the year commencing 1 July 2009	0.10%
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## Section four

# Contributions

The NERF accepts both regular and one off contributions. Eligibility criteria for the various age categories are set out below.

### Eligibility to contribute

#### Under age 65

- Superannuation contributions can be accepted for members aged under 65. There are no restrictions.

#### Age 65 to less than 70

The following contributions can be accepted:

- Mandated employer contributions, these are made in satisfaction of the Superannuation Guarantee contributions and contributions made under an agreement certified, or an award made, by an industrial authority.
- Personal contributions, spouse contributions, salary sacrifice contributions and voluntary employer 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 year.

#### Age 70 to less than 75

The following contributions can be accepted:

- Employer contributions made under an agreement certified, or an award made, by an industrial authority.
- Personal contributions, salary sacrifice contributions and voluntary employer 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 year.

Spouse contributions cannot be made in this age category.

#### Age 75 and over

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

You can contribute directly to the Fund 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.

#### Important note:

**These conditions are important. If you no longer satisfy them, the Trustee can no longer accept your contributions. So, if your circumstances do change, you should notify Client Services on 1300 428 482.**

### 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 to us on your behalf.

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 NERF 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 three 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 NERF 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 NERF'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 NERF 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 in most cases will not match the earning rates of the investments in the NERF.

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

## Limits on contributions

There are caps imposed on the amount of contributions you can make to superannuation in a financial year without incurring additional

tax. The applicable limit depends on the type of contribution.

**Please note that some of these limits have decreased since 1 July 2009.**

### Concessional contributions

Concessional contributions generally include any contribution made by you or on your behalf 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 contributions)
- personal contributions for which a deduction is claimed
- contributions made for you by a third party, other than your spouse

On 1 July 2009 the concessional contribution cap was decreased to \$25,000 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 \$50,000 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 under 'Release Authorities' 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
- superannuation co-contributions (not counted towards the non-concessional contribution cap)

Non-concessional contributions are capped at six times the current concessional contributions cap, that is, \$150,000 for the 2009/10 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 under 'Release Authorities' 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 2009/10 financial year. Once you contribute more than the cap in a financial year your cap limit is set for three years.

Example – if you contributed \$160,000 in 2008/09, you have a total of \$290,000 (= \$450,000 - \$160,000) left that you can contribute over 2009/10 and 2010/11 without the contributions incurring tax as described above.

People age 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 NERF to pay this tax. In the case of excess concessional contributions you have a choice – you can present the Release Authority to the NERF 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 NERF 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.

## Superannuation co-contributions

If you are an eligible person and your Total Income for a year is less than \$61,920\*, and you make a personal contribution to your super for which no tax deduction is claimed, the Government will help boost your account with a co-contribution of up to \$1,000 per year.

The Government will match every dollar of eligible personal contributions you make to your super account, up to \$1,000 per year if your Total Income is \$31,920\* per year or less. The maximum co-contribution reduces by 3.333 cents per dollar of Total Income over \$31,920\* and phases out altogether when your Total Income reaches \$61,920\*.

In prior years, including the 2008/09 financial year, the Government matched each dollar of eligible personal contributions with \$1.50 (150%), up to a maximum of \$1,500. The matching rate has decreased to 100% to the 2011/12 financial year, however this will increase to 125% in the 2012/13 financial year, and then back to 150% in the 2014/15 financial year.

\* These thresholds apply to the 2009/10 financial year.

Total Income is your assessable income, plus reportable fringe benefits total, plus reportable employer superannuation contributions.

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

## **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.

## **Choice of superannuation fund for employer contributions**

Since 1 July 2005 many employees are able to choose what superannuation fund their employer 'superannuation guarantee' contributions are made to. Eligible employees are able to make a choice once a year.

Employers must offer choice of fund to all new eligible employees within 28 days of commencement of employment.

## Section five

# Payment of benefits

### Important superannuation information for temporary residents

If you are a temporary resident, or were a temporary resident and have now left Australia, the following conditions of release are available, only if you met them before 1 April 2009: retirement after preservation age, resignation from your employment after age 60, attaining age 65, commencing a pension after preservation age, to pay excess contributions tax, severe financial hardship or compassionate grounds, or employment terminated and your superannuation benefit is less than \$200.

If you are a temporary resident, or you were a temporary resident and have left Australia, and you didn't meet any of the above conditions of release prior to 1 April 2009, benefits may only be paid in the event of your death, permanent or temporary incapacity, if you suffer a terminal medical condition or because of your permanent departure.

We must pay benefit amounts for temporary residents who have left Australia to the Australian Taxation Office ('ATO') following the appropriate request from the ATO.

These restrictions and requirements to pay your benefit to the ATO do not apply to you if you hold an Investment Retirement (405) or Retirement (410) visa, have become a permanent resident or citizen of Australia or are a permanent resident or citizen of New Zealand.

The Trustee will not notify you of the payment of your benefit to the ATO, or issue a final statement (an 'exit statement') to you if your benefit is transferred to the ATO. (For this, it relies on relief granted by the Australian Securities and Investments Commission ('ASIC') from periodic statement regulatory requirements.)

Once your superannuation benefit is transferred to the ATO, we can no longer pay you your benefit, but you have the right to make an application to the ATO to arrange for payment of your benefit.

For further information regarding these requirements or the current status of your superannuation, please contact Aviva on 1300 428 482 or the ATO on 13 10 20 or [www.ato.gov.au](http://www.ato.gov.au)

### Death Benefits

Benefits will become payable in the event of your death. The death benefit payable will be equal to your account balance less tax (if applicable).

The Trustee may pay a death benefit to a spouse (including a de facto or same sex spouse), child, a person with whom you have an 'interdependency relationship' (detailed below), financial dependant (which can include a former spouse) and/or a 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; and
- c. one or each of them provides the other with financial support; and

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).

If you wish to nominate a person with whom you have an interdependency relationship as a beneficiary please contact your financial adviser or Client Services on 1300 428 482. The payment of superannuation benefits is subject to superannuation law and the terms of the Trust Deed.

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

**1. Binding Nomination, or**

**2. Non-Binding Nomination (Trustee Discretion)**

**Binding 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) and in the proportion(s) indicated. If a valid binding nomination is provided, the Trustee has no role in deciding who will receive your benefit in the event of your death, subject to Family Law provisions.

If you nominate your legal personal representative, your benefit will be paid to your legal personal representative and distributed as part of your estate, according to your will. Only eligible beneficiaries (as detailed above) and/or your legal personal representative can be nominated.

To be valid, a binding nomination must satisfy certain conditions, including being witnessed by two independent adults who are not nominated to receive a benefit.

Under superannuation law, binding death nominations must be renewed every three years or they will lapse. You will be notified in your Member Statement of any binding nomination details. This will give you the choice to renew, revoke or amend your nomination if necessary. Please note that Family Law in relation to splitting

of superannuation benefits between spouses on separation may override the terms of a binding death benefit nomination.

If you do not provide a valid binding nomination, the Trustee will pay your death benefits to your dependant(s) or to your legal personal representative, based on its sole discretion, although the Trustee will take into account any non-binding nominations you have made.

Please call Client Services on 1300 428 482 for a binding nomination form.

**Non-binding nominations (Trustee Discretion)**

The Trustee will not be bound by non-binding nominations, but may take these nominations into consideration when exercising its discretion, 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.

Please call Client Services on 1300 428 482 for a non-binding nomination form.

**Benefits paid on permanent incapacity**

The Trustee may also pay out benefits to you upon permanent incapacity where the Trustee is reasonably satisfied that you are unlikely, because of ill-health (whether physical or mental), ever again to engage in gainful employment for which you are reasonably qualified (by education, training or experience). In order for the Trustee to form an opinion, the Trustee may request the opinion of one or more medical practitioners.

Upon the Trustee being satisfied that you are permanently incapacitated, you may request the Trustee to pay out part or all of your account balance less tax (if applicable).

**Terminal Illness**

The condition of release, Terminal Medical Condition, 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. 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.

If you would like further information please call Client Services or alternatively go to the ATO's website [www.ato.gov.au](http://www.ato.gov.au)

## Continuation of insurance

If you are a member of the Norwich Compulsory Superannuation Plan ('NCSP') and you leave the NERF before retirement, you do not have to lose the benefit of the insurance cover that you had with the insurer. Insurance cover will normally cease 30 days after ceasing employment with your employer.

You may continue insurance cover with the insurer by taking out an individual policy which will be subject to the standard premium rates and terms applicable at the time.

This continuing insurance cover is offered to all members of the NCSP provided that you contact the insurer within 30 days of ceasing employment with your employer to make the necessary arrangements. It will be necessary that you have:

- Not attained the age of 60 years,
- Not left employment for duty with the armed forces,
- Not received, or become entitled to receive a total and permanent disability benefit from the fund, and
- Provided the insurer with a satisfactory declaration concerning AIDS and an AIDS antibody (HIV) test at the member's own expense.

The insurer will, subject to certain conditions, establish your individual policy without the need for you to supply any further medical evidence.

## Section six

# Fees and charges

The fees and charges that apply to the NERF are fully described in this chapter.

### Management fee

The Trustee sets a maximum level for the management fee from time to time, and may increase or decrease the management fee at its discretion and will provide prior notice to members if it intends to do so.

The management fee is used to pay the costs associated with the administration of the NERF, including: accounting, auditing, legal, Australian Prudential Regulation Authority ('APRA'), any similar fees, and includes charges by NULAL before it declares the earning rates for the life policy in which the assets of the NERF are invested.

The management fee is deducted from the investment earnings of the NERF before the interest rate is declared. In any year, the actual fee that applies cannot be determined until the earning rate of the policy investment assets is known because the Trustee has made a commitment, and obtained a commitment from NULAL, that the overall fees charged by NULAL under the policy and the Trustee under the NERF will not exceed investment earnings of the policy investment assets.

The Trustee has currently set the overall maximum fee as 5.0% p.a. The maximum amount that you will be charged is 5% p.a. only if the policy earning rate is 5% p.a. or greater. However, if the earning rate is less than 5% p.a., then you will only be charged an amount equal to the earning rate.

For the year ended 30 June 2009, the maximum overall management fee charged was 2.7%.

From 1 July 2008 the Trustee introduced a new tiered fee structure which will provide a discount to members with larger balances:

Account balance	Management Fee
\$0 to \$9,999	Up to 5%
\$10,000 to \$49,999	Up to 3.5%
\$50,000 plus	Up to 2.5%

### Further information

The amounts deducted as indicated on the previous page before interest rates are declared, for the management fee, are deducted on an indirect 'common fund' basis and affect your investment returns. Further information about these deductions can be obtained by contacting Client Services.

### Insurance charges (NCSP Members)

Insurance charges are deducted monthly from your account. The actual insurance rates are available on request and are based on a fixed premium rate table. Cover is recalculated on 1 July each year. The premium rates charged may change from time to time. Notice of any changes will be provided with your next annual statement.

The insurance will remain in force if:

- Your account balance is sufficient to meet the cost of the cover, and
- The fund continues to receive at least one contribution by or for you in each financial year.

In the event that your insurance cover cannot be maintained, you will be notified so that you can take steps to have your cover reinstated, if you wish. Your insurance cover will be reinstated, subject to the insurer's approval, when a contribution is received on your behalf.

## **Reserve account**

The Trustee maintains a reserve account and expense accounts. In a year where the management fee charged exceeds actual costs, the difference will be credited to the reserve account.

In a year that actual costs exceed the management fee charged, the balance may be paid from the reserve account. The Trustee has an undertaking from NULAL that NULAL will cover any costs in a year which are in excess of the management fee for that year and the amount available from the reserve account.

Each year the Trustee will review the level of the reserve account and expense accounts. Where in the Trustee's opinion the balances are more than is required, the Trustee may credit amounts from those accounts to members' accounts on an equitable basis.

## **Reduced input tax credits**

Under GST legislation, the NERF is eligible to claim reduced input tax credits ('RITC') with respect to the provision of investment management services. Any RITCs received will flow to the members of the NERF through declared interest rates.

## **Tax deduction for fees**

Any tax deductions for the fees and costs of the NERF are taken into account by NULAL and the Trustee when setting the levels of management fees and declaring policy earning rates and NERF interest rates.

## Section seven

# 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 2008/09 and 2009/10 years.

### Tax deductions for contributions

Employers are able to claim full deductions for all contributions made for an employee, 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 the NERF 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.

<b>Important Superannuation Values</b>	<b>2008/09</b>	<b>2009/10</b>
<b>Concessional contributions cap</b>		
Up to 49 years	\$50,000	\$25,000
Age 50 years or more	\$100,000	\$50,000
<b>Non-concessional contributions cap</b>	\$150,000	\$150,000
<b>Tax free portion after preservation age of taxable component</b>		
Upper Limit	\$145,000	\$150,000
<b>Superannuation Guarantee</b>		
Minimum contribution percentage	9%	9%
Maximum contribution base (quarterly limit)	\$38,180	\$40,170

## **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 page 8.)

## **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 financial adviser.

This tax information is based on the laws that were current on 1 July 2009 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 eight

# General information

### The Trustee

The Trustee of the Norwich Eligible Rollover Fund (the 'NERF') is NULIS Nominees (Australia) Limited ABN 80 008 515 633 AFSL No. 236465, RSE Licence L0000741, an RSE licensee under the Superannuation Industry (Supervision) Act 1993 ('SIS'). The Fund (RSE number R1004076) is a registrable entity registered with APRA, with an appropriate risk management plan in place.

During the year 2008/09, 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

Ms Anne Wright was the Company Secretary.

As at the date of this report there have been no penalties imposed on the Trustee for any breach of the provisions of the Superannuation Industry (Supervision) Act 1993 ('SIS') during the year 2008/09.

One of the RSE licence conditions imposed on the Trustee 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. The Trustee is liable for its activities and for this reason has professional indemnity insurance.

### 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 have been no changes to the Trust Deed in the 2008/09 year.

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 Client Services on 1300 428 482.

### Information available on request

If you would like further information about the NERF or your investment (including details of benefits or fees and charges) or you wish to inspect the NERF's documents (eg. the Trust Deed, audited accounts, auditor's report, Annual Report) please contact Client Services on 1300 428 482.

## The Insurer

Insurance cover is provided by NULAL through a group insurance policy issued to the Trustee.

## 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. Client Services can be contacted on 1300 428 482. Our postal address is:

NERF Administrator  
Norwich Union Life Australia Limited  
GPO Box 2567W  
MELBOURNE VIC 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 postal address is:

Locked Bag 3060  
GPO Melbourne Victoria 3001  
Telephone: 1300 780 808  
Fax: 03 8635 5588  
Website: [www.sct.gov.au](http://www.sct.gov.au)

## Keeping in touch

It is very important that you advise us 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 NERF membership number whenever you contact Client Services.

## What happens if we lose contact with you?

Each year the Trustee notifies the ATO of the details of those members with whom it has lost contact with so they can be included in the Lost Member's Register. If your benefit remains unclaimed by the date you reach age 65, and the Trustee is unable to find you to pay your benefit, the Trustee of the NERF will transfer the benefit to the ATO.

## Financial information

The Trustee invests wholly in a life policy issued by NULAL. 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).

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Through funding and volunteer support of Aviva's flagship charity, the combined efforts of Aviva and our people have assisted in bringing joy and smiles to the faces of over 520 children and 410 family members, since our launch in May 2008.

Camps and fun days have been, and continue to be, supported Australia-wide. A highlight has been the Aviva Tennis Hot Shots clinic, with tennis ambassador Alicia Molik being a major hit with the kids.



Aviva's flagship charity initiative is part of the Aviva Guiding Star program, which provides a way to support Australian charities through financial contributions and staff involvement to achieve lasting changes and improvements in the community.

Camp Quality believes in bringing optimism and happiness to the lives of children and families affected by cancer through fun therapy.

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Proudly supporting  
**Camp Quality**

in bringing optimism and happiness  
to the lives of children and families  
living with cancer

