

Smartsave 'Member's Choice' Superannuation Master Plan  
1<sup>st</sup> Super Master Plan Division  
Annual Report for the financial year ended 30 June 2011

The Trustee and issuer of an interest in Smartsave 'Member's Choice' Superannuation Master Plan (ABN 43 905 581 638, Fund Registration No. R1001341) is:

Tidswell Financial Services Ltd  
ABN 55 010 810 607  
AFS Licence No. 237628  
RSE Licence No. L0000888  
50 Hindmarsh Square  
Adelaide SA 5000

Telephone (08) 8223 1676  
Facsimile (08) 8232 1675

The Promoter of Smartsave 'Member's Choice' Superannuation Master Plan is:

Group Insurance & Superannuation Concepts Pty Ltd  
ABN 51 070 756 740  
AFS Licence No. 245521  
Level 6, 369 Royal Parade  
Parkville Vic 3052

Telephone 1300 788 994  
(03) 9347 6576  
Facsimile (03) 9348 2726

This Annual Report should be read in conjunction with your Annual Statement of Benefits. These documents should be read together because they constitute your periodic information for the financial year ended 30 June 2011.

Your Annual Statement of Benefits has been posted to you at your last known address and this Annual Report is available to you online at [www.smartsavesuper.com](http://www.smartsavesuper.com). If you require a hard copy of this Annual Report, please contact Client Services on 1300 654 720.

Issue date: 18 October 2011

**Any reference in this Annual Report and your Annual Statement of Benefits to:**

**1st Super** means the 1st Super Master Plan Division of the Plan.

**1<sup>st</sup> Super Divisions** means the 1<sup>st</sup> Super Employer Division and 1<sup>st</sup> Super Personal Division.

**1st Super Employer Division** or **1st Super Employer Super** means the segment of 1st Super for employees of employers participating in the 1st Super Master Plan Division of the Plan.

**1st Super Personal Division** or **1st Super Personal Super** means the segment of 1st Super for personal members participating in the 1st Super Master Plan Division of the Plan.

**Adviser** means your financial adviser. For the purposes of this Annual Report we have assumed that you or your employer have appointed a financial adviser and that you have consented to that financial adviser being provided with access to your information. If you have not appointed a financial adviser please disregard any irrelevant references in this Annual Report and be assured that no information will be provided to a financial adviser without your consent. You should be aware that financial advisers are independent to the Trustee and the Trustee is not responsible for any information or services provided to you by your financial adviser.

**Client Services, Tranzact or Administrator** means Tranzact Superannuation Services Pty Ltd (ABN 33 056 524 522, AFS Licence No. 238385).

**Custodian** means Australian Executor Trustees Limited (ABN 84 007 869 794, AFS Licence No. 240023).

**Employer Plan** means a segment of 1st Super which is specific to an employer or group of employers participating in the 1st Super Master Plan Division of the Plan.

**Fund Manager** means the fund managers appointed by the Trustee for the Plan from time to time.

**Insurer** means MLC Limited (ABN 90 000 000 402, AFS Licence No. 230694).

**PDS** means the current product disclosure statement for the relevant Smartsave Division of Smartsave and any Supplementary PDS issued in respect to that PDS.

**Plan** or **Smartsave** means Smartsave 'Member's Choice' Superannuation Master Plan (Fund Registration No. R1001341). In this Annual Report and your Annual Statement of Benefits reference to the Plan or Smartsave includes 1st Super which is a division of the Plan.

**Promoter** or **GIS Concepts** means Group Insurance and Superannuation Concepts Pty Ltd (ABN 51 070 756 740, AFS Licence No. 245521).

**Scheme** means a segment of Smartsave specific to an employer or group of employers. Additional Scheme level information is provided in your Annual Statement of Benefits (where applicable).

**SIS Act** means the *Superannuation Industry (Supervision) Act 1993* as amended from time to time.

**SIS Legislation** means the SIS Act and the SIS Regulations.

**SIS Regulations** means the *Superannuation Industry (Supervision) Regulations* as amended from time to time.

**Trustee** means Tidswell Financial Services Ltd (ABN 55 010 810 607, AFS Licence No. 237628, RSE Licence No. L0000888).

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
INTRODUCTION	1
INVESTMENTS	3
INFORMATION ON INVESTMENT OPTIONS	3
PLAN INVESTMENTS	10
FINANCIAL SUMMARY	11
INTERNET ACCESS	12
PLAN INFORMATION	13
TAXATION	18
SUPERANNUATION DEVELOPMENTS	26
OTHER IMPORTANT INFORMATION	27

For full details on how Smartsave works, including investing, fees, insurance and accessing your benefits, please refer to the PDS.

**This is available from your Adviser or can be downloaded from Smartsave's website at [www.smartsavesuper.com](http://www.smartsavesuper.com).**

# INTRODUCTION

The Trustee is pleased to present its Annual Report to 1<sup>st</sup> Super members for the year ended 30 June 2011.

This Annual Report brings you up-to-date with 1<sup>st</sup> Super's operations during the 2010/11 financial year and provides information on the management, financial condition and investment performance of 1st Super. You should have received your Annual Statement of Benefits which provides details of your benefit entitlements as at 30 June 2011. This Annual Report and your Annual Statement of Benefits should be read in conjunction with each other because they form your periodic information for the year ended 30 June 2011.

This Annual Report provides information that is relevant to:

- all members of 1st Super; and
- the 1<sup>st</sup> Super Divisions.

Scheme level information is provided in the Annual Statement of Benefits, along with details of your benefit entitlements as at 30 June 2011.

We hope you find this Annual Report informative. If you have any questions about this Annual Report, your benefits or about Smartsave, please contact the Promoter (contact details below), your Adviser or Client Services (contact details below).

*The Promoter's contact details are as follows:*

Group Insurance & Superannuation Concepts Pty Ltd  
Level 6, 369 Royal Parade  
PARKVILLE VIC 3052

Telephone (03) 9347 6576  
Facsimile (03) 9348 2726  
Website [www.smartsavesuper.com](http://www.smartsavesuper.com)

*Client Services' contact details are as follows:*

Administration Manager  
Tranzact Superannuation Services Pty Ltd  
PO Box 20314  
World Square  
SYDNEY NSW 2002

Telephone (02) 9236 5600  
Toll free 1300 654 720  
Facsimile (02) 9236 5699  
E-mail [smartsave@tranzact.com.au](mailto:smartsave@tranzact.com.au)

You should be aware that none of the Trustee, Custodian, Promoter, Administrator, Insurer nor any of the stated Fund Managers nor any of their respective subsidiaries or their respective officers guarantees the capital invested by investors, the performance of the specific investments available or your account generally.

## **The Trustee**

The Trust Company (Superannuation) Limited was the Trustee from 1 July 2010 until 21 February 2011 when it retired. Tidswell Financial Services Ltd (ABN 55 010 810 607, AFS Licence No. 237628, RSE Licence No. L0000888) was appointed Trustee of Smartsave on that date.

The Trustee has been granted a Registrable Superannuation Entity (**RSE**) licence by the Australian Prudential Regulation Authority (**APRA**) which enables it to act as a trustee of a regulated superannuation fund. Smartsave is a regulated superannuation fund and the Trustee is responsible for ensuring that it is operated in accordance with Smartsave's trust deed and the relevant legislative requirements. The Trustee is also the issuer of this Annual Report.

The board of directors of the Trustee as at 30 June 2011 were:

### **Directors**

Michael Terlet AO (appointed 19 April 1991)  
Graham Duncan (appointed 30 September 1999)  
Stephen Heath (appointed 14 May 1999)  
Jeffrey Tidswell (appointed 11 May 1988)

### **Secretary**

Jeffrey Tidswell (appointed 11 May 1988)

### **Compliance statement**

The Trustee intends to operate Smartsave at all times as a regulated superannuation fund as that term is defined in the SIS Act. Compliance with the SIS Legislation entitles Smartsave to receive special tax treatment. The Trustee is unaware of any events that could jeopardise Smartsave's compliance status and has not had any penalties imposed on it under section 38A of the SIS Act.

The Trustee has taken out professional indemnity insurance to protect it from certain liabilities subject to the terms and conditions of the relevant insurance policy.

# INVESTMENTS

Smartsave's investment strategy is aimed at offering a broad range of investment options to allow you to structure an investment portfolio that meets your long-term investment needs and risk tolerance for your superannuation in the context of your other investments.

The investment options available to members participating in 1st Super are as follows:

<b>MANAGED CASH</b>
<b>CAPITAL STABLE</b>
<b>DIVERSIFIED</b>
<b>GROWTH</b>
<b>AUSTRALIAN SHARES</b>
<b>INTERNATIONAL SHARES</b>
<b>WILSON HTM GROWTH FUND</b>
<b>UBS GLOBAL BALANCED INCLUDING PROPERTY</b>
<b>AUSTRALIAN ETHICAL BALANCED TRUST</b>
<b>BANK OF QUEENSLAND DEPOSIT ACCOUNT*</b>

*\*\* Please note this investment option is only available to former members of the AIAA Universal Superannuation Fund.*

The investment profile, including the investment objective and strategy of each investment option relevant to 1st Super, is set out in this Annual Report. The value of your investment is determined by reference to unit prices applicable to the investment option that your account is invested in.

## Information on the investment options

This information below does not take into account your personal investment objectives, financial situation or particular needs. We recommend you seek professional financial advice from an appropriately licensed or authorised adviser before making any investment decision. To assist you in reading the investment profiles, we have provided below an example of one option, with an explanation of the information provided. Information is shown as at 30 June 2011 (unless otherwise specified).

## How to read the investment options

<b>Name of Product</b>	<b>Managed Cash (Russell Australian Cash Enhanced Fund***)</b>	This is the name of the investment option that will appear on reports and statements.																											
<b>Name of Fund Manager(s)</b>	Russell Investment Management Limited	This is the underlying Fund Manager(s) used for this investment option.																											
<b>Investment Objective</b>	To aim to provide a total return, before costs and tax, higher than the Fund's benchmark over the medium term by providing exposure to a diversified portfolio of predominantly Australian dollar investment grade cash and cash equivalents.	Describes the goals of the investment option. Objectives are guidelines only and may not be met. They are not a promise or guarantee of any particular return or benefit.																											
<b>Investment Strategy</b>	The Fund invests predominantly in bank deposits, money market instruments (including but not limited to bank bills and certificates of deposit), corporate floating rate notes and asset backed and mortgage backed securities. Derivatives and fixed rate corporate debt may also be used. The Fund may be exposed to non-Australian dollar denominated cash and cash equivalent securities. Any foreign currency exposures will be largely hedged back to Australian dollars.	This outlines how the investment option is managed and where it invests to achieve its investment objective.																											
<b>Suggested Minimum Timeframe</b>	1+ year	This describes the suggested minimum investment period. It is a guideline only. We recommend you regularly review the appropriateness of the timeframes to your needs with your financial adviser.																											
<b>Risk/Return Profile</b>	Low	This is a general assessment of the investment option's relative risk level and expected return based on historical performance of asset sectors in which the investment option invests. More information about risks is contained in the PDS.																											
<b>Asset Allocation</b>	<table border="1"> <thead> <tr> <th></th> <th>30/06/11 (%)</th> <th>30/06/10 (%)</th> </tr> </thead> <tbody> <tr> <td>Australian shares</td> <td>0</td> <td>0</td> </tr> <tr> <td>International shares</td> <td>0</td> <td>0</td> </tr> <tr> <td>Property</td> <td>0</td> <td>0</td> </tr> <tr> <td><b>Total growth assets</b></td> <td><b>0</b></td> <td><b>0</b></td> </tr> <tr> <td>Aust. fixed interest</td> <td>0</td> <td>0</td> </tr> <tr> <td>Int. fixed interest</td> <td>0</td> <td>0</td> </tr> <tr> <td>Cash*</td> <td>100</td> <td>100</td> </tr> <tr> <td><b>Total defensive assets</b></td> <td><b>100</b></td> <td><b>100</b></td> </tr> </tbody> </table>		30/06/11 (%)	30/06/10 (%)	Australian shares	0	0	International shares	0	0	Property	0	0	<b>Total growth assets</b>	<b>0</b>	<b>0</b>	Aust. fixed interest	0	0	Int. fixed interest	0	0	Cash*	100	100	<b>Total defensive assets</b>	<b>100</b>	<b>100</b>	This provides information of the actual asset allocation of the investment option as at 30 June 2010 and 30 June 2011. Asset allocations can change from time to time, in accordance with applicable benchmarks, due to market movements and investment positions taken by the underlying fund manager(s).
	30/06/11 (%)	30/06/10 (%)																											
Australian shares	0	0																											
International shares	0	0																											
Property	0	0																											
<b>Total growth assets</b>	<b>0</b>	<b>0</b>																											
Aust. fixed interest	0	0																											
Int. fixed interest	0	0																											
Cash*	100	100																											
<b>Total defensive assets</b>	<b>100</b>	<b>100</b>																											
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	This shows the compound average annualised performance returns of the option for 5 years (or since inception) to 30 June 2011.																											
Or since inception date (DD/MM/YYYY)	3.5% (29/06/2007)**	<b>Past performance is not a reliable indicator of future performance.</b> 'Since inception' is defined as the period since the unit price was first struck. It is only shown if the investment option has less than 5 years of performance.																											
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		This shows the annual rate of return for the investment option to each 30 June. More recent performance information is available from the Promoter's website, <a href="http://www.smartsavesuper.com.au">www.smartsavesuper.com.au</a> .																											
	2007 N/A	<b>Past performance is not a reliable indicator of future performance.</b>																											
	2008 5.1%																												
	2009 3.5%																												
	2010 2.2%																												
	2011 3.2%																												

Investment returns are after payment of transaction costs, government charges, taxes and duties and charges relating to the management of investment of Plan assets. Other fees and costs apply, which have not been taken into account. Any underlying investment funds or managers shown are for illustrative purposes only and are not intended to indicate any ability on the part of members to select the underlying investments or managers.

\* The cash allocation is invested with an external fund manager in a cash management fund that preserves capital through prudent management of investments in prime quality, short-term money market securities.

\*\* Please note that the inception date for this investment option reflects the date that the 1st Super Master Plan became a division of the Plan via a successor fund transfer. This is the date from which performance returns at the Plan level can be calculated.

\*\*\* Please refer to [russell.com.au](http://russell.com.au) for latest information on Russell funds.

	<b>Capital Stable (Russell Conservative Fund**)</b>	
<b>Fund Manager</b>	Russell Investment Management Limited	
<b>Investment Objective</b>	To aim to provide investors with exposure to a diversified mix of predominantly defensive assets and some growth orientated assets with low volatility.	
<b>Investment Strategy</b>	The Fund typically invests in a diversified portfolio mix with exposure to growth investments around 30% and defensive investments around 70%. Derivatives may be used to implement investment strategies.	
<b>Suggested Minimum Timeframe</b>	3+ years	
<b>Risk/Return Profile</b>	Low/Medium	
<b>Asset allocation</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
Australian shares	13.0	13.0
International shares	8.3	8.0
Property	4.8	5.0
Alternatives	2.9	1.0
<i>Total growth assets</i>	<b>29.0</b>	<b>27.0</b>
Aust. fixed interest	19.3	19.0
Int. fixed interest	24.0	24.0
Cash	27.7	30.0
<i>Total defensive assets</i>	<b>71.0</b>	<b>73.0</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	
Or since inception date (DD/MM/YYYY)	2.1% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		
2007	N/A	
2008	-4.1%	
2009	-2.8%	
2010	9.8%	
2011	6.2%	

	<b>Diversified (Russell Diversified 50 Fund**)</b>	
<b>Fund Manager</b>	Russell Investment Management Limited	
<b>Investment Objective</b>	To aim to provide investors with exposure to a diversified mix of defensive and growth orientated assets with some volatility.	
<b>Investment Strategy</b>	The Fund typically invests in a diversified portfolio mix with exposure to growth investments around 50% and defensive investments around 50%. Derivatives may be used to implement investment strategies.	
<b>Suggested Minimum Timeframe</b>	3+ years	
<b>Risk/Return Profile</b>	Medium	
<b>Asset allocation</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
	21.6	20.0
	19.6	19.0
	5.4	5.0
	3.4	0.9
	<b>50.0</b>	<b>44.9</b>
	16.2	16.5
	17.3	17.8
	16.5	20.8
	<b>50.0</b>	<b>55.1</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	
Or since inception date (DD/MM/YYYY)	0.1% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		
	N/A	
	-8.1%	
	-7.1%	
	9.5%	
	7.1%	

Investment returns are after payment of transaction costs, government charges, taxes and duties and charges relating to the management of investment of Plan assets. Other fees and costs apply, which have not been taken into account. Any underlying investment funds or managers shown are for illustrative purposes only and are not intended to indicate any ability on the part of members to select the underlying investments or managers.

\* Please note that the inception date for this investment option reflects the date that the 1st Super Master Plan became a division of the Plan via a successor fund transfer. This is the date from which performance returns at the Plan level can be calculated.

\*\* Please refer to [russell.com.au](http://russell.com.au) for latest information on Russell funds.



	<b>Growth (Russell Balanced Fund**)</b>	
<b>Fund Manager</b>	Russell Investment Management Limited	
<b>Investment Objective</b>	To aim to provide investors with exposure to a diversified mix of predominantly growth orientated assets with moderate to high volatility and some defensive assets.	
<b>Investment Strategy</b>	The Fund typically invests in a diversified portfolio mix with exposure to growth investments around 70% and defensive investments around 30%. Derivatives may be used to implement investment strategies.	
<b>Suggested Minimum Timeframe</b>	5+ years	
<b>Risk/Return Profile</b>	Medium/High	
<b>Asset allocation**</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
Australian shares	30.3	31.4
International shares	27.1	26.6
Property	5.4	5.4
Alternatives	7.8	2.6
<i>Total growth assets</i>	<b>70.6</b>	<b>66.0</b>
Aust. fixed interest	11.3	12.5
Int. fixed interest	13.2	13.5
Cash	4.9	8.0
<i>Total defensive assets</i>	<b>29.4</b>	<b>34.0</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	
Or since inception date (DD/MM/YYYY)	-1.9% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		
2007	N/A	
2008	-12.2%	
2009	-13.5%	
2010	12.3%	
2011	8.2%	

	<b>Australian Shares (Russell Australian Shares Fund**)</b>	
<b>Fund Manager</b>	Russell Investment Management Limited	
<b>Investment Objective</b>	To provide an exposure to a diversified portfolio of Australian shares that provides a return before fees, charges and taxes that outperforms the S&P/ASX 300 Accumulation Index over the longer term.	
<b>Investment Strategy</b>	The Fund invests predominantly in shares and unit trusts listed or about to be listed on the Australian Stock Exchange. Derivatives may be used to obtain or reduce exposure to securities and markets, to implement investment strategies (including short selling) and to manage risk.	
<b>Suggested Minimum Timeframe</b>	5+ years	
<b>Risk/Return Profile</b>	Very High	
<b>Asset allocation**</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
Australian shares	96.5	96.4
International shares	0	0
Property	0	0
Alternatives	0	0
<i>Total growth assets</i>	<b>96.5</b>	<b>96.4</b>
Aust. fixed interest	0	0
Int. fixed interest	0	0
Cash	3.5	3.6
<i>Total defensive assets</i>	<b>3.5</b>	<b>3.6</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	
Or since inception date (DD/MM/YYYY)	-3.4% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		
2007	N/A	
2008	-14.2%	
2009	-17.0%	
2010	12.0%	
2011	8.6%	

Investment returns are after payment of transaction costs, government charges, taxes and duties and charges relating to the management of investment of Plan assets. Other fees and costs apply, which have not been taken into account. Any underlying investment funds or managers shown are for illustrative purposes only and are not intended to indicate any ability on the part of members to select the underlying investments or managers.

\* Please note that the inception date for this investment option reflects the date that 1st Super became a division of the Plan via a successor fund transfer. This is the date from which performance returns at the Plan level can be calculated.

\*\* Please refer to [russell.com.au](http://russell.com.au) for latest information on Russell funds.

	<b>International Shares (Russell Int'l Shares Fund**)</b>		<b>Wilson HTM Growth Fund</b>	
<b>Fund Manager</b>	Russell Investment Management Limited		Wilson HTM Investment Group	
<b>Investment Objective</b>	To aim to provide a total return, before costs and tax, higher than the Fund's benchmark over the long term by providing exposure to a diversified portfolio of predominantly international shares.		To provide a long - term investment return that exceeds CPI by 3% per annum in three out of four rolling five year periods.	
<b>Investment Strategy</b>	The Fund invests predominantly in a broad range of international shares listed on stock exchanges in developed international markets (such as countries included in the Russell Developed Large Cap Index). The Fund may also be exposed to emerging market equity securities. Derivatives may be used to obtain or reduce exposure to securities and markets, to implement investment strategies and to manage risk.		Investments are spread across growth and defensive assets. This strategy is implemented by investing in a range of asset classes.	
<b>Suggested Minimum Timeframe</b>	5+ years		4 to 5 years	
<b>Risk/Return Profile</b>	Very High		High	
<b>Asset allocation</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
Australian shares	0	0	80.1	74.3
International shares	97.6	98.2	0	0.9
Property	0	0	0	0
<b>Total growth assets</b>	<b>97.6</b>	<b>98.2</b>	<b>80.1</b>	<b>75.2</b>
Aust. fixed interest	0	0	9.0	9.21
Int. fixed interest	0	0	0	0
Cash	2.4	1.8	10.9	15.6
<b>Total defensive assets</b>	<b>2.4</b>	<b>1.8</b>	<b>19.9</b>	<b>37.3</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A		N/A	
Or since inception date (DD/MM/YYYY)	-8.8% (29/06/2007)*		-2.2% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>				
2007	N/A		N/A	
2008	-21.1%		-21.6%	
2009	-19.7%		-3.6%	
2010	5.2%		10.4	
2011	3.4%		9.0%	

Investment returns are after payment of transaction costs, government charges, taxes and duties and charges relating to the management of investment of Plan assets. Other fees and costs apply, which have not been taken into account. In relation to the International Share Fund, any underlying investment funds or managers shown are for illustrative purposes only and are not intended to indicate any ability on the part of members to select the underlying investments or managers.

\* Please note that the inception date for this investment option reflects the date that 1st Super became a division of the Plan via a successor fund transfer. This is the date from which performance returns at the Plan level can be calculated.

\*\* Please refer to [russell.com.au](http://russell.com.au) for latest information on Russell funds.

	<b>UBS Global Balanced including Property</b>	
<b>Fund Manager</b>	UBS Wealth Management Australia Limited	
<b>Investment Objective</b>	The Model Portfolio aims to provide a balance of income and capital growth from investment in cash, fixed interest, equities and property over the medium to long term.	
<b>Investment Strategy</b>	<p>This strategy is best suited to investors seeking to achieve returns from a mix of growth and income producing assets. Investment returns will fluctuate over the shorter term, including the possibility of a negative return in some periods.</p> <p>The model portfolio is a medium to moderately high risk investment strategy and should be viewed over at least a three to five year period.</p>	
<b>Suggested Minimum Timeframe</b>	3 to 5 years	
<b>Risk/Return Profile</b>	Medium/High	
<b>Asset allocation</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
Australian shares	39.0	30.0
International shares	25.0	30.0
Property	6.0	10.0
<i>Total growth assets</i>	<b>70.0</b>	<b>70.0</b>
Aust. fixed interest	17.0	15.0
Int. fixed interest	8.0	7.5
Cash	5.0	7.5
<i>Total defensive assets</i>	<b>30.0</b>	<b>30.0</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	
Or since inception date (DD/MM/YYYY)	-3.5% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		
2007	N/A	
2008	-15.8%	
2009	-4.3%	
2010	3.9%	
2011	2.7%	

	<b>Australian Ethical Balanced Trust</b>	
	Australian Ethical Investment Limited	
	To provide investors with a balance between capital growth and a moderate level of income through a diversified portfolio of assets that supports the Australian Ethical Charter.	
	The portfolio includes: Interest-bearing securities such as investment-grade corporate and sovereign bonds; high-grade mortgage-backed securities; bank debt and private loans; domestic and international shares focusing on larger, mature companies generally paying franked dividends; property, either fully owned, listed or unlisted with stable tenancies and strong lease terms.	
	3 to 5 years or more	
	Medium	
	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
	26.8	26.2
	12.9	14.5
	10.7	11.2
	<b>50.4</b>	<b>51.9</b>
	41.8	41.2
	0	0
	7.8	6.9
	<b>49.6</b>	<b>48.1</b>
	N/A	
	-2.7% (29/06/2007)*	
	N/A	
	-9.3%	
	-4.9%	
	2.0%	
	1.9%	

Investment returns are after payment of transaction costs, government charges, taxes and duties and charges relating to the management of investment of Plan assets. Other fees and costs apply, which have not been taken into account.

\* Please note that the inception date for this investment option reflects the date that 1st Super became a division of the Plan via a successor fund transfer. This is the date from which performance returns at the Plan level can be calculated.

	<b>Bank of Queensland Deposit Account</b>	
<b>Fund Manager</b>	Bank of Queensland	
<b>Investment Objective</b>	To provide a low risk investment while members determine their long term objective which best suits their individual needs.	
<b>Investment Strategy</b>	Invest in an Australian bank in an interest bearing account.	
<b>Suggested Minimum Timeframe</b>	0 to 2 years	
<b>Risk/Return Profile</b>	Low	
<b>Asset allocation</b>	<b>30/06/11(%)</b>	<b>30/06/10 (%)</b>
Australian shares	0	0
International shares	0	0
Property	0	0
<i>Total growth assets</i>	0	0
Aust. fixed interest	0	0
Int. fixed interest	0	0
Cash	100	100
<i>Total defensive assets</i>	<b>100</b>	<b>100</b>
<b>5 Year Compound average annualised returns to 30 June 2011 (% pa):</b>	N/A	
Or since inception date (DD/MM/YYYY)	3.5% (29/06/2007)*	
<b>Annual rate of return for 12 months to 30 June (% pa):</b>		
2007	N/A	
2008	4.2%	
2009	3.9%	
2010	2.7%	
2011	3.3%	

*Investment returns are after payment of transaction costs, government charges, taxes and duties and charges relating to the management of investment of Plan assets. Other fees and costs apply, which have not been taken into account.*

*\* Please note that the inception date for this investment option reflects the date that 1st Super became a division of the Plan via a successor fund transfer. This is the date from which performance returns at the Plan level can be calculated.*

## PLAN INVESTMENTS

Set out below is certain information about Smartsave's investments as a whole.

### Investments held representing more than 5% of Plan assets

At 30 June 2011, the following investment products each held 5% or more of Smartsave's assets.

<b>Investment Product</b>	<b>Amount Invested</b>	<b>% of Plan Assets</b>
Macquarie True Index Australian Fixed Interest Fund	\$14,112,590	6.28%
UBS Cash Fund	\$15,392,913	6.84%
van Eyk Blueprint Australian Shares Fund	\$20,046,965	8.91%
van Eyk Blueprint Diversified Income Fund	\$14,217,660	6.32%
van Eyk Blueprint International Shares Fund	\$15,415,083	6.85%
Russell Diversified 50 Fund - Class A	\$15,851,413	7.05%
AFMC PST - Sector Link Australian Equity Unit	\$11,305,405	5.03%
AFMC PST - Sector Link Growth Unit	\$12,841,995	5.71%

### Investment in Derivatives

Derivatives are investments that derive their value from an underlying asset or asset class (for example, an option to purchase a share at a particular price some time in the future).

The Trustee does not intend to directly invest in any futures, options or other similar investments. However, where applicable, the underlying fund managers may use such investments indirectly as a hedging device to help protect the value of assets against a significant decline in investment markets.

If you wish to obtain further information in respect of whether an underlying fund manager uses derivatives, you should refer to the relevant section in the PDS for the specific investment option. You can access this PDS on Smartsave's website ([www.smartsavesuper.com](http://www.smartsavesuper.com)) or you can contact Client Services on 1300 654 720 and request that a hard copy be sent to you via mail free of charge.

# FINANCIAL SUMMARY

Set out below is an abridged version of Smartsave's unaudited Financial Statements for the year ended 30 June 2011.

<b>SUMMARY STATEMENT OF FINANCIAL POSITION AS AT 30 JUNE 2011</b>		
<b>Item</b>	<b>2011 (unaudited) \$'000</b>	<b>2010 (audited) \$'000</b>
<b>Assets</b>		
Investments	211,136	209,184
Other assets	13,545	19,748
<b>Total</b>	<b>224,681</b>	<b>228,932</b>
<b>Less Liabilities</b>		
Income tax liabilities	170	345
Other liabilities	2,293	3,197
<b>Total</b>	<b>2,463</b>	<b>3,542</b>
Equals net assets available to pay benefits	222,218	225,390
Represented by liability for accrued benefits	222,218	225,390
<b>Movement in Liability for Accrued Benefits</b>		
Opening balance	225,390	227,299
Increase in accrued benefits	24,766	36,899
Benefits paid	27,938	38,808
Closing Balance	222,218	225,390

<b>SUMMARY OPERATING STATEMENT FOR THE YEAR ENDED 30 JUNE 2011</b>		
<b>Item</b>	<b>2011 (unaudited) \$'000</b>	<b>2010 (audited) \$'000</b>
<b>Revenue</b>		
Gross investments income	14,455	21,588
Contributions and transfers from other funds	23,547	26,675
Other revenue	1,182	1,641
<b>Total</b>	<b>39,184</b>	<b>49,904</b>
<b>Less Expenses</b>		
Group life insurance premiums	5,945	2,854
General administration expenses	6,873	7,361
Income tax expense	1,600	2,790
<b>Total</b>	<b>14,418</b>	<b>13,005</b>
Equals benefits accrued as a result of operations	24,766	36,899

A copy of the full audited Financial Statements and auditor's report will be available on request to the Trustee via Client Services on 1300 654 720. It is expected that they will be available after 30 September 2011.

# INTERNET ACCESS

Smartsave provides a comprehensive online superannuation and pension administration system specifically developed for access via the internet.

Smartsave's administration is run via the internet and your account details can be accessed using a web browser. The information is 'live'. This means that you can access up-dated material as it is input into the system. If you don't have internet access you can still access information by contacting your Adviser or Client Services on 1300 654 720.

## ACCESSING YOUR DATA ONLINE

If you wish to access your information online observe the following steps:

1. You will need to have a valid email address
2. Using that email address, send an email to [smartsave@tranzact.com.au](mailto:smartsave@tranzact.com.au) requesting online access – ensure that you include your plan member number in the email subject line
3. A password will be system generated and sent to you by email at your email address
4. Access Smartsave's website at [www.smartsavesuper.com](http://www.smartsavesuper.com) and click on the icon, 'Member Login'
5. You will immediately be connected to the Smartsave online administration database
6. Type in your log-in details under the 'Login here' icon and this takes you to your 'home page', where all of your personal information is available to you.

## Adviser Access to Information

Smartsave's administration system is also designed to support the relationship between you and your Adviser. Where you have consented, your Adviser will also have access to your Smartsave information. There are separate avenues for accessing Smartsave's administration system, which means that both you and your Adviser can be looking at the same 'live' information while discussing retirement planning options.

# PLAN INFORMATION

Smartsave is a comprehensive superannuation arrangement that offers you a wide choice of contribution options. In addition, you can choose to have insurance cover for a range of death, terminal illness, total and permanent disablement and income protection benefits (depending on the Smartsave Division or Scheme you participate in). If you need any further information on these options, please contact your Adviser or Client Services on 1300 654 720 and refer to the PDS applicable to you.

## Fees and Costs

For information about the fees and costs that impacted your investment for the year ended 30 June 2011, you should refer to your Annual Statement of Benefits and the PDS.

## Member Protection

If at the end of a reporting period, the amount of your Smartsave account is less than \$1,000 and the amount includes or has included contributions made by an employer in accordance with superannuation legislation (**Superannuation Guarantee Contributions**), a certified agreement or industrial award (**Mandated Employer Contributions**), then the amount of certain fees and costs that can be deducted directly from your account is limited by legislation. Generally, the maximum amount of the relevant fees and costs that can be deducted from your account is the amount of the earnings allocated to your account balance in the relevant reporting period. If the relevant fees and costs are higher than the earnings allocated to your account you will receive a rebate to the value of the excess amount for that reporting period (this will appear as a member protection rebate on your Annual Statement of Benefits).

*Note: this protection does not extend to government charges, tax, insurance premiums and indirect fees deducted prior to the allocation of earnings to your account. Negative investment earnings can reduce your member's account even if your account is subject to member protection and, in certain circumstances, a \$10 administration fee may be applied.*

## Contributions

Contributions can generally include:

- employer contributions, including salary sacrifice contributions;
- member contributions, including personal deductible contributions and personal (after-tax) contributions;
- Government co-contributions; and
- amounts that may be contributed by you for the benefit of your spouse that may qualify for the spouse contributions tax offset (provided the eligibility criteria in tax legislation is met – for more information, see page 18 of this Annual Report).



Contributions can generally be made in the following circumstances:

<b>Age</b>	<b>Employer contributions</b>	<b>Member contributions</b>
<b>Under 65</b>	Any employer contributions can be made	Member contributions may be made by or for you
<b>65 to 69</b>	Mandated Employer Contributions (ie Superannuation Guarantee Contributions and contributions under a certified agreement or award) can be made  Other employer contributions can be made subject to the work test*	Member contributions can be made by you or on your behalf subject to the work test*  First Home Saver Account balances can be transferred into superannuation subject to certain conditions**
<b>70 to 74</b>	Mandated Employer Contributions can be made  Other employer contributions can be made subject to the work test*, provided contributions are received on or before the day that is 28 days after the end of the month in which you turn 75	Member contributions can be made by you subject to the work test*, provided contributions are received on or before the day that is 28 days after the end of the month in which you turn 75
<b>75 and over</b>	Only Mandated Employer Contributions can be made	Member contributions cannot be accepted

\* Eligibility to contribute is subject to you being gainfully employed on at least a part-time basis (gainfully employed meaning for at least 40 hours in a period of not more than 30 consecutive days in the financial year in which contributions are made).

\*\* Where you have a First Home Saver Account and you close the account, you can transfer the balance into superannuation (FHSA Contribution). Such a contribution can be accepted by Smartsave provided that you are less than 70 years of age. Any monies received as a FHSA Contribution will be treated as a non-concessional contribution for tax purposes and will count toward your non-concessional cap in the financial year it is received. For further information on the taxation aspects of Smartsave please refer to page 18 of this Annual Report.

In certain situations you can also contribute other amounts such as certain employer termination payments (payable directly by an employer), certain disablement amounts on settlement of a disability claim (outside of superannuation), proceeds from the sale of small business assets and superannuation sourced from foreign superannuation funds. If you are going to receive any of these amounts or are considering payment of them into superannuation, we recommend you obtain expert financial and taxation advice.

If the Trustee does not hold your tax file number (**TFN**) it cannot accept member contributions by you or on your behalf. Smartsave cannot accept certain contributions received as a single lump sum which are in excess of the non-concessional contributions limit (see page 20 of this Annual Report for more information about this).

Where the Trustee becomes aware that contributions made to Smartsave do not comply with the legislative requirements, the Trustee cannot accept them and is required to refund contributions within 30 days (or as soon as reasonably possible). Any refund may be adjusted for permissible investment fluctuations, administrative and transaction costs and insurance premiums.

## Government Co-contributions

Government co-contributions are payments made by the Government to the superannuation accounts of eligible low and middle income earners.

You will be eligible for the Government Co-contribution if:

- you make a personal super contribution from your after-tax income into Smartsave or another complying super fund or retirement savings account by 30 June (this does not include salary sacrifice contributions, personal tax deductible contributions, spouse contributions, or rolled over or transferred contributions);
- for the 2010/11 financial year, your total income is less than \$61,920, which includes your assessable income plus reportable fringe benefits less any deductions for carrying on a business. Your total income includes any reportable employer super contributions, including amounts you may have contributed to superannuation by way of salary sacrifice;
- 10% or more of your income is from employment or similar eligible activity, running a business or a combination of both (but for the purpose of determining the 10% rule, your income is not reduced by business deductions);
- you are less than 71 years old at the end of the year of income;
- you do not hold a disqualifying temporary resident visa at any time during the year (subject to specific exclusions); and
- you lodge your income tax return for the year in which you made the contribution.

The maximum Government Co-contribution payable in the 2010/11 financial year of \$1,000 is available to you if your total income is less than \$31,920, being the lower income threshold, and you make a personal (after tax) contribution of \$1,000 in the financial year. That is, the Government will match your personal (after tax) contribution by contributing \$1.00 for each dollar you contribute up to a maximum of \$1,000. The maximum Government Co-contribution payable is reduced as income increases, at the rate of 3.333 cents for each dollar over \$31,920, gradually reducing to nil if you who earn \$61,920, being the higher income threshold.

The Government has announced that these income thresholds will continue to apply for the 2011/12 financial year.

For further information about the Government Co-contribution go to [www.ato.gov.au](http://www.ato.gov.au).

## Rollovers and Transfers

Amounts can also be rolled over or transferred into your account from other complying superannuation funds, approved deposit funds or retirement savings accounts.

## Contributions splitting for Couples

Some contributions such as Superannuation Guarantee Contributions, salary sacrifice and personal tax deductible contributions (each termed **concessional contributions**) can be split between spouses. See page 19 of this Annual Report for more information about concessional contributions.

Please note that only 85% of concessional contributions may be split because contributions tax of 15% is applied to these contributions when they are paid into a superannuation fund. It is no longer possible to split non-concessional contributions including personal (after tax) contributions. The amount of concessional contributions which you split with your spouse also counts towards your concessional contributions cap (see page 19 of this Annual Report for more information about contributions caps).

You should also note that certain amounts in your account may not be split, such as benefits subject to a family law payment split or payment flags, rollovers from other funds or amounts used to start a pension. The Trustee also reserves the right to make whatever adjustments it considers necessary or appropriate to the amounts which are split.

Contributions made in the financial year prior to the financial year when the contributions splitting application is lodged can be split. You can also split contributions made in the year in which a transfer or rollover request is made. If you would like more information about contribution splitting, contact Client Services on 1300 654 720.

The transfer of a split amount to the spouse's superannuation account is not taxed as either a superannuation benefit nor as a superannuation contribution. However, it counts wholly as a taxable component for the spouse. This characterisation may impact the tax ultimately payable when a benefit is paid to the spouse.

## Pension Benefits

Smartsave provides you with the opportunity to receive an income stream in your retirement or the transition period leading to retirement (in the form of an income stream known as a Transition to Retirement Pension). When you are receiving a pension from Smartsave, the Government places certain minimums on the amount that must be paid, based on the balance of your pension account at 1 July each year. Please note that the Government halved the standard minimum pension amount in the second half of the 2008/09 financial year (subject to certain conditions) and extended this reduction to the 2009/10 and 2010/11 financial years as set out below. In its 2011/12 Federal Budget, the Government announced for the 2011/12 financial year the minimum rate of these pensions will be reduced by 25% of the standard rate. After that time it is proposed to return the minimum amount of pensions to the standard rate:

Age	Standard minimum amount	2008/09 to 2010/11 Financial Years	2011/12 Financial Year
Under 65	4%	2%	3%
65 to 74	5%	2.5%	3.75%
75 to 79	6%	3%	4.5%
80 to 84	7%	3.5%	5.25%
85 to 89	9%	4.5%	6.75%
90 to 94	11%	5.5%	8.25%
95 plus	14%	7%	10.5%

Where the minimum pension is not paid, there may be social security and taxation consequences.

## Insurance Benefits

Smartsave provides extensive insurance benefit options depending on the Division or Scheme you participate in, including:

- death benefits;
- terminal illness benefits;
- total and permanent disablement (**TPD**) benefits; and
- income protection benefits.

If you require further information about your insurance benefit options, please contact your Adviser or Client Services on 1300 654 720 and refer to the PDS. Some Divisions or Schemes provide automatic insurance cover (subject to eligibility criteria being met). If you have automatic cover you should be aware that the cover can cease in certain circumstances (for example, when you reach a maximum age or your employment status changes). In some circumstances cover will cease without any prior notification to you. Please refer to your PDS for further information. We recommend you speak to your Adviser or you obtain professional advice so you are aware of the circumstances in which your cover will cease.

You should carefully review the insurance information in your Annual Statement of Benefits to ensure that your current insurance arrangements through Smartsave satisfy your personal needs. For further information about the existing insurance arrangements, please refer to the PDS.

**IMPORTANT NOTE:** Please advise us immediately if any of your details change or if any information is incorrect on your Annual Statement of Benefits as this may affect the quantum of, or cover provided under, your insurance benefits.

### **Annual Statement of Benefits**

You should have received your Annual Statement of Benefits showing your 1<sup>st</sup> Super benefits and entitlements as at 30 June 2011.

### **Unit pricing**

Smartsave is a master trust that comprises a number of divisions. These divisions were created when a number of separate and individual superannuation funds were transferred into Smartsave. The unit pricing calculations which continue to apply to members' entitlements in Smartsave are unchanged from the methodology used in the previous funds. This means that within Smartsave different unit pricing methodologies are used in the various divisions. The valuations in Smartsave's 2011 Financial Statements are based on these different methodologies. The unit pricing policy will be considered as part of the broader restructure proposal in relation to Smartsave.

### **Deed Amendments**

The Trust Deed was amended with effect from 1 July 2010 to cater for non-lapsing, binding death benefit beneficiary nominations.

### **Anti-Money Laundering & Counter-Terrorism Financing (AML/CTF)**

You will be required to provide proof of identity prior to being able to access your benefits either as a lump sum or in the form of a pension in accordance with the customer identification and verification requirements under the AML/CTF legislation.

These requirements may also be applied by the Trustee from time to time in relation to the administration of your superannuation benefits as required or considered appropriate under the AML/CTF legislation. You will be notified of any requirements when applicable. If you do not comply with these requirements there may be consequences for you, such as a delay in, or non-payment of, your benefits.

The Trustee is also regulated by the Australian Transaction Reports and Analysis Centre (AUSTRAC) which has responsibility for the AML/CTF legislation. The Trustee is required to provide yearly compliance reports to AUSTRAC and notify AUSTRAC of suspicious transactions. This may involve the provision of personal information about you to AUSTRAC.

*Note: confirmation of your identity is also required when transferring superannuation benefits between superannuation funds under standardised transfer request processes applicable from 1 July 2007. Failure to provide necessary information may result in a delay in, or non-payment of, the transfer of your benefits.*

# TAXATION

This section gives a summary of the taxation rules, based on laws applicable at the time of writing this Annual Report. It is a general summary of the main taxation implications. The impact of the taxation rules on you personally will depend on your individual circumstances. For this reason, we strongly recommend you obtain professional taxation advice that takes into account your personal circumstances. If you require any factual information in respect of the tax on your investment applicable in the period prior to 1 July 2011, please refer to your Adviser or contact Client Services on 1300 654 720. Information is also available from the Australian Tax Office (ATO) website at [www.ato.gov.au](http://www.ato.gov.au).

## **Contributions – deductions and rebates**

### ***Employer Contributions***

- An employer is generally entitled to a full deduction for all contributions into Smartsave superannuation for the benefit of employees under age 75. However, one of a number of conditions must be met – it will be sufficient if the employee is engaged in producing the employer's assessable income. Contributions made within 28 days of the end of the month in which an employee turns 75 or which are required to be made under an industrial award or other prescribed arrangements (after age 75) may still be deductible.

### ***Deductible personal contributions***

- Where you are wholly self-employed or otherwise earn less than 10% of your assessable income, reportable employer super contributions and reportable fringe benefits from employment as an employee or similar activities, you are generally entitled to a full deduction for superannuation contributions provided you are under age 75 and certain conditions are met. You are subject to special rules if you are under 18. To obtain a deduction, you must lodge a section 290-170 notice of intention to claim a tax deduction (**Deduction Notice**) (previously referred to as an 82AAT notice) specifying the amount of the contribution the deduction is sought for and which must be submitted to the Trustee by the earlier of:
  - the day of lodgement of your tax return for the income year in which your contribution was made; or
  - the end of the income year following the year your contribution was made.

It is a condition for claiming a deduction that the Deduction Notice is acknowledged by the Trustee. The Trustee can refuse to acknowledge a Deduction Notice in certain circumstances, for example, where your account balance does not contain sufficient monies to meet the tax applicable to deductible contributions. A Deduction Notice may be invalid, and a deduction therefore unavailable, in certain circumstances including if you have used part or all of the account balance to commence a pension or you had made an application to split contributions with your spouse which the Trustee had not rejected.

### ***Spouse contributions tax offset***

- You may claim an 18% tax offset (up to a maximum of \$540 for an income year) for any superannuation contributions you make into Smartsave or another complying superannuation fund or retirement saving account by 30 June for the benefit of your spouse. The availability and amount of the tax offset depends upon your spouse's assessable income (adjusted to include reportable fringe benefits and reportable employer superannuation contributions – these include salary sacrifice contributions into superannuation), as detailed in the following table:

<b>Spouse assessable income (as adjusted)</b>	<b>Tax offset</b>
0 to \$10,800	18% of the lower of: (a) total spouse contributions for the year (b) \$3,000
Between \$10,801 and \$13,799	18% of the lower of: (a) total spouse contributions for the year (b) \$3,000 (reduced by \$1 for each \$1 that the spouse's adjusted assessable income is in excess of \$10,800)
\$13,800 and over	Nil

A spouse contributions tax offset is conditional upon both you and your spouse being Australian residents for tax purposes. A spouse contribution tax offset is not available for tax deductible contributions.

An extended definition of "spouse" applies for this tax purpose. The extended definition is the same as that outlined for superannuation law purposes in the section headed "Death benefits & nominated beneficiaries" on page 27. However, a spouse contribution tax offset is not available if you and your spouse are permanently separated, or the contribution is made to satisfy certain entitlements under the *Family Law Act 1975* (Cth).

### **Taxation of contributions**

Contributions are most commonly classified as either "concessional" or "non-concessional".

The ATO adopts a broad approach to what is regarded as a contribution. A payment of fund expenses by your employer could for example constitute an employer contribution for your benefit.

### **Concessional contributions and concessional contribution limit**

Concessional contributions include employer contributions and contributions made by self employed persons and certain other eligible persons for which a deduction applies.

Tax is payable by the Trustee on concessional contributions at a tax rate of 15%.

If concessional contributions to Smartsave and another superannuation entity for a financial year ending 30 June for you in total exceed \$25,000 (for the 2010/11 financial year, subject to indexation in future years), a further 31.5% tax will apply to the excess. **This 31.5% extra tax is payable by you.** To pay the extra tax, an amount may be released from a superannuation fund upon presentation of a valid release authority issued by the Australian Taxation Office (**ATO Release Authority**). Transitional arrangements apply until 30 June 2012 where, if you are aged 50 or over on the last day of the financial year, the limit on concessional contributions before the extra tax applies is increased to \$50,000 for the year.

From 1 July 2011 individuals who breach the concessional contributions cap by up to \$10,000 (not indexed) have the option of requesting that these excess contributions be refunded to them and taxed at their marginal rate instead of incurring excess contributions tax. This option is only available for the first breach commencing from 1 July 2011.

This measure will assist members who mistakenly breach the concessional contributions cap for the first time. But it does not address the ongoing problem faced by members who breach the cap each year because multiple employers are making compulsory Superannuation Guarantee payments.

The Government has confirmed that from 1 July 2012 a higher concessional contributions cap will apply for anyone 50 and over who has total superannuation balances of less than \$500,000. The higher cap for over 50s will always be \$25,000 above the standard cap, which applies to everyone.

When the general concessional cap increases because of indexation, the higher cap will increase by an additional \$25,000. Details of the calculation of the \$500,000 superannuation balance are currently being determined

### ***Non-concessional contributions and non-concessional contribution limit***

Non-concessional contributions include most member (after-tax) contributions.

If non-concessional contributions to Smartsave and another superannuation entity for a financial year ending 30 June for you in total exceed \$150,000 (for the 2010/11 financial year, subject to indexation in future years), tax of 46.5% will apply to the excess. **This 46.5% tax is payable by you.** An amount to pay this tax must be released from a superannuation fund upon presentation of an ATO Release Authority. Significantly, if you are under age 65 you can bring forward the non-concessional limit for the future 2 years, giving you a limit of \$450,000 over a 3 year period (for the 2010/11 financial year, subject to indexation in future years). A non-concessional contribution made in a single payment in excess of your non-concessional limit will not be accepted and will be returned.

**Importantly, note that** excess concessional contributions count towards the non-concessional contributions limit. This may cause the same contribution to exceed both the concessional and non-concessional contribution limits and therefore be subject to the ordinary 15% fund tax on concessional contributions, plus 31.5% excess concessional contributions tax, plus 46.5% excess non-concessional contributions tax.

Note: Spouse contributions will count towards the receiving spouse's non-concessional limit. Government Co-contributions, personal contributions made from certain proceeds from the disposal of qualifying small business assets up to a lifetime limit of \$1.205 million (for the 2011/12 financial year, subject to indexation) and personal contributions from proceeds from certain payments for personal injury resulting in permanent disablement made within 90 days of receiving the payment will not count towards the non-concessional contributions limit.

### ***Some other types of contributions***

There are other amounts that can be contributed to superannuation, for example, certain employer termination payments (payable directly by an employer), certain disablement amounts on settlement of a disability claim (received from outside of superannuation) and superannuation sourced from a foreign superannuation fund.

For information about the taxation treatment of these amounts we recommend you obtain appropriately qualified tax advice. Limits may also apply to these other types of contributions in excess of which greater amounts of tax become payable.

### **Taxation of Benefits (other than death benefits)**

Tax may be payable on a benefits paid to you depending largely on your age. In general, lump sum benefits paid to persons age 60 or over are tax free (if paid from a taxed source). Tax is often payable on lump sum benefits paid to you if you are under age 60, as outlined in the following table for the 2011/12 financial year. The taxation of pension benefits is discussed on page 21 of this Annual Report.

Age/status	Component and tax treatment for a Lump Sum
Age 60 or over	Both taxable and tax free components are tax free
Preservation age (age 55 for people born on or before 30 June 1960, increasing on a graduated basis to age 59 for people born after that)	Tax free component* is tax free. Taxable component** <ul style="list-style-type: none"> <li>• The first \$165,000*** is tax free</li> <li>• The amount above \$165,000*** is taxed but a tax offset limits tax to 16.5% (including Medicare levy).</li> </ul>
Less than preservation age	Tax free component* is tax free. Taxable component** is taxed but a tax offset limits tax to 21.5% (including Medicare levy)
<p>* <i>The tax free component consists of amounts such as the accumulation of non-concessional contributions, pre 1 July 1983 component and post 30 June 1994 invalidity component. If you would like more information about the calculation of these components contact Client Services on 1300 654 720.</i></p> <p>** <i>The taxable component is the balance of your benefit and consists of amounts such as the accumulation of concessional contributions and post 1983 investment earnings. The tax rate of 21.5% is also the rate at which the Trustee will be required to withhold tax from the taxable component assuming that you have quoted your TFN to the trustee for superannuation purposes. If you have not done so by the time of receiving a benefit from Smartsave then the Trustee will need to withhold tax at 46.5% - see below non-quotation of TFN discussion. If you would like more information about the taxable component and tax withholding, contact Client Services on 1300 654 720.</i></p> <p>*** <i>The \$165,000 benefit limit is a lifetime limit that is indexed in line with average weekly earnings each year in \$5,000 increments. The tax rate of 16.5% is also the rate at which the Trustee will be required to withhold tax from the taxable component in excess of \$165,000 assuming that you have quoted your TFN to the trustee for superannuation purposes. If you have not done so by the time of receiving a benefit from Smartsave then the Trustee will need to withhold tax at 46.5%. If you would like more information about the taxable component and tax withholding contact Client Services on 1300 654 720.</i></p>	

In addition, when any benefit is paid, it must comprise of both tax-free and taxable components, in the same proportions as your total benefit value. You cannot nominate to withdraw specific components of your benefit value. If the Trustee does not have your TFN at the time a benefit is paid, tax may need to be withheld from the taxable component at 46.5% - see below non-quotation of TFN discussion.

Tax is not generally payable when rolling over benefits from or to another complying superannuation fund or product (eg. pension) or where a terminal illness benefit is paid. However, a rollover of benefits from an untaxed fund may result in tax needing to be taken out of the rollover amount.

### **Taxation of pension benefits**

Generally, payments made from Smart Pensions will be treated as pension payments and taxed accordingly. If, where permissible, you elect for a payment to be treated as a lump sum payment for tax purposes, the payments will be taxed at ordinary lump sum benefit tax rates (see above).

Pension payments are divided into two components, a taxable component and a tax free component. Each pension payment you receive will be proportionately split between the taxable and tax free component of your benefit, equal to the proportion that these components made up of your total benefit value at the time the pension commenced. The taxation of pension payments will depend upon your age at the time you receive the pension payment and in particular, whether you



are over or under the age of 60. If you are age 60 or over, no tax is payable on the pension payments you receive, even though a component of the pension payment may be termed 'taxable'. If you are under the age of 60, the tax free component is paid to you tax free, regardless of your age. If you are over your preservation age (refer to page 27 of this Annual Report) and less than 60, the taxable component within each pension payment will be taxed at your marginal rate, plus Medicare Levy (currently 1.5%), however a 15% tax offset applies. If you are aged less than your relevant preservation age, the taxable component of each pension payment will be taxed at your marginal tax rate, plus Medicare Levy. In this instance, however, no tax offset is available, except if the pension recipient is permanently disabled the 15% tax offset is still available even if aged less than preservation age.

## **Taxation of death benefits**

### ***Payments to dependants for tax purposes***

A person who qualifies as a dependant for tax purposes can receive a death benefit as a pension or as a lump sum.

Where a death benefit is paid to a person who qualifies as a death benefit dependant for tax purposes (see below) as a lump sum (regardless of their age or the age of the deceased) the benefit will be tax free.

If a person who qualifies as a death benefit dependant for tax purposes receives a benefit as a pension, the tax paid depends upon the age of the deceased and the recipient.

<b>Age of deceased</b>	<b>Age of dependant</b>	<b>Tax</b>
60 or more	Any age	Both taxable and tax free components are tax free.
Below 60	60 or more	Both taxable and tax free components are tax free.
Below 60	Below 60	Tax free component is tax free.  Taxable component is taxed at marginal tax rates (up to 45%) plus Medicare levy (currently 1.5%), less a 15% tax offset

The above table demonstrates that if either the deceased member or the recipient dependant is aged 60 or more, pension payments will be tax free. Also, even if previously subject to tax, once the recipient death benefit dependant turns 60, pension payments will become tax free from that point. Other tax offsets (including the Senior Australian tax offset) may also be available depending on various factors such as your age. The Trustee can take into account certain rebates, tax offsets and the tax free threshold from tax it withholds, but before the Trustee can do so the recipient must complete a Tax File Number Declaration Form.

If a reversionary beneficiary decides to cease their income stream after the later of:

- 6 months of the death of a member; or
- 3 months after the grant of probate of the deceased member's estate,

the resulting lump sum commutation payment will, subject to any permitted extension of these timeframes, be taxed as an ordinary superannuation benefit payment and will be subject to the tax applicable to ordinary lump sum benefits (rather than as a death benefit lump sum) – see page 20 of this Annual Report. The amount of tax payable on any taxable component will be higher if Smartsave does not hold the recipient's TFN or the taxable component includes an untaxed element.

However, where a death benefit pension is paid to a child who was a death benefit dependant, a subsequent lump sum commutation of that pension up to or upon the child turning 25 years of age, or if the child is permanently disabled, at any time, is wholly tax free.

### ***Payments to non-dependants for tax purposes***

A death benefit paid to a person who is a non-dependant for death benefit tax purposes can generally only be paid as a lump sum. In this instance the tax free component (as outlined above) is tax free, whilst the taxable component is taxed but a tax offset limits tax to a maximum rate of 16.5%, inclusive of the Medicare levy. Where a non-dependant receives an insurance payout as part of the death benefit, a portion of this amount may be an element untaxed (relating to the future service period of the insurance amount). Any untaxed element of the taxable component of the death benefit will be taxable but a tax offset limits tax to a maximum rate of 31.5%, inclusive of Medicare levy. Tax required to be withheld on any taxable component may be at the rate of 46.5% if the Trustee does not hold the recipient's TFN.

### ***Payments to legal personal representatives of deceased estates***

Where a death benefit is received by the legal personal representative of a deceased estate, tax needs to be determined by the legal personal representative according to who is intended to benefit from the estate.

### ***Who is a death benefit dependant for tax purposes?***

A death benefit dependant for taxation purposes generally includes a spouse, a child under 18 and any other person who was financially dependent on, or in an interdependency relationship with, the deceased member. It generally does not include an adult child aged 18 or more (unless financially dependent on or in an interdependency relationship with the deceased).

An extended definition of "spouse" and "child" applies for these tax purposes. The extended definitions are the same as that outlined for superannuation law purposes in the section headed "Death benefits & nominated beneficiaries" on page 27.

Note that this definition of dependant for tax purposes differs from that applicable to a trustee's determination about the distribution of death benefits (see page 22 of this Annual Report for further information).

### **Income Protection Benefits**

Income protection insurance benefits are paid as taxable income and, like salary and wages, tax is withheld at your marginal tax rate. The tax is deducted from the benefit paid and the amount deducted remitted to the Australian Taxation Office. If the Trustee does not hold your TFN then tax is required to be withheld at 46.5%, being the top marginal tax rate plus Medicare levy.

### **Temporary Residents and Departing Australia Superannuation Payments (DASPs)**

From 1 April 2009, if you are a current or former temporary resident, the circumstances in which you can satisfy a condition of release and have benefits paid from Smartsave to you or your dependants may be limited to:

- the payment of a DASP – see below;
- the payment of benefits as a result of you becoming permanently incapacitated or suffering from a terminal medical condition; or
- the payment of benefits as a result of your death.

This effectively means that other general conditions of release (such as retirement, reaching preservation age, or reaching age 65) will no longer be available to you if you are a current or former temporary resident. There is an exception if you satisfied one of those conditions of release before 1 April 2009 and your benefit is still held in Smartsave.

You may be considered a temporary resident if you hold a temporary visa under the Migration Act 1958. However, the limited conditions of release do not apply to your benefits in Smartsave if you are an Australian or New Zealand citizen, a permanent resident of Australia or the holder of a retirement visa (subclasses 405 and 410). In these circumstances, you will be able to continue to access your superannuation benefits upon satisfying any relevant condition of release.

Unless your benefit is paid as a DASP, the usual Australian tax rates will apply.

### **DASP tax rates**

Tax on a DASP paid from Smartsave is at the following rates. This tax is withheld at the time of payment.

- Tax free component – Nil;
- Taxable component:
  - 35%; or
  - 45% on any untaxed element the benefit may include.

For further information regarding DASPs, please refer to the ATO website ([www.ato.gov.au](http://www.ato.gov.au)). You may also wish to obtain independent financial and taxation advice.

### **Payment of benefits to the Australian Tax Office (ATO)**

If you are a former temporary resident and do not claim your benefit entitlement within 6 months of becoming eligible to do so following final departure from Australia and your visa ending, the Trustee may be required to transfer your benefit to the ATO. Where your benefit has been paid to the ATO, you may apply to the ATO for access to your benefit. Interest does not generally accrue on benefits held by the ATO.

You should note that, where the Trustee transfers your benefits to the ATO, the Trustee will not issue an Exit Statement for you as the Trustee will rely on relief provided to it by the Australian Securities and Investments Commission (ASIC). However, if you contact us after the benefit has been transferred to the ATO, we will provide you with benefit information so that you may contact the ATO about your benefit.

### **Tax file numbers (TFNs)**

Under superannuation law, Smartsave is authorised to collect your TFN, which will only be used for lawful purposes.

These purposes may change in the future as a result of legislative change. The Trustee may disclose your TFN to another superannuation provider, when your benefits are being transferred, unless you request the Trustee in writing that your TFN not be disclosed to any other superannuation provider.

It is not an offence not to quote your TFN. However, we are required to tell you that giving your TFN to Smartsave will have the following advantages (which may not otherwise apply):

- Smartsave will be able to accept all contributions made by you which are permitted by the SIS Legislation;
- the tax on contributions to your superannuation account(s) will not increase (see details below);
- other than the tax that may ordinarily apply, no additional tax will be withheld when you start drawing down your superannuation benefits (see details below); and
- it will make it easier to trace different superannuation accounts in your name, making it easier to ensure that you receive all your superannuation benefits after you retire.

### ***Non-quotation of TFN - Impact on contributions and additional tax payable***

If the Trustee does not hold your TFN for superannuation purposes by the end of the year in which employer contributions are received, those contributions will be taxed in the fund at an additional 31.5%, on top of the ordinary 15% fund tax on concessional contributions. The Trustee may adopt whatever measures it considers appropriate to manage any tax liability that might arise on the part of Smartsave as a result of a TFN not being held, including deducting tax from concessional contributions as they are received or rejecting concessional contributions where allowed. A superannuation fund may (but is not obliged to) recover any additional tax paid by it in respect of your no-TFN contributions if subsequently provided with your TFN within 3 years after the year in which the contributions were received. The Trustee will make reasonable endeavours to recover such tax but does not guarantee it will do so in the event that you cease membership prior to the Trustee receiving your TFN.

The additional 31.5% tax does not apply if concessional contributions combined with any other taxable contributions for the financial year are in total \$1,000 or less **and** you held an interest in Smartsave prior to 1 July 2007.

Non-employer contributions are unable to be accepted if the Trustee does not hold your TFN and will be returned.

### ***Non-quotation of TFN - additional tax withholding from benefits paid***

If the Trustee does not hold your TFN at the time a benefit is paid then the Trustee is generally required to withhold tax at 46.5% from the taxable component of benefits, unless you are aged 60 or over, in which case tax is only required to be withheld from the untaxed element of the taxable component of the benefit.

### **Tax Deductions available to Smartsave**

The Trustee may be able to claim tax deductions for insurance premiums incurred (for example, for death and disablement cover) and other expenses relating to the operation of Smartsave.

### **Goods and Services Tax (GST)**

Smartsave's fees and costs may be subject to GST. However, Smartsave may be able to claim a Reduced Input Tax Credit (RITC) for GST paid on certain (but not all) expenses. This means that the actual cost to Smartsave is reduced.

### **Surcharge**

The Superannuation Contribution Surcharge payable by higher income members was abolished for contributions paid after 30 June 2005. However, there may still be a surcharge shown on your Annual Statement of Benefits in relation to a charge imposed from previous financial years. If the surcharge is applicable it is deducted from your account. Further general information on this is available on request.

# SUPERANNUATION DEVELOPMENTS

## THE 2011 FEDERAL BUDGET

The 2011 Federal Budget superannuation announcements focussed on four key areas:

- Higher superannuation caps for people aged 50 and over;
- A one-off option to refund excess concessional contributions;
- Reductions in the minimum amount for account based pensions; and
- Co-contribution income thresholds will not be indexed.

### **Higher Superannuation Caps for Anyone 50 and Over**

*Effective from 1 July 2012*

The Government has confirmed that from 1 July 2012 a higher concessional contributions cap will apply for anyone 50 and over who has total superannuation balances of less than \$500,000. The higher cap for over 50s will always be \$25,000 above the standard cap, which applies to everyone.

When the general concessional cap increases because of indexation, the higher cap will increase by an additional \$25,000. Details of the calculation of the \$500,000 superannuation balance are currently being determined.

### **One-off Option to Refund Excess Concessional Contributions**

*Effective from 1 July 2011*

From 1 July 2011 individuals who breach the concessional contributions cap by up to \$10,000 (not indexed) have the option of requesting that these excess contributions be refunded to them and taxed at their marginal rate instead of incurring excess contributions tax. This option is only available for the first breach commencing from 1 July 2011.

The Government will consult with the superannuation industry on how to implement this proposed measure.

### **Reduction in Minimum Amount for Account Based Pensions for 2011/12**

*Effective from 1 July 2011*

During the last three years the minimum amount of account based pensions and market linked income streams have been set at 50% of the 'standard rate' due to the impact of the Global Financial Crisis. For the 2011/12 financial year the minimum rate of these pensions will be reduced by 25% of the standard rate (refer the table on page 16). After that time it is proposed to return the minimum amount of pensions to the standard rate.

### **Directors Personally Liable for Superannuation Guarantee Contributions**

*Effective from 1 July 2011*

The director penalty regime will be extended to superannuation guarantee amounts, making directors personally liable for their company's failure to pay employee superannuation. The ATO will be given the power to commence recovery against directors under the director penalty regime, without providing a 21 day grace period, for superannuation guarantee contributions liabilities that remain unreported after three months of becoming due.

# OTHER IMPORTANT INFORMATION

## Preservation

Preservation is a legislative term that means your superannuation benefits must be retained in a superannuation fund, approved deposit fund or retirement savings account until you satisfy a condition of release under superannuation law. While your benefits are preserved they cannot be withdrawn as cash, but benefits can be transferred to another regulated fund at any time.

Under current legislation, all or part of your preserved benefits can be released if one of the following **Conditions of Release** is satisfied:

- you cease employment with a standard employer sponsor of the fund and your preserved benefit is less than \$200;
- you leave employment after age 60 (without necessarily retiring permanently);
- you turn 65 (whether you have retired or not);
- you permanently retire from the workforce i.e. work less than 10 hours per week after you reach your preservation age - which is currently age 55 but progressively increasing to 60 if you were born after 30 June 1960, as set out below:

<b>Preservation age table</b>	
<b>Date of birth</b>	<b>Preservation age</b>
Before 1 July 1960	55 years
1 July 1960 – 30 June 1961	56 years
1 July 1961 – 30 June 1962	57 years
1 July 1962 – 30 June 1963	58 years
1 July 1963 – 30 June 1964	59 years
After 30 June 1964	60 years

- you die;
- you are considered to be terminally ill and likely to die within the next 12 months;
- you become totally and permanently disabled;
- you suffer from temporary incapacity (you will only be able to access any income insurance benefit you may have);
- you experience severe financial hardship;
- on compassionate grounds acceptable to APRA;
- you reach your preservation age and take your benefits in the form of a non-commutable income stream (transition to retirement pension); or
- you are otherwise permitted by law (for example, upon presentation of an ATO Release Authority to a superannuation fund).

If you are a temporary visa holder you may have the option of taking your superannuation benefits with you when you permanently depart Australia. These measures do not apply if you are an Australian or New Zealand citizen, a permanent resident, or in certain circumstances where you retain the option of retiring in Australia. See page 24 of this Annual Report for more information.

## Death benefits & nominated beneficiaries

Smartsave generally provides you with benefits. Under Smartsave you can choose:

- whether or not to nominate a beneficiary to receive your superannuation benefit in the event of your death; and
- whether or not any nomination of beneficiary you make is binding on the Trustee.

The person or persons that you nominate to receive your benefit must be a person who is your legal personal representative or a dependant. A dependant under the SIS Legislation includes your spouse (including a same-sex or opposite-sex de facto spouse), a child, a person with whom you have an interdependency relationship, or a person who is financially dependent on you.

An “interdependency relationship” may exist between two people – whether or not related by family – if:

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

In addition, if a close personal relationship exists but the other requirements above are not satisfied because of a physical, intellectual or psychiatric disability (eg one person lives in a psychiatric institution suffering from a psychiatric disability), then an interdependency relationship may still exist.

For the purposes of superannuation law the definition of:

- “spouse” has been expanded to include a person (whether of the same sex or the opposite sex) with whom you are in a relationship that is registered under the laws of the State or Territory or with whom you live on a genuine domestic basis in a relationship as a couple, despite not being legally married; and
- “child” has also changed and now includes a child of a spouse (whether a spouse of the same sex or the opposite sex) and a child recognised under the Family Law Act 1975 (Cth).

This means that you can nominate a person who falls within these categories to receive your death benefit and you can take this person into consideration when considering your contributions strategies.

For non-binding nominations, the Trustee will take your wishes into account but has complete discretion in deciding who will receive the benefit and the amount they will receive. The Trustee may pay the benefit to one or more of your dependants in whatever proportion the Trustee sees fit or may pay it to your legal personal representative to be distributed as part of your estate.

For a non-lapsing binding death benefit nomination you should complete a Beneficiary Nomination form. Because your nomination will not automatically lapse, it is important that you periodically review your nomination to ensure you still wish us to pay the person(s) you have nominated. In addition, unlike a will, your non-lapsing nomination will not automatically become invalid in the event of marriage, divorce or any other life-changing event. We will include the details of your nomination as part of your annual member statement and you can also view your nomination online through Smartsave’s website at [www.smartsavesuper.com](http://www.smartsavesuper.com).

Where we have consented to your nomination, we will pay your benefit to the person(s) you have nominated as long as:

- the person(s) you have nominated are your dependants at the time of death; and
- your nomination has been made in writing and is signed by you in the presence of two witnesses who are over 18 years of age and not named as beneficiaries in your nomination.

A non-lapsing death benefit nomination can only be made by you in respect of your benefit. We will not accept a non-lapsing death benefit nomination made by an attorney or any other agent.

We generally can only consent to a nomination in respect of one or more of your dependants or legal personal representative. If we have consented to your nomination to pay one or more dependants and that nomination, or a part of it, is no longer valid at the time of payment, we will pay the non-valid portion of your death benefit to your legal personal representative (your estate).

The trustee will pay the valid portion of your benefit in accordance with that part of your nomination which is valid.

Please note the following:

1. Where a death benefit becomes payable under Smartsave which includes an amount payable from your investment portfolio, on receipt of a certified copy of the death certificate we will 'cash in' all of your investments and transfer the total amount (including any proceeds from insurance) to Smartsave Cash, pending payment to your estate or beneficiary(ies); and
2. Death benefits paid to non-dependants (for tax purposes) must generally be paid as a lump sum and will be subject to tax (including when the benefit is paid via your estate). A non-dependant for tax purposes includes a child aged 18 or more who is not financially dependent on you or in an interdependency relationship with you.

You should also note that death benefits paid to non-dependants (for tax purposes) must generally be paid as a lump sum and will be subject to tax (including when the benefit is paid via your estate).

Death benefits paid to people classified as dependants for tax purposes (including when the benefit is paid via your estate) are subject to tax in some circumstances - see page 23 of this Annual Report.

You should consult your Adviser or contact Client Services on 1300 654 720 for further information regarding the nomination of a beneficiary. As there may be tax implications, please discuss this with your Adviser (if applicable) or consider obtaining taxation advice.

#### *Completing and updating your nomination*

To nominate a beneficiary please complete the Beneficiary Nomination form. This is available from your Adviser, Client Services on 1300 654 720 or can be downloaded from Smartsave's website at [www.smartsavesuper.com](http://www.smartsavesuper.com). If you do not complete a Beneficiary Nomination form, your benefit will be paid by the Trustee to one or more of your dependants or your legal personal representative to be distributed as part of your estate, in whatever proportion the Trustee sees fit. In limited circumstances, where you do not have any dependants or a legal personal representative, the Trustee may determine to pay your death benefit to another person.

You may revoke or change your nomination at any time by writing to Client Services (contact details on page 1 of this Annual Report).

#### **Electronic Disclosure**

The Trustee is required to provide information to you regarding Smartsave, its investments and other relevant information.

We must either provide you with the relevant documents or, as a consequence of regulatory relief granted to the industry, provide the same level of information through electronic means. In order to satisfy our obligations, the following information is available to you on Smartsave's website at [www.smartsavesuper.com](http://www.smartsavesuper.com):

- a copy of the PDS;
- a copy of this Annual Report and future Annual Reports;
- where you select an investment option which has a product disclosure statement, a link to that product disclosure statement; and
- any other information the Trustee considers you should know.

In order to implement the electronic disclosure regime and comply with the regulatory relief provided by ASIC, it is a condition of your membership of Smartsave that you consent to receive this disclosure information electronically.



Once you have been accepted as a member, when you actively participate in Smartsave by taking any one of the following actions:

- making a subsequent investment selection, such as changing one or more of your investment option(s);
- rebalancing your investment portfolio;
- make additional contributions to Smartsave; or
- change your member profile, including change of name, address, insurance options etc,

we will act upon such instructions, subject to compliance with our legal obligations, provided that by taking such an action, you are agreeing to receive the relevant electronic information through Smartsave's website or any other electronic medium we nominate (whether or not you actually access the information electronically). You also agree to access the information prior to making decisions in relation to your Smartsave membership. We recommend that you consult with your Adviser (if applicable) or obtain appropriately qualified advice before making any decisions about your Smartsave membership.

All future disclosure information will be posted to Smartsave's website at [www.smartsavesuper.com](http://www.smartsavesuper.com). However, you may advise us if you would prefer the information to be provided to you in hard copy, in which case it will be sent to you in the mail.

If you fail to advise us of your preference, you will be presumed to have agreed to receive disclosure information through Smartsave's website. You may change your preference at any time by contacting Client Services on 1300 654 720.

This electronic disclosure process does not apply to your Annual Statement of Benefits and you will continue to receive this each year through the mail.

### **Illiquid investments**

Where an investment option you select is or becomes illiquid, a notice period greater than 30 days may be required in order for us to effect any transfer or rollover you may request.

A list of illiquid investments, the nature of and reason for the illiquidity and the estimated redemption period, is set out on Smartsave's website at [www.smartsavesuper.com](http://www.smartsavesuper.com). You should refer to the website regularly and before investing in any investment option to verify the current status of that option.

The Trustee reserves the right to refuse or delay implementing any request for a switch for whatever reason, including the occurrence of a materially adverse change or materially adverse significant event affecting the information in the relevant PDS (or an underlying product disclosure statement). Where we consider that such a refusal or delay is appropriate or necessary under the relevant law, we accept no liability for any losses incurred by you.

If a materially adverse change or materially adverse significant event occurs which affects the information in the relevant PDS (or an underlying product disclosure statement) and we continue to determine to invest monies received for you on or after the change or event is notified to us, we will notify you about your options as soon as practicable after the change or event occurs. Other changes affecting information in the relevant PDS (or an underlying product disclosure statement) may be available on Smartsave's website or through such other means as we consider appropriate.

We also reserve the right to close, terminate or split any other investment option which may become illiquid in the future and to invest contributions that otherwise would be paid into that option into another investment option as selected and determined by us.

## **Fees**

Commencing on 1 January 2012, the following fees will be adjusted for the percentage change in the Consumer Price Index (all groups index for Sydney) in the preceding 12 months as published by the Australian Statistician under the Census and Statistics Act 1905. If after its first publication for any reference period of time that Index is revised, use only the first publication. Pending publication of that Index for any period, the trustee must pay a fee at the rate payable for the period immediately before that 1 January and on that Index being published the Trustee must account to the Administrator for any shortfall without liability for interest.

- Member Fee
- Withdrawal/Exit Fee
- Investment Switch Fee
- Transfer Fee
- PDS Fee

## **Relationship between the Trustee and some service providers to the Fund**

The Trustee undertakes to disclose all service providers who are associates of the Trustee. It also undertakes to treat all service providers equally and fairly regardless of their association with the Fund.

Stephen Heath is a Director of the Trustee of Smartsave 'Member's Choice' Superannuation Master Plan and also a partner of the legal firm Wallmans. Wallmans may provide some legal services to the Fund and receives fees on commercial terms for its services.

## **Enquiries and complaints**

The Trustee has an established procedure for dealing with enquiries and complaints.

### **What is an Enquiry?**

An enquiry is a request to answer any question or provide further information in relation to Smartsave. The Trustee is obliged to provide you with any information you may reasonably require to understand your benefits. Where your enquiry is straightforward it may be able to be dealt with by your contact person, ie:

Administration Manager  
Tranzact Superannuation Services Pty Limited  
Level 5, 241 Castlereagh Street  
Sydney NSW 2000

Phone: (02) 9236 5600

Fax: (02) 9236 5699

Email: [admin@tranzact.com.au](mailto:admin@tranzact.com.au)

If you do not receive a satisfactory response within 28 days, you should immediately contact the Trustee contact via the Complaints Officer (see below).

### **What is a Complaint?**

A complaint is where you express dissatisfaction with some aspect of Smartsave's service to you or other decision relating to your interest in Smartsave.

Complaints are to be directed to the Trustee's Complaints Officer whose details are listed below. The Trustee has an internal dispute resolution system in place and all member complaints are reviewed. The Trustee will contact you within 90 days of the date the Trustee received your complaint.

Complaints Officer  
Tidswell Financial Services Ltd  
50 Hindmarsh Square  
Adelaide SA 5000

Phone: (08) 8223 1676

Fax: (08) 8232 1675

### **Superannuation Complaints Tribunal**

If you are not satisfied with the Trustee's handling of your complaint or the decision, or the Trustee fails to respond to the complaint to your satisfaction within 90 days, you may refer a complaint to the Superannuation Complaints Tribunal (**Tribunal**).

The Tribunal is an independent body set up by the Federal Government to assist members or beneficiaries to resolve certain types of complaints with trustees. You can telephone the Tribunal from anywhere in Australia on 1300 884 114. The postal address for the Tribunal is:

Superannuation Complaints Tribunal  
GPO Locked Bag 3060  
Melbourne VIC 3001

The Tribunal may be able to assist you to resolve your complaint, but only if you are not satisfied with the response resulting from the Trustee's handling of your complaint. The Tribunal cannot consider:

- complaints outside the Tribunal's jurisdiction, eg complaints about the general management of a fund;
- complaints that have not been dealt with by a fund's internal procedures; or
- complaints subject to Court proceedings.

If the Tribunal accepts your complaint, it will attempt to resolve the matter through conciliation, which involves assisting you and the Trustee in reaching a mutual agreement. If conciliation is unsuccessful, the complaint is referred to the Tribunal for a determination that is binding on all parties. However, a decision of the Tribunal may be appealed to the Administrative Appeals Tribunal or the Federal Court for review.

### **Financial Ombudsman Service**

If you are not satisfied with the Trustee's response to your complaint and the complaint is outside the Tribunal's jurisdiction, you may be able to refer your complaint to the Financial Ombudsman Service (**FOS**). FOS is an independent external dispute resolution organisation which provides free dispute resolution services in relation to the provision of financial services.

If FOS accepts your complaint, it will attempt to resolve your dispute through negotiation or conciliation. If a satisfactory resolution cannot be reached using these methods, a FOS Panel or Adjudicator may make a determination. Determinations are binding on the provider of the financial services, but not on you.

Before you can refer your complaint to FOS you must have raised the issue with your financial services provider first, and your provider has 45 days to respond to the complaint. Please note that FOS can only deal with complaints within its monetary limits. For more information on the monetary limits that apply, please call FOS on 1300 780 808 or visit [www.fos.org.au](http://www.fos.org.au).

To refer a complaint to FOS, you must complete a Dispute Form and lodge it, together with any other documents relevant to your complaint, with FOS. A Dispute Form is available for download at [www.fos.gov.au](http://www.fos.gov.au), or call 1300 780 808 to request a copy.

The contact details for FOS are:

Financial Ombudsman Service  
GPO Box 3  
Melbourne, Victoria 3001

Phone 1300 780 808  
Facsimile 03 9613 6399  
Email [info@fos.org.au](mailto:info@fos.org.au)  
Website [www.fos.org.au](http://www.fos.org.au)

### **Eligible rollover fund**

In some situations, the Trustee may transfer your benefit to an eligible rollover fund. These situations include:

- if you are a member of Smartsave Personal Super, when your account balance is below \$1,200;
- if you are a member of Smartsave Employer Super, when your account balance is below \$1,200 and the Trustee has not received a contribution for you in the preceding 12 months; or
- subject to the requirements in relation to transferring account balances to the ATO (see below), if the Trustee determines to treat you as a lost member, that is:
  - one or more written communications to you are returned unclaimed; or
  - no contribution or rollover has been paid into your account for five years.

Once your benefit has been paid to an eligible rollover fund you will no longer be a Smartsave member and all insurance cover will cease. An eligible rollover fund must protect your benefit from further erosion caused by administration costs charged directly to your account but your account value can reduce due to negative investment returns and taxes.

The eligible rollover fund used by the Trustee is the Super Eligible Rollover Fund (**SERF**). The contact details for SERF are:

Administration Manager  
Super Eligible Rollover Fund  
Tranzact Superannuation Services Pty Ltd  
PO Box 20314  
WORLD SQUARE  
SYDNEY NSW 2002

Telephone 02 9236 5600  
Facsimile 02 9236 5699

SERF has different fees, costs and investments to Smartsave. SERF does not provide insurance benefits. For more information about SERF, contact SERF for a copy of its product disclosure statement. You may apply to the eligible rollover fund for the payment or transfer of your benefit at any time.

### **Amounts transferred to the ATO**

From 1 July 2010, trustees are required to transfer the account balance of a 'lost' member (see above) to the ATO where:

- the account balance is under \$200; or
- the account has been inactive for 5 years and the trustee is satisfied that it will never be possible for the trustee (having regard to the information reasonably available to the it) to pay an amount to the member.

Former account holders will be able to reclaim their superannuation from the ATO at any time.

## **Privacy**

We are committed to protecting the privacy of the personal information that you provide to us and we only collect personal information from you that is necessary for us to provide assistance to you. We need to collect the personal information requested to provide us with sufficient information to process your application to join Smartsave or to manage your participation in Smartsave. If you do not provide this information, we may not be able to process your application.

We will not pass on your personal information to any other body, unless:

- the law requires us to do so;
- we believe your Adviser (if applicable) needs the information and you have previously consented to information being provided to your Adviser;
- the Promoter, or a sub-promoter appointed by the Promoter, needs to send you promotional material (if you do not wish to receive promotional material, please contact and advise us at any time); or
- we need to disclose your personal information to agents that provide administration or specialist services to us. We require our agents to keep any personal information about an investor confidential and to only use it for the purposes of providing services to them.

From time to time, we might also be required to disclose information concerning you or your account to:

- your employer, if your employer has agreed to participate in Smartsave;
- your spouse and/or their legal adviser where a valid request for information is received under government legislation;
- the trustee of another fund where you request benefits to be transferred from that fund to your account or where you request us to transfer your account benefits to another fund;
- an insurer providing insurance benefits to members, when we receive an application from you for the purpose of providing you with insurance cover, an insurance claim or a claim for superannuation benefits based on medical grounds. The insurer may refer your health information to their health and medical experts for consideration;
- any deposit-taking institution to allow for the electronic transfer of funds; and
- regulators such as ASIC, the ATO, APRA and AUSTRAC.

You can also tell us at any time not to pass on your personal information for certain purposes, by advising us in writing.

If you would like a copy of the Privacy Policy or you would like to access the personal information that we have collected from you, please contact the Privacy Officer on (08) 8223 1676. If you wish to lodge a complaint about privacy please contact the Privacy Officer on the above telephone number.

To find out more about rights and remedies for breaches of privacy, you can visit the Privacy Commissioner's website at [www.privacy.gov.au](http://www.privacy.gov.au) or contact the Privacy Commissioner's hotline on 1300 363 992.

## **Family Law and superannuation**

Your superannuation interests may be divided by formal agreement or by a Family Court order. Interests may be divided in the accumulation phase (pre-retirement) either as an agreed amount or percentage. Interests may also be divided in the payment phase (when you are in receipt of a pension) as a percentage of the regular pension payments or as a lump sum. Only superannuation interests of \$5,000 or above may be split.

As this legislation is complex, you should seek professional advice on the consequences of separation and divorce on your superannuation interests.

## Policy committees

All employers who contribute to Smartsave for more than 49 employees are required to form a policy committee. Each policy committee consists of an equal number of employee representatives and employer representatives and the Trustee must ensure, so far as practicable, that the policy committee meets at least once in each 12 month period and must provide facilities reasonably necessary to enable the committee to meet and to function properly.

The policy committee is designed to provide an avenue for members to make enquiries regarding the operation and performance of Smartsave, including the investment strategy and objectives and for the Trustee to obtain the views of the members in respect of Smartsave. The employer nominates the employer representatives. The employees nominate the employee representatives. If more employee representatives are nominated than there are vacancies, a ballot must be held to decide who shall be the employee representatives.

Policy committees must also be established where an employer has between 4 and 50 members and at least 5 members request in writing that a policy committee be established. If there is a policy committee at your place of employment, the names of your policy committee representatives will be included on your Annual Statement of Benefits.

## Further information

You are entitled to inspect certain documents associated with Smartsave's operation. These documents include Smartsave's annual returns, audited accounts, auditor's report and the trust deed. All requests for this information or other queries about your superannuation entitlements should be referred to:

Tidswell Financial Services Ltd  
50 Hindmarsh Square  
Adelaide SA 5000

Phone: (08) 8223 1676

Fax: (08) 8232 1675

### **Disclaimer**

*The intent of this Annual Report is to provide useful information, not investment or financial advice, and the information should not be construed as investment or financial advice. Each member is ultimately responsible for making his or her own investment decisions and obtaining whatever assistance he or she deems necessary. Neither the Trustee, the Custodian, the Promoter, the Administrator, the Insurer, any Fund Managers nor any service providers guarantee the investment returns in this Plan.*

*The information in this Annual Report is of a general nature only and is not intended to be a complete or definitive statement of all matters outlined in it. The Trustee does not recommend that any member make decisions concerning superannuation arrangements based solely on this Annual Report. Formal legal documents, called the governing rules, and relevant legislation ultimately govern the operation of Smartsave. The central document is Smartsave's trust deed. Should there be any discrepancies between the information in this Annual Report and the governing rules, the governing rules will prevail. Whilst all due care has been taken in the preparation of this Annual Report, the Trustee reserves the right to correct any errors or*