



Chairperson's report

The Minister for Financial Services and Superannuation, the Hon. Bill Shorten, has made the following appointments and re-appointments of part-time members to the Tribunal:

Jane Abbott, Michaela Anderson, Colin Cassidy, Noel Davis, Brian Lacey and Anne Shanahan have been re-appointed for four years.

John Evans, Paul Trigg, Litsa Tsitsis and Sue Walpole have been appointed for four years and Krystyna Hassall, Professor Justin Malbon, Lynda Purcell, Graham Rogers and Oscar Shub for three years.

All the appointment commenced on 9 February 2012.

I would like to acknowledge the hard work and contribution of the outgoing members:

John Hart and Paul Kierce were members of the Tribunal for 6 years and both made significant contributions as medical members on sometimes difficult disability claims. Jeff Humphries, also a member for six years, provided helpful and insightful

actuarial advice. Scott Ellis was our friend from the West and his legal expertise was highly valued. Janet Martin was a member for 8 years and wrote thoughtful and sensitive determinations. She was a great friend to the Tribunal.

Catherine Dean was a medical member for 10 years and her practical approach was appreciated. Diana Olsberg could always be relied on for straightforward opinions and articulate reasons. She was also a valued member for ten years.

The Tribunal owes a considerable debt to these outgoing members and our very best wishes go with each of them.

A brief background on each of the new members follows:

John Evans is a partner at law firm Donaldson Trumble and is Chairman of the Combined Fund and a director of legalsuper.

Krystyna Hassall was a director of Westscheme and is the external reviewer of Clough Superannuation Fund member complaints.

Prof. Justin Malbon is a Professor at the Law School at Monash University and is an admitted Barrister and Solicitor. He is a

panel member of the Financial Ombudsman Service.

Lynda Purcell is a principal at Mercer. She established Mercer's Claims advisory service.

Graham Rogers is an actuary and founded and was the first CEO of Jaques Martin (the first administrator of industry superannuation funds).

Oscar Shub is a partner of Allens Arthur Robinson with 35 years' specialising in insurance.

Paul Trigg is a lawyer and is the Manager, Group Risk Market, of One Path

Litsa Tsitsis is a lawyer specialising in superannuation and a partner at HWL Ebsworth

Sue Walpole was previously Company Secretary and General Counsel for UniSuper and Manager Business Development at SuperPartners. She was also a Former Federal Sex Discrimination Commissioner.

Feedback

The Tribunal has re-designed its online feedback form, to incorporate questions about stakeholders' experience with the Tribunal, and invite feedback about the

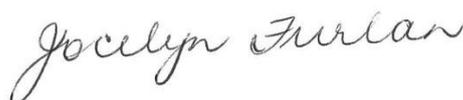
information provided on the Tribunal's website.

The new function provides the opportunity to provide feedback through a stakeholder survey on the quality of the service experienced during interaction with the Tribunal, and/or comment on the Tribunal's website structure.

The Tribunal invites feedback about the Tribunal and the services it provides as a dispute resolution body in relation to superannuation related complaints and will review all feedback received.

Please note that the purpose of inviting feedback about the Tribunal's services is **not** to re-open its decisions about the merits of any particular superannuation complaint (current or closed), or about the jurisdiction of the Tribunal.

Additionally, twice yearly the Tribunal will contact stakeholders and invite feedback about its service and utilise feedback received to enhance its efficiency and ensure it continues to meet its statutory objectives.



**Jocelyn Furlan
Chairperson**

Statistical overview

Quarterly statistics –

January – March 2012

Telephone inquiries

The Tribunal received 3,342 telephone calls this quarter (last quarter – 3,626), which is a decrease of 7.8% compared with the previous quarter.

Many callers call the Tribunal thinking that the Tribunal is their fund or calling about non-payment of superannuation guarantee contributions or about early release of superannuation on compassionate grounds. As part of its continuous improvement initiatives, in February 2012 the Tribunal included a recorded message on its inquiry line providing contact numbers for the ATO and the Department of Human Services to assist callers. The Tribunal anticipates that the number of misdirected calls received will reduce.

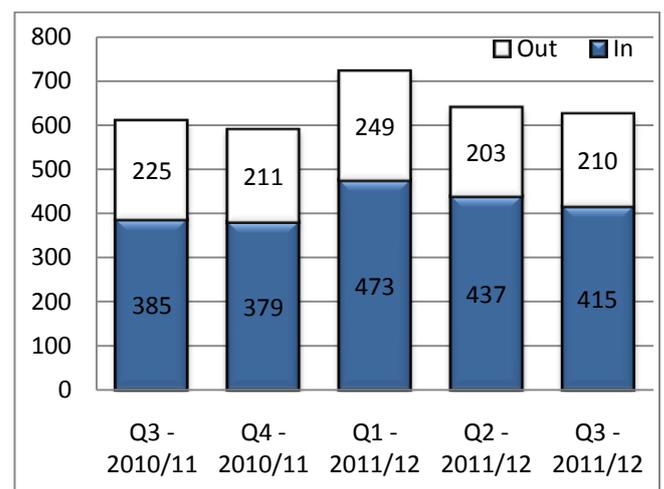
The Tribunal dealt with a wide range of inquiries, the most popular were complaints related inquiries (906/27.11%), followed by questions about the Tribunal itself (872/26.09%).

Written complaints

This quarter, the Tribunal received 625 written complaints (last quarter – 640), which is a decrease of 2.3% compared with the previous quarter.

Jurisdiction

Of the 625 written complaints received this quarter, 415 (66.4%) complaints were within jurisdiction (previous quarter – 68.2%). Of the 210 (33.6%) complaints closed as outside jurisdiction, 141 (67.1%) were closed pursuant to s.19 of the Complaints Act because the complainant had failed to lodge a complaint with the trustee or the 90 day time limit had not passed from the date of complaint to the trustee (last quarter – 61.5%).



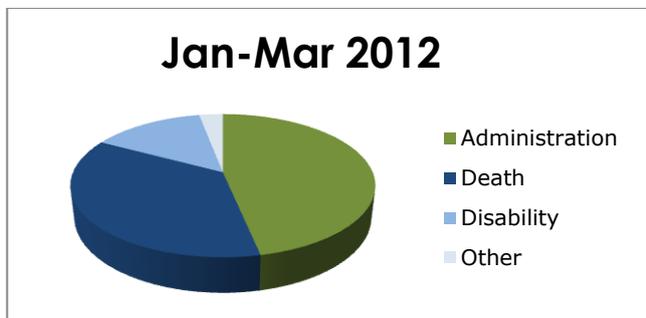
Complaints within jurisdiction

Nature of written complaints within jurisdiction

Complaints fall into four major categories – 'death', 'disability', 'administration' and the catch-all category of 'other'.

Leaving aside the 'other' category, administration complaints comprised the largest category of all written complaints received within jurisdiction – 46.7% (last

quarter – 54.2%). Death complaints made up the second-largest category at 36.1% (last quarter – 29.1%), followed by disability at 14.2% (last quarter – 12.4%).



Nature of written complaints within jurisdiction

Performance

Complaints finalised

The Tribunal finalised 617 written complaints this quarter, an increase of 19.5% compared to the previous quarter.

Of the 617 finalised complaints, 1.9% were finalised at review (last quarter – 5.9%), 51.7% were finalised at the inquiry and conciliation stage (i.e., prior to a review hearing) (last quarter – 49%) and 46.4% were outside jurisdiction (last quarter – 45.1%).

Conciliation conferences

The Tribunal conciliated 154 cases in the quarter, an increase of 23.2% on last quarter's 125.

Of the 131 cases concluded, settlement was achieved in 102, resulting in a settlement rate of 66.2% (last quarter – 61.6%). The

outcome is pending in 23 cases (14.9%) compared to 25 cases (20%) for last quarter.

Nature of conciliation cases

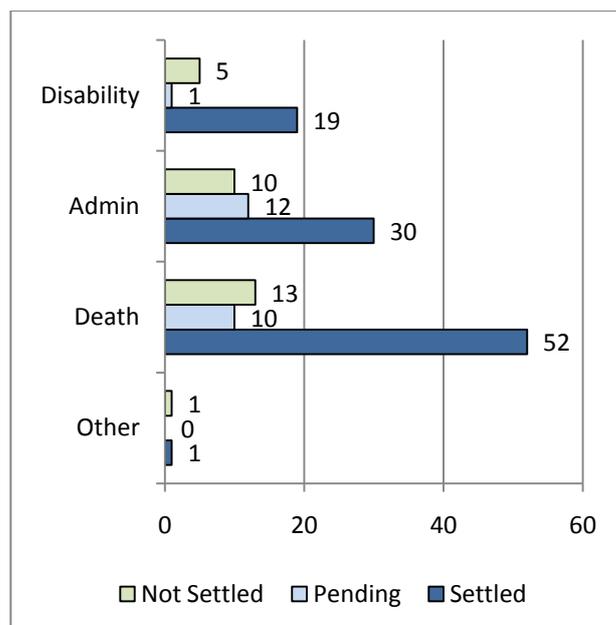
The categories of note in the quarter are as follows:

Death benefits – Of the 65 concluded cases, 52 (80%) were settled.

Disability – Of the 24 concluded cases, 19 (79.1%) were settled.

Administration – Of the 40 concluded cases, 30 (75%) were settled.

Other – of the 2 concluded cases, 1 (50%) was settled.



Settlement by conciliation

Review determination outcomes for the quarter

The Tribunal determined 12 cases this quarter (last quarter – 30 cases).

The largest category of complaints determined at review was administration complaints: 8 (66.7%).

Admin	Qtr	YTD
Affirmed	7	15
Remitted	0	0
Varied	0	0
Set aside	1	8
Total	8	23

Death benefit complaints made up the second largest category: 3 (25%)

Death	Qtr	YTD
Affirmed	2	7
Remitted	0	0
Varied	0	0
Set aside	1	13
Total	3	20

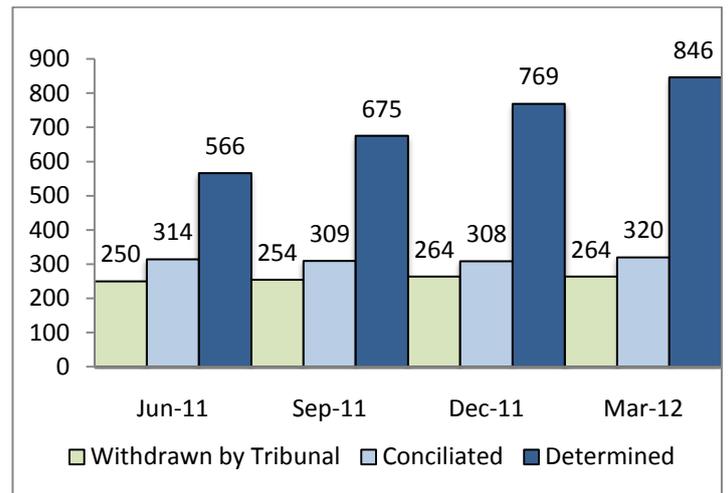
Followed by disability complaints category: 1 (8.3%)

Disability	Qtr	YTD
Affirmed	1	13
Remitted	0	0
Varied	0	0
Set aside	0	3
Total	1	16

83.3% of trustee decisions were affirmed during the quarter, compared with 63.3% last quarter.

Efficiency

Median number of days from receipt of complaint to date closed.



Recent determinations of interest

Death benefit distribution: D11-12\040

The complainant (the deceased member's former wife) complained to the Tribunal about the Trustee's decision in relation to the distribution of the death benefit arising on the death of the deceased member. The Trustee had made 3 decisions in relation to the payment of the benefit as follows:

- in its first decision the Trustee proposed payment of the first \$180,000 of the benefit (which totalled \$446,000) to the Legal Personal Representative ('LPR') of the deceased member with the balance to be paid in equal shares to his de facto spouse and the LPR;
- after considering objections the Trustee decided to pay the benefit in equal shares to the de facto spouse and the LPR; and
- in its final decision, the decision under review by the Tribunal, the Trustee decided to pay 75% of the benefit to the de facto spouse and the balance of 25% to the LPR.

The deceased member died in 2009 aged 64 years. He was married to the complainant in 1964 but the marriage was dissolved in 1994 and a property

settlement agreement entered into between them. This provided that the jointly owned former matrimonial home be sold and the proceeds divided equally between them. Additionally the deceased member was to pay to her, from his share of the proceeds, a lump sum of \$40,000, expressed as in lieu of any entitlement she might have in his superannuation. It was also agreed that he would pay her the sum of \$45 per week for 2 years.

However, the sale of the former matrimonial home had not occurred at the time of death of the deceased member. During this period the deceased member continued to occupy part of the home until about 12 months prior to his death, the remainder being occupied by the complainant. Additionally, the deceased member was in the habit of paying to the complainant approximately \$100 per week, but these payments ceased about 4 months prior to his death.

The deceased member had formed a relationship with the de facto spouse following his separation from the complainant in about 1991. In 1998 he commenced regularly living with her at her home for part of the time while continuing to occupy the former matrimonial home for the other part.

Over a period of about 10 years the complainant and the de facto spouse shared household expenses and he contributed towards major household items installed at her home. He also purchased a motor vehicle for her. When he became ill

several months before his death she was appointed as his carer.

In November 2006 the deceased member commenced a transition to retirement pension and nominated the de facto spouse as the reversionary beneficiary. In January 2007 he commenced a second pension and made a non-binding nomination in favour of his LPR in relation to this pension account.

The deceased member made no preferred beneficiary nomination in relation to his Fund account. He had made a Will in 1997 by which he bequeathed his residuary estate to the complainant.

The Trustee decided that the regular weekly payment of \$100 by the deceased member to the complainant was intended to be in lieu of payment of the \$40,000 lump sum referred to in the property settlement agreement and that it was to cease on his retirement which occurred in June 2008, 11 months prior to his death. In forming this view the Trustee considered the evidence insufficient to establish that these payments were in the nature of maintenance as claimed by the complainant.

The Trustee also concluded that the shared occupancy of the former matrimonial home by the deceased member and the complainant was not as a couple and, while considering that she may have been partially financially dependent upon him, rejected her claim of interdependency. On the other hand the Trustee concluded that there was substantial independent evidence

of a de facto relationship between the deceased member and the de facto spouse.

In reviewing the complaint, the Tribunal considered that the establishment by the deceased member of the 2 pension accounts indicated an intention as to the way in which he wished to organise his affairs. It was also reasonable to assume his expectation that, notwithstanding the property settlement agreement and in the absence of any sale, his jointly held share in the former matrimonial home would pass to the complainant on his death.

The Tribunal noted that it was the intention of the property settlement agreement to bring the financial relationship between the deceased member and the complainant to an end and that, in particular, the lump sum payment was expressed to be in lieu of any entitlement to a share in his superannuation.

The Tribunal was of the view that the Trustee's finding of partial financial dependency on the part of the complainant was marginal and that the weekly payments made by the deceased member were more likely to have been associated with the property settlement agreement and the payment of his share of the outgoings relating to the former matrimonial home. In the circumstances, whilst accepting that the Trustee's finding as to financial dependency was fair and reasonable, the Tribunal agreed that there was insufficient evidence to establish an interdependency relationship.

On the other hand the Tribunal was satisfied that, despite his part time occupation of the former matrimonial home, the primary place of residence of the deceased member for several years until his death was the home he shared with the de facto spouse. The Tribunal considered, on the evidence, that there was a de facto relationship between them and that they had made a commitment to a shared life together.

In the circumstances, the Tribunal considered the Trustee's decision to be fair and reasonable. The Tribunal considered that the de facto spouse should receive the substantial proportion of the benefit. The complainant's share should reflect that her marriage to the deceased member had ended many years previously and that she would receive his share in the former matrimonial home and the benefit, through his estate, of the second pension. The Tribunal also considered that the payment of 25% share of the benefit to the LPR was fair and reasonable given that the complainant, as residuary beneficiary, would be the ultimate beneficiary of this share.

Administration complaint – refund of insurance premiums: D11-12/041

The complainant had been a member of the Fund for 10 years. In May 2008 the Fund had given advance notice to members of some enhancements to its benefit offering including both higher death and total and

permanent disability insurance cover and new salary continuance ('SC') cover. In July 2008 a letter was sent to all members providing details of the new insurance cover including the cost to each individual member. The July letter was headed 'Better insurance benefits, lower premiums'.

The July letter also contained details of the entitlement of any member to 'opt out' of all or part of the new cover by written notice to the Fund prior to 31 August 2008. By opting out a member would not be charged any premiums. If a member failed to opt out the new insurance arrangements would continue to apply.

In April 2009 the complainant lodged a complaint with the Fund about the increased premiums and requested the cancellation of her SC insurance cover. The Trustee cancelled the SC insurance but rejected the request for refund of premiums on the ground that the complainant had failed to exercise the right to opt out.

The complainant lodged a complaint with the Tribunal alleging that the Trustee had made a misrepresentation to her by use of the heading on the July letter 'Better insurance, lower premiums'. She noted also that a similar representation had been repeated in the body of the letter. She argued that the Fund had failed to properly inform members of the effect of the changes (i.e. that her premiums would rise substantially) and that, if she had been properly informed, she would have opted

out. She said that she acted in reliance upon the heading in the July letter.

The Trustee argued that the complainant had been provided with clear and adequate details of the improved insurance provisions in advance of their implementation and had been given the opportunity to opt out. It stated that the July letter referred to the changes including 'higher levels of automatic death and disablement cover and lower premiums for most members'.

The Tribunal considered that the statement that lower premium rates would apply for 'most members', but not all members, indicated some merit in the complainant's argument. It agreed with the complainant's submission that trustees should take care in correspondence to members to provide clear explanations. The Tribunal noted that the Trustee would have known that it was providing automatic SC cover for the first time involving premiums which members had not previously been paying and that this would, of necessity, involve an increase in premiums. The statement that premiums would be lower could not be a true reflection of what occurred.

Nevertheless, the Tribunal observed that the exact premium cost to the complainant was set out in the July letter, so she could not have been misled as to the amount of the premiums to be deducted from her Fund account.

In the circumstances, despite its concern about the Trustee's general references to lower premiums, the fact remained that the

complainant was provided with information about the premiums she would have to pay and her right to opt out. On balance, the Tribunal considered that the decision of the Trustee to refuse re-imbusement of premiums was fair and reasonable in its operation in relation to the complainant in the circumstances and affirmed the decision of the Trustee.

Death benefit distribution: D11-12/044

The complainant (the second, adult, daughter of the deceased member) ('daughter 2') complained to the Tribunal about the decision of the Trustee to pay the death benefit arising on the death of the deceased member in the following proportions:

- \$10,000 to the deceased member's father ('the father');
- \$97,454.48 to the Public Trustee for the benefit of the deceased member's third, minor, daughter ('daughter 3'); and
- \$97,454.48 to the Public Trustee for the benefit of the deceased member's fourth, minor, daughter ('daughter 4').

As daughter 4 could not be located the Trustee later amended its decision to provide that the proportion payable for the benefit of daughter 4 be held for 12 months to allow sufficient time for her possible location.

The deceased member died in January 2009 aged 45 years. He had never married

but left five children, 2 adult daughters, an adult son ('the son') and 2 minor daughters. In his application to join the Fund in 2006 he had nominated the father as preferred beneficiary of his superannuation benefit. He did not leave a Will.

The Trustee concluded that the potential beneficiaries were the father and all 5 children. The deceased member had provided financial support to the father.

Daughter 2 stated that she was in receipt of a disability pension. She contended that the benefit should be divided equally between herself, the son and daughter 3 after making some provision for the father. She contended that daughter 4 had not had any contact or involvement with the deceased member and, accordingly, should not benefit.

Daughter 3 stated that, at the time of death of the deceased member, her mother had been receiving child support payments from the deceased member as well as other financial support. Daughter 3 said she had visited the deceased member regularly during the 18 months prior to his death and that she had relied upon his financial and emotional support.

The deceased member's mother sought no part of the benefit but, speaking on behalf of the father, sought payment of \$10,000 for funeral and other expenses with the balance to be divided equally between the 5 children. She contended that it had been the wish of the deceased member that this

should occur. The father supported this submission.

The Tribunal was satisfied from the evidence that the father and the mother had a level of financial dependency on the deceased member and that the decision of the Trustee to make a small allocation to the father was, therefore, fair and reasonable.

The Tribunal noted that daughter 1 and daughter 4 could not be contacted and that neither the Trustee nor the Tribunal had any information as to their circumstances. The evidence indicated that the deceased member had not been making financial contributions for the benefit of either. Daughter 1 was an adult, aged about 26 at the time of the deceased member's death and it could reasonably be concluded, therefore, that no financial dependency existed. Daughter 4, on the other hand was aged 5 at the time of his death and it was reasonable to expect that she had a legal entitlement to support.

The Tribunal considered that the evidence did not establish financial dependency on the part of daughter 2 notwithstanding records of a few payments.

Daughter 3 had been the beneficiary of regular child support payments and, in the opinion of the Tribunal was a financial dependant.

The son was an adult and there was no evidence of financial dependency on his part.

The Tribunal considered that the decision of the Trustee to make provision for both daughter 3 and daughter 4 was fair and reasonable but that, in the case of daughter 4, her whereabouts had to be clarified. In this regard, the Tribunal noted that, at the time of its determination, nearly 2 years had passed since the Trustee's decision and that there was still no trace of daughter 4. It determined, therefore, to set aside the Trustee's decision in relation to daughter 4's share on the basis that it operated unfairly and unreasonably in relation to the parties in the circumstance that she could not be located, and substitute its own decision ensuring that the matter could be finalised within a reasonable period.

The Trustee substituted a decision that the death benefit be paid in the following manner:

- that \$10,000 be paid to the father;
- that 50% of the remaining balance be paid for the benefit of daughter 3;
- that, in respect of the other 50% of the remaining balance, it be paid for the benefit of daughter 4 if she is located and evidence is provided as to her eligibility for receipt of the benefit by a date specified in the determination (approx. 4 months after the date of the determination); but
- that, if daughter 4 is not located, or is located but

eligible to receive the benefit, her share be paid in equal parts to daughter 1, daughter 2 and the son; and

- that, if daughter 1 is not located and able to confirm her eligibility by a specified date (approx 10 months after the date of the determination), her share be paid in equal parts to daughter 2 and the son.

Death Benefit – Insured component D11-12\045

The deceased member died in November 2006 aged 57 years. He had commenced employment as a teacher in 1997 and joined the Fund at that time. His stopped work in December 2002 due to the cancellation of his teacher's registration. On his death his spouse sought payment of the insured component of his death benefit. The Trustee and the Insurer declined payment on the ground that the deceased member was no longer an insured member of the Fund at the time of his death.

The trust deed of the Fund provided that, in certain circumstances, a member may be transferred to the Continuing Membership Section of the Fund. Where a transfer to the Continuing Membership Section occurred prior to 1 July 2003 any insurance cover previously held in relation to the member was terminated.

In her submission to the Tribunal the spouse noted that had the deceased member's employment with the Employer

not terminated prior to 1 July 2003, he would have been entitled to ongoing death cover. She argued that this issue was complicated as there was no written resignation or notice. She contended however that the date of termination of his employment was no earlier than 5 July 2003 and, more likely, 23 July.

The Trustee stated that it had received advice from the Employer that the deceased member's employment was terminated effective from 31 December 2002. The Trustee wrote to the deceased member on 19 May 2003 stating that, due to his cessation of employment he would have to rollover his superannuation. There was no response from the deceased member and the Trustee therefore transferred him to the Continuing Membership Section. The Trustee stated that it had no reason to doubt the information received from the Employer. The deceased member continued to receive annual statements from the Fund covering periods from 1 July 2003 and 30 June 2006 which showed he had no insured death benefit.

In reviewing the complaint, the Tribunal noted that it was clear that the Trustee had received information from the Employer to the effect that the termination date of the deceased member's employment was 31 December 2002. The complication arose because there was no written resignation or notice of termination and the deceased member had appealed against the cancellation of his registration which gave rise to cessation of his employment. This

appeal was not determined until after 1 July 2003.

The Tribunal noted that the Employer had not taken steps after December 2002 to replace the deceased member which, the spouse argued, supported the view that the date of termination of the deceased member's employment should be taken as the date of determination of his appeal. The Tribunal did not accept this argument and concluded that it was open to the Employer to delay the process of replacement until the conclusion of the appeal without any suggestion that the termination date was different.

The Tribunal noted that the deceased member had not responded or taken any action in relation to the Trustee's letter dated 19 May 2003.

The chairman of the board of the Employer had provided a statutory declaration to the effect that at no time prior to 15 July 2003 had the Employer terminated the deceased member's employment nor had he resigned. The Tribunal accepted this as correct but noted that, additionally, at no time after 15 July 2003 was there any termination or resignation.

The Tribunal considered that the Trustee had correctly acted on the advice it received from the Employer. It had written to the deceased member to inform him of his options and he had not responded. Benefit statements from 2003 to 2006 showed that the deceased member did not have an insured death benefit.

In the circumstances the Tribunal affirmed the decisions of the Trustee and the Insurer.

Administration complaint – compensation for loss: D11-12/048

The complainant sought that the Fund compensate him for loss incurred in his benefit amount between the date of his cessation of employment and the date on which he rolled over his benefit to another fund ('the rollover fund').

The complainant had commenced employment with the Employer in 1988 and had joined the Fund in 1989. Prior to the cessation of his employment on 6 October 2008 his Fund benefit had been partly defined benefit and partly accumulation. On his cessation of employment his benefit was \$417,653.68. On 19 December 2008 he applied to rollover his entire benefit to the rollover fund. The rollover occurred on 22 December 2008 and benefit at that date was \$377,354.74, a difference of \$40,298.94.

Between the two dates the complainant's benefit had been invested in the Fund's default growth investment option in accordance with the Fund's policy. The complainant argued that neither the Fund's Product Disclosure Statement ('PDS') nor its information booklets provided information about the exposure to returns in the default option subsequent to cessation of employment. He stated that neither the PDS nor booklets provided

information about what occurs on leaving employment other than specifying four available options none of which covered inaction by a member and exposure to the default option.

The complainant noted that, in April 2008, he had made a conscious decision to remove volatility from his accumulation benefit by transferring it to the cash option.

The Trustee stated that its policy of applying interest from the date of cessation of employment to the date of payment of a benefit was referred to in the notes to its 'interest rate table' and also on its website. The Trustee maintained that the complainant's benefit was paid in accordance with the Fund's governing rules. It also argued that, under its policy for payment of late interest, the complainant was not able to switch the investment of his benefit following the cessation of his employment.

The Tribunal noted that the complainant's Retrenchment Benefit Statement ('RBS') stated, at the top of the page' that the RBS and the documents called 'Claiming your Benefit' and 'Interest Rate Table' constituted his periodic statement. The first of these subsidiary documents contained no information about how a crystallised defined benefit is invested pending payment. The second did not contain the complainant's name and contained a table showing crediting rates for each investment option for the 6 month period commencing on 1 July 2008. It also stated at the foot of the table that interest is calculated using

'late interest from the date of leaving service to the date of payment using the interest rates for the default (Growth Option)'.

In these circumstances the Tribunal was satisfied that the documentation disclosed that crystallised benefits are invested in the default option pending payment. The Tribunal was concerned, however, that there were other circumstances which rendered the disclosure inadequate.

It referred to the provisions of SIS Regulations 4.02(2)(b) and (c) that, where a trustee permits a beneficiary to give directions in relation to investment choice, the beneficiary must be fully informed not only of the directions which may be given but also of the circumstances in which they may be changed.

The Tribunal considered that the complainant's earlier transfer of his accumulation account to cash and noted that there was no evidence that the complainant had been informed that, on his cessation of employment or other exit from the Fund, his previous investment choice of the cash option in relation to his accumulation account would be overridden and his entire investment placed in the default option until he decided to cash in or roll over his benefit. In this regard the Tribunal considered the disclosure in the Interest Rate Table was inadequate by not referring to a member who had previously exercised a different choice.

Accordingly, the complainant could not reasonably have been aware that, notwithstanding his previous switch, his entire crystallised benefit, including the accumulation account, would be transferred to the default option. It was not in dispute that investment choice was not available to the complainant in relation to his crystallised defined benefit.

The Tribunal considered that, had the complainant been adequately informed that his entire Fund benefit would be invested in the default option he would have taken steps to transfer his benefit to the rollover fund at the earliest date. In the view of the Tribunal, a trustee, acting reasonably, would have compromised the complainant's claim on the basis that the disclosure was inadequate. The Tribunal determined that the Trustee's failure to do this was unfair and unreasonable in its operation in relation to the complainant in the circumstances.

As, under Part 6 of the SIS Regulations, a trustee must rollover a superannuation benefit within 30 days of receipt of all necessary information, the Tribunal determined that the earliest date on which the complainant's rollover could have occurred was 30 days after the cessation of his employment.

The Tribunal determined to set aside the decision of the Trustee and to substitute its own decision that the Trustee compromise the complainant's claim by payment to him of an amount equal to the difference (if positive) between the value of his

superannuation benefit on the day 30 days after 6 October 2008 and its value on the date on which the benefit was paid to the rollover fund.

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Locked Bag 3060

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