

1050

SGA014518

level 1, 1960

place saddle up.

4000



# ASIC

Australian Securities & Investments Commission

Affix Barcode:

561130955

[illegible]

*I (please print) \_\_\_\_\_  
acknowledge production of the property listed in the above schedule*

Date: \_\_\_\_\_ Time: \_\_\_\_\_ (24 hour clock)

Signature: \_\_\_\_\_

*I (please print) \_\_\_\_\_  
acknowledge receipt of the goods listed in the above schedule*

\_\_\_\_\_ of the Australian Securities Investments Commission (\_\_\_\_\_ Regional Office)

Date: 10/1/08 Time: 1:30 (24 hour clock)

Signature: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

White = DCU COPY

Pink = EPSOM COPY

GPW 1804



## ASTARRA CAPITAL LIMITED

### File Note

FSLS

Last updated on 02/08/2007 by Antonia Chehab (NSW)

<b>Licencee/Applicant</b>	ASTARRA CAPITAL LIMITED
<b>Scheme</b>	ASTARRA PROPERTY POOL ASTARRA CASH POOL
<b>Activity</b>	AFSL Surveillance - Proactive (43891/04)
<b>File Reference</b>	FSR 2004/32057
<b>Subject</b>	File Note



Astarra Capital Limited - Cash Pool Fund-Issues St Astarra Capital Limited - Property Pool Fund-Issues S

This document was archived on 02/08/2007 07:10:14 PM.





## ASTARRA CAPITAL LIMITED

H:\MyDocuments\Managed Investment  
Scheme Campaign\A Phase 2\Closure  
Letter - RE - no action\Astarra Capital T1  
Closure letter- managed investments -  
no action.doc

FSLS

Last updated on 02/08/2007 by Antonia Chelhab (NSW)

### Document Details

Sent on 10/03/2005

Entity ID	O001277256
Activity ID	43891/04
Document ID	JJON-6ABVT3
Created By	Julie Johannsen/Sydney/NSW/ASIC
Document Title	H:\MyDocuments\Managed Investment Scheme Campaign\A Phase 2\Closure Letter - RE - no action\Astarra Capital T1 Closure letter- managed investments - no action.doc

Entity Name	ASTARRA CAPITAL LIMITED
Licence Number	238000
Document Type	
Created On	10/03/2005 10:42:29 AM
Keywords	

Sent On 10/03/2005

[View Word Document](#)

**Addressee Name**

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**eMail address(es)**

(separate with semi-colons)

**Subject:**

**Body**

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## ASTARRA CAPITAL LIMITED

H:\MyDocuments\Managed Investment Scheme Campaign\A Phase 2\Letters to auditors re missing mgt letter\KPMG Chris Hall for Astarra Capital Ltd - closure to auditor re missing mgt letter.doc

FSLS

Last updated on 02/08/2007 by Antonia Chehab (NSW)

### Document Details

Sent on 10/03/2005

Entity ID	O001277256	Entity Name	ASTARRA CAPITAL LIMITED
Activity ID	43891/04	Licence Number	238000
Document ID	JJON-6ABVTM	Document Type	
Created By	Julie Johannsen/Sydney/NSW/ASIC	Created On	10/03/2005 10:43:23 AM
Document Title	H:\MyDocuments\Managed Investment Scheme Campaign\A Phase 2\Letters to auditors re missing mgt letter\KPMG Chris Hall for Astarra Capital Ltd - closure to auditor re missing mgt letter.doc	Keywords	

Sent On 10/03/2005

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# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

## Summary of Action

FSLS

Last updated on 02/08/2007 by Antonia Chehab (NSW)

### Activity Details

Activity ID	43891/04
Subjects	ASTARRA CAPITAL LIMITED ASTARRA PROPERTY POOL ASTARRA CASH POOL
File Reference	FSR 2004/32057
Report Name	Summary of Action
Period beginning	13/05/2005
Period ending	13/05/2005
Summary of action?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Rationale Report?	<input type="radio"/> Yes <input type="radio"/> No

NFA

This document was archived on 02/08/2007 09:06:03 PM.



# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

H:\FSRCompliance\PDS\Super PDS  
Review\Astarra\ASTARRA SPDS Risk  
Indicators Guide.doc

FSLs

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Document Details

Sent on 29/03/2006

<b>Entity ID</b>	O001277256	<b>Entity Name</b>	ASTARRA CAPITAL LIMITED
<b>Activity ID</b>	10506/06	<b>Licence Number</b>	238000
<b>Document ID</b>	CLEG-6NC84J	<b>Document Type</b>	
<b>Created By</b>	Cheryl Leong/Sydney/NSW/ASIC	<b>Created On</b>	29/03/2006 04:11:06 PM
<b>Document Title</b>	H:\FSRCompliance\PDS\Super PDS Review\Astarra\ASTARRA SPDS Risk Indicators Guide.doc	<b>Keywords</b>	

**Sent On** 29/03/2006

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# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

H:\FSRCompliance\PDS\Super PDS  
Review\Astarra\ASTARRA SPDS Project  
Guidelines.doc

FSL'S

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Document Details

Sent on 31/03/2006

Entity ID	O001277256	Entity Name	ASTARRA CAPITAL LIMITED
Activity ID	10506/06	Licence Number	238000
Document ID	CLEG-6NE74N	Document Type	
Created By	Cheryl Leong/Sydney/NSW/ASIC	Created On	31/03/2006 03:20:10 PM
Document Title	H:\FSRCompliance\PDS\Super PDS Review\Astarra\ASTARRA SPDS Project Guidelines.doc	Keywords	

Sent On 31/03/2006

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# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

FSLs

## Summary of Action

Last updated on 08/05/2008 by Gennady Zykov (NSW)

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Summary of Action
Period beginning	05/04/2006
Period ending	05/04/2006
Summary of action?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Rationale Report?	<input type="radio"/> Yes <input type="radio"/> No

Drafting letter of concerns.

This document was archived on 08/05/2008 12:47:43 AM.



# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

FSLs

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Summary of Action

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Summary of Action
Period beginning	05/04/2006
Period ending	05/04/2006
Summary of action?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Rationale Report?	<input type="radio"/> Yes <input type="radio"/> No

Reviewing PDS to ascertain whether risk disclosure adequate and if there are any statements of future return not supported by a reasonable basis for prediction.

This document was archived on 08/05/2008 12:47:43 AM.



# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

FSLs

## Summary of Action

Last updated on 08/05/2008 by Gennady Zykov (NSW)

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Summary of Action
Period beginning	03/04/2006
Period ending	03/04/2006
Summary of action?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Rationale Report?	<input type="radio"/> Yes <input type="radio"/> No

Review completed by Action Officer. Supervisor to review.

This document was archived on 08/05/2008 12:47:42 AM.





# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

Imported eMail

FSLs

Last updated on 08/05/2008 by Gennady Zykov (NSW)

20/04/2006 10:11 AM

To: Cheryl Leong/Sydney/NSW/ASIC@ASIC  
cc:  
Fax to:  
Subject: Re: Astarra PDS

fine with me Cheryl...

**SHANE CAMPBELL** | Manager, Compliance, Financial Services | **ASIC** | Level 18, 1 Martin Place, Sydney, NSW 2000 | ☎ 61 2 9911 2020 | 📠 61 2 9911 2403 | ✉ [shane.campbell@asic.gov.au](mailto:shane.campbell@asic.gov.au)

**Cheryl  
Leong/Sydney/NSW/ASIC**  
19/04/2006 06:23 PM

To: Shane Campbell/Sydney/NSW/ASIC@ASIC  
cc: William McNickle/Sydney/NSW/ASIC@ASIC  
Fax to  
Subject: Astarra PDS

Hi Shane,

We've asked Astarra to respond to our concerns with regards to representatives made about investment objectives / prospective financial information by the 27th. Are you happy to take this approach and leave the activity open till then?

Cheryl

**Cheryl Leong** | Analyst | Compliance - Financial Services | Australian Securities & Investments Commission | ☎ 61 2 9911 2025 | ✉ [cheryl.leong@asic.gov.au](mailto:cheryl.leong@asic.gov.au)

This document was archived on 08/05/2008 12:47:48 AM.



# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

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Review\Astarra\ASTARRA SPDS Project  
Guidelines.doc

FSLS

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Document Details

Sent on 21/04/2006

Entity ID	O001277256	Entity Name	ASTARRA CAPITAL LIMITED
Activity ID	10506/06	Licence Number	238000
Document ID	CLEG-6P3758	Document Type	
Created By	Cheryl Leong/Sydney/NSW/ASIC	Created On	21/04/2006 02:21:06 PM
Document Title	H:\FSRCompliance\PDS\Super PDS Review\Astarra\ASTARRA SPDS Project Guidelines.doc	Keywords	

Sent On 21/04/2006

[View Word Document](#)

**Addressee Name**

**Select/Add**

**Fax Number** (one only):

**eMail address(es)**  
(separate with semi-colons)

**Subject:**

**Body**

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# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

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Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Summary of Action

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Summary of Action
Period beginning	21/04/2006
Period ending	21/04/2006
Summary of action?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Rationale Report?	<input type="radio"/> Yes <input type="radio"/> No

Letter of concerns sent to Astarra. Response required by 5 May 2006.

This document was archived on 08/05/2008 12:47:48 AM.



# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

FSLs

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Summary of Action

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Summary of Action
Period beginning	08/05/2006
Period ending	08/05/2006
Summary of action?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Rationale Report?	<input type="radio"/> Yes <input type="radio"/> No

Response received from Astarra dated 3 May 2005. Letter under review.

This document was archived on 08/05/2008 12:47:57 AM.





# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

H:\FSRCompliance\PDS\Super PDS  
Review\Astarra\ASTARRA - NFA  
Letter.doc

IFSL

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Document Details

Sent on 08/05/2006

Entity ID	O001277256	Entity Name	ASTARRA CAPITAL LIMITED
Activity ID	10506/06	Licence Number	238000
Document ID	CLEG-6PL6SZ	Document Type	
Created By	Cheryl Leong/Sydney/NSW/ASIC	Created On	08/05/2006 02:04:41 PM
Document Title	H:\FSRCompliance\PDS\Super PDS Review\Astarra\ASTARRA - NFA Letter.doc	Keywords	

Sent On 08/05/2006

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**Select/Add**

**Fax Number** (one only):

**eMail address(es)**

(separate with semi-colons)

**Subject:**

**Body**

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# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

FSLs

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Progress Report

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Progress Report
Period beginning	08/05/2006
Period ending	08/05/2006
Summary of action?	<input type="radio"/> Yes <input checked="" type="radio"/> No

NFA letter to be sent out to Astarra noting that we are aware that they are "rolling over" their PDS.

This document was archived on 08/05/2008 12:47:57 AM.

# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

FSLs

Last updated on 08/05/2008 by Gennady Zykov (NSW)

## Progress Report

### Activity Details

Activity ID	10506/06
Subjects	ASTARRA CAPITAL LIMITED
File Reference	FSR 2006/8876
Report Name	Progress Report
Period beginning	08/05/2006
Period ending	08/05/2006
Summary of action?	<input type="radio"/> Yes <input checked="" type="radio"/> No

NFA letter to be sent out to Astarra noting that we are aware that they are "rolling over" their PDS.

This document was archived on 08/05/2008 12:47:57 AM.

# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

## PDS Assessment Worksheet

Last updated on 08/05/2008 by Gennady Zykov (NSW)

Approved

### General Details

Internal ID	O001277256	Entity Name	ASTARRA CAPITAL LIMITED
EPSOM File Reference	FSR 2006/8876	Entity Type	COMPANY
Activity ID	10506/06	Licence Number	238000

### PDS Information

*Name of PDS	My Retirement Plan	*Date of PDS	29/11/2005
*Type of PDS	<input type="radio"/> PDS <input checked="" type="radio"/> SPDS		
*Types of Products Offered under PDS	Miscellaneous Financial Investment Products		
*Names of Products Offered under PDS	Cash Pool, Diversified Fixed Interest Pool, Capital Protected Pool, Aus Equities Pool, Overseas Equities Pool, Property Pool		

### Scheme Details Edit

ARSN	Name
092 296 850	ASTARRA OVERSEAS EQUITIES POOL
092 297 311	ASTARRA DIVERSIFIED NO 4 POOL
092 297 526	ASTARRA PROPERTY POOL
092 297 615	ASTARRA CASH POOL
092 297 802	ASTARRA CAPITAL PROTECTED POOL
092 298 005	ASTARRA DIVERSIFIED FUND NUMBER 3 POOL
092 298 130	ASTARRA DIVERSIFIED FUND NUMBER 1 POOL
092 301 132	ASTARRA DIVERSIFIED FUND NUMBER 2 POOL
092 301 347	ASTARRA AUSTRALIAN EQUITIES POOL
092 295 773	ASTARRA DIVERSIFIED FIXED INTEREST POOL
112 315 036	ABSOLUTE COVERED CALL FUND
112 315 009	MARQ CAPITAL RESIDENTIAL PROPERTY FUND
112 314 931	MILLHOUSEIAG PRIVATE EQUITY FUND
115 962 368	ALPHA STRATEGIC FUND
116 420 494	TITANIUM WRAP

### ?Instructions

### Preliminary Review

\*Does a preliminary review of the PDS indicate that a full review is required? ☒ Yes ☐ No

Preliminary Review Guidelines 

Concerns: Refer to Project Guidelines attached

### Full Review

Does the document meet the requirements of Subdivision C of Part 7.9 Division 2 of the Corporations Act? ☒ Yes ☐ No

### General PDS Disclosure Requirements

General Guidelines 

Concerns: Concerns about prospective financial information in the PDS.

### MI – Financial Assets

Guidelines 

Concerns:

### MI - Property

Guidelines 

Concerns:

#### **MI - Mortgages**

Guidelines 

Concerns:

#### **MI - Tax Effective Schemes**

Guidelines 

Concerns:

#### **MI - Timeshare**

Guidelines 

Concerns:

#### **MI - Other**

Guidelines 

Concerns:

#### **Superannuation**

Guidelines 

Concerns:

#### **Deposit Taking**

Guidelines 

Concerns:

#### **Insurance - Life**

Guidelines 

Concerns:

#### **Insurance - General**

Guidelines 

Concerns:

#### **Other Issues**

Guidelines 

Concerns:

#### **\*Recommendation**

No Further Action Required

#### **Reasons For Recommendation**

Received response from Astarra indicating that they are rolling over the PDS and amendments will be made.

#### **Sign Off - Action Officer**

<b>*Action Officer</b>	<b>Date</b>
Cheryl Leong/Sydney/NSW/ASIC	08/05/2006 02:18:25 PM

#### **Sign Off - Reviewer**

<b>*Name of Reviewer</b>	<b>Date</b>
William McNickle/Sydney/NSW/ASIC	09/05/2006 10:47:53 AM

This document was archived on 08/05/2008 12:50:42 AM.

**ASTARRA CAPITAL LIMITED**

A.B.N. 33 001 277 256

**Summary of Action**

FSLS

Last updated on 30/03/2006 by Amy Thai (NSW)

**Activity Details**

<b>Activity ID</b>	7168/06
<b>Subjects</b>	ASTARRA CAPITAL LIMITED
<b>File Reference</b>	FSR 2006/6255
<b>Report Name</b>	Summary of Action
<b>Period beginning</b>	30/03/2006
<b>Period ending</b>	30/03/2006
<b>Summary of action?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>Rationale Report?</b>	<input type="radio"/> Yes <input type="radio"/> No

The licensee has reported that they are currently preparing correspondence to be sent to affected members. The licensee has not made a final decision as to how it will remedy the breach regarding and a meeting was held on the 22 March to discuss the final decision. The licensee is also re-negotiating its administration agreements and material outsourcing arrangements as required under a new APRA operating standard. The licensee will keep ASIC informed of further developments in this regard.





**ASTARRA CAPITAL LIMITED**

A.B.N. 33 001 277 256

FSLS

Licence No. 238000 (Approved)

Last updated on 06/03/2006 by Amy Th

**Previously known as TOLHURST CAPITAL LIMITED**

Company Status : Registered

**Operational Structure****Business Description**

<b>Name</b>	ASTARRA CAPITAL LIMITED	<b>Internal Identifier</b>	O001277256
<b>Client groups</b>	Retail Clients, Wholesale Clients		
<b>Main Activities</b>	Adviser, Approved Trustee, Financial Planner, Investment Company, Non-Public Offer Superannuation Fund Trustee, Product Issuer, Responsible Entity, Securities Dealer, Superannuation Service Provider		
<b>Entity Type</b>	Company	<b>Organisation Type</b>	APUB <input type="checkbox"/> Disclosing Entity
<b>APRA Regulated Body</b>	Yes	<b>Size - Net Assets</b>	\$5 million to \$20 million
<b>Size - Gross Revenue</b>	\$5 million to \$50 million	<b>Size - Employees</b>	Less than 20
<b>End of financial year</b>	June	<b>ABN Type</b>	
Operating discretionary portfolio accounts and acquiring and distributing securities without prior approval of client?			
Financial obligations to clients of \$100,000 or more from transactions? Yes			
Only liabilities to clients from debentures issued under Chapter 2L? No			
Holding client monies? Yes			
Holding client monies in a trust account? Yes			
Likely to hold \$100,000 or more of client monies/property at any one time? Yes			
Operating an IDPS under this licence? No			
Providing financial services as a trustee of a trading trust No			
Previously held Corporations Act licences that were subject to a method, capacity or product limitation? No			
Wishes to maintain this limitation under an AFS licence			
Principal Trader No			
Stockbroker responsible for Subsidiary Nominee Company No			
External MDA custodian that directly contracts with retail clients?			

**Business Names**

Name	State	Registration Number
MY RETIREMENT PLAN	NSW	BN97933348
MY SUPERANNUATION PLAN	NSW	BN97933351
MY PENSION PLAN	NSW	BN97933347

**Contacts****Contact Officers**

Name	Relationship to licensee	Telephone Number	Fax	Email	Address
Ms Delia SACCARO	Licensee	02 9233 9307		dsaccaro@astarra.co..	Astarra Capital Li
Bill HORGAN	Licensee			bill@wgi.net.au..	..
Ms Paula MCCABE	SERVPROV			..	Baker & McKenzi
Mr Shawn RICHARD	Licensee	02 8267 8600		shawn@absolutealpha..	Kristy Hynes PO I
Ms Frances ETTY	Licensee			fetty@astarra.com.a..	..

Main Business Address L 41 2 PARK ST SYDNEY NSW 2000

Address for service of notices etc. L 41 2 PARK ST SYDNEY NSW 2000

**Personnel Details****Responsible Officers**

Name	DOB	Org Role	FSR Responsibilities
Shawn RICHARD	20/02/1975	Director	ADVICE/DEAL
John Anthony MARCHETTA	08/02/1972	Asset Specialist	ADVICE/DEAL

John Alan GODFREY	01/06/1943	Director	DEAL/SCHEME
Rex-John PHILLPOTT	06/08/1963	Operations Manager	SCHEME

#### Key Persons

Name	DOB
Shawn RICHARD	20/02/1975
Rex-John PHILLPOTT	06/08/1963

#### Agents/External Service Providers

Name	Company Name	Function	Related P

#### Custodian

Company Name	Relationship

#### Representatives

Are/will Authorised  
Reps be appointed?

☐ Yes ☒ No

Approx. number appointed

Location

#### Organisational Capacity

Full-time  
AFSL-related  
employees

Outsourcing - organisational  
functions

Custody, Investment management,  
Research

#### Dispute Resolution

External Dispute Resolution Scheme

E.D.R.S. Name	Membership Number
Financial Institutions Complaints Scheme	INV803
Superannuation Complaints Tribunal	

#### Licence Details

Licence Number	238000	Licence Status	Approved
Date Original Licence Issued	01/02/2004	Expects to vary before	
Date Last Variation Issued	07/11/2005	Number of Variations	3

Previous Licences  
(cancelled upon grant of AFSL)

Licence Type	Licence Number	Cancelled as of	Licence Name
Dealer	15497	2004-02-01	TOLHURST CAPITAL LIMITED
Approved Trustee	N/A	2004-02-01e Number	Tolhurst Capital Limited

#### Licence Changes

Reason	Start Date	End Date	Link

#### Authorisations/Conditions

Status: Final from 07/11/2005

Qualified Licence under s1434 No  
Delayed Commencement Date 01/02/2004  
Client groups Retail Clients, Wholesale Clients

#### Authorisations

Provide Financial Product Advice

#### Limited to

Derivatives  
Life Products - Life Risk Insurance Products  
Managed Investment Schemes - including IDPS  
Superannuation

#### Deal in a financial product

Issue or Apply for or Acquire or Vary or Dispose a  
financial product

Life Products - Life Risk Insurance Products  
Managed Investment Schemes - including IDPS  
Securities  
Superannuation

Apply for or Acquire or Vary or Dispose of a financial product on behalf of another person

Life Products - Life Risk Insurance Products  
Managed Investment Schemes - including IDPS  
Securities  
Superannuation

Operate a Scheme

Named scheme(s)

Scheme(s) of a particular asset type(s)

Financial Assets

Named schemes: Titanium Wrap

Named scheme types: Financial Assets

Investor Directed Portfolio Service (IDPS) like

#### Licence Conditions

Key Person Requirements

Compliance Measures to Ensure Compliance with Law and Licence

Training Requirements for Representatives

Notification to Current or Former Representative's Clients

Financial Requirements for a Body Regulated by APRA

Audit Opinion on Financial Requirement Conditions of this Licence - APRA Regulated

Professional Indemnity Compensation Requirements - RE & IDPS

External Dispute Resolution Requirements

Agreement with Holder of Financial Product on Trust

IDPS Property - RE & IDPS Version

Agreement with Person Performing Transactional Functions of the IDPS

Compliance with Class Order 02/294 as an IDPS Operator

Prohibition to Operate Managed Discretionary Account Service

Retention of Financial Services Guides; Statements of Advice and material relating to personal advice

## Schemes

#### Scheme Details

ARSN	Name	Compliance Plan Auditor
092 296 850	ASTARRA OVERSEAS EQUITIES POOL	Christopher Gerard Hall
092 297 311	ASTARRA DIVERSIFIED NO 4 POOL	Christopher Gerard Hall
092 297 526	ASTARRA PROPERTY POOL	Christopher Gerard Hall
092 297 615	ASTARRA CASH POOL	Christopher Gerard Hall
092 297 802	ASTARRA CAPITAL PROTECTED POOL	Christopher Gerard Hall
092 298 005	ASTARRA DIVERSIFIED FUND NUMBER 3 POOL	Christopher Gerard Hall
092 298 130	ASTARRA DIVERSIFIED FUND NUMBER 1 POOL	Christopher Gerard Hall
092 301 132	ASTARRA DIVERSIFIED FUND NUMBER 2 POOL	Christopher Gerard Hall
092 301 347	ASTARRA AUSTRALIAN EQUITIES POOL	Christopher Gerard Hall
092 295 773	ASTARRA DIVERSIFIED FIXED INTEREST POOL	Christopher Gerard Hall
112 315 036	ABSOLUTE COVERED CALL FUND	Andrew David Reeves
112 315 009	MARQ CAPITAL RESIDENTIAL PROPERTY FUND	Andrew David Reeves
112 314 931	MILLHOUSEIAG PRIVATE EQUITY FUND	Andrew David Reeves
115 962 368	ALPHA STRATEGIC FUND	Andrew David Reeves
116 420 494	TITANIUM WRAP	Andrew David Reeves
<b>No of Schemes</b>	15	

## Compensation Arrangements

#### Professional Indemnity Insurance

Insurer	Policy Number	Excess	Indemnity	Expiry Date
American Home Assurance Company	86064	125000	5000000	14/02/2004

#### Security Bond

Financial Institution	Type	Location

## Compliance Structure

#### Compliance Details

Satisfaction of AS3806

☒ Yes ☐ No

Compliance committee?

☐ Yes ☐ No

Auditor

Name	Licence No
KPMG	

#### Compliance Breaches

Breaches of Compliance

Description	Category	Severity	Result	Date of B

## Industry RE Ratings

### RE Ratings

Agency Name	Rating Date	Current Rating	Previous Rating

## Annual Accounts...

## Related FSLT Activities...

## Regulatory Risk Score

Risk Score	49	Version	1.1	Date Calculated	24/03/2004
Request New Risk Score...			Risk Score History...		

# My

## RETIREMENT PLAN

Product Disclosure Statement dated: 29 November 2005

Issue Number 1

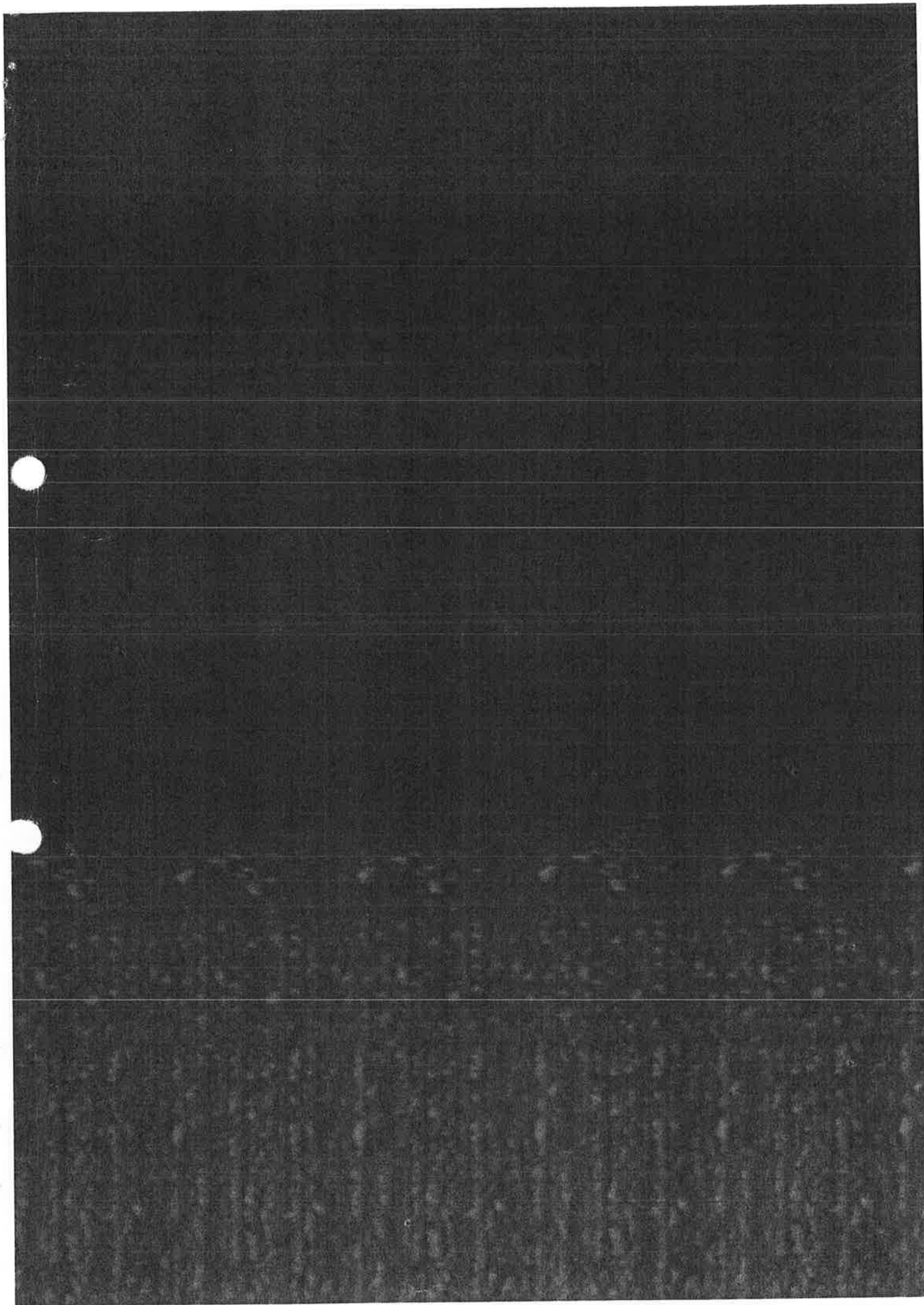
Issuer and Trustee: Astarra Capital Limited

ABN 33 001 277 256

Australian Financial Services Licence No. 238000

Registered Office: Level 41, 2 Park Street, Sydney NSW 2000

Telephone (02) 8267 8600 Facsimile (02) 8267 8690





# My

RETIREMENT PLAN

## CONTACT DETAILS

For further information, or a copy of any Product Disclosure Statements ("PDS"), please contact My Retirement Plan:

### BY TELEPHONE:

Local call cost within Australia: Client Service Line 1300 367 111  
Monday to Friday: 8.45am to 5.00pm (EST)

### BY POST:

My Retirement Plan  
PO Box 1282  
ALBURY NSW 2640

### BY FACSIMILE:

Members and advisers: 02 6041 9355

### BY EMAIL:

[myretirement@astarra.com.au](mailto:myretirement@astarra.com.au)

### BY WEBSITE:

[www.astarra.com.au](http://www.astarra.com.au)

## OFFICES OF ASTARRA CAPITAL LIMITED

### SYDNEY

Level 41  
2 Park Street  
SYDNEY NSW 2000

### ALBURY

Suite 3,  
Level 1  
540 Swift Street  
ALBURY NSW 2640

## ABOUT THE TRUSTEE

Astarra Capital Limited (referred to in this PDS as "Astarra", "we", "us" or "the Trustee") (ABN 33 001 277 256) (Australian Financial Services Licence No. 238000) is the issuer of My Retirement Plan. My Retirement Plan is a superannuation master trust (please see further in section 1). Astarra is an approved trustee (that is, approved by the Australian Prudential Regulation Authority ("APRA") to be an approved trustee of a public offer superannuation fund). APRA takes no responsibility for the contents of this PDS.

Astarra is a diversified financial services provider specialising in asset management. Established in 1992, Astarra provides investment management services for a number of corporations, professional groups and private clients as well as public offer superannuation funds.

Neither Astarra nor any of its related bodies corporate or associated parties, guarantee the performance of My Retirement Plan or the repayment of capital invested. This product is subject to investment risk including loss of income and loss of capital invested.

This PDS should not be used as a substitute for financial advice and you should speak to a licensed financial adviser before investing in My Retirement Plan. This PDS does not take into account your individual objectives, financial situation or needs.

## ACCESSING UP TO DATE INFORMATION

Information contained in this PDS that is not materially adverse to unit holders is subject to change from time to time and may be updated. For the most up-to-date information on your investment, you can check our website: [www.astarra.com.au](http://www.astarra.com.au) or contact us via email: [myretirement@astarra.com.au](mailto:myretirement@astarra.com.au).

A paper copy of this information will be given to you without charge on request. Likewise, you should advise us in writing, as soon as possible, if there is any change in your personal details (e.g. address, bank account etc).

# About this Product Disclosure Statement

## INTRODUCTION

My Retirement Plan (referred to in this PDS as the "Plan") is an effective way in which you can accumulate savings for your retirement years. The Plan is designed for:

- you;
- your spouse;
- employers; and
- their employees,

allowing members to save for their retirement in a relatively low-cost superannuation fund. The Plan also offers members the following simple and competitively-priced insurance to cover:

- Death only or Death and Total Permanent Disablement; and
- Salary Continuance.

For your convenience, premiums are deducted annually in advance from your account balance.

For further information on the features and Investment Options that you may choose please refer to Section 9 of this PDS.

## TRUSTEE

Astarra Capital Limited is the trustee of the My Retirement Plan.

## PDS

This PDS is dated 29th November 2005 and has been prepared by the Trustee. This PDS has not been lodged with the Australian Securities and Investments Commission ("ASIC") and is not required by the Corporations Act 2001 to be lodged with ASIC. The Trustee will notify ASIC that this PDS is in use in accordance with section 1015D of the Corporations Act 2001. ASIC takes no responsibility for the contents of this PDS.

## INVESTMENT DECISIONS

It is impossible to take into account the investment objectives, financial situation and particular needs of each reader of this PDS. Consequently, the information contained in this PDS is general advice only. This PDS has not been prepared taking into account any particular member's or class of member's particular investment objectives, financial situation or needs. Accordingly, nothing in this PDS should be construed as a recommendation by the Trustee or any associate or related bodies corporate of the Trustee or any other person concerning an investment in the Plan.

Before you invest, you should assess whether the particular Investment Option is appropriate for you. You should also assess and consider your individual circumstances and any tax implications of investing in the Plan. You should not rely solely on this PDS as the basis for your decision to invest. Please consult your financial adviser, taxation adviser or legal adviser for appropriate advice.



## About this Product Disclosure Statement



### VARIATION

Subject to the Trust Deed of the Plan, the terms and conditions set out in this PDS may change or be varied by the Trustee from time to time. If any increase to the fees and charges (other than government fees and charges and changes to the underlying investment managers fees) is to be made, you will be given 30 days prior notice in writing. In relation to other changes or events which are not an increase in fees or charges, as required by the Corporations Act 2001, the Trustee must notify you of any material changes or significant events regarding your investment in the Plan before the change or event or as soon as practicable after the change or event but not more than 3 months after.

### PAST PERFORMANCE AND UPDATED INFORMATION

Please note that past performance should not be taken as an indication of future performance. We may update past return figures and other details (including terms and features of this superannuation product where we are so permitted under the Corporations Act 2001, applicable class order or Trust Deed of the Plan) that are not materially adverse without issuing a supplementary PDS. Such updated information is accessible by calling the Trustee (our contact details are set out on the inside front cover of this PDS). A paper copy of the updated information will be available free of charge upon request. We will advise of changes that are materially adverse via a supplementary PDS or in another manner permitted by law.

### INVESTMENT IS NOT GUARANTEED

Please note that neither the Trustee nor any of its associates or related bodies corporate or any other person guarantee your investment in the Plan nor the repayment of capital invested or a particular rate of return. The value of your investment can rise or fall. Investment in an Investment Option is subject to certain risks, including possible delays in repayment and loss of income and loss of capital invested. Investing in an Investment Option does not result in you owning units in the underlying investments. Please see further Section 4 regarding investment risks.

### INVESTMENT RETURNS

Due to the level of investment returns earned by the Plan and the charges applicable to members investments in the Plan, if you leave the Plan within a few years of joining, you may get back less than you paid in.

### COOLING OFF

Please note that you have a 14 day cooling off period in which you may return the superannuation product and have your money repaid to you in accordance with the Corporations Act 2001.

### TAXATION INFORMATION

The taxation information contained in this PDS is of a general nature only. You should obtain advice from a taxation adviser for your individual circumstances.

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## Section One

### MY RETIREMENT PLAN AT A GLANCE

Current minimum contribution amounts		See Section
Initial Contribution	No minimum	5, 6, 7 as applicable
Initial Contribution with Regular Contribution Plan	No minimum	5
Minimum Contribution amount for the Regular Contribution Plan in total	\$40 per month	5
Minimum Balance per Investment Option	No minimum	n/a
Minimum Withdrawal	No minimum	n/a
Minimum to Switch to another Investment Option	No minimum	n/a
Fees and Charges		See Section
Withdrawal (Exit) Fee	Nil	3
Contribution Fee (Entry) Fee	Nil	n/a
Switching Fee	Nil	n/a
Rollover Fee	Nil	n/a
Trustee Fee	0.8% per annum	3
Expense Recovery	up to 0.2% per annum	3
Member Fee	\$0.50 per week	3
Investment Management Fee	0.6% to 1.63% pa depending on the Investment Option	3
Buy/Sell Spread	0.0% to 1% per transaction depending on the Investment Option	3
Investment Review Service Fee	up to 1%	3
Features		See Section
Investment Options	Investment options from which to choose	9
Insurance	<ul style="list-style-type: none"> <li>■ Death Only; or</li> <li>■ Death and Total and Permanent Disablement cover; and</li> <li>■ Salary Continuance Cover</li> </ul>	7
Notices that you will receive		See Section
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## Section Two

### THE BENEFITS OF INVESTING IN MY RETIREMENT PLAN



#### 2.1 CHOICE OF INVESTMENT OPTIONS, FLEXIBILITY AND CONTROL

My Retirement Plan aims to give you investment choice, flexibility and control over your superannuation entitlement. Depending on your personal circumstances and financial requirements, you together with your financial adviser can create a portfolio by choosing from the full suite of asset sector portfolios which are managed by a wide variety of investment managers. However, if you prefer, you can invest in a diversified portfolio which uses a combination of investment managers and where the long-term asset allocation has been chosen for you. It's your choice!

#### 2.2 FEE STRUCTURE

My Retirement Plan aims to provide a relatively low-cost superannuation plan, with no withdrawal (exit) fees, contribution fees or switching fees.

*Verify ✓*

#### 2.3 PROFESSIONAL INVESTMENT MANAGERS

The Trustee undertakes a selection process to choose professional investment managers to manage your money and help to achieve your retirement objectives.

#### 2.4 ACCESS TO DIVERSIFIED SECTOR PORTFOLIOS

My Retirement Plan provides you with flexibility and choice when diversifying your investments. You can choose your own asset sectors to suit you or just choose one of the pre-selected diversified portfolios. The diversified portfolios offer one way for you to diversify your investments in one easy step.

#### 2.5 REPORTING

Instead of receiving a number of reports from several different investment managers, you receive one consolidated annual report regarding your Investment Options. This reduces the paper work and gives you the information you need on your superannuation entitlement in one convenient location.

There is also one contact point for all information and enquiries that you may have including obtaining switching forms and other forms. Please refer to our contact details on the inside cover of this PDS, should you require any information.

#### 2.6 FLEXIBILITY TO TAILOR YOUR INVESTMENT STRATEGY TO SUIT YOUR NEEDS

You can choose to invest via a Regular Contribution Plan in order to achieve your investment and retirement objectives. You can invest as little as \$40 per month in aggregate in one or more Investment Options.

#### 2.7 LIFE INSURANCE COVER AVAILABLE

Through My Retirement Plan, you can obtain insurance for death, or death together with total and permanent disablement, or salary continuance cover. Taking out insurance under your superannuation plan is generally a cost effective way to obtain insurance. For more information please refer to Section 7.

## Section Three

### FEES AND OTHER COSTS

#### 3.1 TABLE OF FEES AND OTHER COSTS

This table shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment (if any) or from the Fund's assets as a whole. Taxes are set out in Section 5 and insurance costs are set out in Section 7 of this PDS.

You should read all the information about fees and costs because it is important to understand their impact on your investment. Amounts shown are inclusive of GST and net of any applicable reduced input tax credits available.

#### DID YOU KNOW?

**Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.**

**For example, total annual fees and costs of 2% of your fund balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100 000 to \$80 000).**

**You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.**

**You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.**

#### TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website ([www.fido.asic.gov.au](http://www.fido.asic.gov.au)) has a superannuation calculator to help you check out different fee options.

TYPE OF FEE OR COST	Amount	How and when paid
<b>Fees when your money moves in or out of the fund</b>		
Establishment Fee The fee to open your investment.	Nil	Not applicable
Contribution Fee The fee on each amount contributed to your investment.	Nil	Not applicable
Withdrawal Fee The fee on each amount you take out of your investment.	Nil	Not applicable
Termination Fee The fee to close your investment.	Nil	Not applicable
<b>Management Costs</b>		
The fees and costs for managing your investment* The amount you pay for specific investment options is shown on page 8 of this PDS.	The amount you pay may range from 1.6% p.a. to 2.63% p.a.	These amounts are not deducted from your account but reduce the returns you would otherwise receive.  The management costs represented by the range, are calculated daily and deducted from the underlying investment options monthly in arrears.*
Member Fee	\$26 p.a member fee	The member fee is deducted from your account balance on a monthly basis.
<b>Service Fees</b>		
Investment Switching Fee The fee for changing investment options	Nil	Not applicable

\* The management costs may include an amount payable to advisers. Please refer to Commission payable to Advisers and/or Agents.

## Section Three

### FEES AND OTHER COSTS

#### Trustee / Issuer Fee

This fee is for the Trustee to provide administration services to the Plan operations and/or for providing access to the Plan's investment options. The fee is 0.8% of the net assets of the investment options calculated daily and charged monthly in arrears from the investment options.

To avoid claiming fees twice, where the Investment Options invest in other managed funds, the Trustee will charge only the issuer fee set out in this PDS. For all Investment Options, the issuer fees will be based on the net asset value of the Trustee's investment.

#### Expense Recoveries

Operating expenses represent a reimbursement to the Trustee from the Plan to cover the operating expenses incurred by the Trustee in connection with it performing its duties and obligations in the day to day operating of the Plan. The Trustee is entitled to be reimbursed for the operating expenses incurred for operating the Plan. Currently, the Trustee chooses to charge up to 0.2% of net assets to meet the expenses of the Plan.

From time to time, there may be incurred abnormal operating expenses which result as a consequence of legal costs incurred by changes in the trust deed or defending legal proceedings. At the Trustee's discretion, up to 100% of the expense recoveries may be payable to the investment manager or other persons approved by the Trustee.

#### Investment Management Fees

The Trustee's estimate of the investment management fees charged for each Investment Pool are set out in the table on page 8 and are based on the weighted average investment management fees charged by the current investment managers assuming that the Investment Pool allocations are made in line with the Trustee's benchmark asset allocations. These investment management fees represent the cost of investing in the underlying funds as at the date of this PDS and vary between Investment Pools.

These fees are taken into account when arriving at the unit price and are paid to the manager of the underlying investment fund

in accordance with the investment management agreement entered into between the Trustee and the investment manager. As these fees are taken into account in arriving at unit price it will impact the returns of your investment.

#### Performance Fees

Some of the Investment Options have performance fees which will impact upon the return of the Investment Option. Investment Options to which a performance based fee may apply are indicated by \* in the previous table showing the breakdown in management costs.

Typically the performance fee is only payable when the investment manager out performs a benchmark agreed between the investment manager and the Trustee. Performance fees are designed to motivate the investment manager to generate the highest return achievable, and are meant to align the interests of the investment manager with the interests of the member. The fee is calculated as a percentage of the out performance (the amount by which the manager exceeds a 10 % return). Typically performance fees are between 0% and 20% of the amount by which the investment manager exceeds 10% return.

The full methodologies for calculating performance fees are detailed in the constitution of the underlying fund, into which the Investment Options invest. We will provide you with a copy of the relevant constitution on request, free of charge.

#### Transaction Costs

Transaction costs are the costs of buying and selling investments, such as buy/sell spreads, brokerage and government charges payable including stamp duty. These costs are incurred in the day to day management of the Investment Options.

The buy/sell spread is a transaction cost charged to enter (buy units) or exit (sell units) an Investment Option. This is charged because entering or exiting an Investment Option requires the Trustee to incur brokerage and other costs to buy and/or sell the Investment Option's units.

## Section Three

### FEES AND OTHER COSTS

# My

## RETIREMENT PLAN

This is an activity-based cost and may be charged to you every time you:

- contribute (either initially or additionally), rollover or transfer; or
- switch between Investment Options; or
- withdraw from an Investment Option,

and is built into the entry and exit unit prices of the relevant Investment Options. As this cost is built into the unit price you receive on entry or exit it will impact upon the return on your investment.

The buy/sell spread aims to ensure that existing members do not pay any transaction costs associated with other members entering or exiting the Investment Options. This cost is in addition to the contribution fee (if any). As this cost is built into the unit price it will not show as a transaction cost on your periodic statements.

#### Family Law fees and charges

A fee may be charged where the Trustee is required to:

- provide certain information about your superannuation interest to certain eligible persons upon request without notifying you of the request; and
- flag or split your superannuation interest in accordance with a superannuation agreement or Family Court order.

Although we are permitted, by law, to charge fees in respect of a request for information or splitting superannuation, it is not currently our intention to do so. We will give you 30 days written notice before making a change in relation to such fees and charges.

#### Bank and Government Charges

In addition to the fees set out in this section, standard government fees, duties and bank charges may also apply to investments and withdrawals (including dishonor fees and conversion costs and bank cheques) and are paid by the investor. If your application cheque or direct debit is dishonored we will charge you a dishonor fee, currently \$20, together with any bank dishonor fee we incur.

#### Insurance Premiums

The Trustee of the Fund has arranged a group

life policy to be in place for the benefit of the members of the Fund.

The insurance premiums represent the cost of having life insurance cover provided via the plan. Obtaining this cover is optional and is only available through membership of My Retirement Plan.

The cost of insurance to you is generally based on your age, gender, occupation, smoking status and health. (Stamp duty is also payable on salary continuance insurance).

You can call the Trustee's Client Service Line on 1300 367 111 to provide you with a quote for life insurance cover. Any insurance premiums payable are deducted annually in advance from your account. Please see Section 7 for further details.

#### (a) Death Only and Death and TPD Cover

Your group life policy premium has been calculated taking into account all of the fees and charges related to the premium. These are included in the premium charged. These are:

- **Administration Fee:** The Trustee is entitled to a fee of up to 6.25% of the net premium for providing administration services. This may be paid to Astarra Capital Limited or any other person appointed to provide administration services (see Section 7); and
- **Adviser Service Fee:** Your adviser may be entitled to a fee of up to 25% of the net premium for providing advice. The Trustee and your adviser may be entitled to a profit sharing rebate paid as an administration fee by the Insurer if it is justified by the claims experience.

#### (b) Salary Continuance

Your group salary continuance policy premium has been calculated taking into account all of the fees and charges related to the premium. These fees and charges are included in the premium. These are:

- **Administration Fee:** The Trustee is entitled to a fee of up to 6.25% of the premium for providing administration services. The Trustee may pay some of this fee to any other person with entity appointed to provide administration services; and



## Section Three

### FEES AND OTHER COSTS

- **Adviser Service Fee:**  
Your adviser may be entitled to a fee of up to 25% of the premium for providing advice. The Trustee and your adviser may be entitled to a profit sharing rebate; paid as an administration fee by the Insurer if it is justified by the claims experience.

For all fees and charges related to the premium, the Trustee undertakes not to apply any other fees and charges related to insurance premiums without your specific consent.

#### 3.3 INCREASES OR ALTERATIONS TO FEES AND CHARGES

##### 3.3.1 Fees and charges (not relating to insurance)

The Trustee reserves the right to pass on without notice any Government taxes or charges currently applying or which may apply in the future and increases in investment fees if the underlying investment managers vary their fees.

Subject to the Trust Deed, the Trustee may vary the fees and charges specified above at any time in its absolute discretion. However, if the variation is an increase in a fee or charge, the Trustee will give you 30 days advance written notice.

##### 3.3.2 Fees and charges relating to insurance

The Trustee will advise you of any changes to the fees, charges or benefits offered under the Death Only Cover, Death and TPD Cover and Salary Continuance Cover, at least 30 days before the changes take effect.

#### 3.4 WHAT IS PAID TO YOUR FINANCIAL ADVISER?

##### 3.4.1 Commission

The financial adviser selling you this product may receive payment ("Commission") for the sale. Your adviser has to meet his or her expenses from this Commission and also relies on it to provide

him or her an income. The remuneration your adviser receives is negotiated between you and your adviser.

The Commissions paid to your adviser described below are included in the charges above or in the premium (if you elect to take life insurance) except for any remuneration that the adviser charges directly to you as a fee for services. For the purposes of calculating the Commission, we will disclose information about your investment to your financial adviser.

They may receive the following commission:

##### Ongoing commission

This is the ongoing remuneration paid to your financial adviser by the Trustee for providing ongoing service and investment advice to you in relation to the Plan. The ongoing commission is paid out of our issuer fee and is at no additional cost to you.

##### 3.4.2 Investment Review Service

You should regularly review your investment portfolio with your financial adviser as your circumstances change. If you arrange an Investment Review Service with your adviser, you may give the Trustee your written authority to debit your account by the amount you specify, being not more than an amount of 1.00% p.a. of your account balance.

On a monthly basis, the Trustee will pay the amount of the fee to your financial adviser, together with other payments due to the adviser.

## Section Three

### FEES AND OTHER COSTS



#### 3.5 TAX BENEFITS

Tax is payable on investment earnings in the Plan at 15%. This affects the fees payable on your account as the Plan is allowed a tax deduction on fees relating to investments in My Retirement Plan. This tax deduction reduces the actual impact of fees on your account by 15%. All fees disclosed in this PDS, unless otherwise specifically stated are represented before the allowable tax deduction.

#### 3.6 EXAMPLE OF FEES & COSTS

This table gives an example of how the fees and costs in the Plan can affect your investment over a 1 year period. You should use this table to compare this product with other superannuation products.

EXAMPLE - BALANCED INVESTMENT OPTION BALANCE OF \$50 000 INCLUDING A CONTRIBUTION OF \$5 000 AT THE BEGINNING OF THE YEAR		
Contribution Fees	0%	For the additional \$5,000 you put in, you will be charged \$0.
PLUS Management Costs	2.19% <sup>1</sup> pa + \$26 pa	And, for the \$50,000 you have in the Plan you will be charged \$1.095 each year plus \$26 member fee regardless of your balance.
EQUALS Cost of fund		If you invest \$5,000 at the beginning of the year and your balance was \$50,000 over the course of the year, you would be charged fees \$1.121.

<sup>1</sup>The management costs may include an amount payable to advisers. Please refer to "Commission payable to Advisers and/or Agents" in this PDS.

<sup>2</sup>Additional fees, such as transaction costs and bank and government charges may apply.

## Section Four

### WHAT ARE THE RISKS OF INVESTING IN MY RETIREMENT PLAN?

There are many different types of risks associated with investing. You must keep in mind that you cannot completely eliminate investment risks and other risks of investing. You, together with your financial, legal or tax adviser, need to consider your investment objectives and be comfortable with the level of risk that may be required in order to achieve those investment objectives. You may want to consider the following questions:

#### 4.1 WHAT IS YOUR RISK TOLERANCE?

It is important to consider your investment timeframe, your investment objectives and your risk tolerance. These are different for everyone. Remember, the higher the risk profile of a particular investment strategy, generally the greater the return but the greater the chance of loss. Vice versa, the lower the risk profile of a particular investment strategy, generally the lower the return but the lower the chance of loss. Before you make your investment selection, it is important to understand your own risk profile in order to match your risk and return expectations with those of the investments.

#### 4.2 WHAT IS YOUR INVESTMENT TIME HORIZON?

This will depend on whether you are still working or whether you are about to retire. If you do not plan to be invested for a long period of time you may consider investment options with low or medium volatility, as their returns typically do not fluctuate widely. Choosing investment options with low volatility means that if you have to withdraw your investment at a particular time, there is less chance of it being worth less than when you first invested. If you plan to be invested for a long time, then you may wish to consider investment options with higher volatility.

#### 4.3 WHAT ARE YOUR EXPECTATIONS REGARDING THE RETURNS ON THE INVESTMENT?

To achieve returns greater than the cash or 10 year bond rates you need to be able to withstand possible low returns as well as high. While investments in Australian and international shares and property have had periods of very high returns, these have sometimes been followed by periods of negative returns. If you want to achieve the high returns then you must be prepared to sit out the possible low returns as well.

Risk management is integral to the Trustee's overall approach to managing investments. Our investment processes are designed to ensure that we manage risk at a number of levels within each Investment Option. Please refer to Section 9 of this PDS for further information.

#### 4.4 INVESTMENT OPTIONS

Members should be aware that there are inherent risks associated with investing in an Investment Option. Please refer to Section 9 of the PDS for further information.

## Section Five

### MY RETIREMENT PLAN FEATURES



#### 5.1 CONTRIBUTING TO MY RETIREMENT PLAN

The Plan allows you to tax effectively, accumulate your superannuation savings and to transfer eligible termination payments into superannuation.

#### 5.2 WHO IS ELIGIBLE TO CONTRIBUTE?

Generally you and/or your employer or your spouse can contribute to the Plan at any time. The Trustee may also accept rollovers including eligible termination payments paid by your employer and from other superannuation funds.

The Trustee reserves the right to refuse any contributions or rollovers.

The eligibility criteria to contribute to My Retirement Plan are any of one of the following:

- Between the age of 18 and 64 contributions can be received without evidence of the person being gainfully employed.
- For people aged between 65 and 74 the Plan can receive contributions if you are gainfully employed for at least 40 hours in a period of 30 consecutive days in the current financial year.

#### 5.3 SPOUSE CONTRIBUTIONS

You may contribute on behalf of your Australian resident spouse, whether legal or de facto, even if they do not satisfy one of the above conditions, provided that your spouse is:

- under age 65; or
- over age 65 and under age 75 and gainfully employed on a part-time or full-time basis; or
- a co-contributor (see further Section 5.11.6); or
- where contributions are made in satisfaction of an entitlement under a marriage break down payment split.

#### 5.4 ROLLOVERS

You may consolidate your superannuation benefits by transferring or rolling over your eligible termination payments paid by your employer or from other superannuation funds.

To roll-over any eligible termination payments or other amounts from other superannuation funds, simply fill out a "Transfer Request Authority" and forward to us at our Albury office (our contact details are set out on the inside cover of this PDS).

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### MY RETIREMENT PLAN FEATURES

#### 5.5 HOW DO I MAKE A CONTRIBUTION?

To invest in any of the Investment Options, simply follow the instructions in Section 10 of the PDS.

There is no minimum or maximum amount that you may contribute or rollover to the Plan. Regular and other additional contributions can be made providing that the eligibility criteria are met each time (see above Section 5.2 "Who is eligible to contribute?").

You must invest in at least one Investment Option. You should consider your choice within the context of your investment objectives. The amounts you allocate to one or more Investment Option/s will make up your investment strategy. You can invest as little or as much as you like into an Investment Option. There is no minimum or maximum amount you may invest in a particular Investment Option.

If you do not select any Investment Option, the Trustee will invest your money into a default Investment Option which is the Cash Pool (until otherwise instructed by you in writing).

#### 5.6 REGULAR CONTRIBUTION PLAN

The Plan offers you the ability to make regular monthly contributions or savings into your superannuation (known as a "**Regular Contribution Plan**" in this PDS). This allows you to build up your superannuation savings. You may contribute as little as \$40 per month in total which may be allocated to one or more of your Investment Options.

Regular contributions may be made monthly by direct debit transfer from your bank, building society or credit union account. Deductions will be made on the 15th day of each month or, where this is not a business day, on the next working day. Should your circumstances change you may stop and restart your Regular Contribution Plan at any time simply by informing us in writing.

Additional contributions can be made at any time subject to you meeting the eligibility conditions outlined above (see above Section 5.2). The Trustee reserves the right to refuse any contributions to or transfers into the Plan.

#### 5.7 HOW DO I MANAGE MY INVESTMENT?

The Plan aims to offer you flexibility whilst assisting you to maximise your superannuation benefit.

You can:

- make additional contributions by cheque, a Regular Contribution Plan direct debit;
- change your investment strategy by switching between Investment Options without a switching fee (although a buy/sell spread may be taken out of your investment which will be reflected in the unit price (see Section 3);
- take up insurance cover such as Death Only or Death and Total and Permanent Disablement or Salary Continuance insurance; and
- nominate a beneficiary in the event of your death.

#### 5.8 BENEFITS

##### 5.8.1 Benefits and conditions of release

Your benefit at any time is reflected by your account balance. You will receive a half yearly and yearly statement which shows your account balance.

Contributions, rollovers, transfers, investment earnings and insured benefits payable are credited (added) to your account balance. From this, any tax payable, insurance premiums (if applicable), contribution and member charges (if applicable), benefits payable and any negative investment returns are debited (deducted).

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### MY RETIREMENT PLAN FEATURES



Generally, your benefits are payable when they become unrestricted non-preserved. This occurs when you satisfy a condition of release, as defined under Superannuation Industry (Supervision) Act 1993 (referred to as the "SIS Act" in this PDS).

Generally, the conditions of release, subject to cashing restrictions under SIS Act, are:

- retiring on or after your preservation age (for your preservation age, see table below);
- ceasing an employment arrangement on or after reaching age 60;
- reaching age 65;
- Total and Permanent Disablement (also known as "permanent incapacity" in SIS Act);
- certain non-residents permanently departing Australia;
- severe financial hardship;
- compassionate grounds in accordance with APRA guidelines;
- death;
- members with account balances less than \$200 who leave their employer;
- or
- temporary incapacity.

Your preservation age is 55 if you were born before 1 July 1960. This increases progressively to age 60 if you were born on or after that date. (Please see table below).

PRESERVATION TABLE

Date of birth	Preservation age
Before 1 June 1960	55
1 July 1960 – 30 June 1961	56
1 July 1961 – 30 June 1962	57
1 July 1962 – 30 June 1963	58
1 July 1963 – 30 June 1964	59
After 30 June 1964	60

All benefits paid are net of any applicable tax.

Members of My Retirement Plan are offered optional insurance benefits. There are three types of cover; Death only, or Death and Total and Permanent Disablement, or Salary

Continuance insurance. Details of the insurance options are explained in Section 7.

You will be deemed to have retired when:

- You are aged less than 60 and you have reached your preservation age and an arrangement under which you were gainfully employed has ceased and you do not intend to become gainfully employed for 10 or more hours each week again.
- You are aged 60 or over and an arrangement under which you were gainfully employed has ceased.

Benefits may be taken as a lump sum, rolled over to another regulated superannuation Plan, or used to commence a pension (an income stream).

For the purposes of the preservation rules, a member's benefits are divided into three categories:

- (i) preserved benefits;
- (ii) restricted non-preserved benefits;
- (iii) unrestricted non-preserved benefits.

Since 1 July 1999, all new contributions made to the Plan and all earnings will be required to be preserved.

#### 5.8.2 Restricted non-preserved benefits

Certain pre-1 July 1999 contributions may be classified as restricted non-preserved benefits. These benefits can only be paid to you on meeting one of the conditions of release of preserved benefits (see above section 5.9.1), or if your employer has made contributions to the Plan on your behalf and you terminate employment with this employer.

#### 5.8.3 Unrestricted non-preserved benefits

Unrestricted non-preserved benefits may be withdrawn from the Plan at any time. Since 1 July 1999, the value of your existing restricted non-preserved benefits and unrestricted non-preserved benefits has been quarantined and will not be increased unless you rollover restricted non-preserved and unrestricted non-preserved benefits from another fund or meet a condition of release detailed above. In some circumstances, these benefits may be reduced by negative investment performance.

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### MY RETIREMENT PLAN FEATURES

#### 5.9 HOW DO I WITHDRAW?

Please refer to Section 6.11 for details.

#### 5.10 COMPULSORY WITHDRAWALS FROM THE FUND

The law requires your entire superannuation benefit to be paid:

- For people aged between 65 and 74 when:
  - You are no longer gainfully employed and you were not gainfully employed for at least 240 hours in the previous financial year.
- For people aged 75 and over when:
  - You turn 75 on or after 1 July 2004 compulsory cashing or rolling of your superannuation benefit to commence an income stream is required. However employer financed benefits accrued after the age of 65 may remain in superannuation for members who continue to work at least 30 hours per week and are in receipt of employer mandated contributions under a certified industrial agreement.
  - Members that are already 75 prior to 1 July 2004 must cash in their superannuation if they cease to be gainfully employed for at least 30 hours per week.

You can choose to receive your benefit:

- as a lump sum, or
- as a regular income by transferring to a pension plan; or
- as a regular income by purchasing an annuity.

#### 5.11 TAXATION

The taxation information below is of a general nature only. Members should obtain advice from a taxation adviser specific to your individual circumstances, as at July 2005.

##### 5.11.1 Tax on contributions

A contribution tax of 15% plus the contributions surcharge tax (if and when applicable) will be deducted from any:

- Contributions for which you claim a tax deduction;
- Employer contributions; or
- 'Untaxed element' of the post-June 1983 component of an eligible termination payment rolled over.

For employer contributions and contributions where a tax deduction has been claimed, the Trustee applies the contributions tax of 15% after fees and insurance premiums are deducted (i.e. on your net superannuation contribution). The Plan claims a tax deduction on the application fees applied to member accounts in its Annual Income Tax and Regulatory Return and apportions this back to fund members in proportion to their investment.

Prior to 1 July 2005 the Government imposed a superannuation surcharge tax on high income earners. Generally, for members whose taxable income plus any surchargeable contributions and reportable fringe benefits ('adjusted taxable income') for the 2004/2005 financial year exceeded \$99,710, an additional tax surcharge may be imposed on contributions to the Plan. The tax surcharge varies based on your adjusted taxable income, up to a maximum of 12.5% (for the 2004/2005 financial year, reducing to a maximum of 10% in the 2005/2006 and later financial years) where the adjusted taxable income exceeds \$114,981. From 1 July 2005, this surcharge will no longer apply in respect of superannuation benefits that accrue, contributions made or termination payments received from that date.

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### MY RETIREMENT PLAN FEATURES



#### 5.11.2 Offsets and deductions

A person can obtain an income tax rebate of up to \$540 per annum for superannuation contributions made on behalf of their low income or non-working eligible spouse. The rebate is calculated as 18% of contributions up to a maximum of \$3,000. The \$3,000 limit reduces by \$1 for every \$1 that the spouse's assessable income plus reportable fringe benefits exceeds \$10,800. Thus the rebate phases out when the spouse's assessable income plus reportable fringe benefits is \$13,800 or more. Although there is a limit upon the rebate available, there is no limit on the amount of the contribution which may be made for an eligible spouse.

Self employed persons and employees without employer supported superannuation may claim the first \$5,000 of contributions plus 75% of any contributions above \$5,000 as a tax deduction. The deductible contributions may not exceed the maximum in the table below. You should qualify for these deductions so long as you meet the legal definition of "substantially self-employed". The definition of "substantially self employed" is that your assessable income, exempt income and reportable fringe benefits in respect of which employer superannuation is provided, is less than 10% of your total assessable income plus reportable fringe benefits. The deductible contributions for the 2005/2006 year may not exceed the maximums in the table below.

Age at the end of the financial year	Maximum Deduction Limit (\$)	Self-employed Contribution Required to Claim Maximum Deduction (\$)
Under 35	14,603	17,804
35 – 49	40,560	52,414
50 and over	100,587	132,450

The maximum deductible contributions are indexed annually in line with Average Weekly Ordinary Times Earnings (AWOTE).

The deductions which may be claimed by employers are dealt with in Section 5.13.5.

#### 5.11.3 Tax on investment earnings

Your investment earnings and realised capital gains in My Retirement Plan are taxed at up to 15%, which is a lower rate than most other forms of savings. Capital gains tax can be reduced to an effective rate of 10% for assets held beyond a 12 month period. The effective rate may be reduced by certain allowances and credits (including imputation credits attached to dividends paid on some Australian shares). Refunds of the excess imputation credits are also available.



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### MY RETIREMENT PLAN FEATURES

#### 5.11.4 Tax on rollovers or ETPs

Generally, no tax is applied on amounts rolled over into My Retirement Plan unless the rollover contains an 'untaxed element' of the post-30 June 1983 component. In this case, the Trustee is required to deduct tax at 15% plus the tax surcharge where applicable, on that amount.

#### 5.11.5 Tax on lump sum withdrawals

Tax may be payable when you make a lump sum withdrawal from the Plan. The amount of tax payable is dependent on the components that are included in your eligible termination payment and your age at the date of payment and the amount of the withdrawal. The lump sum tax rates applicable to the various components of an eligible termination payment are set out in the table below.

LUMP SUM TAX RATES

Eligible Termination Payment (ETP) component	Tax payable If you are under age 55	Tax payable If you are over age 55
Pre-1 July '83	5% of this amount taxed at the individual's marginal tax rate <sup>2</sup>	5% of this amount taxed at the individual's marginal tax rate <sup>1</sup>
Concessional	5% of this amount taxed at the individual's marginal tax rate <sup>1</sup>	5% of this amount taxed at the individual's marginal tax rate <sup>1</sup>
Post-June '94 Invalidity	Nil	Nil
Undeducted	Nil	Nil
CGT Exempt	Nil	Nil
Excessive	Highest marginal tax rate <sup>1</sup>	Highest marginal tax rate <sup>1</sup>
Post-June '83 (if paid from a taxed source)	Taxed at 20% (max) <sup>1</sup>	Nil for first \$129,751 <sup>2</sup> , then 15% <sup>1</sup>
Post-June '83 (if paid from an untaxed source)	Taxed at 30% (max) <sup>1</sup>	15% for first \$129,751 <sup>2</sup> , then 30% <sup>1</sup>

<sup>1</sup> Plus Medicare Levy

<sup>2</sup> Applicable for 2005-2006; increases each year on 1 July in line with AWOTE.

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### MY RETIREMENT PLAN FEATURES



Please note, different tax rates may apply to temporary residents permanently departing Australia.

#### 5.11.6 Government Co-Contributions

If you intend to make voluntary superannuation contributions and your total assessable income is \$28,000 or less, you may be able to obtain a \$1.50 government co-contribution for each dollar (\$1) personal contribution you make (up to \$1,500). The co-contribution applies at reduced levels for those earning between \$28,000 and \$58,000. For further information on your potential co-contribution entitlements please consult your financial adviser.

#### 5.11.7 Reasonable benefit limits

The concessional tax treatment of your withdrawals from the Plan is subject to a maximum limit known as your Reasonable Benefit Limit (RBL). The RBLs for the 2005/2006 year are:

- Lump Sum RBL      \$648,946; and
- Pension RBL        \$1,297,886.

Under transitional arrangements, you may be entitled to a higher RBL limit. The pension RBL generally applies if you take at least 50% of your benefit in the form of a complying pension or annuity. Allocated pensions, allocated annuities and certain term annuities are not complying pensions and do not qualify for the higher pension RBL.

If you were to receive a benefit payment prior to reaching age 55 your lump sum RBL will be discounted by 2.5% for each year you are under 55.

The Australian Taxation Office is responsible for administration of RBLs. The Trustee is required to notify the Australian Taxation Office of the withdrawal of all ETPs.

#### 5.11.8 Family Law

The Corporations Act 2001 and the Family Law Act 1975 (Cth) allows for superannuation benefits to be split between you and your spouse in the case of legal separation or divorce. Under the legislation, the Trustee may be required to:

- provide certain information about your superannuation interest to certain eligible persons upon request without notifying you of the request;
- 'flag' and/or split your superannuation interest in accordance with a superannuation agreement or Family Court order.

Although we are permitted by law to charge fees in respect of a request for information or splitting superannuation, it is not currently our intention to do so. We will give you 30 days written notice before making a change in relation to such fees and charges.

The legislative requirements for splitting your superannuation are complex and effecting a split of your superannuation interest may have significant financial and tax consequences for you. We therefore recommend that you seek professional legal, tax and financial advice on how these provisions may affect you.

#### 5.12 INFORMATION FOR EMPLOYERS

Employers can choose to contribute to the Plan. My Retirement Plan is a regulated superannuation fund allowing employees to accumulate their superannuation savings simply and tax effectively. As the Plan is a division of a complying superannuation fund providing superannuation benefits for members, or their dependants in the event of death, employers may, subject to the limits outlined in Section 5.12.5, generally claim an income tax deduction for contributions made for eligible employees. The Plan may also be used to meet your superannuation guarantee obligations.

Employers may cost-effectively tailor the features and benefits of the Plan on a group basis to suit the specific needs of a company's employees. The Plan allows employees' changing superannuation needs to be met.

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### MY RETIREMENT PLAN FEATURES

#### 5.12.1 Contributions

You may contribute to the Plan on behalf of your employees provided that they meet certain eligibility criteria (see section 5.2).

These contributions may be mandated employer contributions or additional employer contributions.

- Mandated employer contributions generally include superannuation guarantee contributions and those required to be made under an agreement certified or an award made after 30 June 1986 by an industrial authority.

Provided that the employee meets one of the eligibility criteria listed in section 5.2, you may make superannuation contributions in excess of the superannuation guarantee amount on behalf of the employee.

You may make superannuation contributions on a weekly, monthly, or quarterly basis by cheque or direct transfer, or monthly by direct debit.

In addition to employer contributions, you may choose to enable your employees to make personal and eligible spouse contributions to the Plan. Where this is offered, a Regular Contribution Plan (see Section 5.7) can be made available to your employees. However, the eligibility criteria defined by legislation must be met.

As a general rule, your employees may also consolidate their superannuation benefits by transferring or rolling-over these benefits into the Plan. These benefits may be transferred or rolled over at any age and may be retained in My Retirement Plan beyond age 65 or beyond age 70 in certain circumstances (see Section 5.10).

My Retirement Plan requires no minimum or maximum amount to be contributed or rolled over. In addition, no minimum or maximum number of employees is required from the one company. However, the Trustee reserves the right to refuse any contributions or rollovers.

#### 5.12.2 Employee choice

My Retirement Plan is designed to be flexible. Employers can allow each employee to choose the investment strategy and Investment Options appropriate to their needs.

#### 5.12.3 Insurance options

Employers may arrange for insurance benefits for their employees on a group basis. The options are:

- Death Only Cover or Death and TPD Cover; and
- Salary Continuance Cover.

These can be tailored to satisfy award provisions or to suit your employees' needs individually or by category. A full range of design features is available to you. For example, you may set the type and amount of insurance benefits.

The cost of insurance, that is, the premium amount, will be debited annually to each employee's account. Insurance options are fully explained in Section 7 of this PDS.

#### 5.12.4 Employee Categories

Where you do not provide choice of insurance option to your employees, you will need to categorise your employees into a maximum of two categories (referred to as category A and category B).

For each category you will need to advise the Trustee of your choice of the type and amount of insurance required for each category on the Employer application form.

#### 5.12.5 Taxation

This taxation information below and that in Section 5.11 above is general information and intended as a guide only. You should consult your tax adviser to determine the taxation implications of contributing on behalf of your employees.

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### MY RETIREMENT PLAN FEATURES



#### OFFSETS AND DEDUCTIONS

Employers can claim as a tax deduction, contributions made to the Plan for the benefit of persons who are their employees as defined in the relevant provisions of the *Income Tax Assessment Act 1936 (Cth)*. For employers, the deductible contributions for the 2005/2006 year may not exceed the maximums in the table below.

Age at the end of the financial year	Maximum Deduction Limit (\$)
Under 35	14,603
35 – 49	40,560
50 and over	100,587

The maximum deductible contributions are indexed annually in line with Average Weekly Ordinary Times Earnings.

#### 5.12.6 Policy Committees

If you have more than 50 employees you need to form a Policy Committee to help your employees to understand the operation of your plan and to provide them with a forum to express their views to the Trustee. A Policy Committee must have an equal number of employer and employee representatives.

If you have between 5 and 50 employees, you may have a Policy Committee if you choose. You must have a Policy Committee if a written request is made by at least 5 employees.

#### 5.12.7 Regular Reporting

Once you commence making contributions we will send you, for your records, receipts of payments made.

Your employees will be provided with a copy of this PDS and will be required to complete

the attached application form to become members of My Retirement Plan.

When your employees become members they will be sent a letter of confirmation detailing the investment you have made on their behalf.

Furthermore, they will receive a yearly and half yearly statement and annual report on their superannuation investments.

#### 5.12.8 Application Form

Please see Section 10 of this PDS for instructions on how to complete the application form.

#### 5.13 LABOUR STANDARDS OR ENVIRONMENTAL, SOCIAL AND ETHICAL CONSIDERATIONS

We do not take labour standards, or environmental, social or ethical considerations into account when making investment decisions for each Investment Option. However, such issues may financially affect an investment.

Any such financial effect would influence the Trustee's investment decisions. The investment manager may have various policies regarding the extent to which they take into account such matters when investing. Astarra does not consider such factors when selecting external investment managers for the Investment Options.

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### HOW MY RETIREMENT PLAN OPERATES

#### 6.1 WHEN I MAKE A CONTRIBUTION HOW MANY UNITS WILL I RECEIVE?

The number of units which will be issued to you is calculated by the Trustee. Your contribution amount (less any contribution fees or taxes as relevant) is divided by the applicable entry unit price at the time that your application for units is accepted by the Trustee (see "How investments are valued" for more details regarding unit prices in Section 6.12).

If:

- you correctly complete your application form and provide it together with a cheque for the contribution amount you wish to invest; or
- your rollover amount is received with the required documents (see further Section 10 of this PDS).

and is accepted by Astarra's Albury office by 3.00pm (Sydney time) on any business day, your contribution will be processed using that day's entry unit price. Applications received and accepted after 3.00pm on any business day will be processed using the entry unit price applicable on the next business day.

Astarra reserves the right to accept applications at its discretion and delay processing of applications where it believes this to be in the best interests of all members. For current entry unit prices for any Investment Option, please contact us (our contact details are set out on the inside front cover of this PDS).

#### 6.2 WHAT IF I DON'T SELECT AN INVESTMENT OPTION?

You must ensure that you select the Investment Option(s) in which you would like to invest on your application form. If you do not make a selection, investments will be placed in Astarra's Cash Pool Investment Option.

#### 6.3 HOW DO I SWITCH BETWEEN INVESTMENT OPTIONS?

Provided you meet the withdrawal and application criteria of the nominated Investment Option/s, you can switch between Investment Options at any time.

To switch all or part of your investment, you will need to complete the switch request form. To obtain a copy of this form, please contact us (our contact details are set out on the inside front cover of this PDS). Switching request forms must be returned directly to the Trustee's Albury office.

Switching requests received and accepted by the Trustee's Albury office by 3.00pm (Sydney time) on any business day will be processed using that day's exit unit price, unless it is a large withdrawal or for some other situation which gives rise to the Trustee's right to suspend the processing of the withdrawal if the Trustee considers that to do so is in the best interests of the Plan. Withdrawals received after 3.00pm (Sydney time) on any business day will be processed using the next business day's exit unit price.

When switching between Investment Options, the withdrawal request will be processed at the applicable exit unit price for the Investment Option you wish to withdraw from. Following this, we apply the proceeds to purchasing units in the new Investment Option at the applicable entry unit price you wish to switch into, on the same effective date.

As a switch involves a withdrawal of moneys from one Investment Option at the exit unit price and an investment of moneys in another Investment Option at the entry unit price, there may be cost to you as a result of the difference between these two prices (see "Buy/sell spread" in Section 3 of this PDS).

In some circumstances, the underlying fund managers have reserved the right to delay effecting a withdrawal request. Where this right is exercised, this may result in a delay in complying with your switching direction.

In particular, in the case of the Property Pool Investment Option, the investment managers have reserved the right to delay processing

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a withdrawal from these Investment Pools for a maximum period of 24 months, for liquidity reasons, after a request is received from the Trustee and accepted by such investment managers. You should be aware that this will delay your switching request.

If the Trustee believes that it is in the best interests of all members of the Investment Option or of the Plan to delay processing any switching requests, then the Trustee has the right to delay processing of switches, as well as impose any additional conditions on the operation of the facility, until such time as the Trustee considers it is appropriate.

#### 6.4 HOW DO I MAKE ADDITIONAL CONTRIBUTIONS?

There are two ways you can make additional contributions to an Investment Option:

- one-off additional contributions; or
- regular contributions automatically under the Regular Contributions Plan.

##### (a) One-off additional contributions:

For one-off additional contributions, you can do this at any time by providing us with a cheque for the additional amount you wish to invest. You need to advise us in writing how to apply the additional amount (that is, you need to advise the Trustee in writing which Investment Option you would like the Trustee to invest your additional amount in).

Any one-off additional contribution made after the initial contribution must be made in accordance with the PDS current at that time. Please ensure that you have a copy of the PDS which is current at the time you wish to make the additional contribution. You can obtain a copy of the current PDS, free of charge, by contacting us (our contact details are set out on the inside front cover of this PDS).

**(b) Regular Contribution Plan:** If you would like to establish a Regular Contribution Plan and you are a new member, you need to fill in the application form attached to this PDS with the section regarding Regular Contribution Plans filled in together with a cheque for your initial contribution amount.

Once your Regular Contribution Plan is established, your contributions will be automatically debited from your nominated Australian bank, building society or credit union account. You or your employer can choose to make monthly regular contributions.

Alternatively, if you are an existing member you can contact us to arrange for contributions to be automatically debited. When you contact us, we will provide you with the required forms.

The minimum amount required each month is \$40 in total for all Investment Options. You need to provide us with a current Direct Debit Request Service Agreement which may be found in Section 10 of this PDS.

If you elect the monthly regular contributions the nominated amount will be deducted from your nominated account on the 15th day of the month or the following business day if the 15th is not a business day. We will send to you a confirmation advice which will state the date on which your first contribution is scheduled to occur.

By completing the Direct Debit Request Service Agreement, you provide authorisation for your nominated Australian bank, building society or credit union to transfer the amount you specify in to one or more Investment Options as directed on the application form.

If you intend to claim a deduction in respect of any additional contributions, you will need to provide us with a notice specifying the amount of the deduction to be claimed in accordance with relevant tax legislation.

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### HOW MY RETIREMENT PLAN OPERATES

#### 6.5 HOW DO I CHANGE OR CANCEL MY REGULAR CONTRIBUTION PLAN?

You may at any time:

- change the amount you contribute under the Regular Contribution Plan; or
- cancel your Regular Contribution Plan.

If you wish to change your Regular Contribution Plan, you must notify the Trustee by writing to us (our contact details are set out on the inside front cover of this PDS).

#### 6.6 WHEN DOES THE CHANGE BECOME EFFECTIVE?

We must receive your written request at least 5 business days before the next debit date for the change to take effect for that debit, (that is 5 days before the 15th of the month).

#### 6.7 WHEN CAN MY REGULAR CONTRIBUTION PLAN BE CANCELLED BY THE TRUSTEE?

Your Regular Contribution Plan, in respect of an Investment Option, can be cancelled by the Trustee if your debit from your nominated Australian bank, building society or credit union is dishonoured more than 3 times for any reason.

The Trustee reserves the right to terminate, suspend or impose additional conditions on the operation of your Regular Contribution Plan at any time. You will be sent a notice which will advise you that your Regular Contribution Plan has been terminated, suspended, or if additional conditions have been imposed.

#### 6.8 HOW DO I CHANGE MY NOMINATED BANK ACCOUNT?

To change your nominated savings account that is to be debited, you must notify us in writing.

#### 6.9 WHAT ARE MY COOLING OFF RIGHTS?

After becoming a member of the Plan you have a 14-day cooling-off period after confirmation of your membership or 5 days after the product is issued to you (whichever is earlier) in which you may cancel your membership and obtain repayment of your contribution. A request to cancel during this period must be made in writing to the Trustee.

If you cancel during this period, you will not be liable to pay any charges. However, the Trustee will adjust the amount that is repaid to take account of any increase or decrease in the value of the Investment Option/s selected and any tax payable as a result of you having become a member.

The cooling-off period applies to your initial investment only. In other words, your right to be repaid during the cooling off period does not apply:

- if you are switching between Investment Options;
- if you exercise any of your rights as a member in the Plan;
- if you are a wholesale client (as that term is defined in the Corporations Act); or

#### 6.10 DEATH BENEFITS - WHAT HAPPENS TO THE INVESTMENT IN MY RETIREMENT PLAN IF I DIE?

Upon your death your benefit will be paid to one or more of your dependants or to your legal personal representative as a lump sum, a pension or a combination of both.

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### HOW MY RETIREMENT PLAN OPERATES



You may nominate on the application form, a dependant, who may receive benefits on death. This nomination is non-binding on the Trustee although the Trustee will have regard to any nominations you made when deciding how your death benefit should be paid.

You may change your non-binding nomination at any time by giving notice in writing to the Trustee. Please contact the Trustee for this form (our contact details are set out on the inside front cover of this PDS).

#### 6.11 HOW DO I WITHDRAW FROM THE FUND?

You can make a withdrawal by filling out a withdrawal form (which you can obtain by contacting us), completing it and returning to us by post or by facsimile.

No withdrawal fees are payable on a withdrawal.

Withdrawal requests may be in relation to some or all of your benefits. The withdrawal request must be in writing.

Withdrawal requests received and accepted by the Trustee's Albury office by 3.00pm (Sydney time) on any business day will be processed using that day's exit unit price, unless it is a large withdrawal or for some other situation which gives rise to the Trustee's right to suspend the processing of the withdrawal if the Trustee considers that to do so is in the best interests of the Plan. Withdrawals received after 3.00pm (Sydney time) on any business day will be processed using the next business day's exit unit price.

You will generally receive proceeds no later than 30 days after the request has been received and accepted by the Trustee.

In some circumstances, the underlying fund managers have reserved the right to delay effecting a withdrawal request. Where this right is exercised, this may result in a delay in complying with your withdrawal direction and paying you your benefit.

In particular, in the case of the Property Pool Investment Option, the investment managers have reserved the right to delay processing a

withdrawal from these Investment Pools for a maximum period of 24 months, for liquidity reasons, after a request is received from the Trustee and accepted by such investment managers. You should be aware that this will delay the Trustee in determining and paying benefits to you or as you direct.

Withdrawal proceeds are subject to clearance by your bank, building society or credit union. Where proceeds are deposited into a nominated account, clearance usually requires one business day. Where proceeds are paid by cheque, clearance usually requires 3 business days from the date of deposit. However, you should verify this with your bank.

You will receive a written confirmation regarding all withdrawals. Withdrawal payments cannot be made in cash.

If you would like to know the current exit unit prices for an Investment Option, please contact us (our contact details are set out on the inside front cover of this PDS).

If, after a withdrawal, your balance is less than the minimum amount (currently \$1,000) we may close your account and pay the balance of your account to you or roll the benefit to another complying super fund as required by the SIS Act and regulations.

#### 6.12 HOW ARE MY INVESTMENTS VALUED?

When you invest in an Investment Option in this PDS you are allocated a number of units in the Investment Option that you have selected.

Each of these units represent an equal part of the market value of the overall portfolio investments that the particular Investment Option holds. Each unit can be expressed as a dollar value or has a "unit price".

This unit price is calculated by taking the total fair value of the assets of an Investment Option on a particular day, less any liabilities and dividing the net Investment Option value by the total number of units held by all members of that Investment Option on that day.



## Section Six

### HOW MY RETIREMENT PLAN OPERATES

You should remember that the number of units in your account balance for a particular Investment Option will remain unchanged (unless you have transacted on the account, for example bought more units or sold more units). However, unit price regarding an Investment Option will change daily, according to the changes in the value of the investment portfolio or the number of units issued for that Investment Option.

The Trustee calculates unit prices weekly on the last business day of each month in New South Wales.

When you request to either invest, switch or withdraw from an Investment Option or from the Plan, your request must be received by the Trustee's Albury office by 3.00pm (Sydney time) on any business day. The unit price to be used will be that day's entry unit price or exit

unit price (as applicable). The price is calculated at the date of the processing of the investment, switch or withdrawal request. The Trustee determines the unit prices based on the most recently available information.

If you request a unit price, the Trustee can only provide a historical price. If you decide to invest, switch or withdraw, you will receive the unit price that is applicable for the day you make your request. It is important to consider this when making your investment requests.

#### 6.13 WHAT IF MY CONTACT DETAILS OR PERSONAL DETAILS CHANGE?

You can change your contact details or personal details with us by mail or facsimile. Please refer to contact details on the inside front cover of this PDS.

## Section Seven

### OPTIONAL INSURANCE COVER



You can obtain insurance through your membership of the Plan, which may assist you and your family to maintain your current standard of living should you face certain adversities such as death or total and permanent disablement.

The Plan offers the following flexible range of insurance benefit options to its members and employers:

- Death cover only;
- Death cover and Total and Permanent Disablement (TPD); and
- Salary Continuance.

The Trustee has arranged group insurance cover which provides cost effective benefits to members of My Retirement Plan. Under a Group Life Policy issued by AIG Life "POLICY".

Premiums start from \$0.50 per week (which is the lowest level of cover), or you can nominate the level of cover which best suits your needs.

The charge for your insurance, that is, the premium, is based on several factors such as your gender, age, occupation, smoking status, health, the term, and the insured amount and/or monthly benefit chosen.

You can call the Trustee's Client Service Line on 1300 367 111 to obtain a quote for insurance cover.

#### 7.1 PREMIUMS - WHAT CHOICES DO I HAVE?

##### 7.1.1 Death Only Cover and Death and Total and Permanent (TPD) Disablement Cover

In selecting the insurance, you can choose fixed premium or a specified level of cover.

##### (a) Fixed Premiums

For Death Only Cover or Death and TPD Cover, you can elect to pay fixed premiums of:

- \$0.50 per week;
- \$1.00 per week; or
- \$2.00 per week.

##### (b) Specified level of Cover

You can choose a specified level of cover, that is, you choose how much you want to be insured for and we will notify you of the premium which will be deducted from your account annually.

Please contact us to obtain a quote for the premium and level of insurance cover (our contact details are on the inside front cover of this PDS).

##### 7.1.2 For Salary Continuance

You choose the level of monthly benefit to a maximum of 75% of your income over the last 12 months, excluding business expenses (if any) but not excluding tax and we will notify you of the premium which will be deducted from your account annually.

#### 7.2 INFORMATION FOR EMPLOYERS

You may choose to include insurance cover for your employees within your superannuation arrangements to satisfy your award provisions or to provide benefits to suit your employees' needs by a particular employee category or individually.

Having insurance on a group basis provides your employees with additional financial security in a convenient and cost-effective way as the premiums are deducted from their account balance.

#### 7.3 ABOUT THE INSURER

American International Assurance Company (Australia) Limited, trading as AIG Life, ABN 79 004 837 861, (the "Insurer") (Australian Financial Services License No. 230043), has been serving the Australian population for over 30 years. During this time, the Insurer's mission has been to provide its policyholders with financial security when they need it most. To achieve this, the Insurer continues to develop its product range so that its products meet its policyholders' changing needs.

## Section Seven

### OPTIONAL INSURANCE COVER

The Insurer was founded in 1919 and now operates in over 130 countries and jurisdictions with assets totalling more than \$A900 billion.

#### 7.4 ADMINISTRATION SERVICES

The Trustee provides administration services on behalf of the Insurer. In respect of this, an administration fee is paid. This administration fee is included in the premium. No additional charge is paid by you or the Plan.

In addition, the Trustee may also be entitled to a profit share from the Insurer where justified by claims experience.

#### 7.5 INSURANCE BENEFITS

Where you have applied for optional Death Only or Death and Total and Permanent Disablement cover and your application is successful, you and your beneficiaries will be entitled to the following benefits.

##### 7.5.1 Life Insurance (Death Only Cover)

If you have selected insurance in respect of Death Cover only, then, in the event of your death while insured, the Trustee will pay the agreed insured amount as a lump sum to your nominated beneficiary/ies or to your estate subject to the exclusion set out in Section 7.6.6.

##### 7.5.2 Death and Total and Permanent Disablement Insurance

If you have selected insurance in respect of Death Cover and TPD, then in the event of you becoming totally and permanently disabled, the Insurer will pay you (or your nominated beneficiary) the agreed insured amount as a lump sum.

This optional benefit is available for an additional premium over and above the premium for Death Only Cover.

##### 7.5.3 Total and Permanent Disablement Cover ('Standard') Means:

(a) The Insured Member, while insured under this Policy, has suffered the total and irrecoverable loss of the: sight of both eyes; use of two (2) limbs; sight of one (1) eye and use of one (1) limb; OR

(b) The Insured Member, while insured under this Policy, as a result of injury, sickness or disease: has not performed any work for an

uninterrupted period of at least six (6) consecutive months solely due to the same injury, sickness or disease, and is attending a registered Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the injury, sickness or disease; and after consideration of all medical and such other evidence as the Company may require, has become incapacitated to such an extent as to render the Insured Member unable to ever engage in his or her own occupation and any occupation for which he or she is reasonably suited by education, training or experience.

##### 7.5.4 Total and Permanent Disablement Cover (Activities of Daily Living "ADL") means:

(a) The Insured Member, while insured under this Policy, has suffered the total and irrecoverable loss of the: (i) sight of both eyes; (ii) use of two (2) limbs; (iii) sight of one (1) eye and use of one (1) limb; OR

(b) The Insured Member, while insured under this Policy, having been for a period of six (6) consecutive months after the occurrence of the injury, sickness or disease, illness, accident or injury, is continuously, totally and permanently unable to perform at least two (2) of the following activities of daily living as certified by a Registered Medical Practitioner:

Bathing: the ability to wash themselves either in the bath or shower or by sponge bath without the standby assistance of another person;

Dressing: the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them without standby assistance of another person;

Eating: the ability to feed themselves once food has been prepared and made available, without the standby assistance of another person;

Toileting: the ability to get to and from and on and off the toilet without the standby assistance of another person and the ability to manage bowel and bladder functions through use of protective undergarments or surgical appliances – if appropriate;

Transferring: the ability to move in and out of a chair without the standby assistance of another person.

## Section Seven

### OPTIONAL INSURANCE COVER



#### 7.6 KEY QUESTIONS AND ANSWERS ABOUT DEATH ONLY COVER AND DEATH COVER AND TOTAL AND PERMANENT DISABLEMENT (TPD) INSURANCE

##### 7.6.1 Am I eligible?

To be eligible for Death Only Cover or Death and TPD cover, provided the Insurer accepts your application, you must be:

- at least 16 years of age next birthday;
- not older than 65 years of age next birthday (for TPD Cover);
- not older than 70 years of age next birthday (Death Cover).

##### 7.6.2 What is my level of Cover?

You can select the level of insurance cover (or an amount selected by your employer) that best suits your needs, up to a maximum of \$5,000,000 for Death Only Cover, and \$2,000,000 for Total and Permanent Disablement Cover (where TPD Cover is added to Death Cover and is no greater than the Death Cover effected). However, the Insurer will in its absolute discretion consider applications for insurance cover above these levels.

Alternatively, you may nominate an annual premium and we will provide the respective amount of Death Cover or Death Cover and TPD insurance.

After age 60, the TPD insured amount is reduced each year by 20% until the earlier of age 65 or TPD. This will be reflected in the premium payable.

##### 7.6.3 How do I work out my premiums?

If you would like to obtain insurance cover, please call us for a quote (our contact details are on the inside front cover of this PDS).

##### 7.6.4 When does Cover commence?

When you apply for group life insurance arrangement through the Plan, your insurance cover will commence on the date the insurer accepts your application for insurance.

If you are not applying for optional insurance under an employer group arrangement, the Insurer may accept cover for Death Only Cover and Death and TPD Cover of up to \$350,000 if you answer "No" to the seven questions numbered 4 to 10 in section 5 of the Application Form.

Please read your duties and obligations in Section 7.16.

In all other instances and for all applications for Salary Continuance you will need to provide evidence of your insurability to the Insurer. This will be required by the application form. You can ask the Trustee's Client Service Team on 1300 367 111 to provide you with the Insurer's requirements.

You will be notified, in writing, if the Insurer requires further information before accepting your application. In such instances, cover will commence once accepted by the Insurer.

##### 7.6.5 When will Cover cease?

The insurance of a member will terminate on the earliest of:

The Death cover of a Member shall terminate at midnight on the date when the earliest of one of the following occurs:

- (i) the Member attains seventy (70) years of age;
- (ii) the date a benefit under this Policy is admitted by the Company in respect of Member;
- (iii) the date of termination of the Policy;
- (iv) the Member effects a Continuation Option with the Company;
- (v) the date the Member commences active duty in the armed forces;
- (vi) thirty (30) days from the date you cease to be employed by the employer who arranged this group insurance cover for you;

## Section Seven

### OPTIONAL INSURANCE COVER

- (vii) thirty (30) days from the date premiums remain unpaid in respect of a Member; and
- (viii) the date the Member requests in writing cancellation of cover.;

The Total & Permanent Disablement cover of an Insured Member shall terminate at midnight on the date when the earliest of one of the following occurs:

- (i) the Member attains sixty-five (65) years of age;
- (ii) the date a benefit under this Policy is admitted by the Insurer in respect of the Member;
- (iii) the date the Member dies;
- (iv) the date of termination of the Policy;
- (v) thirty (30) days from the date the Member ceases to be employed by the employer who arranged this group insurance cover for you;
- (vi) thirty (30) days from the date premiums remain unpaid in respect of a Member;
- (vii) the date the Member commences active duty in the armed forces; and
- (viii) the date the Insured Member requests in writing cancellation of cover.

#### 7.6.6 What are the exclusions?

The insurance benefit will not be payable if death is a result of suicide occurring within 13 months following the commencement or reinstatement of the policy.

A benefit will not be payable for TPD where it was caused by:

- declared or undeclared war or any act of invasion or civil war;
- the member engaging in or taking part in service in the armed forces of any country other than service in the Citizen Forces within the Commonwealth of Australia; or
- the result of any intentional self-injury (whether felonious or not) or any attempts while sane or insane within 13 months from commencement.

#### 7.6.7 How and when is my premium deducted?

The Premium is deducted annually in advance from your superannuation account.

#### 7.6.8 How do I make a claim?

In the event of a claim, please notify the Trustee's Client Service Team on 1300 367 111 or in writing to PO Box 1282, ALBURY, NSW, 2640.

### 7.7 TAXATION

Your Death only, and Death and TPD insurance premiums are not generally an allowable deduction from your assessable income. However, these premiums are deductible for the superannuation trustee. Any benefit you receive from this insurance will, in most instances, be tax-free. As this may change in some circumstances, we recommend that you seek professional taxation advice. You may have to pay tax on the benefit. The above tax information is a general statement only. It is based on the continuation of present taxation laws and their interpretation.

### 7.8 SALARY CONTINUANCE INSURANCE

Salary continuance insurance can reduce the financial strain on you and/or your family should you become totally disabled due to temporary illness or injury by replacing lost income. It is important to note that income received under salary continuance will be treated as assessable income for tax purposes. You should seek independent legal, taxation or accounting advice before you acquire salary continuance insurance.

### 7.9 BENEFITS

Once you have applied for Salary Continuance Insurance and your application is successful, you or your beneficiaries will be entitled to the following benefits.

#### 7.9.1 Total Disability Benefit

Under Salary Continuance Insurance, if the person insured becomes "totally disabled" (subject to Exclusions in section 7.10.10), he or she will receive a monthly benefit payable monthly in arrears after the selected

## Section Seven

### OPTIONAL INSURANCE COVER



waiting period has expired. In choosing the level of monthly benefit please refer to 'What is my level of cover?' in section 7.10.6.

In determining whether the insured person's total disability is caused by an injury or a sickness, based on medical evidence, the following definitions will apply:

- 'Injury' means accidental bodily injury of a person insured occurring after cover for the person insured begins;
- 'Sickness' means sickness or disease suffered by a person insured that manifests itself after cover for the person insured begins.

A benefit is payable for only one sickness or one injury if the insured person is totally disabled because of more than one injury or sickness, or both.

#### TOTAL DISABILITY DEFINITION

As a result of injury, sickness or disease:

- you are unable to perform your regular occupation; and
- you are not engaged in any occupation; and
- you are under the regular care and attendance of a registered medical practitioner.

The registered medical practitioner must be independent from you (for example, not a relative, a business partner, employee or employer).

#### 7.9.2 Partial Disablement Benefit

The Insurer will pay you a Partial Disablement Benefit if:

- you return to work immediately after being totally disabled for at least 14 consecutive days and are able to perform one or more duties of your usual occupation but not all of them; and
- suffer a loss of income, that is, your income whilst you are partially disabled is less than 75% of your pre-disability income.

The benefit will be payable if your income is reduced as a result of the partial disablement. the benefit will be paid monthly in arrears. You must be under the regular care and attendance of a registered medical practitioner and the

waiting period must have expired before payment commences.

#### 7.9.3 Recurrent Disablement Benefit

If you return to work for less than 6 months after receiving your most recent total or partial disablement benefit and suffer a recurrence from the same or related cause, the claim will be treated as a continuation of the original claim. No waiting period will apply for this benefit.

#### 7.9.4 Rehabilitation Expenses Benefit

If you are totally disabled for at least the length of the waiting period applicable to you, you may be eligible for this benefit which will help pay your rehabilitation costs and may include equipment purchases. Prior to any expenses being incurred the Insurer must give written approval. This benefit is only payable where a registered medical practitioner states in writing that these rehabilitation expenses are required as part of your rehabilitation in order to assist in you returning maximum benefit payable is an amount equal to up to 6 monthly payments.

#### 7.9.5 Death Benefit

If you die before reaching the age of 65 while the Insurer is paying you a total disability benefit, your estate will be entitled to receive from the Trustee a lump sum benefit equal to one month's total disability benefit.

### 7.10 KEY QUESTIONS AND ANSWERS ABOUT SALARY CONTINUANCE INSURANCE

#### 7.10.1 What is the waiting period?

The waiting period is the period you elect before benefit payments begin. You may select a 30 or 90 day period, which begins from the date a registered medical practitioner examines you and certifies you as totally disabled and has resulted in you ceasing work.

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### OPTIONAL INSURANCE COVER

You can return to full-time paid work once for less than 6 consecutive days during the waiting period without the waiting period recommencing, provided that the total disablement recurs for the same or

related reasons. Any days worked are added to your waiting period. If, in the same waiting period, you return to work a second time the waiting period will recommence.

#### 7.10.2 When will my benefits for Total and Partial Disability Cease?

The Trustee will pay a benefit for total and partial disability (see sections 9.9.1 and 9.9.2) until the earliest of one of the following occurs:

- you are no longer considered totally or partially disabled; or
- your benefit period expires;
- you reach age 65; or
- your death.

#### 7.10.3 Will my Claim Payment Benefit increase over time?

Yes, it is possible that it will increase in certain circumstances. After receiving a benefit for total or partial disablement for 12 consecutive months your monthly benefit will automatically increase each year by 5%, or the increase in the Consumer Price Index (CPI), whichever is less. Your benefit will again increase after a further 12 months, by the same method, as long as payments have continued to be made without a break due to your total or partial disablement. When payments cease, the benefit will revert to the monthly benefit shown in the Policy Schedule.

#### 7.10.4 What happens to my Premium whilst I am being paid under the Salary Continuance Insurance?

Once you have made a claim and are receiving total disability benefits you do not need to pay any salary continuance premiums at this time.

#### 7.10.5 Am I eligible?

To be eligible for salary continuance cover, provided the Insurer accepts your application, you must be:

- at least 17 years of age next birthday; and
- not older than 60 years of age next birthday.

#### 7.10.6 What is my level of cover?

You may choose the level of monthly benefit to a maximum of 75% of your income over the last 12 months, excluding business expenses (if any) but not excluding tax. You may also increase your monthly benefit to cover foregone personal superannuation contributions to a maximum of 10% of your annual salary. The following conditions apply:

- the minimum benefit you can apply for is \$1,000 per month;
- the maximum level of cover available is \$20,000 per month.

#### What is the benefit period for total and partial disability?

- A maximum of two years

In the event of a claim the Insurer may reduce the amount of monthly benefit otherwise payable by amounts received from other sources in respect of the member's injury or sickness. Amounts that can be offset include:

- payments made under a worker's compensation or motor accident claim or any claim made under any similar state or federal legislation;
- other insurance or regular payments from a superannuation/pension plan that provides income payments due to injury or sickness;
- Sick leave payments received;
- Any income derived from the business during the term of your disability.

Any payment which is in the form of a lump sum or is exchanged for a lump sum is deemed to be the monthly equivalent of 1/60 of the lump sum over a period of 60 months. Any lump sum TPD benefit will not be offset against the monthly benefit. The monthly benefit will be reduced only to the extent that the aggregate of the monthly benefit and any other payments made due to the member's injury or sickness cannot exceed 75% of the member's pre-disability income. (A person's pre disability income is the average gross monthly income earned by the member over the previous 12 months immediately prior to the most recent disability).

## Section Seven

### OPTIONAL INSURANCE COVER



#### 7.10.7 What is "Income"?

Income in the case of a salaried person is the total pre-tax remuneration paid by an employer, including salary, fees and fringe benefits, for the last 12 months. Where commission and bonuses form over 40% of the pre-tax remuneration for the last 12 months, the Insurer will take them into account.

Where the salaried person is a professional person employed by a professional practice company, income will include all commissions and bonuses paid, in addition to salary, fees and fringe benefits, for the last 12 months.

Income in the case of a self-employed person, a working director or partner in a partnership, is the income generated by the business or practice due to the person's personal exertion or activities, less his or her share of necessarily incurred business expenses, for the last 12 months.

#### 7.10.8 When does cover commence?

When you are applying for salary continuance insurance through the Plan, your insurance will commence from the date you join the Plan, subject to acceptance by the Insurer. In all instances you will need to provide evidence of your insurability to the Insurer unless you are a member of this plan as a result of an employer sponsored group arrangement and uncomplicated pregnancy, childbirth or your financial adviser or the Trustee's Client Service Team on 1300 367 111 to provide you with the Insurer's requirements.

#### 7.10.9 When will Cover cease?

The insurance of a member shall terminate on the earliest of:

- the Member attains sixty-five (65) years of age;
- the date the Member dies;
- the date of termination of the policy;
- thirty (30) days from the date the Member ceases to be employed by the employer who arranged this group insurance for you;

- thirty (30) days from the date premiums remain unpaid in respect of the Member;
- the date the Member commences active duty in the armed forces;
- the date the member requests in writing cancellation of cover.

#### 7.10.10 What are the exclusions?

A benefit will not be payable by the Trustee if your injury or sickness is caused by:

- uncomplicated pregnancy, childbirth or miscarriage;
- intentional self-injury or attempted suicide while sane or insane;
- any act of war, whether war is declared or undeclared;
- your service in the armed services of any country or international organisation;
- or
- an exclusion, which is specific to you and noted on your Acceptance Letter.

The Insurer may be entitled to deny paying any benefit if you have not complied with the duty of disclosure (see section 9.6.1).



## Section Seven

### OPTIONAL INSURANCE COVER

#### 7.11 GUARANTEED RENEWABILITY

The Insurer guarantees to renew your insurance cover each year provided no event of termination has occurred. Your insurance cover will not be cancelled nor the premiums increased due to any change in your state of health, occupation or pastimes.

#### 7.12 WORLDWIDE COVER

Once issued, insurance cover is provided for worldwide residence and travel 24 hours a day, subject to any terms and conditions that the Insurer may apply at the time of acceptance.

#### 7.13 WHAT INFORMATION WILL I RECEIVE?

When your insurance cover under the Plan begins, you will be issued with an Acceptance Letter and Policy Schedule. These will outline the full details of your insurance.

You will also receive an annual report from the Trustee confirming your insurance details, including your insured benefits and premium payable.

#### 7.14 MAKING A CLAIM

In the event of a claim, please notify the Trustee's Client Service Team on 1300 367 111 or in writing to PO Box 1282, ALBURY NSW 2640.

The trustee shall notify the Insurer of all claims within a reasonable period of time.

Upon receipt of a notice of claim, the Insurer will furnish to the Trustee such claim forms as are usually furnished by the insurer on the notice of the claim, or as soon thereafter as is reasonably possible.

All ongoing claim requirements will be furnished by the Trustee to the Insurer as required.

In respect of Total and Permanent Disablement claims that arise whilst the Member is overseas, the Insurer reserves the right to require a medical examination to be conducted in Australia as part of consideration of a claim.

The Insurer shall have the right to arrange for the member to be examined by a registered Medical Practitioner at the Insurer's expense when so often as the Insurer may reasonably require for the duration of a claim.

In the assessment of any claim, the Insurer may request any information they require.

## Section Seven

### OPTIONAL INSURANCE COVER

*My*  
RETIREMENT PLAN

#### 7.15 YOUR DUTIES AND OBLIGATIONS IN RELATION TO INSURANCE - IMPORTANT INFORMATION

##### 7.15.1 Your Duty of Disclosure

When you enter a contract of insurance, the Insurance Contracts Act 1984 requires you to disclose every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk and terms to insure you. These matters must be disclosed before you enter, renew, vary, reinstate or extend an insurance contract.

However, this duty does not require you to disclose information:

- which reduces the risk to the Insurer; or
- which is of common knowledge; or
- which the Insurer knows, or ought to know, in the ordinary course of its business; or
- where the Insurer waives your duty.

##### 7.15.2 Non-Disclosure

If you fail to comply with your duty of disclosure and the Insurer would not have entered into the contract on any terms if the failure had not occurred, the Insurer may void the contract within 3 years of entering into it. If your non-disclosure is fraudulent, the Insurer may void the contract at any time.

An Insurer who is entitled to void a contract of life insurance may, within 3 years of entering into it, elect not to void it but to reduce the sum that you have been insured for, in accordance with a formula that takes into account the premium that would have been payable, if you had disclosed all relevant matters.

## Section Eight

### IMPORTANT ADDITIONAL INFORMATION

#### 8.1 REPORTING

Once you are a member of the Plan you will receive:

- a notice of confirmation detailing your investment, generally within 7 business days of your application being accepted;
- an annual report (including financial statements) for each financial year ending 30 June, sent within 3 months of that date, unless otherwise stated;
- a half yearly and yearly periodic statement and when you exit the Plan;
- a half yearly investor newsletter which helps keep you up to date on issues which may affect your investment and, when applicable, includes a half year report for the Plan for the 6 months to 31 December; and
- you will also receive any other confirmations of transactions that we are required to report on.

#### 8.2 INFORMATION IS KEPT UP-TO-DATE

The information contained in this PDS is correct as at the date of this PDS. However, the information regarding returns of the Investment Options and features of the Plan may change in the future from time to time. The Trustee reserves the right to change the terms and features of the Plan in accordance with the Trust Deed and other applicable law.

Updated information which is not materially adverse to you is accessible by contacting us (details are set out on the inside front cover of this PDS). This information may include information relating to returns, unit prices and Investment Options. A paper copy of the updated information will be available free of charge upon request by contacting us

#### 8.3 PERSONAL INFORMATION AND PRIVACY

The Trustee recognises the importance of protecting personal information and is bound by the Privacy Amendment (Private Sector) Act 2000.

The Trustee collects personal information from your application form for communication purposes, to administer the Plan and the Investment Options and for the assessment of applications for insurance. The type of personal information the Trustee may collect includes your name, date of birth, address, banking details, preferred beneficiaries, health and employment information.

If you do not provide the required information your application may not be able to be assessed.

To help us keep your details up-to-date please advise us of any information that appears inaccurate, especially your contact details. You may contact us on 1300 367 111 or write to PO Box 1282, ALBURY NSW 2640 to access information we hold about you in accordance with the National Privacy Principles.

The personal information we collect from or about you may be provided to the following parties:

- related bodies corporate;
- third party service providers who assist the Trustee in its business operation and service provision and may include:
- mail houses for statement production and other mail related services;
- administration services for data entry and data processing, accounts maintenance and settlement;
- market research for product development, planning, risk assessment and modelling;
- brokers and financial service providers for financial planning, investment and commission administration;
- professional advisers for assistance with administration of your investment;
- any organisation wishing to acquire an interest in any part of the Trustee's business for assessment of any proposed acquisition;

## Section Eight

### IMPORTANT ADDITIONAL INFORMATION



- if you apply for insurance, to your own doctor or any other doctor, hospital or clinic for whom you have provided a medical authority, for the purpose of obtaining details about your medical history; and
- if you apply for insurance, to the Insurer, contractors of the insurer and third party service providers, reinsurers, other insurance companies and service providers, for the purpose of assessing your application.

Your personal information will not be shared with any other parties without your consent. We may use your personal information for our own marketing purposes but, if you prefer, we will remove your name from our marketing mailing list on request.

To obtain a copy of Astarra's Privacy Policy please call our Client Service Line on 1300 367 111 or write to PO Box 1282, ALBURY NSW 2640.

We may be required to provide certain information about your interest in the Investment Options to:

- a spouse; or
- a person who intends to enter into an agreement with you about splitting your superannuation in the event of separation of marriage or divorce.

The request must be in a form prescribed by law. The Superannuation Industry (Supervision) Act 1993 and Regulations prevents us from telling you about such a request.

#### PERSONAL HEALTH INFORMATION

If you apply for insurance cover, you will need to provide certain health information to us. We require your consent to collect, use or disclose your health and other personal information. The health and other personal information is collected and provided to the Insurer to assess your eligibility for insurance and to administer your application.

If you make a claim for an insurance benefit, your health and other personal information may be disclosed to the Insurer, medical practitioners, claims investigators, re-insurers, the insurance reference bureau and such other experts as may be nominated by us or the insurer.

If there is any dispute about your entitlement to a disability benefit or any insurance related claim, your health and other personal information may be disclosed to legal and other advisers.

#### AIG Life Privacy Statement

American International Assurance Company (Australia) Limited ABN 79 004 837 861 (trading as AIG Life) follows the National Privacy Principles developed under the Privacy Amendment (Private Sector) Act 2000. Additionally, AIG Life will adhere to the privacy policies and procedures adopted by the Trustee to protect its members' personal information.

AIG Life's privacy policies and procedures may be found at [www.aiaa.com.au](http://www.aiaa.com.au).

#### PURPOSE OF COLLECTION

AIG Life collects personal information about you to:

- a) process application(s) for cover or changes to cover;
- b) administer and manage the policies including claims; and
- c) facilitate AIG Life's business operations.

If you do not wish to provide all or part of the personal information requested, AIG Life may not be able to provide you with the level of cover you have applied for.

#### ACCESS TO YOUR INFORMATION

You are entitled at any time to request access to your personal information held by AIG Life. All Requests should be made in writing to the compliance manager, 549 St Kilda Road, MELBOURNE VIC 3004.

You can ask us to update your personal information at any time if it is inaccurate, incomplete or out of date.

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### IMPORTANT ADDITIONAL INFORMATION

#### DISCLOSURE OF INFORMATION

AIG Life may disclose your personal information to:

- a) another member of the AIG group of companies (whether in Australia or overseas)
- b) AIG Life contractors and third party service providers, e.g. medical practitioners and reinsurers
- c) financial institutions you nominate
- d) mail houses and archive companies

AIG Life will only disclose your personal information to these parties for the primary purpose for which it was collected. In some circumstances AIG Life is entitled to disclose your personal information to third parties without your authorisation, such as law enforcement agencies or government authorities to protect our interests or to report illegal activities.

#### ANY QUESTIONS OR CONCERNS ON PRIVACY

If you have any questions or concerns about your personal information, please write to the Compliance Manager, 549 St Kilda Road, MELBOURNE VIC 3004.

AIG Life has given its consent to the use of its privacy statement.

#### 8.4 YOUR COMPLAINTS

The Trustee has established procedures for dealing with member enquiries and complaints.

Enquiries should be made to the Trustee's Client Service Line on 1300 367 111 during business hours (Sydney time) or write to the Manager, Investor Services at PO Box 1282, ALBURY NSW 2640. The Trustee will make every effort to satisfy your complaint, and must do so within 90 days.

If you are dissatisfied with a decision of the Trustee which affects you, and your complaint has not been resolved to your satisfaction within 90 days, you may have a right to lodge a complaint about the decision with the Superannuation Complaints Tribunal (the Tribunal). The Tribunal is an independent body established by the Commonwealth Government

to review certain types of trustee decisions. You can phone the Tribunal from anywhere in Australia on 1300 780 808.

#### 8.5 GOODS & SERVICES TAX

The contributions you make to the Plan should not attract GST. You do not need to be registered for GST to contribute to the Plan. Fees, charges and commissions payable in respect of the management of the Plan may include a GST component.

GST may apply to the fees charged to the Plan and to some expenses of the Plan. Generally, the Plan cannot claim full input tax credits in respect of these expenses, but will usually be entitled to reduced input tax credits (currently equal to 75% of the GST paid) in respect of some of these expenses.

#### 8.6 SOCIAL SECURITY ENTITLEMENTS

Your investment in the Plan may affect your social security or pension entitlements. This is a complex area and you should seek the assistance of your financial or taxation adviser, or seek information from the Financial Information Service provided by Centrelink or the Veterans' Affairs Financial Information Service.

## Section Eight

### IMPORTANT ADDITIONAL INFORMATION

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RETIREMENT PLAN

#### 8.7 RELATIONSHIP BETWEEN THE TRUSTEE AND UNDERLYING INVESTMENT OPTIONS AND INVESTMENT MANAGERS

The Trustee is also the trustee of each of the Investment Options.

Under the law, where the Trustee invests money of the Plan with or in underlying investment options which are associated with the Trustee, it must deal with those parties strictly on arm's length terms.

The Trustee may also make direct investments, that is, investments which are not investments in an underlying Investment Option set out in this PDS. Such investments must however be for the benefit of members and in accordance with the Plan's investment strategy and the law.

#### 8.8 THE TRUST DEED

The Trust Deed, dated 10 May 1996 (as amended), together with the law governing the operation of the Plan plus the Investment Options set out the rights and obligations of members and the Trustee. In addition to matters discussed in this PDS, the Trust Deed deals with a number of matters including:

- the management of the Plan;
- valuation of the Plan assets;
- the Trustee's power to establish new Investment Options and vary or close existing Investment Options;
- the circumstances under which the Trustee may retire;
- the circumstances under which the Plan must be terminated;
- fees and expenses payable to the Trustee; and
- the Trustee's power to amend the Trust Deed.

A copy of the Trust Deed is available free of charge from us on request.

#### 8.9 LIABILITY OF TRUSTEE

Subject to the Corporations Act, the Trustee is not liable to members for any losses in any way relating to any Investment Option or under the Plan.

Our liability to people other than members is,

subject to the Corporations Act, limited to our ability to be indemnified out of the assets of the relevant Investment Option.

#### 8.10 ELIGIBLE ROLLOVER FUND

Government regulations limit the amount and type of charges that can be deducted from your account once your balance falls below \$1,000. The Trustee reserves the right to transfer accounts of less than \$1,000 to an Eligible Rollover Fund (ERF). Members who are classed as 'lost' may also have their investment transferred to an ERF. Amounts may be rolled over into an ERF when at least two written communications sent to a member's last known address have been returned unclaimed, and all reasonable efforts have been made to contact the member. Where necessary, the Trustee will pay ERF money into the AMP Eligible Rollover Fund.

#### 8.11 TAX FILE NUMBER

The Trustee is authorised to collect your Tax File Number ("TFN") under the Superannuation Industry (Supervision) Act 1993.

Your TFN will be used for legal purposes only. This may include finding or identifying your superannuation payments and providing information to the Australian Taxation Office ("ATO") to calculate surcharges payable, if any. The purpose for which TFNs are used may change in the future as a result of legislative change.

It is not an offence to withhold your TFN. However, if you do not provide your TFN, you may be subject to more tax, including Contribution Surcharge Tax, than you would otherwise pay on your contributions and payments, although this may be reclaimed through the assessment process.

In addition, a superannuation entity may not be able to locate or amalgamate your benefits or identify them to pay them to you. These consequences of not quoting your TFN may change in the future due to legislative change.

Where you quote your TFN, it may be provided to other superannuation funds or retirement savings account providers that receive any of your transferred benefits in the future, or the ATO. Otherwise this information will be kept strictly confidential.

## Section Eight

### IMPORTANT ADDITIONAL INFORMATION

#### 8.12 CHANGING INVESTMENT MANAGERS AND INVESTMENT OPTIONS

The Investment Managers will be regularly reviewed, and if necessary replaced. If Investment Managers are replaced, members will be notified in writing of any change as soon as practicably possible and generally within 30 days of the change. The Trustee, under the Trust Deed has the power to amend, terminate, withdraw, close or otherwise impose restrictions on an Investment Option. It also has the power to amend the asset allocation within an Investment Option. In the case of termination, we also reserve the rights to transfer existing interests to another Investment Option selected by us.

#### 8.13 AUTHORISATION OF ISSUE

This PDS has been authorised for issue by the directors of Astarra Capital Limited.

#### 8.14 FINANCIAL INFORMATION

Members who require more detailed financial information may request a copy of the most recent Annual Report by calling our Client Service Line on 1300 367 111.

#### 8.15 THE CUSTODIAN

The Trustee has appointed Australia and New Zealand Banking Group Limited ANZ (ACN 005 357 522) (AFSL number 234527) as the Custodian to hold all the assets of My Retirement Plan. The Custodian fee will be paid as part of the expense recoveries.

Other than as described above and below the Custodian has no interest in relation to My Retirement Plan and has not received any inducements other than remuneration it is entitled to receive under the Custody Agreement by way of custodian fees.

The Custodian is appointed by the Trustee to hold such assets and title documents of the Plan as the Trustee may direct. The Trustee and the Custodian have entered into a Custody Agreement that sets out the Custodian's role in detail, including rights and obligations and a clause limiting liability. It is not the role of the Custodian to protect the rights and interests of the Plan's members. The Custodian does not guarantee the return of any investment or the performance of the Plan.

Australia and New Zealand Banking Group Limited has consented and not withdrawn its consent as at the date of this PDS, to be named as custodian for the Plan. It has had no involvement in the preparation of this PDS and makes no representations or warranties as to the completeness or appropriateness of the information contained in this PDS.

## Section Nine

### INVESTMENT OPTIONS

# My

## RETIREMENT PLAN

#### 9.1 BENEFITS OF INVESTING

Investing into the funds has a number of benefits including:

- Access to investment professionals. The Plan provides investors with access to the expertise of investment professionals in the form of the investment managers appointed under each Investment Pool. These investment managers employ differing investment techniques and have access to different opportunities and so offer investors greater diversity than those investors would have if they sought to manage their own investments.
- Invest for less. Managed funds can often invest for less cost than ordinary investors because of buying power and lower buy/sell spreads.
- Risk management. Managed funds can often access risk management techniques not usually available to ordinary investors.

#### 9.2 RISKS OF INVESTING

Investors should be aware that there are inherent risks associated with investing in each Investment Pool.

It is important to consider these risks prior to investing. Please talk to your financial adviser about the risks involved in investing in an Investment Pool and how it might impact on your individual circumstances.

Risks include:

##### Investment Risk

Investors should be aware that their investment in the Investment Pools is not guaranteed and the value of their investment can rise or fall. The risk that their investment may fall is generally known as "investment risk".

In general, the higher the volatility of an investment, the higher the risk and potential return. On the other hand, generally the lower the volatility of an investment, the lower the risk and potential return.

##### Share Market Risk

Share investments can fluctuate significantly in value, they may decline in value or may not pay income.

These fluctuations can be due to general movements in the share market or movements specific to individual shares.

In relation to general movements in the share market, factors may include changes in economic, social, technological, political, legal or accounting conditions, as well as market sentiment both in relation to Australian and International markets.

In relation to movements specific to individual shares, factors may include poor management, changes in the company's competitive environment or internal operations and changes in dividend policy or other internal policies.

The Trustee manages (but does not eliminate) the risk related to specific shares through, in relation to the Diversified Pool, asset allocation investment managers who, in turn, hold diversified portfolios of selected assets in the market and who have expertise in managing such investments.

##### Interest Rate Risk

Investments in longer term fixed interest securities can be exposed to the risk of capital losses when long-term interest rates rise.

The Trustee manages (but does not eliminate) this risk through the use of external investment managers who have expertise in managing fixed interest security portfolios.

Interest rate movements may also have a significant impact on other investment classes such as shares or property.



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### INVESTMENT OPTIONS

#### **Credit Risk**

This is the risk of losing capital due to the default on a debt, fixed interest security or other investment (for example, the issuer of a fixed interest security may not be able to repay the principal payment or the interest payments).

The Trustee manages (but does not eliminate) this risk by the use of external investment managers who have expertise in managing investments of the relevant class and who have their own policies and procedures in place for evaluating credit risk.

#### **Foreign Exchange Risk**

Investments in international markets carry the risk that foreign currencies may rise or fall in value relative to the Australian dollar. This risk can be reduced by the use of foreign currency hedging.

The Trustee and/or the external investment managers may use financial instruments known as derivatives to hedge or insure against the risk of a rise in the Australian dollar. For example, if the Australian dollar falls, the value of international investments expressed in Australian dollars may increase.

On the other hand, if the Australian dollar rises, the value of international investments expressed in Australian dollars may decrease.

#### **Cash Flow and Liquidity Risk**

This is the risk of an Investment Pool not having sufficient funds available to meet investor withdrawal requests in a timely manner.

Investments in the Property Pool may involve a lengthy investment and realisation period and the market for selling direct property investments or shares in unlisted companies in Australia or overseas may be limited.

The Trustee manages (but does not eliminate) this risk by requiring these investment managers to invest a portion of the relevant Investment Pool in liquid securities or in cash or cash equivalent securities.

Neither the Trustee nor the investment managers guarantees the liquidity of each Investment Pool.

#### **Derivative Risk**

Some of the Investment Pools may use derivatives to reduce risk or gain exposure to other types of investments as the relevant investment manager considers appropriate. For example, the Capital Protected Pool uses derivatives. Derivatives may be volatile and can magnify losses as well as magnify returns.

Significant risks for these types of investments is that losses may occur where there is an adverse movement in the asset underlying the derivative. Derivatives may be illiquid or the counterparty to the derivative contract may not be able to meet its obligations under the contract.

The Trustee approaches the task of managing the risk related to derivatives through the selection of external investment managers who have expertise in managing derivatives.

#### **Property Market Risk**

Investments in the property market provide exposure to risk, whereby returns are dependent on capital growth and/or rental income from the underlying property investments. Factors that may impact those returns include changes to the property market, changing investor demand for property investments and interest rate fluctuations.

Investing in property assets which have development potential and/or construction activities may expose investors to construction and development risks. These may include reliance on key contracts, construction and development pipeline, time delays, reliance on sub contractors, design risks, financing and pricing risks, quality and workmanship risk, damage and destruction risks and counterparty risks.

There is also the risk of funds not being available to meet investor withdrawal requests in a timely manner due to a large portion of the Property Pool being invested in illiquid direct property or unlisted property trusts.

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### INVESTMENT OPTIONS

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The Trustee manages (but does not eliminate) the risks related to property through the selection of external investment managers who have expertise in managing property investments and requiring these managers to hold a portion of these funds in a diversified Investment Pool.

#### Private Equity Risk

Some Investment Pools may provide exposure to private equity assets (ie. providing cash to small or unlisted early-stage development companies to assist growth and profit levels of those businesses).

Investment in private equity is likely to involve exposure to leverage (or borrowing) risks, the possibility that managers may take minority shareholdings in companies and may be unable to protect their minority interests effectively, the liquidity risk that there may be significant periods of time before private equity returns are fully realised, limited market risks, overseas market exposure risks and exposure to venture capital investments.

The Trustee manages (but does not eliminate) the risks related to private equity through the selection of external investment managers who have expertise in managing private equity investments.

#### Other Risks

The following risks are inherent within any of the Investment Options:

- The investment managers appointed by the Trustee may change, can be wound up or liquidated, they can cease to manage the Investment Pool, their investment methodology can change, they can poorly manage operational risks and their Investment Pool can perform poorly;
- The relevant Investment Pool could terminate;
- The Trustee has the power under the Trust Deed of each Investment Pool to increase fees and costs for particular services, but if we do, we must give investors 30 days written notice before the change takes effect.
- The less diversified an Investment Pool is, the greater the possible volatility of that Investment Pool when compared to a more diversified Investment Pool; and
- Investing in an Investment Pool may give different results than investing directly in the underlying assets because, among other things, of the consequence of investment and withdrawal by other investors which may be at different times to you) and because of income or capital gains tax.

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### INVESTMENT OPTIONS

#### 9.3 HOW TO READ THE INVESTMENT OPTIONS TABLES

##### 9.3.1 How the Fund works

The Fund is divided up into two classes of investment options:

- Asset Sector Pools
- Diversified Pools

Depending on your personal situation and needs, your investment timeframe and risk profile, you (in conjunction with your financial adviser) will need to select one or more Investment Options.

In the Diversified Pools, (The Balanced Pool and the Growth Pool) the trustee has decided upon the asset allocation between various asset classes to suit the Investment Objectives of the Pool.

However, the Asset Sector Pools, although there is some asset diversification within the respective asset classes, you (together with your financial adviser) will need to determine the various asset classes to suit your own investment objectives.

Further Guidance on how to read the Investment Options tables, and what we mean when we talk about "Investment Objectives" and "Investment Strategy" is set out below.

In an Asset Sector Pool, the investments reflect a single asset class. The main asset classes are:

##### Cash

Cash includes bank deposits, short term securities with twelve or less months to maturity, bank accepted bills of exchange and treasury notes.

##### Fixed interest securities

Generally, fixed interest securities entitle the holder to the receipt of fixed amounts of interest payments on set dates until maturity of the security at which date the capital amount is repaid.

These include bonds issued by governments, semi-governmental and statutory authorities, leading banks, building societies and corporations issuing A rated corporate debt.

This asset class includes Australian and international fixed interest.

##### Shares

Shares represent ownership of a company. As a shareholder, there is no right to any specific guaranteed payments. The return from shares comes from regular income such as dividends (which may carry franking credits) and capital growth. Shares may experience extreme variability of return in any one period. That is, the value of shares can rise and fall, from month to month or day to day. There is a higher chance than other asset classes of a low or negative return. This asset class includes Australian and international shares.

##### Property

Direct property investments provide income in the form of dividends, distributions, development profits, rent and capital growth. Property may be volatile and is affected by the property cycle and market conditions. Investments in direct property generally carry medium to high expected risk. This asset class includes interests in direct property and interests via listed property trusts.

##### 9.3.2 Indicative Risk/Return Profile

Over very long periods (say upwards of 25 years) there is a positive correlation between risk and reward. That is to say, those asset classes displaying the highest risk (in terms of variability of returns) will also provide the highest long term returns.

The indicative Risk/Return Profile is the Trustee's assessment of the Risk Return Profile applicable to the particular pool. For example a profile of "Lowest - Medium" indicates that in the trustee's opinion, the pool will offer a low to Medium Risk/Return Profile.

Generally, shares and property (also known as growth assets) have the highest expected return and expected risk. Conversely, fixed interest and cash (also known as defensive assets) have the lowest expected return and expected risk.

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It must be remembered that this is the expected risk and return over the long term. Over shorter periods, say less than 5 years, it is possible that cash for example may provide a higher return than one or more other asset types.

#### 9.3.3 Investment Timeframe

Although (subject to preservation rules) you may choose to withdraw your investment earlier, this indicates the minimum period of investment which is suggested for the Investment Option. Remember, superannuation is a long-term investment.

#### 9.3.4 Investment Objectives

This reflects that investment performance criteria of the Investment Option and what the Investment Option aims to achieve.

#### 9.3.5 Investment Strategy

This identifies how the investment objectives of that particular Investment Option is to be achieved by showing where and what the Investment Option can invest in. Cash may be held by the Investment Option as indicated by the particular option.

#### 9.3.6 Investment Manager

The investment manager is the person who has been selected by the Trustee to manage part or the entire underlying fund on behalf of the Trustee (see "Approved Fund Managers" in Section 9.6 of this PDS.)

#### 9.3.7 Asset Allocation Benchmark and Ranges

This shows the allocation of the Pool in one or more of the asset classes indicated. The benchmark mix is generally indicated of the long-term average asset allocation expected for the Pool.

The investment manager of a Pool has discretion to alter the asset mix away from the benchmark within the range parameters indicated. These asset allocation decisions are made to take advantage of specific short to medium term conditions that alter the relative attractiveness of one asset class compared to another.

#### 9.3.8 Investment Performance

This shows the investment performance being the net performance after fees, expenses and applicable taxes (assuming reinvestment of distributions).

Future returns can vary from past returns. You should not base your investment decision to invest in any Investment Option on past returns. You should consult a financial advisor or accountant if you have any questions about your financial objectives, financial situation or needs.

There is no guarantee that an investment in any Pool within the Plan will be able to generate returns for members or that the returns will be commensurate with the risks of investing in the asset classes, types of companies, businesses or entities which will be invested in. No assurances can be given that any target returns of a Pool will be achieved.

Neither the Trustee, nor any related bodies corporate guarantee that you will earn any particular rate of return on your investment or that your investment will gain or retain its capital value. Investment in a Pool is subject to investment risk, including possible delays in repayment and loss of income and capital invested.

#### 9.3.9 Investment Management Fees

The Trustee's estimates of the investment management fees charged for each Investment Option (commonly referred to as the Management Expense Ratio (MER) for managed investments) are set out in the tables in Section 9 and are based on the weighted average investment management fees charged by the current investment managers assuming that fund allocations are made in line with the Trustee's benchmark asset allocations. These investment management fees represent the cost of investing in the underlying funds as at the date of this PDS and vary between Investment Options. These investment management fees are subject to variation if

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### INVESTMENT OPTIONS

the Trustee invests other than in accordance with its benchmark asset allocation. They are also subject to variation at any time, and without notice to you, if an underlying investment manager varies its fees or if the Trustee adds, removes or replaces any investment manager.

Investment management fees are not deducted from your account balance but are reflected in the unit prices of the Investment Options.

#### 9.3.10 Buy / Sell Margin

The buy/sell margin is a transaction cost charged to enter (buy units) or exit (sell units) an Investment Option. This is charged because entering or exiting an Investment Option requires the Trustee to incur brokerage and other costs to buy and/or sell the Investment Option's units. These costs are not deducted from your account balance but are reflected in the unit prices of the Investment Options. The Trustee's estimate of the buy/sell margin charged for each Investment Option are set out in the following tables and are based on the weighted average buy/sell margin charged by the current investment managers assuming that fund allocations are made in line with the Trustee's benchmark asset allocations.

These buy/sell margins are subject to variation if the Trustee invests other than in accordance with its benchmark asset allocation. They are also subject to variation at any time, and without notice to you, if an underlying investment manager varies its buy/sell margin or if the Trustee adds, removes or replaces any investment manager.

#### 9.3.11 Performance Fees

Some investment managers charge performance fees. Typically the performance fee is only payable when the investment manager outperforms a benchmark agreed between the investment manager and the Trustee. Performance fees are designed to motivate the investment manager to generate the highest return achievable, and are meant to align the interests of the investment manager with the interests of the investor. The fee is calculated as a percentage of the outperformance (the amount by which the manager exceeds the benchmark return.) Typically performance fees are between nil and 20% of the amount by which the investment manager exceeds the benchmark.

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RETIREMENT PLAN

#### 9.4 ASSET SECTOR POOLS

INVESTMENT OPTION NAME	Cash Pool	Diversified Fixed Interest Pool																														
Indicative Risk/Return Profile	Lowest	Lowest – Medium																														
Investment Timeframe	Minimum 1 year	Minimum 2 years																														
Investment Objectives <sup>1</sup>	To earn a gross return (i.e. before fees and charges are deducted) greater than the industry benchmark, which is the UBS Warburg Bank Bill Index	To achieve a gross return greater than the industry benchmark which is a composite of 60% UBS Warburg Australian Composite Bond Index (All Maturities) and 40% SSB World Government Bond Index Ex-Australia (in \$A) Hedged.																														
Investment Strategy	The assets of this Pool will be invested in short-term liquid securities and term deposits issued and guaranteed or otherwise supported by the Commonwealth and State Governments and their statutory authorities, or issued by leading banks, building societies and corporations.	The investment strategy of this Investment Pool is to invest in fixed interest securities issued by Australian and international governments, state governments and their statutory authorities, leading banks, building societies, targeting a 'weighted average portfolio credit rating' based on efficient frontier research. This Investment Pool will usually be fully hedged for Australian dollar currency movements. However, the Trustee retains the right to unhedge a proportion of the Investment Pool if it deems it appropriate.																														
Investment Managers	BWA Managed Investments Limited	Tyndall Investment Management Ltd																														
Asset allocation benchmark and range <sup>2</sup>	<table><tr><td>Cash</td><td>Benchmark: 100%</td></tr><tr><td></td><td>Range: 100%</td></tr></table>	Cash	Benchmark: 100%		Range: 100%	<table><tr><td>Cash</td><td>Benchmark: 0%</td></tr><tr><td></td><td>Range: 0-20%</td></tr><tr><td>Australian Fixed Interest</td><td>Benchmark: 100%</td></tr><tr><td></td><td>Range: 65-100%</td></tr><tr><td>International Fixed Interest</td><td>Benchmark: 0%</td></tr><tr><td></td><td>Range: 0-15%</td></tr></table>	Cash	Benchmark: 0%		Range: 0-20%	Australian Fixed Interest	Benchmark: 100%		Range: 65-100%	International Fixed Interest	Benchmark: 0%		Range: 0-15%														
Cash	Benchmark: 100%																															
	Range: 100%																															
Cash	Benchmark: 0%																															
	Range: 0-20%																															
Australian Fixed Interest	Benchmark: 100%																															
	Range: 65-100%																															
International Fixed Interest	Benchmark: 0%																															
	Range: 0-15%																															
Investment Performance <sup>3</sup>	<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>3.85</td><td>4.02</td><td>0.05</td><td colspan="2">Commenced late 2003</td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	3.85	4.02	0.05	Commenced late 2003		<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>13.95</td><td>6.19</td><td>0.13</td><td colspan="2">Commenced late 2003</td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	13.95	6.19	0.13	Commenced late 2003	
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
3.85	4.02	0.05	Commenced late 2003																													
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
13.95	6.19	0.13	Commenced late 2003																													
Investment Management Fee	0.60% of net assets per annum	0.45% of net assets per annum																														
Buy/Sell Margin	Nil	Up to 1% on entry and exit prices of units																														

<sup>1</sup> The investment objectives are not intended to be a forecast. They are merely an indication of what the Investment Pools aim to achieve over the medium to long term on the assumption that equity and bond markets remain relatively stable throughout that time. The Investment Pool may not be successful in meeting this objective. Returns are not guaranteed.

<sup>2</sup> This represents the intended mix of investments, however, the Trustee may adjust the asset mix or vary the investment strategy to suit investment conditions at the time. This means that the asset allocation may vary or investments may be outside this range for short-term tactical reasons and to reflect changing market conditions without notice to investors.

<sup>3</sup> Past performance is not necessarily a reliable guide to future performance.

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### INVESTMENT OPTIONS

#### 9.4 ASSET SECTOR POOLS (CONTINUED)

INVESTMENT OPTION NAME	Capital Protected Pool	Australian Equities Pool																														
Indicative Risk/Return Profile	Lowest – Medium	Highest																														
Investment Timeframe	Minimum 2 years	Minimum 5 years																														
Investment Objectives <sup>1</sup>	<p>To enable members to take advantage of the potential gains within the equity and fixed interest securities markets and to minimise any loss of members' capital.</p> <p>The Pool is liquid, however capital protection may not be effective if funds are redeemed during your initial investment period of approximately 12 to 15 months.</p> <p><b>Note: This pool is not capital guaranteed. Members can suffer a loss of capital.</b></p>	<p>To achieve a gross return (i.e. before fees and charges are deducted) greater than the S&amp;P/ASX All Ordinaries Accumulation Index.</p>																														
Investment Strategy	<p>The assets of this Investment Pool are invested in cash, Australian fixed interest and Australian equity derivatives to provide participation in gains in the Australian equity market and to provide capital protection up to a predetermined percentage fall in the S&amp;P/ASX 200 Index.</p>	<p>The assets of this Pool will be invested in Australian equities both listed and unlisted. However, from time to time, the Trustee and/or the appointed investment managers may retain a cash holding (not expected to exceed 5%).</p>																														
Investment Managers	AMP Capital Investors Limited.	Alpha Investment Management, Perpetual Investments and Tyndall Asset Management.																														
Asset allocation benchmark and range <sup>2</sup>	<table><tr><td>Cash</td><td>Benchmark: 0%</td></tr><tr><td></td><td>Range: 0-20%</td></tr><tr><td>Australian</td><td>Benchmark: 100%</td></tr><tr><td>Fixed Interest</td><td>Range: 80-100%</td></tr></table> <p>The investment manager uses derivatives to manage this Pool. Derivatives are used for risk management purposes only and cannot be used to gear portfolio exposure or for speculative purposes.</p>	Cash	Benchmark: 0%		Range: 0-20%	Australian	Benchmark: 100%	Fixed Interest	Range: 80-100%	<table><tr><td>Cash</td><td>Benchmark: 0%</td></tr><tr><td></td><td>Range: 0-5%</td></tr><tr><td>Australian</td><td>Benchmark: 100%</td></tr><tr><td>Shares</td><td>Range: 95-100%</td></tr></table>	Cash	Benchmark: 0%		Range: 0-5%	Australian	Benchmark: 100%	Shares	Range: 95-100%														
Cash	Benchmark: 0%																															
	Range: 0-20%																															
Australian	Benchmark: 100%																															
Fixed Interest	Range: 80-100%																															
Cash	Benchmark: 0%																															
	Range: 0-5%																															
Australian	Benchmark: 100%																															
Shares	Range: 95-100%																															
Investment Performance <sup>3</sup>	<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>5.85</td><td>7.89</td><td>1.53</td><td>6.6</td><td>5.5</td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	5.85	7.89	1.53	6.6	5.5	<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>17.94</td><td>9.77</td><td>0.00</td><td>Commenced late 2003</td><td></td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	17.94	9.77	0.00	Commenced late 2003	
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
5.85	7.89	1.53	6.6	5.5																												
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
17.94	9.77	0.00	Commenced late 2003																													
Investment Management Fee	0.35% of net assets per annum	0.74% of net assets per annum																														
Buy/Sell Margin	Up to 1% on entry and exit prices of units	Up to 1% on entry and exit prices of units																														

<sup>1</sup>The investment objectives are not intended to be a forecast. They are merely an indication of what the Investment Pools aim to achieve over the medium to long term on the assumption that equity and bond markets remain relatively stable throughout that time. The Investment Pool may not be successful in meeting this objective. **Returns are not guaranteed.**

<sup>2</sup> This represents the intended mix of investments, however, the Trustee may adjust the asset mix or vary the investment strategy to suit investment conditions at the time. This means that the asset allocation may vary or investments may be outside this range for short-term tactical reasons and to reflect changing market conditions without notice to investors.

<sup>3</sup> Past performance is not necessarily a reliable guide to future performance.<sup>300</sup>



## Section Nine INVESTMENT OPTIONS

*My*  
RETIREMENT PLAN

### 9.4 ASSET SECTOR POOLS (CONTINUED)

INVESTMENT OPTION NAME	Overseas Equities Pool	Property Pool																														
Indicative Risk/Return Profile	Highest	Medium – Highest																														
Investment Timeframe	Minimum 5 years	Minimum 5 years																														
Investment Objectives <sup>1</sup>	To achieve a gross return (i.e. before fees and changes are deducted) greater than the industry benchmark, which is the MSCI World Ex-Australia Index (in \$A).	To achieve a gross return greater than the industry benchmark which is the S&P/ASX 200 Property Trust Accumulation Index.																														
Investment Strategy	The assets of this Pool will be invested in equities in overseas markets which include both listed and unlisted equities. However, from time to time, the Trustee and/or the appointed investment managers may retain a cash holding (not expected to exceed 5%). This Pool will not usually be hedged for Australian dollar currency movements. The Trustee retains the right to hedge a proportion of the Pool if it deems it appropriate however, it will be common for the underlying managers of this pool to use hedging strategies as part of the portfolio management.	The assets of this Pool will be invested in direct and indirect Australian office, retail, residential and industrial property. The assets of this Pool may be invested in property development. However, from time to time, the Trustee and/or the appointed investment managers may retain a cash holding (not expected to exceed 5%).																														
Investment Managers	Morgan Stanley Investment Management Limited, Wright Global Investments Pty Ltd and MillhouseIAG Limited	AMP Capital Investors Limited, Colonial First State Property Limited, Silverhall Asset Management Pty Ltd, National Mutual Funds Management (trading as AXA) and Perpetual James Fielding Ltd.																														
Asset allocation benchmark and range <sup>2</sup>	<table><tr><td>Cash</td><td>Benchmark: 0% Range: 0-5%</td></tr><tr><td>International Shares</td><td>Benchmark: 100% Range: 95-100%</td></tr></table>	Cash	Benchmark: 0% Range: 0-5%	International Shares	Benchmark: 100% Range: 95-100%	<table><tr><td>Cash</td><td>Benchmark: 0% Range: 0-5%</td></tr><tr><td>Property</td><td>Benchmark: 100% Range: 95-100%</td></tr></table>	Cash	Benchmark: 0% Range: 0-5%	Property	Benchmark: 100% Range: 95-100%																						
Cash	Benchmark: 0% Range: 0-5%																															
International Shares	Benchmark: 100% Range: 95-100%																															
Cash	Benchmark: 0% Range: 0-5%																															
Property	Benchmark: 100% Range: 95-100%																															
Investment Performance <sup>3</sup>	<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>17.81</td><td>6.59</td><td>0.00</td><td>Commenced late 2003</td><td></td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	17.81	6.59	0.00	Commenced late 2003		<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>14.88</td><td>10.39</td><td>0.09</td><td>Commenced late 2003</td><td></td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	14.88	10.39	0.09	Commenced late 2003	
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
17.81	6.59	0.00	Commenced late 2003																													
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
14.88	10.39	0.09	Commenced late 2003																													
Investment Management Fee	1.63% of net assets per annum plus performance fee <sup>4</sup>	0.95% of net assets per annum plus performance fee <sup>4</sup>																														
Buy/Sell Margin	Up to 1% on entry and exit prices of units	Up to 1% on entry and exit prices of units																														

<sup>1</sup>The investment objectives are not intended to be a forecast. They are merely an indication of what the Investment Pools aim to achieve over the medium to long term on the assumption that equity and bond markets remain relatively stable throughout that time. The Investment Pool may not be successful in meeting this objective. **Returns are not guaranteed.**

<sup>2</sup>This represents the intended mix of investments, however, the Trustee may adjust the asset mix or vary the investment strategy to suit investment conditions at the time. This means that the asset allocation may vary or investments may be outside this range for short-term tactical reasons and to reflect changing market conditions without notice to investors.

<sup>3</sup>Past performance is not necessarily a reliable guide to future performance.

<sup>4</sup>A performance fee of 20% of any net return greater than a 10% return on investment per annum is payable in relation to any funds managed by Wright Global Investments, Silverhall Asset Management Pty Ltd and MillhouseIAG Ltd. The performance fee is payable every six months in arrears. Where the net return is less than 10% per annum, the difference will be carried forward to succeeding periods. Shortfalls from prior periods must be added to the net return calculation in determining whether a performance fee is payable.



## Section Nine

### INVESTMENT OPTIONS

#### 9.5 DIVERSIFIED POOLS

##### SUMMARY OF THE INVESTMENT OPTIONS FOR THE DIVERSIFIED PORTFOLIOS

###### Investment Objective<sup>1</sup>

Diversified Pools	Balanced Pool	Growth Pool
Benchmark:	CPI Growth ^ + 5%	CPI Growth ^ + 4.5%
Indicative risk ranking between pools	Highest	Medium
Recommended investment over a time horizon of:	Min 5 years	Min 5 years

^ "CPI Growth" is defined as the average annual increase in Consumer Price Index for a rolling five-year period.

###### Investment Strategy

To achieve a low probability of a negative return in any 5 year period. Investments in varying mixes of asset allocations as shown below.

A greater level of growth assets (equities and property) provides the members with a potentially higher level of return but a potentially higher level of risk.

Targeted strategic asset allocation of each of the Diversified Pools <sup>2</sup>	Balanced Pool	Growth Pool
Capital Protected	0%	0%
Cash / Fixed Interest	15%	33%
Equities	60%	34%
Property	25%	33%
TOTAL	100%	100%

Allocation range <sup>2</sup>	Balanced Pool	Growth Pool
Capital Protected	0%-10%	0%-5%
Cash / Fixed Interest	10%-30%	0%-50%
Equities (refer to page 52)	50%-70%	0%-51%
Property (refer to page 52)	15%-35%	0%-50%
TOTAL	100%	100%

<sup>1</sup> The investment objectives are not intended to be a forecast. They are merely an indication of what the Investment Pools aim to achieve over the medium to long term on the assumption that equity and bond markets remain relatively stable throughout that time. The Investment Pool may not be successful in meeting this objective. Returns are not guaranteed.

<sup>2</sup> This represents the intended mix of investments, however, the Trustee may adjust the asset mix or vary the investment strategy to suit investment conditions at the time. This means that the asset allocation may vary or investments may be outside this range for short-term tactical reasons and to reflect changing market conditions without notice to investors. For investment efficiency, the Diversified Pools invest in the various Asset Pools.

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### INVESTMENT OPTIONS



#### 9.5 DIVERSIFIED POOLS (CONTINUED)

##### Asset Allocation - Equity

The following table is a breakdown of the allocation within the equity asset class and the range of allocation allowable.

Diversified Pools	Balanced Pool	Growth Pool
Australian Equities	25%-58%	30%-60%
Overseas Equities	25%-50%	30%-60%
Private Equity	0%-10%	0%-10%
Absolute Return	0%-10%	0%-10%

##### Asset Allocation - Property

The following table is a breakdown of allocation within the property asset class and the range of allocation allowable.

Diversified Pools	Balanced Pool	Growth Pool
Property (office, retail, residential and industrial)	80%-100%	90%-100%
Residential Property	0%-20%	0%-10%

##### Investment Managers

A combination of the Investment Managers are used within each of the Diversified Portfolios.

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### INVESTMENT OPTIONS

#### 9.5 DIVERSIFIED POOLS (CONTINUED)

INVESTMENT OPTION NAME	Balanced Pool	Growth Pool																														
Indicative Risk/Return Profile	Highest	Medium																														
Investment Timeframe	Minimum 5 years	Minimum 5 years																														
Investment Objectives <sup>1</sup>	To achieve a gross return (i.e. before fees and charges are deducted) of 5% greater than the CPI Growth <sup>2</sup> per annum. To achieve a low probability of a negative return in any five year period.	To achieve a return of 4.5% above CPI Growth <sup>2</sup> p.a. To minimise the likelihood of a negative return in any 5 year period.																														
Investment Strategy	For reasons of investment efficiency, the Pool primarily gains its exposure to each sector by holding units in the Asset Sector Pools. The long-term asset allocation invests 75% of the Pool in growth assets to attract a potentially higher level of return. Please note that this potentially higher return is associated with a higher level of risk.	The strategy of this diversified pool is to allow maximum flexibility of investments between fixed interest securities, Australian and overseas equities and property. The Trustee will have the discretion to adjust the asset allocation up to 50% of each asset class and these decisions will be governed by the respective valuation principles and economic circumstances. The trustee will also have discretion to retain up to 10% of its portfolio in cash.																														
Investment Managers	Combination of the investment managers used within the Asset Sector Pools.	Combination of the investment managers used within the Asset Sector Pools.																														
Asset allocation benchmark and range <sup>3</sup>	<table><tr><td>Capital Protected</td><td>Benchmark: 0% Range: 0-10%</td></tr><tr><td>Cash/ Fixed Interest</td><td>Benchmark: 15% Range: 10-30%</td></tr><tr><td>Equities<sup>5</sup></td><td>Benchmark: 60% Range: 50-70%</td></tr><tr><td>Property<sup>6</sup></td><td>Benchmark: 25% Range: 15-35%</td></tr><tr><td>TOTAL</td><td>100%</td></tr></table>	Capital Protected	Benchmark: 0% Range: 0-10%	Cash/ Fixed Interest	Benchmark: 15% Range: 10-30%	Equities <sup>5</sup>	Benchmark: 60% Range: 50-70%	Property <sup>6</sup>	Benchmark: 25% Range: 15-35%	TOTAL	100%	<table><tr><td>Capital Protected</td><td>Benchmark: 0% Range: 0-5%</td></tr><tr><td>Cash/ Fixed Interest</td><td>Benchmark: 33% Range: 0-50%</td></tr><tr><td>Equities<sup>7</sup></td><td>Benchmark: 34% Range: 0-51%</td></tr><tr><td>Property<sup>8</sup></td><td>Benchmark: 33% Range: 0-50%</td></tr><tr><td>TOTAL</td><td>100%</td></tr></table>	Capital Protected	Benchmark: 0% Range: 0-5%	Cash/ Fixed Interest	Benchmark: 33% Range: 0-50%	Equities <sup>7</sup>	Benchmark: 34% Range: 0-51%	Property <sup>8</sup>	Benchmark: 33% Range: 0-50%	TOTAL	100%										
Capital Protected	Benchmark: 0% Range: 0-10%																															
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Property <sup>6</sup>	Benchmark: 25% Range: 15-35%																															
TOTAL	100%																															
Capital Protected	Benchmark: 0% Range: 0-5%																															
Cash/ Fixed Interest	Benchmark: 33% Range: 0-50%																															
Equities <sup>7</sup>	Benchmark: 34% Range: 0-51%																															
Property <sup>8</sup>	Benchmark: 33% Range: 0-50%																															
TOTAL	100%																															
Investment Performance <sup>4</sup>	<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>15.48</td><td>13.15</td><td>(1.20)</td><td>1.4</td><td>8.1</td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	15.48	13.15	(1.20)	1.4	8.1	<table><tr><td>2005</td><td>2004</td><td>2003</td><td>2002</td><td>2001</td></tr><tr><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td><td>%p.a.</td></tr><tr><td>14.13</td><td>10.14</td><td>0.00</td><td></td><td></td></tr></table>	2005	2004	2003	2002	2001	%p.a.	%p.a.	%p.a.	%p.a.	%p.a.	14.13	10.14	0.00		
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
15.48	13.15	(1.20)	1.4	8.1																												
2005	2004	2003	2002	2001																												
%p.a.	%p.a.	%p.a.	%p.a.	%p.a.																												
14.13	10.14	0.00																														
Investment Management Fee	1.19% of net assets per annum	1.13% of net assets per annum																														
Buy/Sell Margin	Up to 1% on entry and exit prices of units	Up to 1% on entry and exit prices of units																														

<sup>1</sup> The investment objectives are not intended to be a forecast. They are merely an indication of what the Investment Pools aim to achieve over the medium to long term on the assumption that equity and bond markets remain relatively stable throughout that time. The Investment Pool may not be successful in meeting this objective. Returns are not guaranteed.

<sup>2</sup> CPI Growth means the CPI increase per annum over a rolling 5 year period.

<sup>3</sup> This represents the intended mix of investments, however, the Trustee may adjust the asset mix or vary the investment strategy to suit investment conditions at the time. This means that the asset allocation may vary or investments may be outside this range for short-term tactical reasons and to reflect changing market conditions without notice to investors.

<sup>4</sup> Past performance is not necessarily a reliable guide to future performance

<sup>5</sup> The Equity allocation is to be invested in the following ranges: Australian Equities 25%-58%, Overseas Equities 25%-50%, Absolute Return 0%-10% and Private Equity 0%-10%.

<sup>6</sup> The Property allocation is to be invested in the following ranges: Property 80%-100% and Residential Property 0%-20%.

<sup>7</sup> The Equity allocation is to be invested in the following ranges: Australian Equities 30%-60%, Overseas Equities 30%-60%, Absolute Return 0%-10% and Private Equity 0%-10%.

<sup>8</sup> The Property allocation is to be invested in the following ranges: Property 90%-100% and Residential Property 0%-10%.

## Section Nine

### INVESTMENT OPTIONS



#### 9.6 APPROVED FUND MANAGERS

The investment managers used by the Trustee are regularly reviewed and may be appointed or removed at any time. The managers appointed at the date of this PDS are:

##### **Alpha Investment Management Pty Ltd**

Alpha Investment Management ("Alpha") ABN 72 082 134 067 (AFSL 225399) was established in July 1998 as an active specialist Australian equity manager.

Alpha is a joint venture between the management team and Babcock & Brown, an independent investment advisory firm established in the United States in 1977 and recently listed on the Australian Stock Exchange.

Alpha's active investment style can be classified as 'neutral' rather than traditional 'growth' or 'value'. This means that Alpha focuses on finding the right stocks, managing these stocks actively and skews the portfolio to suit market circumstances. This 'skewing' is an outcome of Alpha's ability to combine both 'bottom-up' and 'top-down' analysis.

Alpha aims to provide its clients with significant and sustainable risk adjusted out performance by managing a concentrated portfolio of approximately 25 to 40 stocks predominately in the top 50. As at June 2005, Alpha managed in excess of \$2.9 billion on behalf of a diverse range of wholesale clients.

##### **AMP Capital Investors Ltd**

AMP Capital Investors Limited ("AMP Capital") ABN 59 001 777 591 (AFSL 232497) of corporate real is the wholly owned investment management subsidiary of AMP Limited, the ultimate controlling entity in the AMP Limited Group.

AMP Capital is a major wealth management company that operates primarily in Australia and New Zealand. They invest in a range of asset classes, including shares, bonds, property, infrastructure and private equity in order to deliver a range of financial solutions to their clients that include institutions, advisers and personal investors.

AMP Capital offer a select range of investment opportunities – those where they consider they have the skills, experience and resources to deliver strong, consistent performance. AMP Capital also work in partnership with other leading investment specialists in order to further enhance opportunities for their clients.

##### **BWA Managed Investments Ltd**

BWA Managed Investments Ltd ABN 97 108678 397 (AFSL 276617) seeks to provide retail investors in the BWA Cash Management Trust with a secure, at call investment supported by a range of transactional access facilities.

Superior returns to investors are sought through a combination of investing funds with BankWest at the Reserve Bank of Australia official cash rate and one of the lowest Management Expense Ratios in the retail CMT industry.

##### **Colonial First State Property Limited**

Colonial First State Property Ltd ABN 20 085 313 926 is the manager of the Direct Property Investment Fund's Office and Industrial Sectors and delegated manager for the Retail Sector. The manager draws on the resources of Commonwealth Bank of Australia's property funds management and corporate real estate division, Colonial First State Property.

Colonial First State Property Limited is an integrated property services business combining specialist operations in property funds management and corporate real estate with operations in both Australia and New Zealand. Funds under management include three listed property trusts, ten wholesale funds, two direct property investment mandates and three unlisted property funds for retail investors.

Colonial First State Property also has responsibility for management of the Commonwealth Bank of Australia's own portfolio of real estate and, via a corporate joint venture, provides the full spectrum of corporate real estate services to external clients.

With combined funds and assets under management of approximately A\$15 billion, the business combines the talents and expertise of in excess of 280 people, creating one of the largest and most innovative teams of property and funds management professionals in Australasia.

##### **Global Financial Managers Limited**

Global Financial Managers Limited structures investment portfolios for institutional accounts, including corporations, investment funds and trusts, and hedge funds, specialising in multi-class market neutral funds.

Its equity and equity derivative portfolios are structured to perform in all market conditions and to reduce the variability of returns.

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#### **Huntleigh Securities Corporation**

Founded in 1977, Huntleigh Securities Corporation (Huntleigh) has grown to become one of the largest privately held securities brokerage firms in the St. Louis region in the United States and one of the most respected names in the securities business.

As a full service securities broker/dealer servicing institutional and retail clients, Huntleigh, through its affiliate Huntleigh Advisors Inc, uses a fundamental research-driven stock selection process to produce superior investment performance results.

Huntleigh is known for its conservative stock selection approach emphasising fundamental growth valuation and its commitment to integrity in all of its products and services. Huntleigh is a custodian and US delegate of Global Financial Managers Limited.

#### **MillhouseIAG Limited**

MillhouseIAG Limited ("MIAG") ABN 33 091 881 097 (AFSL 283445) operates in the Private Equity and Venture Capital Industry. MIAG wholly owns the three businesses Millhouse IAG®, Corporation Builders® and enterpriseangels™. It beneficially owns 16.7% of Wright Global Asset Management Pty Ltd, which owns 100% of Astarra Funds Management Pty Limited (the parent of the Trustee).

MIAG presently operates in Australia, Singapore, and Germany. The group presently trades as Millhouse AG in Germany and Corporation Builders Pte Ltd in Singapore.

These synergistic business units result in an integrated structure comprising capital market training, deal flow generation, small transaction-fund raising, investment banking for larger transactions and funds management. MIAG is only interested in markets where all business units can operate synergistically. Outcomes have been generated for clients from the public and private equity capital markets in Australia, Singapore, Germany, Switzerland, and North America.

Investments and clients have included:

- Technology companies – fundraising from start up to post IPO;
- Mature private companies - expansion capital and merger and acquisition opportunities;
- Smaller listed companies - merger and acquisition, recapitalisation opportunities;
- Aggregation opportunities as a Controlled Investments strategy; and
- Funds management through its equity interest in Wright Global Asset Management Pty Ltd.

#### **MARQ Capital Limited**

MARQ Capital Limited ("MARQ") ABN 40 113 913 474 (AFSL 225058) is a specialist residential property investment manager concentrating on residential development projects predominately in major metropolitan areas and regional centres where growth is forecasted.

MARQ's team of investment professionals have over 10 years experience in the property funds management and residential property development business, incorporating an investment philosophy based on a process of comprehensive research, experience and knowledge of the residential property market and an active "on the ground" approach to management.

MARQ is an authorised representative of Wright Global Investments Pty Ltd (please refer to page 60 for further information regarding Wright Global Investments Pty Ltd).

#### **Morgan Stanley Investment Management Limited**

Morgan Stanley Investment Management is the investment management division of Morgan Stanley, a global financial services firm. With more than 600 offices in 27 countries Morgan Stanley is a market leader in securities, investment management and credit services.

Morgan Stanley Investment Management invest in international equities using a 'deep value' fundamental pricing style. Their inclusion provides important diversification benefits for the Astarra Overseas Equities Pool.

#### **National Mutual Funds Management Ltd (trading as AXA Australia)**

AXA Australia ABN 51 007 093 585 is a member of the Global AXA Group, one of the world's leading global financial services companies. AXA Australia has appointed the following investment managers, Alliance Capital Management Australia Ltd and DB RREEF Funds Management Ltd, to deliver to Australian investors the proven expertise and

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experience of these recognised global investment managers.

**Alliance Capital Management Australia Ltd**  
Alliance Capital Management Australia Ltd ABN 53 095 022 718 (AFSL 230698) is a joint venture company formed between the AXA Australia Group and a wholly owned subsidiary of Alliance Capital Management L.P. ('Alliance Capital US') a US-based organisation that is also a member of the Global AXA Group.

Alliance Capital utilises the global investment resources and capabilities of Alliance Capital US. Alliance Capital US is a global investment adviser offering a wide range of investment management services worldwide.

As at 31 May 2005, Alliance Capital US managed approximately \$US518 billion (approximately \$A681 billion) in assets and employed around 4,100 people worldwide, including more than 500 investment professionals, skilled in the management of investments, of whom around 300 are investment analysts.

**DB RREEF Funds Management Ltd**  
DB RREEF Funds Management Ltd ABN 24 060 920 783 (AFSL 238163), is a major diversified property group based in Australia, with access to an integrated global network of real estate investment opportunities, expertise and partners. The group was created in September 2004 with its foundation based on the former holdings of DB Real Estate Australia. Today DB RREEF owns and/or manages assets valued in excess of \$A10 billion.

**Perpetual Investments Ltd**  
Perpetual Investments Limited (Perpetual Investments) ABN 18 000 866 535 (AFSL 234426) is one of Australia's leading retail and superannuation funds, one of Australia's leading investment managers, with \$26 billion in funds under management for more than 110,000 investors (as at 31 December 2004).

Perpetual Investments employs some of the industry's best investment specialists. Their expertise, combined with a proven investment philosophy, has enabled Perpetual Investments to provide strong and consistent performance to investors.

Perpetual Investments is part of the Perpetual Group, which has been in operation for over 115 years. The Perpetual Group aims to help Australians secure their financial independence and grow their wealth from generation to generation.

#### **Perpetual James Fielding Limited**

Perpetual James Fielding Limited (PJF) ABN 84 008 416 831 (AFSL 225246) is a joint venture between Perpetual and the James Fielding Group. PJF aims to broaden the property securities investment offerings available to investors and brings a strong new competitor to this market. The James Fielding Group is an established diversified property group focusing on property investment, development, fund management, property syndicates and property services. The joining of forces creates the opportunity for investors to take advantage of Perpetual's experience in funds management coupled with the James Fielding Group's expertise in property.

#### **Silverhall Asset Management Pty Ltd**

Silverhall Asset Management Pty Ltd ("Silverhall") ABN 52 108 352 441 is an authorised representative of Wright Global Investments Pty Limited.

Silverhall is a specialist residential property investment company which invests in a portfolio of residential projects predominately in major metropolitan areas and regional centres. It maintains its product focus on smaller-scale integrated sites in a niche area of the industry, as well as the development of raw land into residential building blocks.

Silverhall is committed to managing risk and delivering consistent returns with no investment undertaken unless the projected return is at least 15% per annum (although returns are not guaranteed).

The management team has more than 10 years experience in residential property investments, business and financial management and raising capital. Silverhall currently manages assets for retail and superannuation funds.



## Section Nine

### INVESTMENT OPTIONS

#### **Tyndall Investment Management Ltd**

Tyndall Investment Management Ltd ("Tyndall") ABN 99 003 376 252 (AFSL 237563) is a specialist, active 'value'-based investment management firm, managing over \$6.7 billion on behalf of institutional, superannuation funds and private clients. Tyndall is an active, distinctive and disciplined 'intrinsic value' investment manager that specialises in Australian Shares and Australian and International Fixed Interest.

Tyndall's investment skills across these sectors are based on the fundamental analysis of intrinsic value together with sound risk management techniques.

Tyndall is part of the Promina Group.

#### **Wright Global Investments Pty Ltd**

Sydney-based Wright Global Investments ABN 82 097 478 487 (AFSL 225058) manages a range of products that seek capital appreciation and income in both rising and falling markets. The company's ability to draw on a global network of world class investment specialists provides investors with consistent risk-adjusted performance across multiple asset classes.

Wright Global Investments is committed to offering investors the quality investment products, unbiased research, superior client service, and a full range of accounting and support services.

Wright Global Investments is the Australian based delegate of Global Financial Managers Limited.

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## Section Ten

### APPLICATION FORMS

#### LODGMET OF FORMS

Lodge your completed Application Form, cheque (payable to My Retirement Plan) and relevant attachments to the Trustee's Albury office, or send to:

Reply Paid 1282  
Astarra Capital Limited  
PO Box 1282  
ALBURY NSW 2640

"Reply Paid" means that you do not need to affix a stamp to the envelope.

#### INCOMPLETE APPLICATIONS

Subject to applicable legal requirements if your application is incomplete we will retain the application money in the Cash Pool until we either :

- receive the outstanding information and you become a member of the Plan; or
- refund the application money to you.

We will contact you to advise you of any outstanding requirements. We may retain any interest earned on such amounts invested in the Cash Pool.

## Section Ten APPLICATION FORMS



### **FORMS** Please find attached:

#### MEMBER APPLICATION

This form must be completed to join the My Retirement Plan.

#### OPTIONAL INSURANCE APPLICATION FORM – Members Personal Statement

This form is required to be completed if you apply for optional insurance.

#### EMPLOYER APPLICATION

This must be completed by an employer-sponsor to join the Fund on behalf of the employer sponsors employees.

#### MEMBERSHIP SCHEDULE AND AT WORK CERTIFICATE

This form must be completed by an employer-sponsor to join new employees into the Fund.

#### CONTRIBUTION SCHEDULE

This form must be completed by an employer-sponsor for contributions to be invested on behalf of the employer-sponsors employees.

#### DIRECT DEBIT REQUEST

This form should be completed if you wish to have regular contributions paid directly from a nominated account to My Retirement Plan.

Please ensure that you have read and understood the Direct Debit Request Service Agreement before signing the Direct Debit Request Form.

#### TRANSFER REQUEST AUTHORITY

This form may be completed to transfer superannuation benefits from another superannuation fund into the Plan. One transfer authority should be completed for each rollover. If you require more than one transfer authority, you may copy this form or call the Trustee's Client Service line on 1300 367 111.

# MY RETIREMENT PLAN - MEMBER

## INSTRUCTIONS/CHECKLIST

### APPLYING FOR AN INVESTMENT - COMPLETING YOUR APPLICATION FORM

Please write  
legibly in  
block letters.

Tick ☒ boxes

Use a black  
or dark blue pen.

#### My Retirement Plan (Member Application Form)

- |  |   |
|--|---|
| <input type="checkbox"/> Section 1 - Compulsory  | Complete your membership details (if applicable) making sure to provide your membership number (if applicable).   |
| <input type="checkbox"/> Section 2 - Compulsory  | Complete your member details.   |
| <input type="checkbox"/> Section 3 - Compulsory  | Complete your address and contact details.  |
| <input type="checkbox"/> Section 4 - Optional    | Nominate your financial adviser.  |
| <input type="checkbox"/> Section 5 - Compulsory  | Indicate your contribution investment strategy and the amount you would like to allocate to each Investment Option.   |
| <input type="checkbox"/> Section 6 - Optional    | Complete this section if you would like to have a Regular Contribution Plan which means that you would like the Trustee to automatically debit your nominated bank account, to make regular contributions to your investment. Indicate how much you would like us to debit and then complete your investment allocation in step 5 of the form. You must read the Direct Debit Request Service Agreement on page 81 in Section 10 of this PDS. |
| <input type="checkbox"/> Section 7 - Optional    | If you would like to apply for insurance and apply through an employer-sponsor.   |
| <input type="checkbox"/> Section 8 - Optional    | If you would like to apply for insurance, complete this section and fill out the Optional Insurance Application form.   |
| <input type="checkbox"/> Section 9 - Optional    | If you would like to apply for insurance, you are required to answer truthfully the questions in this section to obtain the benefits of insurance.  |
| <input type="checkbox"/> Section 10 - Compulsory | You must read, sign and date this section for your insurance application to be valid.   |
| <input type="checkbox"/> Section 11 - Optional   | If you would like to nominate a Beneficiary, complete this section.   |
| <input type="checkbox"/> Section 12 - Compulsory | You must read, sign and date this section for your application for your application to be valid.  |

MY RETIREMENT PLAN - MEMBER

**Contribution Investment Strategy**

PLEASE complete this section to ensure that your investment objectives, needs and circumstances. For information relating to the list of available investments, see the prospectus.

US. % ALLOCATION

## INVESTMENT OPTIONS

- ash Pool
- Capital Protected Pool
- Diversified Fixed Interest Pool
- Australian Equities Pool
- Overseas Equities Pool
- Property Pool
- Balanced Pool
- Growth Pool

**% ALLOCATION**

Total	100%
-------	------

## 6 Regular Contribution Details

6 Regular Contributions

Please make cheques payable to: My Retirement Plan  
Forward form and cheques to: My Retirement Plan  
PO Box 1282  
ALBURY NSW 2640

Employer/Award

### Salary Sacrifice

**Salary Sacrifice**  
**Personal (deductible)** This amount will be claimed as a tax deduction  
 This amount will not be claimed as a tax deduction

Personal (deductible) This amount will be claimed as a tax deduction

Spouse

Direct debit payment total

**DIRECT DEBIT**

**DIRECT DEBIT**  
Would you like to establish regular monthly contributions paid directly from your bank account?

Amount per month: \$

Yes: Please complete the Direct Debit Request Form on page 80

No

## 7 Insurance Details

7 Insurance Details

Does your employer's superannuation arrangement allow you to select your own insurance options?

Yes: If required, please select your insurance cover in step 10 and complete steps 11 to 14.

No: Ask your employer what category you belong to

A OR B

# MY RETIREMENT PLAN - MEMBER

## 8 Nominated Beneficiary Details

As a member of the My Retirement Plan you may nominate a dependant who may receive your benefits on death. Your nomination is not binding on the Trustee although the Trustee will have regard to any nomination/s made when deciding how your death benefit should be paid. You may change your nomination/s at any time by notifying us in writing.

	Surname	First Name	Relationship	% of Benefit
1				
2				
3				100%
4				

## 9 Declaration

In signing this Application Form:

- I acknowledge that I have read and understood the Product Disclosure Statement (PDS) of the My Retirement Plan dated 29 November 2005 and agree to the conditions specified in the PDS in respect of any benefit I am entitled to as a member of the My Retirement Plan.
- I hereby apply to become a member in the My Retirement Plan and agree to be bound by the provisions of the Trust Deed dated 10 May 1996 as amended from time to time.
- I acknowledge that I have read and understood the implications of supplying or not supplying my TFN (see Section XX of the PDS and authorise Astarra to quote my TFN or exemption to the ATO.
- I agree to provide the Trustee with any information relating to my membership in the My Retirement Plan as and when requested, or upon any change of information previously advised.
- Any contributions, made by myself or on my behalf or by my spouse, have met the eligibility criteria as set out in Sections 5.2 and 5.3 of the PDS and will notify My Retirement Plan of any change in my employment status promptly.
- I understand that the My Retirement Plan is a registered and complying superannuation fund under the Superannuation (Industry) Supervision Act 1993. Superannuation Fund Number 4170/819/64
- I consent to Astarra Capital Limited disclosing information that I have provided to Astarra to an entity that is related to Astarra Capital Limited (collectively called the Astarra Group), or to assess applications for insurance. I also consent to a member of the Astarra Group using that information to market services and products provided by a member of the Astarra Group.
- I acknowledge that I can access the personal information that I have provided to Astarra Capital Limited.
- I acknowledge that I have received a copy of the Product Disclosure Statement (PDS) of My Retirement Plan dated 29 November 2005, or a printout of it with this application form attached.
- I have read all questions contained in this Application and all other forms submitted to Astarra Capital Limited in relation to this Application and to the best of my knowledge and belief, the answers are true, correct and complete.
- I have made no statements to the adviser or any other person connected with the adviser which in any way alters, qualifies or modifies the answers given in the Application and any other form submitted to Astarra Capital Limited.
- I acknowledge that neither the Trustee nor any other company in the Astarra Group guarantees the payment of capital or the performance of the My Retirement Plan.

I am currently aged 18-64.

I am currently aged 65 years and over but under 75, and in this financial year I was gainfully employed for at least 40 hours in a period of not more than 30 consecutive days.

If you ticked yes to the second option then please provide the following details:

Employer Contact Details

I acknowledge that by signing this application form I give permission for Astarra Capital Limited to contact the above employer to confirm my current employment status with the company in question.

Member's Signature

Date (DD/MM/YY)

# Personal Insurance Application Form

## Insurance Requirements

### OF INSURANCE

new Insurance

Change in the Level or Type of Cover

Amount

of cover

Life Insurance Only

Specified amount \$

or Amount available at:

\$0.50 per week premium

\$1 per week premium

\$2 per week premium

or Amount available at:

\$0.50 per week premium

\$1 per week premium

\$2 per week premium

Life & TPD

Specified amount \$

Salary Continuance cover

Monthly benefit \$

I would like salary continuance for 2 years

I am prepared to wait 30 days

90 days for my Salary Continuance benefit to commence

Yes

No

Do you permanently reside in Australia or New Zealand?

1 Height cm Weight kg

2 Have you smoked tobacco or any other substance in the last twelve months?  
(If 'yes' state forms and quantity below).

Yes

No

Forms

Quantity

Yes

No

3 Do you intend to work, live or travel overseas?  
If 'yes', please state the destination, duration, frequency and purpose.

Yes

No

### AT THE DATE OF APPLICATION:

4 Are you absent from work or unable to perform your usual duties?

Yes

No

5 In the last 3 years, have you had any medical advice or treatment, taken prescribed or illicit drugs or been hospitalised for any injury or illness (excluding for colds or flu)?

Yes

No

6 Have you ever had back/neck pain for 7 or more consecutive days, or have you ever had mental/nervous/stress disorders, cancer, blindness or deafness?

Yes

No

7 Has any company ever refused or applied special or modified conditions or cancelled any proposal to insure you for life or disablement policy?

Yes

No

8 Have you ever engaged or are you ever likely to engage in aviation (other than as a fare paying passenger) or in any hazardous occupation, recreation, pastime, pursuit or sport (eg. motor racing, football, martial arts, scuba diving)?

Yes

No

If 'yes' please give details

9 Are you aged 55 or over?

Yes

No

10 Do you require Death Only or Death and TPD insurance cover of \$350,000 or over, or salary continuance cover?

Yes

No



## MY RETIREMENT PLAN – MEMBER

### 11 Nominated Beneficiaries

As a member of My Retirement Plan you may nominate a dependant who may receive your benefits on death. Your nomination is not binding on the Trustee although the Trustee will have regard to any nomination/s made when deciding how your death benefit should be paid. You may change your nomination/s at any time by notifying us in writing.

	Surname	First Name	Relationship	% of Benefit
1				
2				
3				
4				
				100%

### 12 Declarations

If you have answered 'No' to ALL of the previous 7 questions (4 to 10), please complete and sign the following:

- 12a AIDS Declaration,
- 12b General Declaration,
- 12c Declaration, Agreement and Acknowledgement,
- 14 Declaration.

If you have answered 'Yes' to ANY of the previous 7 questions (4 to 10), OR you have applied for Salary Continuance cover or Trauma cover, please complete and sign the following:

- 12a AIDS Declaration,
- 12b General Declaration,
- 12c Declaration, Agreement and Acknowledgement,
- 13 Personal Underwriting Statement from page 68 to page 71 inclusive, as indicated,
- 14 Declaration.

#### 12a) AIDS Declaration

I hereby declare that:

- I am not suffering from Acquired Immune Deficiency Syndrome (AIDS);
- I am not infected with the HIV virus and I am not carrying antibodies to the HIV virus;
- Since 1980, I have not used intravenous drugs, I have not engaged in male to male anal sexual activity and I have not worked as or had sexual intercourse with a prostitute; and
- I have not had sexual intercourse with someone I know or suspect to be HIV positive.

I am able to declare that to the best of my knowledge all of the above statements are true.

I am unable to declare that all the above statements are true.\*

\* if ticked, a confidential Supplementary Personal Statement will be required.

Signature of person to be insured

Date (DD/MM/YY)

/ /

## 12b) General Declaration

- 1 Truth and Accuracy - I hereby declare that to the best of my knowledge and belief all of the answers to questions on this Insurance Application are true and accurate and I have not deliberately withheld any information material to the proposed insurance.
- 2) Changes to Contract - I understand that I must advise the Insurer of any material change in my health during the period between the application date shown below and the cover commencement date. I understand that my failure to advise of such a change may make the contract of insurance voidable by the Insurer.
- 3) Acceptance of this Application - I note that this application is subject to acceptance by the Trustee or the Insurer and that the insurance cover does not commence until I have been advised by the Insurer or the Trustee about acceptance of my application.
- 4) Duty of Disclosure - I acknowledge that I have read and understood the Duty of Disclosure notice in accordance with the Insurance Contracts Act 1984 as detailed in the PDS. Warning: You have a duty to disclose all information relevant to the Insurer's decision to accept your application.
- 5) Privacy Statement - I have read and understood the Privacy Statement as detailed in Section 8 of the PDS. I consent to my personal information being collected and used in accordance with the Privacy Statement. I acknowledge that I can access the personal information that I have provided to Astarra Nominees (Australia) Pty Limited.

## 12c) Declaration, Agreement and Acknowledgement

I, the person applying for insurance, do hereby declare that the statements concerning myself contained in this application are true. To the extent that the answers are not in my own handwriting I have checked them and I certify that they are correct.

I acknowledge that either:

- a) I have provided information requested by my adviser to form the basis of a complete fact find and needs analysis, and elected to apply for insurance as recommended by my adviser; or
- b) I have not chosen to provide all information requested by my adviser and understand that by not providing sufficient information I risk making a financial commitment that may not be appropriate to my needs; or
- c) I have elected to apply for insurance that differs from my adviser's recommendation, or elected only to receive advice about a limited range of insurances, and understand that by making this election I risk making a financial commitment that may or may not be appropriate to my needs or objectives; or
- d) I was not given any advice, or no fact find was undertaken, and I understand that by not receiving advice I risk making a financial commitment that may or may not be appropriate to my needs and objectives.

I have received a copy  
of the Statement of Advice ☐ Yes ☐ No

Signature of person to be insured

Date (DD/MM/YY)



### 13 Personal Underwriting Statement

#### SECTION A - MEDICAL DETAILS

- 1 Have you ever had or received treatment for or had symptoms of:
- |   |                              |                             |
|---|------------------------------|-----------------------------|
| a) High blood pressure or blood disorder eg. leukaemia, anaemia or haemophilia?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Heart, vein or circulatory disorder, including chest pain, heart attack, heart murmur, raised cholesterol or rheumatic fever?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Mental or nervous disorder (eg. stress, depression, insomnia), fainting, epilepsy, paralysis, multiple sclerosis, migranes, brain disorder or any neurological disorder? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) Gout, arthritis, rheumatism, cartilage or ligament injury, bone fracture or hernia?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) Back or neck pain, whiplash, sciatica or any muscle or joint disorder?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) Asthma, bronchitis or other respiratory disorder?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g) Stomach, intestinal or rectal disorder, ulcer, bleeding from bowel, gall bladder or liver disorder, including hepatitis?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h) Diabetes, thyroid or prostate disorder?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i) Cancer, tumour or any form of breast lump (even if you have not seen a doctor)?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| j) Impairment/disorder of hearing or sight (other than short or long sightedness fully correctable by glasses) or loss of any limb?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| k) Dermatitis, psoriasis or other disorder of the skin?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| l) Kidney, bladder, blood in urine or reproductive organ disorder?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| m) Sexually transmitted diseases?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| n) Drug or Alcohol dependence?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| o) Any other medical condition not mentioned above?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| p) Females only   |                              |                             |
| i) Female organ disorder? (including abnormal pap smear, breast ultrasound or mammogram)  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Are you currently pregnant?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If 'yes', date of expected delivery (DD/MM/YY)    /    /  |                              |                             |

#### SECTION B - MEDICAL BACKGROUND

- 1 Are you considering consulting a doctor, seeking a medical examination, advice, treatment, tests or an operation? ☐ Yes ☐ No
- 2 During the last 5 years have you:
- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a) Had any examination advice or treatment by a medical practitioner, chiropractor or other health professional? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Been in hospital, clinic or nursing home?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Been advised to have an operation?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) Had any tests, including blood tests, ECG, x-rays, or genetic tests?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) Occasionally or regularly taken any medication, drugs, stimulants, sedatives or tranquillisers?               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If you answered 'yes' to ANY of the questions in Sections A or B, please complete ALL Sections below. Otherwise, complete Sections D, E, F (Salary Continuance only) and G.

## MY RETIREMENT PLAN - MEMBER

### SECTION C - ANSWERS IN DETAIL

- 1 If you answered 'yes' to ANY question in sections A or B, please provide details in the schedule below.  
If there is insufficient space, please provide a signed and dated supplementary statement.

Question Reference (A or B)	Tests or nature of condition or complaint	Commencement date (DD/MM/YY)	Duration	Time off work (%)	Degree of recovery
	Full details of treatment and results (include type of operations)				
	Full name and address of doctor or hospital (if any)				
	Full details of treatment and results (include type of operations)				
	Full name and address of doctor or hospital (if any)				
	Full details of treatment and results (include type of operations)				
	Full name and address of doctor or hospital (if any)				

### SECTION D - OTHER DETAILS

- 1 Do you drink alcohol? Yes No  
If 'yes', what type of alcohol?  
How much (daily intake)?
- 2 Do you have existing life, disability or trauma cover on your life (including any current applications held with any insurer)? Yes No  
If 'yes', please provide the policy details in the schedule below. \*To be replaced

Commencement date (DD/MM/YY)	Insurer	Type of Cover	Amount of Cover	Yes	No
/ /					
/ /					
/ /					
/ /					

\* For policies to be replaced, please attach a copy of the policy document or other proof of existing insurances and terms of acceptance.

### SECTION E - FAMILY HISTORY

- 1 Have any of your parents, brothers or sisters (living or deceased) had Huntington's disease, muscular dystrophy, cystic fibrosis, familial polyposis, polycystic disease or any other hereditary disorder?  
If 'yes', please provide details in the schedule below.

Relation	Condition/Illness	Age at onset (approx)	Yes No Age at death (if applicable)

## MY RETIREMENT PLAN - MEMBER

- 2 Have any of your parents, brothers or sisters (living or deceased) been diagnosed prior to age 65 with any of the following conditions: Diabetes, heart disease, mental illness, haemophilia, haemochromatosis, high blood pressure, high cholesterol, breast cancer, bowel cancer or any other cancer (please specify type), stroke or kidney disease? If 'yes', please provide details in the schedule below.

Relation	Condition/Illness For cancer, specify type	Age at onset (approx)	Age at death (if applicable)

### SECTION F - FURTHER INCOME DETAILS (IF APPLYING FOR SALARY CONTINUANCE)

- 1 a) Please state your monthly income from your current occupation (net of business expenses but before tax). Please refer to the definition of income on page 36 of the PDS for further information. DO NOT INCLUDE INVESTMENTS AND SUPERANNUATION.
- Principal Occupation: Current Year \$ . per month  
Previous Year \$ . per month
- b) How long have you been at your current occupation? years months
- c) How much of the above income will continue if you are disabled? \$ .
- i) For how long? ii) State source of income (eg. sick leave)
- 2 If you become disabled, would you receive income from other sources? Yes No
- If 'yes': a) How much? \$ . b) For how long?
- c) State source of income
- 3 Do you also perform another occupation? Yes No
- If 'yes', describe the daily duties of this occupation (including manual work)
- 4 Are you self-employed or employed by your own company? Yes No
- If 'yes', date your business started (DD/MM/YY) / /
- If 'yes':
- a) How long have you been self-employed? Years Months
- b) What was your previous occupation?
- c) What percentage of your work is: i) Freelance? % ii) Contract? %
- d) If self-employed, did your business make a loss in the last financial year? Yes No
- e) How many people do you employ?
- 5 Do you work at home? Yes No If 'yes', state percentage of the time %

### SECTION G - DOCTOR'S DETAILS (PLEASE PROVIDE CURRENT DETAILS)

Name

Address

Suburb State Postcode

Telephone Facsimile

Email address

Date of last consultation (DD/MM/YY) / / How long have you been a patient? Years

## MY RETIREMENT PLAN - MEMBER

### SECTION H - MEDICAL DECLARATION AND CONSENT

- 1 **Duty of Disclosure** - I acknowledge that I have read and understood the Duty of Disclosure notice in accordance with the Insurance Contracts Act 1984 as detailed in Section 7 of the PDS. Warning: You have a duty to disclose all information relevant to the Insurer's decision to accept your application.
- 2 **Privacy Statement** - I have read and understood the Privacy Statement as detailed in Section XX of the PDS. I consent to my personal information being collected and used in accordance with the Privacy Statement.
- 3 **Consent to Disclose** - I consent to the Insurer and to the Trustee on behalf of the Insurer, seeking medical information from any doctor who at any time I have consulted prior to the date below. While I am insured, I authorise the provision of such information to the Insurer. I consent to the use of my personal information to be used as outlined in Section XX of the PDS. I agree to be bound by the provisions of the policy document between the Insurer and the Trustee, which govern the terms of life insurance and conditions set out in this document.

Signature of person to be insured

Date (DD/MM/YY)

### AUTHORITY TO RELEASE MEDICAL INFORMATION

I, \_\_\_\_\_  
authorise any medical practitioner, hospital, clinic or other person (including any life insurance company or underwriter), to disclose to American International Assurance Company (Australia) Limited full details of my health and medical history. I agree that a photocopy or facsimile of this authority should be considered as effective and valid as the original.

Signature of Life Insured

Date (DD/MM/YY)

Would you like an underwriter to contact you to clarify any information?    Yes    No

## MY RETIREMENT PLAN – MEMBER

### 14 Declaration

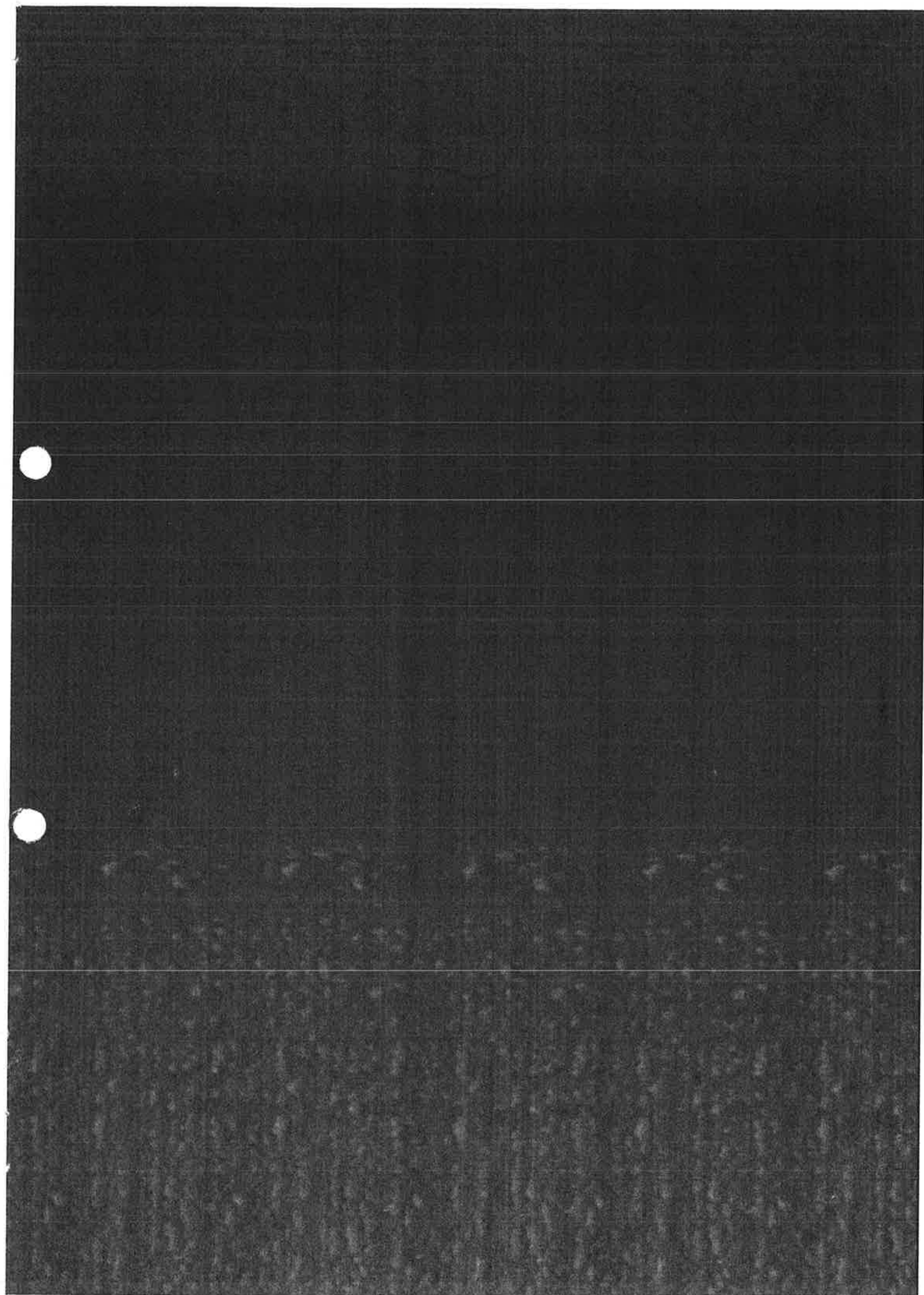
In signing this Application Form:

- I acknowledge that I have read and understood the Product Disclosure Statement (PDS) of My Retirement Plan dated 29 November 2005 and agree to the conditions specified in the PDS in respect of any benefit I am entitled to as a member of My Retirement Plan.
- I hereby apply to become a member in My Retirement Plan and agree to be bound by the provisions of the Trust Deed dated 10 May 1996 as amended from time to time.
- I acknowledge that I have read and understood the implications of supplying or not supplying my TFN and authorise Astarra to quote my TFN or exemption to the ATO.
- I agree to provide the Trustee with any information relating to my membership in My Retirement Plan as and when requested, or upon any change of information previously advised.
- Any contributions, made by myself or on my behalf or by my spouse, have met the eligibility criteria as set out in Sections 5.2 and 5.3 of the PDS and will notify Astarra of any change in my employment status promptly.
- I understand that My Retirement Plan is a registered and complying superannuation fund under the Superannuation (Industry) Supervision Act 1993. Superannuation Fund Number 4170/819/64
- I consent to Astarra Capital Limited (Astarra) disclosing information that I have provided to Astarra to an entity that is related to Astarra Capital Limited (collectively called the Astarra Group), or to assess applications for insurance. I also consent to a member of the Astarra Group using that information to market services and products provided by a member of the Astarra Group.
- I acknowledge that I can access the personal information that I have provided to Astarra Capital Limited.
- I acknowledge that I have received a copy of the Product Disclosure Statement (PDS) of My Retirement Plan dated 29 November 2005, or a printout of it with this application form attached.
- I have read all questions contained in this Application and all other forms submitted to Astarra Capital Limited in relation to this Application and to the best of my knowledge and belief, the answers are true, correct and complete.
- I have made no statements to the adviser or any other person connected with the adviser which in any way alters, qualifies or modifies the answers given in the Application and any other form submitted to Astarra Capital Limited.
- I acknowledge that neither the Trustee nor any other company in the Astarra Group guarantees the payment of capital or the performance of the My Retirement Plan.

Member's Signature  
if applying for Optional Insurance Cover

Date (DD/MM/YY)





# WAL

RETIREMENT PLAN

11





**ASTARRA CAPITAL LIMITED**

A.B.N. 33 001 277 256

H:\MyDocuments\s912D breach project

FSLS

Last updated on 04/09/2008 by Application Messenger

ltr to licensee.doc

(NSW)

**Document Details**

Sent on 07/02/2006

**Entity ID** O001277256**Entity Name** ASTARRA CAPITAL LIMITED**Activity ID** 3924/06**Licence Number** 238000**Document ID** RCUC-6M3UY9**Document Type****Created By** Ruza Cupac/Sydney/NSW/ASIC**Created On** 17/02/2006 09:59:30 AM**Document Title** H:\MyDocuments\s912D breach project ltr to licensee.doc**Keywords****Sent On** 07/02/2006[View Word Document](#)**Addressee Name****Select/Add****Fax Number** (one only):**eMail address(es)**

(separate with semi-colons)

**Subject:****Body**[Send Fax](#)[Send eMail](#)If you need the status of this letter reset to allow changes, please contact the [FSR System Queries](#) email list.



# ASTARRA CAPITAL LIMITED

A.B.N. 33 001 277 256

Imported eMail

FSLs

Last updated on 04/09/2008 by Application Messenger

(NSW)

04/04/2006 02:17 PM

To: Ruza Cupac/Sydney/NSW/ASIC@ASIC  
cc:  
Fax to:  
Subject: Section 787

Hi Ruza,

There was a section 787 in the Corporations Act from 15/07/2001 to 10/03/2002 (it was also in the earlier Corporations Law). This section was repealed by the Financial Services Reform Act 2001 (Act No. 122 of 2001), effective 11 March 2002.

I've copied the text of section 787 below from the Corporations - Point-in-time Service (MALT) by Timebase on the eLibrary:

---

## **Section 787. Licensee to notify breach of licence condition**

Scope: 15 Jul 2001 to 10 Mar 2002

(1) Within 1 day after the happening of an event constituting a contravention of a condition of a licence, the licensee must lodge a written notice setting out particulars of the event.

(2) It is a defence to a charge arising under subsection (1) if it is proved that:

(a) when the licensee was required to lodge the notice, the licensee was unaware of a fact or occurrence that gave rise to the requirement; and

(b) in a case where the licensee has since become aware of that fact or occurrence--the licensee lodged the notice as soon as practicable after becoming so aware.

---

Please let me know if you have any queries about this, or need anything further.

Regards,  
Alison McFadyen  
Information Resource Centre  
x22614

This document was archived on 04/09/2008 12:49:25 AM.



**ASTARRA CAPITAL LIMITED**

A.B.N. 33 001 277 256

Record of Phone Conversation

FSLs

Last updated on 04/09/2008 by Application Messenger

(NSW)

**Licencee/Applicant** ASTARRA CAPITAL LIMITED**Activity** AFSL Surveillance - Proactive (3924/06)**File Reference** FSR 2006/3440**Subject** Record of Phone Conversation

<b>Date of Conversation</b>	04.04.2006
<b>Time</b>	
<b>Conversation with</b>	Frances Etty - Risk & Compliance Manager
<b>Telephone No(s)</b>	(02) 8267 8615
<b>Other ASIC Officers present</b>	N/A

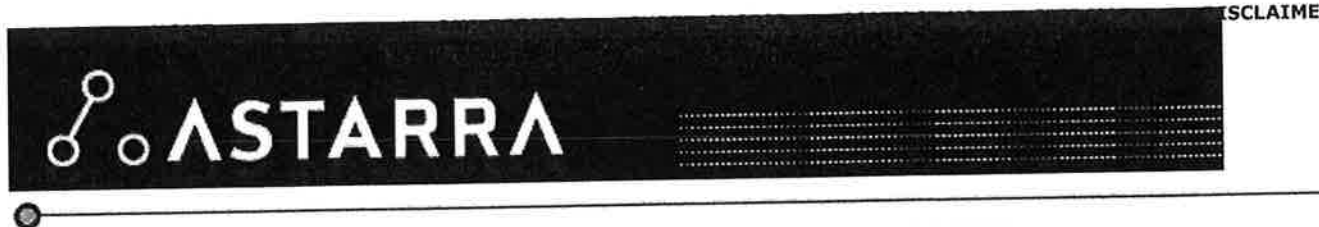
**Details of Conversation (including action required/taken)**

I rang Frances to request details of the number of Compliance Staff (2) and Authorised Representatives (0) that are employed by Astarra as this information was not included in her response to our letter of 07.02.2006.

s912D Project Excel spreadsheet updated accordingly.

This document was archived on 04/09/2008 12:49:25 AM.





## PRODUCT DISCLOSURE STATEMENTS

### OUR PROFILE

### ABOUT US

### PRODUCT CENTRE

### FUND PERFORMANCE

### DOWNLOADS

### INDUSTRY LINKS

### CALCULATORS

The following files will be downloaded as PDF (Portable Document Format) files in a separate window. They can then be read, printed or searched. (Note: You need Adobe Acrobat to view PDF files. You can download a free copy from the [Adobe web site](#).)

- [Astarra Pooled Superannuation Trust](#) (1)

- [Astarra Superannuation Plan](#)

- [Astarra Personal Pension Plan](#)

- [Astarra Managed Investment Scheme](#)

- [Alpha Strategic Fund](#) - commenced: 27.10.2005

- [MARQ Capital - Residential Property Fund](#) - commenced: 30.06.2005

- [Millhouse/AG Private Equity Fund](#) - commenced: 27.04.2005

- [My Retirement Plan](#) (4)

- [Astarra Protection Plan](#)

### POOLED SUPERANNUATION TRUST, SUPERANNUATION PLAN & PERSONAL PENSION

Full details about each product and associated options are shown in the brochure [Astarra Product Disclosure Statement \(Features Book\)](#) and [Astarra Product Disclosure Statement \(Options and Forms Book\)](#)

Note that there are Application Forms included within the 'Options and Forms Book' to be printed, filled in, signed and returned via Fax or Mail.

[Back to Top](#)

### ASTARRA MANAGED INVESTMENT SCHEMES

#### [Astarra Managed Investment Schemes](#)

Note that there are Application Forms included which should be printed, filled in, signed and returned via Fax or Mail.

[Back to Top](#)

### ALPHA STRATEGIC FUND \*New\*

#### [Alpha Strategic Fund Product Disclosure Statement](#)

Note that there are Application Forms included which should be printed, filled in, signed and returned via Fax or Mail.

[Back to Top](#)

### MARQ CAPITAL RESIDENTIAL PROPERTY FUND \*New\*

Breach Register:

① Professional Pension PST

② Astarra Superannuation Service (blank)

③ Employer's Reduction of NSW Superannuation Plan

④ My Retirement Plan

⑤ Astarra Investment Service

Full details about the Residential Property Fund are shown in the brochure listed below.

[MARQ Capital Residential Property Fund Product Disclosure Statement](#)

Note that there is an Application Form included within the Product Disclosure Statement should be printed, filled in, signed and returned via Fax or Mail.

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**MillhouseIAG PRIVATE EQUITY FUND \*New\***

Full details about the Private Equity Fund are shown in the brochure listed below.

[MillhouseIAG Private Equity Product Disclosure Statement](#)

Note that there is an Application Form included within the Product Disclosure Statement should be printed, filled in, signed and returned via Fax or Mail.

[Back to Top](#)

**MY RETIREMENT PLAN**

Full details about the My Retirement Plan are shown in the Product Disclosure Statement below.

[My Retirement Plan Product Disclosure Statement](#)

Note that there is an Application Form included within the Product Disclosure Statement should be printed, filled in, signed and returned via Fax or Mail.

[Back to Top](#)

**ASTARRA PROTECTION PLAN**

Full details about the Astarra Protection Plan and its level of cover are shown in the brochure listed below.

[Astarra Protection Plan Product Disclosure Statement](#)

Note that there is an Application Form included within the Product Disclosure Statement should be printed, filled in, signed and returned via Fax or Mail.

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## LATEST PRICES

**Select Fund:**

**You can view the Latest Unit Prices for the following funds by selecting the fund from the drop down list above:**

- Astarra Managed Investment Scheme
- Astarra Pension Plan
- Astarra Pooled Superannuation Trust
- Astarra Superannuation Plan
- Alpha Strategic Fund
- My Retirement Plan
- Millhouse/AG Private Equity Fund
- MARQ Capital Residential Property Fund

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**ASTARRA**





**ASTARRA**

**Astarra Capital Limited (“ACL”)**

ACN 001 2777 256

AFSL No. 238000

**IDENTIFICATION, RECTIFICATION AND REPORTING COMPLIANCE  
BREACHES**

**PROCEDURES**

## **INTRODUCTION**

In the course of business operations, breaches may occur of the obligations set out in its Australian Financial Services License (AFSL) conditions, Instrument of Approval, the Managed Investment Schemes (MIS) Compliance Plan and Constitution, the Corporations Act 2001 and the SIS Act.

These breaches have to be identified, reported and rectified in a proper and timely manner.

This document helps staff to:

- Identify licensing breaches
- ♦ identify breaches of the Compliance Plan, Trust Constitution and Corporations Law;
- ♦ properly report these breaches to the relevant person or department;
- ♦ rectify the breaches adequately and in a timely fashion;
- ♦ understand the breach reporting lines;
- ♦ understand what breach review procedures are in place.

## **IDENTIFICATION OF BREACHES**

### **Objective**

Staff must be able to accurately identify all breaches and/or suspected breaches of the (AFSL) conditions, Instrument of Approval, the Managed Investment Schemes (MIS) Compliance Plan and Constitution, the Corporations Act 2001 and the SIS Act.

Objectives can be achieved in the following ways:

- ♦ Information; and
- ♦ Staff Training

### **Information**

To enable a staff member to identify a breach they will first have to understand ACL's obligations (as applicable to their functions and duties within the organisation) as set out in the (AFSL) conditions, Instrument of Approval, the Managed Investment Schemes (MIS) Compliance Plan and Constitution, the Corporations Act 2001 and the SIS Act.

Accordingly, the relevant staff members of ACL will be furnished with relevant PDS, and have access to these procedures and all relevant documentation. The PDS will comply with the:

- ♦ Corporations Act 2001
- ♦ AFS Licence conditions;
- ♦ Compliance Plan; and
- ♦ Constitution.

For superannuation products they will also have access to the SIS Act and regulations and the Trust Deed.

All products must be administered in accordance with the current PDS and this will ensure obligations set out in other documents are adhered to. There are a number of other documents, which will be useful tools to enable the detection of breaches in ACL's obligations and relevant extracts of the following documents will also be furnished to the relevant staff members.

### **Staff Training**

All relevant staff members will be properly trained in areas of compliance to enable them to become familiar with those aspects of the Trust Constitution, Compliance Plan and the obligations that arise under the Corporations Act 2001 and the SIS Act and regulations, which are particular to their functions to be performed.

The training may consist of:

- ◆ a series of in-house seminars aimed at reinforcing Astarra's compliance requirements, providing updates on changes to relevant legislation, and providing information on important compliance and legal issues.

Some of the topics for the in-house seminars will be devoted entirely to:

- ◆ the contents of the Compliance Plan, Constitution and Trust Deed;
- ◆ identifying and rectification of compliance breaches;
- ◆ Complaints Procedures.

### **Quality Control**

Each relevant staff member is to provide written confirmation to the Risk & Compliance Manager that they have:

- ◆ read and understood the documents furnished to them (List the documents received);
- ◆ received certain compliance training (List the training received and when).

## **REPORTING LINES AND RECTIFICATION OF BREACHES**

### **Objectives**

To ensure that:

- ◆ all breaches and/or suspected breaches are reported to the correct person or department;
- ◆ reporting and rectification of breaches occurs in a timely manner.

## **Staff obligations to report breaches to their immediate superior and/or the Compliance Manager**

All breaches and suspected breaches (material or not) of the:

- ◆ Corporations Law;
- ◆ Compliance Plan;
- ◆ Trust Constitution;
- ◆ Australian Financial Services License
- ◆ Instrument of Approval or RSE License
- ◆ Trust Deed

must be reported by the relevant executives and or Astarra staff member to their **immediate superior** immediately upon becoming aware of the breach or suspected breach.

A material breach would be one that has a material adverse effect on investors.

The breach or suspected breach will be discussed with the staff member's **immediate superior** as well as the proposed remedial action. By discussing the problem we are able to ensure that the proper remedial action is taken.

*Remedial action - no need for input from the Risk & Compliance Manager however it must be notified to the Risk & Compliance Manager and logged onto the breaches register.*

If the breach can be remedied, **without the need for input from the Risk & Compliance Manager**, the remedial action will be authorised by the **immediate superior** and carried out by the staff member who identified the problem.

Once the remedial action has been taken, the relevant staff member, who initially detected the breach or suspected breach, will prepare a written report, which must contain:

- ◆ a detailed explanation of the breach or suspected breach;
- ◆ when the breach occurred and identified by whom;
- ◆ remedial action taken and when.

The report is to be furnished to the relevant staff member's **immediate superior** who in turn will immediately forward it to the **Risk & Compliance Manager**.

These written reports enable the **Risk & Compliance Manager** to:

- ◆ monitor compliance breaches; and
- ◆ check the remedial action being taken and the timing thereof.

*Remedial action - need for input from the Risk & Compliance Manager*

However, if the immediate superior feels that the remedial action in respect of a particular breach or suspected breach, **needs to be confirmed by the Risk & Compliance Manager**, the staff member will prepare a written report which is to be furnished by their immediate superior to the **Risk & Compliance Manager**.

This written report must contain:

- ♦ a detailed explanation of the breach or suspected breach; when the breach occurred and identified by whom;
- ♦ proposed remedial action to be taken and timing thereof.

The **Risk & Compliance Manager** will review this written report and then authorise the necessary remedial action which needs to be taken and by whom. The more serious the breach the more senior the executive or employee responsible for rectification of that breach.

Once the person authorised to carry out the remedial action has done so he or she is to confirm to the **Risk & Compliance Manager** in writing that this function has been completed as specified and when it was completed.

#### **Risk & Compliance Manager's obligation to report breaches to the Responsible Officer**

##### **Material Breaches**

All material or suspected material breaches must be reported by the Risk & Compliance Manager to the Chief Operating Officer in writing as soon as practicable, and included in the Breach Register

##### **Other Breaches**

All other breaches must be included in the Breach Register inserted by the Risk & Compliance Manager in a **written breach report** which is to be given to the Responsible Officer on request and not less than three monthly.

This **breach report** must contain details of.

- ♦ the nature and extent of the breaches;
- ♦ date of identification and by whom;
- ♦ remedial action taken;
- ♦ if remedial action not yet taken, the proposed remedial action and by when.

#### **Risk & Compliance Manager's obligation to report breaches to the Independent Compliance Committee and the Board**

##### **Material Breaches**

All material and suspected material breaches must be reported to the Board of Astarra and the Independent Compliance Committee **immediately** upon becoming aware thereof.

##### **Other Breaches**

The Risk & Compliance Manager's **breach report** to the Compliance Committee and the Board will be submitted quarterly.

## **Independent Compliance Committee's obligation to report breaches to the Board of Astarra and to ASIC**

### **Report to ACL Board**

The Compliance Committee must comply with its obligations as set out in s601JC(1)(b) and (c) of the Corporations Law whereby it must report to ACL

- ◆ any breach of the Law involving the Managed Investment Schemes
- ◆ any breach of the provisions included in the Constitution in accordance with section **s601GA**;

of which the Compliance Committee becomes aware or that it suspects.

### **Report to ASIC**

The ACL Compliance Committee must report to ASIC if the Compliance Committee is of the view that ACL has not taken, or does not propose to take, appropriate action to deal with a matter reported to them by the Independent Compliance Committee.

### **ACL's obligation to report to ASIC**

Astarra must comply with its obligations as set out in:

- ◆ **s601FC(1)(f)** and **s787** of the Corporations Act 2001; and
- ◆ any conditions of its AFS Licence.

Under **s601FC(1)(f)** Astarra must report any breach of the Corporations Act 2001 that relates to the Trust and which has had, or is likely to have, a material adverse effect on the interests of Trust Members to ASIC as soon as practicable after becoming aware of any breach.

Under **s787**, within **one day** after the happening of an occurrence constituting a contravention of a condition of its Licence, or as soon as practicable after becoming aware, Astarra must lodge a written notice with ASIC setting out particulars of the event.

ACL must, as soon as practicable, after it becomes aware of the matter, but not later than 14 days after becoming aware, notify ASIC in writing of any matter that might constitute a breach by ACL as licensee, of

- ◆ the Corporations Act 2001 and regulations
- ◆ the Constitution of a registered scheme operated by ACL

that has had or is likely to have a material adverse effect on member's interests or a material effect on the operations of ACL

### **ACL's obligations to report to APRA**

Once ACL has received its RSE Licence it must report all breaches to APRA within 10 days. ACL also needs to comply with the general additional conditions for the public offer RSE licensee under section 29EA of the *Superannuation Industry (Supervision) Act 1993* (attached to this procedure).



## **REVIEW PROCEDURE**

The **Risk & Compliance Manager** will keep a record of all reported breaches and suspected breaches and the remedial action taken.

The record of reported breaches, together with the remedial action taken, will be revised and analysed periodically and at least **annually** by the **Risk & Compliance Manager** to ensure preventative action.

The results of this review will also be reported to the Independent Compliance Committee and the Board of ACL so as to enable the results to be used to improve the Compliance Plan.

ACL is currently revising its Risk & Breach Reporting Procedure to comply with both its FSRA Reporting obligations and those required under its current 'Instrument of Approval' and proposed RSE Licence.

[This Procedure was updated in February 2006].





# ASTARRA

Astarra Capital Limited  
ABN 33 001 277 256  
AFS Licence 238000  
**Agenda**  
**for the BOARD MEETING**  
**to be held at**  
**Level 41, 2 Park Street**  
**SYDNEY NSW 2000**  
**on**  
**22 February 2006 at 2pm**

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## Directors

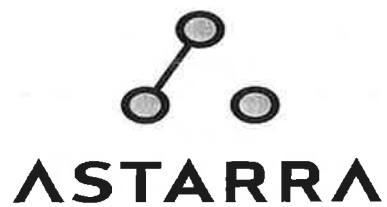
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John Godfrey (Chairman)  
Rex Phillpott by conference call to Albury.  
John Harte  
Kurt Groeneveld by conference call to Albury.

### By invitation of the Board

Frances Etty (Risk & Compliance Manager)

1.	Confirm attendance and apologies (Chairman)	
2a	Review of Register of Interests <i>Directors: Under the Corporations Act directors have an ongoing obligation to disclose to the other directors details of any material personal interest in a matter that relates to the affairs of the company. Directors of public listed companies should also immediately disclose to the company all relevant interests they hold in securities, options, and debentures of the company or its related bodies corporate, both on appointment as a director and whenever any change occurs in that interest.</i>	
2b	Declaration that no Director is insolvent (Chairman)	



**Astarra Capital Limited (ACL)**

**ACN 001 277 256**

**AFSL No. 238000**

## **COMPLAINTS MANUAL**

**Approved by the Board**

**20<sup>th</sup> January 2006**

### About this document

Title	Complaints Manual
Issuer:	Astarra Funds Management PTY LTD (AFM) ACN 098 220 467
AFSL number	N/A
SRE number	N/A
Date of issue	20 January 2006
Version	1.0
Status	
Document owner	Risk & Compliance Manager
Document distribution	Internal use only – all relevant staff in Astarra
Location of master document	Q:\A Compliance\Policies\HR POLICIES\Complaints Manual.doc

### DOCUMENT HISTORY

Version #	Issue Date	Updated by	Synopsis of update
1.00	20/1/2006	N/A	Original policy (version 1)

## 1 INTRODUCTION

### 1.1 Resolving a complaint makes good business sense

As a financial service provider, and superannuation fund trustees, ACL deals with persons as retail clients and therefore will be required to have *internal* and *external* dispute resolution procedures in place to resolve complaints.

Complaints should be seen as an opportunity to build a stronger relationship with our clients and as a result increase their level of satisfaction with the delivery of our products and services.

Client complaints can help us to identify weaknesses and inadequacies in our:

- Products and services design
- Systems, processes, policies and procedures
- Staff training; and
- Communications

Complaints present us with an opportunity, to demonstrate that we listen and respond to our clients and that we value their feedback.

As an organisation we are committed to dealing with complaints efficiently and positively. We acknowledge that all of our clients have a right to complain and to have their complaints handled in a fair and responsive manner.

If ACL deals with a complaint well, client loyalty may in fact be strengthened.

We also recognize that it is through this valuable feedback mechanism that our business will improve the quality of products we manufacture and the services we deliver.

The procedures outlined in this manual describe the service standard and the process for dealing with reporting and monitoring complaints.

The standards for complaints handling are the minimum set and you are encouraged to exceed the minimum.

Our commitment to an effective complaint handling process means that we need to adopt, adhere to and integrate robust procedures for dealing with and monitoring client complaints.

### **1.2 Hence it is extremely important that you familiarize yourself with the contents of this document.**

You are encouraged to discuss any aspect of this process with your Manager. This manual will be updated from time to time as required.

### 1.3 Purpose of the Manual

Understanding the standards and procedures described in this manual is a fundamental obligation for every staff member.

The purpose of this manual is to set out the policies, procedures and guidelines to be followed by Astarra when dealing with complaints.

Adhering to the standard procedures outlined within this manual will ensure that we have a consistent and uniform approach to complaints handling across the Division.

This manual is not intended to be all encompassing. If at any time you are in doubt about what to do, please contact the General Manager immediately.

**1.3.1 You are our single most important resource in the complaints handling process, hence the reason that you must understand your roles and responsibilities in the process.**

### 1.4 Never Admit Liability

At the time of receiving the complaint either verbal or written, it is important to be patient and understanding. **It is most important not to admit liability or guilt as ACL Professional Indemnity Insurance may be voided.**

ACL's internal process of complaint resolution focuses on developing the best and the most appropriate course of action. If the client is still unhappy with the resolution reached by ACL, ACL will disclose and advise that they have the option to contact one of the external independent dispute resolution schemes, the Superannuation Complaints Tribunal (SCT) and the Financial Industry Complaints Service (FICS).

If at any time you are in doubt about what to do, please contact the MD immediately.

### 1.5 Common words

An **inquiry** is where a client asks for information.

A **request** is where a client asks us to do something

A **complaint** is where a client expresses dissatisfaction about:

- One of our products or services.
- Advice provided by us or one of our advisors.
- A service offered or provided by us or one of our advisors.

\* A complaint can also be made by an advisor in respect of ACL.. This may relate to service, payment of commission etc.

A **client** is any adviser, policy owner, unit holder, life insured, superannuation fund member, prospective policy owner or unit holder or a person with an interest (or prospective interest) in a product/service with ACL..

## **2. GUIDELINES FOR DEALING WITH CLIENTS**

The following guidelines have been sourced from the Australian Standards for Complaints Handling and provide an outline of how to deal with clients lodging complaints.<sup>1</sup>

These guidelines are for processing written or verbal complaints including telephone complaints.

### **2.1 Processing Verbal Complaints**

The steps are:

- a) Identify yourself, listen, record details and determine what the complainant wants.
- b) Confirm the details received.
- c) Empathise with the complainant in a courteous manner.
- d) Explain the course of action available.
- e) Do not attempt to lay blame or be defensive.
- f) Resolve the complaint if possible or commit to investigate the complaint within 10 working days of receipt, irrespective of who will ultimately handle the complaint.
- g) Ensure that the client is satisfied with the proposed action and, if not, advise alternate course of action.
- h) Provide acknowledgement within 24 hours; e.g. a letter or a telephone call depending on the nature of the complaint.
- i) If you are resolving the complaint then you will need to follow-up as appropriate and monitor to ensure that the clients remains satisfied as well as receives feedback.

### **2.2 Processing Written Complaints**

In principle, this is the same as processing verbal complaints, however, in this situation; a written acknowledgement should be issued within 24 hours.

### **2.3 Minimising Disputes**

Handling a difficult client and the client's complaint efficiently needs patience and skill to avoid an initial 'negative' situation becoming even more negative and degenerating into a dispute.

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<sup>1</sup> Australian Standard (AS-4269-1995)



The two main elements in a complaint situation that need to be effectively handled to minimize the likelihood of disputes are:

a) Dealing with the complainant's feelings:

- (i) **Listen** – this is the first step in reducing tension.
- (ii) **Acknowledge the complainant's feelings** – denying that the complainant is or has the right to be upset may antagonise the complainant.
- (iii) **Empathise** – relieves tension and so opens channels of communication.
- (iv) **Do not** offer excuses, or argue with the complainant.

b) Dealing with the specifics of a complaint:

- (i) **Ask the necessary questions in a polite and even-handed manner** – to obtain the most detailed responses.
- (ii) **Agree on a Solution** – without appearing to dictate terms in order to avoid the likelihood of re-raising tension.
- (iii) **Set a timetable.**
- (iv) **Take action on the agreed solution.**

### 3. IDENTIFYING A COMPLAINT

The identification of a complaint is the key to the operation of our complaint procedures.

It is important that you are able to distinguish a complaint from an **inquiry** or **request**.

The key to distinguishing complaints from inquiries and requests is that **a complaint is an expression of dissatisfaction.**

General reasons for complaints include:

- Administration – faults / delays;
- Denial of claim on medical grounds;
- Delays in benefit payment;
- Dissatisfaction with values / charges / investment performance;
- Alleged misrepresentation;
- Misunderstanding / no knowledge by client of the product;
- Mis-selling of products;
- Delays in redemptions / distributions;
- Privacy issues.

The above list is by no means exhaustive.

### **3.1 What if you receive a complaint?**

Complaints can be made verbally or in writing. All complaints are treated the same, irrespective of how they are first made.

It is important that all complaints are properly recorded at the outset so that we can monitor their progress and collect statistical information. Each complaint should be recorded separately in the Complaints Database and followed up as appropriate and monitored to ensure the client remains satisfied as well as receiving feedback.

Verbal complaints must also be supported by a file note (electronic or hard copy) of your factual conversations with the client. File notes must contain facts only and should not be emotive or judgmental in nature.

Your role is to log and detail the complaint and ensure that the appropriate details have been logged in the complaint database and in most cases resolve the complaint.

### **3.2 What happens then?**

As soon as the complaint has been received you must register it on the complaints database. Within 24 hours of receiving a written complaint you must also acknowledge its receipt by sending a written confirmation to the complainant.

The service standard for the resolution of the complaint is within 10 days of receipt. ACL will investigate the complaint and keep the client informed about how their complaint is progressing. In each case, notification of the outcome of your investigation including any decision made should be given to the client in writing.

A client may contact you and seek to discuss a complaint either before or after a response has been sent. You should indicate to the client what is being or will be done and ensure that the client is contacted within the agreed timeframe.

### **3.3 Complaints monitoring**

Evaluating the data we collect on client complaints allows us to identify the cause of complaints and determine whether remedial action is warranted. The aggregated data is used to:

- Redesign products and services;
- Change processes, policies and procedures;
- Retrain staff; and
- Re-assess client needs.

The complaints database must be kept up-to-date if we are to effectively utilize the information that we collect from the resolution of complaints.

## 4. LEGISLATIVE REQUIREMENTS

The legislative requirements for complaints handling arise from four sources below:

1. The Life Insurance Legislation and Code of Conduct;
2. The Superannuation Industry (Supervision) Legislation and determinations made thereunder;
3. The Corporations Act 2001 and relevant Legislation; and
4. The Compliance Plans of each of the registered schemes for which ACL is the Responsible Entity.

In addition to the above, ACL has adopted the Australian Standard AS4269 on Complaints Handling and AS3806 on Compliance Programs.

### 4.1 SUPERANNUATION COMPLAINTS TRIBUNAL – SCT

The *Superannuation industry (Supervision) Act 1993 (SIS)* is the primary legislation which determines how the funds operate and what they can and can not do. APRA and ASIC are the two Government departments with the primary responsibility for supervising the superannuation system.

The SCT has limited powers to resolve disputes and customers may need guidance from the SCT or a professional adviser as to whether their complaint is appropriate to be referred to the SCT. The SCT is guided by powers made available under the *Superannuation (Resolution of Complaints Act) 1993*.

Before the complainant can approach the SCT they must first make a complaint to the trustee of the superannuation fund and then go through our internal complaints resolution process. We have 90 days to respond with our resolution; the complainant may then lodge their complaint with the Tribunal if they remain dissatisfied or if the Trustee has failed to respond within 90 days.

Certain clients may not be able to refer their complaint to the SCT if they are not satisfied with a decision made by ACL in relation to a superannuation product/service. When this occurs ACL must advise and disclose to the client that there is an alternate dispute resolution procedure.

#### 4.1.1 Who may apply?

Clients that can apply to the SCT are those that are members (including former members) of a superannuation fund, their legal representatives, and holders of a superannuation insurance policy and any person (beneficiaries or potential beneficiaries) who are affected by a decision concerning death or disability benefits<sup>2</sup>. The SCT does not deal with complaints concerning self-managed superannuation funds.

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<sup>2</sup> Only those persons identified in SIS Section 101 are able to take a dispute with a trustee to the Tribunal.

A complaint to the SCT can only be made after the customer has referred the complaint to the superannuation trustee and that complaint has not been resolved to the customer's satisfaction. The trustee has 90 days in which to resolve the complaint.

#### **4.1.2 Powers of SCT**

The SCT has power to review a wide range of superannuation trustee decisions and can make a determination on whether a particular decision by a superannuation trustee was "*unfair or unreasonable*". The SCT cannot make a decision on the management of the fund as a whole or the management of the trustee or insurer, the insurer's or manager's business or the investment of the Fund. Complaints can only be taken to the SCT if they relate to a decision or action by the Trustee in relation to the complainant.

There are no monetary limits on complaints to the SCT. But the SCT cannot deal with a matter where legal proceedings have been instituted.

#### **4.2 THE FINANCIAL INDUSTRY COMPLAINTS SERVICE – FICS (Applies to Unit Trust & IDPS & IDPS like)**

ACL is a member of The Financial Industry Complaints Services (FICS). Under the Financial Services Reform Legislation, financial services licensees who provide services to retail clients are required to have internal and external dispute resolution procedures that are approved by the ASIC.

**4.2.2** FICS is a company that has been set up to provide free advice and assistance to the following:

- a) life insurance or superannuation policy-holders;
- b) consumers who have been sold products by licensed security dealers;
- c) any consumers issues with responsible entities who are fund managers and are not satisfied with the written response the member gave to the inquiry or complaint.

ACL has 45 days once the complaint had been received to respond to the complainant or 90 days if the complainant is promptly notified that resolution of the complaint will take 90 days.

As with the SCT, the complainant will contact us directly, we then need to address the complaint internally through our own internal resolution processes. At the point of resolution we must disclose, as a member of FICS, to the complainant that if they are unhappy with the decision reached by ACL there is an alternate dispute resolution process which they are entitled to contact, i.e. FICS.

#### **4.3 THE AUSTRALIAN SECURITIES AND INVESTMENT COMMISSION**

ASIC's role is to protect investors, superannuants, depositors and insurance policy holders. ASIC regulates and enforces The Corporations Act and laws that promote honesty and fairness in financial markets, products and services in Australian companies. It also;

- underpins the strength, growth and international reputation on Australia's financial markets;
- maintains a public database on Australia's 1.2 million companies to provide certainty in commercial dealings; and
- works with other financial, consumers and law enforcement bodies in Australia and internationally.

#### **4.4 THE AUSTRALIAN PRUDENTIAL REGULATION AUTHORITY (APRA)**

The Australian Prudential Regulation Authority (APRA) provides prudential regulation for deposit taking institutions, life and general insurance companies and superannuation funds. (Self-managed superannuation funds are administered by the Australian Tax Office).

Under the Corporations Economic Law Reform (CLERP) APRA (jointly with ASIC), have taken over the functions and responsibilities of the former Insurance and Superannuation Commission (ISC).

#### **5. STAFF TRAINING REQUIREMENTS**

Staff is trained in the enquiries and complaints handling procedures. In particular, staff who have client contact, for example, the receptionist, will be provided with information on how to handle enquiries, and the name of the Client Services Manager for complaints.

#### **6. SUPPORTING MATERIAL**

- 6.1.** A copy of the Enquiries and Complaints Handling Procedure, as well as the rules of the Financial Industry Complaints Service will be provided to the Client Services Manager.
- 6.2** A copy of the Standard on which this procedure is based will be provided to the relevant staff members
- 6.3** Authorised Representatives (if applicable) will be provided with the following information on complaints handling:
  - contacts for complaints;
  - the requirements to provide details in writing to ACL of complaints made to the Authorised Representative;
  - the timeframes for advising ACL of complaints to the authorized representative;
  - the circumstances for notifying ACL's PI insurers.

## **7. VISABILITY OF THE PROCEDURES**

**7.1** Enquiries and complaints handling will be promoted to staff and Authorised Representatives, and the complaints handling procedure will be promoted to clients.

**7.2** Clients will be informed of the complaints handling procedures in disclosure documents, regular investor communications (e.g. brochures, newsletters, during phone calls and in person), on the relevant websites, on account statements, at the time of benefit payment, and in annual reports.

- Whenever a response is provided to a complaint the Client Services Officer will ensure that information is provided about any alternative remedies available and any right of appeal, for example, to the Financial Industry Complaints Service.

## **8. ARRANGEMENTS WITH EXTERNAL SERVICE PROVIDERS**

**8.1** Arrangements in place with service providers (i.e. Administration Agreements) require that an external administrator will satisfy the requirements set out in this manual and the relevant legislation.

**8.2** The external service provider will keep the Trustee informed about:

- the nature of inquiries made and how they are dealt with; and
- details of complaints made in terms of their subject matter, nature and timing of resolution of complaints, and any matter which may need to be referred to the trustee for decision.

## **9. ENQUIRIES**

Staff handling enquires will:

- identify themselves by name and position to the client;
- empathise with the client in a courteous manner;
- not lay blame or be defensive
- determine the nature of the enquiry;
- if the details are received by telephone, confirm those details with the client in the same call;
- if the enquiry is difficult to understand or is very detailed, or if the client wishes to make a formal complaint, ask him or her to provide the details in writing;

- if the enquiry relates to the available fund information, resolve the problem immediately;
- if the required response is not readily apparent, advise the client that he or she may expect a response within a specified time period (e.g. by Friday), and advise the reasons the response is not available immediately (e.g. that details need to be confirmed with relevant manager);
- follow up the enquiry appropriately;
- ensure the client is aware that the enquiry is receiving attention without creating false expectations;
- advise the client of the response within three days of receipt of the enquiry, and confirm the response in writing immediately;
- monitor the situation to ensure that the client is satisfied.

## 10. COMPLAINTS

Staff handling complaints will:

- acknowledge receipt of the letter in writing immediately, advising the client that the matter is being attended to and when the client may expect to receive a response.
- draft a written response to the client for review by the Client Services Manager. The response will be sent to the client **within 15 business days of receipt** of the complaint. The letter will include details of:
  - the decision in relation to the complaint;
  - the remedies available to the client;
  - details of any avenue of appeal available to the client if he or she is dissatisfied with the decision (e.g. the Financial Industry Complaints Service).

*The letter does not need to include the reasons for the decision in regard to the complaint.<sup>3</sup>*

- Enter details of the complaint, the date received, and any remedial action taken in the complaints register, along with a copy of the file notes of any contact with the client, and a copy of all correspondence.

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<sup>3</sup> Standard legal advice is for trustees to avoid recording reasons, so that a court is prevented from reviewing those reasons. The SCT takes a contrary view that without recording its reasons the trustee cannot demonstrate any good reasons for how it reached its decision. The Trustee must consider when it is appropriate to give reasons, and doing so might be viewed as Best Practice in some circumstances when assisting with resolving the complaint.

## 11. BREACHES

The Risk and Compliance Manager will be notified immediately of any complaint that amounts to a breach by ACL of its Financial Services Licence (AFSL) the Corporations Act, the Trust Constitution, the Instrument of Approval or the Compliance Plan.

## 11. TIMEFRAME FOR RESPONSE TO ENQUIRIES AND RESOLUTION OF COMPLAINTS

### 11.1 Standards

- 11.1.1 All enquiries will be responded to and complaints resolved as quickly as possible
- 11.1.2 Company policy requires all complaints to be resolved **within 45 days of receipt** of the complaint. However, the preferred standards are:
  - for enquiries, within three business days of receipt followed by confirmation in writing.
  - for complaints, **within fifteen business days of receipt.**

### 11.2 Escalation

11.2.1 Any matters **not resolved within the initial 15 business days** will be referred to the CEO for advice.

## 12. ACL INTERNAL DISPUTE RESOLUTION PROCESS FOR PRIVACY

We have an internal dispute resolution process. In the first instance, we must ensure that:

- any complaint is handled by a person who has authority to deal with it; and
- this person will review the complaint, consider the facts, give due consideration to the laws that relate to the Privacy, resolve the complaint as soon as possible. The first contact person has up to 24 hours to resolve the complaint.

If the complaint cannot be resolved within the hour, by the first contact person, it should be referred to their Manager.

If the complaint cannot be resolved satisfactorily within 24 hours, the complaint must be referred to the relevant Manager, who has 10 working days to resolve the complaint.

**If the dispute is still not resolved, it will be referred to the Managing Director (MD) or a person nominated by the MD who will make a final decision within 45 or 90 days of the day that the complaint was made depending on the complaint type.**



### **13. MONITORING AND REVIEW**

#### **13.1 Complaints Register**

- 13.1.1 In particular, information on the cause of complaints will be provided to the staff in charge of relevant products or services so that problem areas may be improved.

#### **13.2 Enquiries and Complaints Handling Procedure**

- 13.2.2 On a regular basis, and at least annually, the Clients Services Manager in consultation with the Product Managers/Compliance Manager will review the Enquiries and Complaints Handling Procedures and recommend improvements if necessary.
- 13.2.3 The requirement for the reviews will be included in the Corporate Governance Policy
- 13.2.4 A report of the results of the review will be provided to the ACL Board, along with recommended changes, to enable improvements to the Procedure.

### **14. EXTERNAL COMPLAINTS RESOLUTION**

- 14.1 Any complaints not resolved satisfactorily **within 45 business days** will be referred to an independent third party.
- 14.2 ACL is a member of Financial Industry Complaints Service which is an approved external complaints scheme to financial investment products and services. This scheme assists clients to obtain prompt an effective resolution of any disputes relating to the Trust.

## **COMPLAINTS RESOLUTION**

The Trustee has established procedures to deal with member enquiries and complaints.

Enquiries should be made to the Clients Services Line on 1300 551 044

Complaints should be made in writing to:

Dispute Resolution Officer  
PO Box 1282  
ALBURY NSW 2640

In addition, ACL is a member of the Financial Industry Complaints Service (FICS), an external complaints resolution body, if you are not satisfied that a complaint has been handled to your satisfaction, you have the right to lodge a complaint with FICS at:

PO Box 579  
Collins Street West  
MELBOURNE VIC 8007

The toll free number is 1300 780 808

Fax: (03) 9621 2291

Email: [fics@fics.asn.au](mailto:fics@fics.asn.au)

### **For superannuation fund members:**

If you are dissatisfied with a decision made by the Trustee which affects you, or if any complaint you have made to the Dispute Resolution Officer is not resolved to your satisfaction within 90 days, you may have the right to lodge a complaint with the Superannuation Complaints Tribunal (the Tribunal).

The Tribunal is an independent body established by the Government to review certain trustee decisions relating to members (as opposed to trustee decisions relating to the management of the Super Plan as a whole). You may contact the Tribunal from anywhere in Australia on

1300 780 808 (for the cost of a local call) or at:

Locked Bag 3060  
GPO MELBOURNE VIC 3001  
Email [info@sct.gov.au](mailto:info@sct.gov.au)  
Fax 03 8635 5588



**ASTARRA**

**Astarra Capital Limited (ACL)**

**CORPORATE GOVERNANCE CHARTER**

**Presented to the ACL Trustee Board  
20<sup>th</sup> January 2006**

# 1 Introduction

Astarra Capital Limited (**ACL**) is 100% owned by Astarra Funds Management Pty Ltd (**AFM**).

The objective for **ACL** is to be a successful responsible entity in the superannuation, funds management and administrative platform businesses.

To achieve this, the directors have to oversee the successful delivery of a wide range of legislative, legal, regulatory, marketing, funds management and service delivery capabilities.

The responsibilities of the Board of Directors of ACL (**ACL Board**) includes corporate governance for Superannuation, Management Investment Schemes (**MIS**) and IDPS like products.

The purpose of the Corporate Governance Charter is to state the basis on which the **ACL Board** will govern and the basis on which the management task will be carried out in accordance with the direction of the **ACL Board**.

The **ACL Board** is responsible for and has the authority to determine all matters relating to policies, practices and operations of **ACL**.

The **ACL Board** is responsible for maintaining the regulatory status of **ACL** so that it can operate in its chosen businesses.

## 2 ACL Trustee Board

### 2.1 Role of the Board

The role of the ACL Board includes the following:

- appointing the Managing Director (**MD**) and the Company Secretary, issuing operational delegations and authorities, monitoring performance via a KPI process and approving succession plans;
- providing strategic direction through constructive engagement with the MD in the development, execution and modification of ACL's Business Plan.
- overseeing the approval of an annual Business Plan, including a financial budget.
- ensuring that the regulatory and prudential requirements are met;
- ensuring that required compliance frameworks and controls are in place; including oversight of the Compliance Committee, with an approved charter, specifically appointed to assist in this process.
- approving and overseeing the implementation of policies to govern the operation of ACL ;with particular reference to IT, HR and Privacy. *[is there any point in having a policies register]*
- ensuring that the financial resources are sufficient to ensure that the approved Business Plan can be implemented and that the necessary solvency and capital requirements are met at all times..
- ensuring that sufficient resources are in place to successfully deliver the investment objectives of plans, products and strategies, and including the oversight of the Investment Committee operating under an approved charter specifically appointed to assist in this activity.
- making decisions in relation to initiatives or matters otherwise not dealt with as part of the business planning process (e.g. acquisitions and withdrawal from existing lines of business);
- monitoring financial and operational results on an on-going basis;
- ensuring that all outsourcing arrangements are operating according to the specifically appropriate agreement and constitute value for money.
- ensuring the Board's effectiveness in delivering best practice corporate governance by a process of education and training, appointment of directors with a range of skills and experience and regular attention to market and business associated environmental changes.
- ensuring that directors conduct ACL's business under an agreed Code of Conduct.
- managing strategic risk including processes for identifying areas of significant business risk, monitoring risk management policies and procedures, overseeing internal controls and reviewing major assumptions used in the calculation of significant risk exposures. This is conducted through a process that brings the board and all committee members together; and
- ensuring that the claims process is properly managed by appointing a Claims Committee with an approved charter to assist in this process.
- considering the interests of all stakeholders, with particular emphasis on the fiduciary responsibility to fund members.
- Ensuring that the ACL Board operates on a basis that it independent of the interests of the ultimate shareholders.

## **2.2 Role of the Chairman**

The Chairman's responsibilities include:

- providing appropriate leadership to the Board and ACL,
- ensuring membership of the Board is balanced and appropriate for ACL's needs;
- facilitating Board discussions to ensure the core issues facing the organisation are addressed;
- maintaining a regular dialogue and mentor relationship with the MD;
- monitoring Board performance; and
- guiding and promoting the on-going effectiveness and development of the Board and individual Directors.
- Ensuring an independent position and managing any issues arising there from with the shareholders.
- oversee the implementation of a annual Board timetable to ensure that all nominated matters are addressed.

## **2.3 Role of the MD**

The MD is responsible for the management and business plan performance of ACL. The MD manages the organisation under the granted authorities and delegations and in accordance with the strategy, plans and policies approved by the board to achieve agreed goals.

## **2.4 Board Structure**

### **2.4.1 Board Composition and Size**

The directors determine the size of the Board and as ACL is an APRA regulated Public Offer Trustee, the requirements are that there must be a minimum of 4 directors, 3 of whom must be Australian residents. This is a requirement under section 29EA of the *Superannuation Industry (Supervision) Act 1993*.

The size and composition of the Board will also be determined having regard to any applicable regulatory requirements. The ACL Board will be made up of a majority of independent non-executive directors and will have no more than one executive director. The chairman of the board will be a non-executive

### **2.4.2 Appointment of new Directors**

Nominations of new directors are considered by the full board. The Board considers a wide base of potential directors, taking into account the range of skills and experience required in relation to the:

- current composition of the board;
- need for independence;
- strategic direction and progress of ACL;
- succession planning;
- geographic spread and diversity of ACL's businesses and
- 'Fit and Proper' obligations.

The Board assesses nominated directors against a range of criteria including background, experience, professional skills, personal skills, personal qualities and their capacity to commit themselves to the board's activities.

### **2.4.3 Retirement from the Board**

A Director can resign in writing from the Board and ceases to be a director if they lose their Fit & Proper status.

### **2.4.4 Maximum Tenure**

The tenure of non-executive directors will generally be no longer than nine years. A term longer than nine years would only be recommended by the Board in extraordinary circumstances.

## **2.5 Evaluation of Board Performance**

The Chairman will, on an annual basis, facilitate a discussion and evaluation of the board's performance. This will include discussions both collectively and individually about:

- the company as a whole;
- the board's role, processes and performance;
- the board's group dynamics; and
- other relevant issues.

The Chairman and Directors are reviewed annually by a 360° review performed collectively as a board as well as individually.

## **2.6 Role of Individual Directors**

### **2.6.1 Participation in Board Meetings**

Directors have a duty to question, request information, raise any issue which is of concern to them, fully canvas all aspects of any issue confronting ACL and cast their vote on any resolution according to their own judgement.

Directors will keep confidential board discussions, deliberations and decisions except where decisions are required to be publicly disclosed.

Confidential information received by a director in the course of the exercise of directorial duties remains the property of ACL and it is improper to disclose it, or allow it to be disclosed, unless that disclosure had been properly authorised, or is required by law,

Directors will accept the Code of Conduct by an annual confirmation of its terms.

### **2.6.2 Legal Obligations**

In accordance with legal and statutory requirements, directors will:

- discharge their duties in good faith and act honestly in the best interests of ACL with a level of skill and care expected of a director;
- owe a fiduciary duty to ACL using the powers of office for proper purpose, in the best interests of ACL;
- act with required care and diligence, demonstrating commercial reasonableness in their decisions;
- avoid conflicts of interest;
- act for the benefit of ACL at all times;
- not make improper use of information gained through their position as a director;
- not take improper advantage of the position of director;
- not allow personal interests, or the interest of any associate, to conflict with the interests of ACL;
- as directors of a Trustee company have an equal representation to the members of the various Superannuation Plans under it;



- make reasonable enquires to ensure that ACL is operating efficiently, effectively and legally towards achieving its goals; and
- undertake diligent analysis of all proposals placed before the Board.

Directors decide what matters are delegated to management and must ensure that adequate controls are in place to oversee the operation of these delegated powers.

As only the MD participates in the day-to-day management of ACL, representations or agreements with suppliers, customers, employees, consultants, professional firms or other parties or organisations are made by management unless such an authority is otherwise explicitly delegated.

#### Conflict of Interest.

Directors are required to continually monitor and disclose any potential conflict of interest that may arise. Directors must:

- disclose to the Board any actual or potential conflicts of interest that may exist as soon as the situation arises and prior to each board meeting;
- take necessary and reasonable steps to resolve any conflict of interest within an appropriate period; if required by the Board or deemed appropriate by that Director, and
- comply with the Corporations Act 2001 requirements about disclosing interests and restrictions on voting.

The Board will determine whether or not Directors declaring a conflict should remain in the room when the Board discusses matters about which the conflict relates.

It is expected that Directors will discuss with the Chairman any proposed board or executive appointments they are considering undertaking and should advise ACL of such appointments to other companies as soon as possible after the appointment is made.

The same requirement exists for 'Related Party Transactions', including financial transactions with ACL. 'Related Party Transactions' should be reported in writing to the Managing Director and raised for consideration at the next Board meeting.

### **2.6.3 Access to Information**

Directors are encouraged to access members of senior management at any time to request relevant information. Past Directors have access to all relevant papers for 7 years after the date the Director ceases to hold office.

### **2.6.4 Code of Conduct**

ACL has adopted a 'Code of Conduct' outlining in the standards of personal and corporate behaviour required of all directors, officers and employees. This Code reinforces an already strong ethical culture of recognising the position of a range of stakeholders. See

above requirement that this be signed off in confirmation by each director annually.

#### **2.6.6 Dealing with external stakeholders**

Generally, communication with the media and the investment community on ACL will be undertaken by the Managing Director. Non-executive directors are not expected to become involved the media or the investment community on ACL affairs in the normal course of business. Unless it is a matter concerning the functioning and operations of the Board in which cause the Chairman will be the spokesperson. See my above comments.

## Key Functions of the ACL Board

### 2.7 Role of the Board in Strategy

A critical role of the Board is to ensure that ACL is pursuing and implementing an appropriate strategy for the Business Plan as both a Trustee and a Responsible Entity for Managed Investment Schemes (MIS) and IDPS like products. To achieve this result the Board is constructively engaged with management to ensure the appropriate development, execution, and modification of ACL's Business Plan.

Management and the Board have established the process ACL uses in developing its strategy. The steps involved in strategy developments are broadly set out in Annexure 1. Strategy formulations and initiation is, however, a dynamic process, and therefore the processes set out in the Annexure are not intended to be rigid guidelines.

Each calendar year during the strategy process cycle, management and the Board will discuss the substantive elements to be considered in the development and execution of the necessary strategy. The Board Calendar as identified April as the commencement month for the preparation of the business plan and May for its approval.

After agreeing on assumptions with the board, management develops and proposes a strategy for discussion with directors. This strategy then forms the basis for the Business Plan, which is considered and approved by the board.

In assessing and approving a Business plan, directors consider its executability and timing and will monitor on a continuing basis execution of the Plan against milestones.

### 2.8 Delegation of Authority

#### 2.8.1 Delegation to Committees

The Board has established committees to consider certain issues and functions in further detail. Each committee reports in the minutes and formal requests to the Board. The Chairman of each committee reports on any matter of substance at the next full board meeting. All adopted committee minutes are provided to the Board for noting.

There are currently three committees:

- Compliance Committee
- Independent Committee
- Claims Committee

Other committees may be formed from time to time, as required.

#### 2.8.2 Role of Committees

Each committee has its own charter, approved by the Board and reviewed annually, with additional review where appropriate. The Chairman and the MD attends Committee meetings where appropriate.

The role of each Committee is currently as follows:

**The Investment Committee**

The Investment Committee has been established to assist the Trustees in ensuring that the investment process achieves the desired outcomes as detailed in the various plans, products and strategies in accordance with Trust Law, SIS and Corporations Act. The Investment Committee meets monthly. The Investment Committee formally reports in writing to the ACL Board.

**The Claims Committee**

Acts on behalf of the member claimants to ensure that the requirements for early release of superannuation monies are in the member's best interest. It also considers death claims to beneficiaries. The Claims Committee meets fortnightly and reports monthly to the ACL Board.

**The Compliance Committee**

This was originally set up by ACL to comply with the requirements under the Corporations Act 2001 as ACL is the Responsible Entity (RE) for Managed Investment Schemes (MIS). In 2005 the Charter of the Compliance Committee was extended to apply the same principles to ACL as the Trustee of Superannuation Plans & as a product issuer of a Wrap/IDPS-like product.

**2.8.3 Delegations to the MD**

The Board approves delegations of authority to the MD. These will be reviewed at least annually.

**2.8.4 Review of MD Performance**

The Board sets performance criteria for the MD, which are reviewed regularly by the Board. The Chairman leads a formal board review to assess the performance of the MD on an annual basis. This will coincide with the Annual Business Planning Process.

## **3 Other**

### **3.1 Risk Management**

The Board has responsibility for ensuring that there is a sound system of risk management, internal compliance and control across the business. It also has responsibility for establishing risk management policies and determining the risk appetite of ACL, and ensuring that these are implemented.

The Board has appointed a Risk and Compliance Manager to specifically oversee the monitoring and evaluation of the effectiveness of the risk management and the internal control environment. The Risk and Compliance Manager reports directly to the Board.

The Board determines the accounting policies, reporting practices, financial statements and monitoring it requires to ensure that the financial objectives are met.

The MD applies the appropriate management controls.

Risk and compliance processes and reporting procedures provide assurance to the Board and Compliance Committee that the preparation of the financial statements and the control systems underlying them are adequate.

The risk management framework enables the business to identify and assess risks and controls, respond promptly and appropriately and continue to monitor risks and issues as they evolve. Risk and compliance information is reported at least quarterly to the Compliance Committee and is referred to the Board by way of minutes.

### **3.2 Compliance Framework**

The Board is responsible for ensuring the adequate measures are undertaken to manage compliance with the laws, regulations, contracts, industry codes, internal standards and policies applicable to ACL's operations. As required by the Corporations Act 2001. ACL has adopted a tailored 'Conflicts of Interest Policy'.

The compliance framework can be found in the Corporate Governance Policy.

### **3.3 Independent Advice**

Directors are entitled to seek independent advice on ACL related matters at ACL's expense. Directors must ensure that the costs are reasonable and must advise the Chairman and the MD before the advice is sought. The information must be made available to the rest of the Board.

**Agreed and Approved by the Board 2006**

**Name .....Signature.....**

**Director**

**Name.....Signature.....**

**Director**

## Annexure 1

### BOARD STRATEGY DEVELOPMENT FOR DEVELOPING ACL's BUSINESS PLAN

Who	Steps
Board	Confirm broad guidelines and intent for future strategy.
Management	Draft statements of purpose, goal, strategic objectives and annual targets, within given guidelines and with board input.
Together	Review drafts, discuss and amend drafts as needed.
Board	Approve revised statements.
Management	Schedule meeting and evaluations, and conduct data collection and analysis necessary to refine or revise the strategy.
Together	Hold a special board meeting annually in which the draft strategy is presented, discussed, reviewed and amended, including any final instructions and directions from the Board.
Board	Based on feedback from the special board meeting, prepare 3 year business plan. Note and highlight crucial assumptions made.
Management	Review proposed Business Plan, budgets for first year of plan and 3 financial forecasts. Ensure that the financials are consistent with the Business Plan. Adopt final strategic plan and financial outcomes.
Together	Review all corporate activities that have an impact on strategy, (for example ensure that merger and acquisitions activity, business performance measures and management incentive plans align with strategy)
Management	Make periodic reports to the Board (after launching strategy) on validity of crucial assumptions, milestones, changes in environment and competitive considerations.
Board	Monitor execution of strategy by monitoring financial performance and other measurable milestones that have strategic implications.
Together	Agree to changes in strategy as circumstances warrant.