

SUBMISSION ON POLICY ISSUES RAISED IN ROUND 5

Submitted By: Thomas Ronald Adams

Email: [REDACTED]

Phone Number: [REDACTED]

Submission for: My Self

Name of other person, business or organisation:

Do you agree to your submission being published: Yes

Do you agree to your full name being published: Yes

Your submission:

I am [REDACTED] Thomas Ronald Adams and [REDACTED] for 40 years. Recently, I was [REDACTED] following a severe injury sustained whilst [REDACTED]. My [REDACTED] consisted of the [REDACTED] 14 February 1973 to 27 October 1997, and [REDACTED] 28 October 1997 to 22 May 2014. My [REDACTED] consisted of short term contracts with [REDACTED] to generally fill vacant [REDACTED] positions. This employment was generally equivalent to a normal eight to ten hour day, five to seven days per week. In my [REDACTED] with the [REDACTED] it was mandatory to join and pay Superannuation. In [REDACTED] the default Superannuation Scheme was the [REDACTED]. In [REDACTED] (approx), the [REDACTED] introduced the [REDACTED]. This scheme was to replace the [REDACTED] for all new Members as at and when formally introduced. A marketing team of selected [REDACTED] was sent to all [REDACTED] to explain the new scheme, and offer Membership to existing [REDACTED] members. This offer was explained as a 'one off offer' and all Members were asked/directed to sign a 'Decision Document'. Once you rejected this offer you could never join the new scheme, as it would only be available to new members. My formal decision was not to transfer to the [REDACTED] Scheme. It was explained to me that this would be a life time decision, and could never be revoked. During my initial [REDACTED] I continued to make Default and Fixed payments to the [REDACTED] as was mandatory in accordance with my [REDACTED] for employment. No mention of contributing or joining any other Superannuation Scheme was offered or inferred either directly or indirectly. I had read available Superannuation documentation which passed through administrative centres, and some [REDACTED] Newspapers. These were generally designed to keep new [REDACTED] personnel up to date to the [REDACTED] Scheme. Rules for [REDACTED] members to join the [REDACTED] appeared to have softened, and now indicated that under some circumstances these members could 'elect' to join the [REDACTED]. I never took up this election, and noted that even if I had wished to transfer, my current [REDACTED] Contracts did not permit this to happen. This was based on the length of my [REDACTED] Contracts that did not meet the minimums specified by the [REDACTED] Contract Periods. My [REDACTED] Service periods of service caused my [REDACTED] Fortnightly Pension to be suspended whilst I was under contract. These payments never accumulated my super contributions, nor were they ever paid to me. The funds were ceased during my contract automatically. If any funds were paid, these were immediately requested to be reimbursed to the [REDACTED] Society? On some latter contracts with the [REDACTED] I was told to complete documents that indicated which [REDACTED] Scheme I wished to be part of and join. I protested that I had made a 'one off' lifetime decision to remain in the [REDACTED]. This request and pressure came from the Shopfront which was an Administrative area managed in most part by the [REDACTED]. This area generally processed all administration for the [REDACTED] unit, and new staff like myself. I was eventually forced to complete these Superannuation Decision Documents as part of my employment. At all stages I indicated my determination to remain within the [REDACTED] Scheme. It seemed foolish to me to complete these forms, as none of the documents seemed applicable to my employment circumstances. No employee or representative of any Superannuation Scheme ever contacted me in this period. I was never told of any possible effect or penalty that could or may apply to my Superannuation. At some stage during the period of 2007/2009 I was informed that my [REDACTED] was suspended and I was now in the [REDACTED] Scheme. I recall contacting the Superannuation Scheme and protesting this transfer. To my belief, the representative of the Super Scheme fixed the 'error' and reinstated my [REDACTED] Membership. On a latter date, I found that I was now in both schemes and this was irrevocable. No reason for this decision was offered, nor explained. I was reverted, and backdated, to my initial [REDACTED] payments, and a minimal membership of the [REDACTED] Fund. I redressed this decision and action in accordance with the [REDACTED] Protocol and was required to appear before a Commissioner. This action was taken, and a [REDACTED] Lawyer represented me at the hearing. My lawyer stated that the evidential provided, which included the available advice and [REDACTED] formal Determination Documents that I had provided to him, and he presented in the court/hearing, would prove my case to remain in the [REDACTED] Superannuation Scheme. However, the [REDACTED] Representative informed the Commissioner that the Law had Changed to reflect the actions of the Superannuation Scheme. When asked by the Commissioner 'had the Superannuation Scheme' informed the members of this change that would effect their membership, the Representative for the [REDACTED] Superannuation Scheme stated "NO". The Commissioner asked 'Why?' The reply from the Superannuation Representative stated that 'under the new changes, there was no requirement to inform existing members of the changes or any penalties that may be imposed on the members' or words to this effect. The Commissioner apologised to me personally, and said he would have to reluctantly

find against me. My Superannuation was adjusted and I was paid at a far less rate of contribution. My lawyer assisted me in a Redress of Wrongs to the Ombudsman in accordance with the [REDACTED] Guidelines in 2012/13 approx. There was never a response provided to myself or my lawyer on this matter. I contacted my lawyer and he said he would follow up on the matter with the Ombudsman, on my behalf. Shortly after this finding I became severely ill and was [REDACTED] from the [REDACTED] I am still not well and I am undergoing further treatment. This, and my current financial position, prevent me from progressing with this decision at this stage. I feel I have been wronged by the [REDACTED] Superannuation Scheme, and the Australian Government. I have always [REDACTED] to the best of my ability. I believed that by paying my Superannuation, I would ever become a burden on the Australian Public Purse. I have documents to support all I have stated. The [REDACTED] Lawyer whom represented me still works for the [REDACTED] I request your valued assistance in resolving this matter, or at the least, preventing further wrongdoings on law abiding people. These actions were wrong, or at the least entrapment on unsuspecting members. Yours Sincerely, Thomas Adams