

THIS DOCUMENT INCORPORATES THE FOLLOWING AMENDMENTS

- Amendment No.1 dated 27 April 1998
- Amendment 2 dated 20 October 2000 (*amended Pool only*)
- Amendment 3 dated 11 January 1999 (*added Schedule 6 only*)
- Amendment 4 dated 30 June 1999
- Amendment 5 dated 30 June 1999 (*amended Schedules 2 & 3 only*)
- Amendment 6 dated 1 October 1999 (*amended Trust Deed only*)
- Amendment 7 dated 4 May 2000
- Amendment 8 dated 14 August 2000
- Amendment 9 dated 28 March 2001
- Amendment 10 dated 21 November 2000
- Amendment 11 dated 20 September 2000
- Amendment 12 dated 30 April 2001
- Amendment 13 dated 21 March 2001 (*amended Schedule 6 only*)
- Amendment 14 dated 11 October 2002 (*amended Schedule 2 only*)
- Amendment 15 dated 30 July 2002
- Amendment 16 dated 6 September 2002
- Amendment 17 dated 23 October 2002 (*amended Deed only*)
- Amendment 18 dated 27 November 2002
- Amendment 19 dated 5 September 2003 (*amended Schedule 6 only*)
- Amendment 20 dated 19 November 2003
- Amendment 21 dated 19 November 2003
- Amendment 22 dated 30 June 2004
- Amendment 23 dated 17 September 2004 (*amended Schedules 2, 3 and 4 only*)
- Amendment 24 dated 23 February 2005
- Amendment 25 dated 15 September 2005
- Amendment 26 dated 27 November 2006 (*amended Schedule 1 only*)
- Amendment 28 dated 27 February 2008
- Amendment 29 dated 30 April 2008 (*amended Schedules 1, 2 and 4 only*)
- Amendment 30 dated 30 June 2009 (*amended Deed and Schedules 1 and 5 only*)
- Amendment 31 dated 1 July 2011 (*amended Deed and Schedules 1 to 6 only*)
- Amendment 34 dated 14 December 2011 (*amended Deed and Schedules 1, 2, 6 and 7 only*)
- Amendment 36 dated 12 December 2012 (*amended Deed and Schedules 1 and 7 only, commencement on 30 April 2013 and 1 July 2013 upon granting of MySuper licence*)
- Amendment 37 dated 3 April 2013 (*amending Amendment 36 and Schedule 7 only*)
- Amendment 38 dated 5 June 2013 (*amended Deed and Schedules 1– 7, either on 5 June 2013 or termination of Division E (1 July 2013)*)
- Amendment 42 dated 2 April 2014 (*amended Deed and Schedules 1 and Schedule 7*)
- Amendment 46 dated 4 May 2016 (*amended Deed and Schedules, effective 30 June 2016*)

**SCHEDULE 1
DIVISION A – (FSS)**

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SCHEDULE 1

DIVISION A - (FSS)

These are the Rules governing Division A of the Fund. At the Transfer Day, the Rules of Division A are intended to reflect the rights, benefits and entitlements of members under the First State Superannuation Fund established under the *First State Superannuation Act 1992* as at the time immediately before the Transfer Day.

1. INTERPRETATION

1.1 Definitions

In these Rules:

Additional Death or Invalidity Benefit [deleted by Deed of Amendment No 12 operative 1/7/01]

Additional Death or Invalidity Premium [deleted by Deed of Amendment No 12 operative 1/7/01]

Additional Insured Benefit

[inserted by Deed of Amendment No 12 operative 1/7/01; deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Additional Insured Benefit Cover

[inserted by Deed of Amendment No 30 operative 01/03/09; deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Additional Insured Benefit Premium

[inserted by Deed of Amendment No 12 operative 1/7/01; deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Associated Superannuation Scheme means another Division of this Fund;

Asset Portfolio means an Asset Portfolio established in accordance with rule 2.7;

Basic Death or Invalidity Benefit

[deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Basic Death or Invalidity Premium

[deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Basic Insured Cover means cover under any insurance policy or policies that the Trustee in its absolute discretion shall take out to provide an amount of insured cover which the Trustee calls Basic Insured Cover pursuant to rule 7.1;

[inserted by Deed of Amendment No 30 operative 01/03/09]

Basic Insured Cover Premium

[inserted by Deed of Amendment No 30 operative 01/03/09; deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Chief Executive Officer means:

- (a) a chief executive officer within the meaning of the *Public Sector Employment and Management Act 2002*; or
- (b) an employee (not being an officer referred to in paragraph (a)) of an authority specified in Schedule 1 of the *First State Superannuation Act*

1992, being an employee who holds an office designated by the Director-General of the Premier's Department as the office of a chief executive officer.

[inserted by Deed of Amendment No 4 operative 1/7/99; amended by Deed of Amendment No. [38] operative 5 June 2013]

Class of Contributions means one of either:

- (a) compulsory employer contributions made in accordance with rule 4.1;
- (b) optional employer contributions made in accordance with rule 4.5; or
- (c) optional member contributions made in accordance with rule 5.1.

[amended by Deed of Amendment No 26 operative 27 November 2006]

Councillor means a person who is a councillor within the meaning of the *Local Government Act 1993* and holds that office with an Employer.

[inserted by Deed of Amendment No 26 operative 27 November 2006]

Death or Invalidity Benefit Management Reserve *[deleted by Deed of Amendment No [31] operative 01/07/11]*

Eligible Spouse Contributions means:

- (a) contributions for an Optional Member who is a Spouse of the person making the contributions at the time those contributions are made; and
- (b) the person making the contributions is not entitled to a deduction under the relevant provisions of the Income Tax Acts in relation to the contributions.

[inserted by Deed of Amendment No. [1] operative 27/4/98]

Executive Officer means a member who is:

[inserted by Deed of Amendment No 4 operative 1/7/99; amended by Deed of Amendment No. [38] operative 5 June 2013]

- (a) a Chief Executive Officer, or
- (b) a Senior Executive Officer, or
- (c) an office holder nominated for the purposes of section 11A of the Statutory and Other Officers Remuneration Act 1975; or
- (d) such other person as is nominated by the Employer in accordance with clause 10.5A.

Exit Date, in relation to a Member, means the date on which the Member ceases to be an Employee, being:

- (a) the only such cessation of employment as an Employee; or
- (b) if there has been more than one such cessation of employment as an Employee the later or latest of those cessations of employment;

Full Member means an Employee or Councillor, who has been nominated to be a Full Member, who is, by virtue of rule 3.1 or any other provision of these Rules, a Full Member under this Division;

[amended by Deed of Amendment No 4 operative 1/7/99 & Deed of Amendment No 26 operative 27 November 2006]

General Management Account means the General Management Account established in accordance with rule 2.9;

Inactive Member means a person:

- (a) who has ceased to be a Full Member or an Optional Member under this Division and who has a Preserved Benefit under this Division; or
- (b) who is a Full Member or an Optional Member who is prevented by rule 8.1 from contributing to this Division;

Insured Amount means any amount payable under an Insured Benefit;

[inserted by Deed of Amendment No.[36] and [37] operative 30/4/13]

Insured Benefit means Basic Insured Cover and any other cover under any insurance policy or policies that the Trustee in its absolute discretion shall take out to provide an amount of insured cover;

[inserted by Deed of Amendment No 30 operative 01/03/09; replaced by Deed of Amendment No.[36] and [37] operative 30/4/13]

Insured Benefits Reserve means the reserve referred to in rule 2.6A;

[inserted by Deed of Amendment No12 operative 1/7/01] [amended by Deed of Amendment No 30 operative 01/03/09]

Liabilities means:

- (a) all liabilities under this Division including:
 - (i) liabilities accrued but not yet paid; and
 - (ii) management costs referred to in rule 2.11; and
- (b) any provision which the Trustee considers should be taken into account in determining the liabilities under this Division.

Member means a Full Member, an Optional Member or an Inactive Member;

Member's Benefit Account means the Benefit Account established and maintained under rule 2.3 in respect of a Member;

Month means a calendar month;

Operative Date means the date of Deed of Amendment No. 28.

[inserted by Deed of Amendment No.[28] operative 1/7/07]

Optional Member means:

- (a) an Employee who was not a Full Member and who has made an election under this division that is still in force to contribute to this Division,

- (b) the Spouse of a person on whose behalf the person has made an election under this Division that is still in force to contribute to this Division, or

[amended by Deed of Amendment No.[1] operative 27/4/98]

- (c) a Non-member Spouse, or

[inserted by Deed of Amendment No.15 operative 30/7/02; replaced by Deed of Amendment No [20] operative 28/12/02]

- (d) a Councillor who is not a Full Member.

[previous (c) reinserted by Deed of Amendment No [22] operative 19/11/03 & (d) amended by Deed of Amendment No 26 operative 27 November 2006]

Preserved Benefit means a Benefit preserved under these Rules;

Protected Member means a Member who meets the requirement of a Protected Member under Regulation 1.03(1) of the Superannuation Industry (Supervision) Regulations under the *Superannuation Industry (Supervision) Act 1993*.

Salary or Wages means:

[replaced by Deed of Amendment No 4 operative 1/7/99; amended by Deed of Amendment No. 7 operative 1/7/99]

- (a) in the case of a Member who is not an Executive Officer, the total of:
- (i) earnings in respect of ordinary hours of work, and
 - (ii) earnings consisting of over-award payments, shift loading or commission, or
- (b) in the case of a Member who is an Executive Officer, the amount nominated by the member, being not less than the taxable salary or the maximum contribution base, whichever is the lower.

Same-sex Partner

[inserted by Deed of Amendment No 12 operative 1/7/01; deleted by Deed of Amendment No [31] operative 01/07/11]

Senior Executive Officer means:

- (a) a senior executive officer within the meaning of the Public Sector *Employment and Management Act 2002* ; or
- (b) an employee (not being an officer referred to in paragraph (a)) of an authority specified in Schedule 1 of the *First State Superannuation Act 1992*, being an employee who holds an office designated by the Director-General of the Premier's Department as the office of a senior executive officer.

[inserted by Deed of Amendment No 4 operative 1/7/99; amended by Deed of Amendment No.[38] operative 5 June 2013]

Spouse

[inserted by Deed of Amendment No. [1] operative 27/4/98; amended by Deed of Amendment No 12 operative 1/7/01; deleted by Deed of Amendment No. [31] operative 01/07/11]

superannuation guarantee amount means the minimum amount payable to a superannuation fund or scheme in respect of a person that is sufficient to avoid an individual superannuation guarantee shortfall, within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth, in respect of the officer.

[inserted by Deed of Amendment No 4 operative 1/7/99]

Superannuation Number means a membership number allocated to a Member by the Trustee and includes a membership number allocated to a contributor to another Associated Superannuation Scheme for the purposes of that scheme.

Temporary Incapacity *[inserted by Deed of Amendment No. [1] operative 27/4/98; deleted by Deed of Amendment No 12 operative 1/7/01]*

Temporary Incapacity Benefit *[inserted by Deed of Amendment No. [1] operative 27/4/98; deleted by Deed of Amendment No 12 operative 1/7/01]*

Temporary Incapacity Premium *[inserted by Deed of Amendment No. [1] operative 27/4/98; deleted by Deed of Amendment No 12 operative 1/7/01]*

Total and Permanent Disablement means:

[inserted by Deed of Amendment No 30 operative 01/03/09]

- (a) in the case of a Member who is not insured, that the Trustee is reasonably satisfied that the Member's ill-health (whether physical or mental), makes it unlikely that the Member will engage in gainful employment for which the Member is reasonably qualified by education, training or experience;
[replaced by Deed of Amendment No [42] operative 1/07/13]
- (b) in the case of a Member who is insured (other than where paragraph (c) applies), the same meaning as the corresponding term in the policy of insurance; or
- (c) in the case of a Member who is insured under the Trustee's self insurance arrangement, the Trustee is satisfied that the Member has been absent for six consecutive months because of incapacity and is permanently unable, because of that incapacity, to be engaged, or to be employed, in any remunerative occupation in which, in the opinion of the Trustee, it would otherwise be reasonable to expect the Member to engage.

2. MAINTENANCE AND ADMINISTRATION

2.1 Payments to Fund

2.1.1 The Trustee shall cause to be held in the Fund in respect of this Division:

- (a) Contributions made by Employers and Members under this Division; and
- (ab) Family Law Spouse Amounts credited under this Division; and
[inserted by Deed of Amendment No [20] operative 28/12/02]
- (b) income derived from investment of assets held in respect of this Division, and any profit made from realisation of any investment held in respect of this Division; and

- (c) subject to Superannuation Law, money borrowed for the purposes of this Division; and
- (d) any other amounts payable to this Division.

2.2 Payments from this Division

2.2.1 The Trustee is required to cause to be paid from the Fund in respect of this Division:

- (a) the administration costs incurred by the Trustee;
- (b) any Tax;
- (c) Benefits payable under these Rules;
- (d) premiums or other amounts payable for the cover for an Insured Benefit under these Rules; and
[amended by Deed of Amendment No.[1] operative 27/4/98; amended by Deed of Amendment No. 12 operative 1/7/01; amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]
- (e) any other amounts payable from this Division.

2.3 Members' Benefit Accounts

2.3.1 The Trustee is required to establish and maintain under this Division a separate Benefit Account for each Member, and may establish and maintain for each Member such additional Benefit Accounts as the Trustee determines.

[amended by Deed of Amendment No.[38] operative on 5 June 2013]

2.3.2 Where the Trustee establishes more than one Benefit Account for a Member, each Rule in this Division that applies to a Benefit Account, applies separately to each Benefit Account kept for the Member and the Trustee will determine what amounts are to be applied to each Benefit Account.

[amended by Deed of Amendment No.[38] operative on 5 June 2013]

2.3.3 Except where the Trustee has determined to establish more than one Benefit Account in respect of a Member, the Trustee shall, upon becoming aware that there is more than one Benefit Account for that Member, consolidate those separate Benefit Accounts into a single Benefit Account as from the first day of the following month. No adjustment is to be made, however, to any charges applied to those separate Benefit Accounts in accordance with these Rules prior to that date.

[amended by Deed of Amendment No.[38] operative on 5 June 2013]

2.3.4 Within each Member's Benefit Account established in accordance with subrule 2.3.1, the Trustee is to maintain a separate sub-account for each Class of Contributions made by or on behalf of the Member.

2.3.5 All Contributions made by or on behalf of a Member, together with any interest payable to the Trustee in respect of those Contributions, are to be credited to the sub-account applicable to the Class of Contributions

maintained in accordance with subrule 2.3.4. The effective date of each such credit is the date that payment of those Contributions or interest (if any) or both, is received by the Trustee.

2.3.6 Subject to subrule 2.3.7, as at times which the Trustee considers appropriate, the Benefit Account of each Member is to be adjusted as follows:

- (a) by debiting the following amounts:
 - (i) any Liabilities under this Division which are attributable to the Member;
 - (ii) amounts paid under this Division in respect of the Member;
 - (iii) any provisions for any payments in respect of the Member as the Trustee considers appropriate;
 - (iv) any negative interest or decrease in Unit Value of Units attributable to the Member, subject to the requirement that no debit amount to the Benefit Account of a Member for any negative interest or decrease in Unit Value of Units is to result in a reduction in an amount in the Benefit Account referable to the Operative Date to an amount less than the amount as at the Operative Date; and

[inserted by Deed of Amendment No 28 operative 01/07/07]

- (b) by crediting or debiting any other amount which the Trustee considers appropriate and which is required or permitted under these Rules to be attributed to the Member.

2.3.7 As at the last day of each Month, the Benefit Account of each Member is to be adjusted as follows:

- (aa) the Benefit Account of each Member is to be credited with any increase in Unit Value of Units attributable to the Member;

[inserted by Deed of Amendment No 28 operative 01/07/07]

- (a) interest is to be credited to each sub-account on a daily balance pro rata basis at the rate declared by the Trustee, in accordance with rule 2.8, to be the investment earning rate for that Month for the particular Asset Portfolio applicable to that Member;
- (b) the Benefit Account of each Member is to be debited with the monthly unit management charge determined for that Month in accordance with rule 2.13; the particular sub-account or sub-accounts to which that charge is to be debited is to be at the discretion of the Trustee; and
- (c) the amount of any premiums and any other charges payable by a Member for that Month in respect of cover for the Insured Benefit is to be debited to the sub-account maintained for that Member for the compulsory employer contributions Class of Contributions unless the compulsory employer contributions account does not have sufficient balance to pay the premium

or charges in which case the amount is to be debited to another sub-account of that Member as determined by the Trustee.

[replaced by Deed of Amendment No. 12 operative 1/7/01] [amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

2.3.8 Immediately before payment of a Benefit from a Member's Benefit Account, that account is to be adjusted as follows:

- (a) interest is to be credited to each sub-account on a daily balance pro rata basis at the rate declared by the Trustee, in accordance with rule 2.8, to be the investment earning rate for the Asset Portfolio applicable to that Member calculated for the period from the first day of the Month to the date of authorisation of payment;
- (b) a management fee is to be debited to the appropriate sub-account, as determined by the Trustee, that fee being equal to the monthly unit management charge determined for the preceding month in accordance with rule 2.13; and
- (c) an amount equal to the premiums or charges payable for the Insured Benefit for the Month in which the Member ceased employment shall, if not previously debited to the Member's Benefit Account, be debited to the sub-account maintained for that Member for the compulsory employer contributions Class of Contributions unless the compulsory employer contributions account does not have sufficient balance to pay the premium or charges in which case the amount is to be debited to another sub-account of that Member as determined by the Trustee.

[replaced by Deed of Amendment No. 12 operative 1/7/01] [amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

2.3.9 Where any adjustments made in accordance with these Rules would result in a negative balance in any sub-account maintained for a Member, the Trustee shall record that balance as nil until such time as either:

- (a) advice is received that the Member is no longer an Employee; in which case, the account is to be closed; or
- (b) additional Contributions are paid into the sub-account.

2.3.10 If a Member ceases to be an Employee in circumstances where the Trustee has reason to believe that the Member will again become an Employee, the Trustee may treat the Member as not having ceased to be an Employee and may make arrangements which it considers appropriate in relation to:

- (a) the remittance and collection of Contributions for the Member;
- (b) the operation of the Member's Benefit Account;
- (c) agreements or arrangements with the Member as to optional Contributions; and
- (d) any other matter which the Trustee considers appropriate and which is required or permitted to be included in these Rules.

2.3.11 For the purposes of operating Members' Benefits Accounts in accordance with these Rules and Superannuation Law, the Trustee may from time to time adjust members' accounts for the following purposes:

- (a) to correct mistakes relating to amounts credited to, or debited from, members' accounts; or
- (b) to correct amounts credited to, or debited from, accounts consequential on a change in the law applicable to members accounts.

2.3.12 The Trustee must calculate the amount under subrule 2.3.11 having regard to:

- (a) any fees or charges deducted in respect of the Contributions;
- (b) any interest credited in respect of the Contributions;
- (c) any Tax paid or payable in respect of the Contributions; and
- (d) any other matter that the Trustee considers appropriate.

2.3.13

[deleted by Deed of Amendment No.[38] operative on 5 June 2013]

2.4 **Payments to be credited to Members' Benefit Accounts**

There is required to be credited to a Member's Benefit Account:

- (a) any Contributions made by the Member's Employer to this Division in respect of the Member;
- (b) any Contributions made by or on behalf of the Member to this Division; and *[amended by Deed of Amendment No.[1] operative 27/4/98]*
- (c) any other amounts payable to the Benefit Account.

2.5 **Payments to be debited to a Member's Benefit Account:**

- (a) if the Member is covered for an Insured Benefit the amount of any premiums payable by the Member;
[amended by Deed of Amendment No.[1] operative 27/4/98; amended by Deed of Amendment No. 12 operative 1/7/01] [amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]
- (b) Benefits payable to or in respect of the Member;
- (c) management costs incurred by the Trustee as referred to in rule 2.11;
- (d) the amount of any Tax as referred to in rule 2.12; and
- (e) any other amounts payable under these Rules by the Member or from the Member's Benefit Account.

2.5A Dealings with Family Law Spouse Amounts

Where a Family Law Spouse Amount is required to be dealt with in accordance with the Family Law Act and the Superannuation Law, the Member's Benefit Account will be debited with the amount. The Trustee will deal with the Family Law Spouse Amount in accordance with clause 14.25.

[inserted by Deed of Amendment No [20] operative 28/12/02]

2.6 Insured Benefits Reserve

[amended by Deed of Amendment No.[1] operative 27/4/98; amended by Deed of Amendment No.12 operative 1/7/01; replaced by Deed of Amendment No. [25] operative 1/7/05; replaced by Deed of Amendment No. [31] operative 01/07/11; replaced by Deed of Amendment No.[36] and [37] operative 30/4/13]

2.6.1 The Trustee is required to establish and maintain an Insured Benefits Reserve in respect of this Division.

2.6.2 There is required to be credited to the Insured Benefits Reserve:

- (a) the amounts of premiums for Insured Benefits debited to Members' Benefit Accounts under these Rules;
- (b) any charge levied by the Trustee in respect of Insured Benefits; and
- (c) Insured Amounts paid to the Trustee by an insurer under a contract of insurance.

2.6.3 There is required to be debited to the Insured Benefits Reserve:

- (a) premiums payable to an insurer under a contract of insurance;
- (b) any management or other costs associated with the provision of Insured Benefits for which the Trustee has determined to strike a levy under Rule 2.6.2 (b); and
- (c) Insured Amounts paid to the beneficiary/credited to the Member's Benefit Account.

2.6A [deleted]

[inserted by Deed of Amendment No. 12 operative 1/7/01] [amended by Deed of Amendment No 30 operative 01/03/09; deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

2.7 Other accounts and reserves and Asset Portfolios

2.7.1 The Trustee may establish and maintain in respect of this Division such other accounts and reserves as, in the opinion of the Trustee, are necessary or convenient for the administration of this Division and these Rules.

2.7.2 Without limiting subrule 2.7.1, the Trustee may establish separate Asset Portfolios, comprising assets in respect of this Division allocated by the Trustee, for the purposes of this Division.

- 2.7.3 At the Transfer Day, the initial Asset Portfolios established by the Trustee are:
- (a) Cash Plus;
 - (b) Capital Guarded;
 - (c) Balanced;
 - (d) Diversified; and
 - (e) High Growth.
- 2.7.4 A Member may, at any time, elect to have the Member's Benefit Account treated, for the purpose only of allocating Fund earnings, as being invested as part of one or more particular Asset Portfolios nominated by the Trustee to the Member. The Member may elect to vary or revoke any such election. A nomination by a transferred member in respect of the First State Superannuation Scheme prior to transfer shall be taken to continue after transfer until it is varied or revoked.
- 2.7.5
- (a) Subject to subrule 2.7.5(c), where no election has been made by a Protected Member in accordance with subrule 2.7.4, the Trustee shall treat the Member's Benefit Account as being invested in the Cash Plus Portfolio or such other Asset Portfolio as the Trustee considers appropriate or is required to comply with Superannuation Law. The Trustee may take into account the Member's age in determining the appropriate Portfolio;
 - (b) Subject to subrule 2.7.5(c), where no election has been made by a Member who is not a Protected Member in accordance with subrule 2.7.4, the Trustee shall treat the Member's Benefit Account as being invested in the Diversified Portfolio or such other Asset Portfolio as the Trustee considers appropriate or is required to comply with Superannuation Law. The Trustee may take into account the Member's age in determining the appropriate Portfolio;
 - (c) As required by the Prudential Standards, the Trustee will determine the balance, if any, in each Member's Benefit Account that is an accrued default amount;
 - (d) Prepare and regularly review a transition plan for all accrued default amounts and no later than 1 July 2017, attribute each of those amounts to a MySuper Product for the relevant Member or take such other action in respect of the accrued default amount as required under the Prudential Standards.
[replaced by Deed of Amendment No.[36] and [37] operative 30/4/13 and 1/7/13 upon granting of MySuper licence]
- 2.7.6 An election made in accordance with subrule 2.7.4 shall take effect on the date determined by the Trustee from time to time, or if no such date is determined, on the day that is five working days after the day the election is received by the Trustee, or such later date as may be specified in the

election. However, where an election is received prior to the day that Contributions are first credited to the account of the Member making the election, the election is to take effect on that later day.

[replaced by Deed of Amendment No. 29 operative 25/10/06; replaced by Deed of Amendment No. 34 operative 14/12/11]

2.7.7

The Trustee may, from time to time, determine the fee that applies for an election that is made in accordance with subrule 2.7.4.

[replaced by Deed of Amendment No.[36] and [37] operative 30/4/13]

- 2.7.8 For the purposes of these Rules, the *investment earning rate* of each particular Asset Portfolio shall be the rate declared by the Trustee in respect of that Asset Portfolio for any given period.
- 2.7.9 For the purposes of adjusting accounts and reserves, other than Member Benefit Accounts, the Trustee shall treat those accounts and reserves as being invested:
- (a) where those accounts and reserves comprise Contributions received in respect of Members which the Trustee has, for any reason, been unable to allocate to Members' Benefit Accounts, in such Asset Portfolio or Portfolios as may be considered appropriate by the Trustee, as long as no such account or reserve is to be treated as having been wholly invested in either the Cash Plus Asset Portfolio or the High Growth Asset Portfolio; and
 - (b) in any other case, in the Cash Plus Asset Portfolio.
- 2.7.10 The Trustee is to determine, for the purpose only of allocating earnings under this Division, the parts of an account or a reserve to be treated as being invested in a particular Asset Portfolio or Portfolios.

2.7A **Changes in Asset Portfolios**

[inserted by Deed of Amendment No.[36] and [37] operative 30/4/13]

- 2.7A.1 The Trustee may create new Asset Portfolios and close Asset Portfolios, create new rules or change existing rules as to eligibility for investment in a particular Asset Portfolio.
- 2.7A.2 Where an Asset Portfolio is closed or new rules are created or existing rules are changed such that one or more Members are no longer eligible to have all or part of their Benefit Account treated as being invested in that Asset Portfolio, then the Trustee has the power to transfer amounts treated as being invested in that Asset Portfolio to such other Asset Portfolio or Asset Portfolios as the Trustee determines.

2.8 **Adjustment of Accounts and reserves for interest**

- 2.8.1 The Trustee may, from time to time, adjust each of the Accounts and reserves established under these Rules at a rate or rates fixed by the Trustee, having regard to the income in respect of this Division and the earnings, as determined by the Trustee, of any Asset Portfolio or Portfolios in which the Accounts or reserves or parts of them are treated

as being invested and such other matters as the Trustee considers relevant.

2.8.2 The Trustee may, for the purpose of adjusting a Members Benefit Account before paying out the balance at credit in the Account, fix a rate for that purpose only.

2.8.3 In adjusting Accounts or reserves under this rule 2.8, the Trustee may fix different rates for Accounts or reserves, or parts of Accounts or reserves, that are treated as being invested in different Asset Portfolios.

2.8.4 For the purpose of adjusting Accounts and reserves, the Trustee may allocate any income in respect of this Division, or any losses, as being attributable to a particular Asset Portfolio or Portfolios, as it thinks fit.

2.9 **General Management Account**

The Trustee is required to establish and maintain a General Management Account.

2.10 **Costs which may be charged to General Management Account**

2.10.1 Management costs incurred by the Trustee in the administration or execution of these Rules, are to be charged against the General Management Account or such other account as the Trustee may determine.

2.10.2 Management costs incurred in investing this Division and managing any such investment are to be paid from the income from investment under this Division.

2.11 **How other costs may be paid**

2.11.1 Management costs incurred by the Trustee other than those incurred in investing this Division and managing any such investment are to be paid from the Members' Benefit Accounts, at such times and in such amounts or at such a rate or rates as may be determined by the Trustee.

2.11.2 Management costs associated with the provision of Insured Benefits may be levied separately by the Trustee from the accounts of Member's with such cover at rates and times determined by the Trustee.

[amended by Deed of Amendment No.[1] operative 27/4/98; replaced by Deed of Amendment No. 12 operative 1/7/01; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

2.11.3 The Trustee may require an Employer to pay to this Division the management costs, as determined by the Trustee, arising out of the failure of the Employer to provide information or evidence required to be provided under these Rules, or the failure of the Employer to provide accurate information required to be provided under these Rules.

2.12 **The Trustee must deduct Tax liabilities from Members' Accounts**

Whenever the Trustee has paid (or is liable to pay) an amount of Tax in respect of an Employer's Contributions to a Member's Benefit Account under this Division, the Trustee is required to debit to the Account the amount of any such Tax.

2.13 Fees and Charges

- 2.13.1 All fees and charges prescribed under these Rules are, subject to subrule 2.3.9, to be debited to the Benefit Accounts of the Members to whom those charges apply in such manner and at such times as are determined by the Trustee from time to time and the amounts so debited are to be transferred to the General Management Account established in accordance with rule 2.9.

[amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

2.13.2

- (a) For the purposes of rule 2.11, the Trustee is to declare a monthly unit management charge to apply as from such date as may be specified by the Trustee.
- (b) A monthly unit management charge declared in accordance with paragraph (a) is payable by each person in respect of whom an account is maintained during the whole or part of the month to which that charge is applicable and is to be debited:
- (i) where only one sub-account is maintained, to that sub-account; or
 - (ii) in any other case, progressively to:
 - (A) the compulsory employer contribution sub-account;
 - (B) the optional employer contribution sub-account; and
 - (C) the optional contributions sub-account,

until the full charge is debited to the Member's Benefit Account.

[amended by Deed of Amendment No 26 operative 27 November 2006]

- 2.13.3 The Trustee may set such fees and costs as it determines are appropriate and debit those amounts to Member's Benefit Accounts.

[replaced by Deed of Amendment No.[36] and [37] operative 30/4/13]

3. MEMBERS OF THE DIVISION

3.1 Members under this Division

- 3.1.1 An Employee or Councillor under this Division is a Full Member, unless the Employee or Councillor is excluded from Full Membership under rule 3.2 or elects to make other arrangements under rule 3.3. A transferred member is taken to have the class of membership and to have made any election for the purposes of this Division as that transferred member had prior to the transfer to this Division and any other arrangement in place in respect of a transferred member prior to transfer shall be taken to have continued until varied or revoked.

- 3.1.2 An Employee or Councillor under this Division who is not a Full Member may become an Optional Member by making an election under rule 5.1

and, on making such an election, continues to be an Optional Member while the election is in force.

- 3.1.3 A person who has ceased to be a Full Member or an Optional Member under this Division and who has a Preserved Benefit under this Division, or being a Full or Optional Member is prevented by Superannuation Law or Rule 8.1 from contributing under this Division, is an Inactive Member under this Division.

[amended by Deed of Amendment No 26 operative 27 November 2006]

3.2 Employees who are excluded from being Full Members

3.2.1 The following Employees are not Full Members under this Division:

- (a) an Employee who is a contributor to or a member of an Associated Superannuation Scheme in respect of the same contract of employment;
- (b) an Employee who has not contributed to this Division, or whose Employer has not contributed to this Division in respect of the Employee, and who is an Employee in respect of whom the Trustee must not accept Contributions under Superannuation Law;
- (c) an Employee who, while receiving Salary or Wages for work done outside Australia, is not a resident of Australia.

3.2.2 Subrule 3.2.1 does not apply to an Employee who has preserved a Benefit in an Associated Superannuation Scheme, or is entitled to a deferred accrued Benefit under Division C, and who is not otherwise a participant in any such scheme.

3.2.3 For the purposes of subrule 3.2.1(c), an Employee is not a resident of Australia unless he or she would be treated as a resident of Australia for the purposes of the Tax Act.

3.2A Ceasing to be a Full Member

A Councillor ceases to be a Full Member under this Division on the date:

- (a) the Councillor ceases to hold that office with the Employer; or
- (b) the Trustee receives written notice from the Councillor electing to cease to be a Full member.

3.3 Members may make other arrangements

3.3.1 A Full Member may notify the Member's Employer that the Employer is to meet the Employer's obligations in respect of the Member under the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth by contributing to another complying superannuation fund. The Member ceases to be a Full Member under this Division on the date written notice is given to the Trustee by the Employer of the

contributions to that other fund, or on the date of commencement of those contributions, whichever is the later.

- 3.3.2 A Member may elect to make Contributions under rule 5.1 and is an Optional Member of the Division on any such election taking effect and while the election is in force.

[amended by Deed of Amendment No 26 operative 27 November 2006]

- 3.3.3 An Employer must give written notice to the Trustee if the Employer ceases to meet the Employer's obligations in respect of an Employee under the *Superannuation Guarantee (Administration) Act 1992* in the manner referred to in subrule 3.3.1 and, on such notice being given, the Employee ceases to be a Full Member under this Division.

3.3A Membership on transfer from PSESS Fund

[replaced by Deed of Amendment No 4 operative 1/7/99; amended by Deed of Amendment No.[38] operative on 5 June 2013]

- 3.3A.1 An Employee who makes an election under clause 6.2 of Division E or is compulsorily transferred by the Trustee under clause 6.3 of Division E is, on either the election or the compulsory transfer taking effect, a Full Member under this Division.
- 3.3A.2 The Salary or Wages of an Employee who becomes a Member under this rule 3.3A is, despite any other provision of these Rules, taken to be the salary nominated by the Employee in the election made under Division E until another nomination is made under these Rules.

3.4 Spouse Contributions

The Spouse of an Employee or Councillor may become an Optional Member if the Employee makes an election under rule 5.1 to contribute to this Division on behalf of his or her Spouse and his or her Spouse continues to be an Optional Member while the election is in force.

[inserted by Deed of Amendment No.[1] operative 27/4/98 & amended by Deed of Amendment No 26 operative 27 November 2006]

4. CONTRIBUTIONS BY EMPLOYERS

- 4.1 Compulsory contributions by Employers for purposes of Superannuation Guarantee Charge Acts
- 4.1.1 An Employer must pay under this Division, for each Full Member employed by the Employer, an amount determined by the Employer being an amount that is not less than the superannuation guarantee amount.
- 4.1.2 An Employer's contributions under this rule 4.1 are to be calculated on an employee's earnings for each contribution period as if the Superannuation Guarantee Charge Acts required calculation for each contribution period, and a Contribution payable by an Employer in respect of a contribution period must be paid to the Trustee after the end of the contribution period

in which the earnings the subject of the superannuation contribution were paid to the employee at such times as the Trustee requires.

- 4.1.3 This rule 4.1 does not apply to or in respect of a Full Member on the Member ceasing to be a Full Member.

[inserted by Deed of Amendment No.7 operative 4/5/00; replaced by Deed of Amendment No.[36] and [37] operative 30/4/13]

4.2 **Amount of Basic Death or Invalidity Cover**

[inserted by Deed of Amendment No 30 operative 01/03/09; deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

4.3 **Payment of Basic Death or Invalidity Premiums**

[deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

4.4 **Amount of Basic Death or Invalidity Premium**

[deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

4.5 **Optional employer contributions**

[replaced by Deed of Amendment No.[1] operative 27/4/98]

- 4.5.1 An Employee who is a Full Member may at any time elect, with the consent of the Employer, to have contributions made to this Division by the Employee's Employer in addition to the compulsory contributions payable by the Employer under this Division.
- 4.5.2 The additional contributions may, but need not, be made as part of the total remuneration payable in respect of the Full Member.
- 4.5.3 An Employee, including an Employee who is a contributor to an Associated Superannuation Scheme, who is not a Full Member may at any time elect, with the consent of the Employee's Employer, to have contributions made to this Division by the Employee's Employer as part of the total remuneration payable in respect of the Member. On any such election taking effect, and while it is in force, the Employee is an Optional Member under this Division.
- 4.5.4 An election is to be made by lodging with the Trustee an election in a form approved by the Trustee and is to be accompanied by such information as the Trustee may require.
- 4.5.5 Except as provided by subrule 4.5.3 an Employer may not make contributions to the Fund in respect of an Employee who is an Optional Member.
- 4.5.6 An election by an Employee to have contributions made to this Division by the Employee's employer takes effect not later than on the day determined under the rules made by the Trustee for the purposes of this rule.
- 4.5.7 An election ceases to be in force (to the extent to which it specifies the amount of any contributions) if a variation of contributions takes effect or

on notification by the Member to the Trustee that the contributions are to cease to be made.

4.6 **Rules as to payment of compulsory employer contributions**

- 4.6.1 For the purposes of Part 4, *contribution period* means a Month or such other period as may be agreed between the Trustee and an individual Employer.
- 4.6.2 Compulsory employer contributions for a contribution period must be paid at such times as the Trustee may require.
- 4.6.3 With each payment of compulsory employer contributions by an Employer, the Employer must forward to the Trustee, in a form approved by the Trustee, details of the compulsory employer contributions payable in respect of each Employee.
- 4.6.4 In addition to subrule 4.6.3, where an Employee has not previously been reported to the Trustee as having received Salary or Wages from the Employer concerned, the Employer is to provide the Trustee with such details as may be required by the Trustee in respect of that Employee.
- 4.6.5 Where an Employer is required, in accordance with rule 3.3, to notify the Trustee of the commencement or cessation of compulsory employer contributions to another complying superannuation fund, such notice is to be in a form approved by the Trustee and provided to the Trustee at such time as the Trustee may require.

4.7 **Rules as to payment of optional employer contributions**

- 4.7.1 For the purpose of determining the payment period of any optional employer contributions:
- (a) the Trustee may approve an arrangement for the payment of optional employer contributions; and
 - (b) if the Trustee for any reason does not approve such an arrangement, any optional employer contributions must be treated as being payable on the last day of the contribution period in which the optional employer Contribution is received by the Trustee.
- 4.7.2 With each payment of optional employer contributions by an Employer, the Employer must forward to the Trustee, in a form approved by the Trustee, details of the optional employer contributions payable in respect of each Employee.

5. **CONTRIBUTIONS BY EMPLOYEES AND COUNCILLORS**

5.1 **Optional contributions**

- 5.1.1 A Full Member may at any time elect to make Contributions under this Part 5.

5.1.2 An Employee or Councillor who is not a Full Member may at any time elect to make Contributions to this Division and on any such election taking effect, and while it is in force, is an Optional Member under this Division.

5.1.3 An election is to be made by lodging with the Trustee an election in a form approved by the Trustee and is to be accompanied by such information as the Trustee may require.

[amended by Deed of Amendment No 26 operative 27 November 2006]

5.2 **When does an election to contribute take effect?**

5.2.1 An election by a Full Member, Employee or Councillor to make Contributions to this Division takes effect on a date agreed between the Member and the Trustee.

[amended by Deed of Amendment No 26 operative 27 November 2006]

5.2.2 An election ceases to be in force (to the extent to which it specifies the amount of any Contributions) if a variation of Contributions takes effect or on notification by the Member to the Trustee that the Member is to cease to contribute to this Division.

5.3 **Rules as to payment of optional contributions**

5.3.1 Any Employee or Councillor, including an Employee or Councillor who is a contributor to an Associated Superannuation Scheme, may elect at any time to make optional contributions by way of payroll deductions, by transfer from another financial institution (including another complying superannuation fund or approved deposit fund) or by direct payment from the Employee or Councillor to the Trustee.

[amended by Deed of Amendment No 26 operative 27 November 2006]

5.3.2 If an Employee or Councillor elects to make Contributions by way of payroll deductions:

(a) the election must:

- (i) specify the amount of the Contribution payable for each contribution period;
- (ii) be in a form approved by the Trustee;
- (iii) be lodged with the Employer and the Trustee; and
- (iv) authorise the Employer to deduct the amount specified in the election from the Employee or the Councillor's pay each pay day until such time as the election is revoked or varied; and

(b) the Contribution for a contribution period must be deducted and paid by the Employer at such time as the Trustee may require.

[amended by Deed of Amendment No 26 operative 27 November 2006]

- 5.3.3 An election to make optional employee contributions by means other than by payroll deduction is to be lodged with the Trustee in a form approved by the Trustee

5.4 **Contributions may be varied**

- 5.4.1 A Member may from time to time, by notice in writing to the Trustee, vary the amount of Contributions to be paid to this Division by the Member.

5.5 **Contributions for spouses**

[inserted by Deed of Amendment No.[1] operative 27/4/98]

- 5.5.1 An Employee or Councillor may at any time elect to make contributions to this Division on behalf of the Employee or Councillor's Spouse, and on any such election taking effect, and while it is in force, the Spouse is an Optional Member under this Division.

[amended by Deed of Amendment No 12 operative 1/7/01; amended by Deed of Amendment No. [31] operative 01/07/11]

- 5.5.2 An Employee or Councillor can only make and the Trustee may only accept contributions to this Division on behalf of the Employee or Councillor's Spouse if the contributions are Eligible Spouse Contributions.

- 5.5.3 The Trustee may make rules for or with respect to the qualifications for Spouses on behalf of whom elections under rule 5.5 may be made and the payment periods for and manner of payment of contributions on behalf of such Spouses.

- 5.5.4 An Employee or Councillor, who has elected to contribute on behalf of the Employee or Councillor's Spouse, may from time to time, by notice in writing to the Trustee, vary the amount of contributions to be paid to this Division by the Employee or Councillor or on behalf of the Employee or Councillor's spouse.

[amended by Deed of Amendment No 26 operative 27 November 2006]

6. ***

7. **INSURED BENEFITS**

[Part 7 replaced by Deed of Amendment No. 12 operative 1/7/01; [amended by Deed of Amendment No 30 operative 01/03/09]

7.1 **Level of Benefits**

The Trustee shall take out Basic Insured Cover and any other insurance cover as it determines, subject to the terms of such insurance policy or policies taken out.

[replaced by Deed of Amendment No 30 operative 01/03/09]

7.1A **Payment of Basic Insured Cover Premium**

[inserted by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

- 7.1A.1 Payment of the Basic Insured Cover premium for a Member covered for Basic Insured Cover is to be made in respect of the Member at such time as may be

determined by the Trustee and is to be made by debiting the Member's Benefit Account with the amount.

7.2A Members eligible to apply for Additional Insured Benefit cover

If the Trustee has made provision for an additional Insured Benefit, a Member may apply to be covered, or to increase the level of cover, for a component of the additional Insured Benefit, provided that the Member is eligible to apply for the cover under the contract between the Trustee and the insurer and provided that the contract permits the combination of components selected by the Member.

[amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

7.2 Applications for cover for the Additional Insured Benefit

[amended by Deed of Amendment No 30 operative 01/03/09]

7.2.1 An application is to be made by lodging with the Trustee an application in a form approved by the Trustee, is to nominate the amounts of cover for the components of cover sought by the Member and is to be accompanied by such information as may be required.

7.2.2 A Member who applies to be covered for an additional Insured Benefit must submit to any medical examination or examinations as may be required by the insurer contracted by the Trustee and must provide such medical reports, evidence and information as are required by that insurer.

[amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

7.2.3 Upon approval of an application for cover for an additional Insured Benefit, such cover shall take effect on the day advised by the insurer and the premiums applicable to that cover shall be payable as from that date.

[amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

7.3 Commencement of Insured Benefits

[amended by Deed of Amendment No 30 operative 01/03/09]

7.3.1 Any insurance in respect of a person will not commence until:

- (a) if required, the Member and the Employer have provided all information required by the insurer;
- (b) the insurer is satisfied that all of the insurer's requirements are met for the cover; and
- (c) in the case of additional Insured Benefits, the insurer has notified the Trustee of the terms and amounts of cover.

[amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

7.3.2 Subsequent to 7.3.1, cover will commence on the date or dates required under the insurance policy or policies relevant to the type of cover.

7.4 **When cover under the Insured Benefits ceases**

[amended by Deed of Amendment No 30 operative 01/03/09]

Any insurance cover shall cease:

- (a) in accordance with the terms contained in the policy or policies of insurance with the insurer;
- (b) on the Trustee determining that it is not reasonably practicable to obtain or renew a policy of life insurance on terms acceptable to the Trustee;
- (c) the insurer for any reason terminates a policy of life insurance, or terminates the cover for the Member;

[amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

- (d) the amount standing to the credit of a Member's Benefit Account is insufficient to pay the costs attributable to that Member of providing that cover; or

[amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

- (e) on written election by the Member to the Trustee that cover is to cease.

[amended by Deed of Amendment No 30 operative 01/03/09; amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

7.5 **When an Insured Benefit is payable**

[replaced by Deed of Amendment No 30 operative 01/03/09]

7.5.1 In the event that a Member is eligible to make a claim for an Insured Benefit and has requested the Trustee to make a claim against the insurer under the relevant insurance policy, the Trustee shall, within reasonable time upon receipt of all information required by the insurer, make a claim for the Insured Benefit under the relevant insurance policy against the insurer in respect of the Member.

7.5.2 Where the Trustee has made a claim under subrule 7.5.1 and has received the proceeds of the Insured Benefit from the insurer in respect of the Member, the Trustee shall, within reasonable time upon receipt of the proceeds, pay the proceeds to the Member.

7.5.3 Notwithstanding the foregoing, an Insured Benefit is payable under these Rules to or in respect of a Member if the Member is covered and has provided all information required by the insurer, and the insurer is satisfied that the Member meets the conditions for payment of that benefit set out in the relevant insurance policy.

7.6 **Scope of Insured Benefits cover**

[amended by Deed of Amendment No 30 operative 01/03/09]

7.6.1 Any Insured Benefit cover shall be subject to the terms of the applicable Policy.

[amended by Deed of Amendment No 30 operative 01/03/09]

- 7.6.2 No payment shall be required to be made in respect of a Member in satisfaction of any insurance cover that is greater than the amount received by the Trustee under the Policy in respect of that Member after deduction of all administration charges and expenses and taxes attributable to that amount.
- 7.6.3 The Trustee has no duty:
- (a) to effect insurance cover;
 - (b) to increase insurance cover; or
 - (c) to maintain any insurance policy.
- 7.6.4 The amount of any insurance cover shall be adjusted where appropriate where there is an error in the age, sex or other details of the Member the subject of the insurance cover.
- 7.6.5 If a Member is not satisfied with the amount of the Insured Benefit calculated and paid by the insurer pursuant to the relevant insurance policy or has any complaint in respect of the Insured Benefit, the Trustee shall provide to the Member all information deemed necessary by the Trustee to enable the Member to seek recourse from the insurer. The Trustee shall not otherwise be responsible for the Member's dissatisfaction or complaint in respect of the Insured Benefit other than to take such reasonable steps in relation to any declinature as the group insured in any relevant insurance policy.

[inserted by Deed of Amendment No 30 operative 01/03/09]

7.7 **Change of Insurance Cover**

[inserted by Deed of Amendment No.[36] and [37] operative 30/4/13]

- 7.7.1 Insurance cover applying to a Member may change on transfer from this Division to another Division depending on the terms of the insurance policy or policies.

8. **ACCEPTANCE OF CONTRIBUTIONS**

8.1 **Rules as to acceptance of Contributions**

- 8.1.1 The Trustee will not accept contributions for a Member where:

[replaced by Deed of Amendment No.4 operative 1/7/97]

- (a) Superannuation Law does not permit the Trustee to accept such contributions; or

[amended by Deed of Amendment No.[24] operative 1/7/97]

- (b) the Trustee determines not to accept contributions of a particular type.

- 8.1.2 Despite any other provisions of these Rules, an Employee shall not become a Member where the Trustee is not permitted to accept contributions for that Member or determines not to accept contributions for that Member.

[replaced by Deed of Amendment No.4 operative 1/7/97]

8.1.3 *[deleted by Deed of Amendment No.4 operative 1/7/97]*

8.1.4 *[deleted by Deed of Amendment No.4 operative 1/7/97]*

9. BENEFITS

9.1 Amount of Benefit generally

9.1.1 The Benefit payable to or in respect of a Member under these Rules is an amount equal to the balance at credit in the Member's Benefit Account at the time the Benefit is paid, except as provided by or under these Rules.

9.2 Amount of Basic Death or Invalidity Benefit

[deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

9.3 Amount of Death or Total and Permanent Disablements Benefit

[inserted by Deed of Amendment No 30 operative 01/03/09]

9.3.1 Where death or Total and Permanent Disablement applies, the amount of death or Total and Permanent Disablement benefit payable to or in respect of a Member under these Rules is an amount equal to the balance at credit in the Member's Benefit Account at the time the Benefit is paid (excluding any Insured Benefit) and the amount, if any, payable in respect of the Insured Benefit applying to the Member.

[replaced by Deed of Amendment No.[36] and [37] operative 30/4/13]

9.3.2

[deleted by Deed of Amendment No.[36] and [37] operative 30/4/13]

9.3.3 Despite any other provision of this rule 9.3, a Member is entitled to not more than one amount of the insured benefit under sub rule 9.3.1.

[amended by Deed of Amendment No.[36] and [37] operative 30/4/13]

~~**9.3** Amount of Additional Death or Invalidity Benefit deleted by Deed of Amendment No. 12 operative 1/7/01]~~

9.4 Amount of Temporary Incapacity Benefit

[inserted by Deed of Amendment No.[1] operative 27/4/98; deleted by Deed of Amendment No. 12 operative 1/7/01]

10. PAYMENT OF BENEFITS

10.1 When is a Benefit or Preserved Benefit payable?

10.1.1 The Benefit (including a Preserved Benefit) payable under these Rules is payable by the Trustee to or in respect of a Member in the circumstances in which a Benefit is payable for the purpose of complying with Superannuation Law.

10.2 **When is a death or invalidity Benefit payable under these Rules?**

10.2.1 The Trustee will, if requested by the Member, pay the Benefit the Member is entitled to on the Member suffering Total and Permanent Disablement.
[replaced by Deed of Amendment No 30 operative 01/03/09]

10.2.2 *[deleted by Deed of Amendment No. 12 operative 1/7/01]*

10.2.3 *[deleted by Deed of Amendment No 30 operative 01/03/09]*

10.2.4 *[deleted by Deed of Amendment No. 12 operative 1/7/01]*

10.2.5 *[deleted by Deed of Amendment No. 12 operative 1/7/01]*

10.3 **Retirement on the ground of permanent incapacity**

[amended by Deed of Amendment No. 12 operative 1/7/01] [replaced by Deed of Amendment No 30 operative 01/03/09]

A Member shall not be treated as Totally and Permanently Disabled unless and until:

- (a) in the case where there is no insurance policy, the Member has supplied the Trustee with such medical and other evidence as the Trustee requires to satisfy itself that the Member is Totally and Permanently Disabled;
- (b) in the case where there is an insurance policy, the Member has supplied the Trustee with such medical and other evidence as the insurer requires to satisfy itself that the Member is Totally and Permanently Disabled.

10.4 **Payment on Compassionate Grounds**

[inserted by Deed of Amendment No.[1] operative 27/4/98]

- (a) The Trustee may, on the application of a person who has preserved a Benefit in the Division, and who is not otherwise entitled to be paid a Benefit under this Division, pay the person a Benefit:
 - (i) on the grounds of the former person's severe financial hardship;
 - (ii) on compassionate grounds.
- (b) The Trustee may only pay the Benefit if the Trustee is satisfied that the circumstances are such that a Benefit would be payable on the grounds of severe financial hardship or compassionate grounds as the case may be.
- (c) The amount of the Benefit:
 - (i) is not to exceed the amount that is permitted to be paid on the applicable ground, and
 - (ii) The amount of the Benefit is not to exceed the amount of the balance at credit in the Member's account in this Division when the Benefit is paid.

[replaced by Deed of Amendment No 4 operative 30/6/99]

10.5 **Payment of Temporary Incapacity Benefit**

[inserted by Deed of Amendment No.[1] operative 27/4/98; deleted by Deed of Amendment No. 12 operative 1/7/01]

11. **OTHER PROVISIONS RELATING TO BENEFITS**

11.1 **Power of the Trustee to purchase annuities etc.**

11.1.1 Whenever a Benefit has become payable to or in respect of a Member or former Member under Part 9, 10 or 11, the Trustee must, on a request under this rule 11.1, apply the Benefit, or a specified part of the Benefit in purchasing for the person making a request under this rule 11.2 a right to an annuity or other form of pension from a person nominated in the request.

11.1.2 A request may be made by the Member or former Member or, if the Member or former Member has died, by the Member or Deferred Member's legal personal representatives.

11.2 **Payment of Benefit where Member is dead**

[inserted by Deed of Amendment No.[1] operative 27/4/98; replaced by Deed of Amendment No. 9 operative 27/6/01; replaced by Deed of Amendment [25] operative 23/12/05]

A Benefit payable in respect of a Member who has died is payable in accordance with clause 14.17A.

12. **OTHER ADJUSTMENTS TO ACCOUNTS AND RESERVES**

[inserted by Deed of Amendment No.[1] operative 27/4/98]

The Trustee may, from time to time, adjust any of the accounts and reserves established under this Division as it thinks appropriate for the purposes:

- (a) to reflect a change in circumstances,
- (b) to correct mistakes relating to amounts credited or debited to the accounts or reserves,
- (c) to reflect changes in the law applicable to the accounts or reserves.

13. **Transfer of Members from Division A to Division P**

[inserted by Deed of Amendment No.[42] operative 2/4/14]

13.1 On the Trustee determining in exercise of its powers in clause 6.17 to transfer members from Division A to Division P it shall determine the date for transfer (Transfer Date).

13.2 On the Transfer Date:

- (a) the Member ceases to be a Member for the purposes of this Division A including any liability for Contributions payable by or in respect of the Member; and
- (b) the Member becomes a Member of Division P including any liability for Contributions payable by or in respect of the Member; and

- (c) the balance at credit in the Member's Benefit Account on the Transfer Date must be transferred from Division A and credited, as soon as practicable, by the Trustee to an account to be established to the credit of the Member in Division P; and
- (d) the investment of amounts credited to the account of the Member in Division P, will be invested as far as is practicable in the same manner as they were invested in Division A.

13.3 All insurance contracts and arrangements to which the Member is a beneficiary under Division A continue in force and apply to the transferred Member in the same way as they applied to the Member under Division A immediately before the Transfer Date.

13.4 The salary of the transferred Member for contribution purposes on transfer to Division P will continue to be the Salary for contribution purposes for Division A until another nomination of salary is made.