

## **SCHEDULE 5**

### **DIVISION E – (PSESS)**

This document incorporates the following amendments

Amendment No. 1 dated 27 April 1998

Amendment 4 dated 30 June 1999

Amendment 8 dated 14 August 2000

Amendment 9 dated 28 March 2001

Amendment 12 dated 30 April 2001

Amendment 20 dated 19 November 2003

Amendment 24 dated 23 February 2005

Amendment 25 dated 15 September 2005

Amendment 28 dated 27 February 2008

Amendment 30 dated 30 June 2009

Amendment 31 dated 1 July 2011

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)*)

## CONTENTS

1.	INTERPRETATION .....	3
1.1	Definitions .....	3
1.2	Secondment of Employees .....	7
1.3	Salary of Members .....	7
2.	MAINTENANCE AND ADMINISTRATION OF THIS DIVISION.....	8
2.1	Payments under Division.....	8
2.2	Members' Benefit Accounts .....	9
2.3A	Operational Risk Reserve .....	9
2.3	Additional Benefit Management Reserve .....	10
2.4	Other accounts and reserves and investment funds .....	10
2.5	Adjustment of accounts and reserves for interest etc .....	10
2.6	Deposit funds.....	11
2.7	Management costs arising from Deferred Benefits.....	11
2.8	The Trustee must deduct Tax liabilities from Member's Benefit Accounts. ....	11
3.	CONTRIBUTIONS .....	11
3.1	How does an Employee become a Member under this Division?.....	11
3.2	Contributions may be varied .....	12
3.3	Contributions may be varied in special circumstances.....	13
3.4	Who may apply to be covered for an Additional Benefit?.....	14
3.5	Effect of approval of application for Additional Benefit cover or variation of cover .....	14
3.6	Medical examinations etc may be required of applicant for additional benefit cover or variation of cover .....	15
3.7	When may an application relating to additional benefit cover be refused?.....	16
3.8	When may an approval relating to additional benefit cover be revoked? .....	16
3.9	Effect of, and limits on, revocation of approval.....	17
3.10	Liability of Member to contribute .....	17
3.10A	Other Contributions By Members .....	18
3.11	Compulsory contributions by Employers for purposes of Superannuation Guarantee Charge Acts.....	19
3.12	Liability of Employer to contribute.....	19
3.13	Acceptance of contributions .....	20
3.14	Interest on unpaid contributions .....	20
3.15	Liability for Contributions during leave without pay.....	20
3A	BASIC COVER .....	21
3A.1	Commencement of Cover.....	21
3A.2	Limits on Entitlement .....	21
3A.3	Premium Payable.....	22
3A.4	Cessation of cover .....	22
3A.5	Exclusions.....	22
3B	BASIC COVER BENEFITS .....	23

3C	INSURED BENEFITS .....	24
4.	BENEFITS.....	24
4.1	Benefit at or after early Retirement .....	24
4.2	Benefit on death before Retirement.....	25
4.3	Benefit on total and permanent invalidity before retirement.....	25
4.4	Benefit on Retrenchment or Discharge .....	25
4.5	Benefit on termination of employment before Early Retirement Age.....	27
4.6	Deferred Benefit .....	27
4.7	Deferred Benefit: Member-financed contributions .....	29
4.8	Power of the Trustee to purchase annuities etc .....	29
4.9	Competing claims for Spouses' Benefits .....	29
4.10	How does a Member or other person apply for payment or deferral of a Benefit? .....	29
4A.	DEALINGS WITH FAMILY LAW SPOUSE AMOUNTS.....	30
5.	INSURED BENEFITS .....	30
5.1	Level of Benefits .....	30
5.2	Payment of Basic Insured Cover Premium .....	30
5.3	Members eligible to apply for insured Additional Benefit cover .....	30
5.4	Applications for cover for the insured Additional Benefit.....	30
5.5	Commencement of Insured Benefits .....	31
5.6	When cover under the Insured Benefits ceases .....	31
5.7	When an Insured Benefit is payable.....	31
5.8	Scope of Insured Benefits cover.....	32
6.	MISCELLANEOUS .....	32
6.1	Additional Benefit cover provided by other persons.....	32
6.2	Transfer to Division A.....	33
7.	CLOSURE OF DIVISION E AND TRANSFER OF MEMBERS TO DIVISION A.....	33

## SCHEDULE 5

### DIVISION E - (PSESS)

These are the Rules governing Division E of the Fund. At the Transfer Day the Rules of Division E are intended to reflect the rights, benefits and entitlements of members under the Public Sector Executives Superannuation Scheme, established under the *Public Sector Executives Superannuation Act 1989*, as at the time immediately before the Transfer Day.

#### 1. INTERPRETATION

##### 1.1 Definitions

##### 1.1.1 In these Rules:

***Additional Benefit*** Additional Benefit means the total amount of Benefit approved in relation to a Member under Rule 3.5 (as varied by any subsequent election that is in force).

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

***Additional Benefit Management Reserve*** means the Additional Benefit Management Reserve established under these Rules.***Additional Benefit Premium*** means the premium that, in order to attract the Additional Benefit for a Member, is paid by transfer from the Member's Benefit Account.

***At work*** means being employed by a Division E Employer:

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

- (a) on a casual, temporary or permanent basis to carry out identifiable duties; and
- (b) actually performing those duties or being on fully paid leave except leave caused by sickness or injury;

***Basic Cover*** means Basic Death Cover and Total and Permanent Disability Cover;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***Basic Death Benefit*** means the amount referred to in rule 3B;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***Basic Death Cover*** means being eligible for the Basic Death Benefit in the event of dying;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***Basic Death Premium*** means the charge or premium that, in order to attract the Basic Death Cover for a Member, is deducted from the Member's Benefit Account;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***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 5.1;

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

***Basic Insured Cover Premium*** means the premium that, in order to attract Basic Insured Cover for a Member, is paid from the Member's Benefit Account;

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

**Chief Executive Officer** means:

- (a) a chief executive officer within the meaning of the *Public Sector Management Act 1988*; or
- (b) an employee of an employer specified in Schedule 1 of the *Public Sector Executives Superannuation Act 1989*, 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.

**Contribution Period** means a named month or such other period as may be prescribed.

**Deferred Benefit** in relation to a Member, means a Benefit for which the Member has made provision under rule 4.6 or which a Member elects to have dealt with under that rule.

**Discharged**, in relation to a Member, means that the Member's employment is terminated:

- (a) because the period, or the successive periods, for which the Member was employed has or have ended, or
- (b) because, before the end of a period for which the Member was employed, the employment of the Member is terminated by the Member's Employer,

but does not include a termination of the Member's employment for a breach by the Member of the Member's contract of employment or because the Member is Retrenched.

**Division E Employer** means an employer who agrees to be bound by the terms of Division E but does not include any person that has ceased to participate. When issued in relation to a Member it means the employer or former employer of that person;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

**Early Retirement Age** means the age of 55 years.

**Employee** means a Contributor who is:

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

- (a) a Chief Executive Officer;
- (b) a Senior Executive Officer;
- (c) an officeholder 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) where there has been more than one such cessation of employment as an Employee the later or latest of those cessations of employment.

**Full Normal Duties** means a Member being At Work and in the Trustee's opinion not being restricted by sickness or injury from carrying out:

- (a) the identifiable duties of his or her employment; or
- (b) the duties of his or her usual occupation,

each week on a full time basis being at least 30 hours each week;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

**Insured Benefit** means Basic Insured Cover and any insured Additional Benefit;

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

**Member's Benefit Account** means the Benefit Account established and maintained under rule 2.2 in respect of a Member.

**Monetary Remuneration Payable to a Member** means:

- (a) if the Member is a Chief Executive Officer or a Senior Executive Officer, the monetary remuneration payable in accordance with the *Public Sector Management Act 1988*;
- (b) if the Member is an Executive Officer notified by the Employer to the Trustee, the monetary remuneration payable to the Member as the occupant of the position; or
- (c) if the Member is an office holder nominated for the purposes of section 11A of the *Statutory and Other Offices Remuneration Act 1975*, the remuneration payable to the Member as reduced under that section by the cost of employment Benefits provided to the Member.

**Reserve** means an Account.

**Retire**, in relation to a Member, means cease (otherwise than because of death) in any manner to be employed as an Employee within the meaning of these Rules on or after reaching the Early Retirement Age.

**Retrenched**, in relation to a Member, means that the Member's employment:

- (a) is compulsorily terminated by the Member's Employer on the ground that:
  - (i) the Employer no longer requires the Member's services and, on termination of the Member's employment, does not propose to fill the Member's position;

- (ii) the work that the Member was engaged to perform has been completed; or
  - (iii) the amount of work that the Employer requires to be performed has diminished and, due to that fact, it has become necessary to reduce the number of Employees employed by the Employer, or
- (b) is terminated as a result of the acceptance by the Member of an offer by the Member's Employer of terms of retrenchment made on a ground specified in paragraph (a).

***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 Management Act 1988*; or
- (b) an employee of an authority specified in Schedule 1 of the *Public Sector Executives Superannuation Act 1989*, 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.

***Spouse***

*[amended by Deed of Amendment No.[1] operative 1/7/97; inserted by Deed of Amendment No.12 operative 1/7/01; deleted by Deed of Amendment No. [31] operative 01/07/11]*

***Total and Permanent Disability Benefit*** means the amount referred to in rule 3B;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***Total and Permanent Disability Cover*** means being eligible for the Total and Permanent Disability Benefit in the event of becoming disabled in accordance with rule 4.3.1;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***Total and Permanent Disability Premium*** means the charge or premium that, in order to attract the Total and Permanent Disability Benefit for a Member, is deducted from the Member's Benefit Account;

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

***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, ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, to engage in gainful employment for which the Member is reasonably qualified by education, training or experience;
- (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.

1.1.2 A reference in these Rules to an Employee's employment with an Employer includes a reference to employment as an Employee within the meaning of these Rules with successive Employers.

## 1.2 **Secondment of Employees**

1.2.1 If a Member is on secondment to another Employer, the Salary of the Member for the purposes of these Rules is the Salary that is or is to be provided to the Member by the other Employer.

1.2.2 The Trustee may, determine unconditionally, or subject to conditions, that any one or more of subrules 1.2.3, 1.2.4 and 1.2.5 apply:

- (a) to a Member specified in the determination who is on secondment:
- (i) but not to another Employer, or
  - (ii) otherwise than in a capacity that would qualify the Member as an Employee within the meaning of these Rules,
- or both, and
- (b) generally during the period of that secondment, or during such period as is specified in the order being, in either case, a period commencing before, on or after the date of the determination.

1.2.3 During the period in which this subrule 1.2.3 is determined to apply to a Member on secondment, the Member's Salary is, for the purposes of these Rules, the salary that is or is to be provided in respect of the employment to which he or she is seconded.

1.2.4 During the period for which this subrule 1.2.4 is determined to apply to a Member, the Employer specified in the determination is to be taken to be the Employer from whose employment the Member is seconded.

1.2.5 During the period in which this subrule 1.2.5 is determined to apply to a Member, the Member is, for the purposes of these Rules, to be taken to be employed in a capacity that would qualify the Member as an Employee within the meaning of these Rules.

## 1.3 **Salary of Members**

1.3.1 For the purposes of these Rules, the Salary of a Member is the Salary as last nominated or changed in accordance with this rule 1.3.



- 1.3.2 An amount of Salary for the purposes of these Rules must be nominated to the Employer of a Member by the Member on, or as soon as practicable after, or before becoming a Member. An amount may also be nominated to the Employer by the Member on, or as soon as practicable after, being reappointed, or appointed to another position, as an Employee.
- 1.3.3 The amount nominated is to be not less than the monetary remuneration payable to the Member at the date of nomination and not more than the total value of the remuneration package paid to the Member (less the cost of providing Employer's contributions to superannuation and any performance-related incentive payment), expressed as an annual rate.
- 1.3.4 If the Member fails to nominate an amount of Salary within 28 days of first becoming a Member or within such further period as the Trustee may allow, the Member is taken to have nominated an amount of Salary that is equal to the monetary remuneration payable to the Member at the end of the applicable period.
- 1.3.5 A Member may, from time to time, by notice to the Member's Employer elect to reduce the amount of Salary nominated under this rule 1.3, but not so that the amount is less than the monetary remuneration payable to the Member at the date of the election.
- 1.3.6 A Member may, from time to time, by notice to the Member's Employer elect to increase the amount of Salary nominated under this rule 1.3, but not so as to increase the amount nominated by a percentage of that amount that is more than the percentage by which the remuneration package of the Member has increased since the amount of Salary was last nominated or changed.
- 1.3.7 An Employer must notify the Trustee of a nomination or election under this rule 1.3. Any such nomination or election takes effect on the date of notification to the Trustee or on such other date as the Trustee may determine with the consent of the Member concerned.
- 1.3.8 Nothing in this rule 1.3 requires the nominated amount of Salary to be increased if, because of a variation in the remuneration package of a Member or in the proportions of the remuneration package comprising monetary remuneration and employment benefits of the Member, the amount of Salary as last nominated or changed for the purposes of this rule 1.3 is less than the monetary remuneration of the Member.

## **2. MAINTENANCE AND ADMINISTRATION OF THIS DIVISION**

### **2.1 Payments under Division**

2.1.1 The Trustee is required to cause to be held in Pool A in respect of this Division:

- (a) Contributions or payments made by Employers and Employees;  
*[amended by Deed of Amendment No.[1] operative 27/4/98]*
- (b) income derived from investment of assets held in respect of this Division, and any profit made from realisation of any such investment;
- (c) money borrowed for the purposes of this Division; and

(d) any other amounts payable in respect of this Division.

2.1.2 The Trustee is required to cause to be paid from Pool A in respect of this Division:

(a) management costs incurred by the Trustee in the administration or execution of these Rules;

(b) any Tax;

(c) Benefits payable under these Rules;

(d) Premiums or other amounts payable for the basic death or disability cover or cover for an insured Additional Benefit under these Rules; and

*[replaced by Deed of Amendment No.[25] operative 1/7/05] [amended by Deed of Amendment No 30 operative 01/03/09]*

(e) any other amounts payable in respect of this Division.

## 2.2 **Members' Benefit Accounts**

2.2.1 The Trustee is required to establish and maintain within this Division a separate Benefit Account for each Member.

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

(a) any contributions or payments made by the Member to this Division;

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

(b) any contributions made by the Member's Employer to this Division in respect of the Member; and

(c) any other amounts payable to the Benefit Account.

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

(a) where the Member is covered for the Basic Death Benefit or Total and Permanent Disability Benefit or Basic Insured Cover or Additional Benefit, the amount of any premiums payable by or in respect of the Member;

*[replaced by Deed of Amendment No.[25] operative 1/7/05]; [amended by Deed of Amendment No 30 operative 01/03/09]*

(b) Benefits payable to the Member;

(c) any other amounts payable under these Rules by the Member or from the Member's Benefit Account.

## 2.3A **Operational Risk Reserve**

*[inserted by Deed of Amendment No.[25] operative 1/7/05; amended by Deed of Amendment No. [31] operative 01/07/11]*

2.3A.1 There is to be credited to the Operational Risk Reserve, such amounts as the Trustee determines.

2.3A.2 There is to be debited to the Operational Risk Reserve, any payment of Basic Death Benefits and Total and Permanent Disability Benefits which are in addition to the Member's Benefit Account and are not insured and any management costs associated with the provision of basic death or invalidity cover.

### 2.3 **Additional Benefit Management Reserve**

2.3.1 The Trustee is required to establish and maintain an Additional Benefit Management Reserve.

2.3.2 There is required to be credited to the Additional Benefit Management Reserve:

- (a) the amounts of Additional Benefit Premiums debited to Members' Benefit Accounts under these Rules; and
- (b) Additional Benefits payable by a person with whom the Trustee has made or entered into any contract or arrangement.

2.3.3 There is required to be debited to the Additional Benefit Management Reserve (subject to the terms and conditions of any contract or arrangement made or entered into by the Trustee relating to the provision of Additional Benefits):

- (a) the amounts of any Additional Benefit Premiums payable to or by a person with whom the Trustee or the FSS Trustee Corporation has made or entered into any contract or arrangement; and
- (b) any payment of Additional Benefits.

### 2.4 **Other accounts and reserves and investment funds**

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

2.4.2 Without limiting rule 2.4.1, the Trustee may for the purposes of the investment of this Division and, with the consent of a Member, treat the Member's Benefit Account as belonging to a particular investment fund and may invest the amount held in respect of this Division attributable to the accounts comprising a particular investment fund differently from any other part of this Division.

### 2.5 **Adjustment of accounts and reserves for interest etc**

2.5.1 The Trustee may, from time to time, adjust each of the accounts and reserves established under this Part 2 at a rate fixed by the Trustee, having regard to such matters as the Trustee considers relevant.

2.5.2 The Trustee may, for the purpose of adjusting a Member's Benefit Account before paying out the balance at credit in the account, fix a rate for that purpose only.

2.5.3 In adjusting Members' Benefit Accounts under this rule 2.5, the Trustee may fix different rates for Benefit Accounts that are treated as belonging to different investment funds.

## 2.6 **Deposit funds**

2.6.1 The Trustee may take such steps as are appropriate to establish one or more funds into which may be paid, at the request of the person entitled to it, the whole or part of any Benefit.

## 2.7 **Management costs arising from Deferred Benefits**

2.7.1 The Trustee may from time to time debit from a Member's Benefit Account administrative charges (of such amount as it thinks fit) in relation to a Deferred Benefit.

## 2.8 **The Trustee must deduct Tax liabilities from Member's Benefit Accounts.**

2.8.1 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 Benefit Account the amount of any such Tax.

## 3. **CONTRIBUTIONS**

### 3.1 **How does an Employee become a Member under this Division?**

3.1.1 An Employee who is eligible to become a Member under this Division may at any time lodge with the Trustee an election to become a Member under this Division. A transferred member shall be taken to be a Member of this Division, to have made any election and to have those rights and entitlements that the transferred member had under the Public Sector Executives Superannuation Scheme immediately prior to transfer to this Division.

3.1.2 An election must:

- (a) be in a form approved by the Trustee;
- (b) specify the amount of any Contributions to be paid by the Employee and the Employee's Employer;
- (c) specify the Salary nominated by the Employee under rule 1.3;
- (d) be supported by a certificate by the Employee's Employer that is in a form approved by the Trustee.

3.1.3 The certificate must state:

- (a) the date of birth of the Employee;
- (b) the value of the remuneration package of, and the amount of monetary remuneration payable to, the Employee;
- (c) that the Employer consents to the election to pay any contributions to be paid by the Employer;
- (d) such other matters as the Trustee considers necessary or convenient for the purposes of this rule 3.1.

- 3.1.4 An election made by an Employee is ineffective if, at the time the election would take effect, Superannuation Law does not permit the Trustee.  
*[amended by Deed of Amendment No.[1] operative 27/4/98; Deed of Amendment No.4 operative 1/7/97]*
- 3.1.5 An election takes effect not later than on the first day of the second Contribution Period after receipt by the Trustee of the election, but, when an Employee makes a subsequent election under rule 3.2 or 3.3, ceases to be in force (to the extent to which it specifies the amount of any contributions) immediately before the subsequent election takes effect.
- 3.1.6 If the Trustee approves, an Employee may, before an election made under this rule 3.1 takes effect, amend the election:
- (a) to vary the amount of any contributions to be paid by the Employee or the Employee's Employer, or
  - (b) to specify that contributions are to be paid by the Employee or the Employee's Employer,
- or both.
- 3.1.7 An Employee who is eligible to make an election to become a Member under this Division may do so even though the Employee is a Member of another superannuation fund.
- 3.2 Contributions may be varied**
- 3.2.1 A Member may from time to time lodge with the Trustee an election specifying the amount of any Contributions to be paid under this Division by the Member and the Member's Employer after the election takes effect.
- 3.2.2 An election must:
- (a) be in a form approved by the Trustee;
  - (b) specify the amount of any Contributions to be paid by the Member and the Member's Employer;
  - (c) specify the Salary nominated by the Member under rule 1.3; and
  - (d) be supported by a certificate by the Member's Employer that is in a form approved by the Trustee.
- 3.2.3 The certificate must state:
- (a) the value of the remuneration package of, and the amount of monetary remuneration payable to, the Member;
  - (b) that the Employer consents to the election to pay any contributions to be paid by the Employer; and
  - (c) such other matters as the Trustee considers necessary or convenient for the purposes of this rule 3.2.

- 3.2.4 An election may specify as the commencement date for the Contributions a date that is later than the receipt of the election by the Trustee and is the first day of a named month in a specified year.
- 3.2.5 If the election does not specify a commencement date as provided by subrule 3.2.4, the commencement date for the Contributions is the date that is the first day of the named month that next succeeds the receipt of the election.
- 3.2.6 If a Member makes more than one election during a relevant year for the Member, the amount determined by the Trustee as the cost to the Trustee of dealing with each such election other than the first is payable by the Member to the Trustee within a time allowed by the Trustee.
- 3.2.7 In this rule 3.2:
- relevant year*, in relation to a Member, means a year ending immediately before each anniversary of the date on which the Member became a contributor.
- 3.3 Contributions may be varied in special circumstances**
- 3.3.1 If a Member's Salary changes, the Member may lodge with the Trustee an election to vary or cease to pay any Contributions payable under this Division by the Member or the Member's Employer, or both.
- 3.3.2 The Trustee may, if it is satisfied that a continuation of the amount of Contributions by or in respect of a Member under this Division would result in financial hardship for the Member, accept at any time an election under this rule 3.3 to reduce or cease to pay, as from a date determined by the Trustee having regard to the circumstances of the Member, the amount of Contributions payable under this Division by the Member or the Member's Employer.
- 3.3.3 An election under subrule 3.3.1 or 3.3.2 must:
- (a) be in a form approved by the Trustee;
  - (b) specify the amount of any contributions to be paid by the Member and the Member's Employer;
  - (c) specify the Salary nominated by the Member under rule 1.3; and
  - (d) be supported by a certificate by the Member's Employer that is in a form approved by the Trustee.
- 3.3.4 The certificate must state:
- (a) the value of the remuneration package of, and the amount of monetary remuneration payable to, the Member;
  - (b) that the Employer consents to the election to pay any contributions to be paid by the Employer; and
  - (c) such other matters as the Trustee considers necessary or convenient for the purposes of this rule 3.3.

- 3.3.5 An election:
- (a) takes effect on acceptance by the Trustee or on any earlier or later date determined by the Trustee; and
  - (b) remains in force until a further election made under this rule 3.3 or rule 3.2 takes effect.
- 3.3.6 Subject to Superannuation Law, after an election is accepted by the Trustee, the Trustee must refund any resulting excess of Contributions made to this Division by the Member or the Member's Employer after the election took effect.
- 3.4 **Who may apply to be covered for an Additional Benefit?**
- 3.4.1 An Employee may lodge with the Trustee an application to be covered for an Additional Benefit.
- 3.4.2 An application may be made:
- (a) by an Employee who is not a Member at the time the Employee makes an election to become a Member of this Division; or
  - (b) by a Member at any time, except to the extent that rule 3.9 provides.
- 3.4.3 A Member may, when lodging an election as to Contributions, also lodge with the Trustee an application to vary the total amount of Benefit approved for the person under rule 3.5.
- 3.4.4 An application must:
- (a) be in a form approved by the Trustee;
  - (b) specify the total amount of Benefit that the Additional Benefit cover is intended to secure in the event of an Additional Benefit being payable; and
  - (c) be accompanied by such documents, evidence and information as the Trustee may require.
- 3.5 **Effect of approval of application for Additional Benefit cover or variation of cover**
- 3.5.1 If the Trustee approves an application to be covered for an Additional Benefit it must:
- (a) appoint the day on and from which the cover for the Additional Benefit is to commence; and
  - (b) approve the total amount of Benefit that the Additional Benefit cover is intended to secure for the Member concerned,
- and must notify the applicant accordingly.

- 3.5.2 On approval of an application to be covered for an Additional Benefit, the applicant becomes, and remains, liable for payment of the Additional Benefit Premium (in accordance with subrule 3.5.4).
- 3.5.3 If the Trustee approves an application to vary the total amount of Benefit that the Additional Benefit is intended to secure, it must:
- (a) appoint the day on and from which the variation is to commence, and
  - (b) approve the total amount of Benefit that the Additional Benefit cover is intended to secure for the Member concerned,
- and must notify the applicant accordingly.
- 3.5.4 Payment by or in respect of a Member of an Additional Benefit Premium:
- (a) is to be made at such time or times as is determined by the Trustee;
  - (b) is to be of such an amount or amounts or at such a rate as is determined from time to time by the Trustee; and
  - (c) is to be effected by debiting the Member's Benefit Account.
- 3.5.5 No Additional Benefit Premium is payable by or in respect of a Member if the balance at credit in the Member's Benefit Account is equal to or exceeds the total amount of Benefit approved in relation to the Member under this rule 3.5.
- 3.6 **Medical examinations etc may be required of applicant for additional benefit cover or variation of cover**
- 3.6.1 The Trustee may require a person who applies to be covered for an Additional Benefit or to vary the total amount of Benefit approved for the person under rule 3.5 to comply with any requirement of a person who is providing or arranging additional benefit cover, including:
- (a) submitting to such a medical examination or medical examinations as may be required by the Trustee or person who is providing or arranging additional benefit cover; and
  - (b) the provision of such medical reports, evidence and information as are specified by the Trustee or person who is providing or arranging additional benefit cover.
- 3.6.2 For the purpose of deciding whether or not to approve the application, the Trustee:
- (a) may require the applicant to submit to further medical examinations or provide further medical reports or evidence or information as may be required by the Trustee or any person who is providing or arranging additional benefit cover; and
  - (b) may obtain such evaluations of medical examinations or medical reports as it thinks fit.



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**3.7 When may an application relating to additional benefit cover be refused?****3.7.1 If:**

- (a) a person who applies to be covered for an Additional Benefit or to vary the total amount of Benefit approved for the person under rule 3.5 fails, in the opinion of the Trustee or any person who is providing or arranging additional benefit cover, to pass a medical examination to which the applicant has submitted in accordance with a requirement under rule 3.6;
- (b) the applicant fails to comply with a requirement under rule 3.6; or
- (c) a person who is providing or arranging additional benefit cover advises the Trustee that the applicant will not be covered for an Additional Benefit or any varied amount of Benefit, the Trustee may refuse the application and may, in the case of a person who has applied to vary a Benefit, revoke its approval for the person to be covered for an Additional Benefit.

3.7.2 Nothing in this rule 3.7 prevents the Trustee or a person who is providing or arranging additional benefit cover from refusing an application where the Trustee or person thinks fit.

**3.8 When may an approval relating to additional benefit cover be revoked?**

3.8.1 If, after approving an application to be covered for an Additional Benefit or to vary the total amount of Benefit approved for a person under rule 3.5:

- (a) the Trustee forms the opinion that, in relation to the application, a medical examination of the applicant or any medical report, evidence or other information supplied in respect of the application:
  - (i) an untrue statement was made; and
  - (ii) its approval would not have been given had the untrue statement not been made; or
- (b) the Trustee is notified by a person who is providing or arranging additional benefit cover that a requirement for coverage of the applicant for an Additional Benefit has not been or is not being complied with or that an applicant will not be covered for an Additional Benefit or any additional amount of Benefit,

the Trustee may revoke the approval, and may, in the case of an approval to vary a Benefit, revoke its approval for the person to be covered for an Additional Benefit.

3.8.2 For the purpose of determining whether it is of the opinion referred to in subrule 3.8.1(a), the Trustee may, if it thinks fit, require the applicant, within a time specified by the Trustee or within such further time as the Trustee may allow, to provide information or evidence or medical reports or to undergo a medical examination or examinations, as specified by the Trustee.

3.8.3 On the expiration of that time, or further time, the Trustee may, whether or not the requirement so referred to is complied with, proceed to decide whether or not it is of the opinion referred to in subrule 3.8.1(a).

3.8.4 If the applicant fails to comply with a requirement under subrule 3.8.2, the Trustee may revoke the approval and may, in the case of an approval to vary a Benefit, revoke its approval for the person to be covered for an Additional Benefit.

### 3.9 **Effect of, and limits on, revocation of approval**

3.9.1 If the Trustee revokes an approval for a person to be covered for an Additional Benefit or to vary the total amount of Benefit approved for a person under rule 3.5:

- (a) the person (if a Member) ceases to be covered for the Additional Benefit or any varied amount of Benefit, as the case may be, and, in the case of revocation of approval to be covered for an Additional Benefit, ceases to be liable to pay the Additional Benefit Premium;
- (b) the person (if a Member) is disqualified for 3 years from again applying to be covered for the Additional Benefit or to vary the total amount of Benefit approved for the person, as the case may be; and
- (c) the amount of any Additional Benefit Premium paid by the person (whether a Member or a former Member) before revocation of the approval is not recoverable.

3.9.2 If the payment of an Additional Benefit to a Member is secured by way of insurance provided by a person other than the Trustee, an approval for an Additional Benefit or to vary the total amount of Benefit approved for a person under rule 3.5 may not be revoked under these Rules unless the relevant contract of insurance may (either wholly or to the extent to which it applies to that Member) be lawfully avoided under the *Insurance Contracts Act 1984*.

### 3.10 **Liability of Member to contribute**

3.10.1 If an election by a Member specifying an amount of contributions to be paid by the Member takes effect, the Member becomes, and remains, liable to pay under this Division the Contributions specified in the election and to pay those Contributions in respect of successive Contribution Periods:

- (a) commencing with the Contribution Period in which the election takes effect; and
- (b) ending with the last complete Contribution Period ending on or before the election ceases to have effect or on or before the Member's Exit Date, whichever is the earlier.

- 3.10.2 A Member is not entitled to contribute under this Division, and the Trustee is not to accept a contribution under this Division offered by a Member where
- (a) Superannuation Law does not permit the Trustee to accept such contributions; or
  - (b) The Trustee determines not to accept contributions of a particular type.

*[replaced by Deed of Amendment No.[1] operative 27/4/98; replaced by Deed of Amendment No.4 operative 1/7/97; replaced by Deed of Amendment No. [24] operative 1/7/04]*

- 3.10.3 A Member's Contributions under this Division are to be calculated on the basis of the Contribution Periods applicable to the Member and a Contribution payable in respect of a Contribution Period must be paid to the Trustee at such times as the Trustee requires.

- 3.10.4 A Member's Contributions under this Division are payable to the Trustee by the Member's Employer and the Employer is entitled to deduct those Contributions from any amount or amounts that may become payable by the Employer to the Member, whether as Salary or otherwise.

### **3.10A Other Contributions By Members**

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

- (a) a person who is not required by this Division to contribute to this Division merely because the person is on authorised leave as an employee may elect to contribute to this Division at the rate applicable if the person was so required to contribute.
- (b) this rule applies to a person only if:
  - (i) the leave is for the purposes of raising children of whom the person is a parent, or for whom he or she has assumed the responsibility of a parent, and
  - (ii) he or she has been on that leave for less than seven years consecutively, and
  - (iii) he or she has a statutory or contractual right to resume employment at the end of the leave.
- (c) a person may, at any time, lodge with the Trustee an election to vary or revoke an election under this section;
- (d) an election under this section is to be in a form approved by the Trustee for the purposes of this rule.
- (e) an election under this rule remains in force until it is revoked.
- (f) this rule has effect despite rule 3.15.
- (g) in this rule: authorised leave means:
  - (i) leave approved by the person's Employer, or

- (ii) leave authorised by an agreement certified, or an award made, by a tribunal or body having the authority to do so under a law of the State or the Commonwealth.

**3.11 Compulsory contributions by Employers for purposes of Superannuation Guarantee Charge Acts**

- 3.11.1 An Employer must pay under this Division, for each Member employed by the Employer, an amount determined by the Employer in relation to the Member.
- 3.11.2 The amount determined is to be sufficient to avoid a Superannuation Guarantee Shortfall from arising in respect of the Member for any period during which the Member has been a Member, whether occurring before or after the commencement of this rule.
- 3.11.3 In determining the amount payable by an Employer in relation to a Member, any Contributions paid or payable by the Employer under the *Public Sector Executives Superannuation Act 1989* or these Rules in relation to the Member on or after 1 July 1992 may be taken into account.
- 3.11.4 An Employer's contributions under this Division under this rule 3.11 are to be calculated on the basis of the Contribution Periods applicable to the Members in relation to whom those Contributions are to be made, and a Contribution payable by an Employer in respect of a Contribution Period must be paid to the Trustee at such times as the Trustee requires.
- 3.11.5 This rule 3.11 does not apply to or in respect of a Member who is a contributor to another Superannuation fund or, who is a Member of another Division of this Fund, under which the Member's Employer's contributions are taken into account for the purposes of the Superannuation Guarantee Charge Acts.

**3.12 Liability of Employer to contribute**

- 3.12.1 If an election by a Member specifying an amount of Contributions to be paid by the Member's Employer takes effect, the Employer must pay under this Division an amount equal to the Contributions specified in the election.
- 3.12.2 An Employer's Contributions under this Division are to be calculated on the basis of the Contribution Periods applicable to the Members in relation to whom those Contributions are to be made, and a Contribution payable by an Employer in respect of a Contribution Period must be paid to the Trustee at such times as the Trustee requires.
- 3.12.3 An Employer is not to contribute under this Division in relation to a Member, and the Trustee is not to accept a contribution under this Division offered by an Employer in relation to a Member where:
- (a) Superannuation Law does not permit the Trustee to accept such contributions; or
- (b) The Trustee determines not to accept contributions of a particular type.

*[replaced by Deed of Amendment No.[1] operative 27/4/98; replaced by Deed of Amendment No.4 operative 1/7/97; replaced by Deed of Amendment No. [24] operative 1/7/04]*

### 3.13 **Acceptance of contributions**

- 3.13.1 Despite any other provision of these Rules, an Employer is not required to make a contribution to this Division in respect of a Member, and a Member may not contribute to this Division, during any period specified by the Trustee for which the Trustee determines that it must not accept contributions in respect of the Member.
- 3.13.2 The Trustee may make such a determination only if it is of the opinion that it is necessary to do so in order to comply with Superannuation Law.

### 3.14 **Interest on unpaid contributions**

- 3.14.1 The Trustee may, in a particular case, charge interest calculated on a daily basis at a rate determined by the Trustee on Contributions under this Division for any period during which the Contributions remain unpaid after the time allowed for payment under this Part 3 and any such interest:
- (a) must be paid to the Trustee by the Employer in default; and
  - (b) is not chargeable against any Member.

### 3.15 **Liability for Contributions during leave without pay**

- 3.15.1 In this rule:
- 3.15.2 ***leave without pay*** means a period of leave from employment with an Employer (otherwise than on secondment as referred to in rule 1.2) during which the Member is not entitled to receive payment of Salary from the Employer.
- 3.15.3 ***prescribed leave*** means leave without pay during which the Member on leave is absent from employment with an Employer:
- (a) pursuant to a grant of sick leave;
  - (b) for a period during which the Member receives periodic payments under an Act relating to workers' compensation;
  - (c) pursuant to a grant of maternity leave;
  - (d) pursuant to an agreement with the Employer for the secondment of the Member to employment that is not employment with an Employer;
  - (e) to enable the Member to perform duties that the Employer certifies to be in the interests of the Employer or the State; or
  - (f) on service with the naval, military or air forces of the Commonwealth; or
  - (g) in circumstances approved by the Trustee for the purposes of this rule 3.15.
- 3.15.4 A Member who takes leave without pay that is prescribed leave is liable to make any Contributions under this Division in respect of the Contribution Periods occurring wholly or partly while on prescribed leave that the Member would be liable to make if not on leave.

- 3.15.5 A Member who takes leave without pay that is not prescribed leave:
- (a) is liable to make any Contributions under this Division in respect of the Contribution Period in which the leave that is not prescribed leave commences that the Member would be liable to make if not on leave;
  - (b) is liable to make any such Contributions under this Division in respect of the Contribution Period in which the leave that is not prescribed leave ceases (as determined by the Trustee); and
  - (c) is not liable to make Contributions under this Division in respect of any Contribution Periods between those mentioned in paragraphs (a) and (b).
- 3.15.6 A Member liable to make Contributions under this rule 3.15 is required to pay under this Division in accordance with directions given by the Trustee such Contributions as would have been deducted from the Member's Salary if the Member had continued to be paid Salary by the Employer during the Contribution Period or Periods concerned.

### **3A BASIC COVER**

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

#### **3A.1 Commencement of Cover**

- 3A.1.1 Basic Cover does not apply until the earliest of:
- (a) the first day of the month following the month in which the balance of the Member's Benefit Account first becomes \$1,000 or such other amount determined by the Trustee;
  - (b) the day specified in a notice given by the Member to the Trustee in a form approved by the Trustee; or
  - (c) the day specified by the Trustee in respect of a Member who transferred from another superannuation fund and who complies with the requirements of rule 3A.1.5 and any other requirements specified by the Trustee.
- 3A.1.2 For Basic Cover to commence, a Member must be At Work and performing Full Normal Duties with their Division E Employer at the date that Basic Cover is due to commence under these Rules.
- 3A.1.3 On Basic Cover commencing, a Member shall be liable for payment of premiums in accordance with subrule 3A.3.
- 3A.1.4 A Member transferring from a superannuation fund approved by the Trustee will be entitled to Basic Cover if the balance of the Member's Account is equal to or greater than the amount determined by the Trustee for the purposes of this transfer.

#### **3A.2 Limits on Entitlement**

- 3A.2.1 Each Member shall have a single entitlement to Basic Cover irrespective of whether they hold multiple Member Accounts. A Member may apply in writing to have all cover cease or to have Total and Permanent Disability Cover cease.

### **3A.3 Premium Payable**

3A.3.1 The Basic Death Premium and Total and Permanent Disability Premium payable by each Member covered for the Basic Death Benefit or Total and Permanent Disability Benefit is as follows:

- (a) For Basic Death Cover, such amount as the Trustee requires per week for each week (whether whole or part) during which cover applies.
- (b) For Total and Permanent Disability Cover, such amount as the Trustee requires per week (whether whole or part) during which cover applies.

### **3A.4 Cessation of cover**

3A.4.1 Where Basic Cover is not insured, all cover in respect of a Member shall cease to apply on the earliest of:

- (a) for Total and Permanent Disability Cover, the date the Member ceases to be a Member of Division E, or
- (b) for Basic Death Cover, 30 days after the date the Member ceases to be a Member of Division E;
- (c) the date the Member reaches age 65;
- (d) the date a payment for an amount referred to in rule 3B is made in respect of the Member;
- (e) the date the Trustee accepts the Member's notice that his or her cover is to cease;
- (f) 60 days after the last day of the month during which the balance of the Member's Benefit Account did not meet the minimum balance required by the Trustee as set out in rule 3A.1; or  
*[amended by Deed of Amendment No 30 operative 01/03/09]*
- (g) 30 days after the date the Member ceases to be employed by a Division E Employer.

3A.4.2 All cover for Basic Death or Invalidity Benefits ceases on the date that is the commencement date of the first policy to provide Basic Insured Cover.

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

### **3A.5 Exclusions**

3A.5.1 Despite any other provision of this rule 3A a Member is not entitled to be covered for Basic Cover if the Member has previously elected under this rule 3A not to be covered.

**3B BASIC COVER BENEFITS**

*[inserted by Deed of Amendment No.[25] operative 1/7/05]*

3B.1 A Member who is entitled to be paid a Benefit under Basic Cover is entitled to 5 units of the standard amount calculated in accordance with the table set out below as at the date the Member becomes entitled to Basic Cover:

<b>Age Attained</b>	<b>1 unit of Standard Amount of Basic Cover</b>
Up to 35	\$68,000
36	\$63,800
37	\$63,800
38	\$63,800
39	\$59,500
40	\$54,400
41	\$45,900
42	\$38,300
43	\$31,500
44	\$25,500
45	\$22,100
46	\$18,700
47	\$15,300
48	\$12,800
49	\$11,900
50	\$11,700
51	\$11,100
52	\$10,200
53	\$9,300
54	\$8,300
55	\$7,400
56	\$6,500
57	\$5,600



58	\$4,600
59	\$3,700
60	\$3,200
61	\$2,800
62	\$2,300
63	\$2,300
64	\$1,900
65	Nil

3B.2 A Member is entitled to not more than one amount of the Benefit under subrule 3B.1.

3B.3 The Trustee may vary the amount of Basic Cover.

### 3C Insured Benefits

*[inserted by Deed of Amendment No.[25] operative 1/7/05] [deleted by Deed of Amendment No 30 operative 01/03/09]*

## 4. BENEFITS

### 4.1 Benefit at or after early Retirement

4.1.1 The Benefit provided by this rule 4.1.1 must be paid to a Member by the Trustee:

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

(a) when the Member retires from employment with an Employer on or after attaining the Early Retirement Age, and

*[amended by Deed of Amendment No.[28] operative 01/07/07]*

(b) when the Member attains the age of 65 years and elects to take the benefit.

(c) *[deleted by Deed of Amendment No.[28] operative 01/07/07]*

4.1.2 The Benefit provided by this rule 4.1 is an amount equal to the balance at credit in the Member's Benefit Account at the time the Benefit is paid.

4.1.3 A Member required to have a Benefit paid, or who elects to have a Benefit paid, under this rule may elect to have preserved in this Division an amount equal to the amount of the Benefit, together with interest on the amount from the Exit Date to the date of payment at a rate determined by the Trustee.

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

## 4.2 **Benefit on death before Retirement**

4.2.1 The Benefit provided by this rule 4.2 is payable by the Trustee where a Member dies before retiring from employment as an Employee within the meaning of these Rules and is so payable in accordance with clause 14.17A.

*[amended by Deed of Amendment No.8 operative 1/7/97; amended by Deed of Amendment No.9 operative 27/6/01; amended by Deed of Amendment No.[25] operative 23/12/05]*

4.2.2 The Benefit provided by this rule 4.2 is an amount equal to the sum of:

(a) the balance at credit in the Member's Benefit Account at the time the Benefit is paid; and

(b) if applicable the amount of Basic Cover as set out in rule 3B or the amount of Basic Insured Cover; and

*[inserted by Deed of Amendment No.[25] operative 1/7/05; replaced by Deed of Amendment No 30 operative 01/03/09]*

(c) where an approval under rule 3.5 is in force, the Additional Benefit.

*[renumbered by Deed of Amendment No.[25] operative 1/7/05]*

## 4.3 **Benefit on total and permanent invalidity before retirement**

4.3.1 The Benefit provided by this rule 4.3 is payable by the Trustee to a Member where the Member ceases to be employed as an Employee within the meaning of these Rules and the Trustee is satisfied the Member is Totally and Permanently Disabled.

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

*(a) and (b) [deleted by Deed of Amendment No 30 operative 01/03/09]*

4.3.2 The Benefit provided by this rule 4.3 is an amount equal to the sum of:

(a) the balance at credit in the Member's Benefit Account at the time the Benefit is paid; and

(b) if applicable, the amount of Basic Cover as set out in rule 3B or the amount of Basic Insured Cover; and

*[inserted by Deed of Amendment No.[25] operative 1/7/05; replaced by Deed of Amendment No 30 operative 01/03/09]*

(c) where an approval under rule 4.3 is in force, the Additional Benefit.

*[renumbered by Deed of Amendment No.[25] operative 1/7/05]*

4.3.3 The Trustee is entitled to rely on a certificate by an Employer as to any matter mentioned in subrule 4.3.1 if it thinks fit.

## 4.4 **Benefit on Retrenchment or Discharge**

4.4.1 The Benefit provided by this rule 4.4 is payable by the Trustee to a Member where, before attaining the Early Retirement Age:

(a) the Member is Retrenched or Discharged;

(b) no other Benefit is payable under these Rules (rule 4.5 excepted); and

- (c) the Trustee is provided with a certificate from the Member's Employer confirming that the Member has been Retrenched or Discharged and specifying the ground for the Retrenchment or Discharge.

4.4.2 A Member who becomes entitled to be paid a Benefit under this rule 4.4 may:

- (a) elect to be paid a Benefit provided by subrule 4.4.4 or to have the Benefit transferred to the credit of the Member in another Eligible Fund; or
- (b) elect to make provision for a Benefit provided by subrule 4.4.5.

4.4.3 A Member who, being entitled to make an election under this rule 4.4, fails to make the election within 90 days after being Retrenched or Discharged, is taken to have made an election under subrule 4.4.2(b).

4.4.4 The Benefit provided by this subrule 4.4.4 section is an amount equal to the balance at credit in the Member's Benefit Account at the time when the Benefit is paid.

4.4.5 The Benefit provided by this subrule 4.4.5 is an amount equal to the balance at credit in the Member's Benefit Account at the Member's Exit Date, together with interest on that balance, from the Exit Date to the date of payment, at a rate determined by the Trustee.

4.4.6 The Benefit provided by subrule 4.4.5 is payable by the Trustee:

- (a) when the Member attains the Early Retirement Age;
- (b) if, before attaining that age, the Member dies;
- (c) when the Trustee is satisfied as provided by rule 4.3; or
- (d) in any other prescribed circumstances,

and is so payable in accordance with subrule 4.4.7.

4.4.7 A Benefit provided by subrule 4.4.6 is payable:

*[amended by Deed of Amendment No.8 operative 1/7/97; amended by Deed of Amendment No.9 operative 27/6/01; amended by Deed of Amendment No.[25] operative 23/12/05]*

- (a) except where the Member has died, to the Member; or
- (b) if the Member has died, in accordance with clause 14.17A.

4.4.8 The Trustee must, when a Member becomes entitled to be paid a Benefit under this clause, preserve all or so much of the Benefit as is required to be preserved so as to be consistent with the Superannuation Law.

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

4.4.9 An amount of Benefit preserved under subrule 4.4.8 is not payable except in accordance with subrule 4.6.5 or in any other circumstances permitted by Superannuation Law.

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

#### 4.5 **Benefit on termination of employment before Early Retirement Age**

4.5.1 The Benefit provided by this rule 4.5 is payable by the Trustee to a Member where, before attaining the Early Retirement Age, the Member resigns, or is dismissed or otherwise ceases in any manner to be employed as an Employee and no other Benefit is payable under these Rules.

4.5.2 Subrule 4.5.1 does not apply to a Member who is Retrenched or Discharged.

4.5.3 The Benefit provided by this rule 4.5 is an amount equal to the balance at credit in the Member's Benefit Account at the time the Benefit is paid.

4.5.4 The Benefit provided by this rule 4.5 is not payable except in accordance with rule 4.6 or in any other circumstances permitted by Superannuation Law.

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

4.5.5 *[deleted by Deed of Amendment No.4 operative 1/7/99].*

4.5.6 A Benefit, including any interest paid by the Trustee, under this rule 4.5 that is less than the amount fixed under subrule 4.5.4 is payable by the Trustee to the Member on the Member becoming eligible for the Benefit.

#### 4.6 **Deferred Benefit**

*[renamed by Deed of Amendment No.4 operative 1/7/99]*

4.6.1 If:

- (a) a Member becomes entitled to be paid a Benefit under rule 4.5; and
- (b) the whole or part of the balance at credit in the Member's Benefit Account consists of Contributions paid by the Member's Employer or arises indirectly from any such Contributions, the Member is required, in relation to that part of the Benefit referred to in paragraph (b), to make an election under this rule 4.6.

4.6.2 The Member must elect:

- (a) to make provision for a Benefit provided by subrule 4.6.4; or
- (b) to request the Trustee to transfer the Benefit to the credit of the Member in another Eligible Fund.

4.6.3A The Trustee must, when a Member elects to make provision for a Benefit provided by subrule 4.6.4, preserve all or so much of the Benefit as is required to be preserved so as to be consistent with Superannuation Law.

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

4.6.3B The Trustee may defer the remaining amount of any Benefit if the Contributor in respect of whom the Benefit is payable so elects.

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

4.6.3 \*\*\*\*\*

4.6.4 The Benefit provided by this subrule 4.6.4 is an amount equal to the balance at credit in the Member's Benefit Account at the Member's Exit Date together with interest thereon, from the Exit Date to the date of payment, at a rate determined by the Trustee.

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

4.6.5 The Benefit provided by subrule 4.6.4, subrule 4.4.8 or subrule 4.1.3 is payable by the Trustee:

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

- (a) if the Member dies;
- (b) if the Member ceases to be employed in the circumstances in which a benefit is payable for the purpose of complying with the requirements of the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth for a regulated superannuation fund; or
- (c) in any other circumstances in which a Benefit is payable to comply with any such requirements or may be paid in respect of a Member of such a Fund under any such requirement,

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

and is so payable in accordance with subrule 4.6.8.

4.6.6 The whole or part of a Benefit may be paid under subrule 4.6.5, if such a payment is permitted under the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth in the same circumstances in respect of a regulated superannuation fund.

4.6.7 The whole or part of a Benefit must be paid by the Trustee under rule 4.6 if it is required to be paid under rule 4.6 if it is required to be paid under the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth in respect of a regulated superannuation fund.

4.6.8 A Benefit is payable:

*[amended by Deed of Amendment No.[25] operative 23/12/05]*

- (a) except where the Member has died, to the Member; or
- (b) if the Member has died, in accordance with clause 14.17A.

4.6.9 For the purposes of the payment under rule 4.6.5(c) of a Benefit on compassionate grounds, or severe financial hardship 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.

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

4.6.10 A Benefit payable under rule 4.6.5(c) on compassionate grounds or on grounds of severe financial hardship:

- (a) is to be paid only to a person who has preserved a Benefit in the Division,  
and

- (b) is not to exceed the amount of any such preserved Benefit.

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

- 4.6.11 If an election made under this rule 4.6 by a Member takes effect, a Benefit or part of a Benefit to which the election applies is not payable to, or in relation to, the Member under any other provision of these Rules.

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

#### 4.7 **Deferred Benefit: Member-financed contributions**

*[deleted by Deed of Amendment No.4 operative 1/7/99]*

#### 4.8 **Power of the Trustee to purchase annuities etc**

- 4.8.1 Whenever a Benefit has become payable to or in respect of a Member under this Part 4, the Trustee must, if requested to do so:

- (a) by the Member; or
- (b) if the Member has died, by the Member's Spouse or legal personal representatives, as the case requires, apply the Benefit, or such part of the Benefit as is specified by the Member, Spouse or legal personal representatives, in purchasing for the Member or, as the case may be, the Spouse or the beneficiaries of the Member's estate, a right to an annuity or other form of pension from a person nominated by the Member, Spouse or legal personal representatives.

#### 4.9 **Competing claims for Spouses' Benefits**

*[deleted by Deed of Amendment No.9 operative 27/6/01]*

#### 4.10 **How does a Member or other person apply for payment or deferral of a Benefit?**

- 4.10.1 An application for payment of a Benefit to, or in relation to, a Member, or for deferral of a Benefit under rule 4.4, 4.6 or 4.7, must be made in writing in a form approved by the Trustee for the purpose, be signed by the applicant and be accompanied by:

- (a) except in the case of an application for payment of a Benefit deferred under rule 4.4, 4.6 or 4.7 a certificate by the person who is the Member's Employer at the Member's Exit Date, specifying the Exit Date and the manner of cessation of the Member's employment and such other particulars as may be prescribed; and
- (b) such other documents as the Trustee may require.

- 4.10.2 A Benefit may not be paid or preserved by the Trustee before subrule 4.10.1 has been complied with.

- 4.10.3 The Trustee is entitled to act on the information provided under subrule 4.10.1.

#### **4A. Dealings with Family Law Spouse Amounts**

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

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.

#### **5. INSURED BENEFITS**

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

##### **5.1 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.

##### **5.2 Payment of Basic Insured Cover Premium**

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.

##### **5.3 Members eligible to apply for insured Additional Benefit cover**

If the Trustee has made provision for an insured Additional Benefit a Member may apply to be covered, or to increase the level of cover, for a component of the insured Additional 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.

##### **5.4 Applications for cover for the insured Additional Benefit**

5.4.1 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.

5.4.2 A Member who applies to be covered for the insured Additional 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.

5.4.3 Upon approval of an application for cover for the insured Additional 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.

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## 5.5 **Commencement of Insured Benefits**

5.5.1 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 insured Additional Benefits, the insurer has notified the Trustee of the terms and amounts of cover.

5.5.2 Subsequent to 5.5.1, cover will commence on the date or dates required under the insurance policy or policies relevant to the type of cover.

## 5.6 **When cover under the Insured Benefits ceases**

5.6.1 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; or
- (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.

## 5.7 **When an Insured Benefit is payable**

5.7.1 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.

5.7.2 Where the Trustee has made a claim under subrule 5.7.1 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.



- 5.7.3 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.
- 5.8 **Scope of Insured Benefits cover**
- 5.8.1 Any Insured Benefit cover shall be subject to the terms of the applicable Policy.
- 5.8.2 The Trustee has no duty:
- (a) to effect insurance cover;
  - (b) to increase insurance cover; or
  - (c) to maintain any insurance policy.
- 5.8.3 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.
- 5.8.4 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.
- 6. MISCELLANEOUS**
- 6.1 **Additional Benefit cover provided by other persons**
- 6.1.1 If the Trustee enters into a contract or an arrangement with another person for the insurance by that person, or the arranging of insurance by that person, (on an individual or a group basis) of Members for the purpose of coverage for Additional Benefits under which the Additional Benefits become Insured Benefits, rules 3.4, 3.9, 4.2 and 4.3 (but only in respect of the payment of the Additional Benefit), do not apply to a Member for whom additional cover is, or is to be, arranged except as provided by the contract or arrangement.
- 6.1.2 The contract or arrangement relating to the provision of coverage for Additional Benefits may provide for the following:
- (a) approval of cover;
  - (b) premiums payable for cover;

- (c) conditions of cover;
- (d) revocation of cover;
- (e) information relating to, or to be provided by, the insured person;
- (f) circumstances when the Benefit is payable and determination of Benefit claims.

## 6.2 **Transfer to Division A**

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

6.2.1 A Member may elect, at any time:

- (a) to make provision for a benefit under Clause 4.6; and
- (b) to cease to be a Member and to become a Member of Division A.

6.2.2 An election:

- (a) must nominate an amount of Salary Wages of the Member for the purposes of Division A; and
- (b) may elect to transfer the amount of the benefit under Clause 4.6 to Division A.

6.2.3 On an election taking effect:

- (a) the Member ceases to be a Member for the purposes of this Division including any liability for Contributions payable by or in respect of the Member; and
- (b) if the Member has so elected, the amount of the Benefit payable or required to be preserved in respect of the Member must be paid from the Division and credited, as soon as practicable, by the Trustee to an account to be established to the credit of the Member in Division A.

## 7. **Closure of Division E and transfer of members to Division A**

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

7.1 On the Trustee determining in exercise of its powers in clause 3.11 to close this Division it shall:

- (a) determine the closure date; and
- (b) determine the date for transfer (Transfer Date) of all Members of this Division to Division A (which day may or may not be the same as the closure date).

- 7.2 A Member who is a Member of Division E immediately before the Transfer Date is, on and from that day, transferred from Division E to the Division A.
- 7.3 On the transfer taking effect:
- (a) the Member ceases to be a Member for the purposes of this Division E including any liability for Contributions payable by or in respect of the Member; and
  - (b) the Member becomes a Full Member of Division A 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 E and credited, as soon as practicable, by the Trustee to an account to be established to the credit of the Member in Division A; and
  - (d) the investment of amounts credited to the account of the Member in Division A, will be invested as far as is practicable in the same manner as they were invested in Division E.
- 7.4 All insurance contracts and arrangements to which the Member is a beneficiary under Division E continue in force and apply to the transferred Member in the same way as they applied to the Member under Division E immediately before the Transfer Date.
- 7.5 The Salary of the transferred Member for contribution purposes on transfer to Division A will continue to be the salary for contribution purposes for Division E until another nomination of Salary is made.