

TRUST DEED AND RULES

SA METROPOLITAN FIRE SERVICE SUPERANNUATION SCHEME

Working Copy

as at 15 April 2026

SA METROPOLITAN FIRE SERVICE

SUPERANNUATION SCHEME

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1. INTERPRETATION

1.1 In this Deed and in the Rules –

- (a) the words and expressions defined in the Rules shall unless the context otherwise requires have the meanings assigned to them in the Rules;
- (b) the headings and sub-headings are for convenience of reference only and shall not affect the interpretation of this Deed;
- (c) words importing the singular number include the plural and vice versa and words importing any gender include all other genders as the case may require;
- (d) the words and expressions defined are indicated by capital letters for convenience. The absence of a capital letter shall not alone imply that the word or expression is used with a meaning different from that given by its definition;
- (e) a reference to the relevant requirements or provisions of the Relevant Law or to that which the Relevant Law permits or allows shall be construed to include a reference to the requirements of, and to that which is permitted or allowed under, the standards or other conditions prescribed under the Relevant Law, being standards or other conditions which must be met for the Scheme to secure or to better secure exemption, relief or concessions from or in respect of taxation or any other governmental impost for or in relation to the Scheme, the income of the Scheme, the Corporation or Associated Employer, a Member or any other person who is or may be entitled to a benefit under the Scheme, any benefit which is or may become payable from the Scheme, or the payment of such a benefit.

1.2 Rules – Inconsistency

The Rules (which may be divided into Parts) forming part of this Deed set out the benefits and contributions in relation to the Scheme and otherwise regulate its management. To the extent that the Rules are inconsistent with the provisions of this Deed, the Deed provisions shall prevail.

1.3 Relevant Law

- (a) Whilst the Scheme is not a Regulated Superannuation Fund:
 - (i) any provisions in the Deed and Rules expressed to be subject to the Relevant Law;
 - (ii) any references in the Deed and Rules to anything being permitted only if or to the extent permitted under the Relevant Law; and
 - (iii) any references in the Deed and Rules to anything being required to be performed in accordance with the Relevant Law,must be interpreted as far as practicable as if the Scheme were a Regulated Superannuation Fund.

- (b) The Trustee may take any action or may refrain from taking any action if the Trustee would be empowered to do so under the Relevant Law as if it were the trustee of a Regulated Superannuation Fund.
- (c) For the purposes of this clause 1.3, each reference in the Deed and Rules to "Act", "SIS Act" or "SIS Regulations" (or any words or references from which those terms originate) shall be taken to be a reference to "Relevant Law".

1.4 Applicable Law

The law applicable to the Scheme shall be the law of the State of South Australia.

2. APPOINTMENT AND REMOVAL OF TRUSTEE

2.1 Constitution

The Trustee of the Scheme must be a corporation.

2.2 When Office Vacated

The office of Trustee shall become vacant:

- (a) upon removal by the Corporation where permitted by the Relevant Law; or
- (b) upon removal in accordance with the provisions of the Relevant Law; or
- (c) upon giving at least one month's notice in writing to the Members of the intention of the Trustee to retire, upon the expiration of the said notice period; or
- (d) if the Trustee becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001*; or
- (e) if the Trustee is prohibited from acting as a trustee of a superannuation fund under the Relevant Law.

2.3 Appointment and Removal of Trustee

- (a) The Corporation may in writing appoint a corporation as Trustee or remove any Trustee for the time being provided that:
 - (i) the appointment or removal of the Trustee complies with the Relevant Law; and
 - (ii) the new Trustee undertakes by deed to be bound by and perform the obligations of a Trustee under this Deed and accepts liability for the proper obligations of any outgoing Trustee in its capacity as such.
- (b) Where the Relevant Law provides that Member Representative directors of a Trustee must be appointed, the Trustee must establish and publish rules setting out the procedure for the appointment and

removal of the Member Representative directors in such a manner as required by the Relevant Law.

- (c) An additional independent director of the board of a Trustee may be appointed and removed in accordance with the provisions of the constitution of the Trustee. The additional independent director is not permitted to exercise a casting vote in any proceedings of the board.
- (d) A person may be the Secretary or a director, officer, employee or delegate of the Trustee, and may exercise any power exercisable by virtue of such office or position, notwithstanding that such person is an Employer, or a Beneficiary.
- (e) Where a vacancy occurs on the board of directors of the Trustee the vacancy must be filled in a manner and within any time required by the Relevant Law.

2.4 Remuneration

- (a) The Trustee shall not be entitled to remuneration for its services as a Trustee.
- (b) The Trustee and directors, officers, employees and delegates of the Trustee shall be reimbursed for all reasonable out-of-pocket expenses incurred by them in the carrying out of their duties in terms of this Deed and the Rules.

3. MEETINGS OF THE BOARD OF THE TRUSTEE

3.1 Rules

(a) Quorum

The board of directors of the Trustee may determine the quorum for the transaction of business and may otherwise regulate their meetings as they think fit and, without limiting the generality of the foregoing, may meet in such a manner as they see fit, including meeting in person, by telephone, fax or by audio-visual link.

(b) Resolutions - Votes

Any power, authority, question or discretion may be decided or exercised by a resolution of the board of directors of the Trustee passed at a meeting of the board of directors at which a quorum is present, each director present being entitled to one vote, if at least two-thirds of all the directors of the Trustee vote in favour of the resolution. The Chairman does not have a second or casting vote. A resolution in writing signed by at least two-thirds of the directors of the Trustee (whether in one or more documents) shall have the same effect and validity as a resolution duly passed at a meeting of the board of directors of the Trustee.

3.2 Minutes

- (a) The Trustee shall cause proper minutes to be kept and entered in a minute book of all Trustee board resolutions and proceedings relating to the carrying out of the provisions of this Deed and the Rules.
- (b) Minutes of all meetings of Trustee board shall be confirmed by signature of the Chairman of the next meeting.
- (c) Copies of all such minutes shall be sent to all directors of the Trustee within seven days of their being confirmed.

4. TRUSTEE - LIABILITY AND INDEMNITY

4.1 No Personal Liability

Neither the Trustee nor any director or officer of the Trustee shall be under any personal liability in respect of any loss or breach of trust relating to the Scheme or to any benefits of a Member, unless the same shall have been due to the Trustee's or the director's or officer's own dishonesty or wilful default. Without limiting the generality of the foregoing, the Trustee and any director or officer of the Trustee shall not be liable for any prejudice claimed to have been suffered by a Member arising out of the calculations by the Trustee of any benefit.

4.2 Indemnity - Lien

Subject to compliance with the relevant requirements of the Relevant Law -

- (a) each of the Trustee and the directors and officers of the Trustee shall be indemnified out of and to the extent of the assets of the Scheme against all liabilities incurred by them in the execution or attempted execution or in respect of the non-execution of the trusts, authorities, powers and discretions contained in this Deed, PROVIDED THAT the provisions of this sub-clause 4.2(a) shall not apply where the said liabilities shall have been due to their own dishonesty or wilful default;
- (b) without limiting the generality of sub-clause 4.2(a), the indemnity provided shall apply to any payment made in respect of a Member to any person whom the Trustee bona fide believes to be entitled to the payment;
- (c) each of the Trustee and the directors and officers of the Trustee shall have a lien on and may use any money for the time being in the hands or coming into the hands of the Trustee for the above indemnity and also for the payment of all proper legal and other costs, charges and expenses of administering or winding up the Scheme and otherwise of performing their duties under this Deed.

5. TRUSTEE - POWERS ETC - INTERPRETATION OF DEED

5.1 Powers and Discretions

The Trustee in the exercise of the powers, authorities and discretions vested in it by this Deed and the Rules shall have an absolute and uncontrolled discretion and may exercise enforce or delegate or refrain from exercising

enforcing or delegating all or any of those powers, authorities or discretions from time to time and at any time.

5.2 Disputes as to Interpretation

The decisions of the Trustee as to the interpretation and effect of this Deed and the Rules shall be final.

5.3 General

The Trustee shall have power to do all things it considers reasonably necessary or desirable for the proper administration maintenance and preservation of the Scheme in accordance with the terms and conditions of this Deed.

5.4 Direction of Trustee

Any Rule which permits the Trustee to be subject, in the exercise of any of the Trustee's powers under these Rules, to direction by any other person other than in accordance with of the Relevant Law, is void.

5.5 Exercise of Discretion

Any Rule which permits a discretion to be exercised by a person other than the Trustee, is void to the extent that it permits the discretion to be exercised other than in accordance with of the Relevant Law.

5.6 Complying Fund

The Trustee shall have power to do anything that the Trustee considers necessary or desirable in order to satisfy the requirements of the Relevant Law and to ensure that the Scheme is an exempt public sector superannuation scheme under the SIS Act and to refrain from doing anything that the Trustee considers would contravene or fail to comply with those requirements.

5A. ADMINISTERED SCHEME

5A.1 The Trustee may from time to time elect to make an application to the Minister under Schedule 3 of the Superannuation Act seeking a declaration by the Minister as to one or more of the following:

- (a) that the Scheme be a scheme and a fund established under the Superannuation Act;
- (b) that the Scheme be administered by Super SA;
- (c) that the Scheme be invested and managed by the Superannuation Funds Management Corporation of South Australia.

5A.2 The Trustee may do anything necessary or desirable in order to make an application to the Minister pursuant to sub-clause 5A.1 and without limitation if the Superannuation Act requires an act to be done that relates to such an application or declaration authority is given to the Trustee for that act to be done.

5A.3 For the avoidance of any doubt and notwithstanding any other provision of this Deed, if the Minister makes a declaration that the Scheme be a scheme and a fund established under the Superannuation Act then:

- (a) the Scheme is not to be regarded as discontinued for the purposes of clause 12 or otherwise pursuant to the terms of this Deed;
- (b) a Member is not to be regarded as having ceased to be a Member; and
- (c) an Employer is not to be regarded as having ceased contributions or as having given notice to cease contributions,

as a consequence of such declaration.

5A.4 For the purposes of this clause 5A, the term "Minister" has the same meaning as it has under the Superannuation Act.

5B. INVESTMENTS – FUNDS SA

5B.1 Notwithstanding:

- (a) clauses 7 and 8 of this Deed; and
- (b) any provision of the *Trustee Act 1936*,

but subject to sub-clause 5B.2, if the Minister makes a declaration that assets of the Scheme be invested and managed by the Superannuation Funds Management Corporation of South Australia (**Funds SA**), from the date the declaration takes effect:

- (c) in accordance with Part 3 of Schedule 3 of the Superannuation Act, Funds SA shall be responsible for the investment and management of the assets of the Scheme that are transferred to Funds SA; and
- (d) the Trustee's responsibility in connection with the investment and management of the assets of the Scheme that are transferred to Funds SA shall be limited in accordance with Part 3 of Schedule 3 of the Superannuation Act.

5B.2 If any assets of the Scheme are invested and managed by Funds SA in accordance with a declaration by the Minister under Schedule 3 of the Superannuation Act the Trustee may, at any time, determine to withdraw all or part of the assets of the Scheme from the fund established by Funds SA under Part 3 of Schedule 3 of the Superannuation Act, for the purpose of giving effect to alternative investment arrangements in accordance with clauses 7 and 8 of this Deed. For the avoidance of doubt the assets withdrawn pursuant to such a determination by the Trustee will, from the date of such withdrawal, no longer be invested and managed by Funds SA in accordance with Schedule 3 of the Superannuation Act.

5B.3 For the purposes of this clause 5B, the term "Minister" has the same meaning as it has under the Superannuation Act.

6. AUTHORITY TO SIGN

6.1 By Trustee

Subject to sub-clause 6.2 any director of the Trustee may execute all documents in respect of new Members under the Scheme and any two directors of the Trustee may sign or endorse cheques and sign all other documents relating to existing Policies, money payable or otherwise required in connection with the Scheme.

6.2 Power to Delegate

- (a) The Trustee may by resolution authorise any Insurer, Investment Manager, Fund Administrator or Custodian Trustee to draw and sign cheques in favour of the Member, the Member's Dependents or Legal Personal Representative for benefit payments under the Scheme and authorise any two or more persons, whether or not any of them are directors of the Trustee, to sign or endorse cheques and to sign all documents required in connection with the Scheme relating to investments, Policies and money payable.
- (b) Prompt notice of the authorisation shall be given by the Trustee to the Corporation and Associated Employer and to the Insurer, Investment Manager, Fund Administrator or Custodian Trustee.

7. APPOINTMENT OF MANAGERS, ADMINISTRATORS, ETC

7.1 Investment Managers and Custodian Trustees

Subject to compliance with the Relevant Law -

- (a) without limiting the generality of the powers, authorities and discretions conferred on the Trustee under this Deed, the Trustee may appoint such one or more persons as it may think fit to act as Investment Manager or Custodian Trustee subject to such conditions as the Trustee may determine and may delegate to and confer upon each Investment Manager or Custodian Trustee such powers, authorities or discretions as the Trustee may think fit;
- (b) the Trustee shall not be liable or responsible for any act, omission, error, judgement, negligence or breach of trust of any Investment Manager or Custodian Trustee and shall not be bound to take proceedings against any Investment Manager or Custodian Trustee in respect thereof;
- (c) the Trustee may pay out of the Scheme to any Investment Manager or Custodian Trustee such remuneration for its services as the Trustee considers proper and may remove an Investment Manager or Custodian Trustee or alter the terms of its appointment as the Trustee sees fit by notice in writing to the Investment Manager or Custodian Trustee signed by or on behalf of the Trustee;

- (d) any powers, authorities or discretions delegated by the Trustee to an Investment Manager or Custodian Trustee may be exercised by that Investment Manager or Custodian Trustee alone or jointly with the Trustee as the Trustee in its discretion shall determine, PROVIDED THAT any exercise of power, authority or discretion by an Investment Manager or Custodian Trustee shall be on behalf of the Trustee.

7.2 Fund Administrator

Subject to compliance with the Relevant Law -

- (a) without limiting the generality of the powers, authorities and discretions conferred on the Trustee under the Deed, the Trustee may appoint a Fund Administrator of the Scheme on such terms and conditions and on such remuneration as the Trustee shall think fit and the Trustee may remove any Fund Administrator and appoint another in its stead by notice in writing to the Scheme Administrator signed by or on behalf of the Trustee;
- (b) the Trustee may vest in a Fund Administrator such duties, powers, authorities or discretions in relation to administration and management of the Scheme as the Trustee shall think fit and may likewise alter or extend the duties and powers of a Fund Administrator. Subject to the foregoing and to any directions by the Trustee a Fund Administrator may have the following duties and powers-
 - (i) the collection of amounts contributed or to be contributed to the Scheme and the transfer of money and assets to and from any Investment Manager or Custodian Trustee appointed pursuant to this Deed;
 - (ii) the collection, recording and dissemination of information about membership, contributions and other information for the purposes of the Scheme;
 - (iii) the establishment and maintenance of accounts and membership, contributions and other necessary records;
 - (iv) the calculation of benefits as required by the Trustee or an Employer and the payment of benefits in accordance with the Rules;
 - (v) the provision and maintenance of any computer network and associated enquiry facilities necessary to support the administration of the Scheme; and
 - (vi) the arrangement of insurance with an Insurer of Death and Total and Permanent Disablement benefits and the payment of premiums and other outgoings in respect thereof;

and where more than one Fund Administrator is appointed, they shall each have the particular powers and duties determined by the Trustee.

7.3 Statement Of Authority

A certificate in writing from the Trustee stating who at the date of the certificate is authorised to act as an Investment Manager, Custodian Trustee or Fund Administrator of the Scheme shall be conclusive and binding in relation to any dealing by any person with any such Investment Manager, Custodian Trustee or Fund Administrator.

8. INVESTMENTS

8.1 Subject to sub-clause 8.2 the Trustee may, in its name or under its control, invest the whole or any part of the moneys or assets of the Scheme in any one or more of the following forms of investment (whether in Australia or elsewhere) with power from time to time to sell, vary, transpose, convert or obtain temporary finance against any of the investments of the Scheme -

- (a) any investment authorised by law for the investment of trust funds;
- (b) the purchase of or subscription for shares, stock, debentures or securities of any kind in any corporation whether those shares, stock, debentures or securities are fully or partly paid up;
- (c) deposits at call or otherwise with any bank, Insurer or financial institution;
- (d) a superannuation Policy or any other type of Policy effected with an Insurer and in the payment of premiums thereon;
- (e) the purchase of any real property, and the improvement and extension thereof;
- (f) any first or second mortgage of real property;
- (g) (with the written consent of the Corporation) any other form of investment without being limited by any of the foregoing paragraphs which could be made by the Trustee if acting personally, PROVIDED THAT the Trustee shall comply with the Relevant Law in making those investments.

8.2 Except as otherwise permitted by the Relevant Law -

- (a) money of the Scheme shall not be lent to any of the Members either directly or by means of arrangements being entered into for lending money to the Members in the exercise of a general power of investment of assets of the Scheme;
- (b) the Trustee shall not borrow or maintain an existing borrowing of money whether by way of a secured or unsecured loan, otherwise than to secure temporary finance by way of overdraft with an eligible bank within the meaning of the Relevant Law or otherwise approved for the purposes of the Relevant Law;
- (c) any investment of any of the assets of the Scheme, other than a prescribed investment within the meaning of the Relevant Law, shall be made on an "arm's length" basis.

8A. PORTFOLIOS

8A.1 On and from 1 November 2007 the Scheme will be notionally divided by the Trustee into the following Portfolios:

- (a) Cash Portfolio;
- (b) Capital Defensive Portfolio;
- (c) Conservative Portfolio;
- (d) Moderate Portfolio;
- (e) Balanced Portfolio;
- (f) High Growth Portfolio.

8A.2 The Trustee must maintain Portfolios in such a way as to identify the assets and liabilities (other than liabilities for benefits) of the Scheme which are attributed from time to time to each Portfolio. However, in doing so, the Scheme is to be construed as one trust and a Portfolio does not constitute a separate trust.

8A.3 The Trustee must divide each Portfolio into Units.

8A.4 Units may be consolidated or divided as determined by the Trustee.

8A.5 The Trustee may establish a new Portfolio at any time by resolving to establish the new Portfolio and naming the new Portfolio.

8A.6 The Trustee may change the name of any Portfolio without having to provide notice to Members.

8A.7 The Trustee may:

- (a) combine two or more Portfolios;
- (b) divide one or more Portfolios;
- (c) close any Portfolio; and

in any of those instances, the Trustee may reallocate Units and the interests of Members represented by those Portfolios or reallocate assets and liabilities of the Scheme to the Portfolios as the Trustee considers appropriate.

8A.8 Notwithstanding any other provision of this Deed and the Rules, the liability of the Trustee to pay benefits to a person relates to all the assets of the Scheme and is not attributable to any particular Portfolio.

8B. VALUATION OF PORTFOLIOS

8B.1 The Trustee must cause each Portfolio to be valued at times which the Trustee considers appropriate.

8B.2 The Trustee may set down the principles for valuing the whole or any part of the Portfolios.

- 8B.3 The Trustee may engage any person whom the Trustee considers to be appropriately qualified and experienced to value any Portfolio.
- 8B.4 The Trustee must determine for each Portfolio:
- (a) the period during which the issue price for Units will apply;
 - (b) the period during which the redemption price for Units will apply.
- 8B.5 The Trustee may determine as it considers appropriate in relation to the Scheme to:
- (a) apportion any current or future tax benefit, liability or credit or provision for these amounts between Portfolios;
 - (b) apportion any current or future expenses or liabilities or provision for these amounts between Portfolios; and
 - (c) adjust the interests of Members having regard to the apportionment.

8C. UNITS

- 8C.1 All Units in a Portfolio have an equal value.
- 8C.2 The Trustee will determine the price at which Units are issued to a Member or otherwise and the price at which Units are redeemed. The Trustee may apply rounding assumptions in determining the price of Units. For the avoidance of doubt, the Trustee may change its rounding assumptions as it determines appropriate.
- 8C.3 The price at which Units are issued and redeemed may be determined by the Trustee at any time (including more than once a day) and must be determined by the Trustee at least once a month.
- 8C.4 The number of Units to be applied to a Portfolio upon allocation of Units in that Portfolio to a Member or otherwise is determined by dividing:
- (a) the amount to be applied to the Portfolio less any taxes, costs, charges, expenses, outgoings or fees or provisions for any of them which the Trustee may apply in respect of that amount; by
 - (b) the issue price of the Units for that Portfolio at the time of issue.
- The Trustee may round the number of Units to a fraction of a Unit if the Trustee considers it appropriate.
- 8C.5 The Trustee may for any purpose required for the proper administration of the Scheme make an allocation or notional allocation of Units to a payment or other amount as it considers appropriate.
- 8C.6 The Trustee may redeem Units (including fractions of Units) allocated to a Member to:
- (a) pay any benefit to or in respect of the Member;
 - (b) transfer assets from the Scheme in respect of the Member;

- (c) meet any taxes, costs, charges, expenses, outgoings or fees or provisions for any of them that the Trustee considers appropriate in relation to the Member; or
- (d) switch an amount to another Portfolio.

8C.7 The number of Units in a Portfolio in respect of a redemption of Units is determined by dividing:

- (a) the amount to be redeemed from the Portfolio less any taxes, costs, charges, expenses, outgoings or fees or provisions for any of them which the Trustee may apply in respect of that amount; by
- (b) the redemption price of Units on the date of redemption.

The Trustee may round the number of Units to a fraction of a Unit if the Trustee considers it appropriate.

8C.8 The Trustee may determine the order in which Units from one or more Portfolios are redeemed to meet payments or transfers from the Scheme.

8D. FRACTIONAL UNITS

Units may be issued in fractions, and Units may be redeemed to leave fractions, to two decimal places or as determined by the Trustee and where a Member's interest comprises more than one fraction of a Unit, the Trustee may consolidate those fractions and the value of, and the rights and obligations attaching to, a fractional Unit will be in proportion to a whole Unit.

8E. CONSOLIDATION OR SUBDIVISION OF UNITS

The Trustee may consolidate or subdivide the number of Units on issue in respect of the Scheme or any Portfolio and any consolidation or subdivision must apply equally to all Units on issue for the Scheme or the Portfolio as the case may be.

8F. PORTFOLIO CHOICE

8F.1 A Member may from time to time elect by notice in writing to the Trustee, in a form approved by the Trustee, to have the following amounts applied towards Units allocated to the Member in any one or more Portfolios selected by the Member, in accordance with this clause 8F:

- (a) if the Rules Applicable to Standard Members apply to the Member:
 - (i) the balance of the Member's Rollover Account (if any) maintained under rule 5A;
 - (ii) the balance of the Member's Additional Voluntary Member Contribution Account (if any) maintained under sub-rule 4.1A;
 - (iii) the balance of the Member's Surplus Account (if any) maintained under sub-rule 6.6(h);
 - (iv) the balance of the Member's Parked Benefit Account (if any);

- (v) the balance of the Total and Permanent Disablement benefit payable under sub-rule 12.2A (if any);
 - (vi) the Member's benefit that has been retained in the Scheme under any of sub-rules 14.3(e) and 14.3A(cc) (if any);
 - (b) if the Rules Applicable to Retained Firefighters apply to the Member, the balance of the Member's Accumulation Account maintained under rule 4A;
 - (c) if the Member is a Spouse Member, the balance of the Spouse Member Account maintained under clause 9C.3 of this Deed.
- 8F.2 For the avoidance of doubt, any election made by a Member pursuant to clause 8F.1 will not apply in respect of Units notionally allocated by the Trustee to the balance of the Member's Surcharge Account maintained under clause 22A of this Deed. The balance of the Member's Surcharge Account will be taken to be invested in the High Growth Portfolio or such other Portfolio as the Trustee may determine to be appropriate upon the recommendation of the Actuary.
- 8F.3 Without limiting sub-clause 8F.1, a Member's investment election must set out one or more Portfolios to be attributable to each of:
- (a) the accrued balance of all of the amounts referred to under sub-clause 8F.1 – as determined at the time the Trustee gives effect to such election; and
 - (b) all future amounts arising (if any) in respect of the amounts referred to under sub-clause 8F.1 – relating to the period following the determination made under paragraph (a),
- to the extent such amounts are applicable to the Member from time to time.
- An increase in the value of any Units allocated to one or more Portfolios in respect of the Member's interest described under paragraph (a) shall not be included as a future amount to which paragraph (b) applies.
- 8F.4 Neither sub-clause 8F.1 nor sub-clause 8F.3 apply to the extent that a Member's benefit is taken to be allocated to Units in a Portfolio under clause 8H.
- 8F.5 The Trustee must give effect to a Member's election properly made pursuant to this clause 8F as soon as is reasonably practicable after written notice of the election has been received in the approved form. A new election properly made and accepted by the Trustee replaces any previous election made by the Member.
- 8F.6 Notwithstanding any election made by a Member under this clause 8F, but subject to clause 8H, if and to the extent that a Member's benefit is represented by amounts that are not referred to in sub-clause 8F.1 (such that sub-clause 8F.1 and 8F.3 have no application), the Trustee must allocate assets of the Scheme representing such amounts to Units or notional Units in the High Growth Portfolio or such other Portfolio as the Trustee may determine to be appropriate upon the recommendation of the Actuary.

8F.7 Subject to clause 8H, if and to the extent that:

- (a) a Member has not made an election in accordance with this clause 8F (including if, in the Trustee's opinion, for any reason an election has not been properly made by a Member) with respect to one or more Portfolios into which all or any part of the amounts referred to under sub-clauses 8F.1 and 8F.3 (to the extent that those amounts are applicable) are to be applied; or
- (b) all or such part of the balance, at the time of the election, of the amounts referred to under clause 8F.1 (to the extent that those amounts are applicable) for which a Member wishes to select one or more Portfolios, does not exceed a minimum amount (if any) determined by the Trustee from time to time for application to a Portfolio,

the Member is deemed to have elected to apply such amounts to the High Growth Portfolio or to such one or more Portfolios as the Trustee may determine to be appropriate.

8F.8 The Trustee has absolute discretion to determine that an election has not been properly made under this clause 8F including, without limitation, if any aspect of the notice is incomplete, illegible, ambiguous or it appears not to have been signed by the Member. On written application by a Member the Trustee may determine to cancel an election and such cancellation shall have effect from a day determined by the Trustee.

8G. SWITCHING

8G.1 A Member may elect to switch amounts between Portfolios attributable to the Member, and the Trustee may, in its discretion, permit the switch and approve the manner in which it is to take place.

8G.2 If the Trustee considers it necessary, the Trustee may switch amounts between Portfolios attributable to a Member at any time without the consent of the Member.

8G.3 An amount switched to or from a Portfolio must be treated as an amount paid to and from the Scheme for the purpose of issuing and redeeming Units in the Portfolios.

8G.4 The Trustee may apply a fee to a Member for switching between Portfolios.

8H. AUTOMATIC SWITCHING AND ADJUSTMENT ON DEATH, TOTAL AND PERMANENT DISABLEMENT AND RETIREMENT

8H.1 This clause 8H applies notwithstanding any election made by a Member under clause 8F or the allocation or notional allocation of amounts or assets to Units required by any other provision of clause 8F.

8H.2 Upon being notified of the death of a Member, the Trustee must as soon as practicable switch all Units (including notional Units) representing that Member's death benefit to Units in the Cash Portfolio and the Member's death benefit must remain so allocated (or notionally allocated) until the date it is paid. The Trustee must determine the Member's death benefit as if the entire death benefit had been allocated (or notionally allocated) to Units in the Cash

Portfolio for the period from the date of death to the date the death benefit is paid.

8H.2A Upon the Trustee approving the payment of a Total and Permanent Disablement benefit to a Member under rule 12.1 of the Rules Applicable to Standard Members:

- (a) the Trustee must as soon as practicable switch all Units (including notional Units) representing the balance of the Total and Permanent Disablement benefit payable described in sub-rule 12.2A(b) to Units in the Cash Portfolio, and that portion of the Total and Permanent Disablement benefit must remain so allocated (or notionally allocated) until the earlier of:
 - (i) the date that balance of the Member's benefit is paid to or in respect of the Member; and
 - (ii) the date the Member elects, or is deemed to have elected, in accordance with another provision of the Deed (other than clause 8F.6) to allocate or switch such Units to Units in another Portfolio; and
- (b) the Trustee must determine the Member's benefit as if that balance of the Member's benefit had been allocated (or notionally allocated) to Units in the Cash Portfolio for the period from the date on which the Trustee approved payment of a Total and Permanent Disablement benefit to the Member until the earlier of:
 - (i) the date that balance of the benefit is paid to or in respect of the Member; and
 - (ii) the date the Member elects, or is deemed to have elected, in accordance with another provision of the Deed (other than clause 8F.6), to allocate or switch such Units to Units in another Portfolio.

8H.3 If and to the extent that a Member's crystallised retirement benefit is represented by Units or notional Units to which clause 8F.6 applies following the Retirement of the Member:

- (a) the Trustee must switch all such Units (including notional Units) to Units in the Cash Portfolio as soon as practicable after being notified that the Member has Retired, and that portion of the benefit must remain so allocated (or notionally allocated) until the earlier of:
 - (i) the date that portion of the benefit is paid to or in respect of the Member; and
 - (ii) the date the Member subsequently elects, or is subsequently deemed to have elected, in accordance with another provision of the Deed (other than clause 8F.6), to allocate or switch such Units to Units in another Portfolio; and

- (b) the Trustee must determine the Member's benefit as if that portion of the Member's benefit had been allocated (or notionally allocated) to Units in the Cash Portfolio for the period from the Retirement Date until the earlier of:
 - (i) the date that portion of the benefit is paid to or in respect of the Member; and
 - (ii) the date the Member elects, or is deemed to have elected, in accordance with another provision of the Deed (other than clause 8F.6), to allocate or switch such Units to Units in another Portfolio.

8H.4 The Trustee may request a certified copy of the Member's death certificate or such other evidence as the Trustee may require to determine the date of death of a Member for the purposes of clause 8H.2.

8H.5 For the purposes of clause 8H.3:

- (a) a Member will be taken to have "Retired" where the Member has become entitled to a benefit under Rule 7 or Rule 8 of the Rules for the Management of SA Metropolitan Fire Service Superannuation Scheme - Part Applicable to Standard Members (and "Retirement" will have a corresponding meaning); and
- (b) a Member's "Retirement Date" is the date the Member Retires.

9. CONTRIBUTIONS

The Corporation and Associated Employer shall promptly pay to the Trustee or as directed by it –

- (a) all contributions deducted from the Salary of each Member in accordance with the Rules; and
- (b) out of the Corporation's or Associated Employer's own money (subject as provided below) the Corporation's or Associated Employer's contributions in accordance with the Rules.

9A. CONTRIBUTIONS BY OTHER EMPLOYERS

Where a Member of the Scheme temporarily leaves the Service of the Corporation or Associated Employer to take up Service with another employer ("the Employer") as a result of:

- (a) secondment from the Corporation or Associated Employer;
- (b) transfer by the Corporation or Associated Employer; or
- (c) leave without pay approved by the Corporation or Associated Employer for the purpose of taking up Service with the Employer;

the Trustee and the Corporation or Associated Employer may enter into arrangements with the Employer under which the Employer becomes eligible to make contributions to the Scheme on behalf of that Member and the Member is permitted to continue to

contribute as if the Member was still in the Service of the Corporation or Associated Employer.

9AA. GOVERNMENT CO-CONTRIBUTIONS

The Trustee may accept a Government co-contribution in respect of a Member and any such amount will be paid into that Member's Additional Voluntary Member Contribution Account in the case of a Standard Member or, in the case of a Retained Firefighter, to the Member's Accumulation Account, or treated in any other manner that the Trustee determines is appropriate.

9B. ASSOCIATED EMPLOYERS

9B.1 Admission of Associated Employer

The Trustee may admit an entity to participate in the Scheme as an Associated Employer if:

- (a) the entity is:
 - (i) a Minister of the Crown in the right of South Australia; or
 - (ii) a corporate entity under the control and direction of a Minister of the Crown in the right of South Australia;
 - (iii) an agency of the Crown in the right of South Australia;
 - (iv) an entity with the power to appoint persons to a position of employment within an administrative unit of an agency of the Crown in the right of South Australia;
 - (v) any other incorporated entity;

and

- (b) Members of this Fund who originally joined the Scheme whilst in the Service of the Corporation and have since remained Active Members of the Scheme are transferred to the Service of the entity; and
- (c) the Corporation consents; and
- (d) the entity delivers to the Trustee an executed Deed of Adoption in such form as the Trustee may from time to time prescribe, or such other agreement as the Trustee permits.

9B.2 Associated Employer Bound by Deed

Each Associated Employer agrees to be bound by this Deed and the Rules.

9B.3 Date of Admission of Associated Employer

Where the Trustee admits an entity as an Associated Employer under sub-clause 9B.1, the entity is deemed to be admitted to the Scheme on the date on which the Members of this Scheme are transferred from the Service of the Corporation or another Associated Employer to the Service of the new Associated Employer.

9B.4 Termination of Associated Employer

The participation of an Associated Employer terminates if:

- (a) the Associated Employer gives written notice to the Trustee; or
- (b) the Associated Employer being a corporate entity under the control and direction of a Minister of the Crown in the right of South Australia ceases to be under the control and direction of a Minister of the Crown in the right of South Australia; or
- (c) the Corporation gives written notice to the Associated Employer and the Trustee; or
- (d) all of the Members transferred to the Service of the Associated Employer cease to be employees of the Associated Employer; or
- (e) the Associated Employer being an agency of the Crown ceases to be an agency of the Crown in the right of South Australia.

Any notice under this clause must specify a termination date which is at least 30 days (or such other period agreed with the Trustee) after the date of the notice.

9B.5 Procedure on Termination

On termination, if there are Members remaining in the Service of the Associated Employer and they are not transferred to the Service of the Corporation or another Associated Employer, then;

- (a) the Associated Employer and its Employees who are Members must immediately pay any arrears of contributions up to the termination date but must make no further contributions;
- (b) the Trustee must transfer all Members who are Employees of the Associated Employer in accordance with clause 14; and
- (c) the Trustee must notify all Members who are Employees of the Associated Employer of the transfer; and
- (d) the Trustee must continue to hold the interests of Members in accordance with this Deed up until the date of such transfer.

9C. SPOUSE MEMBERS

9C.1 Admission of Spouse Members

The Trustee may admit a person who is the Spouse of a Member to participate in the Scheme as a Spouse Member if such admission will not cause the Scheme to be classified as a public offer superannuation fund under the Relevant Law. For the avoidance of doubt, a Non-member Spouse (within the meaning of clause 14A) or a Receiving Spouse (within the meaning of clause 14B) is not a Spouse Member unless admitted to membership as a Spouse Member by the Trustee under this clause 9C.

9C.2 Contributions for Spouse Members

The Trustee may accept into the Scheme for a Spouse Member:

- (a) contributions from any person;
- (b) superannuation guarantee vouchers issued under the *Superannuation Guarantee (Administration) Act 1992*;
- (c) amounts transferred from SHASA or an Approved Fund;
- (d) Government co-contributions;
- (e) any other amounts that the Trustee determines is appropriate; and
- (f) allocation of amounts Allotted under clause 14B by the Trustee to a Receiving Spouse who has become or is a Spouse Member.

9C.3 Spouse Member Account

The Trustee must establish an account for each Spouse Member to which:

- (a) it must credit amounts received under sub-clause 9C.2; and
- (b) it must debit:
 - (i) such amounts it considers should be reasonably attributed to the account representing any tax or governmental impost which is or may become payable in connection with the Scheme;
 - (ii) the costs of and incidental to the administration, investment and management of the Scheme;
 - (iii) the cost of any insured benefit for the Spouse Member;
 - (iv) any benefit paid to or in respect of the Spouse Member pursuant to this clause 9C; and
 - (v) any other amount which the Trustee determines is appropriate to debit to account;
- (c) in respect of any period before 1 November 2007, the Trustee must allocate compound interest to the account at the rate calculated pursuant to sub-rule 14.5 of the Rules for the Management of SA Metropolitan Fire Service Superannuation Scheme – Part Applicable to Standard Members;
- (d) in respect of any period on or after 1 November 2007, the Trustee must allocate to the account movements in the value of Units allocated to the account which have not been redeemed.

9C.4 Benefits for Spouse Members

The Trustee must pay all or part of a benefit not exceeding the balance of the Spouse Member's account maintained for the Member under sub-clause 9C.3 from the Spouse Member's account balance to or in respect of the Spouse Member as soon as practicable after the Spouse Member:

- (a) satisfies a condition of release under the Relevant Law which permits the Trustee to pay the benefit; and
- (b) makes a written request in a form approved by the Trustee for the payment of the benefit.

9C.5 Portability

The Trustee may, upon receipt of a written request from a Spouse Member and subject to any conditions the Trustee may impose, transfer or roll over all or part of the balance of the Spouse Member's account to an Approved Fund. The Trustee must debit the amount transferred or rolled over to the relevant Spouse Member's account. If the Trustee transfers the entire balance of a Spouse Member's account in accordance with this clause 9C.5 that Spouse Member will cease participation as a Member in the Scheme.

10. APPLICATION OF CONTRIBUTIONS

The contributions received by the Trustee (or applied as directed by the Trustee) and any other money or property forming part of the Scheme which is received by the Trustee shall, after payment of any taxes or duties, be held in trust by the Trustee and applied in accordance with this Deed and the Rules.

11. LIMITATION OF BENEFITS AND CONTRIBUTIONS

- 11.1 Notwithstanding any other provisions of this Deed and the Rules the Trustee shall not accept into the Scheme any contribution which, in the opinion of the Trustee, would contravene the Relevant Law.
- 11.2 No Member shall have any rights or claims against any assets of the Scheme or against the Trustee in respect of any amount by which the benefits provided in respect of the Member under the Scheme are reduced in terms of this Clause 11.

12. DISCONTINUANCE OF THE SCHEME

12.1 Effect

IF the Corporation determines for any reason to discontinue the Scheme and gives one month's written notice to the Trustee of its intention to do so, THEN
—

- (a) the Scheme shall be closed to new entrants from a date being the expiration of the one month's notice or the effective date of termination of contributions as the case may be (in this sub-clause 12.1 called the "Closure Date");

- (b) no further contributions by and in respect of the Members shall be accepted after the Closure Date, PROVIDED THAT payments due on or before the Closure Date shall not be affected;
- (c) the Trustee shall cause a valuation to be made of the assets of the Scheme (after the payment of all expenses incurred as a result of winding up the Scheme);
- (d) the Trustee shall, after considering such advice as it may require, allocate to Members such part or whole of the value of the Scheme as ascertained by the valuation in such shares and proportions and in such manner as it considers to be fair and equitable;
- (e) the Trustee shall then allocate any surplus amount remaining in the Scheme to any Member, or to any one or more of the Dependants and the Legal Personal Representative of any deceased Member, in such shares and proportions as the Trustee in its absolute discretion determines;
- (f) the amounts so allocated under sub-clauses 12.1(d) and 12.1(e) shall be held in trust and invested by the Trustee as authorised by this Deed, PROVIDED THAT any amount allocated to a Dependant or the Legal Personal Representative of a deceased Member may be paid immediately; and
- (g) the amounts so allocated to a Member, plus any accretion and minus any diminution, shall subject to the other provisions of this Deed and the Rules be dealt with in the same manner as a benefit in respect of the Member which would otherwise (but for the operation of this sub-clause 12.1) have become payable under the Rules.

12.2 Trustee's Arrangements and Decisions

- (a) Any amounts paid to any person under sub-clause 12.1 shall be in such form and shall be provided by such arrangements as the Trustee shall determine.
- (b) Payment under sub-clause 12.1 shall constitute final resolution to any claim to rights or benefits under this Deed and the Rules and shall be a complete discharge by the Trustee of its obligations under this Deed and the Rules.
- (c) All decisions of the Trustee under sub-clause 12.1 and this sub-clause 12.2 shall be final and binding upon all parties.

13. TERMINATION, REDUCTION OR SUSPENSION OF CONTRIBUTIONS

13.1 Notice

- (a) The Corporation or Associated Employer may at any time on giving one month's written notice to the Trustee of its decision so to do terminate the payment by the Corporation or Associated Employer of all or any of its contributions to the Scheme.

- (b) The written notice referred to in sub-clause 13.1(a) shall be given promptly by the Corporation or Associated Employer upon taking the decision to terminate the payment of its contributions to the Scheme.
- (c) Upon the expiration of the notice given in accordance with sub-clause 13.1(a) the liability of the Corporation or Associated Employer to make those payments of contributions to the Scheme shall cease wholly, PROVIDED THAT payments due on or before the date of expiration of the notice shall not be affected.

13.2 Effect

If the Corporation or Associated Employer terminates its contributions to the Scheme in respect of some or all of the Members for whom it has been contributing, THEN –

- (a) those Members may terminate their contributions to the Scheme; and
- (b) whether or not any contributions by those Members are terminated the Trustee shall, subject to the relevant requirements of the Relevant Law, reduce or modify the benefits in respect of those Members on such basis as the Trustee (after considering the advice of the Actuary) considers fair and equitable. The reduced or modified benefits shall subject to the other provisions of this Deed and the Rules be dealt with under the Rules in the same manner as if the benefit had not been so reduced or modified.

14. TRANSFERS TO OR FROM OTHER FUNDS

14.1 Transfer Out

- (a) If a Member participates or may participate in another superannuation or similar plan or fund or ceases to be in the Corporation's or Associated Employer's Service on any account, THEN the Trustee may transfer the whole or part of the amount in the Scheme relating to the Member's benefits to the trustees of that other superannuation plan or similar fund, or to an approved deposit fund of the Member's choice or to an Insurer for the purchase of an immediate or a deferred annuity on such terms and of such nature as the Trustee and the Member agree, PROVIDED THAT a transfer may be made under this sub-clause 14.1 only if the Trustee is satisfied that -
 - (i) the transfer is in accordance with the Relevant Law; and
 - (ii) the rights of the Member or the Member's Dependents or Legal Personal Representative to receive the benefits arising from the amount transferred are fully secured; and
 - (iii) benefits may not be paid from that plan or fund to or in respect of the Member except in accordance with the Relevant Law.
- (b) A transfer of an amount in the Scheme relating to the Member's benefits that is in accordance with sub-clause 14.1(a) shall be in complete satisfaction of that Member's entitlement to the benefits payable under this Deed and the Rules.

14.2 Transfer In

- (a) The Trustee may accept into the Scheme in respect of a Member (or of an Employee who thereupon becomes a Member) an amount transferred from another superannuation or similar plan or fund or from an approved deposit fund or from a deferred annuity in which the Member has participated and the benefit under the Scheme in respect of the Member shall, subject to the Relevant Law, be adjusted in such manner as is determined by the Trustee (after considering such advice as it may require) to take account of the amount so transferred. The Trustee shall ensure that the benefits arising from the amount transferred are preserved to such extent as is necessary under the Relevant Law.
- (b) The Trustee may accept into the Scheme for a Member any Spouse Contributions-Splitting Amounts if this will not cause the Scheme to be classified as a public offer superannuation fund under the Relevant Law. Any Spouse Contributions-Splitting Amounts paid into the Scheme for a Member will be paid into that Member's Additional Voluntary Member Contribution Account in the case of a Standard Member or, in the case of a Retained Firefighter, to the Member's Accumulation Account, or treated in any other manner that the Trustee determines is appropriate.

14.3 Superannuation Guarantee – Shortfall Component

The Trustee may accept a shortfall component within the meaning of the *Superannuation Guarantee (Administration) Act 1992* in respect of a Member and may impose special conditions in relation to this. However, the Trustee;

- (a) may only accept a shortfall component if Relevant Law permits;
- (b) must deal with any shortfall component in a manner that is consistent with the Relevant Law.

14.4 Payment to Eligible Rollover Fund

The Trustees may pay a benefit of a Member to an Eligible Rollover Fund in such circumstances and in such manner as the Relevant Law permits.

14A. COMPLIANCE WITH FAMILY LAW REQUIREMENTS

14A.1 Notwithstanding any other provision of this Deed the Trustee must comply with the Family Law Requirements.

14A.2 Without limiting clause 14A.1 the Trustee may take such action as it considers appropriate in order to:

- (a) recognise a Payment Split or Payment Flag with respect to a Splittable Payment of a Member;
- (b) value a Member's interest in the Scheme for the purpose of the Family Law Requirements;
- (c) determine a Non-member Spouse's entitlement in respect of a Spittable Payment including adjustments to that entitlement;

- (d) provide information to Members and Non-member Spouses pursuant to the Family Law Requirements and the Relevant Law;
- (e) give effect to any matter in connection with the Scheme so far as it is incidental to the Family Law Requirements.

14A.3 Upon an amount becoming payment to a Non-member Spouse pursuant to the Family Law Requirements and in the circumstances permitted by the Relevant Law the Trustee may:

- (a) transfer the Non-member Spouse's entitlement to a superannuation fund or approved deposit fund or other superannuation arrangement to which the Trustee is permitted to transfer or rollover monies in accordance with the Relevant Law; or
- (b) if permitted by the Relevant Law – pay the Non-member Spouse's entitlement to the Non-member Spouse,

following which the Non-member Spouse will cease to have any entitlement under the Scheme with respect to the amount transferred or paid.

14A.4 If the Trustee pays or transfers a Non-member Spouse's entitlement to or for the benefit of the Non-member Spouse in accordance with this clause 14A, the Trustee must make a corresponding reduction in the entitlement of the Member to whom the Splittable Payment would have been made but for the Payment Split.

14A.5 To the extent permitted by the Family Law Requirements the Trustee may charge fees to Members and Non-member Spouses with respect to any action carried out in connection with this clause 14A. Fees may be charged at such times and in such manner as the Trustee determines including by deduction from the entitlements of Members and Non-member Spouses.

14A.6 Notwithstanding anything in this Deed to the contrary:

- (a) the rights and benefits of a Non-member Spouse are subject to the Family Law Requirements and the Relevant Law;
- (b) a Non-member Spouse cannot exercise any right, power, discretion or approval which the Member is not empowered to validly exercise at law;
- (c) the Trustee must not give effect to a request made by or on behalf of a Non-member Spouse to transfer or pay an amount to or for the benefit of the Non-member Spouse if the Non-member Spouse's request relates to an entitlement under a Payment Split that is in respect of a Member's Defined Benefit Interest whilst such interest remains in the Growth Phase;
- (d) the Trustee must not give effect to a request made by or on behalf of a Non-member Spouse to create a separate interest for the Non-member Spouse in the Scheme.

14A.7 For the purposes of this clause 14A, the following words shall have the following meanings:

"Defined Benefit Interest" has the meaning given to it in regulation 1.03AA of the SIS Regulations.

"Family Law Act" means the *Family Law Act 1975* as amended, re-enacted or substituted from time to time.

"Family Law Regulations" means the *Family Law (Superannuation) Regulations 2001* as amended or substituted from time to time.

"Family Law Requirements" means Part VIIIB of the Family Law Act and the Family Law Regulations.

"Growth Phase" has the meaning given to it in regulation 1.03AB of the SIS Regulations.

"Non-member Spouse" has the same meaning as it has under section 90MD of the Family Law Act.

"Payment Flag" has the same meaning as it has under section 90MD of the Family Law Act.

"Payment Split" has the same meaning as it has under section 90MD of the Family Law Act.

"Splittable Payment" has the same meaning as it has under section 90MD of the Family Law Act.

"Spouse" of a Member means:

- (a) the Member's husband, wife, widow or widower; or
- (b) any other person who meets the definition of "spouse" in section 90MD of the Family Law Act in relation to the Member.

14B. SPLITTABLE CONTRIBUTIONS

- (a) A Member may, in the circumstances permitted and form required by this clause 14B and Division 6.7 of the SIS Regulations, apply to the Trustee to rollover or transfer out of the Scheme or Allot an amount of benefits that is equal to some or all of the Splittable Contributions made by, for, or on behalf of the Member in:
 - (i) the last financial year that ended before the application; or
 - (ii) the financial year in which the application is made where the Member's entire benefit is to be rolled over or transferred in that year.
- (b) The Trustee may at its discretion accept and give effect to an application by a Member made under this clause 14B but only if it is permitted to do so by this clause 14B and Division 6.7 of the SIS Regulations.

- (c) If the Trustee accepts an application by a Member made under this clause 14B, the Trustee must as soon as practicable and in any event within 90 days of receiving the application:
- (i) transfer or rollover out of the Scheme the amount of benefits for the benefit of the Receiving Spouse to a superannuation fund or approved deposit fund or other superannuation arrangement to which the Trustee is permitted to transfer or rollover monies in accordance with the Relevant Law, following which the Receiving Spouse will cease to have any entitlement under the Scheme with respect to the amount transferred or rolled over; or
 - (ii) permit a Receiving Spouse to become a Spouse Member under clause 9C and if a Receiving Spouse becomes a Spouse Member or is already a Spouse Member – Allot the amount of benefits for the benefit of the Receiving Spouse to the account maintained for the Spouse Member under sub-clause 9C.3, following which the Trustee will be taken to have given effect to the application.
- (d) If the Trustee rolls over or transfers out of the Scheme or Allots an amount of benefits for the benefit of the Receiving Spouse in accordance with this clause 14B, the Trustee must make a corresponding reduction in the entitlement of the Member who made the application under clause 14B(a).
- (e) To the extent permitted by the Relevant Law, the Trustee may charge fees to Members and Receiving Spouses with respect to any action carried out in accordance with this clause 14B. Fees may be charged at such times and in such manner as the Trustee determines including by deduction from the entitlements of Members or Receiving Spouses.
- (f) Notwithstanding anything in this Deed or the Relevant Law to the contrary:
- (i) a Receiving Spouse cannot exercise any right, power, discretion or approval which the Member is not empowered to validly exercise at law;
 - (ii) the Trustee must not accept and give effect to an application made by a Member under this clause 14B if such action would result in an amount of less than \$5,000 becoming payable to the Member if the Member voluntarily ceased to be a Member of the Scheme;
 - (iii) a Standard Member must not make (and the Trustee must not accept or give effect to) an application under clause 14B(a) unless the application relates to a Splittable Contribution that has been recorded in that Member's Additional Voluntary Member Contribution Account.
- (g) For the purposes of this clause 14B, the following words shall have the following meanings:
- "Allot" has the same meaning as the term is given under the SIS Regulations.
- "Receiving Spouse" is the Spouse of a Member whose application under clause 14B has been accepted by the Trustee.
- "Splittable Contribution" has the same meaning as the term is given under the SIS Regulations.

“Spouse Contribution-Splitting Amounts” means any amounts payable for the benefit of a Member as permitted by Division 6.7 of the SIS Regulations.

15. AMENDMENTS TO THE DEED OR RULES

- (a) The Trustee (with the written consent of the Corporation) may from time to time by written resolution or by deed add to, delete from, repeal, replace, amend or alter this Deed (including this Clause 15) in any respect whatsoever which would in the opinion of the Trustee not be to the detriment of the Members or their Dependants generally, PROVIDED THAT no addition, deletion, repeal, replacement, amendment or alteration shall -
 - (i) impose any increase in liability on any Member to contribute to the Scheme without that Member’s consent; or
 - (ii) result in any reduction of any Member’s accrued benefits or affect the basis for calculating the amount of any Member’s retirement benefits in a way that reduces that amount with respect to the period of membership of the Scheme prior to the date of the amendment to the Deed without (except as provided for in the relevant requirements of the Relevant Law) the prior written consent of the Members so affected and a retrospective reduction in benefits accrued or payable to any Member of the Scheme shall not otherwise be permitted.
- (b) Subject to Clause 15(a) any addition, deletion, repeal, replacement, amendment or alteration shall be effective from the date (if any) specified for that purpose in the deed or resolution or (in the absence of a specified effective date) the date on which the resolution was made or the deed is executed as aforesaid.
- (c) The Trustee shall as soon as practicable or convenient (and in any event in accordance with the relevant requirements of the Relevant Law) notify each Member of the nature and purpose of any addition, deletion, repeal, replacement, amendment or alteration and of the effect (if any) which the addition, deletion, repeal, replacement, amendment or alteration has on a Member’s entitlements under the Scheme.

16. DEFALCATION, MISAPPROPRIATION ETC

16.1 If a Member -

- (a) has been party to defalcation of money or to any misappropriation of other property belonging to the Scheme or the Corporation or Associated Employer; or
- (b) is dismissed because of misconduct or negligence or resigns to avoid dismissal on either of those grounds;

THEN insofar as the Relevant Law permits –

- (c) the Member’s benefit under the Scheme shall be applied in or towards making good the defalcation or misappropriation and to meet any costs or losses (including the costs of any prosecution or civil proceedings) incurred by the Corporation or Associated Employer or the Trustee as

a result of or incidental to or arising out of the defalcation, misappropriation, misconduct or negligence;

- (d) the amount so applied shall be paid by the Trustee to the Corporation or Associated Employer or retained in the Scheme (as the case may require);
- (e) the balance of the benefit shall be dealt with in accordance with this Deed and the Rules.

16.2 Pending Litigation

The Trustee shall make no deduction under sub-clause 16.1 and shall not make any payment of benefits while that adjudication or dismissal is being challenged in any competent Court or Tribunal.

17. FORFEITURE OR SUSPENSION OF BENEFITS

17.1 The benefits being provided under the Scheme in respect of a Member shall (if and to the extent permitted by the Relevant Law) be absolutely forfeited if-

(a) Arrangement with Creditors

the Member executes a deed of arrangement or assignment for the benefit of the Member's creditors; or

(b) Charging Benefits

the Member shall charge, transfer, assign, surrender or otherwise deal with the Member's benefit under the Scheme or attempt so to do or do or suffer anything whereby the whole or any part of the Member's benefit under the Scheme becomes vested in or payable to some other person, PROVIDED THAT a loan or other transaction to which Clause 18 applies shall not cause a forfeiture of the benefits in respect of the Member; or

(c) Missing Members - No Dependants or Legal Personal Representative

the Rules so provide.

17.2 Mental Illness

The benefits of a Member shall (if and to the extent permitted by the Relevant Law) be suspended and shall cease to be payable (except as provided to the contrary in sub-clauses 17.3 and 17.4) if the Member is found by any competent Court or is shown to the satisfaction of the Trustee to be mentally ill or of unsound mind or incapable of managing the Member's own affairs.

17.3 Application of Forfeited or Suspended Benefits

The Trustee may in its absolute discretion but subject to the Relevant Law pay or apply the whole or any part of the benefits, which have been forfeited or suspended under sub-clauses 17.1 or 17.2, to or for the benefit of the Member or any one or more of the Member's Dependants in such shares and proportions and in such manner as the Trustee shall determine, PROVIDED THAT, unless otherwise permitted by the Relevant Law, while the Member is

still in the Service of the Corporation or Associated Employer the Trustee shall not make any such payment except for the maintenance, support, or education of the Member or the Member's Dependants for the purpose of relieving hardship or otherwise in circumstances permitted under the Relevant Law.

17.4 Becoming Capable or Death

If a competent Court declares or the Trustee is satisfied that the Member whose benefits have been suspended in accordance with sub-clause 17.2, is no longer mentally ill or of unsound mind and is capable of managing the Member's own affairs or if the Member dies, THEN any benefit which would but for the suspension have become payable in respect of the Member and which has not been applied in accordance with sub-clause 17.3 and any benefit which subsequently has become payable shall be applied in accordance with this Deed and the Rules as if the benefits had not been suspended.

18. DEBTS TO CORPORATION OR ASSOCIATED EMPLOYER

Subject to the Relevant Law, if the Corporation or Associated Employer pays to or on behalf of the Trustee any sum representing the contribution of a Member before that contribution has been received by the Corporation or Associated Employer, or if the Member owes any sum to the Corporation or Associated Employer on any account, THEN the Corporation or Associated Employer shall (to the extent permitted under the Relevant Law) have a charge on the benefits being provided for or in respect of the Member under the Scheme for those sums. At the time any benefit is payable to or in respect of the Member, the Trustee, if so required by the Corporation or Associated Employer, shall subject to the Relevant Law deduct any sums so paid or owing from the benefit and pay the amount so deducted to the Corporation or Associated Employer.

19. CORPORATION'S POWER TO DISMISS

Nothing in this Deed or in the Rules shall restrict the right of the Corporation or Associated Employer to dismiss an Employee or be used to increase damages in any action brought against the Corporation or Associated Employer in respect of an Employee's dismissal.

20. DAMAGES AND COMPENSATION

Nothing in this Deed or in the Rules shall in any way affect the right of a Member, the Member's Dependants Legal Personal Representative or other person to claim damages or compensation at common law or under a Workers Compensation Act or any other statute in force governing compensation to a Member injured or dying as a result of an accident arising out of or in the course of the Member's employment with the Corporation or Associated Employer. Except as may be provided in this Deed and in the Rules the amount payable in terms of this Deed and the Rules shall not be reduced by reason of any payment of damages or compensation set out in this Clause 20.

21. NATIONAL OR SOCIAL INSURANCE OR PENSIONS

21.1 Application

This Clause 21 will apply if the Government of either Australia or of any State or Territory of Australia introduces or changes any scheme (in this Clause 21 called the "National Scheme") of national or social insurance or superannuation or social service benefits or other scheme for the granting of pensions or other benefits similar to superannuation benefits for which Members or a class of Members (in this Clause 21 called "eligible Members") or their Dependants become eligible. For the purposes of sub-clauses 21.2 and 21.3 the benefits receivable from the National Scheme will be referred to as the "National Benefit".

21.2 Adjustment of Benefits

Where this Clause 21 applies, THEN, subject to sub-clause 21.4 and the Relevant Law, the Trustee may, with the consent of the Corporation, vary the benefits payable under the Scheme to or in respect of the eligible Members or their Dependants in such manner and to such extent as it may determine and (without limiting the generality of the foregoing) may -

- (a) take into account the amount of the National Benefit;
- (b) take into account such amount as in the opinion of the Trustee is equal to the value at the relevant date of the National Benefit;
- (c) integrate the benefits or contributions under the Scheme with the National Benefit.

21.3 Adjustment to Contributions

The contributions subsequently payable to the Scheme by and in respect of the eligible Members whose benefits are adjusted by the Trustee under sub-clause 21.2 shall be adjusted to take into account -

- (a) the adjustment in benefits otherwise receivable from the Scheme;
- (b) any contributions which the National Scheme requires to be paid;
- (c) any adjustments which may be made by the appropriate Government to the National Scheme.

21.4 The adjustment to benefits of any eligible Member under sub-clause 21.2 shall not reduce those benefits to amounts which are less than those which in the opinion of the Trustee (after considering the advice of the Actuary) are attributable to the aggregate of the contributions to the Scheme which have been made by the eligible Member and those contributions deemed by the Trustee to have been made in respect of the eligible Member by the Corporation or Associated Employer.

22. EXPENSES OF THE SCHEME

The expenses of and incidental to the formation and administration of the Scheme shall be paid out of the assets of the Scheme except where the Rules otherwise provide or as may otherwise be agreed between the Trustee and the Corporation.

22A. SURCHARGE ACCOUNTS

- (a) The Trustee may establish and maintain a Surcharge Account for a Member if the Trustee is required to pay any tax, duty or levy on behalf of the Member (including superannuation contributions tax pursuant to the *Superannuation Contributions Tax Imposition Act 1997*).
- (b) The Trustee may record the following amounts in the Surcharge Account:
 - (i) any tax, duty or levy paid on behalf of the Member; and
 - (ii) in respect of any period before 1 November 2007, interest at the rate calculated pursuant to sub-rule 14.5 of the Rules for the Management of SA Metropolitan Fire Service Superannuation Scheme Part Applicable to Standard Members;
 - (iii) in respect of any period on or after 1 November 2007, movements in the value of Units allocated to the Surcharge Account which have not been redeemed; and
 - (iv) any amounts paid by the Member to the Scheme in reimbursement of amounts in (i) paid on the Member's behalf.

23. ACCOUNTS, AUDIT AND RECORDS

The Trustee shall keep or cause to be kept such accounts, registers and records as are required for the proper operation of the Scheme and shall arrange for the auditing of those accounts in accordance with the relevant requirements of the Relevant Law by an auditor appointed by the Trustee on such terms and conditions and such remuneration as the Trustee thinks fit. The Trustee may remove any such auditor by notice in writing signed by or on behalf of the Trustee and appoint another such auditor as a replacement.

24. REGISTER OF MEMBERS

The Trustee shall keep or cause to be kept a Register of Members which shall record the name and residential address of each Member and all particulars relating to the Member's employment and circumstances as are necessary to enable the Trustee to determine the benefits payable to or in respect of the Member and the contributions required to be paid in order to provide those benefits.

25. PROVISION OF INFORMATION TO MEMBERS

The Trustee shall provide or cause to provide each Member with information and documentation in such form and at such times (including upon a Member joining and withdrawing from the Scheme, and annually) as shall be necessary in order to comply with the relevant requirements of the Relevant Law.

26. INSPECTION BY MEMBERS

A copy of this Deed and the Rules, and such Annual Accounts and Returns of the Scheme as the Relevant Law dictates shall be kept by the Trustee and at the registered office of the Corporation and shall (with the exception of any Part of the Rules not applicable to that Member) be open to inspection by any Member at all reasonable times. The Trustee shall, at such times as are provided for in the Relevant Law, give

to a Member on request by that Member a copy of such particulars as are specified in the Member's request and provided for in the Relevant Law.

26A. INQUIRIES AND COMPLAINTS

The Trustee must:

- (a) establish a procedure for dealing with inquiries or complaints from Members to ensure that the inquiry or complaint will be properly considered and dealt with within the time required by the Relevant Law;
- (b) publish the details, guidelines, and rules relating to the complaints mechanism in such a way as will make Members of the Scheme fully aware of the procedures; and
- (c) give effect to any determination made by the Australian Financial Complaints Authority as soon as practicable.

27. CONFIDENTIALITY

The Trustee and any other party administering the Scheme shall treat as confidential all information disclosed to them or gained by them in connection with the administration of the Scheme and all related matters, and shall not disclose any such information except to the extent required by law or for the proper administration, maintenance and preservation of the Scheme in terms of this Deed and the Rules.

28. CORPORATION OR ASSOCIATED EMPLOYER PROVIDING INFORMATION

When an Employee becomes eligible to join the Scheme or after receiving notice of the death, disablement or retirement of any Member or of the Member otherwise ceasing to be in the Service of the Corporation or Associated Employer, the Corporation or Associated Employer shall promptly notify the Trustee of the event and provide all other information in its possession regarding the Member or prospective Member of the Scheme as may reasonably be required by the Trustee.

29. BENEFIT PAYMENTS

29.1 The payment of any benefit from the Scheme shall be subject to the production of such evidence, the performance of such acts and the execution of such documents all within such time as the Trustee or the Insurer may reasonably require from time to time.

29.2 Any benefit payment may be made by cheque by the Trustee or as directed in writing by the Trustee and may be mailed to the Member's address last known to the Trustee.

29.3 Australian Currency

All money shall be expressed and paid in Australian currency unless otherwise specifically agreed between the Member and the Trustee.

29.4 Tax and Deductions

The Trustee shall have power to pay or deduct or shall arrange to have paid or deducted any taxes or duties and management expenses in relation thereto from any contribution to or income of the Scheme or from any benefit

payable to or in respect of a Member and to pay a residual amount in respect of the said benefit.

29.5 Otherwise than in Cash

Notwithstanding any other provisions contained in this Deed and in the Rules the Trustee may with the written agreement of the Member or a Dependant to whom a benefit is payable transfer assets of the Scheme (of equivalent value to the benefit) to that Member or Dependant in lieu of paying the whole or part of the amount which would otherwise have been payable under this Deed and the Rules, PROVIDED THAT the Trustee is satisfied that the Scheme will continue to comply with the Relevant Law.

29.6 Surcharge Account

The Trustee has the power to deduct the balance of the Member's Surcharge Account (if any) from the amount of any benefit payable to or in respect of a Member and to pay a residual amount in respect of the said benefit.

29.7 Augmentation of death benefits

- (a) The Trustee may augment a lump sum benefit that is payable, or that has previously been paid, to an eligible beneficiary in respect of the death of a Member by an amount that does not exceed the amount by which the Trustee reasonably considers there will be a tax benefit to the Scheme as a result of the Scheme being entitled to make a deduction under section 295-485 of the *Income Tax Assessment Act 1997* (or under the former section 279D of the *Income Tax Assessment Act 1936* or as otherwise allowed by the Commissioner of Taxation) in connection with the augmentation of that benefit.
- (b) For the purposes of paragraph (a) an eligible beneficiary is:
 - (i) a Dependant of the deceased member who is a Spouse, former Spouse or Child of the deceased at the time of death; or
 - (ii) the trustee of the deceased member's estate where there are individuals referred to under sub-paragraph (i) who can reasonably be expected to benefit from the estate.
- (c) Nothing in this sub-clause 29.7 shall be taken to require the Trustee to augment a death benefit and the Trustee may determine not to augment a death benefit for any reason, including without limitation that it does not have access to relevant information and the costs of recovery of any associated tax benefit.

30. NOTICES

Notices may be given by the Trustee to a Member either personally or by mail to the Member's address last known to the Trustee or by enclosure in the Member's pay envelope or advice. In the case of service by post the service of the notice shall be deemed to be effected when the notice would be received in the ordinary course of posting.

RULES FOR THE MANAGEMENT OF
SA METROPOLITAN FIRE SERVICE SUPERANNUATION SCHEME
PART APPLICABLE TO STANDARD MEMBERS
INDEX - PART APPLICABLE TO STANDARD MEMBERS

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1. DEFINITIONS

In this Deed and in this Part of the Rules the following words and expressions shall, unless the context otherwise requires, have the following meanings -

“Additional Voluntary Member Contribution Account” means in respect of a Member an account established and maintained under sub-rule 4.1A.

“Active Member” means a Member in respect of whom contributions are continuing to be paid and any entitlement to benefits from the Scheme remains contingent upon the Member ceasing for any reason to be in the Service of the Corporation or an Associated Employer.

“Actuary” means a person who is appointed by the Trustee who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia. The Institute of Actuaries of Australia includes any body formed in reconstruction thereof or in succession thereto.

“Annual Salary” relating to a Review Date or other date means the annual Salary of the Member three months prior to that Review Date or the annual Salary of the Member at any other date, as advised to the Trustee by the Corporation or Associated Employer for the purposes of the Scheme and, unless otherwise agreed between the Trustee and the Member, the Member's Annual Salary shall not be reduced below that relating to the immediately previous Review Date by reason only of a reduction in the Member's Salary consequent upon the Member having been transferred to another position in the Service of the Corporation or Associated Employer unless that transfer resulted from misconduct by the Member.

“Approved Fund” means a superannuation fund or approved deposit fund or other superannuation arrangement to which or from which the Trustee is permitted to transfer or rollover monies or receive monies pursuant to the Relevant Law.

“Associated Employer” means an entity admitted to participate in the Scheme under sub-clause 9B.1 and whose participation has not been terminated under sub-clause 9B.4.

“Child” has the same meaning as the term is given under the SIS Act.

“Complying Superannuation Fund” has the same meaning as it has under the SIS Act.

“Corporation” means South Australian Metropolitan Fire Service.

“Custodian Trustee” means any person or corporation so appointed in terms of the Deed.

“Date of Commencement” means the first day of July 1974 being the date on which the Scheme is deemed to have commenced.

“Date of Disablement” means the date which is deemed by the Insurer to be the date of the Member's disablement or, if at any time there is no such Policy in force in respect of a Member, the date deemed by the Trustee to be the date of the Member's disablement.

“Deed” means the Trust Deed by which the Scheme has been established (as amended from time to time) and to which this Part of the Rules is attached and forms part.

“Deferred Benefits” means in respect of a Member either a Voluntary Deferred Benefit under sub-rule 14.3 or a Part Cash/Part Deferred Benefit under sub-rule 14.3.A.

“Dependant” in relation to a Member means:

- (a) the Spouse and any Child of the Member;
- (b) any person with whom a Member has had an Interdependency Relationship after taking into account matters and circumstances specified by regulations made under the Relevant Law for the purposes of determining whether two persons do or do not have an interdependency relationship; or
- (c) any other person who, in the opinion of the Trustee, is or was at the relevant date wholly or partially dependent on the Member.

“Eligible Rollover Fund” has the same meaning as in Part 24 of the SIS Act.

“Employee” means a person who is classified by the Corporation or Associated Employer as being in the permanent Service of the Corporation or Associated Employer and who either is employed full-time or is employed part-time on a rate of remuneration which is in exact proportion to the remuneration for full-time employment taking account of the proportion of full-time hours worked or any other person nominated by the Corporation or Associated Employer.

“Final Average Salary” means the average of the amounts of the Member’s Annual Salaries relating to the Review Dates which occur within the three years EITHER -

- (a) immediately prior to the Member’s Normal Retirement Date; or
- (b) immediately prior to the Member’s actual retirement date, if the Member retires on other than the Normal Retirement Date,

PROVIDED THAT if the Member retires within three years of joining the Service of the Corporation, THEN the Annual Salary at the date the Member joined the Service of the Corporation shall be deemed to have applied at each preceding Review Date.

“Fund Administrator” means any person, firm or corporation appointed in terms of the Deed to manage the administration of the Scheme.

“Government co-contribution” has the same meaning as it has under the *Superannuation (Government Co-Contribution for Low Income Earners) Act 2003* as amended, re-enacted or substituted from time to time.

“Insurer” means any corporate insurer carrying on the business of life insurance in Australia, approved for the time being by the Corporation and with which a Policy is effected by the Trustee, and the phrase “the relevant Insurer” means that Insurer which covers the risk of the particular event referred to under the Policy.

“Interdependency Relationship” means either:

- (a) a relationship between two persons (whether or not related by family) where:
 - (i) they have a close personal relationship; and
 - (ii) they live together; and

- (iii) one or each of them provides the other with financial support; and
- (iv) one or each of them provides the other with domestic support and personal care;

or

- (b) a relationship between two persons (whether or not related by family) where:
 - (i) they have a close personal relationship; and
 - (ii) they do not satisfy the other criteria under sub-paragraph (a) of this definition by reason that either or both of them suffer from a physical, intellectual or psychiatric disability.

“Investment Manager” means any person, firm or corporation appointed in terms of the Deed to manage the investment of the assets of the Scheme.

“Late Retirement Account” means an account established and maintained in accordance with Rule 5B.

“Legal Personal Representative” means the executor or administrator of the deceased Member’s estate while acting in that capacity.

“Member” means an Employee (not being a Retained Firefighter) who has been admitted as a Member of the Scheme or (as the context requires) a person in respect of whom a benefit is payable in accordance with this Part of the Rules or for whom an amount is preserved within the Scheme and, for the avoidance of doubt, where the context requires includes a Spouse Member and a Parked Member.

“Member Representative” has the same meaning as in Section 10 of the SIS Act.

“Normal Contribution Date” means:

- (a) in respect of a Member who joins the Scheme on or after 1 July 1992, the date of joining the Scheme; and
- (b) in any other case, the later of the date on which the Member has completed three months Service with the Corporation and the date on which the Member’s appointment as an Employee is confirmed.

“Normal Retirement Date” means the Member’s sixtieth birthday.

“Parked Benefit Account” means an account established and maintained by the Trustee in accordance with Rule 9A.

“Parked Member” means a Member:

- (a) who is a Parked Member pursuant to the terms of any of:
 - (i) Rule 9A; or
 - (ii) Rule 12.2; or
 - (iii) Rule 14.1A; or

- (b) who had a deferred or retained benefit in the Scheme under Rules 9A.1, 12.3, 13.4(b)(iii) or 14.1A immediately prior to 1 March 2008.

“Part-time Factor” relating to any date means that proportion, as advised to the Trustee by the Corporation or Associated Employer for the purposes of the Scheme, which the number of hours per week being worked by the Member at that date bears to the number of hours per week which the Member would have been working at that date had the Member been working on a full-time basis.

“Permanent Incapacity or Permanent Invalidity” in relation to a Member means permanent incapacity or permanent invalidity in respect of which two registered medical practitioners have certified that in their opinion the Member is unlikely ever to be able to work again in a job for which the Member is reasonably qualified by education or training or experience or such other definition as meets the relevant requirements of Relevant Law from time to time for payment of a benefit under the Rules.

“Policy” means the relevant policy or policies effected with the Insurer in accordance with this Deed and the Rules to provide benefits under the Scheme.

“Portfolio” means a separate investment portfolio (consisting of particular classes of assets designed to be held within stated ranges for each asset class) specified by the Trustee as corresponding to a particular investment strategy.

“Previous Scheme” means the South Australian Fire Brigades Board’s Superannuation Scheme governed by regulations made on 17 December 1969 as subsequently amended.

“Regulated Superannuation Fund” has the same meaning as in Section 19 of the SIS Act.

“Relevant Law” means (as the context requires) the Superannuation Act, the SIS Act, the Tax Act and the regulations to those Acts as amended from time to time, any re-enactment of those Acts for the time being in force and any other legislation with which the Scheme or the Trustee must comply in order to gain or maintain the most favourable tax treatment of the Scheme.

“Restricted Non-Preserved Benefit” has the same meaning as in Part 6 of the SIS Regulations.

“Retained Firefighter” means a person who is classified by the Corporation as being a retained firefighter in the Service of the Corporation.

“Retrenchment” means the termination of the Member’s employment by the Corporation or Associated Employer on the ground that work of the kind for which the Member is qualified and suited is no longer available to the Member but does not include the completion of the term of a contract of employment between the corporation or Associated Employer and the Member.

“Review Date” means:

- (a) the Date of Commencement and the first day of July in each year or such other date as is determined by the Trustee to be applicable generally as the date in relation to which adjustments to contributions and benefits are to be determined;

(b) in relation to a new Member - the date the Member joined the Scheme.

“Review Period” means a period commencing on a Review Date and ceasing immediately prior to the next following Review Date.

“Rollover Account” means in respect of a Member an account established and maintained under Rule 5A.

“Rules” means these Rules as amended.

“Salary” means the net rate of remuneration at which the Member is employed by the Corporation or Associated Employer but excludes any non-regular payments. While the Member is absent from Service on account of illness or injury, THEN the Member’s Salary shall be deemed to be the net rate of remuneration designated by the Corporation or Associated Employer from time to time for the position held by the Member immediately prior to the Member’s absence from Service.

“Scheme” means the superannuation fund established in terms of the Deed.

“Service” means continuous service with the Corporation or Associated Employer. For the purposes of this definition an Employee’s service shall not cease to be continuous by reason only of -

- (a) the Employee’s temporary absence from the service of the Corporation or Associated Employer -
 - (i) while the Employee is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or
 - (ii) in any other circumstances which for the purposes of the Scheme the Corporation or Associated Employer regards as not resulting in a break in the continuity of the Employee’s service;

or

- (b) the Employee being entitled to the payment of a benefit under Rule 13 and (in relation thereto) the Employee’s temporary absence from the service of the Corporation or Associated Employer for the continuous period immediately prior to becoming so entitled;

and “Service of the Corporation” shall have a corresponding meaning.

“SG Contributions” means, in respect of a particular period of time and a particular Member, amounts equal to the amounts that the Corporation or Associated Employer would be required to contribute to the Scheme in order to reduce its superannuation guarantee charge (as that term is defined in the *Superannuation Guarantee (Administration) Act 1992*) for that period of time in respect of that Member to nil, assuming the Corporation or Associated Employer did not otherwise contribute to the Scheme.

“SHASA” means the Superannuation Holding Accounts Special Account established under the *Small Superannuation Accounts Act 1995*.

“SIS Act” means the *Superannuation Industry (Supervision) Act 1993* as amended from time to time.

"SIS Regulations" means the *Superannuation Industry (Supervision) Regulations 1994* as amended from time to time.

"Spouse" in relation to a Member means:

- (a) for the purpose of any provision relating to the operation of clause 14A of the Deed – has the meaning set out in clause 14A of the Deed; and
- (b) for any other purpose:
 - (i) the Member's husband, wife, widow, widower; or
 - (ii) any other person who is a spouse of the Member within the meaning of the SIS Act.

"Spouse Contributions-Splitting Amounts" means any amounts payable for the benefit of a Member as permitted by Division 6.7 of the SIS Regulations.

"Spouse Member" means a person who is admitted to participate in the Scheme as a Spouse Member under clause 9C of the Deed.

"Standard Member" means a Member of the Scheme who is not a Retained Firefighter.

"Superannuation Act" means the *Superannuation Act 1988* (South Australia) as amended from time to time.

"Superannuation Complaints Tribunal" means the Superannuation Complaints Tribunal established by the *Superannuation (Resolution of Complaints) Act 1993* as amended from time to time.

"Tax Act" means the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* as amended from time to time.

"Temporary Total Disablement" in relation to a Member means -

- (a) Temporary Total Disablement or any equivalent expression as defined in any Policy effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the relevant Insurer for the purposes of the Policy. Every question as to whether a Member is Temporarily Totally Disabled shall be decided by the Insurer and the decision of the Insurer on any such question shall be final;
- (b) (if at any time there is no Policy in force) disablement (other than Total and Permanent Disablement) resulting from an illness or injury to the Member (which is proved to the satisfaction of the Trustee after considering such medical or other evidence or advice as they may require from time to time) while the Member is in the Service of the Corporation or Associated Employer and as a result of which -
 - (i) the Member has been continuously absent from Service for a period of three consecutive months;
 - (ii) during the first two years of any one period of continuous absence from Service the Member is, in the opinion of the Trustee, unable to perform each and every normal duty as an Employee;

- (iii) during the remainder of that period of continuous absence from Service the Member is in the opinion of the Trustee unable to engage in any regular remunerative work for which the Member is reasonably fitted by education or training or experience; and
- (iv) the Member remains under the regular care and attention of a legally qualified medical practitioner;

PROVIDED THAT the Trustee is satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Scheme. Every question as to whether a Member is Temporarily Totally Disabled shall be decided by the Trustee and the decision of the Trustee on any such question shall be final;

and "Temporarily Totally Disabled" shall have a corresponding meaning.

"Terminal Medical Condition" in relation to a Member:

- (a) has the meaning given to that term or an equivalent term in any Policy effected by the Trustee and in force for the time being in respect of the Member; or
- (b) if at any time there is no Policy in force in respect of the Member that gives meaning to that term or an equivalent term – has the meaning given to that term under the SIS Regulations.

"Total and Permanent Disablement" in relation to a Member means -

- (a) Total and Permanent Disablement or any equivalent expression as defined in any Policy effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the relevant Insurer for the purposes of the Policy. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Insurer and the decision of the Insurer on any such question shall be final;
- (b) (if at any time there is no Policy in force) the Member's incapacity to the extent -
 - (i) of the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the loss of one limb and the sight of one eye; or
 - (ii) (after a period of six consecutive months' continuous absence from Service on account of illness or injury which is proved to the satisfaction of the Trustee) that in the opinion of the Trustee (after considering such medical or other evidence or advice as it may require from time to time) the Member is unable and unlikely ever again to be able to undertake any form of regular remunerative work for which the Member is reasonably fitted by education or training or experience;

PROVIDED THAT the Trustee is satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Scheme. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Trustee and the decision of the Trustee on any such question shall be final;

and "Totally and Permanently Disabled" shall have a corresponding meaning.

“Total Contribution Percentage” means the rate of contribution agreed upon between the Corporation and Associated Employer and the Trustee as being required in respect of the funding of benefits under the Scheme having regard to the report of the Actuary as provided for in Rule 5(c).

“Unit” means an undivided beneficial interest in the Scheme.

“Unrestricted Non-Preserved Benefits” has the same meaning as in Part 6 of the SIS Regulations.

“Years of Early Membership” means that part (measured in years and any fraction of a year being complete months) of the Member’s Years of Membership falling prior to the first day of July 1988.

“Years of Future Membership” means the difference (if any) between the Member’s Years of Membership and the Member’s Years of Past Membership.

“Years of Membership” means the number of years (including any fraction of a year being complete months) from the date the Member joined the Scheme (or in the event that the Member participated in the Previous Scheme immediately prior to the Date of Commencement the date the Member joined the Previous Scheme) to the date of the Member’s retirement, PROVIDED THAT:

- (a) any period of membership prior to the Member’s Normal Contribution Date shall be excluded; and
- (b) the Trustee may exclude any period of membership during which the Member had ceased contributions to the Scheme.

“Years of Participation” means that part (measured in complete years) of the Member’s Years of Membership falling prior to the date of the Member ceasing to be in the Corporation’s or Associated Employer’s Service.

“Years of Past Membership” means that part (measured in years and any fraction of a year being complete months) of the Member’s Years of Membership falling prior to the later of the Member’s fifty-fifth birthday and the Member having completed thirty Years of Membership.

2. POLICY TO FUND BENEFITS

The whole or part of the benefits provided for in this Part of the Rules may be funded by means of a Policy with an Insurer approved by the Corporation.

3. MEMBERSHIP

3.1 Eligibility

- (a) Any Employee of the Corporation who has not attained the Normal Retirement Date shall be eligible to become a Member immediately upon the Member joining the Service of the Corporation.
- (b) An Employee of an Associated Employer is not eligible to apply to become a Member. Only an Employee of an Associated Employer who:

- (i) was transferred from the Service of the Corporation or another Associated Employer to the Service of the Associated Employer; and
- (ii) immediately prior to the transfer, was an Active Member of the Scheme in respect of whom the Corporation or an Associated Employer was making contributions to the Scheme,

may be a Member. A Member who is not an Active Member and who is transferred to the Service of an Associated Employer is not taken to be an Employee of the Associated Employer and is not taken to be in the Service of the Associated Employer for the purpose of these Rules.

- (c) Notwithstanding any other provision of these Rules, any Employee who receives a benefit under Rule 10A (and therefore ceases to be a Member pursuant to Rule 10A) but continues in Service as an Employee and has not attained the Normal Retirement Date shall become a new Member immediately after ceasing to be a Member pursuant to Rule 10A, provided that:
 - (i) subject to Rule 10A.3, the Member will not be entitled to the insured component of any benefit (and the amount of any benefit that would otherwise be payable in respect of the Member under these Rules will be reduced by an amount reflecting the insured component of that benefit); and
 - (ii) such membership shall be subject to such other terms and conditions as the Trustee may, in its absolute discretion, determine.
- (d) For the avoidance of doubt, an Employee is not required to submit an application prior to becoming a Member pursuant to paragraph (c) of this Rule 3.1, unless the Trustee determines otherwise.

3.2 Written Application

An Employee who is eligible shall, on written application in a form and within the time approved by the Trustee, become a Member to whom this Part of the Rules applies from the date on which the Member has become eligible.

3.3 Approval of Rules

An Employee on becoming a Member shall be deemed to have approved of and shall be bound by all the provisions of this Deed and this Part of the Rules.

3.4 Authority to Deduct

A Member shall be deemed to have authorised the Corporation or Associated Employer to deduct from the Member's Salary such amounts as will provide the Member's contributions to the Scheme.

3.5 Member to Provide Information

A Member shall –

- (a) submit such evidence of age as is required by the Trustee; and
- (b) submit such evidence of health as is required and sign any documents required in connection with the Policy; and
- (c) supply all other information as may be reasonably required by the Trustee.

3.6 Late Application

If an Employee who is eligible to become a Member does not make written application within the time approved by the Trustee, THEN the Member may become a Member at a later date (on making written application) only at the Corporation's discretion and on such terms and conditions (consistent with the relevant requirements of the Relevant Law) as are determined by the Trustee.

3.7 Termination of Membership

A Member shall not cease to be a Member in circumstances other than those provided for in this Deed and this Part of the Rules.

3.8 Probationary employees

The Corporation may approve a person as eligible for membership of the Scheme if the person is in the Service of the Corporation but is not otherwise eligible to become a Member under sub-rule 3.1. A person approved as eligible for membership under this sub-rule 3.8 is then taken to be an Employee for the purposes of this Deed and this Part of the Rules.

4. CONTRIBUTIONS

4.1 By Member

Subject to Rule 6 each Member shall (except while entitled to the payment of a benefit under Rule 13) contribute to the Scheme –

- (a) from the date of becoming a Member until the Member's Normal Contribution Date at the rate of one per cent of the Member's Annual Salary relating to the date of becoming a Member; and
- (b) in respect of each Review Period and in respect of any portion of a year commencing on the Member's Normal Contribution Date -at a percentage of the Member's Annual Salary relating to that Review Date and Normal Contribution Date, such percentage being determined as –
 - (i) five and one-half per cent for a Member aged twenty next birthday or less at the Member's Normal Contribution Date;
 - (ii) five and six-tenths per cent for a Member aged twenty-one next birthday at the Member's Normal Contribution Date;

- (iii) five and seven-tenths per cent for a Member aged twenty-two next birthday at the Member's Normal Contribution Date;
 - (iv) five and eight-tenths per cent for a Member aged twenty-three next birthday at the Member's Normal Contribution Date;
 - (v) five and nine-tenths per cent for a Member aged twenty-four next birthday at the Member's Normal Contribution Date;
 - (vi) six per cent for a Member aged twenty-five next birthday or over at the Member's Normal Contribution Date.
- (c) The Trustee may require a Member to make additional contributions pursuant to Rule 4.1B.

4.1A Additional Voluntary Contributions by Member

- (a) The Trustee may permit a Member to make contributions additional to the contributions required under sub-rule 4.1 from the Member's post tax salary. The Trustee may impose restrictions and/or conditions upon a Member being entitled to make such additional contributions.
- (b) The Trustee may establish and maintain an Additional Voluntary Member Contribution Account in respect of each Member.
- (c) The Trustee shall record the following amounts in the Additional Voluntary Member Contribution Account:
 - (i) any contributions made by the Member under this sub-rule;
 - (ii) in respect of any period before 1 November 2007 interest at the rate calculated pursuant to sub-rule 14.5;
 - (iii) in respect of any period on or after 1 November 2007 movements in the value of Units allocated to the Additional Voluntary Member Contribution Account which have not been redeemed;
 - (iv) such amounts in the Scheme that the Trustee may decide from time to time to distribute to a Member or Members;
 - (v) any Government co-contributions received by the Trustee in respect of the Member under clause 9AA of the Deed;
 - (vi) any Spouse Contributions-Splitting Amounts received by the Trustee under clause 14.2(b) of the Trust Deed; and
 - (vii) such amounts as the Trustee determines to debit from the Additional Voluntary Contribution Account in respect of expenses allocated by the Trustee to the Member.

4.1B Additional compulsory contributions by Member or adjustment to Members' benefits

- (a) This Rule 4.1B applies only if the Trustee determines that the total contributions payable by the Corporation and the Associated Employer

pursuant to Rule 4.3 and by Members pursuant to Rule 4.1 are insufficient to fund the benefits payable under these Rules following the receipt of the actuarial report provided to the Trustee in accordance with Rule 5.

- (b) The Trustee must on advice from the Actuary require any one of the following to occur:
 - (i) additional contributions to be paid by Members to ensure their benefits are funded according to the actuarial principles and assumptions which the Trustee determines in its absolute discretion, and following the advice of the Actuary, are appropriate for the Scheme; or
 - (ii) an adjustment to be made to the future accrual of Members' benefits to ensure the Members' benefits are funded according to the actuarial principles and assumptions which the Trustee determines in its absolute discretion and following the advice of the Actuary are appropriate for the Scheme; or
 - (iii) a combination of additional contributions to be paid by Members and adjustments to the future accrual of Members' benefits in accordance with the principles and assumptions applied under paragraphs (i) and (ii),

to take account of the insufficient level of total contributions from the Corporation, the Associated Employer and the Members as determined by the relevant actuarial report.
- (c) The Trustee must provide notice in writing to Members of its determination under Rule 4.1B(b) as soon as practicable following such determination setting out the rate or amount of additional contributions required and/or the adjustment to Members' benefits.
- (d) Following notice from the Trustee of the amount of the additional contributions determined by the Trustee under Rule 4.1B(b), each Member must contribute the additional contributions at such times and in such manner as determined by the Trustee.
- (e) If a Member fails to pay the additional contributions required to be paid to the Scheme by the Member under this Rule 4.1B, the Trustee must adjust the Member's benefits payable to or in respect of the Member from the Scheme in such manner as the Trustee considers appropriate to take account of the underpaid contributions in respect of the Member.

4.1C Additional Voluntary Contributions – pre tax salary

- (a) With the approval of the Trustee a Member may agree with the Member's employer, being either the Corporation or an Associated Employer, that the employer will make contributions to the Scheme in respect of the Member from the Member's pre tax salary. The Trustee may impose restrictions and conditions upon the employer making such contributions in respect of a Member under this sub-rule 4.1C(a).

- (b) Any contributions made for a Member by the Corporation or an Associated Employer pursuant to sub-rule 4.1C(a) shall be credited to the Member's Additional Voluntary Member Contribution Account after deduction for any taxation payable in respect of the contributions. These contributions shall not be taken into account for the purposes of the Corporation's or an Associated Employer's obligation to contribute under sub-rule 4.3 or for the purpose of the Member's obligation to contribute under any other provision of sub-rules 4.1, 4.1A or 4.1B.
- (c) Any contributions made pursuant to this sub-rule 4.1C shall not be treated as satisfying any other requirement under the Deed for the Members or the Corporation or an Associated Employer to contribute to the Scheme.

4.1D Salary Sacrifice

- (a) The Corporation or an Associated Employer (as the case may be) may, for such period as it may determine, pay all or part of any contributions payable by a Member pursuant to sub-rules 4.1, 4.1B and/or 4.2B(a) to the Scheme in place of the Member.
- (b) The amount that a Member is obliged to contribute pursuant to sub-rules 4.1, 4.1B and/or 4.2B(a) (as the case may be) will be reduced by the sum of:
 - (i) the amount that the Corporation or an Associated Employer (as the case may be) contributes in place of the Member pursuant to sub-rule 4.1D(a); less
 - (ii) any taxation payable by the Trustee in respect of the amount paid to the Scheme by the Corporation or Associated Employer under sub-rule 4.1D(a).
- (c) For the purposes of determining any benefits payable under these Rules, the sum of:
 - (i) the amount of any contributions made by the Corporation or an Associated Employer (as the case may be) in place of a Member pursuant to sub-rule 4.1D(a); less
 - (ii) any taxation payable by the Trustee in respect of the amount paid to the Scheme by the Corporation or Associated Employer under sub-rule 4.1D(a),

shall be deemed to have been contributed by the Member pursuant to sub-rules 4.1, 4.1B and/or 4.2B(a) (as the case may be).

4.2 Commencement - Termination

Subject to sub-rules 4.2A and 4.2B, contributions under sub-rules 4.1 and 4.1B by the Member shall commence on the date on which the Member becomes a Member and shall cease on the earliest of the following in respect of the Member –

- (a) the Normal Retirement Date;
- (b) the date the Member ceases to be in the Service of the Corporation or Associated Employer;
- (c) the date the Member ceases to be a Member;
- (d) the earliest date on which, had the Member retired on that date, the benefit payable under Rule 7 or 8 would have been equal to eight times the Member's Final Average Salary; and
- (e) the date on which the Trustee decides to approve the payment of a Total and Permanent Disablement Benefit to the Member.

4.2A Cessation of Contributions

- (a) Subject to the Relevant Law, the provisions of this sub-rule will come into effect if a Member, with the consent of the Trustee and the Corporation or Associated Employer elects to cease making Member contributions.
- (b) A cessation of contributions by a Member will only be permitted if the Trustee is of the opinion that special circumstances exist and the Corporation or Associated Employer agrees to the cessation.
- (c) During a period for which the Member has elected to cease contributions:
 - (i) the Member's Salary shall for the purposes of this Deed be deemed to continue unaltered;
 - (ii) the Member shall not be required to contribute but may make such contributions (if any) as the Trustee permits having regard to the Relevant Law.
- (d) Notwithstanding these Rules, the Trustee may at its discretion determine that the period for which the Member has selected to cease contributions shall be wholly or partially excluded in connection with the determination of any benefit (including any surplus allocation under Rule 6.6) provided for in these Rules that may become payable in respect of the Member (whether such benefit arises during such period or upon or after the cessation thereof).
- (e) The Trustee shall as soon as is reasonably practicable notify the Member of any adjustment or determination which it makes in accordance with this Rule and which affects or could affect any benefit which may become payable in respect of the Member.

4.2B Optional Contributions for Members after the Normal Retirement Date

- (a) During any period for which the Trustee requires Members to make additional contributions pursuant to sub-rule 4.1B(b)(i) or (iii), a Member who has reached the Normal Retirement Date may elect, in such form and within such period of time as is prescribed by the Trustee, whether to make such contributions.

- (b) If a Member who has reached the Normal Retirement Date does not elect to contribute in accordance with sub-rule 4.2B(a), or does not make contributions in accordance with such an election, the Trustee may, subject to sub-rule 4.2B(c), adjust the benefits payable to or in respect of the Member from the Scheme in such manner as the Trustee considers appropriate to take account of:
 - (i) the determination made pursuant to sub-rule 4.1B(a); and
 - (ii) the Member not having contributed pursuant to sub-rule 4.2B(a).
- (c) Sub-rule 4.2B(b) does not operate to the extent it reduces a benefit or affects the method of calculating a benefit in a way that would have caused the amendment pursuant to which it was introduced to breach clause 15(a)(ii) of the Deed.

4.3 By Corporation and Associated Employer

The Corporation and Associated Employer will in respect of each Review Period for each Member contribute to the Scheme the greater of:

- (a) an amount determined by the rate of thirteen percent (13%) of each Member's Annual Salary relating to that Review Date; and
- (b) an amount determined by the charge percentage applicable to the Corporation or Associated Employer (as the case may be) under the *Superannuation Guarantee (Administration) Act 1992* in relation to the Member plus:
 - (i) for the period from 4 October 2000 to 30 June 2002 – three percent (3%) of each Member's Annual Salary relating to that Review Date;
 - (ii) for the period from 1 July 2002 to 30 June 2012 – two percent (2%) of each Member's Annual Salary relating to that Review Date;
 - (iii) for any period after 30 June 2012 – four percent (4%) of each Member's Annual Salary relating to that Review Date.

The Corporation's or an Associated Employer's obligation to contribute in accordance with this sub-rule 4.3 shall not be altered or affected by any contributions which the Corporation or an Associated Employer makes pursuant to sub-rule 4.1C.

5. DETERMINATION OF CONTRIBUTION RATE

- (a) The Trustee shall arrange for an actuarial investigation of the Scheme to be made by the Actuary:
 - (i) for the purpose of Rules 4.1B, and 6.6, on an annual basis as at 1 July each year;

- (ii) for the relevant requirements of the Relevant Law, at such times and intervals as are provided for in the relevant requirements of the Relevant Law;
 - (iii) otherwise at such other regular intervals as may be approved by the Corporation.
- (b) The Trustee shall supply the Actuary with any information the Actuary may require for the purpose of completing the actuarial investigation and actuarial report.
- (c) The Trustee must arrange for the Actuary to provide a written actuarial report:
 - (i) in the case of a report prepared for the purpose of Rules 41.B and 6.6 – setting out the details and recommendations relevant to those rules and provided to the Trustee by 31 December of each year following the date of the investigation or as soon as the Trustee considers is reasonably practicable for the Actuary to deliver the report in the circumstances;
 - (ii) in the case of a report prepared for the purpose of the Relevant Law—setting out such details as are specified in the relevant requirements of the Relevant Law and provided to the Trustee within the time allowed under the Relevant Law;
 - (iii) in any other case – setting out such details and provided to the Trustee within such time as the Trustee and the Corporation agree.

The Trustee must provide a copy of each actuarial report to the Corporation.

5A. ROLLOVER ACCOUNT

- (a) The Trustee must establish and maintain a Rollover Account for a Member if the Trustee accepts an amount transferred into the Scheme for that Member under sub-clause 14.2 of the Deed.
- (b) The Trustee shall record the following amounts in the Rollover Account:
 - (i) amounts transferred into the Scheme for the Member under sub-clause 14.2 of the Deed; and
 - (ii) amounts debited to the Rollover Account in respect of a payment under Rule 14A; and
 - (iii) in respect of any period before 1 November 2007, interest at the rate calculated pursuant to sub-rule 14.5; and
 - (iv) in respect of any period on or after 1 November 2007 movements in the value of Units allocated to the Roll-over Account which have not been redeemed; and
 - (v) such amounts as the Trustee determines to debit from the Rollover Account in respect of expenses allocated by the Trustee to the Member.

5B. LATE RETIREMENT ACCOUNT

- (a) If a Member continues after the Normal Retirement Date to be in the Service of the Corporation or Associated Employer, the Trustee must establish and maintain a Late Retirement Account in respect of that Member.
- (b) The Trustee shall record the following notional amounts in the Late Retirement Account in respect of the period from the later of the Member's Normal Retirement Date and 1 September 2006 to the date the Member leaves Service:
 - (i) an opening balance equal to:
 - (A) if 1 September 2006 falls after the Member's Normal Retirement Date, the greater of:
 - (I) the amount that would have been payable under Rule 7.2(a); and
 - (II) the amount that would have been payable under Rule 7.2(b),
 if the Member had retired on 1 September 2006; or
 - (B) if 1 September 2006 falls on or before the Member's Normal Retirement Date, an amount that would have been payable under Rule 7.1 if the Member had retired on the Normal Retirement Date, using the Member's Final Average Salary and the Member's Years of Membership as if the Member had retired on the Member's Normal Retirement Date;
 - (ii) SG Contributions;
 - (iii) amounts that the Trustee considers constitute the Member's fair and reasonable share of any administrative, insurance and taxation costs relating to the Scheme;
 - (iv) in respect of any period before 1 November 2007, compound interest on the notional balance of the Late Retirement Account at each Review Date after the later of the Member's Normal Retirement Date and 1 September 2006 (and finally on the earlier of the date of payment of the benefit and 31 October 2007 and at any other dates determined by the Trustee) at a rate determined in accordance with Rule 14.5 (which may be positive or negative);
 - (v) in respect of any period on or after 1 November 2007 movements in the value of Units allocated to the Late Retirement Account which have not been redeemed; and
 - (vi) any other notional amounts the Trustee considers appropriate to record in the Late Retirement Account.

6. ADJUSTED BENEFITS IN PARTICULAR CASES

6.1 Incorrect or Incomplete Information

If the Member's date of birth is shown to be incorrectly stated, or if other information supplied to the Trustee or the relevant Insurer is shown to have been incorrect or incomplete, THEN the benefit payable under the Scheme to or in respect of the Member shall (unless the Trustee otherwise determines) be adjusted as the Trustee considers equitable having regard to the relevant circumstances and the Relevant Law.

6.2 Inability to Insure, Non-standard Terms Etc.

Subject to the Relevant Law -

- (a) if the application for granting of any insurance under the Policy on the life of a Member or of any increase in the amount of the insurance is not accepted by the relevant Insurer on its standard terms; or
- (b) if the amount (if any) of the insurance under the Policy is limited by the relevant Insurer at any time or is not paid or is paid as a reduced amount by the relevant Insurer in terms of the Policy;

THEN the benefit payable under the Scheme on the Member's death or disablement shall (unless the Trustee otherwise determines) be adjusted as the Trustee considers equitable having regard to the amount (if any) of the insurance granted by the relevant Insurer under the Policy and the conditions relating to it or the amount (if any) of the insurance not paid by the relevant Insurer under the Policy.

6.3 Absence Without Full Remuneration

If the Member is temporarily absent for a period from the Service of the Corporation or Associated Employer without remuneration or full remuneration from the Corporation or Associated Employer (other than on account of the Member's Temporary Total Disablement), THEN the following provisions shall apply -

- (a) subject to sub-rule 6.3(d) the period of the Member's absence shall not be counted in determining a benefit payable to the Member at any time in terms of the Rules and, during the period of the Member's absence, the contributions to the Scheme by and in respect of the Member shall cease;
- (b) subject to sub-rule 6.3(c) –
 - (i) if the Member dies or is disabled (as referred to in Rule 12), THEN the benefit payable shall be an amount equal to a benefit determined under sub-rule 14.2(a) or Rule 8 (as the case may require). The benefit shall be calculated as if the Member had ceased to be in the Service of the Corporation or Associated Employer or had retired on the date of the Member's death or disablement and shall become payable as specified in Rule 11 or 12 (as the case may require);

- (ii) if the Member ceases to be in the Service of the Corporation or Associated Employer (other than in the circumstances set out in sub-rule 6.3(b)(ii)), THEN the benefit payable shall be determined in accordance with Rule 14, Rule 8 or Rule 7 (as the case may require);
- (c) if, with the consent of the Trustee, the Member pays a special contribution to the Scheme in relation to and prior to the commencement of the Member's period of absence (the amount of which shall be advised by the relevant Insurer), THEN if the Member dies or is disabled (as referred to in Rule 12) within a period of twelve months from the date of commencement of the period of absence (or within such additional period as may be agreed between the Trustee and the Insurer), THEN the benefit shall be determined in accordance with Rule 10 or Rule 12 (as the case may require) as if the Member had died or become disabled immediately prior to the date of commencement of the period of absence and shall become payable as specified in Rule 11 or 12 (as the case may require), PROVIDED THAT any special contribution shall not be deemed a contribution to the Scheme for the purposes of Rule 14;
- (d) the Member and the Corporation or Associated Employer may agree as to the provisions which shall apply during the Member's absence. In such a case the terms of this agreement (which shall be promptly advised by the Corporation or Associated Employer to the Trustee) will apply. If these terms are inconsistent with the other provisions of the Rules, THEN the said terms shall prevail.

6.4 Part-time Employment

Notwithstanding anything else contained in these Rules, if a Member's Part-time Factor has been less than one at any time during the Member's Years of Membership, THEN the benefit payable, if the Member ceases to be in the Service of the Corporation or Associated Employer by reason of retirement, death, or the circumstances set out in Rule 12 or sub-rule 13.4(b) and the benefit calculated under sub-rule 13.1 before taking into account the proviso to that sub-rule and the benefit calculated under sub-rule 14.2(a)(i) and the proviso to sub-rule 14.2(a)(ii) if the Member ceases to be in the Service of the Corporation or Associated Employer due to illness or injury, shall be determined by reference to the formula -

$$\frac{\text{FTB} \times \text{L}}{\text{M}}$$

where –

- (a) FTB is the benefit that would apply if the Member had been employed full-time and received remuneration for full-time employment;
- (b) M is the number of years (including fractions of a year being complete months) during which the Member contributed to the Scheme;
- (c) L is the total summation calculated up to the date the Member ceases to be in the Service of the Corporation or Associated Employer of the product of the Member's Part-time Factor at the commencement of

each Review Period multiplied by the years (including fractions of a year being complete months) falling in that Review Period during which the Member contributed to the Scheme.

6.5 Payments in Advance

- (a) If a Member is absent for a period from the Service of the Corporation or Associated Employer without remuneration on account of illness or injury, BUT the Member has not become Totally and Permanently Disabled or Temporarily Totally Disabled, THEN the Trustee may advance to the Member such monies as are necessary for the purpose of relieving hardship of the Member or the Member's Dependents, BUT the amount of money advanced to the Member shall not exceed the benefit the Member would have received if, at the date the Member's absence from Service commenced, the Member had ceased to be in the Service on account of illness or injury.
- (b) If the Member at the time of ceasing for any reason to be in the Service of the Corporation or Associated Employer shall have received a payment from the Scheme in advance of a benefit or in lieu of a benefit that may subsequently become payable, THEN the amount of that payment shall (unless the Trustee otherwise determines) be deducted from the amount of that benefit if it shall become payable from the Scheme.

6.6 Allocation of surplus assets

- (a) If the Trustee determines following the receipt of an actuarial report in accordance with Rule 5(c)(i) that there are surplus assets in the Scheme, the Trustee may determine to allocate those surplus assets to Members.
- (b) For the purpose of Rule 6.6(a) the surplus assets are to be calculated by the Actuary as an amount by which the value of assets of the Scheme plus the present value of future contributions to the Scheme exceed the present value of accrued and future liabilities in respect of then existing Members of the Scheme after determining an appropriate reserve amount or margin with regard to solvency assumptions made under Rule 6.6(c).
- (c) For the purpose of determining the appropriate reserve amount or margin under Rule 6.6(b), the Actuary must determine prudent solvency assumptions concerning but not limited to the following:
 - (i) the margin between investment returns and salary increases;
 - (ii) death and disablement rates for Members of the Scheme;
 - (iii) retirement rates for Members of the Scheme;
 - (iv) resignation rates for Members of the Scheme;
 - (v) expenses of the Scheme;
 - (vi) valuation of assets of the Scheme.

- (d) The Trustee may, but is not required to:
 - (i) make an allocation of surplus assets to any Member or Members at any time;
 - (ii) distribute surplus assets to former Members unless it considers in all the circumstances it is appropriate to do so;
 - (iii) determine whether there are surplus assets in the Scheme at any time other than as part of the process for the actuarial investigation and report for the Scheme provided under Rule 5(c);
 - (iv) require the Actuary to calculate the surplus assets having regard to any special actuarial assumptions or factors.
- (e) If the Trustee determines to make an allocation of surplus assets under this Rule 6.6, the allocation must be made between Members as at 1 July of the relevant year ("calculation date") on such basis as the Trustee determines is equitable between the relevant Members on the advice of the Actuary.
- (f) A Member's entitlement to an allocation of surplus assets under this Rule 6.6 is discretionary and should not be taken to be accruing in respect of a Member until an allocation has been made to the Member by the Trustee in accordance with this Rule.
- (g) If the Trustee investigates the Scheme or any other event occurs before an allocation is made to Members under this Rule 6.6 and the Trustee determines that there has been a material reduction in surplus assets since the relevant Review Date, the Trustee may determine to reduce the allocation to be made to Members or to not make any allocation to Members of the surplus assets.
- (h) An allocation of the surplus assets made to Members pursuant to this Rule 6.6 shall be set aside in a separate account for each Member to whom an allocation is made, to be known as the Member's Surplus Account.
- (ha) In respect of any period before 1 November 2007, the Member's Surplus Account must be allocated with interest at the rate calculated pursuant to sub-rule 14.5.
- (hb) In respect of any period on or after 1 November 2007 the Trustee shall allocate to the Member's Surplus Account movements in the value of Units allocated to the Member's Surplus Account which have not been redeemed.
- (hc) The Member's Surplus Account may be debited with taxes (including without limitation the superannuation contributions tax) and other expenses as the Trustee determines to allocate to Members.

- (hd) The balance of the Member's Surplus Account will become payable upon the Member becoming entitled to the payment of any other benefit under these rules (other than a benefit becoming payable upon the Member becoming Temporarily Totally Disabled).
- (i) For the avoidance of doubt:
 - (A) [NOT USED]
 - (B) Members that have deferred payment of any benefit from the Scheme (including Parked Members) are not entitled to an allocation of surplus assets under this sub-rule 6.6 with respect to any period of membership that relates to the period for which the payment of their benefits have been deferred and for the purpose of any surplus allocation under sub-rule 6.6 will be taken to have ceased membership from the date of commencement of the deferral.
 - (C) Spouse Members are not entitled to an allocation of surplus assets under this sub-rule 6.6.

6.7 Insurance proceeds not otherwise applied

The Trustee may determine to increase a benefit that is otherwise payable presently or prospectively to or in respect of a Member under these Rules by such amount as is received by way of proceeds into the Scheme under a Policy as a result of an event that has occurred in relation to the Member but only to the extent that such amount has not been or will not be otherwise applied directly or indirectly to fund or provide for any benefit payable to or in respect of the Member under any other provision of the Deed and these Rules.

7. RETIREMENT BENEFITS ON OR AFTER THE NORMAL RETIREMENT DATE

7.1 Normal Retirement

If the Member retires on the Normal Retirement Date, THEN the benefit payable shall, subject to Rule 6, be an amount determined as the sum of:

- (a) the total of the following amounts with a maximum of eight times the Member's Final Average Salary:
 - (i) nineteen and one-half per cent of the Member's Final Average Salary multiplied by the Member's Years of Past Membership; and
 - (ii) ten and three-quarters per cent of the Member's Final Average Salary multiplied by the Member's Years of Future Membership; and
 - (iii) one and three-quarters per cent of the Member's Final Average Salary multiplied by the Member's Years of Early Membership; and
- (b) the balance of the Member's Roll-over Account (if any); and

- (c) the balance of the Member's Additional Voluntary Member Contribution Account (if any).

7.2 Late Retirement

If, with the Corporation's or Associated Employer's consent, the Member continues after the Normal Retirement Date to be in the Service of the Corporation or Associated Employer, THEN the benefit payable to the Member when the Member retires after that date shall, subject to Rule 6, be equal to the greater of -

- (a) the amount calculated in the manner set out in sub-rule 7.1 with -
 - (i) the Member's Final Average Salary being calculated at the date of the Member's retirement; and
 - (ii) the Member's Years of Membership being calculated as if the Member had retired on the Normal Retirement Date;
- (b) the amount calculated in the manner set out in sub-rule 7.1 with -
 - (i) the Member's Final Average Salary being calculated as if the Member had retired on the Normal Retirement Date; and
 - (ii) the Member's Years of Membership being calculated at the date of the Member retirement;

and
- (c) an amount equal to the notional balance of the Member's Late Retirement Account at the date the Member ceased Service.

8. EARLY RETIREMENT BENEFITS

If the Member retires -

- (a) on or after the Member's fiftieth birthday and prior to the Normal Retirement Date; or
- (b) (if the Member joined the Scheme prior to the 22nd day of June 1990) on or after completion of thirty years of Service with the Corporation and Associated Employer and prior to the Normal Retirement Date;

THEN the benefit payable shall, subject to Rule 6, be calculated in the manner set out in sub-rule 7.1 as at the date of the Member's retirement.

9. PAYMENT OF RETIREMENT BENEFITS

Subject to compliance with the Relevant Law, the benefit referred to in Rules 7 and 8 shall, subject to Rule 15, be paid to the Member either as a capital sum or in such other manner as the Trustee and the Member agree and without limiting the generality of the foregoing the whole or part of the benefit payable may be utilised by the Trustee to provide for purchase of an annuity payable to the Member of such nature as the Trustee and the Member agree.

9A. PARKED BENEFITS

9A.1 Application

- (a) A Member entitled to a benefit under any of the following:

- (i) Rule 7;
- (ii) Rule 8;
- (iii) sub-rule 12.3;
- (iv) sub-rule 13.4(b)(iii); or
- (v) sub-rule 14.2;

may request the Trustee to defer payment of all or part of the benefit until such time as the Member requests payment of all or part of the benefit not being a date later than the Relevant Law permits.

- (b) A Member who had a deferred or retained benefit in the Scheme pursuant to Rules 7, 8, 12.3, 13.4(b)(iii) or 14.1A immediately prior to 1 March 2008 will be deemed to be a Parked Member. The benefit payable under this Rule 9A from the Parked Benefit Account replaces the deferred benefit to which the Member was entitled immediately prior to 1 March 2008.
- (c) If a Member who is entitled to an immediate lump sum benefit under these Rules fails to provide a direction to the Trustee regarding payment of that benefit within 90 days of becoming entitled to that benefit, or such other reasonable period as the Trustee allows, the Trustee may deem that Member to be a Parked Member, in which case that Member's benefit will be retained in the Scheme and maintained subject to the provisions of this Rule 9A.

9A.2 Trustee may comply with request

- (a) The Trustee may comply with a request by a Member under sub-rule 9A.1 if the request complies with the requirements of the Relevant Law.
- (b) If the Trustee decides to comply with a request by a Member, such Member is a Parked Member.

9A.3 Parked Benefit Account

- (a) The Trustee must establish a Parked Benefit Account in respect of each Parked Member.
- (b) The Trustee must credit to the Parked Benefit Account:
- (i) any benefit which the Trustee has agreed to defer payment of in accordance with this Rule 9A;
 - (ii) any additional contributions or other amounts received into the Scheme in respect of the Parked Member under this Rule 9A; and

- (iii) any other amount which the Trustee determines is appropriate to credit to the Parked Benefit Account.
- (c) The Trustee must debit to the Parked Benefit Account:
 - (i) such amounts as the Trustee considers should be reasonably attributed to the account representing any tax or governmental impost which is or may become payable in connection with the Scheme;
 - (ii) such amounts as the Trustee considers should be reasonably attributed to the account representing the costs of and incidental to the administration, investment and management of the Scheme;
 - (iii) such amounts as are paid or transferred out of the Parked Benefit Account to or in respect of the Parked Member in accordance with this Rule 9A; and
 - (iv) any other amount which the Trustee determines is appropriate to debit to the Parked Benefit Account.
- (d) The Trustee must vary the balance of the Parked Benefit Account in accordance with movements in the value of Units allocated to the Parked Benefit Account which have not been redeemed (including any portion of the Parked Benefit Account to which Units are automatically allocated under clause 8H of the Deed (if applicable)).
- (e) The Trustee must establish an opening balance in the Parked Member Account for a Parked Member to whom paragraph (b) of Rule 9A.1 applies which is equal to the balance of the deferred benefit that the Member had in the Scheme pursuant to Rules 7, 8, or 12.3 immediately prior to 1 March 2008.

9A.4 Conditions and Payment

- (a) Subject to paragraph (e) of this sub-rule 9A.4, as soon as practicable following receipt of a written request from a Member in a form approved by the Trustee for the payment of a benefit from their Parked Benefit Account, the Trustee must pay to the Parked Member, in accordance with that written request, all or part of a benefit not exceeding such part of the balance of the Parked Benefit Account as the Trustee would be permitted to pay to the Parked Member under the Relevant Law.
- (b) The Trustee may impose any conditions it may determine on the payment of a benefit under this Rule 9A.4, including, without limitation, minimum withdrawal amounts and the maximum number of withdrawals per annum.
- (c) The Trustee may charge a fee in respect of a payment pursuant to this Rule 9A.3.

- (d) The Trustee may impose any other restrictions and/or conditions (including the charging of any fee) upon the deferral and the subsequent payment of the benefit to a Parked Member under this Rule 9A.
- (e) Pursuant to Rule 12.2(a), the Trustee must not make a payment to a Parked Member who remains in the Service of the Corporation or an Associated Employer.

9A.5 Contributions

To the extent permitted by the Relevant Law, the Trustee may accept into the Scheme in respect of a Parked Member:

- (a) contributions from any person;
- (b) superannuation guarantee vouchers issued under the *Superannuation Guarantee (Administration) Act 1992*;
- (c) amounts transferred from SHASA or an Approved Fund;
- (d) Government co-contributions; and
- (e) any other amount that the Trustee determines is appropriate.

9A.6 Death

If a Parked Member dies then the Trustee shall pay the remaining balance of the Parked Benefit Account in respect of the Parked Member as if it were a death benefit pursuant to Rule 11.

9A.7 Portability

- (a) The Trustee may, upon receipt of a written request from a Parked Member and subject to any conditions the Trustee may impose, transfer or roll-over all or part of the balance of the Parked Benefit Account to an Approved Fund.
- (b) If the Trustee transfers the entire balance of a Parked Member's Parked Benefit Account in accordance with this Rule 9A.7 the Member will cease to have any entitlement to a benefit pursuant to this Rule 9A.

10. DEATH BENEFITS

10.1 Death in Service before Normal Retirement Date

If the Member dies while in the Service of the Corporation or Associated Employer prior to the Normal Retirement Date, THEN the benefit payable shall, subject to Rule 6, be the amount determined under sub-rule 7.1 as if the Member had continued in the Service of the Corporation or Associated Employer until and had retired on the Normal Retirement Date. For this purpose the Member's Annual Salary at the date of death shall be deemed to have continued to be the Member's Annual Salary up to the Normal Retirement Date.

10.2 Death in Service after Normal Retirement Date

If the Member dies while in the Service of the Corporation or Associated Employer on or after the Normal Retirement Date, THEN the benefit payable shall, subject to Rule 6, be the amount determined under sub-rule 7.2 as if the Member had retired at the date of death.

10A. TERMINAL MEDICAL CONDITION BENEFITS

10A.1 Subject to the remaining provisions of this Rule 10A and notwithstanding any other provision of these Rules, if:

- (a) a Member requests payment under this Rule 10A; and
- (b) the Trustee is satisfied that a Terminal Medical Condition exists in relation to that Member,

the Trustee may, in its absolute discretion and subject to such terms and conditions as the Trustee considers appropriate, pay to or in respect of the Member a benefit equal to the benefit that would have been payable (subject to any limitations under any applicable Policy) in respect of the Member under these Rules if the Member had died on the date that the Trustee determines that a Terminal Medical Condition exists in relation to the Member.

10A.2 Subject to Rule 10A.3, once the Trustee has paid a benefit to or in respect of a Member under Rule 10A.1 the Member will have no further entitlement to benefits under these Rules and the Member will cease to be a Member of the Scheme.

10A.3 If any limitation under any applicable Policy operates to restrict the amount payable to a Member under Rule 10A.1 to a maximum limit, a benefit will remain payable upon the Member's subsequent death or Total and Permanent Disablement on the terms set out in Rule 11 or Rule 12.2 (as the case may be), but limited only to the remaining amount of any insurance proceeds paid to the Trustee under such Policy as a result of the Member's death or Total and Permanent Disablement.

10A.4 This Rule 10A does not apply to Spouse Members.

11. PAYMENT OF DEATH BENEFITS

11.1 Dependant or Legal Personal Representative

If the Member dies, THEN, subject to compliance with the relevant requirements of the Relevant Law, the Trustee shall pay or apply the benefits payable in accordance with this Deed and the Rules to or for the benefit of such one or more Dependents of the deceased Member and the Legal Personal Representative of the deceased Member and in such shares and proportions and in such manner as the Trustee in its discretion determines, and without limiting the generality of the foregoing the Trustee may utilise the whole or part of the benefit payable to provide for the purchase of an annuity (payable to any one or more of the Dependents of the deceased Member) of such nature as the Trustee in its discretion determines after considering such advice as it may require.

11.2 No Dependant or Legal Personal Representative

- (a) If, at the expiration of the period of twelve months from the date of the Member's death, the Trustee is of the opinion, after reasonable enquiry, that the deceased Member left no Dependants and that it is unlikely that a Legal Personal Representative of the Member will be appointed, THEN the amount which would otherwise be payable as a death benefit shall be forfeited.
- (b) If a Legal Personal Representative is subsequently appointed or if a Dependant is subsequently found, THEN the Trustee may in its discretion pay the whole or part of the forfeited amount to the Legal Personal Representative or Dependant as provided in sub-rule 11.1.

11.3 Infant Dependant

Where a Dependant to whom an amount is to be paid is an infant, THEN the Trustee may pay the amount to the Legal Personal Representative of the deceased Member or to the parent or guardian of the Dependant to be applied for the benefit of the Dependant. The receipt of the person paid shall be sufficient evidence to the Trustee that the amount has been paid for the benefit of the Dependant.

12. TOTAL AND PERMANENT DISABLEMENT BENEFITS

12.1 Amount

If the Member becomes Totally and Permanently Disabled prior to attaining the Normal Retirement Date, THEN the benefit payable shall, subject to Rule 6, be equal to the amount which would have been payable under Rule 10 as if the Member had died on the date on which the Trustee decided to approve the payment of a Total and Permanent Disablement Benefit to the Member.

12.2 Payment

If the Member becomes Totally and Permanently Disabled, THEN, subject to compliance with the Relevant Law, the Trustee shall, subject to Rule 15, pay or apply the benefit payable under this Deed and the Rules to or for the benefit of the Member or any one or more of the Member's Dependants in such shares and proportions and in such manner as the Trustee shall in its discretion determine, and without limiting the generality of the foregoing the Trustee may utilise the whole or part of the benefit payable to provide for the purchase of an annuity (payable to the Member or to any one or more of the Dependants of the Member) of such nature as the Trustee and the Member agree or otherwise as the Trustee in its discretion determines after considering such advice as it may require, PROVIDED THAT, subject to the compliance with the Relevant Law -

- (a) while the Member is still in the Service of the Corporation or Associated Employer:
 - (i) payment shall not be made in terms of this Rule except for the maintenance or support of the Member or the Member's Dependants and for the purpose of relieving hardship; and

- (ii) the Member will be deemed to be a Parked Member with respect to the benefit payable in respect of the Member (less any amounts paid for, or set aside by the Trustee for, payments in respect of maintenance or support of the Member or the Member's Dependants),

until the Member ceases Service with the Corporation or Associated Employer, at which point the Member may elect to either be paid the balance of the Member's Parked Benefit Account or for the balance of the Member's Parked Benefit Account to continue to be held in the Scheme in accordance with Rule 9A;

- (b) if the Member dies before the whole of the benefit payable in respect of the Member has been paid or applied under this Rule 12, THEN the benefit payable or the balance of it (as the case may be) shall be paid to the persons and in the manner referred to in Rule 11;
- (c) if the Member:
 - (i) is no longer in the Service of the Corporation or Associated Employer because of the Member's Total and Permanent Disablement; and
 - (ii) receives or is entitled to receive any payment under the *Workers Rehabilitation and Compensation Act 1986* as amended or re-enacted because of the Member's Total and Permanent Disablement;

then the Member shall be paid the balance of the Member's Rollover Account (if any) and the Member's Additional Voluntary Member Contribution Account (if any) and the following rules apply to the payment of the balance of the Member's benefit:

- (A) For the purposes of this clause and the payment of the balance of the benefit, the Member is deemed to still be in the Service of the Corporation or Associated Employer until the payments to the Member stop under the *Workers Rehabilitation and Compensation Act 1986* or the earlier death of the Member.
- (B) The balance of the benefit is payable when the payments to the Member stop under the *Workers Rehabilitation and Compensation Act 1986* as amended or re-enacted or the earlier death of the Member ("the payment date").
- (C) *(deleted)*
- (D) *(deleted)*
- (E) These rules apply to all benefits payable to any Member whose entitlement to the benefit occurred on or after the 10th September 1990.

12.2A Variation of Total and Permanent Disablement benefit until payment

- (a) This sub-rule 12.2A applies in respect of the period from when the Trustee has determined that a Member satisfies the definition of Total and Permanent Disablement ("the benefit determination date") to the date the Member's Total and Permanent Disablement benefit under sub-rule 12.1 is paid.
- (b) From the benefit determination date the balance of the Member's Total and Permanent Disablement benefit as is represented by the amount which the Member was entitled to on the benefit determination date less the sum of the balances of the Member's:
 - (i) Roll-over Account (if any); and
 - (ii) Additional Voluntary Member Contribution Account (if any),
 will be varied in accordance with movements in the value of Units allocated to such balance of the benefit payable, which have not been redeemed.

12.3 Deferral of Payment of Total and Permanent Disablement Benefits

A Member entitled to a benefit under sub-rule 12.1 may request the Trustee to defer payment of all or part of the benefit until such time as the Member requests payment of all or part of the benefit, in accordance with Rule 9A. Such request to defer payment under this sub-rule 12.3 shall be taken to be taken to be a request under sub-rule 9A.1 and the provisions of Rule 9A shall apply.

13. TEMPORARY TOTAL DISABLEMENT BENEFITS

13.1 How Calculated

- (a) While the Member is Temporarily Totally Disabled, THEN the Trustee shall pay to the Member a monthly income benefit (in this Rule 13 called the "income benefit") the amount of which (subject to Rule 6 and except as provided below) is equal to one-twelfth of seventy five percent of the Annual Salary of the Member immediately prior to the Member's Date of Disablement, PROVIDED THAT the income benefit payable to the Member shall be the amount remaining after reducing the amount determined under this sub-rule 13.1 by the aggregate of –
 - (i) the monthly equivalent of any sum paid or payable to the Member under any provision (statutory or otherwise) for workers' compensation or in respect of any entitlement from the Corporation or Associated Employer; and
 - (ii) the amount calculated in terms of sub-rule 13.10.

For this purpose any sum paid or payable which -

- (iii) is not a periodical payment - shall be deemed to have been paid in such monthly amounts and at such times during the period of the Member's disablement as the relevant Insurer or (if the benefit is not covered by a Policy in force for the time being) the Trustee shall from time to time determine; or

- (iv) is paid at other than monthly intervals - shall for the purposes of this Rule 13 be calculated and expressed as a rate of payment per month.
- (b) Where a Member has been in receipt of an income benefit under this Rule 13 for twelve continuous months and a relevant Policy effected by the Trustee in respect of such benefit provides for an increase of the monthly income benefit payable under the Policy to reflect the percentage increase in a consumer price index or by another specified rate then the Trustee may determine to apply a corresponding increase to the monthly income benefit payable to the Member under this sub-rule 13.1.

13.2 When Payable

The income benefit shall be payable on the first day of each calendar month. The first payment shall be payable on the first day of the calendar month following the month in which the Member becomes Temporarily Totally Disabled. The last payment shall be payable on the first day of the calendar month in which the Member ceases to be Temporarily Totally Disabled under sub-rule 13.3.

13.3 Ceasing to be Temporarily Totally Disabled

A Member shall cease to be Temporarily Totally Disabled when –

- (a) the Member no longer satisfies the definition of Temporary Total Disablement in Rule 1;
- (b) subject to sub-rule 13.10 the Member engages in or performs any occupation or work for reward;
- (c) the Member becomes Totally and Permanently Disabled under Rule 12;
- (d) the Member attains the Normal Retirement Date;
- (e) the Member dies; or
- (f) the Member becomes entitled to a benefit under Rule 10A.

13.4 If the Member ceases to be Temporarily Totally Disabled in the circumstances set out in sub-rules 13.3(a) and 13.3(b) and

(a) Member Rejoining or Continuing in Service

if the Member then rejoins or continues in the Service of the Corporation or Associated Employer, THEN the contributions by and in respect of the Member shall be payable as specified in the other provisions of the Rules. If the Member subsequently ceases for any reason to be in the Service of the Corporation or Associated Employer or becomes disabled or dies, THEN the provisions of the Rules relating to the benefit payable in those circumstances shall apply; or

(b) Member Not Rejoining or Continuing in Service

- (i) if the Member then does not rejoin or continue in the Service of the Corporation or Associated Employer because the Corporation or Associated Employer is unable to employ the Member on account of the Member's state of health, THEN the Member shall be paid a benefit, subject to Rule 6, equal to the sum of –

(A) an amount calculated in the manner specified in sub-rule 7.1 as if the Member ceased to be in the Service of the Corporation or Associated Employer on:

- (I) if the Member was contributing to the Scheme during the period of the Member's Temporary Total Disablement – the date which is the later of the date on which the Member ceased to be Temporarily Totally Disabled and the date on which the Member ceased contributions; or
- (II) if the Member was not contributing to the Scheme during the period of the Member's Temporary Total Disablement – the date on which the Member ceased to be Temporarily Totally Disabled;

PROVIDED THAT Final Average Salary shall be deemed to be the Annual Salary which applied at the date the Member ceased to be in the Service of the Corporation or Associated Employer; and

- (B) five per cent of the Member's Annual Salary at the date the Member ceased to be in the Service of the Corporation or Associated Employer multiplied by the excess of the Member's Years of Membership as if the Member had continued in Service until and had retired on the Normal Retirement Date OVER the Member's Years of Membership to the date on which the Member ceased to be Temporarily Totally Disabled, PROVIDED THAT if as a result of the Member's Temporary Total Disablement any sum is paid or payable to the Member under the *Workers Rehabilitation and Compensation Act 1986* as amended or re-enacted, THEN the benefit payable under this sub-rule 13.4(b)(i) shall not include the amount calculated under this sub-rule 13.4(b)(i)(B);

PROVIDED THAT the amount equal to:

- (I) the benefit calculated under this sub-rule 13.4(b)(i); less
- (II) the balance of the Member's Rollover Account (if any); less

- (III) the balance of the Member's Additional Voluntary Member Contribution Account (if any);

must be not less than three times and not greater than six times the Member's Annual Salary at the date the Member ceased to be in the Service of the Corporation or Associated Employer.

- (ii) if the Member does not rejoin or continue in the Service of the Corporation or Associated Employer for any other reason, THEN the Member shall be paid a benefit of an amount equal to the benefit payable under Rule 14 or Rule 8 (as the case may require according to the period until the Member's Normal Retirement Date and length of Service) calculated as if the Member ceased to be in the Service of the Corporation or Associated Employer on the date on which the Member ceased to be Temporarily Totally Disabled.
- (iii) if the Member is entitled to a benefit payment under either sub-rule 13.4(b)(i) or (ii), the Member may request the Trustee to defer payment of all or part of the benefit until such time as the Member requests payment of all or part of the benefit in accordance with Rule 9A. Such request to defer payment under this sub-rule 13.4(b)(iii) shall be taken to be a request under sub-rule 9A.1 and the provisions of Rule 9A shall apply.

13.5 Becoming Totally and Permanently Disabled

If the Member becomes Totally and Permanently Disabled, THEN the benefit referred to in Rule 12 shall then become payable.

13.6 Attaining Normal Retirement Date

If the Member attains the Normal Retirement Date, THEN the Member shall be deemed to have retired and the benefit referred to in Rule 7 shall then become payable.

13.7 Death

- (a) If the Member dies, THEN the benefit referred to in Rule 10 shall become payable.
- (b) If the Member dies and an additional lump sum benefit is payable under a Policy effected in respect of a Member because the Member was Temporarily Totally Disabled immediately prior to their death then the Trustee may determine to pay any proceeds received into the Scheme in respect of such additional lump sum benefit in addition to any other amount payable on the death of the Member under these Rules in accordance with Rule 11.

13.8 Determining Benefits

For the purposes of determining the benefits under sub-rules 13.5, 13.6 and 13.7, the Member's Annual Salary relating to the Review Date coincident with or next preceding the Member's Date of Disablement (in the case of benefits under sub-rule 13.6) and the Member's Date of Disablement (in the case of

benefits under sub-rules 13.5 and 13.7) shall be deemed to apply up to the Normal Retirement Date.

13.9 Payment

If the Member becomes Temporarily Totally Disabled prior to attaining the Normal Retirement Date, THEN -

- (a) an income benefit shall be payable to the Member under sub-rules 13.1 and 13.2;
- (b) no benefit shall become payable to or in respect of the Member under any provisions of the Rules other than as specified in this Rule 13;
- (c) no contributions shall be made by the Member while the Member is entitled to payment of the income benefit.

13.10 Rehabilitation

- (a) To the extent income benefits continue to be payable in respect of a Member under the terms of the relevant Policy effected by the Trustee and subject to any terms and conditions imposed by the Insurer, a Member who has been entitled to receipt of income benefits under this Rule 13, can engage in gainful occupation and for the purposes of this Rule 13 and for the purpose of continuing to satisfy the definition of Temporary Total Disablement the Member shall for a period not exceeding two years be deemed not to have been so engaged or able to be so engaged. In respect of any such period of gainful occupation the amount of income benefit payable under this Rule 13 shall, subject to sub-rule 13.1, be reduced by seventy-five per cent of the monthly amount earned by the Member from that gainful occupation.
- (b) For the purposes of this Scheme a period for which the benefit is payable under this sub-rule 13.10 is deemed to be a period of Temporary Total Disablement.

13A. ADDITIONAL VOLUNTARY INSURANCE BENEFITS

13A.1 The Trustee may offer to a Member the opportunity to apply to the Trustee for benefits to become payable from the Scheme in addition to those benefits that would otherwise be payable to or in respect of the Member as a consequence of all or any of the following events:

- (a) the Member's death;
- (b) the Member suffering a Terminal Medical Condition; and
- (c) the Member's Total and Permanent Disablement,

where such additional benefits will be equal to the proceeds payable under a Policy effected by the Trustee for such an event occurring in respect of the Member.

13A.2 The Trustee may only make an offer to a Member under sub-rule 13A.1 if and to the extent that:

- (a) the relevant additional benefits are available under a Policy effected by the Trustee and in force for the time being; and
- (b) the Trustee is satisfied that the Member has or will have a sufficient balance in either or both of the Member's Additional Voluntary Member Contribution Account or Rollover Account to fund the cost of the additional benefits under the Policy in respect of the Member.

13A.3 An application made by a Member under sub-rule 13A.1 must be made in such form and within such time as is prescribed by the Trustee.

13A.4 The Trustee may either:

- (a) reject an application; or
- (b) accept an application in whole or in part and impose such terms and conditions upon the additional benefits becoming payable, including but not limited to the following kinds of terms and conditions:
 - (i) the maximum benefit which may be payable to or in respect of the Member;
 - (ii) circumstances in which a benefit will be limited or not payable to or in respect of the Member having regard to the Member's predisposition to a risk of death or disability;
 - (iii) the form by and period within which a claim must be made by or on behalf of a Member; and
 - (iv) any restrictions or limitations imposed by the relevant Insurer or the relevant Policy.

The Trustee may at any time after accepting an application from a Member under this sub-rule 13A.4 change the terms and conditions applicable to those additional benefits, including without limitation if the terms and conditions of the relevant Policy are changed or a new Policy is effected by the Trustee. To the extent that an application for additional benefits has been accepted by the Trustee those additional benefits are payable to a Member pursuant to this Rule 13A and subject to those terms and conditions imposed by the Trustee pursuant this sub-rule 13A.4.

13A.5 Notwithstanding any other provision of this Rule 13A and without limiting sub-rule 6.2 an additional benefit is not payable to or in respect of a Member pursuant to this Rule 13A unless and until insurance proceeds in respect of such amount have been received by the Trustee into the Scheme in respect of the additional benefit that would be otherwise payable to the Member.

13A.6 If an event occurs in respect of a Member for which an additional benefit is payable the Trustee must apply the insurance proceeds received into the Scheme in respect of the additional benefit payable to or in respect of the Member as if those insurance proceeds formed part of the Member's Additional Voluntary Member Contribution Account.

13A.7 Without limiting any other provision of these Rules, an additional benefit will cease to apply in respect of a Member if:

- (a) the Insurer ceases to provide cover in respect of the relevant Member for the additional benefit; or
- (b) the total balance of both of the Member's Additional Voluntary Member Contribution Account and Rollover Account falls below a minimum amount which the Trustee determines from time to time is necessary to maintain to meet the ongoing costs of the Policy for the additional benefit in respect of the Member.

14. WITHDRAWAL BENEFITS

14.1 If the Member prior to the Normal Retirement Date ceases (other than by reason of the Member's death or the circumstances set out in Rules 8 or 12) to be in the Service of the Corporation or Associated Employer, THEN the Member shall elect to receive one of the following forms of benefits:

- (a) an Immediate Benefit in accordance with sub-rule 14.2;
- (b) a Voluntary Deferred Benefit in accordance with sub-rule 14.3; or
- (c) a Part-Cash/Part Deferred Benefit in accordance with sub-rule 14.3A.

14.1A If the Member fails to make an election under rule 14.1 within 90 days of becoming entitled to the benefit or such other reasonable period as the Trustee allows, then:

- (a) that Member will be deemed to be a Parked Member and to have elected to receive the Immediate Benefit in accordance with sub-rule 14.2; and
- (b) the Immediate Benefit will be retained in the Scheme subject to the provisions of Rule 9A.

14.2 Immediate Benefit

If the Member elects to receive the Immediate Benefit, THEN the benefit payable to the Member shall, subject to Rule 6, be determined as follows:

(a) Due to Illness, Injury, Retrenchment

if the Member ceases to be in the Service of the Corporation or Associated Employer on account of illness or injury (proof of which is provided to the satisfaction of the Trustee) or (in the opinion of the Trustee) on account of Retrenchment of staff, THEN the benefit payable shall be an amount equal to the sum of:

- (i) the greater of:
 - (A) the Member's Partial Accrued Benefit; and

- (B) the sum of:
- (I) twice the Member's contributions to the Scheme pursuant to sub-rule 4.1; and
 - (II) (if the Member participated in the Previous Scheme immediately prior to the Date of Commencement) an amount equal to the Transfer Value;

varied as follows:

- (III) in respect of any period before 1 November 2007, with compound interest at a rate determined by the trustee from time to time in accordance with sub-rule 14.5;
- (IV) in respect of any period on or after 1 November 2007, movements in the value of Units allocated to the amounts referred to under this sub-rule 14.2(a)(i) which have not been redeemed,

PROVIDED THAT the benefit payment in terms of this sub-rule 14.2(a)(i)(B) shall not exceed the Member's Full Accrued Benefit; and

- (ii) the balance of the Member's Rollover Account (if any); and
- (iii) the balance of the Member's Additional Voluntary Member Contribution Account (if any).

(b) Other Circumstances

If the Member ceases to be in the Service of the Corporation or Associated Employer other than under sub-rule 14.2(a), THEN the benefit payable shall be an amount equal to the sum of –

- (i) an amount equal to the aggregate of –
 - (A) the Member's contributions to the Scheme pursuant to sub-rule 4.1; and
 - (B) (if the Member participated in the Previous Scheme immediately prior to the Date of Commencement) an amount equal to one-half of the Transfer Value;

varied as follows:

- (C) in respect of any period before 1 November 2007, with compound interest at a rate determined by the Trustee from time to time in accordance with sub-rule 14.5;

- (D) in respect of any period on or after 1 November 2007, varied with movements in the value of Units allocated to the amounts referred to under this sub-rule 14.2(b)(i) which have not been redeemed; and
- (ii) an amount equal to one-twentieth of the amount specified in sub-rule 14.2(b)(i) for each of the Member's Years of Participation in excess of five years; and
- (iii) the balance of the Member's Rollover Account (if any); and
- (iv) the balance of the Member's Additional Voluntary Member Contribution Account (if any);

PROVIDED THAT the Corporation or Associated Employer may at its discretion direct that a greater benefit be paid to the Member, PROVIDED FURTHER THAT in no case shall the sum of the amounts calculated in sub-rule 14.2(b)(i) and 14.2(b)(ii) exceed the amount calculated under sub-rule 14.2(a)(i)(B).

14.3 Voluntary Deferred Benefit

If a Member elects to receive the Voluntary Deferred Benefit, THEN

- (a) payment of the Member's benefit is deferred ("the Voluntary Deferred Benefit");
- (b) the Voluntary Deferred Benefit must be paid at the earliest of:
 - (i) the date of the Member's death; and
 - (ii) the date that the Relevant Law requires the benefit to be paid;
- (c) the Member may request the Trustee to pay the Voluntary Deferred Benefit in full or in part from the earliest of:
 - (i) the Member's fiftieth birthday; or
 - (ii) the date prior to the Member's fiftieth birthday on which the Member satisfies the Trustee that the Member is totally and permanently incapacitated for work;
- (d) if the Member requests payment of only part of the Voluntary Deferred Benefit, the Trustee may impose restrictions and/or conditions (including the charging of any fee) upon the times at and the manner in which that payment and subsequent payments may be made;
- (e) any part of the Voluntary Deferred Benefit not paid to the Member after the Member's fiftieth birthday shall:
 - (i) in respect of any period before 1 November 2007, accrue interest until it is paid at a rate determined by the Trustee from time to time in accordance with sub-rule 14.5;

- (ii) in respect of any period on or after 1 November 2007, vary with movements in the value of Units allocated to that part of the Voluntary Deferred Benefit, which have not been redeemed, until it is paid;
- (f) the Voluntary Deferred Benefit is calculated as the sum of:
 - (i) the Full Accrued Benefit at the date the Member ceases to be in the service of the Corporation or Associated Employer ("the benefit date") increased at each Review Date after the benefit date by multiplying the Full Accrued Benefit which has accumulated by the Review Date:
 - (A) in the case of a benefit date which is before 23 June 2003, by the greater of:
 - (I) 3%;
 - (II) the fraction $(A/B + .03)$
 - (B) in the case of a benefit date which is on or after 23 June 2003, by the greater of:
 - (I) 0%;
 - (II) the fraction (A/B)

where:

"A" means the Consumer Price Index for Adelaide (All Groups) last published before the Review Date or date of payment under sub-rule 14.3(c) (as the case may be) on which the calculation is being made; and

"B" means the Consumer Price Index for Adelaide (All Groups) last published before the previous Review Date;

- (ii) the balances of the Member's:
 - A. Rollover Account (if any); and
 - B. Additional Voluntary Member Account (if any),
 varied as follows:
 - (I) in respect of any period before 1 November 2007, increased at each Review Date after the benefit date and at 31 October 2007 by interest at a rate determined by the Trustee from time to time in accordance with sub-rule 14.5;
 - (II) in respect of any period on or after 1 November 2007, varied with movements in the value of Units allocated to the Voluntary Deferred Benefit, which have not been redeemed;

- (g) the Trustee may change the fraction in sub-rule 14.3(f)(i)(A)(II) and sub-rule 14.3(f)(i)(B)(II) at any time;
- (h) if the Consumer Price Index for Adelaide (All Groups) ceases to be published, then the Trustee may, after taking appropriate advice, substitute another appropriate index to achieve a similar result;
- (i) these rules apply to all Voluntary Deferred Benefits payable to any Member whose entitlement to the Full Accrued Benefit accrued on or after 10 September 1990.

14.3A Part Cash/Part Deferred Benefit

If the Member elects to receive the Part Cash/Part Deferred Benefit, THEN:

- (a) an amount equal to the sum of:
 - (i) the balance of the Member's Rollover Account (if any);
 - (ii) the balance of the Member's Additional Voluntary Member Contribution Account (if any);
 - (iii) the Member's contributions to the Scheme pursuant to sub-rule 4.1, varied as follows:
 - (A) in respect of any period before 1 November 2007, with compound interest on those contributions in accordance with sub-rule 14.5;
 - (B) in respect of the period on or after 1 November 2007, varied with movements in the value of Units allocated to those contributions, which have not been redeemed; and
 - (iv) an amount equal to one-half of the Transfer Value (if any), varied as follows:
 - (A) in respect of any period before 1 November 2007, with compound interest on that amount in accordance with sub-rule 14.5;
 - (B) in respect of the period on or after 1 November 2007, varied with movements in the value of Units allocated to that amount, which have not been redeemed; and

shall be paid to the Member immediately;
- (b) payment of the balance of the Member's benefit is deferred ("the Partial Voluntary Deferred Benefit");
- (c) the Partial Voluntary Deferred Benefit must be paid at the earliest of:
 - (i) the date of the Member's death; and
 - (ii) the date that the Relevant Law requires the benefit to be paid;

- (ca) the Member may request the Trustee to pay the Partial Voluntary Deferred Benefit in full or in part from the earliest of:
 - (i) the Member's fiftieth birthday; or
 - (ii) the date prior to the Member's fiftieth birthday on which the Member satisfies the Trustee that the Member is totally and permanently incapacitated for work;
- (cb) if the Member requests payment of only part of the Partial Voluntary Deferred Benefit, the Trustee may impose restrictions and/or conditions (including the charging of any fee) upon the time at and the manner in which that payment and subsequent payments can be made;
- (cc) any part of the Partial Voluntary Deferred Benefit not paid to the Member after the Member's fiftieth birthday shall:
 - (i) in respect of any period before 1 November 2007, accrue interest until it is paid at a rate determined by the Trustee from time to time in accordance with sub-rule 14.5;
 - (ii) in respect of any period on or after 1 November 2007, vary with movements in the value of Units allocated to that part of the Partial Voluntary Deferred Benefit, which have not been redeemed, until it is paid,
- (d) the Partial Voluntary Deferred Benefit is calculated as:
 - (i) twenty percent of the difference between:
 - A. the Full Accrued Benefit at the date the Member ceases to be in the service of the Corporation or Associated Employer ("the benefit date"); and
 - B. the sum of the Member's contributions to the Scheme pursuant to sub-rule 4.1 and one-half of the Transfer Value (if any), varied as follows:
 - (i) in respect of any period before 1 November 2007, with compound interest on those amounts in accordance with sub-rule 14.5;
 - (ii) in respect of any period on or after 1 November 2007, varied with movements in the value of Units allocated to those amounts, which have not been redeemed,

multiplied by:

 - (ii) the lesser of:
 - A. the Member's Year's of Participation; and
 - B. five;

- (e) the amount calculated in (d) above is to be increased at each Review Date after the benefit date by multiplying the amount accumulated by each Review Date by:
 - (i) in the case of a benefit date which is before 23 June 2003, by the greater of:
 - (A) 3%;
 - (B) the fraction $(A/B + .03)$
 - (ii) in the case of a benefit date which is on or after 23 June 2003, by the greater of:
 - (A) 0%;
 - (B) the fraction (A/B)
- where "A" and "B" have the same meaning as in sub-rule 14.3.
- (f) The Trustee may change the fraction at any time.

14.4 Deemed Contributions

For the purpose of this Rule 14 a Member is deemed to have contributed to the Scheme under Rule 4 those contributions which the Member would otherwise have made during any period of Temporary Total Disablement under Rule 13 and is deemed not to have contributed to the Scheme those contributions which the Member has made under sub-rule 4.1(a).

14.5 Rate of Interest

For the purpose of this Rule 14 compound interest additions shall be calculated from the date the Member joins the Scheme and added on each Review Date and finally on the earlier of the date of payment of the benefit and 31 October 2007. The rate of interest shall be four per cent per annum prior to the first day of July 1980, on and thereafter five per cent per annum prior to the first day of July 1983, on and thereafter six per cent per annum prior to the first day of July 1990 and on and thereafter such rate as is from time to time determined by the Trustee having regard to the gross investment earning rate of the Scheme (after considering the relevant requirements of the Relevant Law and such advice as it may require). The rate of interest shall not be varied retrospectively. It shall be assumed that contributions paid by the Member during any Review Period and during the period to the date the Member ceases to be in the Service of the Corporation or Associated Employer from the next preceding Review Date were paid midway through those periods.

14.6 Definitions

For the purpose of this Rule 14 -

"Full Accrued Benefit" in respect of a Member means the amount calculated in the manner set out in Rule 8 but excluding from the calculation the balance of the Member's Rollover Account (if any) and Additional Voluntary Member Contribution Account (if any) (as if that Rule 8 applied to the Member ceasing

to be in the Service of the Corporation or Associated Employer under this Rule 14).

“Partial Accrued Benefit” in respect of a Member means the amount calculated as ten per cent of the Member’s Final Average Salary multiplied by the Member’s Years of Membership as if the Member had retired on the date of ceasing to be in the Corporation’s or Associated Employer’s Service.

“Transfer Value” in respect of a Member means the amount transferred into the Scheme from the Previous Scheme in respect of the Member.

14.7 Manner of Payment

The benefit referred to in this Rule 14 shall, subject to Rule 15 and compliance with the Relevant Law, be paid to the Member either as a capital sum or in such other manner as the Trustee and the Member agree and without limiting the generality of the foregoing the whole or part of the benefit payable may be utilised by the Trustee to provide for the purchase of an annuity payable to the Member of such nature as the Trustee and the Member agree.

14.8 Portability – Deferred Benefits

If the Trustee receives a written request from a Member who has previously ceased Service and has elected to receive Deferred Benefits which is equivalent to a request made pursuant to regulation 6.33 of the SIS Regulations if the Scheme were a Regulated Superannuation Fund:

- (a) the Trustee must determine the Member’s withdrawal benefit as the sum of:
 - (i) the amount that the Member would have been entitled to receive as an Immediate Benefit, in accordance with sub-rule 14.2, at the date the Member ceased to be in the Service of the Corporation or an Associated Employer, had the Member elected to receive an Immediate Benefit at that time; and
 - (ii) in respect of any period before 1 November 2007, interest, determined in accordance with sub-rule 14.5, on the amount determined under sub-rule 14.8(a)(i) from the date the Member ceased to be in the Service of the Corporation or an Associated Employer up to and including the date of payment of the benefit,

in respect of any period on or after 1 November 2007, varied with movements in the value of Units allocated to the amount determined under sub-rules 14.8(a)(i) and (ii), which have not been redeemed, from the date the Member ceased to be in the Service of the Corporation or an Associated Employer up to and including the date of payment of the benefit, to the extent that any of that period falls on or after 1 November 2007 - less any amounts previously paid to the Member in accordance with this Rule 14;
- (b) unless the Trustee refuses to transfer or roll over all or part of the withdrawal benefit of the Member on the basis of any of the provisions in regulation 6.34 of the SIS Regulations that would apply if the Scheme

were a Regulated Superannuation Fund, the Member ceases to be entitled to a Deferred Benefit and is entitled only to the withdrawal benefit determined in accordance with sub-rule 14.8(a).

14.9 Portability

The Trustee may, upon receipt of a written request from a Member and subject to any conditions the Trustee may impose, transfer or roll over all or part of the balance of the Member's:

- (a) Rollover Account (if any); and/or
- (b) Additional Voluntary Member Contribution Account (if any); and/or
- (c) Surplus Account (if any),

to an Approved Fund. Following such transfer or roll over the Member's benefits must be adjusted accordingly to take account of the amount transferred or rolled over.

14A. PARTIAL WITHDRAWALS

14A.1 As soon as practicable following receipt of a written request from a Member in a form approved by the Trustee for the payment of a benefit, the Trustee must pay to or in respect of the Member, in accordance with that written request:

- (a) if the Member is at least sixty-five years of age – an amount not exceeding the balance of the Member's:
 - (i) Rollover Account (if any);
 - (ii) Additional Voluntary Member Contribution Account (if any); and/or
 - (iii) Surplus Account;
- (b) if the Member is under sixty-five years of age - an amount not exceeding such part of the balance of the Member's Rollover Account that would represent an "unrestricted non-preserved benefit" if the Scheme were a Regulated Superannuation Fund.

14A.2 The Trustee may impose any conditions it may determine on the payment of a benefit under this Rule 14A.

14A.3 The Trustee may charge a fee in respect of a payment pursuant to this Rule 14A.

14A.4 The Trustee must debit the Member's Rollover Account and/or Additional Voluntary Member Contribution Account and/or Surplus Account (as applicable) with an amount corresponding to the amount paid under this Rule 14A.

15. DEFERRED BENEFITS - PRESERVATION

15.1 Subject to Rule 6 and notwithstanding any other provisions of these Rules, if a Member becomes entitled to a Compulsory Deferred Benefit under this Deed, then that Compulsory Deferred Benefit, varied as follows:

- (a) with compound interest calculated in accordance with sub-rule 14.5 from the date of the Member's entitlement to the Compulsory Deferred Benefit to the Deferral Date or the date of the transfer (as the case may require), to the extent that such period of time falls before 1 November 2007;
- (b) varied from the date of the Member's entitlement to the Compulsory Deferred Benefit to the Deferral Date or the date of the transfer (as the case may require), to the extent that such period of time falls on or after 1 November 2007, with movements in the value of Units allocated to the Compulsory Deferred Benefit which have not been redeemed,

shall become payable to or in respect of the Member on the Deferral Date.

15.2 Definitions

For the purpose of this Rule 15 -

"Compulsory Deferred Benefit" in relation to a Member means the amount of the benefit required to be preserved in accordance with the Relevant Law, which amount shall be -

- (a) preserved within the Scheme (or within another superannuation plan or fund approved for the purposes of the Relevant Law or approved deposit fund to which the amount is transferred); or
- (b) (at the request of the Member) applied to purchase an immediate or a deferred annuity of such nature as the Trustee and the Member agree on terms which satisfy the Relevant Law.

"Deferral Date" means the earliest of -

- (a) the date on or after the Member attains the age of fifty-five years and on which in the opinion of the Trustee the Member retires from the workforce;
- (b) the date prior to the attainment of the age of fifty-five years on which the Member retires from the workforce as a result of Permanent Incapacity or Permanent Invalidity (as provided for under the SIS Act);
- (c) the date of the Member's death;
- (d) the date of the Member's departure from Australia to take up permanent overseas residence; and
- (e) (subject to the other provisions of this Deed and the Rules) such earlier date as the benefit may be paid in such other circumstances as may from time to time be approved for the purposes of the Relevant Law.

15.3 Manner of Payment

The Compulsory Deferred Benefit referred to in this Rule 15 shall be paid to the Member either as a capital sum or in such other manner as the Trustee and the Member agree or (in the event of the Member's death) paid to or for the benefit of such one or more Dependants of the deceased Member and the Legal Personal Representative of the deceased Member and in such shares and proportions and in such manner as the Trustee in its discretion determines or (as the case may require) in the manner specified in sub-rule 12.2.

16. LOCATION OF MEMBER

Subject to compliance with the relevant requirements of the Relevant Law –

- (a) if when any benefit becomes payable to a Member in accordance with this Deed and the Rules the Trustee is not for a period of one year immediately thereafter (after reasonable enquiry) aware of the location of the Member, THEN the amount of the benefit shall be forfeited;
- (b) if the Member is subsequently found, THEN the Trustee may in its discretion pay the whole or part of the forfeited amount to the Member in accordance with the Rules as if the amount of the benefit had not been forfeited.

17. INCAPACITY OF MEMBER OR DEPENDANT

Where a benefit is to be payable to a Member or Dependant who is in the opinion of the Trustee incapable of managing his or her affairs due to his or her state of health or because he or she is an infant, THEN the Trustee may in its discretion establish a Trust (whether or not it, is the trustee of that Trust) for the benefit of that Member or Dependant with power to invest the amount to which that Member or Dependant would otherwise be entitled and to apply any part of the income or capital of the assets of that Trust at any time and in any way consistent with the purposes of that Trust.

- 18. Every Member, person claiming a benefit and Employer must give the Trustee any information or documents that the Trustee requires to administer the Scheme.
- 19. Notwithstanding any amendments made on 24 August 1993, rights of Members to benefits as at that date are not reduced by those amendments except for the amendments made by a deed dated the 14th day of October 1994.

20. MINIMUM SG BENEFIT

20.1 Notwithstanding any other provision in the Deed or these Rules, the benefit paid to or in respect of a Member under these Rules when taken into account with any other benefit provided for or in respect of the Member from any other superannuation fund to which the Corporation or an Associated Employer (as the case may be) contributes or has contributed in respect of the Member shall not be less than the greater of:

- (a) the amount which is required to be vested in a Member under the Relevant Law; or
- (b) the sum of:

- (i) the Pre-2006 Minimum Benefit; and
- (ii) the Post-2006 Minimum Benefit.

20.2 In this rule 20, **Pre-2006 Minimum Benefit** means:

(a) if the Member either:

- (i) was at least 50 years of age on 30 June 1992; or
- (ii) joined the Scheme prior to 22 June 1990 and had completed thirty years of Service as at 30 June 1992,

an amount equal to the sum of:

(A) the product of:

- (Aa) the retirement benefit or the early retirement benefit that would have been payable, had the Member retired on 30 June 1992 determined under rule 7 or 8 respectively; and
- (Ab) the Member's Final Average Salary as at 31 August 2006,

divided by the Member's Final Average Salary as at 30 June 1992;

(B) the sum of all contributions made by the Member to the Scheme between 30 June 1992 and 31 August 2006 and interest on such contributions up until 31 August 2006 at the rate determined under rule 14.5;

(C) the Member's Compulsory Amount;

(D) the balance of the Member's Rollover Account as at 31 August 2006 (if any); and

(E) the balance of the Member's Additional Voluntary Member Contribution Account as at 31 August 2006 (if any),

less any taxes attributable to those amounts which have not already been taken into account and which the Trustee determines should be taken into account;

(b) if the Member either:

- (i) joined the Scheme on or after 22 June 1990 and was less than fifty years of age as at 30 June 1992; or
- (ii) joined the Scheme prior to 22 June 1990 and was less than fifty years of age as at 30 June 1992 and had not completed 30 years of Service as at 30 June 1992,

an amount equal to the sum of:

- (A) the benefit that would have been payable under clause 14.2 had the Member resigned on 30 June 1992 plus interest on that amount up until 31 August 2006 at the rate determined under rule 14.5;
- (B) the sum of all contributions made by the Member to the Scheme between 30 June 1992 and 31 August 2006 and interest on such contributions at up until 31 August 2006 at the rate determined under rule 14.5;
- (C) the Member's Compulsory Amount;
- (D) the balance of the Member's Roll-over Account as at 31 August 2006 (if any); and
- (E) the balance of the Member's Additional Voluntary Member Contribution Account as at 31 August 2006 (if any),

less any taxes attributable to those amounts which have not already been taken into account and which the Trustee determines should be taken into account.

20.3 In this rule 20, **Post-2006 Minimum Benefit** means, in respect of the period of time from 1 September 2006 until the date of payment of the benefit, a benefit determined by the Board on the advice of the Actuary as being sufficient to ensure that the Corporation's or the Associated Employer's (as the case may be) superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* is reduced to nil.

20.4 In this rule 20, **Member's Compulsory Amount** means the sum of:

- (a) any amounts nominated in writing by the Corporation or Associated Employer (as the case may be) to the Trustee in respect of the Member (including any amounts which are to account for superannuation guarantee charge purposes); and
- (b) interest on the amounts referred to under sub-rule (a) up until the earlier of the date of payment of the benefit and 31 October 2007 at the rate determined under sub-rule 14.5;

which total amount will then be varied in respect of the period from 1 November 2007 up until the date of payment of the benefit with movements in the value of Units allocated to such total amount, which have not been redeemed.

The Corporation or Associated Employer may nominate an amount for the purposes of sub-rule (a) in respect of a Member for a particular period. Once made, such a nomination is irrevocable in respect of the period to which it relates.

RULES FOR THE MANAGEMENT OF
SA METROPOLITAN FIRE SERVICE SUPERANNUATION SCHEME
PART APPLICABLE TO RETAINED FIREFIGHTERS

INDEX - PART APPLICABLE TO RETAINED FIREFIGHTERS

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1. DEFINITIONS

In this Deed and in this Part of the Rules the following words and expressions shall, unless the context otherwise requires, have the following meanings -

"Accumulation Account" means in respect of a Member, the account established and maintained under Rule 4A.

"Actuary" means a person who is appointed by the Trustee who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia. The Institute of Actuaries of Australia includes any body formed in reconstruction thereof or in succession thereto.

"Approved Fund" means a superannuation fund or approved deposit fund or other superannuation arrangement to which or from which the Trustee is permitted to transfer or rollover monies or receive monies pursuant to the Relevant Law.

"Associated Employer" means an entity admitted to participate in the Scheme under sub-clause 9B.1 and whose participation has not been terminated under sub-clause 9B.4.

"Child" has the same meaning as the term is given under the SIS Act.

"Corporation" means South Australian Metropolitan Fire Service.

"Custodian Trustee" means any person or corporation so appointed in terms of the Deed.

"Deed" means the Trust Deed by which the Scheme has been established (as amended from time to time) and to which this part of the Rules is attached and forms part.

"Dependant" in relation to a Member means:

- (a) the Spouse and any Child of the Member;
- (b) any person with whom a Member has had an Interdependency Relationship after taking into account matters and circumstances specified by regulations made under the Relevant Law for the purposes of determining whether two persons do or do not have an interdependency relationship; or
- (c) any other person who, in the opinion of the Trustee, is or was at the relevant date wholly or partially dependent on the Member.

"Eligible Rollover Fund" has the same meaning as in Part 24 of the SIS Act.

"Employee" means a person who is classified by the Corporation as being in the permanent Service of the Corporation and who either is employed full-time or is employed part-time on a rate of remuneration which is in exact proportion to the remuneration for full-time employment taking account of the proportion of full-time hours worked.

"Fund Administrator" means any person, firm or corporation appointed in terms of the Deed to manage the administration of the Scheme.

"Government co-contribution" has the same meaning as it has under the *Superannuation (Government Co-Contribution for Low Income Earners) Act 2003* as amended, re-enacted or substituted from time to time.

"Insurer" means any corporate insurer carrying on the business of life insurance in Australia, approved for the time being by the Corporation and with which a Policy is effected by the Trustee, and the phrase "the relevant Insurer" means that Insurer which covers the risk of the particular event referred to under the Policy.

"Interdependency Relationship" means either:

- (a) a relationship between two persons (whether or not related by family) where:
 - (i) they have a close personal relationship; and
 - (ii) they live together; and
 - (iii) one or each of them provides the other with financial support; and
 - (iv) one or each of them provides the other with domestic support and personal care; or
- (b) a relationship between two persons (whether or not related by family) where:
 - (i) they have a close personal relationship; and
 - (ii) they do not satisfy the other criteria under sub-paragraph (i) of this definition by reason that either or both of them suffer from a physical, intellectual or psychiatric disability.

"Investment Manager" means any person, firm or corporation appointed in terms of the Deed to manage the investment of the assets of the Scheme.

"Legal Personal Representative" means the executor or administrator of the deceased Member's estate while acting in that capacity.

"Member" means a Retained Firefighter who has been admitted as a Member of the Scheme or (as the context requires) a person in respect of whom a benefit is payable in accordance with this Part of the Rules and, for the avoidance of doubt, includes where the context requires a Spouse Member.

"Policy" means the relevant policy or policies effected with the Insurer in accordance with this Deed and the Rules to provide benefits under the Scheme.

"Regulated Superannuation Fund" has the same meaning as in section 19 of the SIS Act.

"Relevant Law" means (as the context requires) the Superannuation Act, the SIS Act, the Tax Act and the regulations to those Acts as amended from time to time, any re-enactment of those Acts for the time being in force and any other legislation with which the Scheme or Trustee must comply in order to gain or maintain the most favourable tax treatment of the Scheme.

"Retained Firefighter" means a person who is classified by the Corporation as being a retained firefighter in the Service of the Corporation.

"Review Date" means -

- (a) the first day of July in each year or such other date as is determined by the Trustee to be applicable generally as the date in relation to which adjustments to contributions and benefits are to be determined;
- (b) in relation to a new Member - the date the Member joined the Scheme.

"Rules" means these Rules as amended.

"Scheme" means the superannuation fund established in terms of the Deed.

"Service" means continuous service with the Corporation or Associated Employer. For the purposes of this definition an employee's service shall not cease to be continuous by reason only of the employee's temporary absence from the service of the Corporation or Associated Employer -

- (a) while the Member is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or
- (b) in any other circumstances which for the purposes of the Scheme the Corporation or Associated Employer regards as not resulting in a break in the continuity of the employee's service;

and "Service of the Corporation" shall have a corresponding meaning.

"SHASA" means the Superannuation Holding Accounts Special Account established under the *Small Superannuation Accounts Act 1995*.

"SIS Act" means the *Superannuation Industry (Supervision) Act 1993* as amended from time to time.

"SIS Regulations" means the *Superannuation Industry (Supervision) Regulations 1994* as amended from time to time.

"Spouse" of a Member means:

- (a) for the purpose of any provision relating to the operation of clause 14A of the Deed – has the meaning set out in clause 14A of the Deed; and
- (b) for any other purpose:
 - (i) the Member's husband, wife, widow or widower; and
 - (ii) any other person who is a spouse of the Member within the meaning of the SIS Act.

"Spouse Contributions-Splitting Amounts" means any amounts payable for the benefit of a Member as permitted by Division 6.7 of the SIS Regulations.

"Spouse Member" means a person who is admitted to participate in the Scheme as a Spouse Member under clause 9C of the Deed.

"Standard Member" means a Member of the Scheme who is not a Retained Firefighter.

"Superannuation Act" means the *Superannuation Act 1988* (South Australia) as amended from time to time.

"Tax Act" means the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* as amended from time to time.

"Terminal Medical Condition" in relation to a Member:

- (a) has the meaning given to that term or an equivalent term in any Policy effected by the Trustee and in force for the time being in respect of the Member; or
- (b) if at any time there is no Policy in force in respect of the Member that gives meaning to that term or an equivalent term – has the meaning given to that term under the SIS Regulations.

"Total and Permanent Disablement" in relation to a Member means:

- (a) Total and Permanent Disablement as defined in any Policy effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the relevant Insurer for the purposes of the Policy. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Insurer and the decision of the Insurer on any such question shall be final;
- (b) (if at any time there is no Policy in force) the Member's incapacity to the extent:
 - (i) of the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the loss of one limb and the sight of one eye; or
 - (ii) (after a period of six consecutive months' continuous absence from Service on account of illness or injury which is proved to the satisfaction of the Trustee) and in the opinion of the Trustee (after considering such medical or other evidence or advice as it may require from time to time) the Member is unable and unlikely ever again to be able to undertake any form of regular remunerative work for which the Member is reasonably fitted by education or training or experience;

PROVIDED THAT the Trustee is satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Scheme. Every question as to whether a Member is Totally and Permanently Disabled shall be decided by the Trustee and the decision of the Trustee on any such question shall be final;

and "Totally and Permanently Disabled" shall have a corresponding meaning.

"Unit" means an undivided beneficial interest in the Scheme.

"Unit Benefit" means two thousand two hundred and eighty dollars or such greater amount applicable to all Members as the Trustee may determine with effect from a Review Date.

2. POLICY TO FUND BENEFITS

The whole or part of the benefits provided for in this Part of the Rules may be funded by means of a Policy with an Insurer approved by the Corporation.

3. MEMBERSHIP

3.1 Eligibility

- (a) Subject to this Rule 3 and any express provisions in these Rules:
 - (i) any Retained Firefighter may apply to become a Member from the date he or she becomes a Retained Firefighter of the Corporation;
 - (ii) a Retained Firefighter's application for membership must be made to the Trustee in a form approved by the Trustee;
 - (iii) upon receipt of a Retained Firefighter's application for membership, the Trustee may determine to admit the Retained Firefighter as a Member; and
 - (iv) the Retained Firefighter will be deemed to have become a Member on such date as is determined by the Trustee or, where the Trustee makes no such determination, upon the date of receipt by the Trustee of the first contribution made by the Corporation or other employer in respect of the Retained Firefighter.
- (b) Notwithstanding any other provision of these Rules, any Retained Firefighter who receives a benefit under Rule 8A (and therefore ceases to be a Member pursuant to Rule 8A) but continues in Service as a Retained Firefighter may apply to become a new Member immediately after ceasing to be a Member pursuant to Rule 8A, provided that:
 - (i) subject to Rule 8A.3, the Member will not be entitled to the insured component of any benefit (including without limitation the Unit Benefit or any multiple of the Unit Benefit); and
 - (ii) such membership shall be subject to such other terms and conditions as the Trustee may, in its absolute discretion, determine.
- (c) A Retained Firefighter admitted to membership under paragraph (a) or (b) of this Rule 3.1 shall be deemed to have approved of and shall be bound by all the provisions of the Deed and this Part of the Rules.

3.2 Member to Provide Information

A Member shall –

- (a) submit such evidence of age as is required by the Trustee; and
- (b) submit such evidence of health as is required and sign any documents required in connection with the Policy; and
- (c) supply all other information as may be reasonably required by the Trustee.

3.3 Election to withdraw from Scheme

- (a) A Member may elect to withdraw from the Scheme in accordance with this sub-rule 3.3.
- (b) An election by a Member under sub-rule 3.3(a) must be made to the Trustee in a form approved by the Trustee.
- (c) The withdrawal will take effect on a date determined by the Trustee (**Withdrawal Date**).
- (d) On the Withdrawal Date the Trustee must:
 - (i) subject to preservation requirements under Relevant Law, pay to or in respect of the Member; or
 - (ii) if the Member has not yet satisfied a condition of release under Relevant Law, transfer to an Approved Fund in accordance with Rule 9A,

the whole of the balance of the Member's Accumulation Account.
- (e) Once the Trustee has paid or transferred the whole of the balance of the Member's Accumulation Account under this sub-rule 3.3 the Member will have no further entitlement to benefits under these Rules and the Member will cease to be a Member.

3.4 Cessation of Membership

A person shall cease to be a Member upon:

- (a) all benefits in the Scheme for that person having been paid or transferred out of the Scheme; or
- (b) the Trustee closing the person's Accumulation Account under sub-rule 4A.5.

4. CONTRIBUTIONS

4.1 By Member

A Member is not obliged to contribute to the Scheme. The Trustee may permit a Member to make contributions. The Trustee may impose restrictions and/or conditions upon a Member being entitled to make contributions.

4.2 By Corporation and Associated Employer and Others

The Trustee may accept contributions to the Scheme in respect of a Member from any of the following, subject to any conditions and/or restrictions the Trustee may impose (including the charging of any fee):

- (a) the Corporation;
- (b) an Associated Employer in respect of the Member (if any);
- (c) any other employer of the Member;

- (d) any other person in respect of the Member,

to extent that the Trustee would be permitted to accept such contributions from such person in respect of the Member and it would not cause the Scheme to be classified as a public offer superannuation fund under the SIS Act.

4A. ACCOUNTS

4A.1 Member Accounts

The Trustee must establish and maintain an Accumulation Account for each Member.

4A.2 Credits to Accumulation Accounts

The Trustee shall credit the Accumulation Account of a Member with:

- (a) any amount transferred into the Scheme on account of that Member;
- (b) any contribution on account of that Member;
- (c) in respect of any period before 1 November 2007, interest at the rate determined by the Trustee under sub-rule 14.5 of the Rules Applicable to Standard Members;
- (d) any Government co-contributions received by the Trustee in respect of the Member under clause 9AA of the Deed; and
- (e) any Spouse Contributions-Splitting Amounts received by the Trustee under clause 14.2(b) of the Trust Deed.

4A.3 Debits to Accumulation Accounts

The Trustee shall debit the Accumulation Account of a Member with:

- (a) any amount transferred out of the Scheme on account of that Member;
- (b) any Benefit paid to or in respect of that Member or a Beneficiary on account of that Member (including amounts paid to a Member under sub-rule 5.3);
- (c) any portion the Trustee decides of the costs of any Policy taken out by the Trustee in respect of the Member or a Beneficiary on account of that Member;
- (d) any portion the Trustee decides of taxation payable, (or which might become payable if the Trustee thinks fit) on Contributions (including superannuation contributions tax pursuant to the *Superannuation Contributions Tax Imposition Act 1997*), transfers or income and profits credited to that Member's Accumulation Account;
- (e) any portion of expenses of the Scheme the Trustee decides;
- (f) in respect of any period before 1 November 2007, any negative earnings determined by the Trustee under sub-rule 14.5 of the Rules Applicable to Standard Members.

4A.4 Changes in Unit Price of Accumulation Accounts

In respect of any period on or after 1 November 2007 the Trustee shall allocate to a Member's Accumulation Account movements in the value of Units allocated to the Member's Accumulation Account which have not been redeemed.

4A.5 Closure of Accumulation Account

The Trustee may close an Accumulation Account with a nil or negative balance.

5. ADJUSTED BENEFITS IN PARTICULAR CASES

5.1 Incorrect or Incomplete Information

If the Member's date of birth is shown to be incorrectly stated, or if other information supplied to the Trustee or the relevant Insurer is shown to have been incorrect or incomplete, THEN the benefit payable under the Scheme to or in respect of the Member shall (unless the Trustee otherwise determines) be adjusted as the Trustee considers equitable having regard to the relevant circumstances and the Relevant Law.

5.2 Inability to Insure, Non-standard Terms Etc.

Subject to the Relevant Law -

- (a) if the application for granting of any insurance under the Policy on the life of a Member or of any increase in the amount of the insurance is not accepted by the relevant Insurer on its standard terms; or
- (b) if the amount (if any) of the insurance under the Policy is limited by the relevant Insurer at any time or is not paid or is paid as a reduced amount by the relevant Insurer in terms of the Policy;

THEN the benefit payable under the Scheme on the Member's death or disablement shall (unless the Trustee otherwise determines) be adjusted as the Trustee considers equitable having regard to the amount (if any) of the insurance granted by the relevant Insurer under the Policy and the conditions relating to it or the amount (if any) of the insurance not paid by the relevant Insurer under the Policy.

5.3 Payments in advance

If a Member is absent for a period from the Service of the Corporation or Associated Employer without remuneration on account of illness or injury, BUT the Member has not become Totally or Permanently Disabled, THEN the Trustee may advance to the Member such monies as are necessary for the purpose of relieving hardship of the Member, BUT the amount of money advanced to the Member shall not exceed the balance of the Member's Accumulation Account.

5.4 No allocation of surplus assets

Notwithstanding any other provision of this Deed and the Rules a Member is not entitled to any allocation of surplus assets from this Fund in respect of their membership of the Scheme while the Member is a Retained Firefighter.

6. DEATH BENEFITS

6.1 Death in Service aged less than Sixty-Five

If the Member dies while in the Service of the Corporation or Associated Employer prior to the Member's sixty fifth birthday, THEN the benefit payable shall, subject to Rule 5 be equal to the sum of:

- (a) the balance of the Member's Accumulation Account; and
- (b) the Unit Benefit multiplied by the number of Units in accordance with the scale set out in Schedule I;

6.2 Death in Service aged Sixty Five or more

If the Member dies while in the Service of the Corporation or Associated Employer on or after the Member's sixty fifth birthday, THEN the benefit payable shall be the balance of the Member's Accumulation Account.

7. PAYMENT OF DEATH BENEFITS

7.1 Dependant or Legal Personal Representative

If the Member dies, THEN, subject to compliance with the relevant requirements of the Act, the Trustee shall pay or apply the benefits payable in accordance with this Deed and the Rules to or for the benefit of such one or more Dependants of the deceased Member and the Legal Personal Representative of the deceased Member and in such shares and proportions and in such manner as the Trustee in its discretion determines, and without limiting the generality of the foregoing the Trustee may utilise the whole or part of the benefit payable to provide for the purchase of an annuity (payable to any one or more of the Dependants of the deceased Member) of such nature as the Trustee in its discretion determines after considering such advice as it may require.

7.2 No Dependant or Legal Personal Representative

If, at the expiration of the period of twelve months from the date of the Member's death, the Trustee is of the opinion, after reasonable enquiry, that the deceased Member left no Dependants and that it is unlikely that a Legal Personal Representative of the Member will be appointed, THEN the Trustee may pay the death benefit amount to such individual or individuals and in such a manner as the Relevant Law permits.

7.3 Infant Dependant

Where a Dependant to whom an amount is to be paid is an infant, THEN the Trustee may pay the amount to the Legal Personal Representative of the deceased Member or to the parent or guardian of the Dependant to be applied for the benefit of the Dependant. The receipt of the person paid shall be sufficient evidence to the Trustee that the amount has been paid for the benefit of the Dependant.

7.4 Incapacity of Dependant

Where a benefit is to be payable to a Dependant who is in the opinion of the Trustee incapable of managing his or her affairs due to his or her state of health or because the Dependant is an infant, THEN the Trustee may in its discretion establish a Trust (whether or not it is the trustee of that Trust) for the benefit of that Dependant with power to invest the amount to which that Dependant would otherwise be entitled and to apply any part of the income or capital of the assets of that Trust at any time and in any way consistent with the purposes of that Trust.

8. TOTAL AND PERMANENT DISABLEMENT BENEFITS

8.1 Amount

If the Member becomes Totally and Permanently Disabled prior to the Member's sixty fifth birthday, THEN the benefit payable shall, subject to Rule 5, be equal to the sum of:

- (a) the balance of the Member's Accumulation Account; and
- (b) the Unit Benefit multiplied by the number of Units in accordance with the scale set out in Schedule I;

8.2 Payment

Subject to compliance with the Act, the Trustee shall pay the benefits to the Member either as a capital sum or in such other manner as the Trustee and the Member agree.

8A. TERMINAL MEDICAL CONDITION BENEFITS

8A.1 Subject to the remaining provisions of this Rule 8A and notwithstanding any other provision of these Rules, if:

- (a) a Member requests payment under this Rule 8A; and
- (b) the Trustee is satisfied that a Terminal Medical Condition exists in relation to that Member,

the Trustee may, in its absolute discretion and subject to such terms and conditions as the Trustee considers appropriate, pay to or in respect of the Member a benefit equal to the benefit that would have been payable (subject to any limitations under any applicable Policy) in respect of the Member under these Rules if the Member had died on the date that the Trustee determines that a Terminal Medical Condition exists in relation to the Member.

8A.2 Subject to Rule 8A.3, once the Trustee has paid a benefit to or in respect of a Member under Rule 8A.1 the Member will have no further entitlement to benefits under these Rules and the member will cease to be a Member of the Scheme.

8A.3 If any limitation under any applicable Policy operates to restrict the amount payable to a Member under Rule 8A.1 to a maximum limit, a benefit will remain payable upon the Member's subsequent death or Total and Permanent Disablement on the terms set out in Rule 7 or Rule 8.2 (as the case may be),

but limited only to the remaining amount of any insurance proceeds paid to the Trustee under such Policy as a result of the Member's death or Total and Permanent Disablement.

8A.4 This Rule 8A does not apply to Spouse Members.

9. LEAVING SERVICE BENEFIT

9.1 Amount

If the Member ceases to be in the Service of the Corporation or Associated Employer other than by reason of:

- (a) death; or
- (b) Total and Permanent Disablement;

THEN the benefit payable is the balance of the Member's Accumulation Account.

9.2 Payment

Subject to compliance with the Act, the Trustee shall pay the benefit to the Member either as a capital sum or in such other manner as the Trustee and the Member agree.

9A. PORTABILITY

The Trustee may, upon receipt of a written request from a Member and subject to any conditions the Trustee may impose, transfer or roll over all or part of the balance of the Member's Accumulation Account to an Approved Fund. Following such transfer or roll over the Member's benefit must be adjusted accordingly to take account of the amount transferred or rolled over.

10. INCAPACITY OF MEMBER OR DEPENDANT

Where a benefit is to be payable to a Member or Dependant who is, in the opinion of the Trustee, incapable of managing his or her affairs due to his or her state of health or because he or she is an infant THEN the Trustee may in its discretion establish a Trust (whether or not it is the trustee of that Trust) for the benefit of that Member or Dependant with power to invest the amount to which that Member or Dependant would otherwise be entitled and to apply any part of the income or capital of the assets of that Trust at any time and in any way consistent with the purposes of that Trust.

11. PARTIAL WITHDRAWALS

11.1 As soon as practicable following receipt of a written request from a Member in a form approved by the Trustee for the payment of a benefit, the Trustee must pay to or in respect of the Member, in accordance with that written request:

- (a) if the Member is under sixty-five years of age - an amount not exceeding such part of the balance of the Member's Accumulation Account that would represent an "unrestricted non-preserved benefit" if the Scheme were a Regulated Superannuation Fund;

- (b) if the Member is at least sixty-five years of age – an amount not exceeding the balance of the Member's Accumulation Account.

11.2 The Trustee may, impose any conditions it may determine on the payment of a benefit under this Rule 11.

11.3 The Trustee may charge a fee in respect of a payment pursuant to this Rule 11.

11.4 The Trustee must debit the Member's Accumulation Account with an amount corresponding to the amount paid under this Rule 11.

12. INFORMATION

Every Member, person claiming a benefit and Employer must give the Trustee any information or documents that the Trustee requires to administer the Scheme.

Schedule I

<u>Age Attained in Years of Member at Review Date Coincident with or Next Preceding Date of Death or Disablement (as applicable)</u>	<u>Number of Units</u>
39 or less	35
40	34
41	33
42	32
43	31
44	30
45	29
46	28
47	27
48	26
49	25
50	24
51	23
52	22
53	21
54	20
55	19
56	18
57	17
58	16
59 to 64	15