

Consolidated Deed

Super SA Select

Southern Select Super Corporation
(Trustee)

Consolidated version as at 31 August 2022
(as amended per below)

	<i>Date Executed</i>
Original Deed	18 December 2012
Deed of Variation No 1	26 September 2018* (effective from 3 September 2018)
Deed of Variation No 2	16 December 2020 (effective from 16 December 2020)
Deed of Variation No 3	31 August 2022 (effective from 30 November 2022)

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1. Definitions and interpretation

1.1 Definitions

In this deed:

2009 Act means the *Southern State Superannuation Act 2009 (SA)*.

Actuary means a fellow or accredited member of the Institute of Actuaries of Australia.

Administration Expenses means the costs and expenses of and incidental to the establishment, operation, management and administration of the Fund, but not including Investment Management Expenses.

Adult Child means a Child who is aged 18 years or more unless the Child is:

- (a) aged less than 25 years and was financially dependent on the Member as at the date of the Member's death; or
- (b) disabled within the meaning of section 8(1) of the *Disability Services Act 1986 (Cth)*, or as otherwise determined by the Trustee in accordance with the Relevant Law from time to time.

Approved Benefit Arrangement means a fund or benefit arrangement other than the Fund, into which or from which assets can be transferred into or from the Fund without causing the Fund to be in breach of or to fail to comply with the Relevant Law.

APRA means the Australian Prudential Regulation Authority.

Auditor means the person appointed for the time being as Auditor of the Fund pursuant to clause 8.1.

Beneficiary means:

- (a) a Member; or
- (b) any other person who is for the time being beneficially entitled to receive a benefit from the Fund in accordance with this Deed.

Benefit means the amount that a Member, a Dependant of that Member, a Beneficiary or any other person is entitled to receive from the Fund pursuant to this Deed.

Category means a category of membership under clause 15.3 and includes any sub-category created within a category.

Child has the same meaning as in SIS.

Complying Superannuation Fund has the same meaning as in section 45 of SIS.

Constituent Rules means:

- (a) in the case of a Public Corporation, the legislative instrument governing the Public Corporation; or
- (b) in the case of a corporation incorporated under the Corporations Act, its constitution.

Constitutional Corporation has the same meaning as in SIS and for the avoidance of doubt, includes a Public Corporation.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Deed means this Trust Deed, including the Rules, as amended, added to, revoked or replaced from time to time in accordance with this Deed.

Dependant has the same meaning as in SIS.

Division means a division of the Fund under clause 3.2.

Eligible Employee means:

- (a) an Employee who is for the time being eligible for membership of a particular Division or Category under the Rules; or
- (b) an Employee who falls within a class of Employees which the Trustee has determined is for the time being eligible for membership of the Fund or a particular Division or Category.

Eligible Person means an Eligible Employee or any other person who falls within a class of persons which the Trustee has determined or that the Rules provide is for the time being eligible for membership of the Fund or of a particular Division or Category.

Employed Member means a person who is for the time being both an Employee and a Member.

Employee has, in relation to an Employer, the same meaning as in SIS, and includes a Member who is taken to be an Employee under clauses 15.5 or 15.6.

Employer means:

- (a) the Public Sector; and
 - (b) a Participating Employer;
- and:
- (c) in relation to an Employee, the Employer or Employers by which the Employee is for the time being an Employee; or
 - (d) in relation to a former Employee, the Employer or Employers by which the former Employee was last an Employee.

Family Law Legislation means the provisions contained in Part VIII B of the *Family Law Act 1975* (Cth).

Fund means the superannuation fund known as Super SA Select established upon the trusts of this Deed.

Gainful Employment means employment for earnings, including business income, bonuses, commissions, fees, gratuities, salary and wages.

Insurer means a person from whom insurance is sought or with whom insurance is effected by the Trustee pursuant to this Deed.

Investment Management Expenses means the costs and expenses of and incidental to the investment of the Fund.

Investment Manager means a body corporate appointed for the time being as an Investment Manager in accordance with clause 11.3.

Legal Personal Representative has the same meaning as in SIS.

Member means a person admitted to membership of the Fund in accordance with this Deed whose membership has not ceased or otherwise been terminated in accordance with this Deed.

Member's Account means an account maintained in respect of a Member in accordance with the Rules.

Minister means the person holding the position of Treasurer of the Government of South Australia at the relevant time, including any delegate of or successor to that office.

Nominated Beneficiary means with respect to a Member, the Legal Personal Representative nominated on that Member's last effective Valid Nomination Form to receive any death benefit that becomes payable from the Fund.

Participating Employer means a person who has entered into an agreement with the Trustee in such form as the Trustee may from time to time require.

Pension means a Benefit payable by instalments and, if the Fund is a regulated superannuation fund, means a pension that satisfies regulation 1.06 of the SIS Regulations or any other provision of the Relevant Law.

Police Superannuation Scheme means the scheme of superannuation established by the *Police Superannuation Act 1990* (SA).

Power means a power, right, discretion or authority of any nature and howsoever arising (including without limitation a power which a person has a duty to exercise and a power of approval).

Public Corporation means a body corporate established under section 24 of the *Public Corporations Act 1993* (SA).

Public Sector has the meaning given to it under the *Public Sector Act 2009* (SA).

Qualified Adviser means:

- (a) an accountant, barrister, solicitor, actuary, medical practitioner or other professional person;
- (b) an Insurer; or
- (c) any other person considered by the Trustee in good faith to be capable of giving advice in relation to any matter or question, whether by virtue of formal qualifications or experience in business or otherwise.

Regulator means APRA and any other authority regulating a Relevant Law.

Relevant Law means:

- (a) SIS;
- (b) the Tax Act;
- (c) the Corporations Act;
- (d) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which applies to the Fund, this Deed or the Trustee with the force of law; and
- (e) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which does not fall within paragraph (a), (b) or (c) of this definition but which the Trustee may determine from time to time to be a Relevant Law for the purposes of the whole or any particular provisions of this Deed,

and 'requirement' and 'applicable requirement', when used in relation to a Relevant Law, means a requirement of, or a regulation promulgated under, the Relevant Law which must be complied with or satisfied in order to secure or better secure a concession in respect of Tax, or to avoid a relevant penalty, detriment or disadvantage, in connection with the Fund.

Rules means the provisions in the Schedule.

SA Ambulance Service Superannuation Scheme means the SA Ambulance Service Superannuation Scheme ABN 81 557 964 989.

SG Act means the *Superannuation Guarantee (Administration) Act 1992* (Cth).

SIS means the *Superannuation Industry (Supervision) Act 1993* (Cth).

SIS Regulations means the *Superannuation Industry (Supervision) Regulations 1994* (Cth).

Spouse has the same meaning as in SIS.

Superannuation Funds Management Corporation means the Superannuation Funds Management Corporation of South Australia continued in existence by the *Superannuation Funds Management Corporation of South Australia Act 1995* (SA).

Tax means a governmental impost (including without limitation a tax, surcharge, duty or levy) which is or might become payable in connection with the Fund, income of the Fund, payment or transfer of money or property to or from the Fund, this Deed or anything done or which may

be done under this Deed, including any tax, surcharge, duty or levy payable in respect of a Member that must be paid or collected by the Trustee or the Fund.

Tax Act means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) (as applicable).

Triple S Scheme means the Southern State Superannuation Scheme governed by the 2009 Act.

Trustee means the trustee for the time being of the Fund whether original or substituted.

Valid Nomination Form means a nomination form which has been signed by the Member in accordance with procedures determined by the Trustee and which is valid under the Relevant Law.

1.2 Interpretation

In this Deed, unless the contrary intention appears or the context requires otherwise:

- (a) a reference to a:
 - (i) 'rule' is a reference to a provision in the Schedule; and
 - (ii) 'clause' is a reference to a provision in this Deed other than in the Schedule;
- (b) headings and indexes are for convenience only and do not affect the interpretation of this Deed;
- (c) words importing the singular include the plural and vice versa and words importing a gender include any gender;
- (d) a reference to a law or a provision of a law (a '**specified law**') includes:
 - (i) the specified law as amended or re-enacted;
 - (ii) any other law to the extent it replaces the specified law, whether or not passed or approved by the same legislative body or other authority and whether or not incorporating or adopting a law previously in force; and
 - (iii) any other law (and any enforceable determination or ruling) made or laid down in accordance with the specified law,

where '**law**' means a statute, regulation, standard, proclamation, ordinance, statutory rule or by-law;
- (e) a reference to a part, clause, rule or other provision of this Deed is a reference to that part, clause, rule or provision as amended, added to, revoked or replaced from time to time;
- (f) a word or an expression importing a natural person includes a body corporate and any other person recognised at law, a partnership and any other group or association of persons but the words 'natural person' have their normal meaning;
- (g) without affecting the jurisdiction of any competent court or tribunal, if a dispute or doubt arises as to the interpretation of this Deed or the rights or obligations of a person under this Deed, the decision of the Trustee is binding on all interested persons;
- (h) while for convenience a particular word or group of words defined in this Deed may commence with capital or lower case letters, failure to use capital or lower case letters in that word or group of words elsewhere in this Deed does not of itself mean that that word or group of words has a meaning different from the meaning given in the relevant definition;
- (i) a written resolution made for the purposes of any provision of this Deed may take the form of one or more documents in like form or to like effect, each signed by one or more persons and, in the case of an oral resolution, a statutory declaration by a person (not necessarily being a party to that resolution) as to that person's presence

at the time of the passage of that resolution and the contents of that resolution is acceptable as proof of the passage and contents of that resolution;

- (j) a reference to a power of approval includes a power to withhold or revoke approval and any appointment to an office or position under this Deed and any conduct under this Deed which requires the continued approval of the Trustee or an Employer must cease on revocation of that approval;
- (k) use of the word '**including**' does not limit the scope of a provision to the things that come after the word (or to things of a similar nature);
- (l) where this Deed provides that the Trustee and the Employer may agree to the Trustee taking a particular action, then (subject to the Rules) the Trustee only has Power to take that action after such an agreement is reached and while it remains in force; and
- (m) to the extent legally possible and unless the Trustee otherwise determines, this Deed is not subject to the *Trustee Act 1936* (SA) or any of its equivalents in any of the States or Territories of Australia.

1.3 **Application of Rules**

- (a) Each Category will be subject to and governed by the parts of the Rules relating to the relevant Category to the intent that both the relevant parts of the Rules and the provisions of this Deed, govern the rights, liabilities, duties and obligations of the Trustee, the Members and Beneficiaries of that Category and the Employers of those Members and Beneficiaries.
- (b) To the extent that there is any inconsistency between a provision of this Deed and a provision of the Rules, the provision of the Rules prevails unless a contrary intention is expressed.

1.4 **Employer powers not affected**

- (a) Nothing in this Deed or the Rules prejudices the powers of an Employer regarding the dismissal or remuneration of or any employment dealings with any of its officers, employees or servants. Any benefit to which a person may be entitled under this Deed or the Rules must not be used, alleged or asserted as damages or as grounds for increasing damages in any action or claim by or in respect of that person against an Employer in relation to the dismissal of or other employment dealings with that person by the Employer.
- (b) Except to the extent expressly provided in this Deed or the Rules, the Employer has an absolute and uncontrolled discretion in exercising, not exercising or partly exercising any Power conferred on it under this Deed or the Rules and is not subject to any fiduciary duty or like obligation or standard.

2. **Compliance with Relevant Law**

2.1 **Application**

This clause 2 applies if the Trustee has:

- (a) elected that SIS apply in relation to the Fund, so that the Fund is a regulated superannuation fund; and
- (b) registered the Fund with APRA.

2.2 **Overriding effect of this clause**

If this clause 2 applies, then notwithstanding anything expressed or implied to the contrary in this Deed or the Rules (including any other provision of this Deed or the Rules which purports

to prevail over this clause 2), if there is a conflict between this clause 2 and any other provision of this Deed or the Rules, this clause 2 prevails to the extent of the conflict.

2.3 **Mandatory compliance with Relevant Law**

The Trustee has all of the Powers necessary to comply with a Relevant Law or to do anything authorised by a Relevant Law and the Trustee must:

- (a) do, or cause to be done, any matter or thing necessary in order to satisfy any applicable requirement of a Relevant Law; and
- (b) refrain from doing, and take all reasonable steps to prevent an Employer, a Member or a Beneficiary doing, any matter or thing which would cause a breach of or non-compliance with any applicable requirement of a Relevant Law,

but the Trustee is not liable for doing or failing to do so if and to the extent that, under the Relevant Law, the Trustee is relieved from a liability to which the Trustee would otherwise be subject or that might otherwise be imposed on the Trustee under the Relevant Law because of that action or failure.

2.4 **Deemed inclusion of certain Relevant Law**

While the Fund is a Complying Superannuation Fund, any provision or requirement of a Relevant Law that is expressly required by a Relevant Law to be included in this Deed in order to comply with or satisfy a Relevant Law is deemed to be included as from the date when it must be included for that purpose (or any earlier date determined by the Trustee) but such a provision ceases to be so included when that express requirement ceases to apply.

2.5 **Interpretation and severance**

- (a) If a provision of this Deed is void or voidable or unenforceable or illegal, but would not be void or voidable or unenforceable or illegal if it were interpreted a particular way and it is capable of being so interpreted, it shall be interpreted accordingly.
- (b) If, notwithstanding clause 2.5(a)(a), a provision of this Deed is void or voidable or unenforceable or illegal and the provision would not be void or voidable or unenforceable or illegal if a word or words or the whole provision (as the case may be) were omitted, that word or those words or the whole provision (as the case may be) is or are hereby severed and the remainder of this Deed shall have full force and effect.

2.6 **Certain directions not permitted**

No person is permitted to engage in conduct which, but for this clause 2.6, would render the Trustee subject, in the exercise of any of the Trustee's Powers under this Deed, to direction by that person in terms of and to an extent not permitted under the Relevant Law (where 'engage in conduct' includes refusing or failing to do an act or exercise a Power), and any provision of this Deed which contemplates a person engaging in such conduct must be construed as only permitting that person to engage in such conduct with the approval of the Trustee.

2.7 **Obtaining Trustee consent**

To the extent that the exercise of, or the ability to exercise, a Power under this Deed by a person other than the Trustee without the consent of the Trustee would, but for this clause 2.7, render a provision of this Deed void or invalid under the Relevant Law, then that other person may only exercise that Power with the consent of the Trustee.

3. The Fund

3.1 Indefinitely continuing fund

- (a) The Fund is an indefinitely continuing superannuation fund that is maintained for the purpose of providing retirement and other benefits to Members.
- (b) The Fund shall consist of all cash, investments, earnings and other property held from time to time by or on account of the Trustee upon the trusts of this Deed.
- (c) The Trustee may determine that beneficial interests in the Fund will be represented by units and that earnings of the Fund will be allocated by way of movements in the value of units.

3.2 Creation of Divisions

- (a) The Fund initially consists of one Public Sector Division governed by this Deed and parts 1 to 5 of the Rules.
- (b) The Trustee may, by resolution, create further Divisions within the Fund governed by this Deed and such parts of the Rules as the Trustee may determine, and may close a Division or merge Divisions.
- (c) A Division shall have separately identifiable assets and separately identifiable Beneficiaries and the interests of each Beneficiary of the Division shall be determined by reference only to the conditions governing that Division and maintained in relation to the Employers, Members and Beneficiaries who participate in the Division.
- (d) For the avoidance of doubt:
 - (i) Divisions do not constitute separate sub-plans, sub-funds or separate trusts or funds;
 - (ii) the assets identified with a particular Division may only be applied for the purposes of the Division or to pay or provide for an appropriate portion (as determined by the Trustee) of the liabilities, and expense, of the Fund as a whole; and
 - (iii) Benefits payable to or in respect of Members who participate in a Division may only be provided from the assets identified within the Division.
- (e) If at any time there are no Members or Beneficiaries remaining in a particular Division and in the opinion of the Trustee all benefits which could become payable in respect of that Division have been paid, the Trustee may close the Division and any money or assets remaining in the accounts of the Fund in respect of that Division (after payment of any residual Division expenses) will become general assets of the Fund to be used in any manner determined by the Trustee.

4. Trustee of Fund

4.1 Trustee must be a Constitutional Corporation

- (a) The Trustee of the Fund for the time being must be a corporation that is a Constitutional Corporation.
- (b) The appointment, removal and proceedings of directors of a Trustee shall occur in accordance with the Constituent Rules of the Trustee.

4.2 Appointment of initial trustee

Southern Select Super Corporation is the initial Trustee of the Fund with effect on and from the date of this Deed.

4.3 **Period of office**

Subject to clause 4.4, the initial Trustee holds office during such time as such function is conferred upon it by the *Public Corporations (Southern Select Super Corporation) Regulations 2012* (South Australia).

4.4 **Appointment of new trustee**

The Minister may appoint a new Trustee to replace a Trustee that ceases to hold office.

5. **Powers of Trustee**

5.1 **Absolute discretions**

- (a) Except to the extent otherwise expressly provided in this Deed, the Trustee has in the exercise or non exercise or partial exercise of each Power exercisable by the Trustee an absolute discretion and is not bound to give any person a reason for or explanation of the exercise, non exercise or partial exercise of that Power.
- (b) The Powers conferred on the Trustee by this Deed are additional to and not in substitution for the Powers exercisable by the Trustee at law.

5.2 **Powers of Trustee**

Except to the extent expressly provided otherwise elsewhere in this Deed, the Trustee has complete management and control of all proceedings, matters and things in connection with the Fund and may do all acts and things which the Trustee may consider necessary, desirable or expedient for the proper administration, maintenance and preservation of the Fund and in the exercise of the Powers and the performance of the duties of the Trustee, including without limitation the following specific powers, namely:

- (a) without limiting clauses 11.3 and 12.1, to appoint servants, agents, attorneys and representatives (including a custodian) upon conditions determined by the Trustee, including without limitation conditions as to Powers, duties and remuneration from the Fund, and to revoke or vary an appointment;
- (b) to form committees for any purpose determined by the Trustee and, without limiting clause 5.4, to delegate any function, Power or duty to a committee, including upon terms and conditions;
- (c) to institute, conduct, defend, compound, settle or abandon legal proceedings by or against the Fund or otherwise concerning the Fund or this Deed and also to compound and allow time for payment or satisfaction of a debt due to the Fund and of a claim or demand by or against the Fund;
- (d) to make and give receipts, releases and other discharges for moneys payable to the Fund and for the claims and demands of the Fund;
- (e) to determine who is entitled to sign documents in connection with the Fund;
- (f) to open bank accounts and to make regulations for the operation of bank accounts, including without limitation the signing and endorsing of cheques;
- (g) to act on the advice or opinion of a Qualified Adviser (whether or not that advice or opinion is obtained by the Trustee) or on information received by the Trustee from any person on whom it is reasonable to rely in relation to any matter or question without being liable in connection with anything done or omitted to be done by the Trustee or a delegate or representative of the Trustee in good faith based on that advice or opinion or information;
- (h) to give an undertaking or indemnity in respect of an obligation assumed or undertaken by the Trustee in accordance with this Deed or by a delegate of the Trustee in accordance with the terms and conditions of its appointment;

- (i) to refer any dispute involving the Trustee or the Fund, or any claim or demand by or against the Trustee or the Fund, to arbitration, conciliation or mediation and observe and perform any award, determination or recommendation of the arbitrator, conciliator or mediator;
- (j) to make rules and adopt procedures in relation to the calculation and rounding off of contributions, benefits and interest, to the determination of periods of time and to any other matters which the Trustee may consider appropriate for the convenient administration of the Fund;
- (k) to extend time limits or waive any procedural steps either generally or in a particular case;
- (l) to make policies in relation to the administration and management of the Fund and in relation to the exercise of the Trustee's Powers, including in respect of Members in different Categories or Divisions and to apply different policies to different Categories or Divisions as the Trustee deems appropriate; and
- (m) to market, promote and advertise the Fund as the Trustee sees fit.

5.3 **Remuneration of Trustee**

The Trustee and any director of the Trustee may receive remuneration from the Fund in respect of the office of Trustee or director as determined under the Trustee's Constituent Rules and the Trustee may pay from the Fund reasonable expenses of a director of the Trustee in connection with that office.

5.4 **Delegation by Trustee**

The Trustee by written instrument of delegation may:

- (a) delegate any function or Power exercisable by the Trustee and any duty of the Trustee to any person or committee in any manner and upon such terms and conditions as the Trustee considers appropriate;
- (b) vary or revoke a delegation; and
- (c) exercise a Power or function or perform a duty in conjunction with or to the temporary or permanent exclusion of a delegate.

6. **Accounts**

6.1 **Member's Accounts**

The Trustee must maintain an account for each Member in accordance with the Rules in order to properly record receipts and payments in respect of each Member.

6.2 **Reserve Accounts**

The Trustee may:

- (a) establish one or more Reserve Accounts in the Fund for such purposes as may be required under the Rules or as the Trustee otherwise determines from time to time;
- (b) make credits and debits to the Reserve Account and otherwise manage and deal with the Reserve Account in accordance with the Rules and any policy determined by the Trustee for the operation of the Reserve Account; and
- (c) transfer amounts between Reserve Accounts as the Trustee considers appropriate.

6.3 **Consolidation of Accounts**

If the Trustee becomes aware that more than one Member's Account exists for a Member, it may consolidate those accounts into a single Member's Account.

6.4 Sub-accounts

The Trustee may establish sub-accounts within any account.

6.5 Closure of Accounts

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

7. Expenses

7.1 Subject to any specific provision of the Rules, Administration Expenses and Investment Management Expenses will be paid from the Fund and allocated to Member's Accounts in the manner determined by the Trustee, including by the imposition of fees and charges.

7.2 The Trustee may also allocate the cost of any specific expense or cost incurred or paid in respect of a particular Member to the particular Member's Account.

8. Fund accounting requirements

8.1 Auditor of Fund

(a) While the Trustee is a Public Corporation, the Auditor General will act as Auditor of the Fund in accordance with section 13 of the Schedule to the *Public Corporations Act 1993* (SA).

(b) If paragraph (a) does not apply, the Trustee must appoint an Auditor of the Fund. The Trustee may remove the Auditor and appoint another person as Auditor. Each appointment of Auditor will be on terms determined by the Trustee.

8.2 Fund accounts and audit

(a) The Trustee must maintain any records and accounts specified in this Deed and the Rules and may maintain any other records and accounts which the Trustee may consider to be necessary or desirable.

(b) The Trustee must prepare financial statements for the Fund at least annually.

(c) The financial statements, records and accounts of the Fund must be audited by the Auditor annually and at any other intervals determined by the Trustee. The Auditor must certify to the Trustee the result of each audit in writing (in a format approved by the Trustee).

(d) The Trustee must, within four months of the end of the financial year, submit a copy of the Fund's financial statements to the Minister, together with a report containing such information about the Public Sector Division as the Minister may reasonably require.

9. Information regarding Fund

9.1 Confidentiality

Except to the extent reasonably necessary in the operation, management and administration of the Fund and in properly giving effect to this Deed, the Trustee, each director of the Trustee, each Investment Manager and each administrator, servant, delegate or representative of the Trustee must treat as confidential all information regarding the Fund,

Members, Beneficiaries, Employees and Employers which becomes known to that person in connection with the operation, management and administration of the Fund.

9.2 Information from Employers

An Employer must, as and when requested by the Trustee, give to the Trustee all information in the Employer's possession or under the Employer's control which may be reasonably necessary for the operation, management and administration of the Fund in respect of the Employer's Employed Members.

9.3 Information for Employers

Except for any matter which is the subject of a binding obligation of confidence imposed on the Trustee, the Trustee may cause to be provided to an Employer any information which that Employer may reasonably require in order to determine and discharge an obligation or liability of the Employer in connection with the Fund or to exercise a Power or perform a duty of the Employer.

10. Indemnities and limitations

10.1 Indemnification of Trustee and officers

The Trustee, each director of the Trustee and each former director of the Trustee is exempted from liability, and is to be indemnified out of the Fund, in respect of any liability (including without limitation any cost, loss, damage or claim) caused or incurred in any manner (including without limitation negligence) in connection with the office of Trustee or director, as the case may be, to the maximum extent (but only to the maximum extent) permissible under the Relevant Law and, without limiting the preceding words, the Trustee may:

- (a) effect or acquire insurance in respect of any potential liability of the Trustee or a director, former director, officer or employee of the Trustee; and
- (b) pay from the Fund premiums and other outgoings in respect of such insurance.

10.2 Trustee's liability limited to Fund assets

Except to the extent that the Trustee cannot be exempted from personal liability under the Relevant Law, the Trustee is not required to make any payment (in respect of a benefit or otherwise) except out of the Fund or be liable to any greater extent than the moneys and property comprising the Fund.

10.3 Action notwithstanding interest

A person may be an officer, employee, agent or delegate of the Trustee and may exercise a Power by virtue of that office or position notwithstanding that the person is a Member or Beneficiary.

11. Investment of Fund

11.1 Authorised investments

Subject to clause 2 and this clause 11, the Trustee in the name or under the control of the Trustee may apply the whole or any part of the Fund not immediately required for another purpose under this Deed in any manner or form which the Trustee may consider to be an investment and suitable for the Fund, including without limitation any manner or form in which the Trustee could invest while acting in a fiduciary capacity.

11.2 Particular powers

Without limiting clause 11.1, the Trustee may:

- (a) investigate, negotiate for, promote, create, acquire, underwrite, sub underwrite, dispose of, transfer, exchange, collect, realise, alter, convert, improve, exploit, insure, extend, reconstruct, develop, manage and otherwise deal with and turn to account any property anywhere in the world, any direct or indirect interest in property and any right, contract, option or the like in respect of property in any manner, with or without security or liability, and subject to any conditions acceptable to the Trustee;
- (b) exercise all Powers appertaining or incidental to any manner or form of property and discharge from the Fund all costs of and incidental to the Powers of the Trustee under this clause 11, including without limitation costs of the investigation of and negotiation for property which does not become part of the Fund;
- (c) issue, acquire or participate in and perform any obligations under or in respect of any synthetic investment or transaction (including without limitation a futures contract, hedge contract, swap contract or option contract) whether or not related to any other property forming part of the Fund;
- (d) borrow or raise money, including under an instalment warrant;
- (e) acquire any property either alone or in conjunction with any other person (including without limitation the Trustee acting as trustee or manager of another trust) and mix money or property forming part of the Fund with any other money or property (including without limitation money or property held or administered by the Trustee as trustee or manager of another trust) but so long as at all times separate and distinct records are maintained in order to enable ready identification of the moneys and property attributable to the Fund; and
- (f) cause or allow any property to be acquired and held in the name of the Trustee or of another person acceptable to the Trustee, whether or not that other person acts for the Trustee alone or for the Trustee and another person,

and any reference to property in this clause 11.2 is a reference to real and personal property of any nature and whether or not producing income.

11.3 Investment Manager

The Investment Manager of the Fund will be Superannuation Funds Management Corporation in accordance with regulation 14 of the *Public Corporations (Southern Select Super Corporation) Regulations 2012 (SA)*.

11.4 Investment Options

Subject to this clause 11 and to any conditions imposed by the Trustee either generally or in any particular case:

- (a) **Investment Options**
The Trustee may establish investment portfolio arrangements or classes of investments within the Fund on such basis and within such parameters as the Trustee considers appropriate (any distinct portfolio of assets or classes of investments established for this purpose is called an '**Investment Option**') and may invite a Member to elect to invest all or part of any of the Member's Account balance in one or more Investment Options.
- (b) **Default Investment Options**
The Trustee may determine that a particular Investment Option will apply to a Member's Account balance if the Member has not been invited to make or has not made any election. The Trustee may determine a different default Investment Option for any Category or Division.
- (c) **Variation of elections**

At any date or dates determined by the Trustee, the Trustee may allow a Member to revoke or vary any previous Investment Option election made by the Member and to make further elections.

(d) **Election fee**

The Trustee may impose a charge for electing an Investment Option or varying an Investment Option.

11.5 Accounting for Investment Options

Where any part of any of a Member's Account balance is invested in an Investment Option as defined in clause 11.4, in determining how and to what extent the relative investment performance of that Investment Option is allocated to the Member's Account balance, the Trustee:

- (a) will have due regard to the extent to which, in the opinion of the Trustee, the Member's Account balance is represented by or is attributable to, on the one hand, investments forming part of an Investment Option and, on the other hand, investments not forming part of an Investment Option; and
- (b) may allocate that investment performance to the Member's Account balance on such basis as the Trustee may determine either generally or in any particular case, including without limitation by way of unit price movements (which may be positive or negative) or by declaring a particular earning rate (which may be positive or negative).

11.6 Overriding conditions

- (a) The aggregate amount which may be invested or applied in respect of a Member under clause 11.4 must not exceed the sum of the Member's Account balance.
- (b) The Trustee is not bound to establish or maintain any particular investment under clause 11.4 or to make it available to any particular Member, and the Trustee may vary, discontinue or dispose of any such arrangement or facility, as it considers the circumstances require and deal with the whole or any part of the Member's Account balances of Members who have elected a discontinued arrangement or facility by transferring the amount to an Investment Option selected by the Trustee.
- (c) The Trustee is not liable or responsible for or in connection with any cost, loss, expense or detriment suffered by any person as a result of the exercise, partial exercise or non-exercise of any Power exercisable by the Trustee under this clause 11 including without limitation any detriment suffered as a result of the Trustee failing to act on any election by a Member or any delay by the Trustee in doing so.
- (d) The Trustee may apportion the costs of any Investment Options established and maintained under this clause 11 between Member's Account balances on such basis as the Trustee determines.

12. Administration arrangements

12.1 Administrator

- (a) The initial administrator of the Fund will be the State Superannuation Office or its successor, or such other division of the South Australian Department of Treasury and Finance as determined by the Minister.
- (b) The Trustee may appoint one or more administrators either in addition to or in substitution for the initial administrator and in respect of the Fund or a particular Division of the Fund.
- (c) The Trustee may:

- (i) determine and re-determine the terms and conditions under which an administrator is engaged, including without limitation the Powers and duties of an administrator and its remuneration from the Fund; and
 - (ii) terminate the appointment of an administrator.
-

13. Insurance arrangements

13.1 General powers

- (a) The Trustee may (and must to the extent, if any, specified in this Deed or the Rules) enter into, arrange or acquire in the name of or under the control of the Trustee insurance or other protection in respect of any property of the Fund, any benefit or other amount which might become payable from the Fund and any other risk or liability of the Fund (including without limitation by way of an insurance policy or a re-insurance or risk sharing arrangement with any person or fund) subject to any option, right, benefit, condition or provision acceptable to the Trustee.
- (b) The Trustee may pay out of the Fund all premiums and other outgoings in respect of insurance or other protection and may vary, surrender, terminate, assign or otherwise deal with a relevant policy or other arrangement as the Trustee may think fit.

13.2 Group insurance options

The Trustee may arrange an insurance policy or policies that provides options in respect of types and levels of insurance cover and may make suitable arrangements to extend insurance cover to Members or to specific Categories or Divisions and to allow for variation or cancellation of cover.

The Trustee may also determine that a specific Member or Members or specific Categories or Divisions will not be extended any insurance cover, will not be extended a particular type or level of insurance cover or will only be extended insurance cover or a particular type or level of insurance cover subject to specified terms and conditions.

13.3 Insured Benefits

If the Trustee seeks to obtain insurance in respect of any Benefit or other amount which might become payable from the Fund and the Insurer with respect to any Member:

- (a) fails to provide or increase insurance;
- (b) limits or restricts insurance or the circumstances in which insurance proceeds will become payable; or
- (c) refuses to consider or denies a claim in whole or in part,

the Benefit payable from the Fund in respect of the Member will be limited to the Member's Account balance and any insurance proceeds that are paid by the Insurer in respect of the Member.

14. Employer Agreements

14.1 Agreements with employer

The Trustee may enter into an agreement with any person for that person to become a Participating Employer (**Employer Agreement**). Subject to any conditions imposed under the Employer Agreement or this Deed, Employees of a Participating Employer who become eligible as provided in the Employer Agreement or this Deed are eligible to participate in the Fund.

14.2 Form and status of agreements

Any Employer Agreement made under clause 14.1 may be in any form and subject to any conditions acceptable to the Trustee and the Participating Employer and may be amended or replaced by a subsequent agreement between the parties or in the manner provided in this Deed as if the agreement was a part of this Deed. If there is a conflict between this Deed and an Employer Agreement, this Deed prevails.

15. Admission of Members

15.1 Application procedures

Subject to clause 15.2 and any express provisions of the Rules:

- (a) application to become a Member must be made to the Trustee by an Eligible Person or by an Employer on behalf of an Eligible Employee in a form determined or approved by the Trustee;
- (aa) upon receipt of an application for membership, the Trustee may determine to admit the Eligible Person to membership of the Fund;
- (ab) the Trustee must classify Members on admission to the Fund into the relevant Division and Category for which the Member is eligible according to the eligibility criteria specified in this Deed and the Rules;
- (b) the admission of an Eligible Person as a Member of the Fund shall be subject to any conditions imposed by the Trustee and, in respect of an Eligible Employee, to any further conditions agreed between the Trustee and the Employer; and
- (c) the Eligible Person will be deemed to have become a member of the Fund and the relevant Division and Category on a date determined by the Trustee (including by policy or standing determination) or, where the Trustee makes no such determination or policy, upon the date of receipt by the Trustee of the first contribution made by an Employer or other employer in respect of the Eligible Person.

15.2 Deemed admission

Subject to any conditions agreed between the Employer and the Trustee and without limiting this clause 15, the Employer, after consulting the Trustee, may determine that an Eligible Employee is deemed to become a Member on a date determined by the Employer and notified to the Trustee, but a person so deemed to be a Member is not required to contribute to the Fund without that person's express consent.

15.3 Categories of Members

- (a) Part 1 of the Rules provides the eligibility conditions for the Public Sector Division and for the different Categories of Members in the Public Sector Division. Upon admission to the Public Sector Division, the Trustee must classify a Member into the Category for which the Member is eligible according to the eligibility criteria specified in the Rules and must re-classify the Member into another Category if the Member satisfies the eligibility criteria for that Category as specified in the Rules.
- (b) The Trustee may establish sub-categories within a Category either generally or for a particular purpose.
- (c) The Trustee may establish further Categories with different rights, privileges, conditions or restrictions within the Public Sector Division or under another Division of the Fund.

15.4 Deed binding

Each Member is bound by this Deed.

15.5 Transfers between Employers

A Member does not cease to be a Member or an Employee by reason of ceasing to be an Employee of one Employer and immediately becoming an Employee of another Employer.

15.6 Temporary cessation of Employment

If a Member ceases to be an Employee and within one month (or such other period as the Trustee may determine) the Member recommences employment with the same Employer or another Employer, the Member is deemed to have remained an Employee throughout the period when the Member was not employed by an Employer (except that no contributions are required in respect of that period), subject to any conditions determined by the Trustee.

15A. Cessation of Membership

A person ceases to be a Member upon the earlier of:

- (a) all Benefits in the Fund for that person having been paid or transferred out of the Fund; or
- (b) the Trustee closing all of the Member's Accounts under clause 6.5 or the Rules.

16. Information from and for Eligible Persons and Members**16.1 Provision of information by Eligible Persons and Members**

Each Eligible Person and Member must provide all information and evidence, sign all documents, undergo all medical examinations and tests, and generally satisfy all standards and requirements as and when the Trustee may reasonably consider necessary or desirable.

16.2 Action on non compliance

Without limiting clause 16.1, if:

- (a) an Eligible Person or a Member fails to comply with clause 16.1 or to satisfy a test, standard or requirement laid down under that clause to the satisfaction of the Trustee; or
- (b) a statement made or evidence provided by or in respect of an Eligible Person or a Member is found to contain a misstatement, error, mistake, inaccuracy or suppression,

the Trustee may:

- (c) in the case of an Eligible Person, admit that person as a Member subject to conditions determined or approved by the Trustee or refuse to admit that person as a Member; or
- (d) in the case of a Member, impose conditions, declare the Member ineligible for certain Benefits, including insured Benefits, or reduce the Member's Benefits.

16.3 Provision of information to Eligible Persons and Members

In addition to providing all information required in order to satisfy any applicable requirement of the Relevant Law, the Trustee may provide to Eligible Persons, Members and Beneficiaries such information as the Trustee may consider to be necessary or appropriate about the management and investment of the Fund and the benefits to which he or she may become entitled.

16.4 **Copies of Deed**

Without limiting a Member's rights in respect of the Deed and Rules under the Relevant Law, a Member may request in writing (in a format approved by the Trustee):

- (a) to inspect a copy of the Deed and the Rules applicable to the Member at the principal office of the Trustee (or at any other place specified by the Trustee) during normal business hours upon reasonable notice; or
 - (b) to be sent a copy of the Deed and the Rules applicable to the Member,
- and the Trustee may make a charge for the provision of a copy of the Deed and Rules to any person.

17. **Taxation**

The Trustee may take any actions which the Trustee may consider appropriate in taking account of any Tax, including without limitation:

- (a) reducing or otherwise adjusting the amount of any contribution to or benefit payable from the Fund;
- (b) deducting an amount for Tax from investment performance before it is allocated to an Investment Option;
- (c) establishing reserves and making provisions in the accounts of the Fund and payments from the Fund to relevant governmental authorities;
- (d) adopting policies relating to the claiming of Tax refunds;
- (e) increasing death benefits for anti-detriment payments; and
- (f) providing information to the relevant governmental authorities.

18. **Member contributions**

18.1 **Amount to be contributed**

Subject to any conditions determined by the Trustee, the amount of a Member's contributions to the Fund at any particular time must be determined in accordance with the Rules and any Employer Agreement.

18.2 **Manner and timing of payment**

Member contributions must be paid to the Fund in the manner determined by the Trustee, including by deduction from the Member's salary.

18.3 **Acceptance of contributions**

The Trustee must not accept contributions in respect of a Member where:

- (a) an applicable requirement of the Relevant Law does not permit acceptance of such contributions; or
- (b) the Trustee determines not to accept contributions of a particular type or in particular circumstances.

18.4 **Refund of contributions**

The Trustee must refund a contribution if an applicable requirement of the Relevant Law so requires and may refund any contribution made in error. In refunding contributions the Trustee may make an adjustment for investment performance (which may be positive or negative) and may deduct an amount for reasonable administration and transaction costs,

including an appropriate proportion of any insurance premium paid in respect of the Member or not otherwise recoverable by the Trustee.

19. Employer contributions

19.1 Amount to be contributed

Subject to clause 21, each Employer will contribute to the Fund in respect of a particular Employee the amount or rate of contributions determined in accordance with the Rules.

19.2 Employer to ensure compliance

It is solely the responsibility of the Employer to ensure that the Employer complies with this clause 19.

19.3 Timing of payment

The contributions payable by an Employer must be paid to the Fund at the times determined by the Rules.

19.4 Manner of payment

The Trustee may determine that the contributions payable by an Employer be paid in a particular manner, and if the Trustee makes such a determination the contributions must be paid in that manner. Contributions payable by one Employer may be paid by another Employer.

19.5 Leave without pay

- (a) An Employed Member can elect to contribute while on leave without pay on such terms and conditions as the Trustee may determine.
- (b) The Trustee may elect to accept contributions in respect of an Employed Member who is on leave without pay on such terms and conditions as may be agreed with the Trustee.

19.6 Cessation of contributions

Unless otherwise specified in this Deed or the Rules or agreed between the Employer and the Trustee, no contributions are payable by an Employer in respect of the period after the date the Member ceases to be an Employee.

20. Other contributions

20.1 Co-contributions and other payments

The Trustee may accept co-contributions and other payments in respect of Members on such terms and conditions as the Trustee may determine.

20.2 Spouse contributions

The Trustee may accept contributions from a Member's Spouse in accordance with the Rules and otherwise on such terms and conditions as the Trustee may determine.

20.3 Contribution splitting

- (a) The Trustee may accept applications from a Member to split contributions made in respect of the Member with the Member's Spouse in accordance with the Relevant Law and otherwise on such terms and conditions as the Trustee may determine.

- (b) The Trustee may charge a fee in respect of applications to split contributions to be deducted from the Member's Account or the account established for the Member's Spouse as determined by the Trustee.

20.4 Other employers

The Trustee may only accept contributions in respect of a Member paid by an employer of a Member that is not an Employer in accordance with the Rules and otherwise on such terms and conditions as the Trustee may determine.

21. Termination of contributions

21.1 Notice by Participating Employer

- (a) Subject to the Rules, a Participating Employer may:
 - (i) terminate all or any of its contributions to the Fund; or
 - (ii) reduce or suspend all or any of its contributions to the Fund to the extent specified in that notice and either indefinitely or for the period specified,only by giving written notice to the Trustee (either generally or in respect of any Member, Members or Category named or described in that notice).
- (b) Any notice given by a Participating Employer under this clause 21 takes effect on the date which is the later of the date that notice is received by the Trustee and the effective date (if any) specified in that notice, but a notice does not affect the Participating Employer's liability in respect of contributions due from the Participating Employer before the notice takes effect.

21.2 Effect of notice by Participating Employer.

If a notice is given pursuant to clause 21.1(a) that the Participating Employer is terminating all its contributions to the Fund, the Participating Employer will cease to participate in the Fund with effect from the date that the notice is effective.

22. Payment of Benefits

22.1 Amount and circumstances of payment

Subject to the terms of this Deed, the amount and circumstances of payment of Benefits in respect of a Member at any particular time must be determined in accordance with the Rules.

22.2 Payment of Benefits

- (a) A Benefit payable from the Fund is payable at the place and in the manner (including without limitation payment in specie or in kind, payment by electronic means or by way of instalments) determined by the Trustee and, without limiting clause 22.4, a person to whom a Benefit is payable (whether in that person's own right or for and on behalf of another person) must upon request by the Trustee provide all information and do all acts and things which the Trustee may consider necessary or desirable in effecting payment. The receipt of a Member or Beneficiary for an amount payable to that person is a complete discharge to the Trustee in respect of that amount and the Trustee is not bound to see to the application of that amount.
- (b) The Trustee may determine the relevant rate of earnings for the purposes of the whole or any particular provision of this Deed or the Rules for all or part of the period between the date a Benefit becomes payable out of the Fund to the date it is paid.

22.3 No personal claim

No person is entitled to a payment from the Fund except in accordance with this Deed and the relevant Rules.

22.4 Proof of qualification for Benefits

- (a) Without limiting clause 22.1 and subject to clause 2, a person's entitlement to a Benefit from the Fund is contingent upon:
- (i) the Trustee being notified of that person's claim or intention to make a claim in respect of that Benefit in writing (to be in a format approved by the Trustee) or another manner or form reasonably satisfactory to the Trustee; and
 - (ii) the availability to the Trustee or a delegate or nominee of the Trustee of all information, evidence and proofs required by the Trustee, delegate or nominee in order to be fully satisfied as to that person's existence, identity and whereabouts, and that person's entitlement or continued entitlement to receive that Benefit, within 90 days (or any other period determined or allowed by the Trustee either generally or in any particular case) after the date on which the Trustee, delegate or nominee first requires that information, evidence or proof.
- (b) Without limiting clause 22.1, the Trustee may suspend consideration of a person's claim to or payment of a Benefit until all required information, evidence and proofs become available to the satisfaction of the Trustee.

22.5 Payment of Benefits on death

- (a) Any Benefit payable from the Fund on or after the death of a Member, including any Benefit payable from the Fund as a pension, which under this Deed or the Rules is not expressed to be payable to or for the benefit of some other specified person or persons must be paid or applied by the Trustee to or for the benefit of one or more of:
- (i) the Member's Dependants; and
 - (ii) the Member's Legal Personal Representative,
- to the exclusion of the other or others of them and in the form, manner, proportions and subject to any conditions determined by the Trustee, subject to an applicable requirement of Relevant Law to pay a lump sum death Benefit to any Beneficiary who is not a Dependant or who is an Adult Child.
- (b) If after such inquiries and such period as the Trustee considers appropriate the Trustee is unable to identify a Dependant or Legal Personal Representative of a deceased Member to its satisfaction, the Trustee may pay or apply the Benefit otherwise payable under clause 22.5(a) in any other manner permissible under the Relevant Law.
- (c) The receipt of a person to whom an amount is paid by the Trustee under this clause 22.5 is a complete discharge to the Trustee in respect of an amount paid to that person and the Trustee is not bound to see to the application of that amount.
- (d) If the Trustee determines to offer binding nominations, any Benefit payable from the Fund under clause 22.5 on or after the death of a Member who has made a binding nomination is payable:
- (i) to the Member's Nominated Beneficiary; or
 - (ii) in accordance with clause 22.5(a) if at the time of the Member's death there is no Valid Nomination Form in respect of the Member.

22.6 Beneficiary under disability

- (a) If it appears to the Trustee that a Beneficiary is under a legal disability or is unable for any reason to satisfactorily deal with an amount otherwise payable to the Beneficiary from the Fund, the Trustee may pay or apply the whole or part of any amount payable

to the Beneficiary for or towards the maintenance, education, advancement or otherwise for the benefit of the Beneficiary in any form and manner and subject to any conditions determined by the Trustee, including without limitation by way of payment to a person who, in the opinion of the Trustee:

- (i) is a trustee for the Beneficiary, including without limitation a trustee of a separate trust established by the Trustee upon the trusts and with the Powers determined by the Trustee;
 - (ii) is a representative, Spouse, child, parent or guardian of the Beneficiary; or
 - (iii) has custody or care (or the financial expense of custody or care) of the Beneficiary.
- (b) The receipt of a person to whom an amount is paid by the Trustee under clause 22.6(a) is a complete discharge to the Trustee and the Trustee is not bound to see to the application of that amount.

22.7 **Preservation of Benefits**

Notwithstanding any provision of the Deed and Rules, Benefits payable from the Fund are subject to preservation under the Relevant Law and may only be paid in cash in the circumstances and in the form permitted by the Relevant Law.

22.8 **Access to Benefits**

If any part of a Member's Account (including any insurance proceeds) under this Deed is not subject to preservation under the Relevant Law, the Trustee may determine that any or all of the unrestricted non-preserved part of the Member's Account may be paid to the Member on such terms and conditions as the Trustee may determine.

22.9 **Release of preserved amounts**

Where a Benefit is subject to preservation under the Relevant Law and the Trustee is satisfied that a condition of release has occurred, the Trustee may pay all or part of the Member's Benefit to or in respect of the Member as permitted by the Relevant Law and otherwise determined by the Trustee.

23. **Transfers from and to Approved Benefit Arrangements**

23.1 **Transfers from Approved Benefit Arrangements**

Subject to clause 23.2, the Trustee may make any arrangements as it thinks fit with any Member or the trustee of any Approved Benefit Arrangement to transfer any money or assets to the Fund and may also make arrangements about any other matter which is incidental to, or consequent on, the admission of that Member to the membership of the Fund, including determining the value of the assets transferred to the Fund and the crediting of such amount to the relevant Member's Account.

23.2 **Payment of Benefits deferred**

If the Benefits to be transferred from the Approved Benefit Arrangement are Benefits that are required to be preserved under the rules of the Approved Benefit Arrangement or an applicable requirement of Relevant Law, then the Member is not entitled to receive from the Fund all or any part of the Benefits until such time as the Member would have been entitled to receive those Benefits from the Approved Benefit Arrangement or the Relevant Law.

23.3 **Transfers to Approved Benefit Arrangements**

The Trustee may, subject to the Rules:

- (a) if requested by the Member, in lieu of part or all of any other Benefit that the Member may be entitled to under this Deed, transfer to the trustee of another Approved Benefit Arrangement the amount standing to the credit of the Member's Account;
- (b) transfer or roll over a Benefit which has become payable to a Member to an Approved Benefit Arrangement selected by the Trustee or to another Division of the Fund in which the Member is eligible to participate where a Member has not provided instructions to the Trustee on the payment or transfer of the Benefit within a reasonable period of the Benefit becoming payable; and
- (c) transfer all or any part of the amount standing to the credit of the Member's Account to the trustee of an Approved Benefit Arrangement if the transfer is permitted under any applicable requirement of the Relevant Law.

23.4 **Method of transfer**

The Trustee may effect a transfer from the Fund by way of payment of money or transfer of assets.

23.5 **Effect of transfer**

- (a) The receipt of the trustee of an Approved Benefit Arrangement is a complete discharge to the Trustee and the Trustee is not responsible for the application or disposal of the money or assets paid or transferred to an Approved Benefit Arrangement.
- (b) Upon transfer of a Benefit or other amount from the Fund, all rights and interests of the Member or Beneficiary (and of any person otherwise entitled to claim in respect of the Member or Beneficiary) are extinguished or adjusted in the manner and to the extent determined by the Trustee to take account of that transfer.

24. **Amendment powers and procedures**

24.1 **Amendment power**

- (a) Subject to clause 24.3 and clause 24.1(b), the Trustee may by deed alter, add to or repeal all or any of the provisions contained in this Deed or the Rules, including the provisions of this clause 24.
- (b) The Trustee must obtain the consent of the Minister before altering, adding to or repealing any of the provisions contained in this Deed in accordance with clause 24.1(a), unless the Trustee reasonably believes that the alteration, addition or repeal is required for the Trustee or the Fund to comply with an applicable requirement of the Relevant Law.

24.2 **Effective date**

Any alteration, addition or repeal shall come into force on the effective date specified in the deed (whether retrospective or prospective) and if no date is specified, the date of the deed.

24.3 **Amendment subject to SIS**

While the Fund is a regulated superannuation fund, no alteration, addition or repeal shall take effect unless the Trustee is satisfied that SIS is not contravened.

25. Provisions relating to termination

25.1 Termination of the Fund

The Trustee may wind up the Fund:

- (a) if required to do so by the Minister;
- (b) when required by an applicable requirement of the Relevant Law;
- (c) if required to do so in order to avoid breaching the rule against perpetuities; or
- (d) subject to the Relevant Law, in any other circumstances it considers appropriate.

25.2 Notice of Termination

- (a) If the Trustee determines to wind up the Fund, the Trustee must give notice in writing to the Minister and the Members of the Fund.
- (b) The notice must include:
 - (i) the date of termination;
 - (ii) the reason for termination;
 - (iii) information about preservation of Benefits;
 - (iv) if relevant, information for Members on how they can instruct the Trustee as to where it should transfer any preserved Benefits; and
 - (v) any other information the Trustee considers relevant.

25.3 Arrears of Contributions and other actions

Upon the Trustee determining to terminate the Fund, the Trustee must:

- (a) call for any arrears of contributions owing to the Fund;
- (b) not, except in the case of contributions received in response to a call, accept further contributions to the Fund;
- (c) pay all expenses associated with termination;
- (d) after payment of termination expenses, distribute the balance of any Reserve Accounts to each applicable Member's Account in a fair and equitable manner as determined by the Trustee.

26. Procedure upon termination

Upon termination of the Fund, the following provisions of clause 26 have effect.

26.1 Realisation of Assets

The Trustee must, subject to the provisions of clause 26.2, sell and realise the assets of the Fund. So far as reasonably practicable, the sale is to be completed within 180 days after the date of commencement of termination of the Fund.

26.2 Distribution

- (a) The Trustee must upon completion of the realisation of the assets under clause 26.1, distribute the net proceeds and all other cash forming part of those assets to each relevant Member in proportion to the amount in each relevant Member's Account as at the date of termination of the Fund bears to the total of the net proceeds and cash held by the Trustee on the trusts of the Fund. The distribution will be made in accordance with clause 26.2(b).

- (b) The Trustee must credit the amounts referred to in clause 26.2(a) to each relevant Member's Account and distribute the amount standing to the credit of each Member's Account to:
 - (A) the Member;
 - (B) the trustee of any Approved Benefit Arrangement;
 - (C) any other person, fund or entity permitted by the Relevant Law to receive a payment in respect of the Member under this clause.
- (c) The Trustee may satisfy the requirements of this clause by the transfer of assets in lieu of the payment of cash provided that:
 - (i) the value of any asset so transferred is calculated in accordance with the provisions of this Deed; and
 - (ii) all costs incurred by the Trustee or otherwise payable in respect of the transfer of any asset in accordance with this clause are to be borne by the Member.

26.3 **Postponement of realisation**

The Trustee may postpone the sale, calling in and conversion of any assets or any part of the assets of the Fund for such time as it thinks desirable and the Trustee is not responsible for any loss attributable to such postponement.

26.4 **Retention of outgoings and Liabilities**

The Trustee may retain for as long as it thinks fit such part of the Fund as, in its opinion, may be required to meet any outgoings or liabilities, actual or contingent, in respect of the Fund or any of the assets comprised therein provided that any assets so retained, to the extent that they are ultimately found not to be so required, will remain subject to the trust for conversion and distribution as provided for in clause 26.2.

26.5 **Release of Trustee**

Upon the termination and distribution of the Fund in accordance with this Deed, the Trustee is released from this Deed and the trusts and provisions of this Deed in relation to the Fund.

26.6 **Interim distribution of entitlements**

Notwithstanding any other provision in this Deed, the Trustee may in relation to the termination of the Fund from time to time make such interim distributions to the relevant Members on account of each Member's entitlements under this clause.

27. **Notices**

27.1 **Normal procedures**

Unless the Relevant Law provides otherwise, a notice, cheque or other written matter may be given to any person by:

- (a) handing it to that person personally; or
- (b) leaving it at that person's address last known to the person giving the notice; or
- (c) sending it to that address by ordinary prepaid post (including, in the case of a body corporate, the registered office or principal place of business of that body).

27.2 **Receipt of notices**

A notice is deemed to have been received:

- (a) in the case of a notice given by hand, at the time of delivery;

- (b) in the case of a notice given by post, at the expiration of three normal working days (in the location at which the notice is posted) after posting;
- or, in any case, at any later date which the Trustee may determine to be appropriate in the circumstances.
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28. Applicable law

The proper law of this Deed is the law of the State of South Australia or of any other State or Territory of Australia determined by the Trustee.

Schedule – Rules

Public Sector Division

Part 1: General

Part 2: Permanent Employee Members

Part 3: Casual Employee Members

Part 4: Ambulance and Police Members

Part 5: Retained Members

Part 6: Triple S LPO Members

1. Part 1 – General

1.1 Application

- (a) The provisions of this Part 1 of the Rules apply to all Members of the Public Sector Division and their Employers.
- (b) In addition to the provisions of the Deed and Part 1 of the Rules:
 - (i) Part 2 of the Rules applies to Permanent Employee Members and their Employers;
 - (ii) Part 3 of the Rules applies to Casual Employee Members and their Employers;
 - (iii) Part 4 of the Rules applies to Ambulance Members and Police Members and their Employers;
 - (iv) Part 5 of the Rules applies to Retained Members; and
 - (v) Part 6 of the Rules applies to Triple S LPO Members.

1.2 Inconsistency between Parts

Part 1 of the Rules prevails to the extent of any conflict between Part 1 and any other Parts of the Rules.

1.3 Interpretation

Unless the contrary intention appears or the context requires otherwise:

2009 Regulations means the *Southern State Superannuation Regulations 2009* (SA).

Active Select Member means a Member who is employed by an Employer and whose Employer is required to make contributions to the Fund on the Member's behalf under the 2009 Act.

Ambulance Member means a Member who:

- (a) is or was at any time an Active Select Member; and
- (b) is employed by an Employer; and
- (c) meets the criteria in paragraph (i) or paragraph (ii):
 - (i) the Member:
 - (A) was never a contributory member of the SA Ambulance Service Superannuation Scheme; and
 - (B) is an 'Operations Employee' within the meaning of the SA Ambulance Service Award; or
 - (ii) the Member was a contributory member of the SA Ambulance Service Superannuation Scheme who transferred to the Triple S Scheme prior to reaching age 60.

Casual Employee Member means a Member who:

- (a) is or was at any time an Active Select Member; and
- (b) is employed by an Employer on a casual basis.

condition of release has the same meaning as in Part 6 of the SIS Regulations.

Disability in relation to a Member means:

- (a) if a disability benefit insurance policy is in force in respect of that Member, disability as defined in or for the purposes of that policy; or
 - (b) in any other case, Permanent Incapacity as determined by the Trustee,
- and 'Disabled' and 'Disablement' shall have a corresponding meaning.

Employee includes a Member who is taken to be an Employee under rule 1.16(b) or rule 3.3(d).

Member's Account means in relation to a Member the account of that name maintained in respect of the Member in accordance with rule 1.5.

Member's Account Balance means in relation to a Member as at any particular date the credit balance (if any) in the Member's Account, after all relevant credits and debits have been made to the Account.

non-member spouse has the same meaning as in Part VIII B of the *Family Law Act 1975* (Cth);

Permanent Employee Member means a Member who:

- (a) is or was at any time an Active Select Member; and
- (b) is employed or engaged by an Employer on a permanent basis (including during any probationary period); and
- (c) is not an Ambulance Member or Police Member.

Permanent Incapacity means in relation to a Member, ill-health (whether physical or mental) where the Trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience or such other meaning as may be ascribed to the term under SIS.

Police Member means a Member who:

- (a) is or was at any time an Active Select Member; and
- (b) is employed by an Employer as a police officer or cadet.

Private Sector Employer means an employer of a person other than an Employer.

Retained Member means:

- (a) a former Permanent Employee Member, Casual Employee Member, Police Member or Ambulance Member who is not an Employee of an Employer and has either elected to retain a Benefit in the Fund or not been paid a Benefit within a period determined by the Trustee; or
- (b) a Member for whom the Trustee has established an account due to a family law arrangement under rule 1.4(a)(ii).

Spouse means a person who is legally married to the Member and includes:

- (a) a person who is, on the relevant date, cohabiting with the Member as his or her *de facto* spouse if:
 - (i) the person has been so cohabiting with the Member continuously for the preceding period of 3 years; or
 - (ii) has during the preceding period of 4 years so cohabited with the Member for periods aggregating not less than 3 years; and
- (b) a person who is, on the relevant date, cohabiting as the Member's *de facto* spouse and who is the other parent of a child born to the Member (whether or not the child is still living); and
- (c) [Deleted]; and

- (d) a person who:
 - (i) is, on the relevant date, in a Registered Relationship with the Member; and
 - (ii) provides evidence that they were, on the relevant date, in the Registered Relationship by producing a certificate issued by the Registrar of Births, Deaths and Marriages under section 21 of the *Registered Relationships Act 2016*.

Temporarily Totally Disabled or Temporary Total Disablement in relation to a Member shall have the same meaning as is given to those words (or similar words) for the purposes of any policy of insurance effected by the Trustee pursuant to the Deed and under which insurance is or may become payable in the event of the temporary disablement of that Member.

Terminal Illness means an illness or condition that is likely in the opinion of at least two medical practitioners (one of whom must have specialist expertise in the relevant field of medicine) to result in the death of the person within twenty four months of the day on which the opinion is given or such other meaning as may be ascribed to the term under SIS.

Triple S Board means the South Australian Superannuation Board.

Triple S Member means a person who has an account balance in the Triple S Scheme (other than a balance held solely as a “spouse member” or “non-member spouse” as defined in the 2009 Regulations).

Triple S LPO Member means a Member who the Trustee has admitted under rule 1.4(a)(iii) and who is not a Permanent Employee Member, Casual Employee Member, Police Member, Ambulance Member or Retained Member.

1.4 Eligibility and Categories

- (a) A person is eligible to become a Member of the Public Sector Division if the person is:
 - (i) eligible to make a fund selection under section 21C of the 2009 Act and elects to become a Member in the form required by the Trustee, and the Trustee is satisfied the person will be an Active Select Member upon admission to the Fund – in which case the person will be admitted as a Permanent Employee Member, Casual Employee Member, Police Member or Ambulance Member (as the case may be); or
 - (ii) a non-member spouse for whom the Trustee establishes a Member’s Account under rule 1.9 – in which case the person will be admitted as a Retained Member; or
 - (iii) a Triple S Member who elects to become a Member in the form required by the Trustee and is not admitted under rule 1.4(a)(i) – in which case the person will be admitted as a Triple S LPO Member.
- (b) [Deleted]
- (c) It is a condition of membership of the Public Sector Division that the Trustee may provide information held by it in respect of the Member to the Triple S Board.

1.5 Member’s Account

- (a) The Trustee must cause an Account to be maintained in respect of each Member of the Public Sector Division.
- (b) There shall be credited to a Member’s Account:
 - (i) any contributions made by an Employer in respect of the Member;
 - (ii) any contributions made by the Member;
 - (iii) any contributions made by another person in respect of the Member;

- (iv) any amount the Trustee may decide to credit to the Member's Account because of a family law arrangement;
- (v) any amounts transferred in respect of the Member from another Member's Account or another Division which the Member requests or the Trustee determines to credit to the Member's Account;
- (vi) any amount transferred from a Complying Superannuation Fund in respect of the Member which the Member requests or the Trustee determines to credit to the Member's Account;
- (vii) any amount to be credited by the Trustee because of a valid contribution splitting arrangement;
- (viii) earnings from investments made in respect of the Member's Account (if positive); and
- (ix) any other amounts which this Deed or the Rules may require to be credited to the Member's Account or which the Trustee may determine to credit to the Member's Account,

and there shall be debited to a Member's Account:

- (x) any amounts which the Trustee may determine to debit in respect of Tax, Administration Expenses, Investment Management Expenses and insurance premiums (including in order to make a transfer under rule 1.8(d));
- (xi) any amount the Trustee may decide to debit to the Member's Account because of a family law arrangement;
- (xii) any amount transferred to a Complying Superannuation Fund in respect of the Member from the Member's Account;
- (xiii) any amounts transferred in respect of the Member from the Member's Account to another Division;
- (xiv) any Benefit paid to or in respect of the Member from the Member's Account;
- (xv) any amount to be debited because of a valid contribution splitting arrangement;
- (xvi) earnings from investments made in respect of the Member's Account (if negative); and
- (xvii) any other amounts which this Deed or the Rules may require to be debited to the Member's Account or which the Trustee may determine to debit to the Member's Account.

1.6 **Vesting**

The whole of a Member's Account Balance vests in the Member.

1.7 **Member contributions**

A Member may make voluntary after-tax contributions in such amounts as the Trustee approves from time to time and in accordance with the procedures determined by the Trustee from time to time.

1.7A **Private Sector Employer contributions**

- (a) The Trustee may accept contributions made by a Private Sector Employer on behalf of a Member who is an Active Select Member or a Triple S Member. The Trustee must credit such contributions to the Member's Account in accordance with rule 1.5(b)(iii).

- (b) The Trustee must not accept contributions made by a Private Sector Employer on behalf of a Member who is not an Active Select Member or a Triple S Member.

1.8 Insurance

- (a) Without limiting clause 13, the Trustee may arrange insurance cover in respect of Members of one Category of different types or amounts and on a different basis to Members of another Category, including by:
 - (i) arranging a basic level of insurance cover for Members of a particular Category;
 - (ii) arranging insurance cover for which Members of a particular Category can voluntarily apply;
 - (iii) arranging only a particular type of insurance cover for Members of a particular Category; or
 - (iv) not arranging any insurance cover for Members of a particular Category,
 and may determine the terms and conditions of eligibility for insurance cover and for the ability to opt out of insurance cover within a Category according to such factors as the Trustee considers appropriate.
- (b) The Trustee may determine the premiums for insurance cover and debit the relevant premiums for insurance cover to the Member's Account of the Member.
- (c) Insurance cover is subject always to the terms and conditions of the insurance policy and such other terms and conditions as the Trustee may determine either generally, in respect of a particular Category or in respect of a particular Member.
- (d) Instead of arranging insurance cover, the Trustee may enter into an arrangement with the Triple S Board for Members of one or more Categories to have access to Triple S Scheme entitlements to invalidity/death insurance benefits and disability pensions within the meaning of the 2009 Regulations, including, for the avoidance of doubt, to benefits payable upon Terminal Illness. For so long as the Trustee's arrangement with the Triple S Board continues:
 - (i) the Trustee may transfer an amount (not exceeding the amount of the Member's Account Balance) required by the Triple S Board to the Triple S Scheme to cover the cost of the invalidity/death insurance benefits and disability pensions;
 - (ii) the invalidity/death insurance benefits and disability pensions are payable in accordance with the 2009 Regulations; and
 - (iii) a Member who is receiving or has received an invalidity/death insurance benefit or a disability pension from the Triple S Scheme has no claim against the Fund for a similar benefit.

1.9 Family Law

- (a) The Trustee must give effect to, and may take any action it considers appropriate or necessary in connection with a valid agreement or court order in accordance with the Family Law Legislation (**family law arrangement**), including implementing payment flags and payment splits up to the value of the Member's Benefit.
- (b) Without limiting the generality of rule 1.9(a), the Trustee may:
 - (i) transfer part or all of a Member's Benefit to or for the benefit of a non-member spouse, with or without a request from or the consent of the Member and reduce the Member's Benefit by the amount so transferred; and
 - (ii) deal with the interest of the non-member spouse at the election of the non-member spouse by:

- (A) paying it to the non-member spouse to the extent that it may be paid under the Relevant Law;
 - (B) transferring it to an Approved Benefit Arrangement nominated by the non-member spouse; or
 - (C) crediting it to a Member's Account established for the non-member spouse on such terms and conditions as the Trustee may determine from time to time.
- (c) If the non-member spouse does not make an election within 28 days of being notified of the under rule 1.9(b)(ii), the Trustee must credit the interest of the non-member spouse to a Member's Account under rule 1.9(b)(ii)(C).
 - (d) The payment or transfer of the interest of a non-member spouse in accordance with this rule 1.9 will completely discharge the Trustee in respect of any liability to that non-member spouse or the Member in respect of the amount paid or transferred.
 - (e) For the avoidance of doubt, if an agreement or court order made under the Family Law Legislation constitutes a final settlement in respect of the Member's Benefit, the non-member spouse will not be entitled to any distribution of the Member's Benefit on the death of the Member after the agreement or court order has been implemented by the Trustee.
 - (f) The Trustee must provide the Member, the non-member spouse and any other eligible person with all notices and information and in such form and within such time as required under the Family Law Legislation and the Relevant Law.
 - (g) In addition to its other powers under this Deed, the Trustee may charge reasonable fees in respect of any action taken by the Trustee that is permitted or required by the Family Law Legislation.
 - (h) The Trustee may recoup any fees from:
 - (i) the Member's Account;
 - (ii) the Member's Benefit;
 - (iii) the interest of the non-member spouse; or
 - (iv) the non-member spouse's Member's Account,
 as the Trustee considers appropriate.
 - (i) In addition to its other powers under this Deed, the Trustee may deduct from the amount to be paid, transferred or rolled over the amount of any Tax that is calculated by the Trustee to be payable in respect of the interest of the non-member spouse.

1.10 **Compulsory Benefits – Preservation Rules**

- (a) If a Member becomes entitled to a lump sum Benefit under Parts 2 - 6 of the Rules, the Member may:
 - (i) immediately take the Benefit in cash if the Member has ceased employment and the amount of the Benefit is less than \$200;
 - (ii) immediately take the entire non-preserved component of the Benefit in cash and either:
 - (A) retain the entire preserved component in the Fund; or
 - (B) rollover the entire preserved component to an Approved Benefit Arrangement; or
 - (iii) rollover the whole Benefit to an Approved Benefit Arrangement.

- (b) In this rule 1.10, a '**preserved component**' becomes a '**non-preserved component**' if the Trustee is satisfied that the Member would satisfy a condition of release under SIS with a 'Nil' cashing restriction if the SIS Regulations applied.

1.10A Voluntary Partial Benefits

- (a) A Member who is not entitled to a Benefit under rule 1.10 or rule 1.17 may apply to the Trustee for payment of a partial Benefit under this rule 1.10A.
- (b) The Trustee may require that an application under this rule 1.10A be made in such manner, and comply with such requirements, as the Trustee thinks fit.
- (c) The Trustee must, on receipt of an application under rule 1.10A(a) determine whether, in the Trustee's opinion, the payment would be permitted if the SIS Regulations applied.
- (d) If the Trustee makes a determination under rule 1.10A(c) that the payment would be permitted if the SIS Regulations applied, the Trustee must pay to or in respect of the Member the lesser of:
 - (i) the amount specified in the Member's written request;
 - (ii) the maximum amount that the SIS Regulations would permit to be paid to the Member in the circumstances; and
 - (iii) the maximum amount that these rules permit to be paid to the Member in the circumstances.
- (e) If the Trustee makes a payment to a Member under rule 1.10A(d), the Trustee must debit the amount of the payment against the Member's Account.
- (f) The Trustee may impose any conditions it may determine, by policy or as set out in these rules, on the payment of a partial Benefit under this rule 1.10A.
- (g) Without limiting rule 1.10A(f), the Trustee may determine:
 - (i) a maximum number of payments that may be made to a Member under this rule 1.10A in a financial year;
 - (ii) an **applicable minimum withdrawal amount**;
 - (iii) subject to rule 1.10A(h), an **applicable minimum balance amount**; and
 - (iv) that a different minimum amount applies to different Members or classes of Members for the purposes of paragraphs (g)(ii) and (g)(iii).
- (h) For the purpose of rule 1.10A(g)(iii), the '**applicable minimum balance amount**' for a Member is:
 - (i) in the case of a Police Member – \$25,000; and
 - (ii) in the case of any other Member – the minimum amount determined by the Trustee.
- (i) The amount of a payment made to a Member under this rule 1.10A must not be less than the **applicable minimum withdrawal amount** for the Member.
- (j) The balance of the Member's Account of a Member to whom a payment has been made under this rule 1.10A must be equal to, or greater than, the **applicable minimum balance amount** for the Member.

1.11 Payment of Benefits on death of Member

- (a) Subject to rule 1.11(b), if a Member dies and:
 - (i) is survived by a Spouse, the Benefit payable in respect of the Member's death will be paid to the Member's Spouse;

- (ii) is not survived by a Spouse, the Benefit payable in respect of the Member's death will be paid to the Member's Legal Personal Representative.
- (b) If at the time of the Member's death there is a Valid Nomination Form in place in respect of the Member, rule 1.11(a) does not apply and the Benefit payable in respect of the Member's death will be paid to the Nominated Beneficiary in accordance with the Relevant Law.

1.12 **Payment of Benefits on death of Beneficiary**

If a Beneficiary dies before the Beneficiary's Benefit has been paid, the Trustee may in its discretion pay the Benefit to any one or more of:

- (a) the Beneficiary's Legal Personal Representative;
- (b) the Beneficiary's Spouse; or
- (c) the Beneficiary's children,

to the exclusion of the other or others of them.

1.13 **Division of Benefits on death**

- (a) If a deceased Member is survived by more than one Spouse as at the date of the Member's death, any Benefit payable to a Spouse will be divided between the Spouses in a ratio determined by reference to the relative length of the periods during which each of them co-habited with the deceased Member as a Spouse, disregarding periods of less than three months.
- (b) A Spouse claiming entitlement to a Benefit as a result of the Member's death must provide the Trustee with such information as it may require for the purposes of making a division under rule 1.13(a).
- (c) A Spouse who does not claim an entitlement before the Benefit payable as a result of the Member's death is paid has no right to later claim an entitlement if the Trustee pays the Benefit to another Spouse on the assumption that the other Spouse is the sole Spouse of the Member.

1.14 **[Deleted]**

1.15 **Payment of surcharge**

- (a) A Member who is liable for a deferred superannuation contributions surcharge (**surcharge**) as a result of a Benefit becoming payable to the Member may apply to the Trustee for release of an amount to pay the surcharge in a manner determined by the Trustee.
- (b) A Member who has become entitled to a Benefit or will shortly become entitled to a Benefit may:
 - (i) estimate the amount of surcharge that the Member will become liable to pay (**estimated surcharge amount**); and
 - (ii) apply to the Trustee in an approved form to:
 - (A) withhold from the Member's Benefit an amount equal to the estimated surcharge amount (**withheld amount**); and
 - (B) pay the balance of the Benefit to the Member upon the Member becoming entitled to the Benefit,

and the Trustee must accept the Member's application unless the Trustee is not satisfied that:

- (iii) the Member has or will have a surcharge liability; or

- (iv) the amount will be applied in payment of the surcharge.
- (c) If the Member's application has been accepted, the Member must:
 - (i) within two months of the Member being issued with a surcharge notice, advise the Trustee in an approved form that the surcharge notice has been issued; or
 - (ii) provide other satisfactory evidence to the Trustee of the final surcharge amount.
- (d) Within seven days of receiving the Member's advice, the Trustee must:
 - (i) pay the final surcharge amount to the Member (or if the Member so directs, to the Commissioner of Taxation); and
 - (ii) pay any balance of the withheld amount to the Member.
- (e) The withheld amount must be retained in the Fund and adjusted to reflect investment earnings on the amount.

1.16 Matters relating to employment

- (a) For the purposes of determining when an Employed Member ceases to be an Employee, a Member employed on a fixed term contract, for a particular period or until the occurrence of a particular event will be taken to have ceased employment if the contract is not renewed at the end of the term or period or the occurrence of the event.
- (b) Notwithstanding rule 1.16(a), if a Member is employed on a fixed term contract and the Member is, within three months of the end of the term of the contract, employed under a new contract for a fixed term with the same Employer or another Employer, the Member is deemed to have remained an Employee throughout the period when the Member was not employed by an Employer (except that no contributions are required in respect of that period), subject to any conditions determined by the Trustee.

1.17 Early access to superannuation benefits in case of severe financial hardship or on compassionate grounds

- (a) A Member may apply to the Trustee for the early release of an amount of the member's benefit:
 - (i) if the member is in severe financial hardship; or
 - (ii) on a compassionate ground.
- (b) The Trustee may require that an application under rule 1.17(a) be made in such manner, comply with such requirements and be on such terms and conditions as the Trustee thinks fit.
- (c) The Trustee must, on receipt of an application under rule 1.17(a), determine whether, in the Trustee's opinion, if the SIS Regulations applied, the Member would be taken for the purposes of those regulations:
 - (i) to be in severe financial hardship; or
 - (ii) to satisfy a condition of release on a compassionate ground.
- (d) If the Trustee makes a determination that rule 1.17(c)(i) or 1.17(c)(ii) applies to the Member, the Trustee must:
 - (i) determine the maximum amount that the SIS Regulations would permit to be paid to the Member in those circumstances; and
 - (ii) if the Trustee considers it appropriate to do so in all the circumstances, pay to the Member:

- (A) the amount applied for by the Member; or
 - (B) the amount determined by the Trustee under paragraph (a); or
 - (C) the balance of the Member's Account (subject to any minimum account balance required by the Trustee),
- whichever is the lesser.
- (e) If the Trustee makes a payment to a Member under rule 1.17(d)(ii), the Trustee must debit the amount of the payment against the Member's Account.
 - (f) A Member making an application under rule 1.17(a) must furnish the Trustee with any information that it requires for the purposes of making a determination under this rule.
 - (g) In this rule:
 - compassionate ground** has the same respective meaning as in Part 6 of the SIS Regulations; and
 - severe financial hardship** has the same meaning as in Part 6 of the SIS regulations.

1.18 Unclaimed superannuation benefits

- (a) If an amount of the Fund is attributable to an unclaimed superannuation benefit of a Member, the Trustee may, in accordance with the Relevant Law, pay an amount equal to the unpaid superannuation benefit from the Fund to the Commissioner of Taxation.
- (b) The Trustee must then close all accounts maintained by the Trustee in the name of the Member, after which:
 - (i) he or she will cease to be a Member; and
 - (ii) his or her rights in relation to superannuation under these Rules will be taken to have been exhausted and no derivative rights will exist in relation to him or her.
- (c) In this rule, unclaimed superannuation benefit has the same meaning as in the *Superannuation (Unclaimed Money and Lost Members) Act 1999* (Cth).

1.19 Inactive low balance and lost member accounts

- (a) If an amount of the Fund is attributable to a lost member account or an inactive low balance account of a Member, the Trustee may, in accordance with the Relevant Law and subject to rule 1.19(b), pay an amount equal to the residual balance of the lost member account or inactive low balance account from the Fund to the Commissioner of Taxation.
- (b) The Trustee may determine that an amount of the Fund attributable to a lost member account or an inactive low balance account of a particular class or kind, or in respect of a particular Member or class of Members, that would be otherwise payable under rule 1.19(a), is not to be paid in accordance with that rule.
- (c) The Trustee must then close the inactive low balance or lost member account (as the case requires) maintained by the Trustee in the name of the Member, after which:
 - (i) if the Trustee maintains no other accounts in the name of the Member, they will cease to be a Member and any rights in relation to superannuation under these rules will be taken to have been exhausted and no derivative rights will exist in relation to him or her; or
 - (ii) in any other case, any rights in relation to superannuation in respect of an account to which this rule applies will be taken to have been exhausted.

- (d) In this rule, **'inactive low balance account'** and **'lost member account'** have the same respective meanings as in the *Superannuation (Unclaimed Money and Lost Members) Act 1999* (Cth).

1.20 Portability

- (a) The Trustee may, upon application of a Member in an approved form, transfer all or part of the balance of the Member's Account to an Approved Benefit Arrangement, subject to this rule 1.20.
- (b) With respect to a Member's request to transfer all of the balance of the Member's Account to an Approved Benefit Arrangement under rule 1.20(a):
- (i) in the case of a Police Member or an Ambulance Member – the transfer is only permitted if the transfer is to the Triple S Scheme;
 - (ii) in the case of any other Member – the transfer may be made to any Approved Benefit Arrangement;
 - (iii) the Trustee cannot approve the transfer if an Employer or other employer of the Member is required to make contributions to the Fund on behalf of the Member under section 21 of the 2009 Act or the SG Act; and
 - (iv) if the Trustee transfers the entire balance of a Member's Account in accordance with this rule 1.20, that Member will cease to be a Member of the Fund.
- (c) With respect to a Member's request to transfer part of the balance of the Member's Account to an Approved Benefit Arrangement under rule 1.20(a):
- (i) the balance of the Member's Account must, immediately after the amount is transferred under rule 1.20(a), be equal to, or greater than, the applicable minimum balance amount for the Member;
 - (ii) if the amount standing to the credit of the Member's Account is less than the applicable minimum balance amount for the Member, the transfer is not permitted;
 - (iii) the **'applicable minimum balance amount'** for a Member is:
 - (A) in the case of a Police Member – \$25,000; and
 - (B) in the case of any other Member – the minimum amount determined by the Trustee (by policy or standing determination), and the Trustee may determine that different minimum amounts apply to different Members or classes of Members;
 - (iv) the Trustee may determine (by policy or standing determination) an applicable minimum transfer amount for partial transfers, and may determine that a different minimum amount applies to different Members or classes of Members;
 - (v) the amount of a partial transfer made to an Approved Benefit Arrangement under rule 1.20(a) must not be less than the applicable minimum transfer amount for the Member determined by the Trustee pursuant to paragraph (iv);
 - (vi) the Trustee may determine a maximum number of partial transfers that may be made in respect of a Member under rule 1.20(a) in a financial year; and
 - (vii) the Trustee must not permit a Member to make more than the maximum number of partial transfers determined by the Trustee pursuant to paragraph (vi), unless the Trustee considers that the Member's circumstances are exceptional.

- (d) Amounts standing to the credit of a Member's Account cannot be transferred under rule 1.20(a) if:
 - (i) the Member is prevented from dealing with the Member's superannuation interest in the Fund by an instrument in force under the *Family Law Act 1975* (Cth); or
 - (ii) the Member has a liability that arose under this Deed.
- (e) Notwithstanding rule 1.20(d), the Trustee may determine to permit a Member to transfer amounts standing to the credit of the Member's Account despite the Member having a liability that arose under this Deed if the Trustee is satisfied that the liability will be discharged in full.
- (f) The Trustee may require that an application under this rule 1.20 be made in such manner and comply with such requirements as the Trustee determines (including by policy or standing determination).
- (g) The Trustee may determine (by policy or standing determination) other conditions and limitations that apply to the transfer of amounts from a Member's Account to an Approved Benefit Arrangement under this rule 1.20.
- (h) The Trustee must debit an amount transferred under this rule 1.20 to the relevant Member's Account.
- (i) This rule 1.20 does not apply to a rollover of a Benefit under rule 1.10.

2. Part 2 – Permanent Employee Members

2.1 Interpretation

In this Part 2, unless the contrary intention appears or the context requires otherwise, **Member** means a Permanent Employee Member.

2.2 Employer contributions

An Employer must contribute to the Fund in respect of an Employee who is a Member as and when required, and the amount required, by the 2009 Act.

2.3 Benefits

- (a) If:
- (i) a Member dies while an Employed Member; or
 - (ii) a Member becomes Disabled and ceases to be an Employed Member; or
 - (iii) a Member suffers a Terminal Illness while an Employed Member,
- there is payable to or in respect of the Member a lump sum Benefit of an amount equal to the sum of:
- (iv) the Member's Account Balance; and
 - (v) any proceeds of insurance received by the Trustee in respect of the Member, subject to any maximum insured amount determined by the Trustee from time to time either generally or in any particular case.
- (b) If:
- (i) a Member becomes Temporarily Totally Disabled while an Employed Member; and
 - (ii) there is a current policy of insurance effected with an Insurer in respect of that Member in respect of that Temporary Total Disablement,
- there is payable to the Member, subject to the policy, a Benefit in the form of an income stream to be determined in accordance with the policy.
- (c) In the case of a Member who ceases to be an Employee in circumstances where no Benefit is payable under rule 2.3(a), there is payable to the Member a lump sum Benefit of an amount equal to the Member's Account Balance.

3. Part 3 – Casual Employee Members

3.1 Interpretation

In this Part 3, unless the contrary intention appears or the context requires otherwise, **Member** means a Casual Employee Member.

3.2 Employer contributions

An Employer must contribute to the Fund in respect of an Employee who is a Member as and when required, and the amount required, by the 2009 Act.

3.3 Benefits

- (a) If:
- (i) a Member dies while an Employed Member; or
 - (ii) a Member becomes Disabled while an Employed Member; or
 - (iii) a Member suffers a Terminal Illness while an Employed Member,
- there is payable to or in respect of the Member a lump sum Benefit of an amount equal to the sum of:
- (iv) the Member's Account Balance; and
 - (v) any proceeds of insurance received by the Trustee in respect of the Member, subject to any maximum insured amount determined by the Trustee from time to time either generally or in any particular case.
- (b) If:
- (i) a Member becomes Temporarily Totally Disabled while an Employed Member; and
 - (ii) there is a current policy of insurance effected with an Insurer in respect of that Member in respect of that Temporary Total Disablement,
- there is payable to the Member, subject to the policy, a Benefit in the form of an income stream to be determined in accordance with the policy.
- (c) In the case of a Member who ceases to be an Employee in circumstances where no Benefit is payable under rule 3.3(a), there is payable to the Member a lump sum Benefit of an amount equal to the Member's Account Balance.
- (d) For the purposes of determining when a Member ceases to be an Employee (and an Employed Member) under this rule 3.3, the Member will be taken to remain in employment with an Employer on a casual basis for a period of 12 months after the last time the Member performed work for the Member's Employer in accordance with the 2009 Regulations and at the expiration of that period of 12 months the Member will be taken to have ceased to be an Employee.
- (e) If, during the 12 months referred to in rule 3.3(d), all benefits payable to, on behalf of or in respect of the Member are paid, or all amounts standing to the credit of the Member's Account have been transferred to another superannuation fund, rule 3.3(d) will cease to operate in relation to the Member.
- (f) A Member will not be entitled to the payment of the Member's Account Balance from the Fund until any invalidity/death insurance benefit entitlements or disability pension entitlements under the 2009 Regulations have been paid or have ceased.

4. **Part 4 – Ambulance Members and Police Members**

4.1 **Interpretation**

In this Part 4, unless the contrary intention appears or the context requires otherwise, **Member** means a Police Member or an Ambulance Member.

4.2 **Employer contributions**

An Employer must contribute to the Fund in respect of an Employee who is a Member as and when required, and the amount required, by the 2009 Act.

4.3 **Compulsory Member contributions – Ambulance Members**

An Ambulance Member must make contributions to the Fund as and when required, and the amount required, by the 2009 Regulations.

4.3A **Compulsory Member contributions – Police Members**

A Police Member must make contributions to the Fund as and when required, and the amount required, by the 2009 Act.

4.4 **Benefits**

(a) If:

- (i) a Member dies while an Employed Member; or
- (ii) a Member becomes Disabled and ceases to be an Employee; or
- (iii) a Member suffers a Terminal Illness while an Employed Member,

there is payable to or in respect of the Member a lump sum Benefit of an amount equal to the sum of:

- (iv) the Member's Account Balance; and
- (v) any proceeds of insurance received by the Trustee in respect of the Member, subject to any maximum insured amount determined by the Trustee from time to time either generally or in any particular case.

(b) If:

- (i) a Member becomes Temporarily Totally Disabled while an Employed Member; and
- (ii) there is a current policy of insurance effected with an Insurer in respect of that Member in respect of that Temporary Total Disablement,

there is payable to the Member, subject to the policy, a Benefit in the form of an income stream to be determined in accordance with the policy.

(c) In the case of a Member who ceases to be an Employee in circumstances where no Benefit is payable under 4.4(a), there is payable to the Member a lump sum Benefit of an amount equal to the Member's Account Balance.

5. Part 5 – Retained Members

5.1 Interpretation

In this Part 5, unless the contrary intention appears or the context requires otherwise, **Member** means a Retained Member.

5.2 Benefits

- (a) If:
- (i) a Member dies while a Member; or
 - (ii) a Member becomes Disabled or suffers a Terminal Illness while a Member,
- there is payable to or in respect of the Member a lump sum Benefit of an amount equal to the sum of:
- (iii) the Member's Account Balance; and
 - (iv) any proceeds of insurance received by the Trustee in respect of the Member, subject to any maximum insured amount determined by the Trustee from time to time either generally or in any particular case.
- (b) If a Member requests payment of a Benefit in circumstances where:
- (i) no Benefit is payable under rule 5.2(a); and
 - (ii) the Trustee is satisfied the Member would satisfy a condition of release under SIS with a 'Nil' cashing restriction if the Fund were a regulated superannuation fund under SIS,
- there is payable to the Member a lump sum Benefit of an amount equal to the whole of the Member's Account Balance.

6. Part 6 – Triple S LPO Members

6.1 Interpretation

In this Part 6, unless the contrary intention appears or the context requires otherwise, **Member** means a Triple S LPO Member.

6.2 Benefits

- (a) If:
- (i) a Member dies while a Member; or
 - (ii) a Member becomes Disabled or suffers a Terminal Illness while a Member,
- there is payable to or in respect of the Member a lump sum Benefit of an amount equal to the Member's Account Balance.
- (b) Subject to rule 6.2(c), if the Member requests payment of a Benefit in circumstances where:
- (i) no Benefit is payable under rule 6.2(a); and
 - (ii) the Trustee is satisfied the Member would satisfy a condition of release under SIS with a 'Nil' cashing restriction if the Fund were a regulated superannuation fund under SIS,
- there is payable to the Member a lump sum Benefit of an amount equal to the Member's Account Balance.
- (c) A Member is not entitled to a Benefit under rule 6.2(b) if and for so long as:
- (i) the Member is prevented from dealing with the Member's superannuation interest in the Fund by an instrument in force under the *Family Law Act 1975* (Cth);
 - (ii) the Member has a liability that arose under this Deed; or
 - (iii) an employer of the Member is required to make contributions to the Fund on behalf of the Member under the SG Act.
- (d) Notwithstanding rule 6.2(c), the Trustee may determine a Member is entitled to a Benefit under rule 6.2(b) despite the Member having a liability that arose under this Deed if the Trustee is satisfied that the liability will be discharged in full.