

Trust Deed

QANTAS SUPERANNUATION PLAN

**Formerly the Qantas Airways Limited
Staff Superannuation Plan**

TRUST DEED AND RULES

Please note that the Trust Deed is a legal document. A detailed knowledge of superannuation legislation and trust laws is required to interpret the deed.

Consolidated working copy of the Trust Deed incorporating amendments to 1 April 2024

1 April 2024

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Article 1

1 Definitions

1.1 DEFINITIONS

In these Rules, unless the context otherwise requires:

- the word or phrase at the commencement of each definition set out in this Rule shall have the meaning set out in that definition;
- words importing the singular shall include the plural and vice versa;
- references to statutes, regulations or rules (or sections, regulations or clauses thereof) shall mean and include such statutes, regulations or rules as amended from time to time or as replaced by such other statute, regulation or rule with substantially the same objects;
- any reference to a statute shall include a reference to any subordinate legislation made under it. Headings inserted in the Rules are for convenience only and shall not affect the interpretation except in this Rule; and
- references to industrial awards, industrial or workplace agreements, individual employment agreements and any other industrial instruments or arrangements (industrial arrangements) shall include the amendment to or the replacement of those industrial arrangements including, where replaced, by an industrial arrangement of a different type or in a different form or by several industrial arrangements.

These Rules may be divided into various Divisions to provide for the benefits payable to different categories of Membership.

Should any provision of the Rules be invalid in whole or in part or be required to be limited or read down in order to be valid, the provision shall be severed to the extent of the invalidity but the remainder of the provision shall continue in full force and effect.

Accountable Income

Any income other than income received in respect of investments, other disabilities and private insurance. This includes the single person's rate of Social Security or War Service Repatriation pension or both (irrespective of the Member's marital state) adjusted as if the Member's only source of income was the disability benefit.

Accounts

Each of the accumulation accounts maintained in respect of a Member in accordance with the Rules.

Accrued Benefit Multiple

For the purposes of the Family Law Requirements accrued benefit multiple means the multiple determined in terms of Rule 14.10, Rule 18.10, Rule (xxi), Rule (xxii), Rule 23.1.B, Rule 32.1.B, Rule 62.1(e) and Rule 71.4.

Accrued Retirement Benefit

The benefit determined in terms of Rule 18.1, Rule 23.1.A, Rule 32.1.A or Rule 71.2.

Accumulated Credit

The Accumulated Credit shall be determined at each Review Date and whenever the amount of a benefit payment is required to be determined in respect of a Member of Division 1 and is, subject to Rule 2.3, determined from the Accumulated Credit at the previous determination, by adding Member contributions, the Company contributions in accordance with Rule 12.1(a), Salary Sacrifice Contributions made by the Company under Rule 13.1(h) the Deemed Contribution and any amounts credited from the Provident Fund Account in terms of Rule 7.5(c)(v), and interest at the Credited Interest Rate and deducting any contribution taxes which are or may become payable and the share of mortality charges and expense charges as determined by the Trustee after considering the advice of the Actuary.

Act

The requirements set out in:

- (a) the Superannuation Industry (Supervision) Act 1993;
- (b) the Income Tax Assessment Act 1936;
- (c) the Income Tax Assessment Act 1997;
- (d) the Superannuation Entities (Taxation) Act 1987;
- (e) the Superannuation (Resolution of Complaints) Act 1993;
- (f) the Superannuation Contributions Tax (Assessment and Collection) Act 1997;
- (g) the Superannuation Contributions Tax Imposition Act 1997;
- (h) the Superannuation Guarantee (Administration) Act 1992;
- (i) any regulations made under any of those Acts; and
- (j) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which the Trustee and the Principal Company may determine to be included as part of this definition for the purposes of the Rules.

Actuary

The Actuary for the time being appointed by the Trustee in accordance with Rule 7.3(a).

Additional Death Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.10 and the relevant Division which applies to the Member.

Additional Total and Permanent Disablement Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.10 and the relevant Division which applies to the Member.

Allocated Pension Account

The account maintained in respect of a Member of Division 9 pursuant to Rule 55.1.

Article

The Articles of the Plan as set out in this Deed and as amended from time to time.

Approved Deposit Fund

Any fund which meets the definition of such in the Superannuation Industry (Supervision) Act 1993.

Approved Superannuation Arrangement

A regulated superannuation fund under the Act, an Approved Deposit Fund or other superannuation arrangement to which or from which a person's superannuation benefits may be transferred under the Statutory Requirements.

Associated Employer

Any subsidiary, associated company or corporation of the Principal Company, or other company or corporation which:

- has agreed to be bound by the terms of these Rules, and
- has employees who are permitted by the Principal Company to become Members of the Plan, and
- has been nominated in writing to the Trustee by the Principal Company as an Associated Employer.

Auditor

The Auditor for the time being appointed by the Trustee in accordance with Rule 7.2.

Basic Benefit

The benefit determined in terms of Rule 36.1 for Division 5 Members, Rule 41.1 for Division 6 Members, Rule 46.1 for Division 7 Members, Rule 61.1 for Division 10 Members or Rule 71.1 for Division 12 Members.

Benefit Nomination

pursuant to Rule 9.5, a written notice given by a Member to the Trustee to whom the Trustee has offered the right to give such a nomination and which is given in a form approved by the Trustee, nominating either or both the Dependants or Legal Personal Representative to whom the Member wishes all or part of a Death Benefit of the Member to be paid in such proportions as specified in the notice.

Binding Nomination

in respect of a Member, a Benefit Nomination received by the Trustee from the Member which:

- (a) is in a form approved by the Trustee;
- (b) complies with the Statutory Requirements in respect of binding death benefit nominations; and
- (c) either confirms a previous Binding Nomination or nominates one or more of the Member's Dependants and Legal Personal Representative to receive the Death Benefit payable on the Member's death and the proportions in which it is to be paid.

Child

Subject to the relevant Statutory Requirements, one or more of the following:

- A direct descendant of the Member;
- A person who in the opinion of the Trustee, either generally or in a specific case, qualifies as a child of the Member; and
- Any other person who is a child of the Member under the Superannuation Industry (Supervision) Act 1993 (Cth).

Child Member

A person who is not already a Member of the Plan:

- (a) who is a Child of the Nominating Member;
- (b) whom the Nominating Member nominates to the Trustee and makes contributions on their behalf to the Plan;
- (c) in respect of whom the Trustee accepts that nomination and contributions; and
- (d) who meets any other conditions required under the relevant Statutory Requirements.

A person ceases to be a Child Member in the event that any of the above requirements are no longer met other than the case of the Nominating Member transferring to Division 8 or Division 9 of the Plan after the nomination for Child Membership has been accepted.

Child Member Account

An account maintained in respect of a Child Member pursuant to Rule 65.2.

Child Member Contribution

Any contributions made in terms of Rule 64(b) or Rule 64(d).

Child Member Representative

The Nominating Member or any person advised to the Trustee in writing by the Nominating Member as having the authority to act as representative and signatory of the Child Member until the earlier of 18 years of age and the age which the Trustee determines as suitable for the Child Member to no longer require a Child Member Representative, subject to the relevant Statutory Requirements.

Choice of Fund

Means the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004 (Cth).

Choice of Fund Eligibility

Means the eligibility of certain members to transfer their superannuation entitlements to other arrangements in terms of Rule 8.8A and the relevant Statutory Requirements.

Company

Each of the Principal Company and any Associated Employer. In respect of a Member, Company means the company or corporation employing such Member.

Company Account

The account maintained in respect of a Member of Division 2, Division 4, Division 5, Division 6, Division 7 or Division 10; the account shall be credited with contributions made by the Company pursuant to Rule 16(d) with respect to Members of Division 2, pursuant to Rule 30(c) with respect to Members of Division 4, pursuant to Rule 34(a) with respect to Members of Division 5, pursuant to rules 39(a) and 39(c) with respect to Members of Division 6 pursuant to Rule 44(c) with respect to Members of Division 7 or pursuant to Rules 59(a), 59(c) and 60(h) with respect to Members of Division 10 and to which amounts are credited pursuant to Article 19. This account is credited (or debited) with interest at the Credited Interest Rate and with amounts in accordance with Rule 2.20 and is debited with taxes as appropriate. Other than for Division 2 Members, any payments made under Rule 8.8B or Rule 8.8D from the Company Account will reduce the balance of the Company Account by the amount of the payments.

Company Account Portability Offset Account

An account maintained in respect of a Division 2 Member who has transferred some or all of their Company Account to another Approved Superannuation Arrangement under Rule 8.8B or to Division 14 or another Division of the Plan under Rule 8.8D(b); the account shall be debited with the amount of any such transfers under Rule 8.8B or Rule 8.8D(b) from the Company Account and credited or debited with interest at the Credited Interest Rate and debited with taxes as appropriate.

Company Contribution Account

The account maintained in respect of a Member of Division 3A or a Member of Division 3 who was formerly a Member of Division 3A; the account shall be credited with contributions made by the Company in respect of the Member pursuant to Rule 25 and, in respect of a Division 3A Transferring Officer, debited with amounts pursuant to sub-Rule 28.2(b)(iv) and rule 25(c). This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Company Contribution Account will reduce the balance of the Company Contribution Account by the amount of the payments.

Contractor

Any person nominated as such by the Company for the purposes of the Rules, who is not an employee.

Credited Interest Rate

The rate or rates determined in accordance with Rule 7.4.

Credited Service

Credited Service of a Member shall, subject to Rule 2.12, Rules 8.11 to 8.14 inclusive and Rules 13.3, 17.3, and 22.3, be equal to the Member's period of Employment excluding any part of that period during which the Member was classified as a casual employee. Credited Service shall also include any period granted pursuant to Rules 8.4 to 8.6 inclusive. In the case of a Member of Division 3, the total period of Credited Service shall be expressed in years with days counting pro rata. In the case of any other Member, the total period of Credited Service shall be expressed in years with each complete month being regarded as one-twelfth ($1/12^{\text{th}}$) of a year.

provided that:

- (i) in the case of a Member of Division 2 or Division 3 who has been an Officer in part-time Employment at any time, Credited Service will mean the sum of the following periods determined separately in respect of each period of Employment as an Officer during which the weekly hours of Employment remain constant:

the period of Employment multiplied by the ratio that actual paid weekly hours bears to full-time paid weekly hours.
- (ii) in the case of a Member of Division 2 or Division 3, where the period of Credited Service being measured includes a future period, the Member's part-time or full-time status on the last day at work on or before the effective date of determination is assumed to continue unaltered throughout that future period.
- (iii) in the case of a Member of Division 1 who during employment was employed on a part-time basis, Credited Service will, subject to Rule 1.2(d), be determined by the Principal Company.

Death Benefit

A benefit payable on the death of a Member in accordance with the provisions of Rule 10.4, or 10.8 in respect of Division 8, Division 9 and Division 11 Members and the relevant Division or Divisions which apply to the Member and/or, where applicable, the Additional Death Benefit.

Declared Benefits

Such of the benefits payable under a Government Superannuation Scheme as are from time to time designated as such by the Principal Company in writing to the Trustee.

Deemed Contribution

The contribution paid in terms of Rule (ii) and calculated in terms of Rule 13.1(a)(iii).

Deferred Annuity

An annuity other than an immediate annuity, as defined in the Income Tax Act.

Dependant

In relation to a Member (or a deceased Member) one or more of the following:

- the Spouse, widow or widower of the Member;
- any Child of the Member;
- a person who is or was in an Interdependency Relationship with a Member or a deceased Member;
- a person who in the opinion of the Trustee is or was dependent upon a Member or a deceased Member; and
- any other person who is a dependant of the Member (or deceased Member) under the Superannuation Industry (Supervision) Act 1993 (Cth).

Disability Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.5 and the relevant Division which applies to the Member.

Disability Reserve

That part of the Provident Fund Account determined in terms of Rule 7.5.

Division

A category of membership of the Plan governed by a specific group of Articles in the Rules.

Division 1

The category of membership of the Plan governed by Articles 1 to 10 and 11 to 14 inclusive.

Division 2

The category of membership of the Plan governed by Articles 1 to 10 and 15 to 19 inclusive.

Division 2 Discount Factor

One minus "D" where "D" equals 0.01 multiplied by the number of years (counting each complete month as one twelfth of a year) from the date Employment ceased to the date of the Member's fiftieth (50th) birthday in the case of Flight Attendants and Technical Aircrew or the Member's fifty fifth (55th) birthday in the case of Ground Staff.

Division 3

The category of membership of the Plan governed by Articles 1 to 10 and 20 to 23 inclusive.

Division 3 Discount Factor

One minus the lesser of:

- (a) 0.3; and
- (b) 0.01 multiplied by the number of years (with days counting pro rata) from the date Employment ceased to the date of the Member's fifty fifth (55th) birthday.

Division 3 Transferring Officer

A Permanent Officer who either:

- (i) was a member of a TN Plan immediately prior to becoming a Member and who, on becoming a Member elected to become a Division 3 Member; or
- (ii) was a Member of Division 1 or Division 2 prior to 1 July 1995 and elected to transfer to Division 3 with effect from 30 June 1995 or such other date as agreed with the Principal Company.

Division 3 Vesting Factor

The lesser of one and 0.2 times the number of whole years in the Member's period of Credited Service, **provided that** in the case of a Member who has been an Officer in part-time Employment at any time (whether on a permanent or temporary basis), for the purpose of determining the Division 3 Vesting Factor, Credited Service will be determined as if the Member had been in full-time Employment (but still on a permanent or temporary basis as the case may be) throughout that Member's period of Employment.

Division 3A

The category of membership of the Plan governed by Articles 1 to 10 and 24 to 27 inclusive.

Division 3A Transferring Officer

A Permanent Officer who was a member of the Australian Airlines General Superannuation Plan immediately prior to becoming a Member and who, on becoming a Member was offered the option of joining Division 3A and elected to become a Division 3A Member, or a Temporary Officer who was a member of the Australian Airlines General Superannuation Plan immediately prior to becoming a Member.

Division 4

The category of membership of the Plan governed by Articles 1 to 10 and 29 to 32 inclusive.

Division 5

The category of membership of the Plan governed by Articles 1 to 10 and 33 to 37 inclusive.

Division 5 Transferring Officer

An Officer who was a Member of Division 1, Division 2, Division 3, Division 3A, Division 4, Division 6, Division 7 or Division 10 and who has agreed with the Principal Company to become a Member of Division 5 with effect from a date specified by the Principal Company.

Division 6

The category of membership of the Plan governed by Articles 1 to 10 and 38 to 42 inclusive.

Division 6 Transferring Officer

An officer who was a Member of Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5 or Division 12 and who has agreed with the Principal Company to become a Member of Division 6 with effect from a date specified by the Principal Company.

Division 7

The category of membership of the Plan governed by Articles 1 to 10 and 43 to 47 inclusive.

Division 7 Transferring Officer

An Officer who was a Member of Division 1, Division 2, Division 3, Division 3A, Division 4 or Division 5, and who has agreed with the Principal Company to become a Member of Division 7 with effect from a date specified by the Principal Company.

Division 8

The category of membership of the Plan governed by Articles 1 to 10 and 48 to 52 inclusive.

Division 8 Transferring Officer

A Division 8 Transferring Officer is a Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7 or Division 10 Member who has ceased to be an employee of the Company, and upon ceasing to be an employee, became entitled to a benefit under the Plan of not less than such minimum amount as the Trustee determines from time to time either generally in relation to all or a group of Members or specifically in relation to a Member and either:

- the person has requested the Trustee to transfer their benefit (or a part of their benefit at least equal to the minimum amount determined by the Trustee) to the Retained Benefit Account in a form approved by the Trustee; or
- the person's benefit under the Plan is at least equal to the minimum amount determined by the Trustee and the person does not request the benefit to be paid or transferred within a period determined by the Trustee; and

the Trustee accepts the person as a Division 8 Member.

Division 9

The category of membership of the Plan governed by Articles 1 to 10 and 53 to 57 inclusive.

Division 9 Transferring Officer

A Division 9 Transferring Officer is a Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7 or Division 10 Member who has ceased to be an employee of the Company, and upon ceasing to be an employee, became entitled to a benefit under the Plan of not less than such minimum amount as the Trustee determines from time to time either generally in relation to all or a group of Members or specifically in relation to a Member, and the person has requested the Trustee to transfer their benefit (or a part of their benefit at least equal to the minimum amount determined by the Trustee) to the Allocated Pension Account in a form approved by the Trustee and the Trustee accepts the person as a Division 9 Member.

A Division 9 Transferring Officer includes a Division 8 Member who has requested the Trustee to transfer their Retained Benefit Account or part thereof (subject to any minimum amount as the Trustee determines from time to time either in relation to all or a group of members or specifically in relation to a member) to the Allocated Pension Account in a form approved by the Trustee and the Trustee accepts the person as a Division 9 Member.

A Division 9 Transferring Officer also includes a Division 14 Member who has requested the Trustee to transfer their Transition to Retirement Account or part thereof (subject to any minimum amount as the Trustee determines from time to time either in relation to all or a group of Members or specifically in relation to a Member) to the Allocated Pension Account in a form approved by the Trustee and the Trustee accepts the person as a Division 9 Member.

A Division 9 Transferring Officer also includes a Member of another Division of the Plan, the rules of which permit a transfer of the Member's interest (or a part of their interest at least equal to the minimum amount determined by the Trustee) to the Allocated Pension Account,

where the Member has requested a transfer in a form approved by the Trustee and the Trustee accepts the person as a Division 9 Member.

Division 10

The category of membership of the Plan governed by Articles 1 to 10 and 58 to 62 inclusive.

Division 10 Transferring Officer

An Officer who was a member of Regional Airlines Superannuation Plan as at 30 June 2002 and transferred to Division 10 from that date, or other Officer as the Company advises the Trustee is to transfer to Division 10 and become a Member of Division 10 with effect from a date specified by the Company.

Division 11

The category of membership of the Plan governed by Articles 1 to 10 and 63 to 67 inclusive.

Division 11 Member

A Spouse Member or a Child Member.

Division 12

The category of membership of the Plan governed by Articles 1 to 10 and Articles 68 to 71 inclusive.

Division 12 Member

An officer who was a member of the Australian Airlines Flight Engineers' Superannuation Plan who accepted a transfer offer by the Principal Company to transfer to Division 12.

Division 14

The category of membership of the Plan governed by Articles 1 to 10 and 73 to 77 inclusive.

Early Retirement Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.2 and the relevant Division which applies to the Member.

Early Retirement Date

As a Member of Division 1 so elects, any date not more than five years prior to the Member's Superannuation Date and shall apply to:

- (a) a Member of Section B of the Plan who has completed twenty or more years' Credited Service; or
- (b) a Member of Section C of the Plan classified as a member of the Technical Aircrew prior to 1 July, 1968; or
- (c) a Member of Section C of the Plan who becomes classified as a member of the Technical Aircrew on or after 1 July, 1968 and who has completed twenty or more years' Credited Service.

Employment

Continuous employment in the service of the Company including any period of leave of absence with the consent and approval of the Principal Company or under the provisions of any Act of Parliament **provided that** in the case of a Contractor, Employment shall be deemed to commence and conclude on such dates as are advised by the Company.

For the purposes of Article 10, Rules 4.2(a), 7.1, 8.8, 9.6(a)(i), 14.7, 14.9(a), (b) and (e), 15.2 and 18.9 and the definitions of Serious Ill-Health, Total and Permanent Disablement and

Credited Service (subject to the provisions of Rule 9.10) Employment includes any period during which the Member is an Initial Incapacitant or a Permanent Incapacitant.

In the case of a Member of Division 3, any period of Employment shall be expressed in years with days counting pro rata. In the case of any other Member, any period of Employment shall be expressed in years with each complete month being regarded as one-twelfth (1/12th) of a year.

Family Law Account

The account maintained in respect of a Member; the account shall be debited with the amount of any payment made by the Plan in respect of a Non-Member Spouse, or any family law accounts or family law liabilities transferred from a former superannuation plan in respect of the Member, and credited with contributions made by the Member pursuant to Rules 13.6, 17.6, 22.6, 26(i), 31.6, 35(j), 40(j), 45(j), 60(j) and 70(h). This account is credited or debited with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Family Law Offset Contribution

The contributions determined in accordance with Rules 13.6, 17.6, 22.6, 26(i), 31.6, 35(j), 40(j), 45(j), 60(j) and 70(h).

Family Law Requirements

Means any requirements imposed upon the Trustee under the Family Law Act 1975, the Superannuation Industry (Supervision) Act 1993, the Tax Act, and regulations made under these Acts, relating to superannuation and family law.

FAR Benefits

The value, as determined by the Company and advised to the Trustee from time to time, of selected payments, benefits, allowances or the like which form a Member's "fixed annual remuneration" (as that term is used in the Company's remuneration policy from time to time), which are provided by the Company while a Division 5 Member is receiving a Disability Benefit.

Final Average Salary

For Members of Division 1:

The highest final average annual Superannuation Salary calculated over any consecutive five (5) years in the most recent ten (10) year period.

For Members of Division 2:

The highest final average annual Superannuation Salary calculated over any consecutive three (3) years in the most recent ten (10) year period.

For Members of Division 3:

The greater of:

- (i) where the Member has been a Member for at least three (3) complete Financial Years, the highest average annual Superannuation Salary calculated over any consecutive three (3) complete Financial Years in the most recent ten (10) year period; and
- (ii) the average annual Superannuation Salary calculated over the most recent period of three (3) years.

provided that in the case of a Member who has been an Officer in part time Employment at any time, for the purpose of determining average annual Superannuation Salary only, Superannuation Salary will be deemed to be the equivalent full time Superannuation Salary.

For Members of Division 12:

An amount calculated in accordance with the definition of Final Average Salary in Rule 68.3.

Final Year Salary

The average annual Superannuation Salary calculated over the period of one (1) year up to and including the Member's last day at work prior to the date of determination.

Financial Year

The period of twelve (12) calendar months ending on the last day of June each year or such other period as the Trustee may from time to time determine.

Flagging Order

Has the same meaning as in the Family Law Requirements.

Flag Lifting Agreement

Has the same meaning as in the Family Law Requirements.

Flight Attendant

An Officer of the Company classified by the Principal Company as a Flight Attendant, who regularly forms part of the crew of an aircraft.

Foregone Benefits Reserve

That part of the Provident Fund Account determined in terms of Rule 7.5.

General Assets

That part of the property and income of the Plan which has not been allocated to any specific accounts or reserves.

Ground Staff

Officers other than Flight Attendants and Technical Aircrew.

Government Superannuation Scheme

Any Government scheme providing old age, retirement, death, invalidity or other benefits which is from time to time designated as such by the Principal Company for the purposes of these Rules.

Guaranteed Minimum Benefit

In respect of a Member of Division 1 the Guaranteed Minimum Benefit shall be a lump sum equal to a multiple of the Member's Final Average Salary, where the multiple is obtained by application of the following formula:

$$\left(\frac{\text{POM} \times 8}{M} \right)$$

where POM = the period of Credited Service, (completed after age twenty (20)). If a Death Benefit is being determined, uncompleted service to the Superannuation Date is included. In the case of a Member in receipt of a Disability Benefit or who has at some previous time been in receipt of a Disability Benefit, POM shall exclude any period during which the Member elects not to pay Member contributions;

And $M =$ 40 in respect of a Member of Section A, and 35 in respect of a Member of either Sections B or C, the Section being that applicable to the Member at the date the benefit becomes payable,

provided that the amount calculated in accordance with this formula shall not exceed eight (8) times the Member's Final Average Salary.

III-Health

For Members of Division 12:

- (a) has the same meaning as in the Policy under which the Member is insured; or
- (b) in any other case, is any state of physical or mental incapacity which renders the Member unable to continue in his employment but which does not prevent the Member engaging in some other gainful employment.

III-Health Benefit

For Members of Division 12, a benefit paid to a Member in accordance with the provisions of Rule 10.6(g) and Rule 71.12.

Income Tax Act

The Income Tax Assessment Act, 1936 and the Income Tax Assessment Act 1997 (as the case requires).

Initial Incapacitant

A Member who is receiving a Disability Benefit, whose contract of employment with the Company is not terminated (ie. who is not a Permanent Incapacitant); or any other Member who is receiving a Disability Benefit and who the Principal Company, subject to Rule 1.2(d), determines is an Initial Incapacitant.

Insurance Benefit

The benefit determined in terms of Rule 27(c) with respect to Members of Division 3A, Rule 36.2 with respect to Members of Division 5, Rule 41.2 with respect to Members of Division 6, Rule 46.2 with respect to Members of Division 7, Rule 61.2 with respect to Members of Division 10 and Rule 71.6 with respect to Members of Division 12.

Insurance Portability Offset Account

An account maintained in respect of a Division 2 Member who has transferred some or all of their Company Account and/or Transfer Account to another Approved Superannuation Arrangement under Rule 8.8B or to Division 14 or another Division of the Plan under Rule 8.8D(b); the account shall be debited with the amount of any such transfers under Rule 8.8B or Rule 8.8D(b) from the Company Account and/or Transfer Account credited or debited with interest at the Credited Interest Rate and debited with taxes as appropriate.

Insured Benefit

The amount determined in accordance with Schedule 1 to the Rules.

Interdependency Relationship

Has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

Investment Option

A separate investment strategy for the investment of an amount of assets of the Plan.

Late Retirement Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.3 and the relevant Division which applies to the Member.

Legal Personal Representative

In relation to a Member means the executor of the will or administrator of the estate of a deceased Member, the trustee of the estate of a Member who is under a legal disability or a person who holds an enduring power of attorney granted by the Member.

Long Haul Flight Attendant

A Flight Attendant who is paid under the Airline Flight Attendants (Qantas) Award 1993 as amended or replaced from time to time.

Long Haul Technical Aircrew

Technical Aircrew who are paid under the International Airline Pilots Agreement (1986) or the International Airline Flight Engineer Officers Agreement (1987) as amended or replaced from time to time.

Loss of Licence Insurance

The insurance effected by the Principal Company under the terms of the relevant awards to compensate Officers of Technical Aircrew for the loss of their licence which enables them to continue to perform their Technical Aircrew Employment duties, **and** as determined by the Principal Company, any arrangement of a substantially similar nature which replaces or adds to such insurance.

Member

Any:

- (a) Officer who has been admitted to membership of the Plan;
- (b) former Officer who still has a current or future entitlement (including a contingent entitlement) from the Plan; or
- (c) Division 11 Member.

Member Account

The account maintained in respect of a Member of Division 2, Division 4, Division 5 or Division 6; the account shall be credited with contributions made by the Member pursuant to Rule 17.1(a), Rule 31.1(a), Rule 35(a), Rule 40(b), Salary Sacrifice Contributions made by the Company under Rule 17.1(b), Rule 19.2(b)(ii) or Rule 31.1(b) less any applicable contributions tax and with amounts pursuant to Article 19, Article 37 and Rule 42.1(b). Any payments made under Rule 8.8B or Rule 8.8D from the Member Account will reduce the balance of the Member Account by the amount of the payments. This account is credited (or debited):

- (a) with amounts in accordance with Rule 2.20; and
- (b) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Member Contribution Balance

The Member Contribution Balance is an amount equal to the total of Member Contributions, Deemed Contributions and any other contributions deemed to have been paid by the Member, together with compound interest at the following rates:

- (a) 2.75% per annum throughout the period of membership to 30 June 1987;
- (b) thereafter at the Credited Interest Rate, but subject to a minimum of 2.75% p.a.

A deduction from the Member Contribution Balance will be made in respect of taxes which are or may become payable on contributions credited to the Member Contribution Balance.

Member Contributions

The contribution determined in accordance with Article 13 for a Member of Division 1, Article 17 for a Member of Division 2, Article 22 for a Member of Division 3, Article 31 for a Member of Division 4, Article 35 for a Member of Division 5 Article 40 for a Member of Division 6, Article 49 for a Member of Division 8, Article 54 for a Member of Division 9, Article 60 of Division 10 or Article 70 of Division 12.

Member Extra Account

The account maintained in respect of a Member of Division 2; the account shall be credited with contributions made by the Member pursuant to Rule 17.2 and with amounts pursuant to Article 19. Any payments made under Rule 8.8B or Rule 8.8D from the Member Extra Account will reduce the balance of the Member Extra Account. This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Member's Retirement Age

For the purposes of the Family Law Requirements the latest retirement age specified in the deed is:

- (a) In the case of a Member of Division 1 and Members of Division 2, the first day of July following the:
 - (i) sixty (60) for a Member of Section A of the Plan;
 - (ii) fifty five (55) for a Member of Section B or Section C of the Plan.
- (b) In the case of TN Division 2 Transferring Officers, in respect of their minimum benefit based on TN Plan rules under Article 19, sixty five (65).

In the case of any other Member, sixty five (65).

Member Old Contributions

In respect of a Member of Division 1, the contribution determined in accordance with Rule 13, reduced for any contribution taxes which are or may become payable but not reduced by the Deemed Contribution.

Membership

Of a Member means:

- (a) the most recent uninterrupted period during which the Member was:
 - (i) a Member; and
 - (ii) in Employment; and
- (b) any further period the Company determines is Membership.

New Division 14 Transferring Officer

A New Division 14 Transferring Officer is a Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7, Division 8, Division 10, Division 11 or Division 12 Member or Member of any other Division of the Plan, the rules of which permit a transfer of amounts to Division 14, who for the first time transfers an amount of not less than such minimum amount as the Trustee determines from time to time either generally in relation to all or a group of Members or specifically in relation to a Member to establish a Transition to Retirement Account in Division 14 in a form approved by the Trustee, and the Trustee accepts the person as a Division 14 Member.

Nominated Beneficiary

Any person nominated by a Member in writing in terms of Rule 9.5, to succeed to benefits under these Rules on the death of the Member. Such form must be deposited with the Trustee prior to the Member's death to be effective.

Nominating Member

An employee of the Company who is classified as permanent and who is a Member of the Plan or other employee approved by the Trustee other than a Division 8 Member or a Division 9 Member at the time of nominating a person as a Spouse Member or a Child Member.

Non Member Spouse

Has the same meaning as in the Family Law Requirements.

Officer

Subject to Rule 1.2(d), a Contractor, or an employee or Director of the Company, other than a person who is determined by the Company to be a local employee based at a station outside Australia, **provided that** the Principal Company may, in its discretion, determine that a person, whose contract of employment with the Company is terminated because of illness or accident, may be deemed to be an Officer for the purpose of these Rules for any period that the Company in its absolute discretion determines.

Ordinary Time Earnings

The amount advised by the Company as being sufficient to meet the requirements of the Superannuation Guarantee (Administration) Act 1992.

Past Service Accumulation

For a Member of Division 1, the amount with allowance for interest at the rate applicable from year to year under the Plan by which the contributions which were actually made in respect of the Member by the Company and directly credited to accounts allocated to the Member (excluding any amounts which may have been allocated from the Provident Fund Account to augment the Member's benefit) is less than those which would have been made by the Company had the Member been in his/her final Section throughout the total period of membership and the Member's contributions to the Plan been in accordance with Rule 13.1 and Company contributions been in accordance with the following table:

For a Member of:	Company Contributions
Section A	Twice Member Old Contributions, plus the Deemed Contribution and Productivity Contribution.
Section B	Two and one half times Member Old Contributions, plus the Deemed Contribution and Productivity Contribution.
Section C	Three times the Member Contributions up to 15 March 1959 and thereafter two and one half times Member Old Contribution plus the Deemed Contribution and Productivity Contribution.

provided that the Past Service Accumulation is NIL in the following cases:

- (a) if the above calculation produces a negative result; OR
- (b) the amount is less than two hundred dollars at:
 - (i) 1st July, 1968, for a Member in respect of whom the Company at that date was making contributions in accordance with the table contained in this definition; or
 - (ii) the date on which the Company commences making contributions in accordance with the table contained in this definition, for a Member in respect of whom contributions by the Company at 1st July, 1968 were not in accordance with the said table.

Past Service Sum Insured

The amount determined in accordance with Schedule 3 to the Rules.

Permanent Incapacitant

A Member who is receiving a Disability Benefit, whose contract of employment with the Company has been terminated and is not currently reinstated; or any other Member who is receiving a Disability Benefit and who the Principal Company determines is a Permanent Incapacitant.

Permanent Officer

An Officer other than a Temporary Officer.

Plan

The Qantas Superannuation Plan.

Policy

A policy of insurance obtained by the Trustee to provide insured benefits for Members.

Portability Eligible Accounts

Those accumulation accounts or the amount of a Late Retirement Benefit under Divisions 1, 2 or 3 which are eligible for Members to transfer under Rule 8.8B or Rule 8.8D, and which are specified in Rule 14.11 for Division 1 Members, Rule 18.11 for Division 2 Members, Rule 23.12 for Division 3 Members, Rule 27A for Division 3A Members, Rule 32.12 for Division 4 Members, Rule 36.6 for Division 5 Members, Rule 41.6 for Division 6 Members, Rule 46.4 for Division 7 Members, Rule 61.6 for Division 10 Members and Rule 71.18 for Division 12 Members.

Preservable Amount

Any part of any benefit or amount the payment of which, in the opinion of the Trustee, is required, in accordance with the Statutory Requirements, to be deferred until the attainment of a particular age or the occurrence of a specified event.

Principal Company

Qantas Airways Limited or any successor to it by consolidation, merger, transfer of assets or otherwise.

Productivity Account

The account maintained to which contributions are made in accordance with the Rules (ii) for a Member of Division 1, Rules 16(a), (b) or (c) for a Member of Division 2 or Rule 30(a) for a Member of Division 4 and to which amounts are credited pursuant to Article 19. This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Productivity Account will reduce the balance of the Productivity Account by the amount of the payments.

Productivity Contribution

The contribution payable in terms of Rule (ii), Rule 16(a), (b) and (c) or Rule 30(a).

Projected Retirement Benefit

The amount determined in terms of Rule 23.2.

Provident Fund Account

The account referred to in Rule 7.5(a).

Public Offer Entity Licence

Has the meaning given to it in the Act.

Public Offer Superannuation Fund

Has the meaning given to it in the Act.

Reasonable Benefit Limits

The Reasonable Benefit Limits as prescribed from time to time by the Regulatory Authority, or any similar limit which the Trustee deems to have replaced the Reasonable Benefit Limits and includes any announced proposals to alter such limits which are when introduced to have retrospective effect.

Regulatory Authority

The Commissioner of Taxation, the Australian Prudential Regulation Authority and such other authorities as may be responsible for the taxation and other approval of superannuation plans from time to time.

Retained Benefits Account

The account maintained in respect of a Member of Division 8 pursuant to Rule 50.1.

Retirement Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.1 and the relevant Division which applies to the Member.

Retirement Date

In the case of a Member of Division 1 or Division 2, a date determined as follows:

- (a) for a Ground Staff Member, 1 July following the Member's sixtieth (60th) birthday, or with the consent of the Company, any earlier date on or after the Member's fifty-fifth (55th) birthday;
- (b) for a Flight Attendant, 1 July following the Member's fifty-fifth (55th) birthday, or any earlier date on or after the first anniversary of the Member's appointment following the Member's fifty-fifth (55th) birthday;
- (c) for a Technical Aircrew Member, 1 July following the Member's fifty-fifth (55th) birthday, or at the Company's discretion, any earlier date on or after the Member's fiftieth (50th) birthday.

In the case of a Member of Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7 or Division 12, any date in the period between the Member's fifty-fifth (55th) and sixty-fifth (65th) birthdays, inclusive.

In the case of a Member of Division 10, Retirement Date means age sixty-five years or such other age as the Trustee with the consent of the Company shall determine.

Retrenchment

The cessation of an Officer's service with the Company because the Officer's service or position is not necessary, the work for which the Officer is engaged is finished or a reduction in the number of Officers is necessary because the quantity of work has diminished, or such other circumstances as the Principal Company specifies to constitute retrenchment.

Retrenchment Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.7(a) and the relevant Division which applies to the Member.

Review Date

The first day of July in each year or such other date as is determined by the Trustee.

Rollover Account

The account maintained in respect of a Member of Division 2, Division 3, Division 5, Division 6, Division 7, Division 10 or Division 12; the account shall be credited with amounts rolled over to the Plan by the Member pursuant to Rule 8.10. This account is credited (or debited) with interest at the Credited Interest Rate and with amounts in accordance with Rule 2.20 and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Rollover Account will reduce the balance of the Rollover Account by the amount of the payments.

Rules

The Rules of the Plan as set out in this Deed and as amended from time to time in accordance with Rule 2.10; the Rules may be divided into Divisions which distinguish the benefits payable to different categories of Members.

Salary for Insurance Purposes

The salary of a Member as at the date that they commence Employment (and that is updated annually on a date agreed between the Principal Company and the Trustee and if there is no such agreement, 1 October) that:

- (a) the Company has determined in accordance with a method agreed between the Principal Company and the Trustee where:
 - (i) in agreeing a method each of the Principal Company and the Trustee have taken into account that the salary determined in accordance with the agreed method is intended to replace 'Superannuation Salary' (for Division 5, Division 7 and Division 10 Members) and 'Final Year Salary' (for Division 6 Members); and
 - (ii) the agreed method has been made available to current or potential Members (and, if relevant Companies) in a manner determined by the Trustee; and
- (b) the Company has advised to the Trustee.

Salary Sacrifice Account

The account maintained in respect of a Member of Division 1, Division 2, Division 3, Division 3A, Division 4 or Division 12; which shall be credited with contributions made by, or in respect of, the Member pursuant to Rule 13.5, 17.5, 22.5, 25(b), 31.5 and 70(g). This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Salary Sacrifice Account will reduce the balance of the Salary Sacrifice Account by the amount of the payments.

Salary Sacrifice Arrangement

An arrangement where the Company and a Member agree that superannuation contributions will be made by the Company to the Plan in lieu of future salary, wage or other payments.

Salary Sacrifice Contribution

A contribution made by the Company in respect of a Member under a Salary Sacrifice Arrangement in accordance with Rules 13.1, 17.1, 19.2(b), 22.1 or 31.1.

Salary Sacrificed Additional Contribution

The contribution determined in accordance with Rule 13.5 for a Member of Division 1, Rule 17.5 for a Member of Division 2, Rule 22.5 for a Member of Division 3, Rule 25(b) for a Member of Division 3A, Rule 31.5 for a Member of Division 4 and Rule 70(g) for a Member of Division 12.

Schedule

The relevant Schedule attached to these Rules.

Section

In respect of the Member the category of membership, being one of those specified in Rule 8.3(c) to which the Member is admitted or transferred.

Serious Ill-Health

- (a) Has the same meaning as in the Policy under which the Member is insured.
- (b) If paragraph (a) does not apply, is termination of Employment prior to the Member's Superannuation Date through serious ill-health as determined by the Trustee after considering medical advice or other advice as the Trustee considers necessary or desirable and where the Member is not entitled to a Total and Permanent Disablement Benefit.

Serious Ill-Health Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.6(d) and 10.6(e) and the relevant Division which applies to the Member.

Shortfall Component

"Shortfall Component" as the term is defined in the Superannuation Guarantee (Administration) Act 1992.

Short Haul Flight Attendant

A Flight Attendant who is paid under the Flight Attendants (Domestic Airlines) Award 1985 as amended or replaced from time to time.

Short Haul Pilot

Technical Aircrew who are paid under the Australian Airlines Pilots Award (1989) as amended or replaced from time to time.

Split Eligible Contributions

Those contributions which meet the Splitting Requirements, are available to be transferred under Rule 8.8C and are specified in Rule 14.12 for Division 1 Members, Rule 18.12 for Division 2 Members, Rule 23.13 for Division 3 Members, Rule 27B for Division 3A Members, Rule 32.13 for Division 4 Members, Rule 36.7 for Division 5 Members, Rule 41.7 for Division 6 Members, Rule 46.5 for Division 7 Members, Rule 61.7 for Division 10 Members and Rule 71.19 for Division 12 Members.

Splitting Order

Has the same meaning as in the Family Law Requirements.

Splitting Requirements

Means the Tax Laws Amendment (Superannuation Contributions Splitting) Act 2005 and regulations issued to support this Act and the Superannuation Industry (Supervision) Amendment Regulations 2005 (No 8).

Spouse

In relation to a person one or more of the following:

- That person's husband, wife, widower or widow;
- A person who, though not legally married to that person, in the opinion of the Trustee, lives or lived with the first mentioned person as at the relevant date (being, in the case of a deceased person, the date of death of the deceased) on a genuine domestic basis in a relationship as a couple; and
- Any other person who is a spouse of the person under the Superannuation Industry (Supervision) Act 1993 (Cth).

Spouse Member

Means a Spouse of a Nominating Member who is not already a Member of the Plan where:

- (a)
 - (i) the Nominating Member makes a nomination to the Trustee for them to become a Spouse Member and makes contributions on their behalf to the Plan;
 - (ii) the Trustee accepts that nomination and contributions;
 - (iii) they are an Australian resident for tax purposes; and
 - (iv) they meet any other conditions required under the relevant Statutory Requirements; or
- (b)
 - (i) the Nominating Member makes a nomination to the Trustee for them to become a Spouse Member and requests that a Spouse Member Account be established and Split Contribution transferred to that account under Rule 8.8C(a)(iii);
 - (ii) the Trustee accepts that nomination and Split Contribution transfer request; and
 - (iii) they meet any other conditions required under the relevant Statutory Requirements.

A person ceases to be a Spouse Member in the event that:

- (a) they cease to be a Spouse;
- (b) the Nominating Member ceases to be a Member other than the case of the Nominating Member transferring to Division 8 or Division 9 of the Plan after the nomination for Spouse Membership has been accepted;
- (c) they fail to meet the relevant Statutory Requirements; or
- (d) in the view of the Trustee, they fail to meet any of the above requirements as are relevant to the particular circumstances.

Spouse Member Account

An account maintained in respect of a Spouse Member pursuant to Rule 65.1.

Spouse Member Contributions

Any contributions made in terms of Rule 64(b) or Rule 64(c).

Statement of changes in Net Assets

The statement required to be prepared in terms of Rule 7.2.

Statement of Net Assets

The statement required to be prepared in terms of Rule 7.2.

Statutory Requirements

Any requirements as may from time to time be imposed pursuant to the Act.

Successor Fund

Has the meaning given to that term in the Act.

Successor Fund Transfer

Means a transfer of the monies and other assets referable to the benefits of a member of a superannuation fund to a Successor Fund that is consistent with the Act.

Superannuation Agreement

Has the same meaning as in the Family Law Requirements.

Superannuation Date

In the case of a Member of Division 1 or Division 2, the first day of July following the:

- (a) sixtieth (60th) birthday for a Member of Section A of the Plan;
- (b) fifty-fifth (55th) birthday for a Member of Section B or Section C of the Plan.

In the case of any other Member, the sixty-fifth (65th) birthday of the Member.

Superannuation Salary

- (a) Subject to paragraph (f) below, the salary to be used for superannuation purposes for a Member in Division 1 or Division 2 who is:
 - (i) a Member of Ground Staff, shall be base pay as determined by the Principal Company, but exclusive of overtime, shift penalties and allowances which are determined by the Principal Company not to be part of base pay;
 - (ii) a Short Haul Flight Attendant, shall be base pay equivalent to 140 hours per calendar month in accordance with the Flight Attendants (Domestic Airlines) Award 1985, but exclusive of any allowances, overtime and shift penalties;
 - (iii) a Long Haul Flight Attendant, shall be base pay equivalent to 149.6 hours per 56 days in accordance with the Airline Flight Attendants (Qantas) Award 1993, plus foreign language allowance but exclusive of overtime and any other allowances;
 - (iv) a Short Haul Pilot, shall be base pay equivalent to 55 hours per calendar month in accordance with the Australian Airlines Pilots Award (1989), plus supervisory and training allowances, but exclusive of any other allowances;
 - (v) a member of Long Haul Technical Aircrew, shall be base pay equivalent to 132 hours per 56 days in accordance with the International Airline Pilots Agreement (1986) or the International Airline Flight Engineer Officers Agreement (1988), as applicable, plus supervisory and training allowances, but exclusive of overseas pay and any other allowances.
- (b) Subject to paragraph (f) and paragraph (g) below, the salary to be used for superannuation purposes for a Member in Division 3, Division 3A, Division 4 or Division 6 who is:
 - (i) a member of Ground Staff, shall be base pay as determined by the Principal Company, plus actual shift penalties, but exclusive of overtime and allowances which are determined by the Principal Company not to be part of base pay;

- (ii) a Short Haul Flight Attendant, shall be base pay equivalent to 140 hours per calendar month in accordance with the Flight Attendants (Domestic Airlines) Award 1985, plus actual band payments, but exclusive of any allowances and overtime;
 - (iii) a Long Haul Flight Attendant, shall be base pay equivalent to 187 hours per 56 days in accordance with the Airline Flight attendants (Qantas) Award 1993, plus foreign language allowance but exclusive of overtime and any other allowances;
 - (iv) a Short Haul Pilot, shall be base pay equivalent to 55 hours per calendar month in accordance with the Australian Airlines Pilots Award (1989), plus supervisory and training allowances, but exclusive of any other allowances;
 - (v) a member of Long Haul Technical Aircrew, shall be base pay equivalent to 170 hours per 56 days in accordance with the International Airline Pilots Agreement (1986) or the International Airline Flight Engineer Officers Agreement (1988), as applicable, plus supervisory and training allowances, but exclusive of overseas pay and any other allowances.
- (c) Subject to paragraph (f) below, the salary to be used for superannuation purposes for a Member in Division 5 shall be an amount determined by the Company from time to time and advised to the Trustee as being the Member's "fixed annual remuneration" as that term is used in the Company's remuneration policy from time to time.
- (d) Subject to paragraph (f) below, the salary to be used for superannuation purposes for a Member in Division 7 shall be an amount determined by the Company from time to time and advised to the Trustee as being the Member's Superannuation Salary.
- (e) Subject to paragraph (f) below, the salary to be used for superannuation purposes for a Member of Division 10 shall be the wage or salary at the date of determination (calculated as an annual wage or salary) or such other amount as advised by the Company to the Trustee from time to time excluding commission sums paid for overtime work or other special services or by way of bonus **provided that** from 1 July 2008 the salary to be used for superannuation purposes will be no less than Ordinary Time Earnings and provided further that during a period of absence from employment without wage or salary their salary shall be determined to continue unaltered until the cessation of such period of absence.
- (f) Notwithstanding the above definitions:
- (i) for a Member stationed outside Australia, Superannuation Salary shall be determined by the Company consistent with the above interpretation;
 - (ii) in the case of a Contractor, Superannuation Salary shall be such amount as is advised by the Company from time to time, but not less than the earnings base which applies under the Superannuation Guarantee (Administration) Act 1992;
 - (iii) the Principal Company may, for one or more purposes of the Rules, determine the amount of a Member's Superannuation Salary to be a different amount if it decides that special circumstances warrant such determination;
 - (iv) for a Member who is receiving a Disability Benefit, Superannuation Salary will be deemed to be that which would have applied if the Member had remained in the same classification as applied when the Member first became Totally but Temporarily Disabled;
 - (v) any reference to an award or an agreement in the above definitions, includes any variations or replacements of that award or agreement from time to time;
 - (vi) for a Flight Attendant or member of the Technical Aircrew who works on a part-time basis a pro rata equivalent of the relevant salary definition will apply;
 - (vii) this definition may be redefined by the Principal Company in the event of changes to the method of determining pay; and

- (viii) in the case of a Division 6 Transferring Member the salary to be used for superannuation purposes may be as otherwise agreed between the Company and the Member.
- (g) Notwithstanding the above definitions, for Members of Division 3A and Division 6, from 1 July 2008, the salary to be used for superannuation purposes will be no less than Ordinary Time Earnings.

Supplementary Benefit

The benefit determined in accordance with Rule 23.3 or Rule 32.2.

Surcharge

The superannuation contributions tax and any advance instalment of the superannuation contributions tax whenever paid or payable by the Trustee under the Superannuation Contributions Tax Imposition Act 1997 and the Superannuation Contributions Tax (Assessment and Collection) Act 1997, and any like or replacement tax, charge, surcharge, levy or duty.

Surcharge Account

The account maintained in respect of a Member other than for a Member who transferred from the Australian Airlines Flight Engineers' Superannuation Plan on 30 June 2005; the account shall be debited with the amount of any Surcharge payment made by the Plan in respect of the Member, or any surcharge accounts or surcharge liabilities transferred from a former superannuation plan in respect of the Member, and credited with contributions made by the Member pursuant to Rules 13.4, 17.4, 22.4, 26(h), 31.4, 35(i), 40(i), 45(i) and 60(i). This account is credited or debited with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Surcharge Offset Contribution

The contributions determined in accordance with Rules 13.4, 17.4, 22.4, 26(h), 31.4, 35(i), 40(i), 45(i) and 60(i).

Technical Aircrew

Officers of air pilot staff or flight engineer staff who regularly form part of the crew of an aircraft.

Temporary Officer

A Contractor, or an Officer who is determined by the Company to be a casual or temporary employee.

Termination Date

The date defined in Rule 4.1(b).

TN Adjusted Service Multiple

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, the Member's TN Service Multiple less the Member's TN Member Multiple.

In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, the Member's TN Service Multiple less the sum of:

- (i) the Member's TN Member Multiple, and
- (ii) the amount determined as the initial value at 30 June 1995 of the Productivity Account under sub-Rule 19.2(c)(i), divided by the Member's TN FAS at 30 June 1995.

TN Division 2 Transferring Officer

A Permanent Officer other than a Division 3 Transferring Officer or a Division 3A Transferring Officer who was a member of a TN Plan immediately prior to becoming a Member.

TN FAS

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, the amount which would have been the Member's Final Average Salary at the relevant date under the rules of the plan from which the Member transferred. However, if as a result of a change in job classification of the Member or a change in the structure of the Member's remuneration, it is not possible to determine an amount for the Member's Final Average Salary under the rules of the plan from which the Member transferred, the Member's TN FAS shall be calculated in a manner agreed between the Trustee and the Principal Company as being appropriate in the circumstances.

TN Member Multiple

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, a number equal to five percent (5%) of the years of benefit service in that scheme (as measured for benefit purposes under that scheme) at 30 June 1995.

In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, a number equal to five percent (5%) of the sum of the years of membership and the period of contributory service in that plan (as those periods are measured for benefit purposes under that plan) at 30 June 1995.

TN Plan

Any one or more of the Australian Airlines General Superannuation Plan, the Australian Airlines Flight Attendants Superannuation Scheme and the Australian Airlines Pilots Accumulation Fund.

TN Service Multiple

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, a number certified by the actuary to the relevant plan to represent the undiscounted accrued defined retirement benefits of the Member at 30 June 1995 divided by the Member's TN FAS at 30 June 1995.

Total and Permanent Disablement

- (a) In respect of a Total and Permanent Disablement Benefit paid in accordance with the provisions of Rule 10.6:
 - (i) has the same meaning as in the Policy under which the Member is insured in relation to benefits payable under Rule 10.6; or
 - (ii) in any other case, is termination of Employment prior to Superannuation Date, through injury or illness which in the opinion of the Trustee after consideration of medical evidence and any other evidence the Trustee considers to be necessary or desirable, has rendered the Member incapacitated to such an extent that the Member is unlikely ever to be able to resume work or to attend to any gainful profession or occupation for which the Member is reasonably qualified by education, training or experience **provided that:**
 - (A) with respect to Division 4 Members Total and Permanent Disablement shall have the meaning set out in Part IVA of the Superannuation Act 1976 and shall be determined by the Commonwealth Superannuation Board of Trustees No. 2 in accordance with the provisions of that Part;
 - (B) a Division 10 Transferring Officer shall be deemed to have become Totally and Permanently Disabled if he has suffered the loss of two

limbs or the sight of both eyes or the loss of one limb and the sight of one eye where “limb” means the whole hand or the whole foot; and

- (C) with respect to a Division 12 Member, Total and Permanently Disabled has the meaning set out in Rule 68.3.
- (b) In respect of an Additional Total and Permanent Disablement Benefit paid in accordance with the provisions of Rule 10.10, Total and Permanent Disablement shall have the meaning contained in the Policy affected in respect of the Additional Total and Permanent Disablement Benefit payable under Rule 10.10.

“Totally and Permanently Disabled” has a corresponding meaning.

Total and Permanent Disablement Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.6 and the relevant Division which applies to the Member and/or, where applicable, the Additional Total and Permanent Disablement Benefit.

Total but Temporary Disablement

- (a) Has the same meaning as in the Policy under which the Member is insured in relation to benefits payable under Rule 10.5 or Rule 61.5.
- (b) If paragraph (a) does not apply, absence from Employment resulting from an illness, accident or injury:
 - which commences or occurs prior to the Superannuation Date, and
 - as a result of which the Member has been absent from Employment with the Company in respect of the illness accident or injury for a period of at least three (3) months (or such shorter period as the Trustee may consider appropriate if in its view hardship exists), and
 - in respect of which the Trustee has considered such medical or other evidence as the Trustee may require, and
 - which in the opinion of the Trustee, has rendered the Member unable to be employed by the Company in any position considered suitable by the Company (whether or not such a position is currently vacant within the Company).

“Totally but Temporarily Disabled” has a corresponding meaning.

Transfer Account

The account maintained in respect of a Member of Division 2, Division 3, Division 3A, Division 6, Division 7 or Division 10; the account shall be credited with amounts pursuant to Article 19 in respect of a Division 2 Member, pursuant to Article 28 in respect of a Division 3 or Division 3A Member, pursuant to Article 42 in respect of a Division 6 Member, pursuant to Article 47 in respect of a Division 7 Member and pursuant to Article 62 in respect of a Division 10 Member. This account is credited (or debited) with interest at the Credited Interest Rate and with amounts in accordance with Rule 2.20 and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Transfer Account will reduce the balance of the Transfer Account by the amount of the payments.

In respect of a Division 12 Member, a Transfer Account may be established in respect of any accumulation benefits transferred from the Australian Airlines Flight Engineers’ Superannuation Plan as advised by the Company on the advice of the Actuary. The account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Transfer Account will reduce the balance of the Transfer Account by the amount of the payments.

Transferring Officer

A Transferring Officer shall be an Officer who was a Member of Division 1 and who elected, prior to 31 December 1989 or such other date as the Principal Company may in any particular case approve, at the invitation of the Principal Company to transfer to Division 2 with effect from 1 January 1990, or at such other date as may be approved by the Principal Company.

Transition to Retirement Account

The account maintained in respect of a Member of Division 14 pursuant to Rule 75.1.

Trustee

The Trustee for the time being appointed in accordance with the provisions of these Rules.

Voluntary Contribution Account

The account maintained in respect of a Member of Division 1, Division 3, Division 3A, Division 4, Division 7, Division 10 or Division 12; the account shall be credited with contributions made by, or in respect of, the Member pursuant to Rules 13.2, Rule 22.2(a), Rule 26(b), Rule 31.2(a), Rule 45(b), Rule 60(b), Rule 70(b) and with amounts pursuant to Article 28. This account is credited (or debited) with interest at the Credited Interest Rate and with amounts in accordance with Rule 2.20 and is debited with taxes as appropriate. Any payments made under Rule 8.8B or Rule 8.8D from the Voluntary Contribution Account will reduce the balance of the Voluntary Contribution Account by the amount of the payments.

Voluntary Contributions

The contributions determined in accordance with Rules 13.2, Rule 22.2(a), Rule 26(b), Rule 31.2(a), Rule 45(b), Rule 60(b) or Rule 70(b).

Withdrawal Benefit

A benefit paid to a Member in accordance with the provisions of Rule 10.7(b) and the relevant Division which applies to the Member.

Withdrawal Date

The date determined in accordance with Rule 3.2(b)(i).

Withdrawing Employer

The Associated Employer referred to in Rule 3.2(b)(i).

1.2 SUPERANNUATION STANDARDS

(a)

- (1) The Trustee and each Company shall comply with the Act and are empowered to do and procure to be done such acts, matters and things that either are necessary or desirable in order to comply with the Act or that the Trustee or Company can (but is not obliged to) do in accordance with a provision of the Act.
- (2) Any provision or requirement of the Act which is expressly required by the Act to be included in the Rules in order to comply with or satisfy the Act shall be deemed to be included in the Rules from the date when compliance is required.
- (3) If a provision of the Act (in this Rule an **empowering provision**) states that the Trustee can (but is not required to) act in accordance with the Act but requires that the Rules include a particular provision (in this Rule a **deed provision**), the deed provision is deemed to be included in the Rules for so long as it is so required by the Act if the Trustee acts in accordance with the empowering provision.

- (4) If there is a conflict between the Statutory Requirements and any other provision of the Rules, the Statutory Requirements shall prevail to the extent of the conflict.
- (5) Subject to Rule 2.6, if any doubt or dispute arises as to the existence, meaning, application or effect of any requirement of the Statutory Requirements, or if there is a conflict between requirements of the Statutory Requirements, the decision of the Trustee shall be final and binding on all interested persons.
- (b) Notwithstanding any other provision of the Rules but subject to Rule 1.2(a) -
 - (i)
 - (A) the Trustee of the Plan shall be a constitutional corporation as that term is defined in the Act; or
 - (B) if the sole or primary purpose of the Plan is to provide old-age pensions or the Rules are amended so that the sole or primary purpose of the Plan is to provide old-age pensions, natural persons may be appointed as Trustees of the Plan, and
 - (ii) the Trustee is empowered to make the irrevocable election necessary for the Act to apply to the Plan.
- (c) Notwithstanding any other provision of the Rules the covenants that are required by the Statutory Requirements to be included in the Rules are deemed to be included in the Rules as covenants by the Trustee and by each director of the Trustee for so long as and to the extent required by the Statutory Requirements.
- (d) Notwithstanding any other provision of the Rules but subject to Rule 1.2(a) -
 - (i) any provision of the Rules which permits a discretion to be exercised by a person other than the Trustee shall be deemed to include a requirement to obtain the consent of the Trustee to the exercise of such discretion where such consent is required by the Statutory Requirements; and
 - (ii) any provision which subjects the Trustee in the exercise of any of its powers under the Rules to direction by the Principal Company or any other person where such direction is prohibited by the Statutory Requirements shall be construed as discretion to be exercised by the Principal Company or that other person with the consent of the Trustee.
- (e) Where the Trustee issues an interest on the basis that a benefit (including but not limited to an income stream) that is payable in relation to that interest will qualify as a particular type of benefit (for example, a particular type of pension) (in this Rule the **intended benefit**) under an Act, any condition, standard or requirement of the Act which must be included in the Rules in order for the benefit to be an intended benefit under the Act is deemed to be included in the Rules for so long as it is required.

Article 2

2 Administration

2.1 INTERPRETATION

- (a) If any question or dispute arises on the interpretation of the Rules or the incidence or application of any rights, benefits, duties or liabilities arising under the Rules, the decision of the Trustee shall, subject to Rule 2.6, be binding upon all Members and the Company, subject always to such remedies as any Member or Company may have at law.
- (b) The only provisions of this Deed and Rules that apply to a Member of the Gateway Division are set out in clause 3 of the Schedule for that Division.
- (c) The only provisions of this Deed and Rules that apply to a Member of Division 15 are set out in clause 3 of the Schedule for that Division.

2.2 SALARY

A Member's Superannuation Salary and, if applicable, Salary for Insurance Purposes shall be advised to the Trustee by the Company at the date of entry to the Plan and at each subsequent date on which it is required for the purposes of the Plan.

2.3 GOVERNMENT CHARGES

- (a) The Trustee shall be entitled to deduct from any payment due from the Plan or from the income or assets of the Plan, the amount of any income or other tax, duty or any other government charges which are payable or which may become payable. Without limiting the generality of the foregoing, these deductions include:
 - (i) the deduction of income tax from contributions paid to the Plan by the Company in respect of a Member or from any other contributions upon which income tax is payable by the Trustee;
 - (ii) the deduction of any amount of tax from the earnings of the Plan;
 - (iii) the deduction of any amount of tax (if any) from benefits payable to Members hereunder;
 - (iv) the deduction of any further amounts as may be required from time to time by the Commissioner of Taxation or any other authority empowered to levy an impost, tax or duty upon superannuation funds; and
 - (v) the making of provisions for any tax liability, whether it has arisen or not, as the Trustee shall deem prudent or advisable and the debiting of any accounts of the Plan for such provisions in such manner as the Trustee considers equitable.
- (b)
 - (i) If the Trustee becomes liable for a payment of Surcharge in respect of a Member, the Trustee must adjust Member's benefits in a way it considers equitable to allow, as far as possible, for the cost of the surcharge.
 - (ii) The Trustee must not adjust a Member's benefits in a way that is contrary to the Statutory Requirements.
 - (iii) The Trustee must not adjust a Member's benefits in a way that would cause the inclusion of this Rule to be invalid in terms of Rule 2.11.
 - (iv) To give effect to Rule 2.3(b)(i) the Trustee may adjust a Member's benefit by establishing a Surcharge Account in respect of a Member.

2.4 LAW OF AUSTRALIAN CAPITAL TERRITORY

The Rules of the Plan shall be governed by and interpreted according to the laws of the Australian Capital Territory.

2.5 PROHIBITION AGAINST DEALINGS

Member shall not be competent to vary, cancel, surrender, assign, mortgage or otherwise deal with a benefit under the Plan, except by way of mortgage or charge to secure a present advance of money:

- (a) to a Member exclusively for housing for the Member's occupancy; or
- (b) to a Member suffering financial hardship.

Provided that such mortgage or charge will not prejudice the continuing approval of the Plan by a Regulatory Authority.

2.6 DISPUTES

The Trustee shall ensure that for so long as the Act requires there are in force arrangements within the Plan that enable the Trustee to deal with Member and beneficiary complaints and inquiries in a manner and within the time provided by the Act. The Trustee shall ensure that to the extent required by the Act, any decision of a court or tribunal constituted by or under the Act shall be followed.

2.7 RIGHTS OF MEMBERS

- (a) No person whether as a Member or otherwise shall have any claim, right or interest to or in respect of the Plan or in any contribution or in any interest in the Plan or any claim upon or against the Trustee or the Company in connection with the Plan except under and in accordance with the provisions of the Rules.
- (b) Every person who becomes a Member shall, subject to Rule 2.11 be deemed to be bound by the Rules and any subsequent amendments, modifications, revocations or additions to the Rules and all regulations made under it.
- (c) Every Member shall have the right to inspect a copy of the Rules at offices of the Principal Company during the Principal Company's usual business hours. A copy of the Rules may be obtained from the Trustee.

2.8 MEMBERS TO GIVE INFORMATION

- (a) Every Member and every person claiming a benefit shall from time to time and at such time as requested give the Trustee such information and produce such documents as the Trustee shall consider necessary for the purpose of establishing entitlement to such benefit.
- (b) The Trustee may require a Member from time to time to provide health evidence or other information by submitting to medical examination or otherwise and as a result of such medical examination or other information or the lack of submission thereof, the benefit payable on the death or disablement of the Member may be varied as provided in Rule 9.2 hereof.
- (c) A Member shall also provide such proof of correct age as the Trustee shall reasonably require and in the event that the age of a Member as recorded prior to the submission of such proof is found to be incorrect the benefits payable to or in respect of the Member will be redetermined by the Trustee in taking into account the Member's correct age.

2.9 GOVERNMENT SUPERANNUATION SCHEME

If a Government Superannuation Scheme is introduced in Australia or if an existing Government Superannuation Scheme for the time being in force is altered, or if other legislation establishing government sponsored rights to benefits for Members is enacted the following provisions shall have effect from the date of such introduction or alteration as the case may be:

- (a) The Principal Company may, subject to Rule 1.2(d), authorise a reduction in a Member's contributions and the relevant contributions of the Company to the Plan up to the amounts payable by the Member and the Company under any Government Superannuation Scheme.
- (b) The Principal Company may, subject to Rule 1.2(d), direct the Trustee to reduce the future accrual of any benefit payable in respect of a Member by an amount equivalent to all or part of any Declared Benefits payable in respect of the Member under a Government Superannuation Scheme.
- (c) The Principal Company may, subject to Rule 1.2(d), direct the Trustee to otherwise alter the provisions of the Plan to take account of any other legislative change.
- (d) The maximum amount by which a Member's contributions or the Company's contributions can be reduced under paragraph (a) above and the maximum amount of the reduction which can be made in any benefit under paragraph (b) or the manner in which the provisions of the Plan are altered under paragraph (c) above shall be determined by the Trustee.
- (e) The Trustee may make such Rules as it shall think fit for the purpose of putting this Rule into effect and may from time to time alter or revoke such Rules.
- (f) In the case of a Member of Division 1, notwithstanding (a) - (e) above, no variation may be made which would prejudice a benefit already secured to a Member at the date of that variation, unless required by legislation.

2.10 COMPANY'S RIGHT TO TERMINATE EMPLOYMENT

- (a) Nothing in these Rules shall in any way restrict the right of the Company to terminate the Employment of a Member at any time.
- (b) Nothing in these Rules shall in any way affect the right of a Member or the Member's legal representative or any other person to claim damages or compensation at common law or under workers' compensation or other legislation providing for compensation to a Member injured or dying as a result of an accident arising out of or in the course of the Member's Employment with the Company and subject to the determination of the Disability Benefit and the Total and Permanent Disablement Benefit, the amount payable under these Rules shall not otherwise be reduced by reason of payment of such damages or compensation.

2.11 VARIATION OF RULES

- (a) The Principal Company may from time to time make amendments and additions to this Deed and Rules (prospectively or retrospectively) **provided that:**
 - (i) the benefit already secured to any Member of Division 1 and any Transferring Officer shall not be prejudicially varied or affected without the Member's consent in writing; and
 - (ii) no such amendment or addition or both shall reduce any benefits that have accrued to any Member, or affect the basis for calculating the amount of retirement benefits of any Member in a way that reduces that amount with respect to the period of membership before the date of the amendment and/or addition, except with the written approval of the Member; and
 - (iii) except as provided for in Rule 2.9, the future accrual of benefits for a Member of Division 2 shall not be reduced unless the relevant (as determined by the Trustee) employee representative group agrees to the change; and
 - (iv) no amendment or addition shall be made to the benefits or conditions of a Member who transferred from the Australian Airlines General Superannuation Plan or the Australian Airlines Flight Attendants Superannuation Scheme if that amendment or addition would not have been allowed under the amendment powers in the rules of the plan from which the Member transferred; and

- (v) no amendment or addition shall be made to the benefits or conditions of a Division 10 Transferring Officer if that amendment or addition would not have been allowed under the amendment powers in the rules of the Regional Airlines Superannuation Plan which applied as at 30 June 2002.
- (b) Where any provision of this Deed or Rules is amended the Trustee shall give to each Member as soon as practicable after the date of such amendment and in accordance with Statutory Requirements a written statement explaining the nature and purpose of the amendment and the effect (if any) of the amendment on the entitlement of the Member.
- (c) Notwithstanding any other provision of the Rules –
 - (i) no amendment shall take effect without the consent of the Trustee if such consent is required under the Statutory Requirements; and
 - (ii) no amendment shall be made other than in accordance with the Statutory Requirements.

2.12 LEAVE OF ABSENCE AND EMPLOYMENT OVERSEAS BRANCH CONDITIONS

- (a) Subject to the Statutory Requirements a Member who shall have been granted leave of absence with salary shall remain a Member of the Plan and the period of such leave of absence shall be included as Credited Service.
- (b) Subject to the Statutory Requirements a Member who shall have been granted leave of absence without salary shall remain a Member of the Plan and the Principal Company may, in its discretion, determine that the contribution by the Member shall be discontinued and the period of leave excluded from Credited Service **provided that**, in the event that contributions and Credited Service are to be continued, the Principal Company shall determine the Superannuation Salary and, if applicable, Salary for Insurance Purposes to be used and the Member shall pay Member Contributions which fall due during such period of absence and the Principal Company may, in its discretion, require the Member to pay the Company's contribution to the Plan on behalf of the Member for the same period. **Provided further that** in the event that a Member is in receipt of the disability income benefit, the membership and contributions of the Member shall be governed by Rule 13.3 or Rule 17.3.
- (c) Subject to the Statutory Requirements a Member who shall be on leave of absence by reason of service with the armed forces of Australia or of any of its allies, shall continue to be a Member of the Plan as if such Member were on leave of absence without salary.
- (d) Subject to the Statutory Requirements, a Member who agrees to work for the Company principally outside of Australia on terms and conditions of employment that are usually applicable to an employee working in a country other than Australia (Overseas Terms and Conditions), shall remain a Member of the Plan and the Principal Company may (with the agreement of the Member), determine that the contributions by the Member shall be discontinued, and that the Member's period of service on Overseas Terms and Conditions be excluded from Credited Service **provided that**, in the event that contributions and Credited Service are to be continued, the Principal Company shall determine the Superannuation Salary and, if applicable, Salary for Insurance Purposes to be used and the Member shall pay Member Contributions which fall due during such period of employment on Overseas Terms and Conditions and the Principal Company may, if so agreed with the Member require the Member to pay the Company's contributions to be Plan on behalf of the Member for the same period **provided further that** in the event that a Member is in receipt of the disability income benefit, the membership and contributions of the Member shall be governed by Rule 13.3 or Rule 17.3.
- (e) The Company shall notify the Trustee whenever any Member shall be given leave of absence without salary and whenever the Employment of any such Member has been terminated.

- (f) The Company shall notify the Trustee whenever a Member is employed on the basis set out in Rule 2.12(d) and whenever the Employment of any such Member has been terminated.

2.13 INSURANCE POLICIES

The Trustee shall have the power to effect and maintain one or more insurance policies on the lives of any of the Members or on or in respect of any asset of the Plan.

2.14 AMOUNTS OWING BY MEMBERS

Notwithstanding anything to the contrary contained or implied in this Deed, but subject to the Statutory Requirements the benefit payable in any circumstance will be determined by deducting from the benefit otherwise payable, any contribution payable by the Member which has been paid to the Plan by the Company but not recovered from the Member.

2.15 INFORMATION TO MEMBERS

The Trustee will give such information to Members, and at such times, in relation to their benefit entitlements and generally in relation to the Plan as may be required from time to time in order to ensure that the Plan continues to be approved by the Regulatory Authority.

2.16 MINIMUM BENEFITS

- (a) Notwithstanding anything contained elsewhere in these Rules, where a State, Commonwealth or Territory law requires the Company to provide a minimum level of superannuation benefits in respect of a Member or Members, or where a State, Commonwealth or Territory law would impose a penalty, charge or tax upon the Company if such a minimum superannuation benefit is not provided, the Principal Company may require the benefits otherwise payable from the Plan to or in respect of the Member or Members to be increased (if necessary) so that the benefits payable from the Plan when aggregated with superannuation benefits provided to that Member or Members by the Company from any other superannuation fund or arrangement which satisfies the statutory requirements are not less than the minimum superannuation benefit or such part thereof as the Principal Company specifies.
- (b) The benefits otherwise payable from the Plan shall not be increased in accordance with paragraph (a) of this Rule unless and until the Principal Company provides to the Trustee written notification of its requirements under paragraph (a) of this Rule, including what part of the minimum superannuation benefit is to be provided by the Plan and details of the Members to which this requirement applies.
- (c) At any time after providing written notification to the Trustee in accordance with paragraph (b) of this Rule, the Principal Company may revoke or amend that notification by further notification in writing to the Trustee **provided that** no such revocation or amendment shall reduce the level of benefits payable from the Plan in accordance with the previous notification, to the extent that that level of benefits:
 - (i) relates to any period of membership or Employment of a Member before the date of notification of the revocation or amendment; or
 - (ii) has otherwise accrued or become payable to a Member before the date of notification of the revocation or amendment.
- (d) Where the Principal Company provides a written notification to the Trustee in accordance with paragraph (b) or paragraph (c) of this Rule, the Trustee shall provide a copy of that notification to the Actuary, and the adjustment to the benefits otherwise payable from the Plan shall be calculated by the Actuary or shall be calculated by reference to formulae determined by the Actuary and certified in writing to the Trustee for this purpose.

2.17 MODIFICATIONS FOR CERTAIN FIXED TERM AND OTHER SPECIFIED EMPLOYEES

- (a) Notwithstanding any other provisions of the Rules, with the agreement of the Trustee and the Officer or Officers concerned, the Principal Company may nominate an Officer

or group of Officers who are on fixed term employment contracts or who are otherwise considered by the Principal Company to warrant inclusion under this Rule 2.17, to have their benefits, their contributions and/or other aspects of the membership determined in accordance with this Rule 2.17 in lieu of the benefits, contributions and other provisions otherwise provided for in these Rules.

- (b) Subject to the Statutory Requirements, where this Rule 2.17 applies to a Member, the benefits provided in respect of the Member, the contributions payable by the Member (if any) and the other conditions applying to the Member, shall be adjusted to be in accordance with a written agreement which shall be made between the Company and the Member.
- (c) To the extent that the agreement referred to in paragraph (b) of this Rule 2.17 is silent on matters covered in these Rules, the normal provisions of these Rules shall apply.
- (d) The Trustee and the Principal Company shall determine the Division or Divisions in which Members to whom this Rule 2.17 applies will be included, having regard to the terms of the written agreement made between the Company and the Member.

2.18 FAMILY LAW REQUIREMENTS

- (a) The Trustee is empowered to do or arrange to be done, all acts, matters and things which the Trustee considers appropriate to comply with or satisfy the provisions of the Family Law Requirements, including, but not limited to:
 - (i) providing information to an eligible person, as that term is defined in the Family Law Requirements;
 - (ii) dealing with Superannuation Agreements;
 - (iii) dealing with Flag Lifting Agreements;
 - (iv) dealing with Splitting Orders;
 - (v) dealing with Flagging Orders; or
 - (vi) dealing with any other agreement or order imposed or made under the Family Law Requirements in relation to a Member's benefit or a Member's future benefit.
- (b) The Trustee shall provide information to Members, Non-Member Spouses and any other person as required under the Statutory Requirements.
- (c) Subject to the Statutory Requirements, the Trustee may:
 - (i) on the advice of the Actuary, adjust any benefit currently payable under these Rules by the amount of any payment to or in respect of a Non-Member Spouse and any relevant fees; and/or
 - (ii) where no benefit is currently payable, debit the Member's Family Law Account or Retained Benefit Account or Allocated Pension Account by the amount of any payment to or in respect of a Non-Member Spouse and any relevant fees.
- (d) Subject to the Statutory Requirements, the Trustee may allocate or impose any fees or charges it considers appropriate in relation to compliance with or administration of the Family Law Requirements. Subject to the Statutory Requirements, the fees and charges may be allocated or imposed in such manner or in such proportions, as the Trustee considers appropriate, upon:
 - (i) a Member;
 - (ii) a Non-Member Spouse;
 - (iii) a Beneficiary or Beneficiaries; or
 - (iv) any other person as permitted under the Statutory Requirements or Family Law Requirements.

Those fees may be deducted from a Member's account, deducted from a payment, or charged directly to a Member, Non-Member Spouse or a Beneficiary or any other person permitted by the Family Law Requirements.

- (e) Subject to the Statutory Requirements, the Trustee may, at its discretion, pay, transfer or rollover any benefits or amounts, in accordance with the Family Law Requirements, to:
 - (i) a Non-Member Spouse; or
 - (ii) another Complying Superannuation Fund chosen by a Non-Member Spouse; or
 - (iii) an Eligible Rollover Fund chosen by the Trustee.
- (f) Subject to the Statutory Requirements, the Trustee may require a Member and/or a Non-Member Spouse to act in accordance with the Family Law Requirements, including, but not limited to, the provision of such information as the Trustee may require under the Family Law Requirements.

2.19 EARLY RELEASE OF BENEFITS

- (a) At the discretion of the Trustee and subject to the Statutory Requirements, in the case of:
 - (i) the severe financial hardship of a Member (within the meaning of the Statutory Requirements);
 - (ii) compassionate grounds arising in respect of a Member (within the meaning of the Statutory Requirements); or
 - (iii) any other circumstances arising in relation to a Member permitted or prescribed by the Statutory Requirements,

the Trustee may pay to (or in respect of) a Member all or part of the amount which the Trustee determines represents the Member's interest at the time of making the determination. Any such amount may be provided in such form and by way of such arrangements as the Trustee thinks fit.
- (b) Subject to the Statutory Requirements, where the Trustee pays an amount to or in respect of a Member under this Rule, the Trustee will:
 - (i) reduce the benefits payable in respect of the Member; or
 - (ii) debit an account maintained in respect of the Member selected by the Trustee,

in a manner and by an amount determined by the Trustee.

2.20 INVESTMENT OPTIONS

- (a) The Trustee may permit a Member (or a class of Members) in a Division determined by the Trustee to direct the Trustee to invest all (or part of) the Member's Accounts (as determined by the Trustee) in an Investment Option on such terms as the Trustee determines (including, but not limited to, the Accounts from which amounts are to be deducted to invest in the Investment Option and if the Investment Option is for a fixed term, the Accounts to which amounts are to be credited at the end of the fixed term of the Investment Option).
- (b) If the Trustee invests all (or part of) a Member's Account under Rule 2.20(a) in an Investment Option, that investment is made for the sole benefit (and at the sole risk) of the Member.
- (c) Neither the Trustee (nor the Principal Company) is liable to a Member (or Beneficiary) for acting (or for a delay in acting) in accordance with the Member's choice of Investment Options.

2.21 OVERRIDING PROVISIONS IN RELATION TO MEMBERS' ACCOUNTS

- (a) Despite any provision in this Deed and Rules that requires the Trustee to maintain separate Accounts and offset accounts in respect of a Member's interest in a Division,

the Trustee is not obliged to do so, provided that the Trustee reasonably considers that, as a result, there will be no adverse effect on:

- (i) the total value of the Member's interest in the Division; or
 - (ii) the Member's rights attaching to their interest in the Division.
- (b) For avoidance of doubt, the Trustee may rely on Rule 2.21(a) above to reduce or eliminate an offset account maintained in respect of a Member's interest in a Division.

Article 3

3 Employers

3.1 ADMISSION OF EMPLOYEES OF ASSOCIATED EMPLOYERS

The Trustee may, with the approval of the Principal Company make such arrangements as it shall think fit with any Associated Employer which has agreed in writing regarding those of its employees who are eligible to be admitted as Members.

3.2 WITHDRAWAL OF ASSOCIATED EMPLOYER

- (a) The participation in the Plan of an Associated Employer may be terminated:
 - (i) by the Associated Employer by notice in writing to the Trustee; or
 - (ii) by the Trustee with the consent in writing of the Principal Company by notice in writing to the Associated Employer.
- (b) On such termination of participation:
 - (i) the Trustee after consultation with the Associated Employer shall specify a date (the "Withdrawal Date") upon which the Associated Employer (the "Withdrawing Employer") shall withdraw;
 - (ii) the Withdrawing Employer shall forthwith pay any arrears of contributions up to the Withdrawal Date;
 - (iii) benefits which have become payable on or before the Withdrawal Date shall continue to be payable in the same manner as would have applied if the termination had not occurred;
 - (iv) the Actuary shall certify what proportion of the assets of the Plan, including arrears, if any, of contributions still to be made pursuant to paragraph (ii) above, is properly attributable to Members who were in the employ of the Withdrawing Employer at the Withdrawal Date.
- (c) The proportion of the assets of the Plan determined under Rule 3.2(b)(iv) shall be applied in accordance with Rule 4.2. Such application shall be made as if:
 - (i) the said proportion of the assets of the Plan had constituted a separate fund in respect of which the Withdrawing Employer was the only Company and those Members employed by it at the Withdrawal Date were the only Members; and
 - (ii) such separate fund had been terminated under Rule 4.1(a) hereof having effect from the Withdrawal Date.

3.3 EXTERNAL EMPLOYERS

- (a) The Trustee can, with the consent of the Principal Company (that can be provided in relation to one or multiple Members and may be a standing consent), accept a contribution from an employer of a Member other than a Company, provided that:
 - (i) the Member has not at any time ceased to be a Member of the Plan;
 - (ii) the employer is not, and as a result of the contribution does not become, a 'standard-employer-sponsor' of the Plan for the purposes of the Act; and
 - (iii) if the Trustee does not hold a Public Offer Entity Licence, accepting such a contribution does not cause the Plan to become a Public Offer Superannuation Fund.
- (b) Contributions received by the Trustee in accordance with Rule 3.3(a) will be credited to the Member's account listed in the table below for the relevant Division or a different account for the Member that is determined by the Trustee:

Division	Account
1, 3, 3A, 4, 7, 10 and 12	Voluntary Contribution Account
2	Member Extra Account
5 and 6	Member Account

Article 4

4 Winding Up

4.1 TERMINATION OF PLAN

- (a) The Plan shall be wound up as provided in this Rule upon the happening of any of the following events:
 - (i) if the Trustee shall consider that the Plan is insolvent or if it shall be advised by the Actuary that the Plan is insolvent and it resolves to terminate the Plan; or
 - (ii) if the Principal Company decides that it will permanently cease contributing to the Plan; or
 - (iii) if an order is made or an effective resolution is passed for the winding up of the Principal Company other than for the purpose of amalgamation or reconstruction.
- (b) In such event the Trustee shall give notice in writing to the Company and the Members that the Plan shall terminate on a specified date (the "Termination Date"). As from the Termination Date the following shall apply:
 - (i) no further contributions shall be made by the Company and the Members other than arrears of contributions due up to the Termination Date; and
 - (ii) any arrears of contributions shall be paid forthwith.

4.2 BENEFITS ON TERMINATION

- (a) Upon termination of the Plan, the Trustee, after considering the advice of the Actuary shall:
 - (i) allocate any balance remaining in the Foregone Benefits Reserve amongst the Members of Division 1 at the Termination Date, by way of a pro rata addition to each such Member's Accumulated Credit;
 - (ii) apply:
 - (A) the proceeds of the Gateway Division in accordance with clause 6(b) of that Division; and
 - (B) the assets of the Plan that are referable to the interests of Division 15 members in accordance with clause 15.2 of that Division; and
 - (3) make such provision out of the remaining assets of the Plan as is necessary to provide for the following payments in the listed order of priority:
 - (A) the costs, charges and expenses of the Trustee and of the winding up of the Plan so far as the same are not met by the Company or under Rule 4.2(a)(ii) above;
 - (B) benefits which became payable before the Termination Date and have not been paid including provision for the continuation of the payment of any pensions payable from the Plan on the same terms and conditions as prior to the Termination Date and including Retained Benefit Account balances for Division 8 Members, Allocated Pension Account balances for Division 9 Members, Spouse Member Account balances or Child Member Account balances for Division 11 Members, and Transition to Retirement Account balances for Division 14 Members;
 - (C) in respect of each Member who is still in Employment at the Termination Date and who has reached or who has passed Retirement Date or who has not reached Retirement Date but who would qualify for an Early Retirement Benefit had Employment ceased

immediately prior to the Termination Date, benefits having a value equal to the Retirement Benefit, the Late Retirement Benefit or the Early Retirement Benefit as the case may be;

- (D) in respect of each Member who is still in Employment at the Termination Date, and who is not entitled to a benefit under (C) above, benefits having a value equal to the Withdrawal Benefit that would have been payable had the Member ceased to be in Employment immediately prior to the Termination Date other than for summary dismissal (and in the case of a Member of Division 4, determined as if the Member had chosen a deferred benefit as the Member's Withdrawal Benefit);
- (E) in respect of each Division 1 and Division 2 Member who is still in Employment at the Termination Date and who is not entitled to a benefit under paragraph (C) above, benefits having a value equal to the Withdrawal Benefit that would have applied if the actual vesting percentage (determined in accordance with Rule 14.9 or Rule 18.9 as the case may require) were replaced by 100% less any benefits determined under paragraph (D) above;
- (F) in respect of each Division 3 Member who is still in Employment at the Termination Date and who is not entitled to a benefit under paragraph (C) above, benefits having a value equal to the Withdrawal Benefit that would have applied if the actual whole years of Credited Service for the purposes of Rule 23.9 were 5 or more, less any benefits determined under paragraph (D) above;
- (G) in respect of each Division 10 Member who is still in employment at the Termination Date any assets advised by the Actuary as representing the accumulation of any employer contributions made under Rule 59(d) will be apportioned amongst Division 10 Members in such manner as the Trustee on the advice of the Actuary determines to be equitable.
- (H) payments to the Company, subject to Rule 12.1(c).

The balance of assets of the Plan, if any, will be apportioned amongst Members in Employment at the Termination Date, in such manner as the Trustee considers fair and equitable after taking into account the benefits determined under paragraphs (C), (D), (E), (F) and (G) above.

- (b) Subject to Rule 9.9 the benefits to be provided under Rule 4.2(a) hereof shall be in cash, or with the agreement of the Member, by provision of life assurance or annuity policies or participation in any other superannuation fund, Approved Deposit Fund or Deferred Annuity fund as determined by the Trustee but shall not be payable to a Member or transferred to an Approved Deposit Fund or Deferred Annuity fund unless and until the Member ceases to be in Employment.

Article 5

5 Trustee

5.1 APPOINTMENT AND REMOVAL OF TRUSTEE

- (a) Pursuant to the Declaration of Trust the Principal Company was the first and original Trustee of the Plan. Should the Principal Company desire to be discharged from its role as Trustee then it shall appoint another company to act as Trustee for such term (if any) as may be agreed between the Principal Company and the new trustee, and the Principal Company shall, subject to the Statutory Requirements, have power by notice in writing from time to time to remove the Trustee and, by deed of appointment, to appoint a new Trustee. All such appointments shall be subject to Rule 5.1(b).
- (b) A company is not eligible to be the Trustee unless its articles of association are consistent with this Deed and the Statutory Requirements.

5.2 POWERS OF TRUSTEE

- (a) The Trustee shall hold office until the earliest of:
 - (i) its removal from that office by the Principal Company pursuant to Rule 5.1(a);
 - (ii) the date on which the Trustee's term of office expires or the Trustee's appointment to such office ceases;
 - (iii) its retirement from that office by written notice given to the Principal Company;
 - (iv) the appointment of a receiver, receiver and manager and liquidator in respect of it or the whole or any part of its property or the approval by a court of a scheme of arrangement providing for its dissolution other than for the purpose of reconstruction;
 - (v) its disqualification from that office by operation of law; and
 - (vi) its becoming a disqualified person under the Statutory Requirements,and, upon the Trustee ceasing to hold office, another trustee shall be appointed to such office pursuant to Rule 5.1(a).
- (b) The acts of the Trustee are valid notwithstanding any defect that may be discovered in its appointment.

5.3 DISCRETIONS

- (a) Unless the continuing approval of the Plan by the Regulatory Authority would in the opinion of the Trustee be jeopardised, subject to these Rules, the Trustee in the exercise of the powers, authorities and discretions vested in it shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of such powers, authorities and discretions from time to time and at any time or may refrain from exercising all or any of such powers, authorities and discretions from time to time or at all.

The Trustee, any director or other officer of the Trustee and any delegate of the Trustee may exercise all powers authorities and discretions conferred hereunder notwithstanding that it or he/she may have a direct or personal interest in the mode or result of exercising the same, but may nevertheless abstain from acting except as a formal party in any matter in which it or he/she may be so personally interested.
- (b) In addition to any other powers vested in the Trustee by the Trust Deed and the Rules, the Trustee shall have the following powers:
 - (i) to purchase or otherwise acquire and to sell or otherwise dispose of investments which the Trustee is authorised to acquire or dispose of on such terms and conditions as it shall think fit;

- (ii) to appoint and at its discretion remove the Actuary, Auditor, solicitors, managers, secretaries, clerks, agents and other persons, as it from time to time thinks fit, determine their powers and duties and fix their remuneration and require such security as it thinks fit;
- (iii) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Trustee or its officers or otherwise concerning the affairs of the Plan and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Plan;
- (iv) to refer any claims or demands by or against the Plan to arbitration and observe and perform the awards;
- (v) to make and give receipts, releases and other discharges for money payable to the Plan and for the claims and demands on the Plan;
- (vi) to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (vii) to determine by resolution who shall be entitled to sign on the Trustee's behalf, receipts, acceptances, endorsements, releases, contracts and documents;
- (viii) to pay benefits out of the Plan to persons entitled;
- (ix) to decide who are Dependants for the purposes of the Rules;
- (x) in case of mental or physical ill-health, or incapacity of a person entitled to benefits, to pay or apply such benefits at its discretion to, or for the benefit of, such person and the Dependants of such person;
- (xi) to determine whether or not a Member is Totally but Temporarily Disabled or Totally and Permanently Disabled or suffering from Serious Ill-Health for the purposes of the Rules, subject to the conditions set out in these Rules;
- (xii) to maintain separate accounting provisions within the Plan and, if it so determines, to maintain separate pools of assets in respect of such provision (including, the Provident Fund Account, or reserves in respect of the Accumulated Credits or any part thereof, in respect of any group of Members);
- (xiii) the Trustee may, subject to the Statutory Requirements, accept contributions other than in cash including, without limitation, contributions by way of voucher arising as a result of a superannuation guarantee shortfall.

5.4 INDEMNITY TO TRUSTEE

Subject to the Statutory Requirements the Trustee shall be indemnified from the Plan against all liabilities and expenses howsoever incurred through any act or omission in the exercise of the powers, duties and discretions under the Rules or in the bona fide intended or purported exercise of the powers, duties and discretions under the Rules and shall have a lien on the Plan for such indemnity. The Trustee shall not be liable for any act of omission in the exercise of the powers, duties and discretions under the Rules in the bona fide intended or purported exercise of the powers, duties and discretions under the Rules or for any loss or expenses incurred by the Plan through the insufficiency or deficiency of any security in or upon which any of the moneys of the Plan shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatever sustained by the Plan except where due to the Trustee's own wilful misconduct or defaults.

For the purposes of this Rule, the term Trustee includes the directors and officers of the Trustee.

5.5 NOTICES TO TRUSTEE

For the purposes of the Rules the Trustee shall be entitled to regard a direction, instruction or other written authorisation signed by an authorised representative of the Company as a valid direction instruction or other written authorisation of the Company.

5.6 APPOINTMENT OF DIRECTORS

The Principal Company must appoint the directors selected under this Article 5.

5.7 EQUAL REPRESENTATION

If the Statutory Requirements require the Trustee to have an equal number of member representatives and employer representatives, the board of the Trustee:

- (a) must consist of an equal number (as determined by the Principal Company) of:
 - (i) directors selected from amongst the Members in accordance with other provisions of this Rule 5 ("Member directors"); and
 - (ii) directors selected by the Principal Company ("Company directors"); and
- (b) may include one additional director (an "independent director") selected under this Article 5.

5.8 SELECTION OF MEMBER DIRECTORS

- (a) The Trustee, with the approval of the Principal Company, must determine regulations and procedures which apply to the selection and removal of Member directors. These regulations and procedures may include:
 - (i) terms of eligibility for office of Member directors;
 - (ii) the date on which a Member director assumes office;
 - (iii) the term of office of a Member director;
 - (iv) eligibility, nominations, electoral groupings and voting;
 - (v) the manner in which casual vacancies in the office of Member director are to be filled; and
 - (vi) such other matters as the Trustee and the Principal Company determine to be necessary or desirable.
- (b) The Trustee, with the approval of the Principal Company, may vary the regulations and procedures.
- (c) The persons entitled to select Member Directors are Members who are in employment.
- (d) Failure to notify any Member of anything relating to the selection of a Member director has no effect on the selection.

5.9 SELECTION OF INDEPENDENT DIRECTORS

- (a) A person is eligible to hold the office of independent director if that person is not:
 - (i) a Member;
 - (ii) an employer;
 - (iii) an official of a trade union or any similar organisation which represents Employees or Employers.
- (b) If an independent director is to be appointed, the Trustee and the Principal Company must determine regulations and procedures which apply to the selection and removal of an independent director.
- (c) The Trustee, with the approval of the Principal Company, may vary the regulations and procedures from time to time.

5.10 DIRECTOR'S TERM OF OFFICE

A director holds office until the earliest of the following dates:

- (a) that director becomes a disqualified person as defined in the Statutory Requirements;
- (b) the Principal Company and the Trustee receive that director's written notice of resignation;
- (c) expiry of that director's term of office;
- (d) that director is disqualified from office by operation of law;
- (e) that director's death;
- (f) in the case of a Member director or independent director:
 - (i) that director ceases to be eligible to hold that office; or
 - (ii) that director is removed from office under the regulations and procedures adopted under this Article 5 as appropriate;
- (g) in the case of a Company director, that director is removed from that office by the Principal Company.

A director who ceases to hold office under this Rule and who is otherwise eligible, is entitled to be reselected or reappointed as a director.

5.11 CASUAL VACANCIES

- (a) The Trustee has power to act even when there is not a full complement of directors.
- (b) A casual vacancy in the number of Company directors and Member directors must be filled in accordance with:
 - (i) this Deed; and
 - (ii) any regulations and procedures adopted under this Article 5.

5.12 QUORUM

A quorum of directors is 2/3rds of the total number of directors in office for the time being.

5.13 MEETINGS

- (a) The directors may meet and regulate or adjourn their meetings as they see fit.
- (b) A meeting of directors is competent to exercise all the powers of the Trustee if there is a quorum present at that meeting.
- (c) All questions arising at a meeting of the company shall be determined by resolution, and a resolution is effective if carried by a majority comprising at least a quorum of directors.
- (d) A written resolution, signed by all the directors entitled to vote on the resolution has the same validity as a resolution passed at a meeting of the directors. A number of documents containing identical terms each signed by one or more directors will be considered to constitute a written resolution.
- (e) Attendance at a meeting of directors may be by way of conference telephone, video conference or the like, in which all participants can hear each other.
- (f) A meeting of directors may be convened by a director or the secretary by giving the directors seven days' written notice. However, if a quorum of directors agree, a meeting may be convened on shorter notice or with no notice.
- (g) The directors may appoint a chairman of directors.
 - (i) A director appointed as chairman will cease to be chairman on the earliest of the following dates:
 - (A) that director ceases to be a director;

- (B) that director gives written notice of resignation as chairman to the other directors;
 - (C) that director is removed as chairman by resolution of the other directors.
- (ii) If:
 - (A) there is no chairman; or
 - (B) the chairman is not present at a meeting of directors within 15 minutes of the time appointed for the meeting; or
 - (C) the chairman is unwilling to act as chairman,
 the remaining directors may appoint a director to act as chairman for that meeting.
- (h) Each director has one vote and no director has a casting vote.
- (i) The Trustee must keep written minutes of meetings of the directors.
- (j) The Trustee may establish regulations or procedures for the appointment of alternate directors only with the consent of the Principal Company.

5.14 REMUNERATION OF DIRECTORS

- (a) The directors may be remunerated by the Trustee.
- (b) The directors may be paid travelling and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or otherwise in connection with the business of the company.

5.15 ASSOCIATE DIRECTORS

Directors may appoint any person to be an alternate or associate director.

Article 6

6 Assets, Expenses and Investments

6.1 THE PLAN

The following property and the income thereof shall constitute the Plan; namely:

- (a) contributions made in accordance with the Rules;
- (b) any assets transferred to the Trustee pursuant to any arrangements made by the Trustee under the Rules; and
- (c) any other moneys or assets received by the Trustee for the purposes of the Plan.

6.2 ASSETS HELD BY TRUSTEE

The assets of the Plan shall be held by the Trustee upon trust to be applied in accordance with the provisions of the Rules.

6.3 EXPENSES OF THE FUND

- (a) All the expenses of the establishment, amendment and operation of the Plan incurred from time to time which are not paid or payable by the Company shall be paid out of the Plan.
- (b) Those expenses of the Plan which are not paid or payable by the Company and which do not include:
 - (i) tax paid or payable on investment income of the Plan; or
 - (ii) expenses associated with the investment of Plan assets referred to in Rule 7.4,shall be apportioned between the Divisions in proportion to the number of Members in each Division, or on such other basis as the Trustee and Principal Company may agree from time to time.
- (c) Subject to paragraph (d) and (e) below, the expenses referred to in paragraph (b) above will be met as follows:
 - (i) with respect to the expenses attributable to Division 1, there shall be deducted from the Accumulated Credit in respect of a Member of Division 1, an amount representing the Member's share of those expenses as determined by the Trustee from time to time;
 - (ii) with respect to the expenses attributable to Division 6, there shall be deducted from the Member's Company Account pursuant to Rule 39(b), an amount representing the Member's share of those expenses as determined by the Trustee from time to time;
 - (iii) with respect to the expenses attributable to Division 7, there shall be deducted from the Member's Company Account pursuant to Rule 44(b), an amount representing the Member's share of those expenses as determined by the Trustee from time to time;
 - (iv) with respect to the expenses attributable to Division 10 there shall be deducted from the Member's Company Account an amount pursuant to Rule 59(b);
 - (v) with respect to expenses attributable to Division 8, Division 9 and Division 14 there shall be deducted from the Retained Benefit Account, the Allocated Pension Account or the Transition to Retirement Account an amount pursuant to Rule 50.1 (e), Rule 55.1 (e) and Rule 75.1(d) as appropriate representing the Member's share of those expenses as determined by the Trustee from time to time;

- (vi) with respect to expenses attributable to Division 11 there shall be deducted from the Spouse Member or the Child Member Account an amount pursuant to Rule 65.1(d) and Rule 65.2(d) as appropriate representing the Member's share of those expenses as determined by the Trustee from time to time;
 - (vii) with respect to expenses attributable to all other Divisions, such expenses shall be paid from the General Assets of the Plan.
- (d) Despite any other provision of this Deed and Rules that specifies that an expense is to be deducted from a particular Account held in respect of a Member, the Trustee may determine that the expense is to be deducted from another Account held in respect of that Member provided that the Trustee reasonably considers that the deduction of the expense from the other Account instead of the particular Account specified in the Rules will not adversely affect:
- (i) the total value of the Member's interest in the Division; and
 - (ii) the Member's rights attaching to their interest in the Division.
- (e) Despite any other provision of this Deed and Rules, if the Trustee considers that it is in the interests of the Members of the Plan to do so, the Trustee may maintain an offset account for a Member that:
- (i) records an expense that the Trustee incurs for or in respect of, or with the consent of, that Member, adjusted for the relevant Credited Interest Rate; and
 - (ii) is deducted from a benefit payable to, or in respect of, that Member.

6.4 INVESTMENTS

- (a) All moneys received by the Trustee but not required to meet current payments will, in the absolute discretion of the Trustee, either be placed on deposit or be invested in the purchase or acquisition of real or personal property of whatsoever nature and wheresoever situated and whether or not subject to encumbrances or involving liabilities of any kind. Without limiting the generality of the foregoing such moneys may be invested:
- (i) in any investment authorised by law for the investment of trust funds;
 - (ii) on deposit with any bank, building society or other financial institution or corporation;
 - (iii) in the shares, notes, debentures, stock options or share options or other securities of any company;
 - (iv) in units of any common fund, property trust or unit trust;
 - (v) in purchase of land of any tenure or of any rights or interest in or upon or in relation to land in Australia;
 - (vi) in any policies of life assurance;
 - (vii) in mortgage debentures and other loans on security;
 - (viii) in underwriting or sub-underwriting the subscription of the shares, stocks, debentures or notes of any company;
 - (ix) to purchase or deal in any manner whatsoever in futures contracts made on a futures market or of a futures exchange (as those terms are defined in the NSW Futures Market Act, 1979) and to pay all deposits, margins, shortfalls or like obligations arising in accordance with the usual practices of such transactions;
 - (x) to write or take stock options on an option market conducted by a member of the Australian Associated Stock Exchanges in accordance with the Stock Option Trading Regulations of such a stock exchange from time to time in force and to make all such payments of deposits, margins and premiums and to give such security as shall from time to time be required by such regulations in connection with such stock options;

(xi) without limiting the generality of this Rule in general or the provisions of paragraphs (ix) and (x) in particular, to enter into, grant, acquire, participate in or deal with in any manner (including for the purposes of risk management, enhancing investment return or substitution for physical holdings) any financial arrangement including without limitation any arrangement commonly known as a futures contract, forward contract, interest rate swap contract, currency swap contract, forward exchange rate contract, forward interest rate contract or any other like contract and any hedging, swapping or like arrangement, whether or not related to any other property forming part of the Plan, including any instrument under which a right or an option in respect of a financial arrangement may be exercised;

(xii) in any other investment which the Trustee considers to be appropriate, but shall not be invested in any way which in the opinion of the Trustee would jeopardise the continuing approval of the Plan by a Regulatory Authority.

The Trustee shall have full power to vary, replace, encumber and otherwise deal with such investments as fully and effectively and with the same unrestricted powers in all respects as persons may do when dealing with their own property.

(b) Any investments may be held in such names including the names of nominees (whether an individual or a corporation) as the Trustee shall from time to time determine.

(c) The Trustee may delegate to any person, firm or company on such terms as the Trustee thinks fit, the powers and duties of investment conferred upon it under the Rules and may deliver to any such person, firm or company any assets of the Plan and shall not be liable for any loss occasioned by any acts of the person, firm or company to whom such delegation is made. The Trustee may at any time terminate such delegation.

(d) The Trustee may invest any of the moneys of the Plan in a common pool with the moneys of any other superannuation funds. The Trustee may make such arrangements for determining the proportion of the investments so held which is attributable to the Plan and to such other superannuation funds as it considers just and equitable.

6.5 BORROWING

Unless the continuing approval of the Plan by a Regulatory Authority would in the opinion of the Trustee be jeopardised, the Trustee may for any of the purposes of the Plan borrow or raise money up to such amount as it thinks proper and may secure the repayment thereof by charge or mortgage over all or any of the assets of the Plan or in such other manner as it shall think fit.

Article 7

7 Accounts and Valuation

7.1 RECORDS

The Trustee shall keep or cause to be kept a complete record of all persons who become Members of the Plan and all deaths, retirements, dismissals and other terminations of Employment and of the income and expenditure of the Plan and all other matters essential for the working of the Plan.

7.2 ANNUAL AUDIT

The Trustee shall each Financial Year cause to be prepared a Statement of Net Assets and Statement of Changes in Net Assets of the Plan which shall be audited by an Auditor appointed from time to time by the Trustee. The Auditor, who shall satisfy such requirements as may be necessary to secure the continuing approval of the Plan by the Regulatory Authority, shall have access to all papers, accounts and documents connected with the Plan and shall report in writing to the Trustee the result of such audit. Every Member shall be entitled to inspect a copy of the Statement of Net Assets and Statement of Changes in Net Assets of the Plan.

The Principal Company will be provided with a copy of the Statement of Net Assets, Statement of Changes in Net Assets and audit report of the Plan.

7.3 ACTUARIAL VALUATION

- (a) The Trustee shall appoint an Actuary to the Plan who shall be a Fellow of the Institute of Actuaries of Australia, or a company or firm employing such persons.
- (b)
 - (i) The Trustee shall require the Actuary to make a valuation of the assets and liabilities of the Plan as at the first day of July 1988 and thereafter at least once in every three (3) years or at such other dates as may be agreed by the Trustee and Principal Company and which comply with the Statutory Requirements. The Actuary shall report in writing to the Trustee and provide a copy of the report to the Principal Company. The Trustee shall provide the Actuary with such information as the Actuary shall require to make the valuation.
 - (ii) If either pursuant to the actuarial valuation or otherwise the Actuary certifies that the General Assets are in excess of the amount required to provide the accrued benefits in respect of Members (excluding that part of the benefits which relate to amounts held in specific Accounts or reserves), then the Principal Company may, subject to Rule 1.2(d), direct the Trustee that part or all of the excess in the General Assets be paid to the Principal Company or used to meet contributions required under Rules 12.1(a) or 16(a) to (d) inclusive, or Articles 21, 25 or 30 or Schedule 1 Rule 3.3(a) of Division 15. This Rule does not permit the return to the Principal Company of any amount which forms part of any Account established for any Member or those assets advised by the Actuary as representing the accumulation of any employer contributions made under Rule 59(d).

7.4 CREDITING OF INVESTMENT EARNINGS

- (a) The Credited Interest Rate shall be such rate or rates as the Trustee shall determine from time to time having regard to:
 - (i) the income earned on the Plan assets during the year;

- (ii) the growth or diminution in the capital value of Plan assets during the year whether realised or not;
- (iii) the tax paid or payable on any earnings of the Plan;
- (iv) the expenses associated with investment (including the purchase, retention and sale) of Plan assets; and
- (v) such other factors not inconsistent with the Statutory Requirements as the Trustee shall in its absolute discretion consider appropriate in the circumstances.

In making that determination the Trustee may, if it considers it appropriate, allow for averaging of the earnings of the Plan upon a basis which the Trustee considers is fair and equitable so as to take into account possible or actual periodic fluctuations in those earnings.

If the Trustee has established separate pools of assets in connection with specific reserves or liabilities of the Plan, then the Trustee may determine, on a similar basis, a separate Credited Interest Rate in respect of each such pool.

If the Trustee has established separate accounting provisions within the Plan in connection with specific reserves or liabilities, but has not established separate pools of assets in respect of such provisions then the Trustee may apportion an appropriate share of the total investment earnings to those provisions, taking into account relevant matters such as those set out in (i) - (v) above. The Trustee may then determine a separate Credited Interest Rate for each such provision, as if each such provision did relate to a separate pool of assets.

The difference between the total investment earnings (determined in terms of (i) to (v) above) and the amount added to the various accounts by application of the Credited Interest Rate(s) will be credited or debited to a specific reserve or reserves established for the purpose.

Subject to the Statutory Requirements the Trustee may at its discretion use a part of such reserves attributable to earnings on the pool of assets associated with Members of Division 1 and Division 2 to increase a benefit of a Member in those categories beyond the amount otherwise set out under these Rules, in recognition of any excess of the amount of investment return earned by the Plan in respect of the Company and Member contributions allocated to specific accounts in respect of the Member, over the amount of interest credited to those accounts. The increase in the Member's benefit shall be known as the Member's Share of Reserve. The Trustee may determine a method for calculating Shares of Reserve and may specify that such method be used to calculate Shares of Reserve for all benefit payments until the Trustee determines that a different method be used, or that no Shares of Reserve will be paid until otherwise determined.

The Trustee may at its discretion determine from time to time the interim Credited Interest Rate in respect of the period since the last determination of the Credited Interest Rate.

In making any of the above determinations the Trustee may determine the rate to be negative.

7.5 PROVIDENT FUND ACCOUNT

- (a) The Trustee shall maintain an account designated the Provident Fund Account which shall be subdivided from 1 July 1989 into:
 - (i) the Foregone Benefits Reserve, and
 - (ii) the Disability Reserve.

- (b) The Foregone Benefits Reserve shall be credited with:
 - (i) the opening balance in terms of Rule 7.5(a);
 - (ii) in respect of each Member of Division 1 who ceases Employment and becomes entitled to a Withdrawal Benefit, the amount determined in accordance with Rule 14.9(f);
 - (iii) any investment earnings apportioned in accordance with Rule 7.4;
 - (iv) any amounts payable under Rule 9.1 other than as benefits;
 - (v) in respect of any Member of Division 1, who was a Member at a date on or after 12 February 1988, 1.5% of the Superannuation Salary of each such Member for actual membership from 1 July 1987 less such allowance for tax as the Trustee deems appropriate;
 - (vi) any amounts from the Disability Benefits Reserve which the Actuary advises to be in excess of the requirements of the Disability Benefits Reserve and related to Division 1.
- (c) The Foregone Benefits Reserve shall be used by the Trustee for the benefit of Members of Division 1, for all or any of the following purposes as the Trustee in its discretion with the advice of the Actuary shall think fit:
 - (i) to make a transfer payment to the Disability Reserve from time to time as required of such amount as considered necessary to meet the expected costs of current and future payments from the Disability Reserve in respect of Members of Division 1;
 - (ii) to provide assistance to any Member in case of need, sickness or hardship;
 - (iii) to augment the benefits of any Member who ceased to be an Officer by reason of sickness or accident;
 - (iv) to provide assistance to the Dependants of any deceased Member;
 - (v) to augment equitably the benefits of Members in respect of whom contributions are being made;
 - (vi) to pay whole or part of a Member's contribution under the Plan in case of sickness or accident; or
 - (vii) for any other purposes approved by the Trustee, relating to the welfare of Members, former Members and the Dependants of Members and former Members.
- (d) The Disability Reserve shall be credited with:
 - (i) the opening balance in terms of Rule 7.5(a);
 - (ii) amounts transferred in terms of Rule 7.5(c)(i);
 - (iii) such further amount from the General Assets of the Plan as the Trustee on the advice of the Actuary considers necessary to meet the expected cost of current and future payments from the Disability Reserve in respect of Members of Division 2.
- (e) The Disability Reserve shall be used by the Trustee for the following purposes in respect of Members of Division 1 and Division 2:
 - (i) the payment of Disability Benefits;
 - (ii) the payment on behalf of a Member of their contributions to the Plan in accordance with Rule 9.10 while the Member is an Initial Incapacitant or, subject to the Statutory Requirements, in other circumstances determined by the Company;
 - (iii) the payment of Company contributions to the Plan in respect of a Member in accordance with Rule 12.2 or 16(d) while the Member is a Permanent Incapacitant;

- (iv) provision of transfers back to the Foregone Benefits Reserve or the General Assets of the Plan as appropriate of such amounts as the Actuary advises represents the sum in the Disability Reserve which is in excess of the amount required to meet expected current and future costs of benefits payable under paragraphs (i) - (iii) above.

Article 8

8 Eligibility and Membership

8.1 CLASSIFICATION OF STAFF

- (a) Each Officer shall be classified by the Company as a member of Ground Staff, Long Haul Flight Attendant, Short Haul Flight Attendant, Long Haul Technical Aircrew or Short Haul Pilot.
- (b) The Company shall notify the Trustee of the classification of each Officer at the date on which the Officer becomes a Member of the Plan.
- (c) The Company shall notify the Trustee when the classification of a Member is altered and shall arrange for the contributions, by and in respect of the Member, and the Member's benefits to be adjusted accordingly.

8.2 ELIGIBILITY

Conditions of eligibility for membership of the Plan are specified in the relevant Rules in Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7, Division 8, Division 9, Division 10, Division 11, Division 12 and Division 14 of the Plan. Membership of Division 1 of the Plan was closed to new Officers as and from 1 July 1988 and membership of Division 2 was closed to new Officers as from 1 April 1995. Membership of Division 3 was closed to new Officers as from 1 July 2003. Persons employed after 30 June 2003 are only eligible for membership of Division 3A, Division 5, Division 6, Division 7 or Division 10 of the Plan on joining the Plan. In any case, a Temporary Officer is only eligible to be a member of Division 3A of the Plan. Officers whose membership of the Commonwealth Superannuation Scheme ceased when the Principal Company was privatised pursuant to the provisions of the Qantas Sale Act 1992 and elected to preserve their rights under the Scheme as either a Deferred Withdrawal Benefit or a Delayed Updated Pension under Division 3 of Part V or Division 3A of Part IX, respectively, of the Superannuation Act 1976 will be eligible to be members of Division 4. Officers who elected to receive their accumulated contributions under Division 5 of Part V of the Superannuation Act 1976 will only be eligible to be members of Division 3A.

8.3 MEMBERSHIP

- (a)
 - (i) On becoming eligible an Officer shall become a Member by signing and lodging with the Company an application in such form as the Trustee shall approve.
 - (ii) Where for any reason an Officer does not become a Member in accordance with paragraph (i) above then that Officer shall thereafter only become a Member on such terms and conditions as the Principal Company and the Trustee decide.
- (b) No Member may withdraw from the Plan while remaining in Employment.
- (c) All Members of Division 1 or Division 2 of the Plan will be classified by the Principal Company in one of three Sections - Section A, Section B or Section C. Officers classified as Ground Staff will be Members of Section A, Officers classified as Flight Attendants will be Members of Section B, and Officers classified as Technical Aircrew will be Members of Section C **provided that**, for the purpose of these Rules, a female Flight Attendant, if classified as a flight hostess (in accordance with the Regulations in force at the time) prior to the first day of October 1974, shall be classified according to her election to become a Member of either Section A or Section B of the Plan.

8.4 ADDITIONAL CREDITED SERVICE

The Company may arrange with the Trustee for a Member's Credited Service to be increased by a number of years and months agreed with the Principal Company subject to payment of such special contributions by the Member or the Company or both as are determined by the Actuary. The Company may arrange for any such additional Credited Service to apply only in respect of some and not all of the benefits under the Plan which are calculated having regard to the Member's Credited Service.

8.5 TRANSFER FROM AN ASSOCIATED EMPLOYER

An Officer, who is transferred from the service of an Associated Employer to the service of the Principal Company and who, immediately prior to such transfer, was a member of a superannuation or similar plan or scheme conducted by or on behalf of the Principal Company, may, in the discretion of the Company, become a Member of the Plan from the date of such transfer and, in this event, the Principal Company and the Associated Employer shall, subject to Rule 1.2(d), determine the extent to which the benefits being provided in respect of the Member under such other superannuation or similar plan or scheme shall be transferred to the Plan and how the Member's benefits under the Plan shall be adjusted if at all to take account of such transfer.

8.6 TRANSFER OF AN OFFICER'S ENTITLEMENTS FROM ANOTHER FUND

The Trustee may with the approval of the Principal Company, the agreement of the Officer and, if appropriate, in consultation with the Actuary:

- (a) make such arrangements as it thinks proper with the Officer or any previous employer of the Officer or the trustee of any superannuation fund of which the Officer was a member or any of them for the transfer of any assets to the Plan; and
- (b) make such arrangements as it thinks proper, about any other matter (including the provision of benefits determined in a different manner from those specified elsewhere in the Rules and the granting of additional periods of Credited Service) which in its opinion are necessary for or consequent upon the admission of such Officer as a Member.

8.6A SUCCESSOR FUND TRANSFERS FROM ANOTHER FUND

- (c) The Trustee may with the approval of the Principal Company and, if appropriate, in consultation with the Actuary, agree to a Successor Fund Transfer in respect of a member or members of any other superannuation fund to the Plan and:
 - (a) may make such arrangements as it thinks proper with the trustee of that superannuation fund for the transfer of any assets to the Plan; and
 - (b) make such arrangements as it thinks proper about any matter (including without limitation, the provision of benefits determined in a different manner from those specified in the Rules or the granting of additional periods of Credited Service) which in its opinion are necessary or desirable for or consequent upon the admission of such member or members as a Member or Members.

8.7 TRANSFER TO AN ASSOCIATED EMPLOYER

Notwithstanding anything contained in these Rules to the contrary when a Member is, by arrangement with the Principal Company, transferred to an Associated Employer the Trustee may transfer to another superannuation or similar plan or scheme conducted by or on behalf of the Associated Employer the whole or part of the benefit being provided under the Plan in respect of each such Member **provided that** the Trustee is satisfied that the rights of the Member to receive such benefit are fully secured.

8.8 TRANSFER TO ANY OTHER FUND

Should a Member of Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7, Division 10 or Division 12 having left employment become eligible to join another Approved Superannuation Arrangement, the Trustee may on the request of the Member in lieu of any other benefit to which the Member may be entitled under these Rules, pay to the trustees of that superannuation fund such portion of the assets of the Plan not exceeding the amount which the Trustee considers (after considering the advice of the Actuary, where appropriate) to be the amount in the Plan in respect of the Member. The Trustee shall advise the trustees of that superannuation fund the part of the amount so paid which is deemed to be in respect of the Member's contributions and the amount of Member contributions paid since 30 June 1983 or other information reasonably required by that superannuation fund to administer the transfer.

Should a Division 8 or a Division 9 Member join or become eligible to join an Approved Superannuation Arrangement and request the Trustee to do so, the Trustee may in lieu of any other benefit to which the Member may be entitled under these Rules, pay to the trustees of that superannuation fund such portion of the assets of the Plan not exceeding the amount which the Trustee considers (after considering the advice of the Actuary, where appropriate) to be the amount in the Plan in respect of the Member. The Trustee shall advise the trustees of that superannuation fund the part of the amount so paid which is deemed to be in respect of the Member's contributions and the amount of Member contributions paid since 30 June 1983 or other information reasonably required by that superannuation fund to administer the transfer.

A Division 11 Member may transfer to an Approved Superannuation Arrangement under paragraphs (b) or (d) of Rule 65.3

A Division 14 Member may transfer to an Approved Superannuation Arrangement under paragraphs (l) or (m) of Rule 75.2.

8.8A TRANSFER TO ANOTHER FUND UNDER CHOICE OF FUND ELIGIBILITY

- (a) If the Company advises the Trustee of its approval for a member of Division 1, Division 2, Division 3, Division 3A, Division 5, Division 6, Division 7, Division 10 or Division 12, who has under Choice of Fund chosen another Approved Superannuation Arrangement to which the Company's contributions will be paid, to cease future contributions to the Plan and to transfer their superannuation entitlements to that Approved Superannuation Arrangement whilst still in Employment, the Trustee shall:
 - (i) determine the amount available to be transferred for the Member being no less than the resignation benefit of the Member under the relevant Division or such higher amount requested by the Company but which shall not in either case exceed an amount which the Trustee determines to be equitable (after considering the advice of the Actuary, where appropriate);
 - (ii) at the request of the Member, pay to the trustee of that Approved Superannuation Arrangement some or all of the amount determined in Rule 8.8A(a)(i). The Trustee shall advise the trustee of that Approved Superannuation Arrangement what part of the amount so paid is or is deemed to be in respect of the Member's contributions to the Plan, the amount of the Company's contributions paid since 30 June 1983 and such other components of that amount as are reasonably requested by the trustees of that Approved Superannuation Arrangement;
 - (iii) transfer to Division 8 or another Division of the Plan, the rules of which permit the Trustee to accept such amounts, any transfer amount determined in Rule 8.8A(a)(i) which is not transferred to another Approved Superannuation Arrangement under Rule 8.8A(a)(ii).
- (b) Should the Company advise the Trustee of its approval for a Member of Division 4 to transfer their superannuation to another Approved Superannuation Arrangement whilst still in employment, the Trustee may provide a resignation benefit in respect of a

Division 4 Member in a manner deemed appropriate by the Trustee after seeking the advice of the Actuary.

- (c) The Trustee may deduct from the transfer amount an amount which represents the Member's share of the expenses associated with the transfer as determined by the Trustee from time to time.
- (d) Should the Member retain some or all of the transfer amounts in Division 8 of the Plan and subsequently apply under Choice of Fund to have their future Company superannuation contributions directed to the Plan, then any Retained Benefit Account held in Division 8 may be transferred to the Division of the Plan applicable to the Member upon acceptance of the application.

8.8B TRANSFERS UNDER PORTABILITY

Subject to Rule 62.1(c), should a Member of Division 1, Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7, Division 10 or Division 12 become eligible to join another Approved Superannuation Arrangement, the Trustee may, on the request of the Member, pay to the trustees of that Approved Superannuation Arrangement such amounts as the Member requests **provided that**:

- (a) The amounts which are requested to be transferred do not exceed the balances of the Portability Eligible Accounts plus the Surcharge Account and Family Law Account and if applicable, the Company Account Portability Offset Account;
- (b) The Approved Superannuation Arrangement to which the transfer is to be made is willing to accept the transferred amounts;
- (c) If the transfer is only for part of the Member's Portability Eligible Accounts, the Member's residual benefit in the Plan after transfer is not less than \$6,000.
- (d) The Member has not already had an amount transferred within 12 months before the current request to transfer is received;
- (e) Any other requirements imposed by the Trustee are met, subject to the provisions of the Act.

The Trustee may impose a charge for transfers under Rule 8.8B, and such charges will be deducted from the amount transferred to the Approved Superannuation Arrangement.

8.8C TRANSFERS UNDER SPLITTING REQUIREMENTS

- (a) If a Member requests the Trustee to transfer Split Eligible Contributions to a Spouse then, subject to the Trustee's approval and any conditions they may impose, such contributions may be transferred in respect of the Spouse:
 - (i) to the trustee of an Approved Superannuation Arrangement. The Trustee shall advise the trustee of that Approved Superannuation Arrangement what part of the amount so paid is or is deemed to be in respect of the member's contributions to the Plan, the amount of the Company's contributions to the Plan and any such other components of that amount as are reasonably requested by the trustees of that Approved Superannuation Arrangement;
 - (ii) where the Spouse is already a Member of another Division of the Plan, to that Division of the Plan; or
 - (iii) where the Spouse is not a Member of another Division of the Plan, to a Spouse Member Account in Division 11 of the Plan or another Division of the Plan, the rules of which permit the Trustee to accept such amounts.
- (b) The Trustee may deduct from the Split Eligible Contributions to be transferred under Rule 8.8C(a) an amount which represents the Member's share of the expenses associated with the transfer as determined by the Trustee from time to time.

8.8D TRANSFERS TO DIVISION 14 OR ANOTHER DIVISION OF THE PLAN

- (a) Subject to Rule 62.1, should a Member of Division 3A, Division 5, Division 6, Division 7, Division 8, Division 10, or Division 11 request the Trustee to transfer some or all of their Portability Eligible Account balance, Retained Benefit Account balance or Spouse Member Account balance to Division 14 or another Division of the Plan, the rules of which permit the Trustee to issue a transition to retirement income stream, then subject to the Trustee approval and any conditions it may impose, such amounts shall be transferred to Division 14 or other relevant Division of the Plan **provided that:**
- (i) the Member is eligible to become a Division 14 Member or join another relevant Division of the Plan and meets the requirements to commence a transition to retirement income stream under the Statutory Requirements;
 - (ii) the amount which is requested to be transferred does not exceed the balances of the Portability Eligible Accounts plus or minus the Surcharge Account and Family Law Account or for a Division 8 Member their Retained Benefit Account balance or for a Division 11 Member their Spouse Member Account balance;
 - (iii) the amounts transferred meet any minimum or maximum account balance requirements in Division 14 or other relevant Division of the Plan, and if the transfer is only for part of the Member's benefits in the Plan, after transfer the residual amounts in Division 3A, Division 5, Division 6, Division 7, Division 8, Division 10 or Division 11 meet any minimum balance requirements imposed on these balances by the Trustee; and
 - (iv) any other requirements imposed by the Trustee are met, subject to the provisions of the Act.
- (b) Should a Member of Division 1, Division 2, Division 3, Division 4 or Division 12 request the Trustee to transfer some or all of their Portability Eligible Account balance to Division 14 or another Division of the Plan, the rules of which permit the Trustee issue a transition to retirement income stream, then subject to the Trustee approval and any conditions it may impose, such amounts shall be transferred to Division 14 **provided that:**
- (i) the Member is eligible to become a Division 14 Member or join another relevant Division of the Plan and meets the requirements to commence a transition to retirement income stream under the Statutory Requirements;
 - (ii) the amount which is requested to be transferred does not exceed the balances of the Portability Eligible Accounts plus or minus the Surcharge Account and Family Law Account and, if applicable, the Company Account Portability Offset Account;
 - (iii) if the transfer is only for part of the Member's Portability Eligible Accounts, the Member's residual benefit in Division 1, Division 2, Division 3, Division 4 or Division 12 after transfer is not less than \$6,000; and
 - (iv) any other requirements imposed by the Trustee are met, subject to the provisions of the Act.
- (c) The Trustee may deduct from the amounts transferred under Rule 8.8D an amount which represents the member's share of the expenses associated with the transfer as determined by the Trustee from time to time.

8.9 MANDATED TRANSFERS

Notwithstanding any other provision of the Rules, the Trustee shall transfer a Member's or beneficiary's benefit out of the Plan as required by the Statutory Requirements and shall not be required to obtain the consent of the Member or beneficiary to effect such transfer.

8.9A SUCCESSOR FUND TRANSFER FROM THE PLAN

The Trustee may, and may without the Member's consent where permitted by the Act, transfer the benefits of any Member together with the monies or other assets of the Plan referable to

the Member's benefits to a Successor Fund of which the Member is a participant or eligible to become a participant and the governing rules of which permit the transfer, after making such allowances (if any) as it considers appropriate in respect of the costs and expenses incurred or likely to be incurred in so doing.

The Trustee may impose such terms and conditions as it considers appropriate on any transfers of the benefits of Members and the monies and assets referable to the Members' benefits to a Successor Fund **provided that** they are not inconsistent with the Act.

The Trustee may, at the request of the Principal Company, transfer to the Successor Fund such additional amount as the Trustee considers, on the Actuary's advice, is either referable to contributions made to the Plan by the Principal Company or an Associated Employer on behalf of that Member or is appropriate in the circumstances, to be applied in such manner as agreed by the Trustee, the trustee of the Successor Fund and the company employing that Member.

Upon the transfer of the benefits of a Member and the monies or other assets of the Plan referable to the Members' benefits as provided above, that person will cease to be a Member and:

- (a) the Trustee shall be released and discharged from all liability whatsoever to the former Member and any person claiming through or in respect of that former Member; and
- (b) the Principal Company and any relevant Associated Employer shall be released and discharged from all liability under the Trust Deed and Rules of the Plan or otherwise in relation to the Plan other than any liability in respect of the period prior to the transfer which remains outstanding as at the transfer date

to or in respect of that person.

8.10 ROLLOVERS TO THE PLAN

At any time before the later of 1 January 1996 or six (6) months after becoming a Member of the Plan, or within such longer period as the Trustee allows in the particular case, a person who is classified as a Division 2, Division 3, Division 5, Division 6, Division 7, Division 10 or Division 12 Member may elect to pay, or have paid, one or more eligible termination payments into the Plan. Such amounts shall be credited to the Member's Rollover Account. Members of Division 8 or Division 9 may also elect to pay, or have paid, one or more eligible termination payments into the Plan. Such amounts shall be credited to the Member's Retained Benefits Account in respect of a Division 8 Member and the Member's Allocated Pension Account in respect of a Division 9 Member.

8.11 CESSATION OF EMPLOYMENT FOR CASUAL EMPLOYEES

The employment of a Member who is classified as a casual employee shall be deemed to continue until the first to occur of:

- (a) no contributions having been paid in respect of the Member by the Company for a period of three (3) months;
- (b) the Member's death; or
- (c) other than in the case of a Member who is employed after the Member's sixty-fifth birthday, attaining age sixty-five (65),

at which point the Member's Employment shall be deemed to cease. If a Member who is classified as a casual employee becomes a temporary or permanent employee prior to Employment being deemed to have ceased then Employment and membership of the Plan will be regarded as continuous notwithstanding the change in classification unless agreed otherwise between the Principal Company and the Member. Where the change is to permanent employment, the Member shall become a Member of Division 3.

8.12 TRANSFER FROM TEMPORARY TO PERMANENT EMPLOYMENT

If a Member who is classified as a temporary employee becomes a permanent employee without a break in Employment then Employment and membership of the Plan will be regarded as continuous notwithstanding the change in classification unless agreed otherwise between the Principal Company and the Member. In such cases, the Member may arrange with the Trustee to pay to the Plan the contributions that would have been payable by the Member had the Member been classified as a permanent employee throughout the period as a temporary employee, in which case the period of Employment as a temporary employee shall be recognised as counting for the determination of Credited Service and the Member's Company Contribution Account shall be recalculated as if no contributions had been paid by the Company whilst the Member was classified as a temporary employee. If the Member does not arrange with the Trustee to pay to the Plan the contributions that would have been payable had the Member been classified as a permanent employee throughout the period as a temporary employee, then that period shall not be recognised as counting for the determination of Credited Service and no adjustment shall be made to the Member's Company Contribution Account.

Subject to the Statutory Requirements, if the Member and the Principal Company agree that the change from temporary to permanent employment should be regarded as a termination of Employment then the Member will be regarded as having commenced a new and separate period of Employment from the date of change of classification and the Member will be entitled to a benefit as provided in Article 10 as a result of ceasing Employment.

8.13 TRANSFER FROM TEMPORARY TO CASUAL EMPLOYMENT

If a Member who is classified as a temporary employee becomes a casual employee without a break in Employment then Employment and membership of the Plan will be regarded as continuous notwithstanding the change in classification unless agreed otherwise between the Principal Company and the Member.

Subject to the Statutory Requirements, if the Member and the Principal Company agree that the change from temporary to casual employment should be regarded as a termination of Employment then the Member will be regarded as having commenced a new and separate period of Employment from the date of change of classification and the Member will be entitled to a benefit as provided in Article 10 as a result of ceasing Employment.

8.14 TRANSFER FROM PERMANENT TO TEMPORARY OR CASUAL EMPLOYMENT

If a Member who is classified as a permanent employee becomes a temporary or casual employee without a break in Employment then Employment will be regarded as having terminated at the date of change of classification and the Member will be regarded as having commenced a new and separate period of Employment from that time. Subject to the Statutory Requirements, the Member will be entitled to a benefit as provided in Article 10 as a result of ceasing Employment. However, if the Member so requests or if the Statutory Requirements prevent the Member from becoming entitled to a benefit, the benefit which would otherwise be payable as a result of the termination of Employment may instead be credited to the Voluntary Contribution Account in respect of the Member.

Subject to the Statutory Requirements, the Member will be entitled a benefit as provided in Article 10 as a result of ceasing Employment. However, if the Member so requests or if the Statutory Requirements prevent the Member from becoming entitled to a benefit, the benefit which would otherwise be payable as a result of the termination of Employment may instead be credited to the Voluntary Contribution Account in respect of the Member.

8.15 VOLUNTARY TRANSFER FROM DIVISION 3A TO DIVISION 3

Any Division 3A Member who is classified as a permanent employee and who is not required to transfer to Division 3 by any other provision of these Rules, may nevertheless elect at any time to transfer to Division 3. Such transfer shall be effective from the earliest convenient date agreed between the Member, the Principal Company and the Trustee. In such cases, the period of Employment prior to the effective date of transfer shall not be recognised as counting

for the determination of Credited Service other than for the purpose of determining BR in Rule 23.9.

8.16 TRANSFER BETWEEN DIVISIONS

The Trustee may, acting consistently with its duties and with the consent of the Principal Company, transfer without a Member's consent the Member's interest or benefit in the Plan between Divisions.

Article 9

9 Payment of Benefits

9.1 PAYMENT OF DEATH BENEFITS

Subject to Rule 9.1A, a Death Benefit shall be paid by the Trustee in the exercise of an absolute discretion, in such proportions as it shall think fit, to any one or more of the following persons:

- (a) the Nominated Beneficiary **provided that** the Nominated Beneficiary is a Dependant of the deceased Member;
- (b) all or any of the Dependents of the deceased Member; or
- (c) the Legal Personal Representative of the deceased Member.

If the Trustee is satisfied that there are no such persons and no application for Probate of the Member's will or Letters of Administration has been made or is likely to be made with respect to the Member then the benefit shall be paid to a Nominated Beneficiary, if any, who is not a Dependant, if such payment is consistent with the Statutory Requirements. If the Trustee is unable to make a payment to any of the persons referred to in this rule, then the amount which would otherwise be payable in accordance with this rule shall be credited to:

- (d) the Forfeited Benefits Reserve, in the case of a Member of Division 1; or
- (e) the General Assets of the Plan, in the case of other Members.

9.1A PAYMENT OF DEATH BENEFITS: BINDING NOMINATIONS

9.1A.1 The Trustee may offer the right to give a Binding Nomination to:

- (a) any Member;
- (b) any group of Members;
- (c) Members of a Division; or
- (d) Members generally.

9.1A.2 If permitted by the Trustee, a Member may give the Trustee a Binding Nomination or a new Binding Nomination at any time. A Binding Nomination remains current until the earlier of when:

- (a) it is revoked;
- (b) the Member gives the Trustee a new Binding Nomination;
- (c) it expires under the Statutory Requirements; or
- (d) the expiry of 3 years from when it is given to the Trustee.

9.1A.3 A new Binding Nomination wholly revokes the Member's previous Binding Nomination.

9.1A.4 A Member may revoke a current Binding Nomination at any time by notice in writing to the Trustee and may amend, replace or confirm a Binding Nomination by providing the Trustee with a new Binding Nomination.

9.1A.5 If a Member is invited by the Trustee to give a Binding Nomination, the Trustee may:

- (a) accept a notice to the Trustee as a Binding Nomination if the Trustee is satisfied the notice is a Binding Nomination; and

- (b) accept a notice from the Member to revoke or a new Binding Nomination to amend or confirm a current Binding Nomination if the Trustee is satisfied that the notice or Binding Nomination, as applicable, complies with the Statutory Requirements for a revocation, amendment or confirmation (as the case may be) of a current Binding Nomination.

9.1A.6 If at any time the Trustee considers that a proposed Binding Nomination or a Binding Nomination:

- (a) is not sufficiently clear to allow the Trustee to pay a Death Benefit according to the nomination; or
- (b) is not consistent with the Statutory Requirements,

the Trustee may refuse to accept it or give effect to it but may, if required by the Statutory Requirements, seek written clarification of any uncertainty in the Binding Nomination.

9.1A.7 Without limiting rule 5.4:

- (a) the Trustee is not required to inquire into or seek further evidence about a Binding Nomination or a confirmation, amendment or revocation of a Binding Nomination which on its face appears to comply with the Statutory Requirements; and
- (b) the Trustee is discharged from any liability to or claim by any person whatsoever in respect of a Member's Death Benefit if:
 - (i) the Trustee pays the Death Benefit in accordance with the Member's Binding Nomination and the Binding Nomination and each confirmation or amendment notice appears, on its face, to comply with the Statutory Requirements; or
 - (ii) the Trustee does not pay the Death Benefit in accordance with the Member's Binding Nomination because the Trustee reasonably believes that the Binding Nomination was revoked by the Member.

9.1A.8 Subject to Rule 9.1A.9, if a Death Benefit is payable in respect of a Member and the Trustee holds a current Binding Nomination for that Death Benefit, the Trustee must follow the Binding Nomination. However, if the Binding Nomination cannot be followed for any reason (including because it does not comply with the Statutory Requirements) then to the extent that the Binding Nomination cannot be followed, the Trustee must:

- (a) deal with the Death Benefit as if the Binding Nomination had not been given; and
- (b) treat the Binding Nomination as if it was a non-binding Benefit Nomination in accordance with Rule 9.5.

9.1A.9 If a Binding Nomination specifies a person as a beneficiary who is not eligible under the Statutory Requirements (**ineligible beneficiary**) to receive the portion of the Death Benefit specified in the Binding Nomination, the Trustee must pay the specified portion of the benefit referable to the ineligible beneficiary:

- (a) to the remaining one or more eligible beneficiaries nominated in the Binding Nomination in the same proportion, but as to the whole, that they shared in the portion of the Death Benefit payable to them in accordance with the Binding Nomination; or
- (b) if there is no remaining eligible beneficiary, to the Legal Personal Representative of the Member.

9.1A.10 If the Trustee is required to pay a Death Benefit to a Legal Personal Representative of a Member under Rule 9.1A.9 and a Legal Personal Representative is not appointed, or the Trustee is unable to identify the Legal Personal Representative, within 90 days

of the date of death or any later date the Trustee considers reasonable, the Trustee must pay the whole or the part of the Death Benefit:

- (a) to such one or more of the Dependants of the Member; or
- (b) if none, to any other person or persons in accordance with the Statutory Requirements,

as the Trustee determines.

9.2 ALTERATION IN BENEFIT

Where the Member is unable to provide evidence of good health or such other information as is required by the Trustee in accordance with the provisions of Rule 2.8 the Total and Permanent Disablement Benefit, Serious Ill-Health Benefit, Disability Benefit or Death Benefit may be reduced by such amounts as the Trustee considers appropriate, acting with the advice of the Actuary where relevant. Evidence of good health includes evidence that when the Member commenced Membership the Member did not have a medical condition that is related to their claim for a Total and Permanent Disablement Benefit, Serious Ill-Health Benefit, Disability Benefit or Death Benefit.

Where a Member's age is determined to be different from that on which the Member and Company contributions have hitherto been based, the benefits or future contributions or both will be adjusted in such manner as the Trustee considers appropriate, with the approval of the Principal Company and after consulting the Actuary if appropriate.

9.3 PREVENTION OF EXCESSIVE BENEFITS

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9.4 ENTITLEMENT

Whether any person is entitled to a payment out of the Plan and the amount of such payment shall in every case be determined by the Trustee in accordance with the Rules. Such decision by the Trustee shall be final.

9.5 NOMINATION OF NOMINATED BENEFICIARY

A Member wishing to nominate a Nominated Beneficiary shall do so in writing to the Trustee in such form as the Trustee may from time to time require.

9.6 ALTERNATIVE FORMS OF BENEFITS

- (a)
 - (i) A Member who is entitled to a benefit upon ceasing to be a Member may elect, with the agreement of the Trustee within fourteen (14) days prior to Employment ceasing or in the case of a Total and Permanent Disablement Benefit within fourteen (14) days prior to becoming so entitled, to substitute for such benefit or part of such benefit a pension or annuity subject to such terms and conditions as may be agreed by the Trustee and of such annual amount as is determined by the Trustee, after considering the advice of the Actuary, to be equivalent in value to the benefit being substituted.
 - (ii) The Principal Company may arrange with the Trustee for any particular Member's benefit to be varied from that shown in the Rules subject to the payment of such special contributions by the Member or the Company or both as may be agreed between the Principal Company and the Trustee with the advice of the Actuary, **provided that** Member's contributions shall not be increased nor benefits reduced, unless the Member's agreement in writing is obtained.
 - (iii) The Principal Company may determine that the benefit for any particular Member shall be increased above that which would otherwise apply in terms of the Rules, subject to:

- (A) the payment by the Principal Company of a special contribution equal to the amount of the increase in the benefit, together with any taxes and expenses associated with that contribution; and
 - (B) the said special contribution being paid coincident with or prior to the payment of the increased benefit; and
 - (C) the Trustee being satisfied that such action would not jeopardise the continuing approval of the Plan by a Regulatory Authority.
- (b) The Trustee may in its discretion, subject to the consent of the person entitled, substitute for all or any part of a Death Benefit a pension of such annual amount and subject to such terms and conditions as may be determined by the Trustee, after considering the advice of the Actuary, to be equivalent in value to the benefit for which it is being substituted.

9.7 PAYMENT OF LUMP SUM BENEFITS

- (a) The Trustee will pay lump sum benefits to the Member, or where applicable the Member's Dependant or the Member's Legal Personal Representative as soon as practical after all necessary procedures and documentation have been completed. However at the Member's request, the Trustee may hold any lump sum benefit in the Plan.
- (b) Whenever a Member is entitled to receive a benefit from the Plan pursuant to these Rules other than a benefit from Division 14, that Member may elect to instruct the Trustee to pay all or any part of such benefit to the Member's Retained Benefits Account in Division 8 or the Member's Allocated Pension Account in Division 9 or another Division of the Plan, the rules of which permit the Trustee to accept such amounts, or to:
 - (i) the trustees of an Approved Deposit Fund nominated by the Member;
 - (ii) purchase an eligible annuity (as that term is defined in the Act) from an institution nominated by the Member;
 - (iii) another superannuation fund complying with the Statutory Requirements nominated by the Member,
 so that such benefit is an amount rolled over in accordance with the provisions of sub-division AA of Division 2 of Part III of the Income Tax Act.
- (c) Whenever a Member becomes entitled to receive a benefit from the Plan as a result of ceasing employment, and the Member is also a Division 14 Member, the Member may elect to retain their Transition to Retirement Account in Division 14.

9.8 RIGHTS SECURED

Notwithstanding anything else to the contrary set out in these Rules, the benefit payable to any Member of Division 1 who was a Member at 1 July 1989, will not be less than the benefit secured in respect of that Member at that date.

9.9 PRESERVED BENEFITS

- (a) Notwithstanding any other provision of these Rules, where a Preservable Amount forms part or all of a benefit, that Preservable Amount will be paid to a Member provided the Member satisfies the conditions imposed from time to time upon the Plan by the Regulatory Authority.
- (b) Unless the Member can satisfy the conditions referred to in paragraph (a) above, the Preservable Amount shall, in accordance with the nomination of the Member, be transferred directly to:
 - (i) another superannuation fund which is required to preserve such amounts in accordance with the Statutory Requirements;
 - (ii) an Approved Deposit Fund which is required to preserve such amounts in accordance with the Statutory Requirements;

- (iii) one or more institutions for the purchase of a deferred annuity that cannot be surrendered or assigned before the person attains the age of 55 years and that does not pay benefits except in circumstances as approved by the Regulatory Authority;
- (iv) any combination of the funds or institutions referred to in sub-paragraphs (b)(i) - (iii) above,

provided that where the Member receives notification from the Trustee about the right to nominate such a fund or institution into which the Preservable Amount should be transferred which notification is considered by the Regulatory Authority to comply with the Statutory Requirements and where that Member fails within such period as the Trustee may determine to make that nomination, then the Trustee shall at its option either retain the Preservable Amount in the Plan or transfer it to such other fund as the Trustee shall determine and advise the Member in writing.

Provided further that in adopting the course of action referred to in the above proviso, the continuing approval of the Plan by the Regulatory Authority will not be jeopardised.

9.10 PAYMENT OF MEMBER CONTRIBUTIONS DURING DISABILITY

Whilst a Member of Division 1 or Division 2 is receiving a Disability Benefit or workers compensation payment, the Superannuation Salary will be that which would have applied had the Member continued Employment in the same classification and contributions will be calculated on these amounts in accordance with Rule 13.1 in respect of a Member of Division 1 and Rule 17.1 in respect of a Member of Division 2.

Subject to the next paragraph, the Member Contributions in respect of a Member of Division 1 or Division 2 while the Member is an Initial Incapacitant will be paid from the Disability Reserve and will be deemed to have been paid by the Member.

Payment of Member Contributions from the Disability Reserve shall not result in the total of such payments together with the Disability Benefit, and any Accountable Income exceeding the Members Superannuation Salary and the Member will be required to pay any excess of the required Member Contributions. Further, a Member receiving a workers compensation payment will be required to pay his or her own contribution from any remuneration paid by the Company which is additional to the workers compensation payment.

Subject to the Statutory Requirements a Member of Division 1 or Division 2, while a Permanent Incapacitant, shall have the option of continuing to make contributions in accordance with Rule 13.1 in respect of a Member of Division 1 or Rule 17.1 in respect of a Member of Division 2. If the Member does not make such continuing contributions then that period shall be excluded from Credited Service for the purpose of calculating the Guaranteed Minimum Benefit.

Article 10

10 Benefit Entitlement

10.1 RETIREMENT

A Member who retires from Employment at Retirement Date shall be entitled to receive a Retirement Benefit.

10.2 EARLY RETIREMENT

A Member who retires from Employment at an Early Retirement Date shall be entitled to receive an Early Retirement Benefit.

10.3 LATE RETIREMENT

A Member who retires from Employment after Superannuation Date shall be entitled to receive a Late Retirement Benefit less any amount transferred from a Portability Eligible Account referred to in Rule 14.11(b), 18.11(a)(ii), 18.11(b)(ii) or 23.12(b) to another Approved Superannuation Arrangement or Division and interest that would have been applied to that amount if that amount had not been transferred.

10.4 DEATH IN EMPLOYMENT

On the death of a Member in Employment, or while in receipt of a pension in accordance with Division 4, a Death Benefit shall be payable. For a Member in Employment who is also a Member of Division 14, a death benefit from Division 14 may be payable in addition to a Death Benefit from another Division other than Division 8, Division 9 or Division 11. The amount of the Death Benefit that is payable under this Rule may be reduced under Rule 10.6A.

10.5 DISABLEMENT

- (a) A Member, other than a Member of Division 3A, Division 4 or Division 12 who is Totally but Temporarily Disabled shall be entitled to a Disability Benefit if the following conditions are fulfilled:
 - (i) all sick and annual leave entitlements have been exhausted;
 - (ii) in the case of a Member of Division 1 or Division 2 the Member does not receive a payment from Loss of Licence Insurance in respect of or arising out of the disability and the Principal Company determines that it is unlikely that such a payment will be made;
 - (iii) in the case of a Member of Division 3, Division 5, Division 6, Division 7 or Division 10, the Member is not Totally and Permanently Disabled; and
 - (iv) in the case of a Member of Division 7 or Division 10, the Member is covered under a Policy in the event that they become Totally but Temporarily Disabled.
- (b) The amount of the Disability Benefit that is payable under this Rule may be reduced under Rule 10.6A.
- (c) Division 8 and Division 9 Members are not entitled to a Disability Benefit.

10.6 TOTAL AND PERMANENT DISABLEMENT AND SERIOUS ILL-HEALTH

- (a) A Member of Division 1 currently in receipt of a Disability Benefit who is Totally and Permanently Disabled may, subject to the approval of the Company and the Trustee, elect to receive a Total and Permanent Disablement Benefit or continue to receive the Disability Benefit. If the Member elects to receive a Total and Permanent Disablement Benefit, any further rights to a Disability Benefit or any other benefit under the terms of these Rules shall cease.

- (b) A Member of Division 1 not currently receiving a Disability Benefit who is Totally and Permanently Disabled may, subject to the approval of the Company and the Trustee, elect to receive either a Total or Permanent Disablement Benefit or the Disability Benefit to which they would have been entitled if they were Totally and Temporarily Disabled. If the Member elects to receive a Total and Permanent Disablement Benefit any further rights to a Disability Benefit or any other benefit under the terms of the Rules will cease.
- (c) A Member of Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7, Division 10 or Division 12 who is Totally and Permanently Disabled shall be entitled to receive a Total and Permanent Disablement Benefit.
- (d) A Member of Division 1 or Division 2 who ceases Employment due to Serious Ill-Health, but who is not entitled to a Total and Permanent Disablement Benefit shall be entitled to receive a Serious Ill-Health Benefit.
- (e) A Member of Division 2 who is Totally and Permanently Disabled may, subject to the approval of the Company and the Trustee, elect to receive a Serious Ill-Health Benefit in lieu of a Total and Permanent Disablement Benefit. If the Member elects to receive a Serious Ill-Health Benefit, any further rights to a Total and Permanent Disablement Benefit or any other benefit under the terms of these Rules will cease.
- (f) Division 8 and Division 9 Members are not entitled to a Serious Ill-Health Benefit and Division 9 Members are not entitled to a Total and Permanent Disablement Benefit.
- (g) A Member of Division 12 who ceases employment due to Ill-Health but is not entitled to a Total and Permanent Disablement Benefit shall be entitled to receive an Ill-Health Benefit calculated in accordance with Rule 71.12.
- (h) The amount of the Total and Permanent Disablement Benefit, Serious Ill-Health Benefit or Ill-Health Benefit that is payable under this Rule may be reduced under Rule 10.6A.

10.6A LIMIT ON INSURED BENEFIT WHEN EXTERNALLY INSURED

- (a) Where the Trustee determines, or is required under an Act, to cease self-insurance arrangements in respect of a Member the insured benefit of that Member under Rules 10.4, 10.5 and 10.6 is:
 - (i) limited to the extent that the Trustee is able to effect cover under a Policy and, if the Policy permits the Member to (or under the Act the Member can) opt-out of being covered, the Member has not opted-out of being covered by the Policy;
 - (ii) only payable to the extent that the Trustee receives payment from (or on behalf of) the insurer that issued the Policy.
- (b) For avoidance of doubt, the Trustee has discretion, where permitted under the Policy to allow a Member to cancel the insurance cover that provides the Insurance Benefit component of either or both of the Member's Total and Permanent Disability Benefit and Death Benefit.

10.7 OTHER TERMINATION OF EMPLOYMENT

- (a) A Member of Division 3, Division 4 or Division 12 who ceases to be in Employment as a result of Retrenchment, shall be entitled to receive a Retrenchment Benefit.
- (b) On ceasing to be in Employment a Member who is not entitled to receive a Retirement Benefit, an Early Retirement Benefit, a Late Retirement Benefit, a Total and Permanent Disablement Benefit, Serious Ill-Health Benefit, Retrenchment Benefit or a Disability Benefit and in respect of whom a Death Benefit is not payable, shall be entitled to receive a Withdrawal Benefit.

10.8 DEATH OTHER THAN IN EMPLOYMENT

On the death of a Division 8 Member, Division 9 Member or Division 11 Member, a Death Benefit shall be payable. For a Member in Division 8, Division 9 or Division 11 who is also a Member of Division 14, a death benefit from Division 14 may be payable in addition to a Death Benefit from Division 8, Division 9 or Division 11.

10.9 PAYMENT OF ROLLOVER BENEFITS PRIOR TO TERMINATION OF EMPLOYMENT

Subject to the relevant Statutory Requirements, the Trustee may on the request of a Member repay that share of any portion of a Member's Rollover Account to the Member prior to the Member ceasing employment with the Company, **provided that** the Trustee has written confirmation from the relevant prior fund that such amounts were not subject to any preservation requirements under the relevant Statutory Requirements and that the request is in a form acceptable to the Trustee.

10.10 ADDITIONAL DEATH BENEFITS AND ADDITIONAL TOTAL AND PERMANENT DISABLEMENT BENEFITS

- (a) Subject to any rules determined by the Trustee in relation to the operation of this Rule 10.10 from time to time and the terms and conditions of the insurance policy (Policy) taken out by the Trustee for Additional Death Benefits and Additional Total and Permanent Disablement Benefits:
 - (i) a Member (other than a Member of Division 9 or Division 14) may apply for Additional Death Benefit or Additional Death Benefit and Additional Total and Permanent Disablement Benefit cover by completing and returning to the Trustee such forms as are determined by the Trustee or required by the insurer and providing to the Trustee such information and undergoing such medical or other tests as the Trustee or the insurer may require;
 - (ii) the Trustee may accept an application for Additional Death Benefit or Additional Death Benefit and Additional Total and Permanent Disablement Benefit cover and make deductions in respect of the insurance premiums under Rule 10.10(b)(ii) even if such deductions will or may cause the balance of the relevant account of a Member to fall below zero; and
 - (iii) a Member (other than a Member of Division 9 or Division 14) who has been accepted for additional cover under Rule 10.10(a)(i) above and is Totally and Permanently Disabled shall be entitled to receive an Additional Total and Permanent Disablement Benefit.
- (b) If Additional Death Benefit or Additional Death Benefit and Additional Total and Permanent Disablement Benefit cover is obtained in respect of a Member:
 - (i) the Additional Death Benefit or Additional Total and Permanent Disablement Benefit payable on the Member's death or Total and Permanent Disablement shall be the proceeds of the Policy; and
 - (ii) the Trustee shall deduct an amount that the Trustee considers to be a fair allocation to the Member of the insurance premium payable by the Trustee under the Policy taken out by the Trustee for the purpose of this Rule. The amount shall be deducted from the Voluntary Contribution Account in respect of a Member of Division 1, Division 3, Division 3A, Division 4, Division 7, Division 10 or Division 12, from the Member Extra Account in respect of a Member of Division 2, from the Member Account in respect of a Member of Division 5 or Division 6, from the Retained Benefit Account in respect of a Member of Division 8 and from the Spouse Member Account in respect of a Spouse Member of Division 11, or any such other account as determined by the Trustee.
 - (iii) (A) if the balance of the relevant account of a Member under Rule 10.10(b)(ii) falls below zero because of the deductions in respect of insurance premiums or otherwise, the account will be credited (or debited) with interest at the Credited Interest Rate at such time or times as the Trustee determines and any negative balance of the

account will be deducted from any benefit or amount payable to or in respect of the Member; and

- (B) if at any time a Member fails to satisfy any of the requirements of the rules determined by the Trustee from time to time pursuant to Rule 10.10(a), the Trustee may cease or reduce the Member's insurance cover under the Policy.
- (iv) In all cases, if the value of a Member's interest in the Plan, being the sum of the Member's account balances and/or defined benefit interest is zero, the Member's insurance cover will cease when cover under the relevant policy ceases.
- (v) A Member may apply to cancel or vary the purchased cover at such times as the Trustee in its absolute discretion determines, but subject, in the case of an increase in cover, to the insurer's agreement.
- (c) If, in relation to a Member's Additional Death Benefit or Additional Total and Permanent Disablement Benefit cover under this Rule:
 - (i) the insurer does not accept that Member on its standard terms; or
 - (ii) the insurer restricts the level or scope of insurance; or
 - (iii) the insurer for any reason does not pay the whole or part of a claim,the Member's Additional Death Benefit or Additional Total and Permanent Disablement Benefit will be adjusted to reflect the basis on which the insurer is prepared to provide cover to that Member or the amount which the insurer pays in respect of the Member under the Policy.

DIVISION 1

Article 11

11 Application, Eligibility and Membership

11.1 APPLICATION

Division 1 of these Rules shall apply to all Members other than those designated as being Members of Division 2, Division 3, Division 3A, Division 4, Division 5, Division 6, Division 7, Division 8, Division 9, Division 10, Division 11 and Division 12 of these Rules. Any reference to a Member in this Division 1 of the Rules shall be a reference to a Member entitled to a benefit under this Division of the Rules.

11.2 ELIGIBILITY AND MEMBERSHIP

Subject to Rule 8.2 every Permanent Officer who has attained the age of sixteen years and has not attained the Superannuation Date shall be deemed to be a Member from the date of commencement as a Permanent Officer in the case of Flight Attendants and Technical Aircrew, and from the date of completion of twelve months' Credited Service as a Permanent Officer in the case of Ground Staff. However for the purposes of administration the Member shall join the Plan on the first day of the month nearest to this date or on such other date as the Company may determine.

A Transferring Officer was a Member of Division 1 until the date of transfer to Division 2 in terms of Rule 15.2(a).

Article 12

12 Company Contributions

12.1 COMPANY CONTRIBUTIONS

(a)

- (i) The Company shall contribute to the Plan, in respect of each Member of Division 1 from the date of membership of that category (subject to Rule 2.12) to the earlier of:

- (A) the Member's Superannuation Date;
- (B) the Member ceasing prior to the Member's Superannuation Date to be a Permanent Officer; or
- (C) the Member transferring to Division 2,
- the amount determined from the following table:

For a Member of	Contributions by Company shall be equal to
Section A	The Member Old Contribution increasing to twice Member Old Contribution after completion of five years Credited Service.
Section B	The Member Old Contribution increasing to two and one half times the Member Old Contribution after completion of two years Credited Service.
Section C	Two and one half times the Member Old Contribution.

- (ii) The Company shall also contribute to the Plan in respect of each applicable Member an amount (if any) equal to the Deemed Contribution of each Member referred to in Sub-Rule 13.1(a)(iii), for the period up to the Member's Superannuation Date or, if earlier the date the Member ceases to be a Permanent Officer.

- (iii) The Company shall contribute the following amounts to the Productivity Account of each Member:

- (A) In the circumstances where a Deemed Contribution applies in terms of Rule 13.1(a)(iii), if the amount of the Deemed Contribution is less than two percent (2%) of Superannuation Salary, the Company shall contribute an additional amount equal to two percent (2%) of Superannuation Salary of the Member minus the Deemed contribution in respect of that Member, such contribution being paid directly into the Productivity Account of that Member.
- (B) In respect of a Member who was a Permanent Officer in Employment at a date on or after 12 February 1988, 3.5% of Superannuation Salary received by the Member after 30 June 1987 during Employment as a Permanent Officer prior to becoming a Member.
- (C) In the case of a Member who continues as a Permanent Officer beyond the Superannuation Date, the Company shall contribute an amount equivalent to the appropriate percentage of the Member's Superannuation Salary from time to time in accordance with subsection 20(3) of the Superannuation Guarantee (Administration) Act 1992.

The amount under (A), (B) or (C) above shall be known as the Productivity Contribution.

- (b) The Company shall also contribute to the Plan in respect of each Member such other sums as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.
- (c) Except as provided in these Rules, no contribution made under Rule 12.1(a) shall revert to or become the property of the Company.
- (d) Notwithstanding Rules 12.1(a) and (b) above, at the request of a Member and with the approval of the Principal Company, the Company may suspend or reduce Company contributions in respect of that Member. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

12.2 COMPANY CONTRIBUTIONS DURING DISABILITY

Whilst a Member is an Initial Incapacitant or otherwise receiving a workers compensation payment, the Company shall continue to make the contributions to the Plan that it would otherwise have made pursuant to Rules 12.1(a), (b) and (d) if the Member was not disabled.

For a Permanent Incapacitant the contributions that would have been payable by the Company under Rules 12.1(a), (b) and (d) if the Member was not disabled will be paid from the Disability Reserve instead, except that contributions under sub-Rules (ii) and (ii)(A) will not be paid for Permanent Incapacitants, either by the Company or from the Disability Reserve. The Trustee may make a deduction for notional tax from all contributions paid out of the Disability Reserve under this Rule, as if they had been paid by the Company.

For the purpose of Rule 12.1(a), where Company contributions are based on the contributions paid or payable by the Member, the Company contributions will be determined as if the Member was not receiving a Disability Benefit or workers compensation payment, but was instead contributing in the normal manner in accordance with Article 13.

Article 13

13 Member Contributions

13.1 MEMBER CONTRIBUTIONS

- (a) Each Member shall contribute to the Plan whilst a Member of Division 1, subject to the provisions of sub-rules (b) and (c) of this Rule and Rule 2.12 and Rule 9.2, the sum of the amounts determined under (i) and (ii) below, reduced by the amount determined under (iii):
- (i) a percentage of his or her Superannuation Salary on admission to the Plan, plus
 - (ii) a percentage of each subsequent Superannuation Salary increase. Such increases in the contribution will only be made at the Annual Review Date or whenever the Member's Superannuation Salary has increased by \$1,000 p.a. or more (or, subject to Rule 1.2(d), such other amount as determined by the Principal Company from time to time) since the last time the contribution changed,

such percentages to be in accordance with the following table:

Age on Admission to the Plan or When Additional Contributions Become Payable	Percentage of Superannuation Salary or of Superannuation Salary Increase %
Less than 25 years	4
At least 25 but less than 30 years	5
At least 30 but less than 35 years	6
At least 35 but less than 40 years	7
At least 40 but less than 45 years	8
At least 45 but less than 50 years	9
At least 50 years	10

- (iii) in respect of any Member who was a Member at a date on or after 12 February 1988, in respect of that part of membership occurring after 1 July 1987:
- Two percent (2%) of Superannuation Salary or such lesser percentage which ensures that the Member contribution is not less than 4% of Superannuation Salary. The amount determined shall be referred to in these Rules as the Deemed Contribution.
- (b) If a Member's Superannuation Salary is reduced at any time other than as provided for in sub-rule (c) of this Rule it shall, subject to Rule 1.2(d), be at the discretion of the Company whether or not the contribution by the Member shall be reduced accordingly.
- In the event that the Member's contribution is to be reduced, the adjusted contribution of the Member shall be assessed by applying to the Member's reduced Superannuation Salary the ratio which the Member's former contribution bore to the Member's former Superannuation Salary.
- (c) If a Member's classification, as provided for in sub-rule (a) of Rule 8.1, is altered at any time and the Member's Superannuation Salary is varied, the Member's adjusted contribution shall be assessed by applying to the Member's new Superannuation Salary the ratio which the Member's former contribution bore to the Member's former Superannuation Salary.
- (d) Any adjustment of contribution resulting from a variation in Superannuation Salary or the alteration of a Member's classification shall take effect on the first day of the month nearest to the date of such variation or on such other date as the Company may determine.

- (e) The contribution by the Member shall cease on the earliest of:
 - (i) such date as required by the Statutory Requirements;
 - (ii) the Member ceasing to be a Permanent Officer;
 - (iii) the Member transferring to Division 2 or Division 3; or
 - (iv) unless the Member elects otherwise, the Member's Superannuation Date.
- (f) Except as provided in these Rules, no contributions made in terms of this Rule shall revert to or become the property of the Employer.
- (g) The Company shall deduct such contributions from each payment of a Member's remuneration, and pay the same to the Trustee.
- (h) Contributions otherwise payable by a Member under Rules 13.1(a) to (e) may instead be made by the Company by way of a Salary Sacrifice Arrangement subject to:
 - (i) the amount of contributions paid by the Company being the amount advised to the Company by the Actuary from time to time as being equal to the amount of contributions that would be payable by the Member under sub-rules (a) to (e) if the Salary Sacrifice Arrangement had not been entered into and after taking into account the difference in the tax treatment of those contributions when it is received by the Plan and any other matters that the Actuary is notified of by the Trustee (with the agreement of the Principal Company);
 - (ii) compliance by the Company and the Member with any conditions imposed on the arrangement by the Principal Company or the Trustee (with the agreement of the Principal Company); and
 - (iii) the arrangement being consistent with Statutory Requirements.
- (i) Salary Sacrifice Contributions made by the Company as provided in Rule 13.1(h) shall extinguish the liability of a Member to contribute under Rules 13.1(a) to (e).

13.2 VOLUNTARY CONTRIBUTIONS

- (a) A Member may elect to make additional contributions to the Plan in accordance with this Rule 13.2. Such contributions are referred to as "Voluntary Contributions".
- (b) Voluntary Contributions must be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (c) All Voluntary Contributions must be an integral percentage of Superannuation Salary.
- (d) The rate of Voluntary Contributions may be varied or terminated upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) The Company shall deduct all Member Contributions from each payment of a Member's pay and remit the same to the Trustee.
- (f) Voluntary Contributions shall cease on the earlier of:
 - (i) The date the Member ceases to be a Permanent Officer; or
 - (ii) such date as required by the Statutory Requirements.

13.3 SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

Notwithstanding Rule 13.1 above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contribution to be paid by that Member or by the Company on behalf of the Member under Rule 13.1. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

13.4 SURCHARGE OFFSET CONTRIBUTION

A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the

Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

13.5 SALARY SACRIFICED ADDITIONAL CONTRIBUTIONS

Salary Sacrificed Additional Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement, and subject to any such condition as the Principal Company may from time to time determine. Salary Sacrificed Additional Contributions made under this Rule 13.5 shall be credited to the Member's Salary Sacrifice Account.

13.6 FAMILY LAW OFFSET CONTRIBUTIONS

A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 14

14 Determination of Benefits

14.1 RETIREMENT BENEFIT

The Retirement Benefit in respect of a Member shall be a lump sum equal to the sum of (a), (b), (c), (d), (e), (f), (g) and (h) where:

- (a) is the Member's Accumulated Credit, and
- (b) is the Member's Past Service Accumulation, and
- (c) is the excess, if any, of the Member's Guaranteed Minimum Benefit over the amount in (a) plus (b), and
- (d) is the Productivity Account of the Member, and
- (e) is the Salary Sacrifice Account, and
- (f) is the Voluntary Contribution Account (if any) of the Member, and
- (g) is the Surcharge Account (if any) of the Member, and
- (h) is the Family Law Account (if any) of the Member.

14.2 EARLY RETIREMENT BENEFIT

The Early Retirement Benefit in respect of a Member shall be a lump sum equal to the Member's Accumulated Credit plus the Member's Past Service Accumulation plus the Productivity Account, Voluntary Contribution Account, Salary Sacrifice Account, Surcharge Account and Family Law Account of the Member.

14.3 LATE RETIREMENT BENEFIT

The Late Retirement Benefit is a lump sum equal to:

- (a) the Accumulated Credit at the Superannuation Date plus the Past Service Accumulation at the Superannuation Date; plus
- (b) the excess if any of the Guaranteed Minimum Benefit at the Superannuation Date over the amount in (a); plus
- (c) interest, at the Credited Interest Rate, on the sum of the amounts in (a) and (b), for the period from Superannuation Date to the date of retirement; plus
- (d) the Productivity Account; plus
- (e) the Voluntary Contribution Account; plus
- (f) the Salary Sacrifice Account; plus
- (g) the Surcharge Account; plus
- (g) (h) the Member Contribution Balance, excluding any part thereof attributable to contributions made by the Member prior to the Superannuation Date; plus
- (h) (i) the Family Law Account;
- (j) plus, if the Member is Totally and Permanently Disabled on or after their Superannuation Date, the Additional Total and Permanent Disablement Benefit (if any) of the Member.

14.4 DEATH BENEFIT

- (a) The Death Benefit in respect of a Member who died prior to their Superannuation Date shall be a lump sum equal to the sum of (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix) where:

- (i) is the greater of the Member's Accumulated Credit and the Insured Benefit determined in accordance with Schedule 1 to these Rules;
 - (ii) is the Member's Past Service Sum Insured determined according to Schedule 3, provided the Member has a Dependant;
 - (iii) is the excess, if any, of the Member's Guaranteed Minimum Benefit over the sum of (i) and (ii), provided the Member has a Dependant; and
 - (iv) is the Productivity Account of a Member; and
 - (v) is the Voluntary Account (if any) of the Member; and
 - (vi) is the Salary Sacrifice Account (if any) of the Member; and
 - (vii) is the Surcharge Account (if any) of the Member; and
 - (viii) is the Family Law Account (if any) of the Member; and
 - (ix) is the Additional Death Benefit (if any) of the Member.
- (b) The Death Benefit in respect of a Member who dies:
- (i) on their Superannuation Date shall be a lump sum equal to the Member's Retirement Benefit and Additional Death Benefit (if any); and
 - (ii) after their Superannuation Date shall be a lump sum equal to the Member's Late Retirement Benefit and Additional Death Benefit (if any).

14.5 DISABILITY BENEFIT

Subject to the Statutory Requirements, the Disability Benefit shall be an annual pension, payable in instalments at monthly intervals or as determined by the Trustee. The annual amount of the Disability Benefit shall, subject to the Statutory Requirements, be equal to (c) plus the excess of (a) over (b) where:

- (a) is 70% of the Member's Superannuation Salary increased from time to time in the same proportion as Superannuation Salary would have been adjusted, had the recipient continued Employment in the same classification as applied at the date that the payment of the disability benefit commenced, **provided that** the definition of Superannuation Salary may be redefined by the Principal Company in the event of changes to the method of determining pay;
- (b) is:
 - (i) the amount of the single person's rate of any social security or war service repatriation pension or both from time to time, (irrespective of the Member's marital state) that the Member is receiving for this disability adjusted as if the Member's only source of income was the Disability Benefit under the Plan, if any; plus
 - (ii) income from employment to the extent that it together with the Disability Benefit otherwise payable exceeds the Member's Superannuation Salary which would have been payable had the Member continued in Employment with the same job classification; plus
 - (iii) at the discretion of the Trustee such amount as would by being taken into account result in the Member being entitled to maximum Social Security fringe benefits, to the financial advantage of the Member, plus
 - (iv) the annual equivalent as determined by the Trustee of any lump sum disablement payments received from other sources in respect of the disability involved, excluding any Additional Total and Permanent Disablement Benefit payable from this Plan; plus
 - (v) the annual equivalent of periodic payments received pursuant to Workers Compensation Legislation,

- (c) is:
 - (i) if the Member is currently insured for health benefits, under tables and in funds which are determined as acceptable for this purpose by the Trustee from time to time, an amount determined by the Trustee as being a reasonable approximation to the average premium applicable for a single person's insurance cover at an appropriate level under those funds;
 - (ii) otherwise, nil.

If the Member is Totally and Permanently Disabled before the Superannuation Date, and has elected to receive or continue to receive a Disability Benefit in lieu of a Total and Permanent Disablement Benefit under Rule 10.6, then an additional lump sum benefit of the Additional Total and Permanent Disablement Benefit (if any) shall be payable to the Member.

14.6 CESSATION OF DISABILITY BENEFIT

- (a) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
- (b) No Disability Benefit is payable to a Member of Section C if a benefit is or may become payable under Loss of Licence Insurance.
- (c) Subject to any election which the Member makes under Rule 10.6 the Disability Benefit will terminate in any event on the earliest of:
 - (i) the Superannuation Date;
 - (ii) the Member's death;
 - (iii) the Member's entitlement to the Withdrawal Benefit;
 - (iv) the Member's entitlement to the Early Retirement Benefit;
 - (v) the Member's entitlement to the Total and Permanent Disablement Benefit;
 - (vi) the Member's entitlement to the Serious Ill-Health Benefit;
 - (vii) in the case of a full-time Officer the Member's return to permanent full-time duty; and
 - (viii) in the case of a part-time Officer the Member's return to permanent part-time duty; and
 - (ix) the Member ceasing to be Totally but Temporarily Disabled.

14.7 TOTAL AND PERMANENT DISABLEMENT BENEFIT

The Total and Permanent Disablement Benefit in respect of a Member shall be either the greater of (a) and (b) or, at the request of the Member and subject to the approval of both the Principal Company and the Trustee, (c); where:

- (a) is the excess of (i) over (ii); and
 - (i) is the greater of the Member's Accumulated Credit plus the Past Service Accumulation plus Voluntary Contribution Account (if any) plus Salary Sacrifice Account (if any) plus Surcharge Account (if any) plus Family Law Account (if any) plus the Additional Total and Permanent Disablement Benefit (if any) and, if there is a Dependant, the Guaranteed Minimum Benefit calculated as if the Member had continued in Employment until the Superannuation Date and the same Final Average Salary applied as at the date of termination; and
 - (ii) is the total amount of any previous Disability Benefit paid to the Member, plus any lump sum, workers' compensation or insurance payments received in respect of the disability under policies effected by the Company or such lower amount as agreed between the Principal Company and the Trustee,

- (b) is the benefit that would be payable if the Member's cessation of Employment was not due to Total and Permanent Disablement plus the Additional Total and Permanent Disablement Benefit (if any);
- (c) is an amount not exceeding the Death Benefit which would have been payable had the Member died on the date of termination from the Company.

14.8 SERIOUS ILL-HEALTH BENEFIT

A Serious Ill-Health Benefit in respect of a Member shall be a lump sum equal to the sum of the Member's Productivity Account plus Voluntary Contribution Account (if any) plus Salary Sacrifice Account (if any) plus Surcharge Account (if any) plus Family Law Account (if any) plus the greater of (a) and (b) where:

- (a) is the sum of the Member's Accumulated Credit and the Members Past Service Accumulation; and
- (b) is the discounted Guaranteed Minimum Benefit, the discount being three percent (3%) for each complete year remaining from the date of termination of Employment to the Member's Superannuation Date.

14.9 WITHDRAWAL BENEFIT

- (a) Where the Member ceases to be in Employment due to:
 - (i) voluntary resignation or termination of service by the Company, and Credited Service is less than five (5) years; or
 - (ii) summary dismissal,

the Withdrawal Benefit shall be equal to the Member Contribution Balance plus the Productivity Account plus Voluntary Contribution Account (if any) plus Salary Sacrifice Account (if any) plus Surcharge Account (if any) plus Family Law Account (if any) of the Member.

Subject to the approval of the Principal Company this benefit may be increased to an amount not more than the benefit determined in accordance with Rule 14.9(b).

- (b)
 - (i) Where the Member ceases to be in Employment due to:
 - (A) voluntary resignation or termination of service by the Company, and Credited Service is five (5) years or more; or
 - (B) Retrenchment,
 the Withdrawal Benefit shall be equal to the Withdrawal Benefit determined in accordance with Rule 14.9(a) as if Rule 14.9(a) were applicable, increased by a percentage of the excess of the Member's Accumulated Credit over the Member Contribution Balance, where such percentage is determined in accordance with the following table but subject to Rule 14.9(g):

Vesting Scale		
	Group 1	Group 2
Period of Credited Service Yrs	Ground Staff, other than Female Ground Staff Appointed Between 1.7.68 and 1.10.74 %	Aircrew, and Female Ground Staff Appointed Between 1.7.68 and 1.10.74 %
5	Nil	Nil
6	6.667	10
7	13.333	20
8	20.000	30
9	26.667	40
10	33.333	50
11	40.000	60
12	46.667	70
13	53.333	80
14	60.000	90
15	66.667	100
16	73.333	100
17	80.000	100
18	86.667	100
19	93.333	100
20	100.000	100

(the above Vesting Scale is interpolated between table entries for complete months)

- (ii) In the case of a Member who has been an Officer in part-time Employment at any time, for the purpose of interpreting the Vesting Scale above, Credited Service will be determined as if the Member had been in full-time Employment throughout that Member's period of Employment.
- (c) Notwithstanding anything contained in Rules 14.9(a) and (b), the Withdrawal Benefit payable in respect of a female Flight Attendant who was appointed prior to the first day of October 1974 and who elected to remain in Section A of the Plan and who ceases to be an Officer on or after her thirty-fifth (35th) birthday, shall be equal to her Accumulated Credit, plus her Past Service Accumulation, plus her Productivity Account, plus her Voluntary Contribution Account (if any) plus her Salary Sacrifice Account (if any), plus Surcharge Account (if any) plus Family Law Account (if any).
- (d) Notwithstanding anything contained in Rules 14.9(a), (b) and (c) the Principal Company may in its discretion in respect of any Member elect to increase the amount of the Withdrawal Benefit up to but not exceeding the sum of that Member's Accumulated Credit, Productivity Account, Voluntary Contribution Account (if any) plus Salary Sacrifice Account (if any), Surcharge Account (if any) plus Family Law Account (if any).
- (e) If the Member ceases Employment due to Retrenchment, or ill-health, or at the Principal Company's discretion due to other special reasons, the amount of the Withdrawal Benefit shall be increased by the amount of the Past Service Accumulation.
- (f) The excess (if any) of the sum of the Member's Accumulated Credit and the Productivity Account over:
 - (i) the Withdrawal Benefit; less
 - (ii) the amount of any Past Service Accumulation which is included in the Withdrawal Benefit in accordance with Rule 14.9(e),
 shall be paid to the Foregone Benefits Reserve when a Member ceases Employment and is entitled to a Withdrawal Benefit.

- (g) If a Member has transferred from group 1 to group 2 (or vice versa) (as specified in Rule 14.9(b)), then for the purposes of Rule 14.9(b), the Member's Credited Service will be determined as Credited Service as a Member of the section currently applicable, plus the equivalent service years in respect of membership of other sections, determined according to the following table:

Equivalent Credited Service Years

Group 1	Group 2
1	1.00
2	2.00
3	3.00
4	4.00
5	5.00
6	5.67
7	6.33
8	7.00
9	7.67
10	8.33
11	9.00
12	9.67
13	10.33
14	11.00
15	11.67
16	12.33
17	13.00
18	13.67
19	14.33
20	15.00

14.10 ACCRUED BENEFIT MULTIPLE

For a Member of Division 1 an amount equal to:

$$\left(\frac{\text{POM} \times 8}{M} \right)$$

where POM = the period of Credited Service, (completed after age twenty (20)). For a Death Benefit POM shall include any uncompleted service to the Superannuation Date is included. For a Member who is or has been in receipt of a Disability Benefit, POM shall exclude any period during which the Member elects not to pay Member contributions; and

M = 40 in respect of a Member of Section A, and 35 in respect of a Member of either Sections B or C, the Section being that applicable to the Member at the date the benefit becomes payable,

provided that the Accrued Benefit Multiple for a Member of Division 1 shall not exceed eight (8).

14.11 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 1 are:

- (a) the Salary Sacrifice Account, the Productivity Account and the Voluntary Contribution Account; and
- (b) if a Member would be entitled to a Late Retirement Benefit under Rule 10.3 if they retired from Employment, to the extent that all or part of the Late Retirement Benefit is not a Portability Eligibility Account under Rule 14.11(a), the Trustee has a discretion to treat all or part of a Late Retirement Benefit that would be payable if the Member retired from Employment at that time as a Portability Eligibility Account.

14.12 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 1 are those made to the Salary Sacrifice Account and the Voluntary Contribution Account.

DIVISION 2

Article 15

15 Application, Eligibility and Membership

15.1 APPLICATION

Division 2 of these Rules shall apply to such Members as are designated as being Division 2 Members and notified as such by the Company in writing. Any reference to a Member in this Division of the Rules shall be a reference to a Member designated as a Division 2 Member by the Company.

15.2 ELIGIBILITY AND MEMBERSHIP

Every Transferring Officer, every TN Division 2 Transferring Officer and every person who became a Permanent Officer between 1 July 1988 and 31 March 1995 inclusive, and who did not cease to be a Permanent Officer before 1 July 1989 shall become a Member of Division 2 of the Rules, with effect from the following dates:

- (a) for a Transferring Officer, 1 January 1990, or such other date as advised by the Principal Company at the time of transfer;
- (b) for a TN Division 2 Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of transfer;
- (c) for a person who is not covered by sub-Rules (a) or (b) hereof and who is not a Flight Attendant or a member of the Technical Aircrew, who became a Permanent Officer on or after 1 July 1988, the date upon which the person became a Permanent Officer or 1 July 1989 if later;
- (d) for Flight Attendants or Technical Aircrew who commenced service on or after 1 July 1988 and who are not covered by sub-Rules (a) or (b) hereof, the date the person became a Permanent Officer.

Article 16

16 Company Contributions

The Company shall contribute to the Plan in respect of each Member of Division 2 from the date of membership of that category (subject to Rule 2.12) until the Member ceases to be a Permanent Officer or as otherwise provided the following amounts:

- (a) three percent (3%) of the Member's Superannuation Salary paid into the Productivity Account maintained in respect of that Member, until the Member ceases to be a Permanent Officer, or if earlier, the Member's Superannuation Date;
- (b) in the case of a Member who became a Member at or after 1 July 1989 and before 1 April 1995, three and one half percent (3.5%) of Superannuation Salary received during Employment as a Permanent Officer prior to becoming a Member, paid into the Productivity Account;
- (c) if a Member continues as a Permanent Officer beyond the Member's Superannuation Date, subject to the Statutory Requirements, the appropriate percentage of the Member's Superannuation Salary from time to time in accordance with subsection 20(3) of the Superannuation Guarantee (Administration) Act 1992, paid into the Productivity Account in respect of service after the Superannuation Date;
- (d) two percent (2%) of the Member's Superannuation Salary paid into the Company Account maintained in respect of that Member, until the Member's Superannuation Date, **provided that** for a Permanent Incapacitant these contributions will be paid from the Disability Reserve instead. The Trustee may make a deduction for notional tax from all contributions paid out of the Disability Reserve under this sub-Rule, as if they had been paid by the Company;
- (e) such other sum as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

Article 17

17 Member Contributions

17.1 STANDARD CONTRIBUTIONS

- (a) Each Member shall contribute to the Plan whilst a Member of Division 2 a percentage of Superannuation Salary in accordance with the following table:

Age at Joining Plan	Standard Contribution % of Superannuation Salary
Less than 25 years	4
25 but under 35	5
35 years and over	6

such amount being credited to the Member Account maintained in respect of the Member.

- (b) Contributions otherwise payable by a Member under Rule 17.1(a) may instead be made by the Company by way of a Salary Sacrifice Arrangement subject to:
- (i) the amount of contributions paid by the Company being the amount advised to the Company by the Actuary from time to time as being equal to the amount of contributions that would be payable by the Member under Rule 17.1(a) if the Salary Sacrifice Arrangement had not been entered into and after taking into account the difference in the tax treatment of those contributions when it is received by the Plan and any other matters that the Actuary is notified of by the Trustee (with the agreement of the Principal Company);
 - (ii) compliance by the Company and the Member with any conditions imposed on the arrangement by the Principal Company or the Trustee (with the agreement of the Principal Company); and
 - (iii) the arrangement being consistent with Statutory Requirements.

Contributions made under this Rule 17.1(b) shall be credited to the Member Account maintained in respect of the Member.

- (c) Contributions made by the Company as provided in rule 17.1(b) shall extinguish the liability of a Member to contribute under Rule 17.1(a).

17.2 EXTRA CONTRIBUTIONS

- (a) In addition to contributions made in accordance with Rule 17.1 the Member, whilst a Member of Division 2 may elect by notice to the Trustee to make extra contributions of such amounts as the Member shall determine from time to time, subject to Rules 17.2(b) to (e); such amounts being credited to the Member Extra Account maintained in respect of the Member.
- (b) Extra contributions in accordance with Rule 17.2(a) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (c) All extra contributions must be of an integral percentage of Superannuation Salary.
- (d) The Company shall deduct such contributions from each payment of a Member's remuneration, and pay the same to the Trustee.
- (e) The contribution by the Member shall cease on the earliest of:
- (i) such date as required by the Statutory Requirements;
 - (ii) the Member ceasing to be a Permanent Officer;
 - (iii) the Member transferring to Division 3; or

- (iv) unless the Member elects otherwise, the Member's Superannuation Date.

17.3 SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

Notwithstanding Rules 17.1(a) and (b) and Rules 17.2(a) and (b) above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contribution to be paid by that Member or by the Company on behalf of the Member under Rule 17.1(b). In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

17.4 SURCHARGE OFFSET CONTRIBUTION

A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

17.5 SALARY SACRIFICED ADDITIONAL CONTRIBUTIONS

Salary Sacrificed Additional Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement, and subject to any such condition as the Principal Company may from time to time determine. Salary Sacrificed Additional Contributions made under this Rule 17.5 shall be credited to the Member's Salary Sacrifice Account.

17.6 FAMILY LAW OFFSET CONTRIBUTION

A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 18

18 Determination of Benefits

18.1 ACCRUED RETIREMENT BENEFIT

The Accrued Retirement Benefit shall be:

- (a) 10.6% of Final Average Salary for each year of Credited Service as a Flight Attendant or Technical Aircrew Member; and
- (b) 9.3% of Final Average Salary for each year of Credited Service as Ground Staff, multiplied by the Division 2 Discount Factor.

18.2 RETIREMENT BENEFIT

The Retirement Benefit in respect of a Member shall be a lump sum equal to the sum of the balances in the following accounts maintained in respect of that Member:

- (a) Member Account;
- (b) Member Extra Account;
- (c) Company Account plus Company Account Portability Offset Account (if any);
- (d) Productivity Account;
- (e) Salary Sacrifice Account;
- (f) Rollover Account;
- (g) Transfer Account;
- (h) Surcharge Account;
- (i) Family Law Account,

together with the Accrued Retirement Benefit.

18.3 LATE RETIREMENT BENEFIT

The Late Retirement Benefit shall be a sum equal to the Retirement Benefit at the Superannuation Date together with any further contributions under the terms of these Rules, increased with interest at the Credited Interest Rate during the period from the Superannuation Date to the date of actual retirement.

18.4 DEATH BENEFIT

- (a) The Death Benefit in respect of a Member who died prior to Superannuation Date shall, subject to paragraphs (b) and (c) of this Rule, be a lump sum equal to the sum of the balances in the following accounts maintained in respect of that Member:
 - (i) Member Account;
 - (ii) Member Extra Account;
 - (iii) Company Account plus Company Account Portability Offset Account (if any);
 - (iv) Productivity Account;
 - (v) Salary Sacrifice Account;
 - (vi) Rollover Account;
 - (vii) Transfer Account;
 - (viii) Surcharge Account;
 - (ix) Family Law Account,

plus the Additional Death Benefit (if any) together with the Accrued Retirement Benefit but in calculating the Accrued Retirement Benefit the Trustee shall not apply the discount specified in Rule 18.1.

- (b) Where there are surviving Dependants:
 - (i) For the purposes of paragraph (a), the Member Account and the Company Account shall be deemed to include contributions (based on the Superannuation Salary of the Member at the date of death) which would have been paid if the Member had remained in Employment until Superannuation Date; and
 - (ii) the Accrued Retirement Benefit will be calculated as if Credited Service included that period from the date of death until the Superannuation Date in respect of the Member, in addition to Employment completed before death.
- (c) The Death Benefit shall be subject to a minimum of:
 - (i) three (3) times the annual rate of Superannuation Salary at the date of death where there are no surviving Dependants; or
 - (ii) five (5) times annual rate of Superannuation Salary at the date of death where there are surviving Dependants,

plus the sum of the balances in the Member Account, the Member Extra Account, the Rollover Account, the Productivity Account, the Insurance Portability Offset Account (if any) and the Salary Sacrifice Account, the Surcharge Account and the Family Law Account as at the date of death of the Member plus the Additional Death Benefit (if any).
- (d) The Death Benefit in respect of a Member who died:
 - (i) on their Superannuation Date, shall be equal to the Retirement Benefit and the Additional Death Benefit (if any); and
 - (ii) after their Superannuation Date, shall be equal to the Late Retirement Benefit and the Additional Death Benefit (if any).

18.5 DISABILITY BENEFIT

- (a) Subject to paragraphs (b), (c) and (d) of this Rule, the Disability Benefit shall, subject to the Statutory Requirements, be a pension (payable in instalments at monthly intervals, or such other intervals as determined by the Trustee) equal to seventy percent (70%) of Superannuation Salary per annum reduced by:
 - (i) periodic payments received pursuant to workers compensation legislation;
 - (ii) periodic payments received pursuant to social security legislation;
 - (iii) any other income or lump sum payment from any source which the Trustee determines to be in respect of or arising out of the disability, including, but not restricted to, any compensation for personal injury, and any payment for loss of income due to injury or illness;
 - (iv) income from employment to the extent that it together with the Disability Benefit otherwise payable exceeds the Member's Superannuation Salary which would have been payable had the Member continued in Employment in the same job classification;
 - (v) any amounts which the Trustee considers may become payable under (i) to (iv) inclusive above at a future date, but in relation to the period to which the Disability Benefits relate.
- (b) Where a Member is entitled to a Disability Benefit and one or more of the items under paragraph (a) above is in the form of a lump sum payment, the lump sum shall be converted to an equivalent income for the purpose of determining the offsetting amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.

- (c) Where the Trustee determines that a future income or lump sum benefit may become payable from a source that would otherwise require it to be offset in terms of paragraphs (a) or (b) above, the Trustee may waive that offset, subject to the Member providing an undertaking acceptable to the Trustee, that the Member will reimburse the Trustee if such future benefit does in fact become payable.
- (d) If the Member is currently insured for health benefits, under tables and in funds which are determined as acceptable for this purpose by the Trustee from time to time, the Disability Benefit will be increased by and thus include an amount determined by the Trustee as being a reasonable approximation to the average premium applicable for a single person's insurance cover at an appropriate level under those funds.

18.6 CESSATION OF DISABILITY BENEFIT

- (a) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
- (b) The Disability Benefit will terminate in any event on the earliest of:
 - (i) the Superannuation Date;
 - (ii) the Member's death;
 - (iii) the Member's entitlement to the Withdrawal Benefit;
 - (iv) the Member's entitlement to the Early Retirement Benefit;
 - (v) the Member's entitlement to the Serious Ill-Health Benefit;
 - (vi) the Member's entitlement to the Total and Permanent Disablement Benefit;
 - (vii) in the case of a full-time Officer, the Member's return to permanent full-time duty; and
 - (viii) in the case of a part-time Officer, the Member's return to permanent part-time or full-time duty; and
 - (ix) the Member ceasing to be Totally but Temporarily Disabled.

18.7 SERIOUS ILL-HEALTH BENEFIT

A Serious Ill-Health Benefit in respect of a Member shall be a lump sum equal to the sum of the balances in the following accounts maintained in respect of that Member:

- (a) Member Account;
- (b) Member Extra Account;
- (c) Company Account plus Company Account Portability Offset Account (if any);
- (d) Productivity Account;
- (e) Salary Sacrifice Account;
- (f) Rollover Account;
- (g) Transfer Account;
- (h) Surcharge Account;
- (i) Family Law Account,

together with the Accrued Retirement Benefit and, if the Member is Totally and Permanently Disabled before their Superannuation Date and has elected to receive a Serious Ill-Health Benefit under Rule 10.6, an additional lump sum benefit of the Additional Total and Permanent Disablement Benefit (if any).

With the approval of the Principal Company and the Trustee, the Serious Ill-Health Benefit may be increased up to an amount equal to the Death Benefit.

18.8 TOTAL AND PERMANENT DISABLEMENT BENEFIT

- (a) If a Member is Totally and Permanently Disabled before their Superannuation Date, then the Total and Permanent Disablement Benefit in respect of the Member shall be a lump sum benefit equal to the Additional Total and Permanent Disablement Benefit (if any) together with a pension equal to the Disability Benefit specified in Rule 18.5 payable until the Member's Superannuation Date at which date they will be entitled to their Retirement Benefit.
- (b) If the Member is Totally and Permanently Disabled on or after their Superannuation Date, then the Total and Permanent Disablement Benefit in respect of a Member shall be a lump sum benefit equal to the Additional Total and Permanent Disablement Benefit (if any).

18.9 WITHDRAWAL BENEFIT

- (a) The Withdrawal Benefit payable to a Member, subject to paragraph (b) of this Rule, shall be a lump sum equal to the sum of the balances in the following accounts maintained in respect of that Member:
 - (i) Member Account;
 - (ii) Member Extra Account;
 - (iii) Productivity Account;
 - (iv) Salary Sacrifice Account;
 - (v) Rollover Account;
 - (vi) Transfer Account;
 - (vii) Surcharge Account;
 - (viii) Family Law Account;
 - (ix) Company Account Portability Offset Account,

plus a percentage of both the amount standing to the credit of the Member in the Company Account and the Accrued Retirement Benefit, such percentage being in accordance with the following table:

Vesting Scale		Percentage
A	if age at ceasing Employment is not less than 50 (Flight Attendants or Technical Aircrew) or 55 (Ground Staff)	100%
B	otherwise, but subject to paragraph (c) of this Rule, according to Credited Service as follows:	
Period of Credited Service		Percentage
Less than 1 year		0.00
1		6.67
2		13.33
3		20.00
4		26.67
5		33.33
6		40.00
7		46.67
8		53.33
9		60.00
10		66.67
11		73.33
12		80.00
13		86.67
14		93.33
15 years or more		100.00

(the above Vesting Scale is interpolated between table entries for complete months)

Subject to the approval of the Principal Company, a percentage not exceeding 100% may be used in lieu of the percentage determined from the above table.

- (b) The Withdrawal Benefit payable to a Member whose Employment is terminated by summary dismissal shall be a lump sum equal to the balances in the following accounts maintained in respect of that Member:

- (i) Member Account;
- (ii) Member Extra Account;
- (iii) Productivity Account;
- (iv) Salary Sacrifice Account;
- (v) Rollover Account;
- (vi) Transfer Account;
- (vii) Surcharge Account;
- (viii) Family Law Account;
- (ix) Company Account Portability Offset Account.

Subject to the approval of the Principal Company this benefit may be increased to an amount not more than the benefit determined in accordance with paragraph (a) of this Rule.

- (c) In the case of a Member who has been an Officer in part time Employment at any time, for the purpose of interpreting the Vesting Scale above, Credited Service will be determined as if the Member had been in full time Employment throughout the Member's period of Employment.

18.10 ACCRUED BENEFIT MULTIPLE

For a Member of Division 2 an amount equal to:

- (a) 10.6% for each year of Credited Service as a Flight Attendant or Technical Aircrew Member; and
- (b) 9.3% for each year of Credited Service as a Ground Staff Member.

18.11 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 2 are:

- (a) for a Member of Division 2 (other than a Member to whom Rule 18.11(b) applies):
 - (i) the Member Account, Member Extra Account, Salary Sacrifice Account, Productivity Account, Rollover Account and Transfer Account. In addition the Portability Eligible Account includes the percentage of the Member's Company Account which would be available under Rule 18.9 if the Member were to become entitled to a resignation benefit at the date of transfer; and
 - (ii) if a Member would be entitled to a Late Retirement Benefit under Rule 10.3 if they retired from Employment, to the extent that all or part of the Late Retirement Benefit is not a Portability Eligibility Account under Rule 18.11(a)(i), the Trustee has a discretion to treat all or part of a Late Retirement Benefit that would be payable if the Member retired from Employment at that time as a Portability Eligibility Account; and
- (b) for a Member who transferred from the Australian Airlines General Superannuation Plan or the Australian Airlines Flight Attendants Superannuation Scheme who are entitled to minimum benefits under Rule 19.2 (xv) or Rule 19.2 (xvi):
 - (i) the Member Extra Account, Salary Sacrifice Account and Rollover Account; and

- (ii) on and after the Member reaching the age of 65, if a Member would be entitled to a Late Retirement Benefit under Rule 10.3 if they retired from Employment, to the extent that all or part of the Late Retirement Benefit is not a Portability Eligibility Account under Rule 18.11(b)(i), the Trustee has a discretion to treat all or part of a Late Retirement Benefit that would be payable if the Member retired from Employment at that time as a Portability Eligibility Account.

18.12 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 2 are those made to the Member Extra Account and the Salary Sacrifice Account.

Article 19

19 Special Conditions: Transferring Officers

19.1 TRANSFERRING OFFICERS

- (a) In accordance with Rule 15.2, a Transferring Officer shall become a Member of Division 2.
- (b) A Transferring Officer shall be entitled where relevant to benefits determined in accordance with Rules 18.2 to 18.9 inclusive but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Transferring Officer:
 - (i) from 1 July 1989 the percentage referred to in Rule 16(d) shall be increased by a percentage based on the period from the date the Member originally joined the Plan to that Member's Superannuation Date as set out in the following table:

Period from Date Joined Plan to Superannuation Date	Extra Company Contribution
Years	%
35 or more	nil
30 to 34	2
25 to 29	4
20 to 24	6
15 to 19	8
10 to 14	10
0 to 9	12

The extra contribution paid in accordance with this paragraph will be paid into the Company Account maintained in respect of that Member.

- (ii) The Death Benefit determined in accordance with Rule 18.4 shall be subject to a special minimum equal to the Death Benefit that would have been payable if the Member had died at 1 July 1989 plus the Additional Death Benefit (if any).
- (iii) The Accrued Retirement Benefit in respect of the period of Employment before 1 July 1988 shall be equal to the Division 2 Discount Factor multiplied by the sum of:
 - (A) 12.5% of Final Average Salary for each year of Credited Service before 1 July 1988 as a Flight Attendant or Technical Aircrew; and
 - (B) 11.0% of Final Average Salary for each year of Credited Service before 1 July 1988 as Ground Staff.
- (iv) The initial value of the Transferring Officer's Productivity Account shall be the value of that Productivity Account determined as at 1 July 1989 under the provisions of Division 2 of these Rules.
- (v) The initial value of the Transferring Officer's Member Account shall be a fraction of the greater of (A) and (B), determined as at 1 July 1989, under the provisions of Division 2 of these Rules where:
 - (A) is the Accumulated Credit of the Member plus the Past Service Accumulation; and
 - (B) is the proportion of the Guaranteed Minimum Benefit accrued to the date of transfer to Division 2, reduced by 1% for each year by which

the age of the Member at 1 July 1989 is less than 55 for Ground Staff or 50 for Technical Aircrew and Flight Attendants.

and where the fraction is one-third for Ground Staff, and two sevenths for Flight Attendants and Technical Aircrew.

- (vi) The initial value of the Transferring Officer's Company Account shall be one half of the amount determined in accordance with paragraph (v) of this Rule.
- (vii) In the case of a Transferring Officer, who was at any time in part-time Employment prior to becoming a Member of Division 2, Credited Service shall be determined on a basis advised by the Principal Company.

19.2 TN DIVISION 2 TRANSFERRING OFFICERS

- (a) In accordance with Rule 15.2, a TN Division 2 Transferring Officer shall become a Member of Division 2.
- (b) In lieu of the contributions otherwise payable by the Member under Rule 17.1, a TN Division 2 Transferring Officer shall:
 - (i) contribute five percent (5%) of Superannuation Salary, irrespective of the Member's age at joining, and such amount shall be credited to the Member Account maintained in respect of the Member; or
 - (ii) contributions otherwise payable by a Member under Rule 19.2(b)(i) may instead be made by the Company by way of a Salary Sacrifice Arrangement subject to:
 - (A) the amount of contributions paid by the Company being the amount advised to the Company by the Actuary from time to time as being equal to the amount of contributions that would be payable by the Member under Rule 19.2(b)(i) if the Salary Sacrifice Arrangement had not been entered into and after taking into account the difference in the tax treatment of those contributions when it is received by the Plan and any other matters that the Actuary is notified of by the Trustee (with the agreement of the Principal Company);
 - (B) compliance by the Company and the Member with any conditions imposed on the arrangement by the Principal Company or the Trustee (with the agreement of the Principal Company); and
 - (C) the arrangement being consistent with Statutory Requirements.Contributions made under this Rule 19.2(b)(ii) shall be credited to the Member Account maintained in respect of the Member.
- (iii) Contributions made by the Company under Rule 19.2(b)(ii) shall extinguish the liability of a Member to contribute under Rule 19.2(b)(i).
- (c) A TN Division 2 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 18 but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a TN Division 2 Transferring Officer:

Initial Productivity Account balance - transferees from the AAGSP (contributory)

- (i) In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, the initial value at 30 June 1995 of the Member's Productivity Account shall be equal to three percent (3%) of the Member's TN FAS at 30 June 1995 for each year of membership in that plan (as determined for benefit purposes under that plan) between 1 January 1987 and 30 June 1995.

Initial Productivity Account balance - transferees from the AAFASS

- (ii) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, the initial value at 30 June 1995 of the Member's Productivity Account shall be equal to the balance of the Member's productivity account under that plan at 30 June 1995.

Initial Member Extra Account balance - transferees from the AAFASS and the AGSP

- (iii) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that plan arising from voluntary contributions by the Member or from rollovers or transfers into that Plan which were not related to employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Member Extra Account in respect of the Member.

Initial Member Extra Account balance - transferees from the AAPAF

- (iv) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, any entitlement at 30 June 1995 under that plan arising from rollovers or transfers into that plan which were not related to employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Member Extra Account in respect of the Member.

Initial Member Account balance - transferees from the AAPAF

- (v) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation fund, the initial value at 30 June 1995 of the Member Account shall be equal to the Member's entitlement under that plan at 30 June 1995 arising from contributions by that Member.

Initial Transfer Account balance - transferees from the AAGSP (non-contributory)

- (vi) In the case of a Member who transferred from the non-contributory section of the Australian Airlines General Superannuation Plan, the initial value at 30 June 1995 of the Member's Transfer Account shall be equal to the lump sum benefit to which the Member would have been entitled from that plan had the Member voluntarily left service immediately prior to transferring to the Plan less any amount credited as an initial value at 30 June 1995 to any other account in respect of the Member in accordance with this Rule 19.2(c).

Initial Transfer Account balance - transferees from the AAFASS and the AAGSP (contributory)

- (vii) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that plan arising from a rollover or transfer into that plan in respect of the Member, including amounts transferred between the contributory and non-contributory sections of the Australian Airlines General Superannuation Plan, but excluding amounts included in the Member Extra Account in accordance with sub-Rule (iii) of this Rule 19.2(c) and which was maintained as an accumulation account, shall be credited as an initial amount in the Transfer Account in respect of the Member.

Initial Transfer Account balance - transferees from the AAPAF

- (viii) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's entitlement under that plan at 30 June 1995 less any amounts allocated to other accounts under sub-Rules (iv) or (v) above.

Exclusion of minimum death benefit - transferees from AAGSP (non-contributory)

- (ix) In the case of the death prior to the Superannuation Date of a Member who transferred from the non-contributory section of the Australian Airlines General Superannuation Plan, sub-Rule (c) of Rule 18.4 shall not apply.

Defined benefits in respect of membership of a TN Plan

- (x) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, and who is entitled to a Retirement Benefit, Late Retirement Benefit, Death Benefit or Serious Ill-Health Benefit, the Member's Accrued Retirement Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the sum of:
 - (A) the Member's TN Member Multiple; and
 - (B) the Member's TN Adjusted Service Multiple multiplied, in the case of a Serious Ill-Health Benefit, by the Division 2 Discount Factor.
- (xi) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, and who is entitled to a Withdrawal Benefit, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the sum of:
 - (A) the Member's TN Member Multiple; and
 - (B) the Member's TN Adjusted Service Multiple multiplied by the percentage determined under sub-Rule 18.9(a) and multiplied by the Division 2 Discount Factor.

Prior service amount - transferees from the AAGSP

- (xii) In the case of a Member who transferred from the Australian Airlines General Superannuation Plan, the amount of any Retirement Benefit, Late Retirement Benefit, Death Benefit, Serious Ill-Health Benefit or Withdrawal Benefit shall be reduced by the fixed dollar amount in respect of the Member, if any, known as the prior service amount under the Australian Airlines General Superannuation Plan.

Exclusion of Employment prior to 30 June 1995 for all transferees

- (xiii) Other than for the purpose of determining the percentage in sub-Rule 18.9(a), Employment prior to 30 June 1995 shall not be recognised in the determination of Credited Service.

Initial Final Average Salary for all transferees

- (xiv) All periods prior to 30 June 1995 shall be excluded from consideration when calculating Final Average Salary.

Minimum benefits based on TN Plan rules

- (xv) Subject to sub-Rule (xx) hereof, where:
 - (A) a Member is entitled to a Retirement Benefit, Serious Ill-Health Benefit or Withdrawal Benefit; or
 - (B) a Member who transferred from the Australian Airlines General Superannuation Plan or the Australian Airlines Pilots Accumulation Fund is entitled to a Late Retirement Benefit; or
 - (C) a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme is entitled to a Late Retirement Benefit and the Member has elected under sub-Rule 17.2(e)(iv) of these Rules to continue contributing under Rule 17.1(a) or contributions are made by the Company under Rule 17.1(b),the lump sum payable shall be subject to a special minimum equal to the benefit that would have been payable in the same circumstances under the rules of the TN Plan from which the Member transferred plus the Surcharge Account and Family Law Account plus, if the Member is Totally and Permanently Disabled before their Superannuation Date and has elected to receive a Serious Ill-Health Benefit under Rule 10.6 the Additional Total and Permanent Disablement Benefit (if any).

- (xvi) Subject to sub-Rule (xx) hereof, where a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme is entitled to a Late Retirement Benefit and the Member has not elected under sub-Rule 17.2(e)(iv) of these Rules to continue contributing under Rule 17.1(a) or contributions are made by the Company under Rule 17.1(b), the Member's Retirement Benefit at the Superannuation Date (as determined for the calculation of the Late Retirement Benefit) shall be subject to a special minimum in accordance with sub-Rule (xv) above as if the Member had been entitled to a Retirement Benefit at that date.
- (xvii) Where a Death Benefit is payable in respect of a Member, the lump sum payable shall be subject to a special minimum equal to the greater of the benefit that would have been payable under the rules of the TN Plan from which the Member transferred:
 - (A) had the Member died on 30 June 1995 less any amounts transferred to another Approved Superannuation Arrangement or Division under Rule 8.8B, Rule 8.8C or Rule 8.8D plus the Additional Death Benefit (if any); or
 - (B) had the Member voluntarily left Employment on the date of the Member's death, plus the Surcharge Account and Family Law Account plus the Additional Death Benefit (if any).
- (xviii) Where the Employment of a Member ceases as a result of Total and Permanent Disablement, the Member may elect to receive, in lieu of the benefits otherwise payable (currently or prospectively) under the Plan, a lump sum benefit equal to the greater of the benefit that would have been payable:
 - (A) under the rules of the TN Plan from which the Member transferred had the Member ceased employment as a result of Total and Permanent Disablement on 30 June 1995 less any amounts transferred to another Approved Superannuation Arrangement or Division under Rule 8.8B, Rule 8.8C or Rule 8.8D plus the Additional Total and Permanent Disablement Benefit (if any); or
 - (B) had the Member left Employment as a result of Serious Ill-Health on the date of the Member's Total and Permanent Disablement, plus the Surcharge Account and Family Law Account plus the Additional Total and Permanent Disablement Benefit (if any).
- (xix) For the purposes of sub-Rules (xv), (xvi), (xvii) and (xviii) above, any contributions:
 - (A) made by the Member under Rule 17.2; and
 - (B) made by a Member, other than a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, under Rule 17.1(a) or by the Company under Rule 17.1(b), less any applicable contributions tax after the Superannuation Date,

shall be treated as if they were voluntary contributions to the relevant TN Plan and the benefits under the relevant TN Plan shall be determined assuming that the interest added to contributions under that Plan after 30 June 1995 would have been at the same rate as the Credited Interest Rate from time to time.
- (xx) Where the classification of a Member changes, a determination under sub-Rule (xv) or (xvi) shall be made as if the Member had voluntarily left Employment at the date of change of classification. To the extent that sub-Rule (xv) or (xvi) determines a greater benefit than would otherwise be calculated under the Rules, the excess shall be credited to the Member's Transfer Account at the date of change of classification and sub-Rules (xv) and (xvi) shall no longer apply to the Member. For the purpose of this sub-Rule the classifications that may apply to Members are:
 - (A) Ground Staff;

- (B) Long Haul Flight Attendant;
- (C) Long Haul Technical Aircrew;
- (D) Short Haul Flight Attendant; and
- (E) Short Haul Pilot.

Accrued Benefit Multiple

- (xxi) In the case of a member who transferred from the Contributory Section of the Australian Airlines General Superannuation Plan the Accrued Benefit Multiple is an amount equal to 18% multiplied by years of membership. Where years of membership has the same meaning as given in the Rules of the Australian Airlines General Superannuation Plan and is determined as if the member were still a member of the Australian Airlines General Superannuation Plan.

Accrued Benefit Multiple

- (xxii) In the case of a member who transferred from the Defined Benefit Section of the Australian Airlines Flight Attendants' Superannuation Scheme the Accrued Benefit Multiple is an amount equal to 14% multiplied by Years of Benefit Service. Where Years of Benefit Service has the same meaning as given in the Rules of the Australian Airlines Flight Attendants' Superannuation Scheme and is determined as if the member were still a member of the Australian Airlines Flight Attendants' Superannuation Scheme.

DIVISION 3

Article 20

20 Application, Eligibility and Membership

20.1 APPLICATION

Division 3 of these Rules shall apply to such Members as are designated as being Division 3 Members and notified as such by the Company in writing. Any reference to a Member in this Division 3 of the Rules shall be a reference to a Member designated as a Division 3 Member by the Company.

20.2 ELIGIBILITY AND MEMBERSHIP

Every Division 3 Transferring Officer, every Division 3A Member who elects to transfer to Division 3 in accordance with Rule 8.15 and every person who became a Permanent Officer on or after 1 April 1995, other than a Permanent Officer who is designated a Division 5 Member, shall become a Division 3 Member with effect from the following dates:

- (a) for a Division 3 Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of transfer;
- (b) for a Division 3A Member who elects to transfer to Division 3 in accordance with Rule 8.15, the effective date of the transfer as agreed between the Member, the Principal Company and the Trustee;
- (c) in all other cases, from the date upon which the person became a Permanent Officer.

Article 21

21 Company Contributions

Subject to the Statutory Requirements, the Company shall contribute to the Plan in respect of each Member of Division 3 from the date of membership of Division 3 (subject to Rule 2.12) until the Member ceases to be a Permanent Officer or as otherwise provided such sum as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

Article 22

22 Member Contributions

22.1 STANDARD CONTRIBUTIONS

- (a) Each Member shall contribute to the Plan whilst a Member of Division 3 prior to the Member's Superannuation Date, five percent (5%) of Superannuation Salary except that no such contributions shall be payable while the Member is in receipt of a Disability Benefit.
- (b) Contributions otherwise payable by a Member under Rule 22.1(a) may instead be made by the Company by way of a Salary Sacrifice Arrangement subject to:
 - (i) the amount of contributions paid by the Company being the amount advised to the Company by the Actuary from time to time as being equal to the amount of contributions that would be payable by the Member under Rule 22.1(a) if the Salary Sacrifice Arrangement had not been entered into and after taking into account the difference in the tax treatment of those contributions when it is received by the Plan and any other matters that the Actuary is notified of by the Trustee (with the agreement of the Principal Company);
 - (ii) compliance by the Company and the Member with any conditions imposed on the arrangement by the Principal Company or the Trustee (with the agreement of the Principal Company); and
 - (iii) the arrangement being consistent with Statutory Requirements.
- (c) Contributions made the Company as provided in Rule 22.1(b) shall extinguish the liability of a Member to contribute under Rule 22.1(a)

22.2 EXTRA CONTRIBUTIONS

- (a) A Member may elect to make additional contributions to the Plan and may elect to have Shortfall Components paid to the Plan of such amounts as the Member shall determine from time to time, subject to Rules 22.2(c) to (f). Such contributions and Shortfall Components are referred to as "Voluntary Contributions".
- (b) Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (c) Voluntary Contributions may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (d) All Voluntary Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- (e) The Company shall deduct all Member Contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- (f) Voluntary Contributions shall cease on the earlier of:
 - (i) the Member ceasing to be an Officer; or
 - (ii) such date as required by the Statutory Requirements.

22.3 SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

Notwithstanding Rules 22.1(a) and (b) and Rules 22.2(a) and (c) above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contributions to be paid by that Member or by the Company on behalf of the Member under Rule 22.1(b). In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

22.4 SURCHARGE OFFSET CONTRIBUTION

A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

22.5 SALARY SACRIFICED ADDITIONAL CONTRIBUTIONS

Salary Sacrificed Additional Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement, and subject to any such condition as the Principal Company may from time to time determine. Salary Sacrificed Contributions made under this Rule 22.5 shall be credited to the Member's Salary Sacrifice Account.

22.6 FAMILY LAW OFFSET CONTRIBUTIONS

A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 23

23 Determination of Benefits

23.1.A ACCRUED RETIREMENT BENEFIT

The Accrued Retirement Benefit shall be 18% of Final Average Salary for each year of Credited Service.

23.1.B ACCRUED BENEFIT MULTIPLE

For a Member of Division 3 an amount equal to 18% for each year of Credited Service.

23.2 PROJECTED RETIREMENT BENEFIT

The Projected Retirement Benefit shall be equal to 18% of Final Year Salary for each year of Credited Service calculated as if Credited Service included the period from the date of Member's death or the date the Member became Totally and Permanently Disabled (as determined by the Trustee), as applicable, up to the Member's Superannuation Date.

23.3 SUPPLEMENTARY BENEFIT

The Supplementary Benefit in respect of a Member shall be equal to the sum of the balance of the Member in that Member's:

- (a) Voluntary Contribution Account;
- (b) Rollover Account;
- (c) Transfer Account;
- (d) Salary Sacrifice Account;
- (e) Surcharge Account;
- (f) Family Law Account; and
- (g) in the case of a Member who was a Member of Division 3A immediately prior to becoming a Member of Division 3, the Company Contribution Account.

23.4 RETIREMENT BENEFIT

The Retirement Benefit in respect of a Member shall be a lump sum equal to the sum of:

- (a) the Accrued Retirement Benefit; and
- (b) the Supplementary Benefit.

23.5 LATE RETIREMENT BENEFIT

The Late Retirement Benefit shall be a lump sum equal to the Retirement Benefit determined as at the Member's Superannuation Date together with any further contributions under these Rules (including contributions required to satisfy minimum benefits under Rule 2.16 and credited (or debited) with interest at the Credited Interest Rate and debited with taxes as appropriate.

23.6 DEATH OR TOTAL AND PERMANENT DISABLEMENT BENEFIT

Subject to Rule 23.11, the Death Benefit and the Total and Permanent Disablement Benefit in respect of a Member who dies or becomes Totally and Permanently Disabled prior to the Superannuation Date shall be a lump sum equal to the sum of:

- (a) the Member's Projected Retirement Benefit;
- (b) the Supplementary Benefit; and
- (c) the Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any),

provided that in the case of a Total and Permanent Disablement Benefit the amount determined in accordance with this Rule shall be reduced by any Offsetting Amounts determined in accordance with Rule 23.10.

The Death Benefit in respect of a Member who dies on their Superannuation Date shall be equal to the Retirement Benefit plus the Additional Death Benefit (if any). The Death Benefit in respect of a Member who dies after the Superannuation Date shall be equal to the Late Retirement Benefit.

23.7 DISABILITY BENEFIT

- (a) Subject to the Statutory Requirements the Disability Benefit shall be an annual pension (payable in instalments at monthly intervals or as determined by the Trustee) equal to seventy-five percent (75%) of the Member's Final Year Salary reduced by any Offsetting Amounts as determined by the Trustee in accordance with Rule 23.10.
- (b)
 - (i) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
 - (ii) The Disability Benefit will terminate in any event on the earliest of:
 - (A) the Member reaching the Superannuation Date;
 - (B) the Member's death;
 - (C) the Member becoming eligible to receive any other benefit under these Rules;
 - (D) the benefit having been paid for two consecutive years;
 - (E) in the case of a full-time Officer, the Member's return to permanent full-time duty;
 - (F) in the case of a part-time Officer, the Member's return to permanent part-time duty; and
 - (G) the Member ceasing to be Totally but Temporarily Disabled.

23.8 RETRENCHMENT BENEFIT

The Retrenchment Benefit shall be a lump sum equal to the sum of:

- (a) the Member's Accrued Retirement Benefit; and
- (b) the Supplementary Benefit.

23.9 WITHDRAWAL BENEFIT

The Withdrawal Benefit shall be a lump sum equal to the sum of the Supplementary Benefit and an amount determined in accordance with the following formula:

$BR \times \text{Credited Service} \times FAS \times (1 - d)$; where

BR is determined in accordance with the following table:

Whole Years of Credited Service	BR
0	13%
1	14%
2	15%
3	16%
4	17%
5 or more	18%

FAS is equal to the Member's Final Average Salary; and

d is equal to the lesser of:

- (a) 0.3; and
- (b) 0.01 multiplied by the number of years (with days counting pro rata) from the date Employment ceased to the date of the Member's fifty fifth (55th) birthday,

provided that:

- (i) in the case of a Member who has been an Officer in part-time Employment at any time (whether on a permanent or temporary basis), for the purpose of determining BR, Credited Service will be determined as if the Member had been in full-time Employment (but still on a permanent or temporary basis as the case may be) throughout that Member's period of Employment;
- (ii) at the request of the Principal Company, BR may be increased for a Member with less than five (5) years of Credited Service, to a percentage greater than that obtained from the above table but not exceeding 18%; and
- (iii) in exceptional cases of ill-health:
 - (A) where a Member suffers a terminal medical condition as defined in a Policy under which that Member is insured, the Trustee must increase the benefit otherwise payable by the amount received under the Policy; and
 - (B) where a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or such other period as the Trustee considers appropriate, of the date of ceasing Employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.

23.10 OFFSETTING AMOUNTS

- (a) Where a Member is entitled to a Disability Benefit the benefit otherwise payable shall be reduced by the total of the following amounts, such amounts being referred to as "Offsetting Amounts":
 - (i) any workers compensation payment;
 - (ii) any social security payment;
 - (iii) any payment under Loss of Licence Insurance;
 - (iv) any other income or lump sum payment from any source which the Trustee determines to be in respect of or arising out of the disability, including, but not restricted to, any compensation for personal injury, and any payment for loss of income due to injury or illness;
 - (v) any income from employment to the extent to which that income together with the Disability Benefit otherwise payable exceeds the Member's Superannuation Salary that would have been payable had the Member continued in Employment in the same classification as the Member was in immediately prior to commencing to receive a Disability Benefit;
 - (vi) any amounts which the Trustee considers may become payable under (i) to (v) inclusive above at a future date, but in relation to the period to which the Disability Benefit relates.
- (b) Where a Member is entitled to a Disability Benefit and one or more of the items under paragraph (a) above is in the form of a lump sum payment, the lump sum shall be converted to an equivalent income for the purpose of determining the Offsetting Amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.
- (c) Where a Member becomes entitled to a Total and Permanent Disablement Benefit, the benefit otherwise payable shall be reduced by any of the following amounts, such amounts being referred to as "Offsetting Amounts":

- (i) any workers' compensation payment;
- (ii) any social security payment;
- (iii) one-third (1/3rd) of any payment under Loss of Licence Insurance;
- (iv) any income or lump sum payment from any source which the Trustee determines to be in respect of or arising out of the disability, including, but not restricted to, any compensation for personal injury, and any payment for loss of income due to injury or illness, but excluding any Additional Total and Permanent Disablement Benefit payable from the Plan;
- (v) any amounts which the Trustee considers may become payable under (iv) above at a future date, but in relation to the condition that resulted in the Member being eligible for a Total and Permanent Disablement Benefit.
- (d) Where a Member becomes entitled to a Total and Permanent Disablement Benefit and one or more of the items under paragraph (c) above is in the form of income, the income shall be converted to an equivalent lump sum for the purpose of determining the Offsetting Amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.
- (e) Where the Trustee determines that a future income or lump sum benefit may become payable from a source what would otherwise require it to be treated as an Offsetting Amount in terms of paragraph (a) or paragraph (c) above, the Trustee may ignore that potential benefit subject to the Member providing an undertaking acceptable to the Trustee that the Member will reimburse the Trustee if such future benefit does in fact become payable.

23.11 LIMITATIONS WHERE PREVIOUS BENEFITS RECEIVED

- (a) Where a Member was a Member of the Plan prior to the current period of Employment and as a result of the termination of that earlier period of Employment, the Member received:
 - (i) a Total and Permanent Disablement benefit under Division 1 in excess of the Serious Ill-Health Benefit at that time; or
 - (ii) a lump sum benefit under Division 2, Division 3 or Division 3A in excess of an amount equal to the Member's Retirement Benefit at that time (irrespective of whether or not the Member was eligible to receive the Retirement Benefit at that time); or
 - (iii) a lump sum benefit under the regulations which applied prior to the deed of amendment dated 21 September 1989, in excess of the sum of the member's accumulated credit and the amount of the additional benefit for past credited service at that time (irrespective of whether or not the Member was eligible to receive that additional benefit at that time),

the Death Benefit and the Total and Permanent Disablement Benefit otherwise determined in accordance with Rule 23.6 shall not exceed a lump sum equal to the sum of:

 - (iv) the Member's Accrued Retirement Benefit; and
 - (v) the Supplementary Benefit; and
 - (vi) the Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any).
- (b) For the purposes of Rule 23.11(a):
 - (i) any reference to Division 1 includes the Improved Old Benefits Category (as that term was defined in the Rules in force at the relevant time);
 - (ii) any reference to Division 2 includes the New Benefits Category (as that term was defined in the Rules in force at the relevant time);
 - (iii) any reference to the Retirement Benefit determined at a time prior to the introduction of that defined term in the Rules, means the Normal Retirement

Benefit (as that term was defined in the Rules in force at the relevant time);
and

- (iv) any reference to a benefit or other amount at a particular time, means the benefit or other amount determined in accordance with the Rules in force at that particular time.

23.12 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 3 are:

- (a) the Voluntary Contribution Account, the Rollover Account, the Transfer Account, the Company Contribution Account and the Salary Sacrifice Account; and
- (b) if a Member would be entitled to a Late Retirement Benefit under Rule 10.3 if they retired from Employment, to the extent that the Late Retirement Benefit is not a Portability Eligibility Account under Rule 23.12(a), the Trustee has a discretion to treat all or part of a Late Retirement Benefit that would be payable if the Member retired from Employment at that time as a Portability Eligibility Account.

23.13 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 3 are those made to the Voluntary Contribution Account and the Salary Sacrifice Account.

DIVISION 3A

Article 24

24 Application, Eligibility and Membership

24.1 APPLICATION

Division 3A of these Rules shall apply to such Members as are designated as being Division 3A Members and notified as such by the Company in writing. Any reference to a Member in this Division 3A of the Rules shall be a reference to a Member designated as a Division 3A Member by the Company.

24.2 ELIGIBILITY AND MEMBERSHIP

Every person who becomes a Temporary Officer on or after 1 April 1995, every Division 3A Transferring Officer and any Officer whose membership of the Commonwealth Superannuation Scheme ceased when the Principal Company was privatised pursuant to the provisions of the Qantas Sale Act 1992 and elected to receive their accumulated contributions under Division 5 of Part V of the Superannuation Act 1976 shall become a Division 3A Member with effect from the following dates:

- (a) for a Division 3A Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of the transfer;
- (b) for Officers who were members of the Commonwealth Superannuation Scheme, the date on which they ceased to be an eligible employee under the Superannuation Act 1976; and
- (c) in all other cases, from the date upon which the person became a Temporary Officer.

Article 25

25 Company Contributions

- (a) The Company shall contribute to the Plan, subject to the Statutory Requirements, in respect of each Member of Division 3A from the date of becoming a Member of Division 3A (subject to Rule 2.12) until the Member ceases to be an Officer, or in the case of a Temporary Officer, becomes a Permanent Officer. The amount of the contribution shall be determined by the Company for that Member, being not less than the minimum amounts necessary to ensure that the Company is not liable to pay a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 in respect of that Member. Such contributions shall be paid into the Company Contribution Account.
- (b) Salary Sacrificed Additional Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any such condition as the Principal Company may from time to time determine. Such contributions shall be credited to the Member's Salary Sacrifice Account.
- (c) For a Member not entitled to an increased death benefit under Rule 28.2(b)(v), the Member's Company Contribution Account shall be debited with an amount advised by the Actuary as sufficient to provide the Insurance Benefit specified in Rule 27(c)(ii).

Article 26

26 Member Contributions

- (a) A Member shall not be required to contribute to the Plan.
- (b) A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 26(d) to (g). Such contributions and Shortfall Components are referred to as “Voluntary Contributions”.
- (c) Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (d) Member contributions in accordance with Rule 26(b) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) All Member Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- (f) The Company shall deduct such contributions other than Shortfall Components from each payment of a Member’s pay and remit the same to the Trustee.
- (g) Member contributions shall cease on the earlier of:
 - (i) the Member ceasing to be an Officer; or
 - (ii) such date as required by the Statutory Requirements.
- (h) A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member’s Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company’s consent and subject to any conditions as the Principal Company may from time to time determine.
- (i) A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member’s Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company’s consent and subject to any conditions as the Principal Company may from time to time determine.

Article 27

27 Determination of Benefits

- 27(a) (i) The Retirement Benefit, Late Retirement Benefit and Withdrawal Benefit of a Member shall be a lump sum equal to the sum of the Company Contribution Account, the Voluntary Contribution Account, the Transfer Account, the Salary Sacrifice Account, the Surcharge Account and the Family Law Account.
- (ii) The Total and Permanent Disablement Benefit of a Member shall be a lump sum equal to the sum of the Company Contribution Account, the Voluntary Contribution Account, the Transfer Account, the Salary Sacrifice Account, the Surcharge Account, the Family Law Account and the Additional Total and Permanent Disablement Benefit (if any).
- 27(b) The Death Benefit payable in respect of a Member shall be a lump sum equal to the sum of the Company Contribution Account, the Voluntary Contribution Account, the Transfer Account, the Salary Sacrifice Account, the Surcharge Account, the Family Law Account, the Additional Death Benefit (if any) plus an Insurance Benefit.
- 27(c) Insurance Benefit
- The Insurance Benefit in respect of a Member shall be equal to the following:
- (i) For a Member entitled to an increased death benefit under Rule 28.2(b)(v), nil;
- (ii) For a Member not entitled to an increased death benefit under Rule 28.2(b)(v), subject to Rule 9.2 the Insurance Benefit amount shown in the following table:

Age at date of death	Insurance Benefit
35 or less	\$50,000
from 35 to 39	\$35,000
from 40 to 44	\$20,000
from 45 to 49	\$14,000
from 50 to 55	\$7,000
56 or more	Nil

- 27(d) Where:
- (i) a Member suffers a terminal medical condition as defined in a Policy under which that Member is insured, the Trustee must increase the benefit otherwise payable by the amount received under the Policy; and
- (ii) in exceptional cases of ill-health, a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or other such period as the Trustee considers appropriate, from the date of ceasing employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.

27A PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 3A are the Company Contribution Account, the Voluntary Contribution Account, the Transfer Account and the Salary Sacrifice Account.

27B SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 3A are those made to the Voluntary Contribution Account and the Salary Sacrifice Account.

Article 28

28 Transfers to Divisions 3 and 3A

28.1 SPECIAL CONDITIONS: DIVISION 3 TRANSFERRING OFFICERS

- (a) In accordance with Rule 20.2, a Division 3 Transferring Officer shall become a Member of Division 3.
- (b) A Division 3 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 23 but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Division 3 Transferring Officer:

Initial Voluntary Contribution Account balance - transferees from Division 2

- (i) In the case of a Member who transferred from Division 2, the initial value at 30 June 1995 of the Voluntary Contribution Account shall be equal to the balance of the Member Extra Account in respect of the Member at 30 June 1995.

Initial Voluntary Contribution Account balance - transferees from the AAFASS and the AAGSP

- (ii) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that Plan arising from voluntary contributions by the Member or from rollovers or transfers into that Plan which were not related to Employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Voluntary Contribution Account in respect of the Member.

Initial Voluntary Contribution Account balance - transferees from the AAPAF

- (iii) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, any entitlement at 30 June 1995 under that plan arising from rollovers or transfers into that plan which were not related to Employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Voluntary Contribution Account in respect of the Member.

Initial Transfer Account balance - transferees from Division 1

- (iv) In the case of a Member who transferred from Division 1 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the sum of the Member's Accumulated Credit, Past Service Accumulation and Productivity Account at 30 June 1995. In the case of a Member who transferred from Division 1 and whose Superannuation Date immediately prior to transferring to Division 3 was before 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's Late Retirement Benefit under Division 1 at 30 June 1995.

Initial Transfer Account balance - transferees from Division 2

- (v) In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the sum of the Member's Company Account, Member Account and Productivity Account at 30 June 1995. In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was before 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's Late Retirement Benefit under Division 2 at 30 June 1995.

Initial Transfer Account balance - transferees from the AAGSP (non-contributory)

- (vi) In the case of a Member who transferred from the non-contributory section of the Australian Airlines General Superannuation Plan, the initial value at 30 June 1995 of the Member's Transfer Account shall be equal to the lump sum benefit to which the Member would have been entitled from that plan had the Member voluntarily left service immediately prior to transferring to the Plan less any amount credited as an initial value at 30 June 1995 to any other account in respect of the Member in accordance with this Rule 28.1(b).

Initial Transfer Account balance - transferees from the AAFASS and the AAGSP (contributory)

- (vii) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that plan arising from a rollover or transfer into that plan in respect of the Member, including amounts transferred between the contributory and non-contributory sections of the Australian Airlines General Superannuation Plan, but excluding amounts included in the Voluntary Contribution Account in accordance with sub-Rule (ii) of this Rule 28.1(b), and which was maintained as an accumulation account, shall be credited as an initial amount in the Transfer Account in respect of the Member. In addition, in the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, the initial value at 30 June 1995 of the Member's Transfer Account shall include the balance of the Member's productivity account under that plan at 30 June 1995.

Initial Transfer Account balance - transferees from the AAPAF

- (viii) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's entitlement under that plan at 30 June 1995 less any amounts allocated to other accounts under sub-Rule (iii) above.

Defined Benefits at 30 June 1995 - transferees from Division 2

- (ix) In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the Member's Accrued Retirement Benefit and Projected Retirement Benefit shall be increased by an amount equal to the Member's Final Average Salary which would have applied had the Member remained in Division 2, multiplied by:
 - (A) 12.5% for each year of Credited Service prior to 1 July 1988 plus 10.6% for each year of Credited Service after 30 June 1988 and before 1 July 1995 while a Flight Attendant or Technical Aircrew Member; and
 - (B) 11% for each year of Credited Service prior to 1 July 1988 plus 9.3% for each year of Credited Service after 30 June 1988 and before 1 July 1995 while a Ground Staff Member.

For the purpose of this calculation, Employment and Credited Service shall be calculated in the manner which applies to Division 2 Members.

- (x) In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's Final Average Salary which would have applied had the Member remained in Division 2, multiplied by the Division 3 Vesting Factor, the Division 3 Discount Factor and:
 - (A) 12.5% for each year of Credited Service prior to 1 July 1988 plus 10.6% for each year of Credited Service after 30 June 1988 and

before 1 July 1995 while a Flight Attendant or Technical Aircrew Member; and

- (B) 11% for each year of Credited Service prior to 1 July 1988 plus 9.3% for each year of Credited Service after 30 June 1988 and before 1 July 1995 while a Ground Staff Member.

For the purpose of this calculation, Employment and Credited Service shall be calculated in the manner which applies to Division 2 Members.

Defined benefits in respect of membership of a TN Plan

- (xi) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, the Member's Accrued Retirement Benefit and Projected Retirement Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Member's TN Service Multiple.
- (xii) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, and whose Credited Service is at least five (5) years, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Member's TN Service Multiple and by the Division 3 Discount Factor.
- (xiii) In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, and whose Credited Service is less than five (5) years, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Division 3 Discount Factor, by BR (as determined for the purpose of Rule 23.9) and by the Member's years of membership in that plan (as determined for benefit purposes under that plan) prior to 30 June 1995.
- (xiv) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, and whose Credited Service is less than five (5) years, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Division 3 Discount Factor, by (BR - 4%), where BR is as determined for the purpose of Rule 23.9, and by the Member's years of benefit service in that scheme (as determined for benefit purposes under that scheme) prior to 30 June 1995.

Prior service amount - transferees from the AAGSP

- (xv) In the case of a Member who transferred from the Australian Airlines General Superannuation Plan, the amount of any Retirement Benefit, Late Retirement Benefit, Death Benefit, Serious Ill-Health Benefit or Withdrawal Benefit shall be reduced by the fixed dollar amount in respect of the Member, if any, known as the prior service amount under the Australian Airlines General Superannuation Plan.

Exclusion of Employment prior to 30 June 1995 for all transferees

- (xvi) Other than for:
 - (A) the purpose of determining the Division 3 Vesting Factor;
 - (B) the purpose of determining BR in Rule 23.9; and
 - (C) the calculations in sub-Rules (ix), (x), (xii), (xiii) and (xiv) above,Employment prior to 30 June 1995 shall not be recognised in the determination of Credited Service.

Initial Final Year Salary and Final Average Salary for all transferees

- (xvii) All periods prior to 30 June 1995 shall be excluded from consideration when calculating Final Year Salary and Final Average Salary, other than for the calculations in sub-Rules (ix) and (x) above.

28.2 SPECIAL CONDITIONS: DIVISION 3A TRANSFERRING OFFICERS

- (a) In accordance with Rule 24.2, a Division 3A Transferring Officer shall become a Member of Division 3A.
- (b) A Division 3A Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 27 but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Division 3A Transferring Officer:

Contributions

- (i) Where the contributions in respect of a Member under the Australian Airlines General Superannuation Plan were based on a salary different to Superannuation Salary as defined in this Deed, the contributions for that Member under Division 3A shall be based on the definition of salary which applied under the Australian Airlines General Superannuation Plan.

Initial Account Balances

- (ii) The initial value at 30 June 1995 of the Member's Transfer Account shall be equal to the lump sum benefit to which the Member would have been entitled from the Australian Airlines General Superannuation Plan had the Member voluntarily left service immediately prior to transferring to the Plan less any amount credited as an initial value at 30 June 1995 to any other account in respect of the Member in accordance with this Rule 28.2(b).
- (iii) Any entitlement at 30 June 1995 under the Australian Airlines General Superannuation Plan arising from voluntary contributions by the Member or from rollovers or transfers into that plan which were not related to employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Voluntary Contribution Account in respect of the Member.

Additional benefits on death or Total and Permanent Disablement

- (iv) In the case of a Permanent Officer who was a Permanent Officer at 30 June 1995, an amount of two dollars (\$2) per week shall be deducted from the Company Contribution Account to provide additional benefits on death or Total and Permanent Disablement.
- (v) In the case of a Permanent Officer who was a Permanent Officer at 30 June 1995, the Death Benefit and the Total and Permanent Disablement Benefit shall be increased by an amount determined from the following table:

Age at birthday coincident with or next following the date of death or Total and Permanent Disablement	Amount
41 or less	\$84,200
42 to 46	\$71,000
47 to 51	\$46,400
52 to 56	\$42,600
57 to 61	\$28,400
62 to 65	\$14,200
66 or more	Nil

DIVISION 4

Article 29

29 Application, Eligibility and Membership

29.1 APPLICATION

Division 4 of these Rules shall apply to such Members as are designated as being Division 4 Members and notified as such by the Company. Any reference to a Member in this Division 4 of the Rules shall be a reference to a Member designated as a Division 4 Member by the Company.

29.2 ELIGIBILITY AND MEMBERSHIP

Each Permanent Officer who ceased to be an eligible employee under the Superannuation Act 1976 when the Principal Company was privatised pursuant to the Qantas Sale Act 1992 and who does not become a Division 3A Member shall become a Division 4 Member from the date of ceasing to be an eligible employee under that Act.

Article 30

30 Company Contributions

- (a) Subject to the Statutory Requirements, the Company shall contribute to the Plan in respect of each Member from the date of membership of Division 4 (subject to Rule 2.12) until the Member ceases to be a Permanent Officer an amount equal to 3% of the Member's Superannuation Salary.
- (b) Subject to the Statutory Requirements, the Company shall contribute to the Plan in respect of each Member from the date of membership of Division 4 (subject to Rule 2.12) until the Member ceases to be a Permanent Officer, or as otherwise provided, such sum, in addition to the contributions payable by the Company under Rule 30(a), as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.
- (c) Subject to the Statutory Requirements, at any time and from time to time the Company may contribute an additional amount or additional amounts with respect to one or more Members either in the form of regular payments or one or more lump sum amounts. These payments will be credited to the Member's Company Account.

Article 31

31 Member Contributions

31.1 STANDARD CONTRIBUTION

- (a) Each Member shall contribute to the Plan whilst a Member of Division 4 prior to the Member's Superannuation Date, 5% of Superannuation Salary **provided that** a Member with a combined membership of the Commonwealth Superannuation Scheme and the Plan equal to 40 years may elect not to contribute under this Rule. Contributions made under this Rule 31.1(a) shall be credited to the Member Account maintained in respect of the Member.
- (b) Contributions otherwise payable by a Member under Rule 31.1(a) may instead be made by the Company by way of a Salary Sacrifice Arrangement subject to:
 - (i) the amount of contributions paid by the Company being the amount advised to the Company by the Actuary from time to time as being equal to the amount of contributions that would be payable by the Member under Rule 31.1(a) if the Salary Sacrifice Arrangement had not been entered into and after taking into account the difference in the tax treatment of those contributions when it is received by the Plan and any other matters that the Actuary is notified of by the Trustee (with the agreement of the Principal Company);
 - (ii) compliance by the Company and the Member with any conditions imposed on the arrangement by the Principal Company or the Trustee (with the agreement of the Principal Company); and
 - (iii) the arrangement being consistent with Statutory Requirements.
- (c) Contributions made by the Company as provided in Rule 31.1(b) shall extinguish the liability of a Member to contribute under Rule 31.1(a).

31.2 EXTRA CONTRIBUTIONS

- (a) A Member may, subject to Rules 31.2(c) to (f), elect to make additional contributions to the Plan. Such contributions are referred to as "Voluntary Contributions".
- (b) Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (c) Voluntary Contributions may be varied upon application by the Member to the Trustee at such time as the Trustee may allow. with Rule 31.2(d).
- (d) All Voluntary Contributions must be of an integral percentage of Superannuation Salary.
- (e) The Company shall deduct all Member Contributions from each payment of a Member's pay and remit the same to the Trustee.
- (f) Voluntary Contributions shall cease on the earlier of:
 - (i) the Member ceasing to be a Permanent Officer; or
 - (ii) such date as required by the Statutory Requirements.

31.3 SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

Notwithstanding Rules 31.1(a) and (b), and Rules 31.2(a) and (c) above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contributions to be paid by that Member or by the Company on behalf of the Member under Rule 31.1(b). In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

31.4 SURCHARGE OFFSET CONTRIBUTION

A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

31.5 SALARY SACRIFICED ADDITIONAL CONTRIBUTIONS

Salary Sacrificed Additional Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement, and subject to any such condition as the Principal Company may from time to time determine. Salary Sacrificed Additional Contributions made under this Rule 31.5 shall be credited to the Member's Salary Sacrifice Account.

31.6 FAMILY LAW OFFSET CONTRIBUTIONS

A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 32

32 Determination of Benefits

32.1A ACCRUED RETIREMENT BENEFIT

The Accrued Retirement Benefit shall be a pension equal to the difference between:

- (a) the pension which the Member would have received under Division 1 or 2 of Part V of the Superannuation Act 1976 if the Member remained an eligible employee under that Act and retired on or after attaining age 55; and
- (b) the Delayed Updated Pension under Division 3A of Part IX of the Superannuation Act 1976 which the Member is or would have been entitled to on that date if the Member chose to be subject to Division 3A of Part IX at the time of ceasing to be an eligible employee under that Act,

using, in each case, the Member's Superannuation Salary in substitution for salary under the Superannuation Act 1976 and assuming that the Member has commuted the Additional Pension under Division 3 of Part V of that Act.

32.1B ACCRUED BENEFIT MULTIPLE

For a Member of Division 4 a pension multiple as advised by the Actuary as representing the Accrued Retirement Benefit in accordance with the Relevant Family Law Requirements.

32.2 SUPPLEMENTARY BENEFIT

The Supplementary Benefit in respect of a Member shall be equal to the sum of the balances in that Member's:

- (a) Member Account;
- (b) Voluntary Contribution Account;
- (c) Productivity Account;
- (d) Company Account;
- (e) Salary Sacrifice Account;
- (f) Surcharge Account; and
- (g) Family Law Account.

32.3 RETIREMENT BENEFIT

If a Member retires on the Member's Retirement Date the Retirement Benefit will be a benefit equal to:

- (a) the Accrued Retirement Benefit; and
- (b) the Supplementary Benefit.

32.4 LATE RETIREMENT BENEFIT

If a Member retires after the Member's Superannuation Date the Late Retirement Benefit will be the benefit which the Member would have received under Rule 32.3 if the Member retired on the Superannuation Date, adjusted by such amount as the Trustee determines after obtaining the advice of the Actuary.

32.5 TOTAL AND PERMANENT DISABLEMENT BENEFIT

The Total and Permanent Disablement benefit in respect of a Member shall be a pension equal to the difference between:

- (a) the pension to which the Member would have been entitled under Division 4 of Part V of the Superannuation Act 1976 if the Member remained an eligible employee under that Act; and
- (b) the pension to which the Member is or would be entitled under Division 3A of Part IX of the Superannuation Act 1976 if the Member chose to be subject to Division 3A of Part IX at the time of ceasing to be an eligible employee under that Act,

using, in each case, the Member's Superannuation Salary in substitution for salary under the Superannuation Act 1976 and assuming that the Member made the election provided for in Section 68, 69, 71 or 72 of that Act,

plus the Supplementary Benefit.

In addition, a lump sum benefit equal to the Additional Total and Permanent Disablement Benefit (if any) shall be payable.

32.6 DEATH BENEFIT

- (a) The Death Benefit in respect of a Member with Dependants who dies in Employment with the Company or while in receipt of a pension under this Division 4 shall be a pension equal to the difference between:

- (i) the pension payable under Part VI of the Superannuation Act 1976; and
- (ii) the pension which is or would be payable under Division 3A of Part IX of the Superannuation Act 1976 if the Member chose to be subject to Division 3A of Part IX at the time of ceasing to be an eligible employee under that Act,

using, in each case, the Member's Superannuation Salary in substitution for salary under the Superannuation Act 1976 and assuming that an election had been made under Section 83, 84, 86, 87 or 92 of that Act,

PLUS, if the Member dies while in Employment, the Supplementary Benefit.

- (b) The Death Benefit in respect of a Member without Dependants is the Supplementary Benefit.
- (c) For the purposes of Rules 32.5 and 32.6(a) a Dependant shall mean the Member's spouse and eligible children, or partially dependent children under Part VI of the Superannuation Act 1976.
- (d) If the Member dies while in Employment, a lump sum benefit equal to the Additional Death Benefit (if any) shall also be payable.

32.7 RETRENCHMENT BENEFIT

- (a) The Retrenchment Benefit for Members below 55 years shall be a lump sum equal to:
 - (i) 3.5 x the balance of the Member Account of the Member;
 - (ii) the Member's Voluntary Contribution Account;
 - (iii) the Member's Productivity Account;
 - (iv) the Member's Company Account;
 - (v) the Member's Salary Sacrifice Account;
 - (vi) the Member's Surcharge Account; and
 - (vii) the Member's Family Law Account.
- (b) The Retrenchment Benefit for Members 55 years and above will be the Retirement Benefit pursuant to Rule 32.3.

32.8 RESIGNATION

- (a) The Withdrawal Benefit in respect of a Member is, at the choice of the Member, either:
 - (i) an immediate withdrawal benefit as described in paragraph (b) of this Rule; or
 - (ii) a deferred benefit as described in paragraph (c) of this Rule.
- (b) The immediate withdrawal benefit will be a lump sum equal to the Supplementary Benefit.
- (c) The deferred benefit will be a pension equal to the difference between:
 - (i) the standard CPI indexed pension which would have been payable to or in respect of the Member under Division 3 of Part IX of the Superannuation Act 1976 if the Member had remained an eligible employee under that Act until the date of resignation (assuming that since the date of ceasing to be an eligible employee the interest rate credited to member contributions is the Credited Interest Rate determined under Rule 7.4 of the Rules of the Plan); and
 - (ii) the Delayed Updated Pension under Division 3A of Part IX of the Superannuation Act 1976 which the Member is or would have been entitled to if the Member chose to be subject to Division 3A of Part IX of that Act at the time of ceasing to be an eligible employee, using the Member's Superannuation Salary in substitution for salary under that Act,and assuming, in each case, that the Member has commuted the Additional Pension under Division 3 of Part V of that Act,
plus the Supplementary Benefit.

32.9 ADJUSTMENT OF BENEFIT FOR TAX AND INTEREST

When determining the benefits to be paid under this Division and in calculating the benefits which are, or which are assumed to be paid, to a Member under the Superannuation Act 1976 the Trustee shall:

- (a) reduce the benefits to be paid under this Division to take account of the lower tax payable by a Member on a benefit paid from the Plan compared to the tax payable by a Member on a benefit paid from an unfunded arrangement, with the amount of the reduction being determined by a formula or method agreed between the Trustee and the Principal Company from time to time; and
- (b) where it is necessary to add interest to any benefit calculable or account held under the Superannuation Act 1976, use the Credited Interest Rate under Rule 7.4 of the Plan Rules with respect to any period after the Member became a Member of the Plan.

32.10 REFERENCES TO SUPERANNUATION ACT 1976

References to the Superannuation Act 1976 in this Division will, unless otherwise consented to by the Principal Company and the Trustee, be taken to be references to the provisions of that Act as in force on 1 July 1995.

32.11 PROVISION OF PENSIONS

In providing pensions under this Division the Trustee may, in its absolute discretion, make such arrangements as it deems necessary or convenient with respect to Members generally or with respect to any particular Member to provide such pensions outside of the Plan through the purchase of pensions or annuities from one or more providers of such pensions or annuities or through such other arrangements as the Trustee may decide.

32.12 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 4 are the Member Account, the Voluntary Contribution Account, the Productivity Account, the Company Account and the Salary Sacrifice Account.

32.13 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 4 are those made to the Voluntary Contribution Account and the Salary Sacrifice Account.

DIVISION 5

Article 33

33 Application, Eligibility and Membership

33.1 APPLICATION

Division 5 of these Rules shall apply to such Members as are designated as being Division 5 Members and notified as such by the Principal Company in writing. Any reference to a Member in this Division 5 of the Rules shall be a reference to a Member designated as a Division 5 Member by the Principal Company.

33.2 ELIGIBILITY AND MEMBERSHIP

Every Division 5 Transferring Officer and every person designated by the Principal Company as a Division 5 Member on joining the Plan shall become a Division 5 Member with effect from the following dates:

- (a) for a Division 5 Transferring Officer, 1 January 1999 or such other date as advised by the Principal Company at the time of transfer;
- (b) in all other cases from the date upon which the person becomes a Member.

Article 34

34 Company Contributions

- (a) Subject to the Statutory Requirements and Rule 34(b), the Company shall contribute to the Plan in respect of each Member of Division 5 from the date of membership of Division 5 (subject to Rule 2.12) until the Member ceases to be an Officer or as otherwise provided such amounts as are determined by the Company as the minimum contributions for the Member, being not less than the minimum amounts necessary to ensure that the Company is not liable to pay a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992. These contributions shall be paid into the Member's Company Account.
- (b) The Company shall contribute such amounts in addition to the contributions payable under Rule 34(a), as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

Article 35

35 Member Contributions

- (a) A Member may elect to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan of such amounts as the Member shall determine from time to time, subject to Rules 35(c) to (h). Such contributions and Shortfall Components are referred to as "Member Contributions".
- (b) Member Contributions shall be credited to the Member Account maintained in respect of the Member.
- (c) The amounts, frequency and form of Member Contributions shall be subject to such conditions as the Principal Company may from time to time determine.
- (d) Member Contributions may be varied upon application by the Member to the Trustee at such time as the Trustee may allow and subject to such conditions as the Principal Company may from time to time determine.
- (e) Member Contributions which are made on a regular basis may be made by deduction from a Member's pay or, with the Company's consent and subject to such conditions as the Principal Company may from time to time determine, by contribution by the Company in accordance with a Salary Sacrifice Arrangement.
- (f) Member Contributions which are made on a lump sum basis may be made by direct payment from the Member to the Trustee or by deduction from a Member's pay or, with the Company's consent and subject to such conditions as the Principal Company may from time to time determine, by contribution by the Company in accordance with a Salary Sacrifice Arrangement.
- (g) Member Contributions, other than any contributions paid directly by the Member to the Trustee, shall be remitted by the Company to the Trustee in such manner and at such times as agreed between the Company and the Trustee subject to the Statutory Requirements.
- (h) Member Contributions shall cease on the earlier of:
 - (i) the Member ceasing to be an Officer; or
 - (ii) such date as required by the Statutory Requirements.
- (i) A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.
- (j) A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 36

36 Determination of Benefits

36.1 BASIC BENEFIT

The Basic Benefit in respect of a Member shall be equal to the sum of balances in that Member's:

- (a) Member Account;
- (b) Company Account;
- (c) Rollover Account;
- (d) Surcharge Account; and
- (e) Family Law Account.

36.2 INSURANCE BENEFIT

The Insurance Benefit in respect of a Member who has not attained age 65 shall be equal to 15% of Salary for Insurance Purposes at the date of calculation for each year from the date of calculation to age 65 with part years counting pro-rata. The Insurance Benefit in respect of a Member who is age 65 or more shall be nil.

36.3 BENEFITS

- (a) Subject to Rule 2.3(b), the Retirement Benefit, Late Retirement Benefit and Withdrawal Benefit of a Member shall be a lump sum equal to the Basic Benefit **provided that** in exceptional cases of ill-health:
 - (i) where a Member suffers a terminal medical condition as defined in a Policy under which that Member is insured, the Trustee must increase the benefit otherwise payable by the amount received under the Policy; and
 - (ii) where a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or such other period as the Trustee considers appropriate, of the date of ceasing employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.
- (b) Subject to Rule 2.3(b), the Death Benefit and the Total and Permanent Disablement Benefit in respect of a Member who dies or becomes Totally and Permanently Disabled shall be a lump sum equal to the sum of:
 - (i) the Member's Basic Benefit; and
 - (ii) the Member's Insurance Benefit at the date of death or the date the Member became Totally and Permanently Disabled, as applicable; and
 - (iii) the Member's Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any).

36.4 DISABILITY BENEFIT

- (a) Subject to the Statutory Requirements the Disability Benefit shall be an annual pension (payable in instalments at monthly intervals or as determined by the Trustee) equal to seventy-five percent (75%) of the Member's Salary for Insurance Purposes reduced by:
 - (i) any FAR Benefits in respect of the Member; and
 - (ii) any Offsetting Amounts as determined by the Trustee in accordance with Rule 36.5.

- (b)
 - (i) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
 - (ii) The Disability Benefit will terminate in any event on the earliest of:
 - (A) the Member reaching the Superannuation Date;
 - (B) the Member's death;
 - (C) the Member becoming eligible to receive any other benefit under these Rules;
 - (D) the benefit having been paid for two consecutive years from the commencement of the benefit;
 - (E) in the case of an Officer on a fixed term contract, that date of cessation of the fixed term;
 - (F) in the case of a full-time Officer, the Member's return to permanent full-time duty;
 - (G) in the case of a part-time Officer, the Member's return to permanent part-time duty; and
 - (H) the Member ceasing to be Totally but Temporarily Disabled.

36.5 OFFSETTING AMOUNTS

- (a) Where a Member is entitled to a Disability Benefit the benefit otherwise payable shall be reduced by the total of the following amounts, such amounts being referred to as "Offsetting Amounts":
 - (i) any workers compensation payment;
 - (ii) any social security payment;
 - (iii) any payment under Loss of Licence Insurance;
 - (iv) any other income or lump sum payment from any source which the Trustee determines to be in respect of or arising out of the disability, including, but not restricted to, any compensation for personal injury, and any payment for loss of income due to injury or illness;
 - (v) any income from employment to the extent to which that income together with the Disability Benefit otherwise payable exceeds the Member's Salary for Insurance Purposes that would have been payable had the Member continued in Employment in the same classification as the Member was in immediately prior to commencing to receive a Disability Benefit;
 - (vi) any amounts which the Trustee considers may become payable under (i) to (v) inclusive above at a future date, but in relation to the period to which the Disability Benefit relates.
- (b) Where a Member is entitled to a Disability Benefit and one or more of the items under paragraph (a) above is in the form of a lump sum payment, the lump sum shall be converted to an equivalent income for the purpose of determining the Offsetting Amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.
- (c) Where the Trustee determines that a future income or lump sum benefit may become payable from a source which would otherwise require it to be treated as an Offsetting Amount in terms of paragraph (a), the Trustee may ignore that potential benefit subject to the Member providing an undertaking acceptable to the Trustee that the Member will reimburse the Trustee if such future benefit does in fact become payable.

36.6 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 5 are the Member Account, the Company Account and the Rollover Account.

36.7 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 5 are those made to the Member Account and the Company Account.

Article 37

37 Transfers to Division 5

37.1 SPECIAL CONDITIONS: DIVISION 5 TRANSFERRING OFFICERS

- (a) In accordance with Rule 33.2, a Division 5 Transferring Officer shall become a Member of Division 5.
- (b) A Division 5 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 36, but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Division 5 Transferring Officer:

Initial Account Balances

- (i) As at the date of transfer of a Division 5 Transferring Officer to Division 5 the initial value of the Member's Member Account in Division 5 shall be calculated as follows:
 - (A) for a Member who transfers from Division 1 an amount equal to the Member's Member Contribution Balance immediately prior to the transfer;
 - (B) for a Member who transfers from Division 2 an amount equal to the sum of the balances of the Member's:
 - (I) Member Account; and
 - (II) Member Extra Account,immediately prior to the transfer;
 - (C) for a Member who transfers from Division 3 an amount equal to the balance of the Member's Voluntary Contribution Account immediately prior to the transfer;
 - (D) for a Member who transfers from Division 3A an amount equal to the balance of the Member's Voluntary Contribution Account immediately prior to the transfer;
 - (E) for a Member who transfers from Division 4 an amount equal to the sum of the balances of the Member's:
 - (I) Member Account; and
 - (II) Voluntary Contribution Account,immediately prior to the transfer.
- (ii) As at the date of transfer of a Division 5 Transferring Officer to Division 5 the initial value of the Member's Rollover Account in Division 5 shall be calculated as follows:
 - (A) for a Member who transfers from Division 2 or Division 3 an amount equal to the balance of the Member's Rollover Account in the applicable Division immediately prior to the transfer;
 - (B) for a Member who transfers from any other Division - Nil.
- (iii) As at the date of transfer of a Division 5 Transferring Officer to Division 5 the initial value of the Member's Company Account in Division 5 shall be calculated as follows:
 - (A) for a Member who transfers from Division 1 an amount equal to the sum of:
 - (I) the balance of the Member's Productivity Account;
 - (II) the balance of the Member's Past Service Accumulation; and

- (III) the excess of the balance of the Member's Accumulation Credit over the Member Contribution Balance,
immediately prior to the transfer;
- (B) for a Member who transfers from Division 2, 3 or 3A an amount equal to the benefit that would have been payable to the Member had the member resigned from Employment at the date of transfer (irrespective of whether or not the Member is eligible to receive that benefit at the date of transfer) less the amounts credited to the Member Account and the Rollover Account, subject to the following conditions:
 - (I) the percentage in Rule 18.9 is taken to be 100%;
 - (II) the Division 3 Vesting Factor is taken to be one (1);
 - (III) BR is taken to be 18% for the purposes of Rule 23.9 and sub-Rules (xiii) and (xiv); and
 - (IV) in the case of a Member to whom Rule (xv) applied prior to transfer to Division 5, the initial value of the Company Account will be subject to a minimum amount determined by the Actuary to allow for the guarantee set out in Rule (xv) and for the method of determining the initial value of the Member's Company Account for other Division 5 Members;
- (C) for a Member who transfers from Division 4 an amount determined by the Actuary to be the lump sum value of the retirement benefit in respect of membership completed at the date of transfer, less the amounts credited to the Member Account and the Rollover Account.

Minimum Benefit on Death

- (iv) The Death Benefit in respect of a Division 5 Transferring Officer shall be subject to a minimum equal to the lump sum benefit that would have been payable under the Rules of the Division from which the Member transferred had the Member died on the day before the transfer, less any Additional Death Benefit that would have been payable on the day before the transfer and less any amounts transferred to another Approved Superannuation Arrangement or Division under Rule 8.8B, Rule 8.8C or Rule 8.8D assuming, where relevant, that the Member had one or more Dependants on that day (notwithstanding that the Member may have had no Dependants at any time).
- (v) The Total and Permanent Disablement Benefit in respect of a Division 5 Transferring Officer who transfers from Division 3 shall be subject to a minimum equal to the lump sum benefit that would have been payable had the Member ceased Employment as a result of Total and Permanent Disablement on the day before the transfer, less any Additional Total and Permanent Disablement Benefit that would have been payable on the day before the transfer and less any amounts transferred to another Approved Superannuation Arrangement or Division under Rule 8.8B, Rule 8.8C or Rule 8.8D.
- (vi) In the case of a Division 5 Transferring Officer to whom Rule (xviii) applied prior to transfer, the Total and Permanent Disablement Benefit shall be subject to a minimum equal to the amount determined under Rule (xviii)(A).

DIVISION 6

Article 38

38 Application, Eligibility and Membership

38.1 APPLICATION

Division 6 of these Rules shall apply to such Members as are designated as being Division 6 Members and notified as such by the Principal Company in writing. Any reference to a Member in this Division 6 of the Rules shall be a reference to a Member designated as a Division 6 Member by the Principal Company.

38.2 ELIGIBILITY AND MEMBERSHIP

Every Division 6 Transferring Officer and every person designated by the Principal Company as a Division 6 Member on joining the Plan shall become a Division 6 Member with effect from the following dates:

- (a) for a Division 6 Transferring Officer, 1 July 2002 or such other date as advised by the Principal Company at the time of transfer;
- (b) in all other cases from the date upon which the person becomes a Member.

Article 39

39 Company Contributions

- (a) Subject to the Statutory Requirements, Rule 2.12 and Rule 39(c), the Company shall contribute to the Plan in respect of each Member of Division 6 from the date of each Member becoming a Member of Division 6 until the Member ceases to be an Officer or as otherwise advised by the Company or Principal Company. The amount which the Company must contribute is the amount determined by the Company from time to time with respect to each Member, being not less than the minimum amounts necessary to ensure that the Company is not liable to pay a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992. These contributions, less tax, shall be paid into the Member's Company Account.
- (b) The Member's Company Account shall be debited with an amount advised by the Actuary as sufficient to provide the insurance benefit and by an amount representing the Member's share of the expenses of the Plan as determined by the Trustee.
- (c) Subject to the Statutory Requirements, at any time and from time to time the Company with the agreement of the Member or Members may contribute an additional amount or additional amounts with respect to one or more Members either in the form of regular payments or one or more lump sum amounts. These contributions shall be paid into the Member's Company Account.

Article 40

40 Member Contributions

- (a) A Member shall not be required to contribute to the Plan.
- (b) A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 40(d) to (i). Such contributions are referred to as "Member Contributions".
- (c) Member Contributions shall be credited to the Member Account maintained in respect of the Member.
- (d) Member contributions in accordance with Rule 40(b) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) All Member Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- (f) The Company shall deduct such contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- (g) Member contributions shall cease on the earlier of:
 - (i) the Member ceasing to be an Officer; or
 - (ii) such date as required by the Statutory Requirements.
- (h) Member Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement with the Company's consent, and subject to any such conditions as the Principal Company may from time to time determine. Such contributions shall be credited to the Member's Company Account.
- (i) A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.
- (j) A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 41

41 Determination of Benefits

41.1 BASIC BENEFIT

The Basic Benefit in respect of a Member shall be equal to the sum of balances in that Member's:

- (a) Member Account
- (b) Company Account;
- (c) Rollover Account;
- (d) Transfer Account;
- (e) Surcharge Account; and
- (f) Family Law Account.

41.2 INSURANCE BENEFIT

The Insurance Benefit in respect of a Member who has not attained age 65 shall be equal to 18% of Salary for Insurance Purposes at the date of calculation for each year from the date of calculation to age 65 (with complete months of future service counting as part years). The Insurance Benefit in respect of a Member who is age 65 or more shall be nil.

41.3 BENEFITS

- (a) Subject to Rule 2.3(b), the Retirement Benefit, Late Retirement Benefit and Withdrawal Benefit of a Member shall be a lump sum equal to the Basic Benefit **provided that** in exceptional cases of ill-health:
 - (i) where a Member suffers a terminal medical condition as defined in a Policy under which that Member is insured, the Trustee must increase the benefit otherwise payable by the amount received under the Policy; and
 - (ii) where a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or such other period as the Trustee considers appropriate, of the date of ceasing employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.
- (b) Subject to Rule 2.3(b), the Death Benefit and the Total and Permanent Disablement Benefit in respect of a Member who dies or becomes Totally and Permanently Disabled shall be a lump sum equal to the sum of:
 - (i) the Member's Basic Benefit; and
 - (ii) the Member's Insurance Benefit at the date of death or the date the Member became Totally and Permanently Disabled, as applicable; and
 - (iii) the Member's Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any),

provided that in respect of those Transferring Officer Members who transferred to Division 6 from another Division in the Plan the amount of the Death Benefit and the Total and Permanent Disablement Benefit will be not less than the amount of those respective benefit entitlements of that Transferring Officer Member in the previous Division on the day immediately prior to their transfer to Division 6, less any Additional Death Benefit or Additional Total and Permanent Disablement Benefit that would have been payable on the day immediately prior to their transfer to Division 6 and less any amounts transferred to another Approved Superannuation Arrangement or Division under Rule 8.8B, Rule 8.8C or Rule 8.8D.

41.4 DISABILITY BENEFIT

- (a) Subject to the Statutory Requirements the Disability Benefit shall be an annual pension (payable in instalments at monthly intervals or as determined by the Trustee) equal to seventy-five percent (75%) of the Member's Salary for Insurance Purposes reduced by any Offsetting Amounts as determined by the Trustee in accordance with Rule 41.5.
- (b)
 - (i) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
 - (ii) The Disability Benefit will terminate in any event on the earliest of:
 - (A) the Member reaching the Superannuation Date;
 - (B) the Member's death;
 - (C) the Member becoming eligible to receive any other benefit under these Rules;
 - (D) the benefit having been paid for two consecutive years from the commencement of the benefit;
 - (E) in the case of a full-time Officer, the Member's return to permanent full-time duty;
 - (F) in the case of a part-time Officer, the Member's return to permanent part-time duty; and
 - (G) the Member ceasing to be Totally but Temporarily Disabled.

41.5 OFFSETTING AMOUNTS

- (a) Where a Member is entitled to a Disability Benefit the benefit otherwise payable shall be reduced by the total of the following amounts, such amounts being referred to as "Offsetting Amounts":
 - (i) any workers compensation payment;
 - (ii) any social security payment;
 - (iii) any payment under Loss of Licence Insurance;
 - (iv) any other income or lump sum payment from any source which the Trustee determines to be in respect of or arising out of the disability, including, but not restricted to, any compensation for personal injury, and any payment for loss of income due to injury or illness;
 - (v) any income from employment to the extent to which that income together with the Disability Benefit otherwise payable exceeds the Member's Salary for Insurance Purposes that would have been payable had the Member continued in Employment in the same classification as the Member was in immediately prior to commencing to receive a Disability Benefit;
 - (vi) any amounts which the Trustee considers may become payable under (i) to (v) inclusive above at a future date, but in relation to the period to which the Disability Benefit relates.
- (b) Where a Member is entitled to a Disability Benefit and one or more of the items under paragraph (a) above is in the form of a lump sum payment, the lump sum shall be converted to an equivalent income for the purpose of determining the Offsetting Amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.

Where the Trustee determines that a future income or lump sum benefit may become payable from a source which would otherwise require it to be treated as an Offsetting Amount in terms of paragraph (a), the Trustee may ignore that potential benefit

subject to the Member providing an undertaking acceptable to the Trustee that the Member will reimburse the Trustee if such future benefit does in fact become payable.

41.6 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 6 are the Member Account, the Company Account, the Rollover Account and the Transfer Account.

41.7 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 6 are those made to the Member Account and the Company Account.

Article 42

42 Transfers to Division 6

42.1 SPECIAL CONDITIONS: DIVISION 6 TRANSFERRING OFFICERS

- (a) In accordance with Rule 38.2, a Division 6 Transferring Officer shall become a Member of Division 6.
- (b) A Division 6 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 41, but in calculating those benefits the Trustee shall take into account that at the date of transfer of a Division 6 Transferring Officer to Division 6, the initial value of the Member's Member, Company, Rollover, Transfer, Surcharge and Family Law Accounts in Division 6 shall be those amounts determined by the Principal Company.

DIVISION 7

Article 43

43 Application, Eligibility and Membership

43.1 APPLICATION

Division 7 of these Rules shall apply to such Members as are designated as being Division 7 Members and notified as such by the Principal Company in writing. Any reference to a Member in this Division 7 of the Rules shall be a reference to a Member designated as a Division 7 Member by the Principal Company.

43.2 ELIGIBILITY AND MEMBERSHIP

- (a) Every Division 7 Transferring Officer and every person designated by the Principal Company as a Division 7 Member on joining the Plan shall become a Division 7 Member with effect from the following dates:
 - (b) for a Division 7 Transferring Officer, the date as advised by the Principal Company at the time of transfer; or
 - (b) all other cases, from the date upon which the person becomes a Member.

Article 44

44 Company Contributions

- (a) Subject to the Statutory Requirements, Rule 2.12 and Rule 44(c), the Company shall contribute to the Plan in respect of each Member of Division 7 from the date of each Member becoming a Member of Division 7 until the Member ceases to be an Officer or as otherwise advised by the Company or Principal Company. The amount which the Company must contribute is the amount determined by the Company from time to time with respect to each Member, being not less than the minimum amounts necessary to ensure that the Company is not liable to pay a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992. These contributions, less tax, shall be paid into the Member's Company Account.
- (b) The Member's Company Account shall be debited with an amount advised by the Actuary as sufficient to provide the insurance benefit and by an amount representing the Member's share of the expenses of the Fund as determined by the Trustee.
- (c) Subject to the Statutory Requirements, at any time and from time to time the Company with the agreement of the Member or Members may contribute an additional amount or additional amounts with respect to one or more Members either in the form of regular payments or one or more lump sum amounts. These contributions shall be paid into the Member's Company Account.

Article 45

45 Member Contributions

- (a) A Member shall not be required to contribute to the Plan.
- (b) A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 45(d) to (i). Such contributions and Shortfall Components are referred to as "Voluntary Contributions".
- (c) Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (d) Member contributions in accordance with Rule 45(b) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) All Member Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- (f) The Company shall deduct such contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- (g) Member contributions shall cease on the earlier of:
 - (i) the Member ceasing to be an Officer; or
 - (ii) such date as required by the Statutory Requirements.
- (h) Voluntary Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement with the Company's consent, and subject to any such conditions as the Principal Company may from time to time determine. Such contributions shall be credited to the Member's Company Account.
- (i) A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account. Surcharge Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.
- (j) A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 46

46 Determination of Benefits

46.1 BASIC BENEFIT

The Basic Benefit in respect of a Member shall be equal to the sum of balances in that Member's:

- (a) Voluntary Contribution Account;
- (b) Company Account;
- (c) Rollover Account;
- (d) Transfer Account;
- (e) Surcharge Account; and
- (f) Family Law Account.

46.2 INSURANCE BENEFIT

The Insurance Benefit in respect of a Member who has not attained age 60 shall be equal to 18% of Salary for Insurance Purposes at the date of calculation for each year from the date of calculation to age 60 with part years counting pro-rata. The Insurance Benefit in respect of a Member who is age 60 or more shall be nil.

46.3 BENEFITS

- (a) Subject to Rule 2.3(b), the Retirement Benefit, Late Retirement Benefit and Withdrawal Benefit of a Member shall be a lump sum equal to the Basic Benefit **provided that** in exceptional cases of ill-health:
 - (i) where a Member suffers a terminal medical condition as defined in a Policy under which that Member is insured, the Trustee must increase the benefit otherwise payable by the amount received under the Policy; and
 - (ii) where a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or such other period as the Trustee considers appropriate, of the date of ceasing employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.
- (b) Subject to Rule 2.3(b), the Death Benefit and the Total and Permanent Disablement Benefit in respect of a Member who dies or becomes Totally and Permanently Disabled shall be a lump sum equal to the sum of:
 - (i) the Member's Basic Benefit; and
 - (ii) the Member's Insurance Benefit at the date of death or the date the Member became Totally and Permanently Disabled, as applicable; and
 - (iii) the Member's Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any).
- (c) Subject to Rule 2.3(b), the Disability Benefit in respect of a Member who becomes Totally but Temporarily Disabled is the amount (if any) that the Trustee receives from (or on behalf of) an insurer that issued a Policy that covers the Member in the event that they become Totally but Temporarily Disabled.

46.4 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 7 are the Voluntary Contribution Account, the Company Account, the Rollover Account and the Transfer Account.

46.5 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 7 are those made to the Voluntary Contribution Account and contributions made under Rule 44(c) or Rule 45(h) to the Company Account.

Article 47

47 Transfers to Division 7

47.1 SPECIAL CONDITIONS: DIVISION 7 TRANSFERRING OFFICERS

- (a) In accordance with Rule 43.2, a Division 7 Transferring Officer shall become a Member of Division 7.
- (b) A Division 7 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 46, but in calculating those benefits the Trustee shall take into account that at the date of transfer of a Division 7 Transferring Officer to Division 7, the initial value of the Member's Voluntary Contribution, Company, Rollover, Transfer, Surcharge and Family Law Accounts in Division 7 shall be those amounts determined by the Principal Company.

DIVISION 8

Article 48

48 Application, Eligibility and Membership

48.1 APPLICATION

Division 8 of these Rules shall apply to such Members as are designated as being Division 8 Members by the Trustee. Any reference to a Member in this Division 8 of the Rules shall be a reference to a Member designated as a Division 8 Member by the Trustee.

48.2 ELIGIBILITY AND MEMBERSHIP

Every Division 8 Transferring Officer shall become a Division 8 Member with effect from the date the Trustee designates the person a Division 8 Member.

Article 49

49 Member Contributions

- (a) A Member shall not be required to contribute to the Plan.
- (b) A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 49(d), 49(e) and 49(f). Such contributions and Shortfall Components are referred to as "Member Contributions".
- (c) Member Contributions shall be credited to the Retained Benefits Account maintained in respect of the Member.
- (d) Member contributions in accordance with Rule 49(b) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) Each Member Contribution, other than Shortfall Components, must be at least equal to such minimum amount as the Trustee determines from time to time either generally in relation to all or a group of Members or specifically in relation to a Member.
- (f) Member contributions shall cease at the date required by the Statutory Requirements.

Article 50

50 Determination of Benefits

50.1 RETAINED BENEFIT ACCOUNT

The Member's Retained Benefit Account shall:

- (a) be credited with an initial balance as determined by the Trustee on the date the Member becomes a Division 8 Member;
- (b) be credited with Member Contributions;
- (c) be credited (or debited) with interest at a rate equal to the Credited Interest Rate less a margin for expenses as determined by the Trustee from time to time;
- (d) be credited (or debited) with amounts in accordance with Rule 2.20;
- (e) be debited with taxes, including surcharge taxes, as appropriate;
- (f) be debited with an amount representing the Member's share of expenses of the Plan as determined by the Trustee;
- (g) be debited with any benefit payments to the Member or transfers to another Approved Superannuation Arrangement or Division; and
- (h) be debited with any payments to a Non-Member Spouse and/or fees and charges in respect of the Family Law Requirements.

50.2 BENEFIT ENTITLEMENT

- (a) The Member shall be entitled to the amount standing to the credit of the Member in their Retained Benefit Account from time to time, and
- (b) The Trustee may, at the request of the Member in a form approved by the Trustee, pay all or part of the Member's Retained Benefit Account to the Member subject to any minimum benefit payment amount and rules as to frequency of benefit payments as the Trustee determines from time to time either generally in relation to all or a group of Members or specifically in relation to a Member and subject to the preservation standards of the Statutory Requirements.

Subject to Rule 2.3(b) the Death Benefit in respect of a Member who dies shall be a lump sum equal to the amount standing to the credit of the Member in their Retained Benefit Account plus their Additional Death Benefit (if any).

Subject to Rule 2.3(b) the benefit in respect of a Member who becomes Totally and Permanently Disabled before their Superannuation Date shall be a lump sum equal to the amount standing to the credit of the Member in their Retained Benefit Account plus their Additional Total and Permanent Disablement Benefit (if any).

Article 51

51 Termination of Division 8 by the Trustee

The Trustee may at any time, and from time to time, do either or both of the following:

- (i) With the consent of the Principal Company, not accept a person, a group of persons as Division 8 Members or close Division 8 to new Members by not accepting any further persons as Division 8 Members;
- (ii) After informing the Principal Company, terminate the provisions of this Division 8 and distribute the assets equal to the balances of the Retained Benefit Accounts of Division 8 Members in such form and manner as the Trustee shall determine.

Article 52

52 Termination of Retained Benefits by the Company

The Principal Company may at any time give notice in writing to the Trustee for this Division 8 to be terminated, in which case the Trustee shall terminate Division 8 in accordance with the provisions of Rule 51 above.

DIVISION 9

Article 53

53 Application, Eligibility and Membership

53.1 APPLICATION

Division 9 of these Rules shall apply to such Members as are designated as being Division 9 Members by the Trustee. Any reference to a Member in this Division 9 of the Rules shall be a reference to a Member designated as a Division 9 Member by the Trustee.

53.2 ELIGIBILITY AND MEMBERSHIP

Every Division 9 Transferring Officer shall become a Division 9 Member with effect from the date the Trustee designates the person a Division 9 Member.

Article 54

54 Member Contributions

- (a) A Member shall not be required to contribute to the Plan.
- (b) A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 54(d), 54(e) and 54(f). Such contributions and Shortfall Components are referred to as "Member Contributions".
- (c) Member Contributions shall be credited to the Allocated Pension Account maintained in respect of the Member.
- (d) Member Contributions in accordance with Rule 54(b) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) Each Member Contribution, other than Shortfall Components, must be at least equal to such minimum amount as the Trustee determines from time to time either generally in relation to all or a group of Members or specifically in relation to a Member.
- (f) Member Contributions shall cease at the date required by the Statutory Requirements.

Article 55

55 Allocated Pension Benefits

55.1 ALLOCATED PENSION ACCOUNT

The Member's Allocated Pension Account shall:

- (a) Be credited with an initial balance as determined by the Trustee on the date the Member becomes a Division 9 Member;
- (b) Be credited with Member Contributions;
- (c) Be credited (or debited) with interest at a rate equal to the Credited Interest Rate as adjusted for investments tax on a basis determined by the Trustee less a margin for expenses as determined by the Trustee from time to time;
- (d) Be debited with taxes, including surcharge taxes, as appropriate;
- (e) Be debited with an amount representing the Member's share of expenses of the Plan as determined by the Trustee;
- (f) Be debited with any benefit payments to the Member or transfers to another Approved Superannuation Arrangement or Division; and
- (g) Be debited with any payments to a Non-Member Spouse and/or fees and charges in respect of the Family Law Requirements.

55.2 ALLOCATED PENSION

- (a) The Trustee must pay each Member a pension:
 - (i) Commencing on the date agreed between the Member and the Trustee which must be not later than necessary to comply with the Statutory Requirements, and
 - (ii) Terminating when the amount standing to the credit of the Member in their Allocated Pension Account reaches zero or any minimum balance as determined by the Trustee from time to time, either generally or in relation to a group of members or specifically in relation to a member.
- (b) The Trustee must pay the pension to the Member at the times and in the manner agreed between the Trustee and the Member.
- (c) A Member may change the frequency of the pension payments if:
 - (i) The change is approved by the Trustee; and
 - (ii) Is in a manner approved by the Trustee.
- (d) The Trustee may pay an irregular pension payment to a Member, if the Member requests or the Trustee otherwise determines.
- (e) If at any time a Member has not made a selection as to the frequency of the pension payment, the Trustee must pay the pension annually.
- (f) For so long as the pension is payable, the Trustee must ensure that at least one payment is made during each Financial Year, unless the Statutory Requirements permit otherwise.
- (g) For each Financial Year (or part of a Financial Year) the pension payments to a Member must not be:
 - (i) Larger than the maximum limits; nor
 - (ii) Smaller than the minimum limitsset out in the Statutory Requirements for pension benefits of the kind provided from the Plan under Rule 55.2.

- (h) At any time during a Financial Year a Member may select the level of pension payments to apply for the balance of the Financial Year. The selection must be in a manner approved by the Trustee.
- (i) If at any time during a Financial Year, no selection has been made for a pension for that year under Rule 55.2(h) and that pension was being paid in the previous Financial Year, the Trustee must either:
 - (i) Pay the pension for the current year calculated according to any existing agreement between the Trustee and the Member; or
 - (ii) If there is no agreement, continue to pay a pension at the level prevailing at the end of the previous Financial Year.

However, the Trustee may adjust the level up to the minimum or down to the maximum so as to comply with Rule 55.2(g).
- (j) If there is no existing agreement between the Trustee and the Member as to the pension level and Rule 55.2(i) does not apply, the Trustee must pay a pension at the minimum level required under Rule 55.2(g).
- (k) Subject to the Statutory Regulations, the whole or a part of any pension of a Member may be commuted by:
 - (i) The Member, if the Trustee approves; or
 - (ii) The Trustee, if the amount standing to the credit of the Member in their Allocated Pension Account falls below any minimum determined by the Trustee.
- (l) On a Member fully commuting the Member's pension, the Trustee must pay a lump sum benefit to the Member equal to the amount standing to the credit of the Member in their Allocated Pension Account after paying any minimum pension under Rule 55.2(g).
- (m) On a Member partly commuting a pension, the Trustee must pay a lump sum benefit to the Member equal to the amount commuted which must not exceed the amount standing to the credit of the Member in their Allocated Pension Account.
- (n) The Trustee may impose direct charges for variations in regular payments or commutations where the number of such variations exceeds a particular level as determined by the Trustee from time to time.

55.3 DEATH BENEFIT

Subject to Rule 2.3(b) the Death Benefit in respect of a Member who dies shall be a lump sum equal to the amount standing to the credit of the Member in their Allocated Pension Account.

Article 56

56 Termination of Division 9 by the Trustee

The Trustee may at any time, and from time to time, do either or both of the following:

- (i) With the consent of the Principal Company, not accept a person, a group of persons as Division 9 Members or close Division 9 to new Members by not accepting any further persons as Division 9 Members;
- (ii) After informing the Principal Company, terminate the provisions of this Division 9 and distribute the assets equal to the balances of the Allocated Pension Accounts of Division 9 Members to each of the Division 9 Members in such form and manner as the Trustee shall determine, in a manner that is consistent with the mechanism prescribed in Article 4.

Article 57

57 Termination of Division 9 by the Company

The Principal Company may at any time give notice in writing to the Trustee for this Division 9 to be terminated, in which case the Trustee shall terminate Division 9 in accordance with the provisions of Rule 56 above.

DIVISION 10

Article 58

58 Application, Eligibility and Membership

58.1 APPLICATION

Division 10 of these Rules shall apply to such Members as are designated as being Division 10 Members and notified as such by the Company in writing. Any reference to a Member in this Division 10 of the Rules shall be a reference to a Member designated as a Division 10 Member by the Company.

58.2 ELIGIBILITY AND MEMBERSHIP

Every Division 10 Transferring Officer and every person designated by the Company as a Division 10 Member on joining the Plan shall become a Division 10 Member with effect from the following dates:

- (a) for a Division 10 Transferring Officer, the date as advised by the Principal Company at the time of transfer; or
- (b) all other cases from the date upon which the person becomes a Member.

Article 59

59 Company Contributions

- (a) Subject to the Statutory Requirements, Rule 2.12 and Rule 59(c), the Company shall contribute to the Plan in respect of each Member of Division 10 from the date of each Member becoming a Member of Division 10 until the Member ceases to be an Officer, or otherwise as advised by the Company or Principal Company. The amount which the Company must contribute is a percentage of the Member's Salary per annum as the Company in its absolute discretion determines (either generally or in relation to a particular Member or category of Members) **provided that** the amount shall be not less than the minimum required to ensure that the Company is not liable to pay a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992. These contributions, less tax, shall be paid into the Member's Company Account.
- (b) The Member's Company Account shall be debited with an amount determined by the Trustee on the advice of the Actuary as sufficient to provide the insurance benefit and by an amount representing the Member's share of the expenses of the Fund as determined by the Trustee or a lesser amount as requested by the Company.
- (c) Subject to the Statutory Requirements, at any time and from time to time the Company shall be permitted to make additional contributions to the Plan in respect of Division 10 Members or a group of Division 10 Members, either in the form of regular payments or one or more lump sum amounts. These contributions shall be paid into the Member's Company Account.
- (d) The Company shall further contribute such amounts in addition to the contributions payable under Rules 59(a) and 59(c), as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

Article 60

60 Member Contributions

- (a) A Member shall not be required to contribute to the Plan.
- (b) A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 60(d) to (i). Such contributions and Shortfall Components are referred to as "Voluntary Contributions".
- (c) Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (d) Member contributions in accordance with Rule 60(b) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) All Member Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- (f) The Company shall deduct such contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- (g) Member contributions shall cease on the earlier of:
 - (i) the Member ceasing to be an Officer; or
 - (ii) such date as required by the Statutory Requirements.
- (h) Voluntary Contributions may be made by the Company in accordance with a Salary Sacrifice Arrangement with the Company's consent, and subject to any such conditions as the Principal Company may from time to time determine. Such contributions shall be credited to the Member's Company Account.
- (i) A Member may make a lump sum Surcharge Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Surcharge Account (if any) of the Member. Such Surcharge Offset Contribution must be credited to the Member's Surcharge Account.
- (j) A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 61

61 Determination of Benefits

61.1 BASIC BENEFIT

The Basic Benefit in respect of a Members shall be equal to the sum of balances in that Member's:

- (a) Voluntary Contribution Account;
- (b) Company Account;
- (c) Rollover Account;
- (d) Transfer Account;
- (e) Surcharge Account; and
- (f) Family Law Account.

61.2 INSURANCE BENEFIT

The Insurance Benefit in respect of a Member who has not attained age 60 shall be equal to 10% of Salary for Insurance Purposes at the date of calculation for each year from the date of calculation to age 60 with part years counting pro-rata. The Insurance Benefit in respect of a Member who is age 60 or more shall be nil.

61.3 BENEFITS

- (a) Subject to Rule 2.3(b), the Retirement Benefit, Late Retirement Benefit and Withdrawal Benefit of a Member shall be a lump sum equal to the Basic Benefit **provided that** in exceptional cases of ill-health:
 - (i) where a Member suffers a terminal medical condition as defined in a Policy under which that Member is insured, the Trustee must increase the benefit otherwise payable by the amount received under the Policy; and
 - (ii) where a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or such other period as the Trustee considers appropriate, of the date of ceasing employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.
- (b) Subject to Rule 2.3(b), the Death Benefit and the Total and Permanent Disablement Benefit in respect of a Member who dies or becomes Totally and Permanently Disabled shall be a lump sum equal to the sum of:
 - (i) the Member's Basic Benefit; and
 - (ii) the Member's Insurance Benefit at the date of death or the date the Member became Totally and Permanently Disabled, as applicable; and
 - (iii) the Member's Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any).
- (c) Subject to Rule 2.3(b), the Disability Benefit in respect of a Member who becomes Totally but Temporarily Disabled is the amount (if any) that the Trustee receives from (or on behalf of) an insurer that issued a Policy that covers the Member in the event that they become Totally but Temporarily Disabled.

61.4 UNRESTRICTED AND NON-PRESERVED ROLLOVER PAYMENTS

- (a) Subject to the terms of an investment made pursuant to Rule 2.20, a Division 10 Member shall, at any time during his or her membership as a Division 10 Member, be entitled to the sum of, or part thereof, any unrestricted and non-preserved payments

made to the Regional Airlines Superannuation Plan as Rollover Payments and which were credited to the Member or Employer Account in the Regional Airlines Superannuation Plan.

- (b) If a Division 10 Member elects to withdraw any amounts under Rule 61.4(a) such amount shall be debited from the Member or Company Account as appropriate.

61.5 SPECIAL BENEFITS

- (a) A Division 10 Transferring Officer who was subject to the Rules of Schedule 3 of the Trust Deed of the Regional Airlines Superannuation Plan immediately prior to 1 April 1996 shall be entitled to a Temporary Disablement Benefit on satisfaction of the conditions set out under Rule 61.5(b) and Rule 61.5(c) and the amount of the benefit shall be equal to the benefit payable under 61.5(d).
- (b) A Member referred to in Rule 61.5(a) who is absent from service for a continuous period as determined by the Company and agreed to by the Trustee but being not less than four weeks due to temporary disablement shall be entitled to receive a Temporary Disablement Benefit.
- (c) Where a Member referred to in Rule 61.5(a) is not acceptable at standard rates or where the amount payable is reduced for any reason under any Policy or equivalent that the Trustee may effect for the purposes of reinsuring any part of the Temporary Disablement Benefit, the amount of the Member's Temporary Disablement Benefit may be reduced by such amount as the Trustee considers appropriate after reference to the Actuary and the Trustee will advise the Company and if practical the relevant Member of the new amount.
- (d) The Temporary Disablement Benefit shall be a monthly income of such amount as shall be determined by the Trustee in its absolute discretion, but shall not exceed unless the Company and Trustee agree seventy-five percent of the Salary of the Member (expressed as a monthly amount) at the date of commencement of his temporary disablement and shall cease when one of the following occurs:
 - (i) the Member recovers;
 - (ii) the Member dies;
 - (iii) the Member is classified as being Totally and Permanently Disabled;
 - (iv) the Member retires; or
 - (v) the Members has received 24 instalments of income.

61.6 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 10 are the Voluntary Contribution Account, the Company Account, the Rollover Account and the Transfer Account.

61.7 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 10 are those made to the Voluntary Contribution Account and the contributions made under Rule 59(c) and Rule 60(h) to the Company Account.

Article 62

62 Transfer to Division 10

62.1 SPECIAL CONDITIONS: DIVISION 10 TRANSFERRING OFFICERS

- (a) In accordance with Rule 58.2, a Division 10 Transferring Officer shall become a Member of Division 10.
- (b) A Division 10 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 61, but in calculating those benefits the Trustee shall take into account that at the date of transfer of a Division 10 Transferring Officer to Division 10, the initial value of the Member's Voluntary Contribution, Company, Rollover, Transfer, Surcharge and Family Law Accounts in Division 10 shall be those amounts determined by the Principal Company.
- (c) Notwithstanding Rule 61.3 and Rule 62.1(b) the Principal Company may direct the Trustee in writing to vary the benefits provided from Division 10 for individual Division 10 Transferring Officer identified by the Principal Company, either with the written consent of the Division 10 Member, or in such a manner as to satisfy any successor fund requirements of the relevant Act applying to that Division 10 Transferring Officer. Should any such Division 10 Transferring Officer request to transfer monies in terms of Rule 8.8B or Rule 8.8C or Rule 8.8D, the Trustee shall allow such transfers to the extent permitted by the Act.
- (d) If at any time a Division 10 Transferring Officer who transferred from the Regional Airlines Superannuation Plan requests his or her membership to be transferred to another superannuation fund which is administered in compliance with the relevant Act, and the Member releases the Trustee from any further liability under the Plan, then provided the trustees of the other fund agree to accept such transfer the Trustee shall transfer to the trustees of the other fund such amount as the Trustee acting on the advice of the Actuary determines to be appropriate in the circumstances.
- (e) In the case of Division 10 members for whom the Principal Company has directed the Trustee in writing to vary the benefits provided from Division 10 in terms of part (c) of this Rule the Accrued Benefit Multiple shall be an amount determined by the Actuary in accordance with the Family Law Requirements.

Division 11

Article 63

63 Application, Eligibility and Membership

63.1 APPLICATION

Division 11 of these Rules shall apply to such Members as are designated as being Division 11 Members by the Trustee. Any reference to a Member in this Division 11 of the Rules shall be a reference to a Member designated as a Division 11 Member by the Trustee.

63.2 ELIGIBILITY AND MEMBERSHIP

- (a) On or after 1 June 2005, a Nominating Member may apply to the Trustee for a person or persons to become a Spouse Member or a Child Member. A Spouse Member or a Child Member shall become a Division 11 Member subject to the relevant Statutory Requirements and the approval of the Trustee in relation to an individual Spouse Member or Child Member or a group of Spouse Members or Child Members generally and upon the receipt by the Trustee of the appropriate application forms.
- (b) A Spouse Member or a Child Member will cease to be eligible for Membership of Division 11 when one of the following occurs:
 - (i) The Spouse Member, Child Member or Child Member Representative, as the circumstances require, provides notification in a form acceptable to the Trustee of the closure or transfer of their account to Division 8, Division 9 or another Approved Superannuation Arrangement;
 - (ii) The Nominating Member ceases to be a Member of the Plan;
 - (iii) The relationship between the Nominating Member and the Spouse Member or the Child Member changes in a manner that results in the Spouse Member or the Child Member no longer remaining eligible for Membership of Division 11; or
 - (iv) The death of the Division 11 Member.
- (c) In the event that a Spouse Member or a Child Member is employed by the Company, the Trustee may transfer the balance of their Spouse Member Account or the Child Member Account to their relevant Division in the Plan.

Article 64

64 Member Contributions

- (a) A Division 11 Member shall not be required to contribute to the Plan.
- (b) A Division 11 Member may nevertheless elect by notice to the Trustee to make contributions to the Plan, and may elect to have Shortfall Components paid to the Plan, of such amount or amounts as the Division 11 Member shall determine from time to time, subject to Rule 64(e) and (h) and the relevant Statutory Requirements. Such contributions and Shortfall Components are referred to as "Spouse Member Contributions" or "Child Member Contributions".
- (c) A Nominating Member may elect by notice to the Trustee to make contributions to the Plan in respect of the Spouse Member. All such contributions are referred to as "Spouse Member Contributions".
- (ca) A Nominating Member may elect by notice to the Trustee to have Split Eligible Contributions transferred to the Spouse Member Account.
- (d) A Nominating Member may elect by notice to the Trustee to make contributions to the Plan in respect of a Child Member. All such contributions are referred to as "Child Member Contributions".
- (e) A Division 11 Member may not have salary sacrifice contributions (including contributions under a Salary Sacrifice Arrangement) paid to the Plan on their behalf whilst they are a Division 11 Member.
- (f) Spouse Member Contributions and Split Eligible Contributions in respect of the Spouse Member shall be credited to the Spouse Member Account.
- (g) Child Member Contributions shall be credited to the Child Member Account.
- (h) Division 11 Member Contributions shall cease at the date required by the Statutory Requirements.

Article 65

65 Determination of Benefits

65.1 SPOUSE MEMBER ACCOUNT

A Spouse Member Account shall:

- (a) be credited with Spouse Member Contributions and Split Eligible Contributions in respect of the Spouse Member;
- (b) be credited (or debited) with interest at a rate equal to the Credited Interest Rate less a margin for expenses as determined by the Trustee from time to time;
- (c) be debited with taxes, including surcharge taxes, as appropriate;
- (d) be debited with an amount representing the Spouse Member's share of expenses of the Plan as determined by the Trustee;
- (e) be debited with any benefit payments to the Spouse Member or transfers to another Approved Superannuation Arrangement or Division; and
- (f) be debited with any payments to the Nominating Member or other eligible Non-Member Spouse and/or fees and charges in respect of the Family Law Requirements.

65.2 CHILD MEMBER ACCOUNT

A Child Member Account shall:

- (a) be credited with Child Member Contributions;
- (b) be credited (or debited) with interest at a rate equal to the Credited Interest Rate less a margin for expenses as determined by the Trustee from time to time;
- (c) be debited with taxes, including surcharge taxes, as appropriate;
- (d) be debited with an amount representing the Child Member's share of expenses of the Plan as determined by the Trustee;
- (e) be debited with any benefit payments to the Child Member or transfers to another Approved Superannuation Arrangement or Division; and
- (f) be debited with any payments to any eligible Non-Member Spouse and/or fees and charges in respect of the Family Law Requirements.

65.3 BENEFIT ENTITLEMENT

- (a) At any time a Division 11 Member shall be entitled to the amount standing to their credit upon request in a form acceptable to the Trustee.
- (b) On request by a Spouse Member or upon a Spouse Member ceasing to be a Spouse Member, the Trustee may, at the request of the Spouse Member in a form approved by the Trustee, transfer all the Spouse Member Account to Division 8, Division 9 or another Approved Superannuation Arrangement nominated by the Spouse Member or pay all or part of the Spouse Member Account to the Spouse Member subject to any minimum benefit payment amount and rules as to frequency of benefit payments as the Trustee determines from time to time, either generally in relation to all or a group of Members or specifically in relation to a Spouse Member, and subject to the preservation standards of the Statutory Requirements.
- (c) In the event that the Spouse Member ceases to be eligible to be a Spouse Member and no notification is provided to the Trustee, the Trustee may transfer the Spouse Member Account to Division 8 or another Approved Superannuation Arrangement, subject to any reasonable terms as the Trustee may apply and subject to the relevant Statutory Requirements.

- (d) On request by a Child Member or Child Member Representative, as the circumstances require, or upon a Child Member ceasing to be a Child Member, the Trustee may, at the request of the Child Member or Child Member Representative as the circumstances require, in a form approved by the Trustee, transfer all of the Child Member Account to Division 8, Division 9, or another Approved Superannuation Arrangement nominated by the Child Member or Child Member Representative, as the circumstances require, or pay all or part of the Child Member Account to the Child Member, subject to any minimum benefit payment amount and rules as to frequency of benefit payments as the Trustee determines from time to time, either generally in relation to all or a group of Members or specifically in relation to a Child Member, and subject to the preservation standards of the Statutory Requirements.
- (e) In the event that the Child Member ceases to be eligible to be a Child Member and no notification is provided to the Trustee, the Trustee may transfer the Child Member Account to Division 8 or to another Approved Superannuation Arrangement, subject to any reasonable terms as the Trustee may apply and subject to the relevant Statutory Requirements.
- (f) Subject to Rule 2.3(a) the Death Benefit in respect of a Child Member who dies shall be a lump sum equal to the amount standing to the credit of the Child Member in their Child Member Account.
- (g) Subject to Rule 2.3(a) the Death Benefit in respect of a Spouse Member who dies shall be a lump sum equal to the amount standing to the credit of the Spouse Member in their Spouse Member Account plus their Additional Death Benefit (if any).

Article 66

66 Termination of Division 11 by the Trustee

The Trustee may at any time, and from time to time, do either or both of the following:

- (a) With the consent of the Principal Company, not accept a person or a group of persons as Spouse Members or Child Members or close Division 11 to new Members by not accepting any further persons as Division 11 Members;
- (b) After informing the Principal Company, terminate Division 11 and distribute the assets equal to the balances of the Spouse Member Accounts and Child Member Accounts in such form and manner as the Trustee shall determine.

Article 67

67 Termination of Division 11 by the Company

- 67.1 The Principal Company may at any time give notice in writing to the Trustee for this Division 11 to be terminated, in which case the Trustee shall terminate Division 11 in accordance with the provisions of Rule 66 above.

DIVISION 12

Article 68

68 Application, Eligibility and Membership

68.1 APPLICATION

Division 12 of these Rules shall apply to such Members as are designated as being Division 12 Members and notified as such by the Company in writing. Any reference to a Member in this Division 12 of the Rules shall be a reference to a Member designated as a Division 12 Member by the Company.

68.2 ELIGIBILITY AND MEMBERSHIP

- (a) A Division 12 Member shall become a Division 12 Member with effect from 30 June 2005.
- (b) If a Member remains in the service of the Company after ceasing to be classified by the Company as a Flight Engineer, then Rule 71.16 shall apply.

68.3 DEFINITIONS APPLICABLE TO DIVISION 12 MEMBERS

Actual Earnings

Means the Annual Rate plus 10 per cent of the Annual Rate plus salary supplement and Loss of License Insurance allowance.

Annual Rate

Means the annual salary rate payable in accordance with Section 30 of the Airline Flight Engineer Officers' (Domestic Operations) Agreement 1985.

Benefit Salary

Means:

- (a) in the case of a Division 12 Member named by the Company as being classified as a Line Flight Engineer, the annual equivalent of the Guaranteed Minimum Salary plus 14 hours at the appropriate hourly rate for each month;
- (b) in the case of a Division 12 Member named by the Company as being classified as a Check Flight Engineer:
 - (i) in relation to the period of Service prior to 1 July 1990 or the date of becoming a Check Flight Engineer if later, the Annual Rate plus the annual equivalent of 14 hours at the appropriate Line Flight Engineer Officer's hourly rate for each month plus a percentage of the Annual Rate where such percentage (not greater than 10 per cent) is chosen so that the Benefit Salary does not exceed the Member's Actual Earnings subject to a minimum of the salary that was applicable to the Member as at 30 June 1988; and
 - (ii) in relation to the period of Service on or after 1 July 1990 or the date of becoming a Check Flight Engineer if later, the Annual Rate plus 10 per cent of the Annual Rate plus the annual equivalent of 14 hours at the appropriate Line Flight Engineer Officer's hourly rate for each month subject to a minimum of the salary that was applicable to the Member as at 30 June 1988;
- (c) in the case of any other Member, such amount as is agreed upon between the Company and the Member,

provided always that a Member has at least 1 or more Benefit Salaries applicable during the Member's Years of Membership.

Contribution Salary

Means:

- (a) in the case of a Division 12 Member named by the Company as being classified as a Line Flight Engineer, the annual equivalent of the Guaranteed Minimum Salary;
- (b) in the case of a Member named by the Company as being classified as a Check Flight Engineer:
 - (i) in relation to the period of membership prior to 1 July 1990 or the date of becoming a Check Flight Engineer if later, the Benefit Salary (as defined in sub-section (b)(i) of the definition of Benefit Salary) minus 14 hours at the Line Flight Engineer Officer's hourly rate for each month; and
 - (ii) in relation to the period of membership on or after 1 July 1990 or the date of becoming a Check Flight Engineer if later, the Benefit Salary (as defined in sub-section (b)(ii) of the definition of Benefit Salary) minus 14 hours at the Line Flight Engineer Officer's hourly rate for each month;
- (c) in the case of any other Member, such amount as is agreed upon between the Company and the Member.

Date of Commencement

Means the fifteenth day of December 1980, being the date on which the Australian Airlines Flight Engineers' Superannuation Plan is deemed to have commenced.

Final Average Salary

Means:

- (i) In the case of a Member classified by the Company as a Check Flight Engineer, the result of the following formula:
$$(YOS_1 \times FAS_1 + YOS_2 \times FAS_2) / \text{Years of membership}$$

Where:

YOS_1 = Years of Service prior to 1 July 1990 or the date of being classified as a Check Flight Engineer if later;

YOS_2 = Years of Service after 30 June 1990 or the date of being classified as a Check Flight Engineer if later;

FAS_1 = the average of the amounts of the Member's Benefit Salaries (calculated in accordance with Rule (b)(i) of the definition of Benefit Salary) within the 3 years prior to the date the Member ceased to be in the Service of the Company **provided that** if the Member has been in the Service of the Company for a period for less than 3 years, the average of the amounts shall be determined over such lesser period; and

FAS_2 = the average of the amounts of the Member's Benefit Salaries (calculated in accordance with Rule (b)(ii) of the definition of Benefit Salary) within the 3 years prior to the date the Member ceased to be in the Service of the Company **provided that** if the Member has been in the Service of the Company for a period of less than 3 years, the average of the amounts shall be determined over such lesser period; or
- (ii) In the case of any other Member, the average of the amounts of the Member's Benefit Salaries within the 3 years prior to the date the Member ceased to be in the Service of the Company **provided that** if the Member has been in the Service of the Company for a period of less than 3 years, the average of the amounts shall be determined over such lesser period.

General Plan

Means the Australian Airlines General Superannuation Plan established by a Trust Deed dated 15 December 1980.

Guaranteed Minimum Salary

Means the gross monthly amount payable in accordance with Section 30 of the Airline Flight Engineer Officers' (Domestic Operations) Agreement 1985 as varied from time to time.

Prior Service

Means for Members of the Australian Airlines Flight Engineers' Superannuation Plan:

- (a) who were classified by the Company as being in their permanent employ for the purposes of the Australian Airlines Flight Engineers' Superannuation Plan as at 1 August 1981;
- (b) who joined the Australian Airlines Flight Engineers' Superannuation Plan when first invited but not later than 31 October 1987;
- (c) who joined the Australian Airlines Flight Engineers' Superannuation Plan at least 2 years after joining the employ of the Company;
- (d) whose benefits from the Australian Airlines Flight Engineers' Superannuation Plan were not otherwise adjusted for either any employment with the Company prior to the date the Member joined the Australian Airlines Flight Engineers' Superannuation Plan or any amount transferred to the Plan in respect of such employment; and
- (e) who do not have any Years of Prior Membership,

the number of years including fractions of a year being complete months from the later of:

- (i) 2 years after the date the Member joined the employ of the Company; and
- (ii) 3 years prior to the date the Member became a Member of the Australian Airlines Flight Engineers' Superannuation Plan,

until the date the Member actually joined the Australian Airlines Flight Engineers' Superannuation Plan.

Prior Service Shortfall Amount

At the time of joining the Australian Airlines Flight Engineers' Superannuation Plan, a Member may pay to the Trustee an amount equal to 5 percent of his or her Contribution Salary for each year of Prior Service. The shortfall of any such amounts paid shall be known as the Prior Service Shortfall Amount.

Review Date

Means the Date of Commencement and the first day of July in other years or such other date as is determined by the Trustee to be applicable generally or in the case of a particular Member.

Service

Means continuous employment with the Company and for the purpose of this definition, employment shall not cease to be continuous only by reason of any circumstances which, for the purpose of the Plan, the Company regards as not resulting in a break in the continuity of the Officer's employment.

Total and Permanent Disablement

Means in respect of a Total and Permanent Disablement Benefit paid in accordance with the provisions of Rule 10.6:

- (a) Total and Permanent Disablement as defined in any Policy effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the insurer for the purposes of any Policy (being a Policy relating to more than one Member or a Policy relating to an individual Member) effected with the insurer in accordance with the Deed to provide benefits for Division 12 Members;

- (b) If at any time, there is no Policy as described in paragraph (a) above in force:
 - (i) the Member's incapacity to the extent of the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the loss of one limb and the sight of one eye; or
 - (ii) where the Trustee is satisfied that the Member has been continually absent from Service for a period of 6 months, the Trustee determines (after considering such medical or other evidence or advice as it may require from time to time) that the Member is unable and unlikely to ever again be able to undertake any form of remunerative work for which the Member is reasonable fitted by education or training or experience,
provided that the Trustee is satisfied that the illness or injury was not inflicted for the purpose of obtaining a benefit under the Plan; or
- (c) Such other incapacity as the Trustee and the Company in their absolute discretion and upon the production of such evidence as they may reasonably require determine to constitute Total and Permanent Disablement for the purposes of the Plan.

In respect of an Additional Total and Permanent Disablement Benefit paid in accordance with the provisions of Rule 10.10, Total and Permanent Disablement shall have the same meaning as is given to that term or a corresponding term contained in any Policy effected in respect of the Member by the Trustee.

Years of Membership

Means the number of years (including fractions of a year) being complete months from the date that the Division 12 Member joined the Australian Airlines Flight Engineers' Superannuation Plan to his or her Retirement Date or earlier date of cessation of Service (as the case may be) plus 1.24 years **provided that** any period during which the Member is temporarily absent from the Service of the Company shall, unless the Company otherwise determines or the relevant Statutory Requirements requires not be counted, **provided that** during any period of Membership that the Member has more than 1 Benefit Salary applicable, the relevant percentage of the Membership to the Years of Membership shall be utilised when calculating any benefit from the Plan.

Years of Prior Membership

Means the number of years (including fractions of a year) being complete months from the date the Member joined the General Plan to the date of joining the Australian Airlines Flight Engineers' Superannuation Plan.

Article 69

69 Company Contributions

- (a) Subject to the Statutory Requirements and Rule 2.12, the Company shall contribute to the Plan in respect of each Member of Division 12 from the date of each Member becoming a Member of Division 12 until the Member ceases to be a Permanent Officer, or as otherwise provided such sum as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.
- (b) Subject to the Statutory Requirements, at any time and from time to time, the Company may make additional contributions to the Plan in respect of an individual Division 12 Member or a group of Division 12 Members.

Article 70

70 Member Contributions

- (a) Division 12 Members are not required to contribute to the Plan whilst a Division 12 Member
- (b) A Member may elect, by notice to the Trustee, to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 70(d) to (h). Such contributions and Shortfall Components are referred to as "Voluntary Contributions".
- (c) Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- (d) Member Contributions in accordance with Rule 70(B) may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- (e) The Company shall deduct such contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- (f) Member Contributions shall cease on the earlier of:
 - (i) The Member ceasing to be an Officer; or
 - (ii) Such date as required by the Statutory Requirements.
- (g) Voluntary Contributions may be made by the Company in respect of a Member in accordance with a Salary Sacrifice Arrangement with that Member and subject to any such conditions as the Principal Company may from time to time determine. Such contributions shall be credited to the Member's Salary Sacrifice Account.
- (h) A Member may make a lump sum Family Law Offset Contribution at a time permitted by the Trustee of an amount not exceeding the debit balance of the Family Law Account (if any) of the Member. Such Family Law Offset Contribution must be credited to the Member's Family Law Account. Family Law Offset Contributions may be made in accordance with a Salary Sacrifice Arrangement with the Company's consent and subject to any conditions as the Principal Company may from time to time determine.

Article 71

71 Determination of Benefits

71.1 BASIC BENEFIT

The Basic Benefit in respect of a Member shall be equal to the sum of balances in that Member's:

- (a) Voluntary Contribution Account;
- (b) Salary Sacrifice Account;
- (c) Rollover Account;
- (d) Transfer Account;
- (e) Family Law Account,

less any Prior Service Shortfall Amount in respect of the Member.

71.2 ACCRUED RETIREMENT BENEFIT

The Accrued Retirement Benefit is an amount equal to:

- (a) 20 percent of the Member's Final Average Salary multiplied by the Member's Years of Membership; and
- (b) if the Member participated in the General Plan immediately prior to joining the Australian Airlines Flight Engineers' Superannuation Plan:
 - (i) 18% (or such rate that would apply to that part of the Member's Years of Prior Membership falling on or after the first day of July 1981 had the Member remained in the General Plan) of the Member's Final Average Salary multiplied by the part of the Member's Years of Prior Membership falling after 1 July 1981; and
 - (ii) 16²/₃% of the Member's Final Average Salary multiplied by that part of the Member's Years of Prior Membership falling prior to 1 July 1981.

In the event that a Member has more than 1 Benefit Salary during the Member's Years of Membership, the Accrued Retirement Benefit shall be the sum of the amounts calculated in accordance with Rule 71.2(b).

71.3 ACCRUED WITHDRAWAL BENEFIT

The Accrued Withdrawal Benefit is an amount equal to the lesser of:

- (a) the Accrued Retirement Benefit; and
- (b) a percentage of the Division 12 Member's Final Average Salary multiplied by the Member's Years of Membership plus Years of Prior Membership, where the percentage is determined from the following table:

Years of Membership plus Years of Prior Membership	Percentage
0 to 1 years	7.5%
1 to 2 years	8.0%
2 to 3 years	8.5%
3 to 4 years	9.0%
4 to 5 years	9.5%
5 to 6 years	10.0%
6 to 7 years	11.0%
7 to 8 years	12.0%
8 to 9 years	13.0%

Years of Membership plus Years of Prior Membership	Percentage
9 to 10 years	14.0%
10 to 11 years	15.0%
11 to 12 years	16.0%
12 to 13 years	17.0%
13 to 14 years	18.0%
14 to 15 years	19.0%
15 or more years	20.0%

In the event that a Member has more than 1 Benefit Salary during the Member's Years of Membership, the Accrued Withdrawal Benefit shall be the sum of the amounts calculated in accordance with Rule 71.3(b).

71.4 ACCRUED BENEFIT MULTIPLE

The Accrued Benefit Multiple is equal to the Accrued Retirement Benefit or the Accrued Withdrawal Benefit (as the case may be) divided by Final Average Salary.

71.5 ACCRUED BENEFIT

The Accrued Benefit is the Member's Accrued Retirement Benefit calculated in the manner set out in Rule 71.2 as if the Member retired on the date of the event giving rise to the calculation of the Member's Accrued Benefit.

71.6 INSURANCE BENEFIT

The Insurance Benefit, in respect of a Member who has not attained age 65, shall be the sum of:

- (a) the Accrued Retirement Benefit calculated as if the Member had remained in the Service of the Company to age 65 with Final Average Salary equal to that determined at the date of the event giving rise to the calculation of the Insurance Benefit; and
- (b) the Additional Death Benefit or Additional Total and Permanent Disablement Benefit (if any).

71.7 RETIREMENT BENEFIT

The Retirement Benefit shall be a lump sum equal to the sum of:

- (a) the Accrued Retirement Benefit; and
- (b) the Basic Benefit

71.8 LATE RETIREMENT BENEFIT

The Late Retirement Benefit shall be a lump sum benefit equal to the Retirement Benefit determined as at the Member's Superannuation Date together with any further contributions under these Rules (including contributions required to satisfy minimum benefits under Rule 2.16) and credited (or debited) with interest at the Credited Interest Rate and debited with taxes as appropriate.

71.9 DEATH BENEFIT

The Death Benefit in respect of a Member who dies shall be a lump sum equal to the sum of:

- (a) the Insurance Benefit; and
- (b) the Basic Benefit.

71.10 TOTAL AND PERMANENT DISABILITY BENEFIT

The Total and Permanent Disability Benefit in respect of a Member who becomes Totally and Permanently Disabled shall be a lump sum equal to the sum of:

- (a) The Insurance Benefit; and
- (b) The Basic Benefit,

provided that while the Member is still in the employ of the Company payment shall not be made under this Rule except for the maintenance for support of the Member or the Member's Dependants and for the purpose of relieving hardship and **providing further** that if the Member dies before the whole of the benefit payable in respect of the Member has been paid or applied in accordance with the Rule, the benefit payable or the balance thereof (as the case may be) shall be paid to the persons in the manner referred in Rule 9.1 and Rule 9.1A.

71.11 RETRENCHMENT BENEFIT

The Retrenchment Benefit in respect of a Member shall be a lump sum equal to the sum of:

- (a) the Accrued Benefit; and
- (b) the Basic Benefit

71.12 ILL-HEALTH BENEFIT

The Ill-Health Benefit in respect of a Member shall be a lump sum equal to the sum of:

- (a) the Accrued Benefit;
- (b) the Basic Benefit; and
- (c) a proportion of the excess of the Insurance Benefit over the Accrued Benefit, where the proportion shall be calculated as:
 - (i) $\frac{1}{3}$ where Service at the date of Ill-Health is 10 years or less;
 - (ii) $\frac{1}{2}$ where eService at the date of Ill-Health is more than 10 years but 20 years or less; or
 - (iii) $\frac{2}{3}$ where Service at the date of Ill-Health is more than 20 years.

71.13 WITHDRAWAL BENEFIT

The Withdrawal Benefit in respect of a Member shall be a lump sum equal to the sum of:

- (a) the Accrued Withdrawal Benefit;
- (b) the Basic Benefit

71.14 PAYMENT OF BENEFITS FOR DIVISION 12 MEMBERS

The benefits payable in terms of Rules 71.11, 71.12 and 71.13 shall be paid to the Member either as a lump sum or in such other manner as the Trustee and Member agree. Without limiting the generality of the terms of this Division, the whole or part of the benefit payable may be utilised by the Trustee to provide for the payment of an annuity to the Member on such terms as the Trustee and Member agree.

71.15 MEMBER RELOCATED TO ANOTHER POSITION

In the event that a Member is relocated to another position with the Company but still remains classified as a Flight Engineer and as a result, incurs a reduction in his remuneration, the contributions and benefits payable in terms of the Rules in respect of that Member shall be adjusted in such manner as the Trustee may determine after considering such advice as they may require **provided that** the Member may within one month of such reduction elect by notice in writing to the Company for the purpose of calculating contributions and benefits under the Plan, his Contribution Salary and Benefit Salary shall be deemed to be those which would have applied had he not been relocated.

71.16 MEMBER CEASING TO BE CLASSIFIED AS A FLIGHT ENGINEER

- (a) If a Member remains in the Service of the Company after ceasing to be classified as a Flight Engineer, the Member shall cease contributions to Division 12 and become eligible to a benefit under the Plan determined in accordance with Rule 71.7, 71.11, 71.12 or 71.13 (as the case may be) and calculated as if the Member had ceased to be in the Service of the Company at the date of the Member ceasing to be classified as a Flight Engineer. The amount so determined may be transferred to another Division of the Plan or retained in Division 12 accumulating compound interest at the Credited Interest Rate on each subsequent Review Date and on the date that the Member ceases to be in the Service of the Company.
- (b) If the Member elects to retain his or her benefit in Division 12, then the rate of interest for each Review Period shall be calculated as the greater of 10 percent per annum (or such other rate as is determined by the Trustee after considering such advice as it may require taking into account the rate available at the Review Date under Australian Savings Bonds or similar Australian Government Securities) and at the Credited Interest Rate.
- (c) Upon the Member ceasing to be in the Service of the Company the amount standing to the credit of the Member shall become payable as specified in Rule 71.14.

71.17 DIVISION 12 MEMBER TRANSFERRING TO DIVISION 6

At the invitation of the Principal Company and on terms offered by the Principal Company, a Member may elect to transfer to Division 6, in which case the Division 12 Member shall become a Division 6 Transferring Officer from the date agreed between the Principal Company and the Member.

71.18 PORTABILITY ELIGIBLE ACCOUNTS

The Portability Eligible Accounts in Division 12 are the Voluntary Contribution Account, the Salary Sacrifice Account, the Rollover Account and the Transfer Account.

71.19 SPLIT ELIGIBLE CONTRIBUTIONS

The Split Eligible Contributions in Division 12 are those made to the Voluntary Contribution Account and the Salary Sacrifice Account.

DIVISION 13

Article 72

There is no provision for Division 13.

DIVISION 14

Article 73

73 Application, Eligibility and Membership

73.1 APPLICATION

Division 14 of these Rules shall apply to such Members as are designated as being Division 14 Members by the Trustee. Any reference to a Member in this Division 14 of the Rules shall be a reference to a Member designated as a Division 14 Member by the Trustee.

73.2 ELIGIBILITY AND MEMBERSHIP

Every New Division 14 Transferring Officer shall become a Division 14 Member with effect from the date the Trustee designates the person a Division 14 Member.

Article 74

74 Contributions and Transfers

- (a) A Member may not contribute to Division 14 of the Plan.
- (b) A Member may transfer amounts to Division 14 in accordance with Rule 8.8D. Such amounts transferred shall be credited to the Transition to Retirement Account maintained in respect of the Member.

Article 75

75 Transition to Retirement Benefits

75.1 THE MEMBER'S TRANSITION TO RETIREMENT ACCOUNT SHALL:

- (a) Be credited with an initial balance as requested by the Member and agreed by the Trustee on the date the Member becomes a Division 14 Member;
- (b) Be credited (or debited) with interest at a rate equal to the Credited Interest Rate as adjusted for investments tax on a basis determined by the Trustee less a margin for expenses as determined by the Trustee from time to time;
- (c) Be debited with taxes, including surcharge taxes, as appropriate;
- (d) Be debited with an amount representing the Member's share of expenses of the Plan as determined by the Trustee, and expenses for variations in regular payments or commutations where the number of such variations exceeds a particular level as determined by the Trustee from time to time;
- (e) Be debited with any benefit payments to the Member or transfers to another Approved Superannuation Arrangement or Division; and
- (f) Be debited with any payments to a Non-Member Spouse and/or fees and charges in respect of the Family Law Requirements.

75.2 TRANSITION TO RETIREMENT PENSION

- (a) The Trustee must pay each Member a pension:
 - (i) commencing on the date agreed between the Member and the Trustee which must be not later than necessary to comply with the Statutory Requirements applying to the payment of transition to retirement pensions, and
 - (ii) terminating when the amount standing to the credit of the Member in their Transition to Retirement Account reaches zero or any minimum balance as determined by the Trustee from time to time, either generally or in relation to a group of Members or specifically in relation to a Member.
- (b) The Trustee must pay the pension to the Member at the times and in the manner agreed between the Trustee and the Member.
- (c) A Member may change the frequency of the pension payments if:
 - (i) the change is approved by the Trustee; and
 - (ii) is in a manner approved by the Trustee.
- (d) The Trustee may pay an irregular pension payment to a Member, if the Member requests or the Trustee otherwise determines.
- (e) If at any time a Member has not made a selection as to the frequency of the pension payment, the Trustee must pay the pension at least annually.
- (f) For so long as the pension is payable, the Trustee must ensure that at least one payment is made during each Financial Year, unless the Statutory Requirements permit otherwise.
- (g) For each Financial Year (or part of a Financial Year) the pension payments to a Member must not be:
 - (i) larger than the maximum limits; nor
 - (ii) smaller than the minimum limits,

set out in the Statutory Requirements for pension benefits of the kind provided from the Plan under Rule 75.2.

- (h) At any time during a Financial Year a Member may select the level of pension payments to apply for the balance of the Financial Year. The selection must be in a manner approved by the Trustee.
- (i) If at any time during a Financial Year, no selection has been made for a pension for that year under Rule 75.2(h) and that pension was being paid in the previous Financial Year, the Trustee must either;
 - (i) Pay the pension for the current year calculated according to any existing agreement between the Trustee and the Member; or
 - (ii) If there is no agreement, continue to pay a pension at the level prevailing at the end of the previous Financial Year.

However, the Trustee may adjust the level up to the minimum or down to the maximum so as to comply with Rule 75.2(g).

- (j) If there is no existing agreement between the Trustee and the Member as to the pension level and Rule 75.2(i) does not apply, the Trustee must pay a pension at the minimum level required under Rule 75.2(g).
- (k) Subject to the Statutory Requirements, the whole or a part of any pension of a Member may be commuted by:
 - (i) the Member, if the Trustee approves; or
 - (ii) the Trustee, if the amount standing to the credit of the Member in their Transition to Retirement Account falls below any minimum determined by the Trustee.
- (l) On a Member fully commuting the Member's pension, the Trustee must pay a lump sum benefit to the Member (in the circumstances permitted by the Statutory Requirements) or transfer an amount to another Division of the Plan or another Approved Superannuation Arrangement equal to the amount standing to the credit of the Member in their Transition to Retirement Account after paying any minimum pension amount calculated under Rule 75.2(g).
- (m) On a Member partly commuting the Member's pension, the Trustee must pay a lump sum benefit to the Member (in the circumstances permitted by the Statutory Requirements) or transfer an amount to another Division of the Plan or another Approved Superannuation Arrangement equal to the amount commuted which must not exceed the amount standing to the credit of the Member in their Transition to Retirement Account. The Member's Transition to Retirement Account balance, immediately after the commutation, must be equal to or greater than the minimum pension amount calculated under Rule 75.2(g), as reduced by the amount of payments to the Member already made in the financial year in which the commutation occurs.
- (n) The capital value of the Member's pension and the income from it cannot be used as security for a borrowing.
- (o) The capital supporting the pension cannot be added to by way of a contribution or rollover after the pension has commenced.

75.3 DEATH BENEFIT

Subject to Rule 2.3(b) the Death Benefit in respect of a Member who dies shall be a lump sum equal to the amount standing to the credit of the Member in their Transition to Retirement Account.

Article 76

76 Termination of Division 14 by the Trustee

The Trustee may at any time, and from time to time, do either or both of the following:

- (a) with the consent of the Principal Company, no accept a person, a group of persons as Division 14 Members or close Division 14 to new Members by not accepting any further persons as Division 14 Members;
- (b) after informing the Principal Company, terminate the provisions of this Division 14 and distribute the assets equal to the balances of the Transition to Retirement Accounts of Division 14 Members to each of the Division 14 Members in such form and manner as the Trustee shall determine, in a manner that is consistent with the mechanism prescribed in Article 4.

Article 77

77 Termination of Division 14 by the Company

The Principal Company may at any time give notice in writing to the Trustee for this Division 14 to be terminated, in which case the Trustee shall terminate Division 14 in accordance with the provisions of Rule 76 above.

Schedule 1: Insured Benefit

The Insured Benefit is determined at the date that any change in Superannuation Salary is recognised for contribution purposes, as follows:

- (a) New Member by reference to the age next birthday of the Member, the Superannuation Date of the Member and the rates set out in Schedule 2.
- (b) Existing Member (i.e. a Member for whom the Insured Benefit has been previously determined) by increasing the Insured Benefit for the previous year by two percent except during the ten years prior to the Superannuation Date (or as may otherwise be agreed between the Company and the Trustee from time to time).
- (c) **Provided that** if the periodical contribution by the Member and Company in respect of any Existing Member is greater or less than the corresponding contribution in respect of that Member at the determination of the Insured Benefit in the previous year, then the Insured Benefit is ascertained as follows:
 - (i) The increase or decrease in the fortnightly contribution is applied according to Schedule 2 to determine an increase or decrease in the Insured Benefit.
 - (ii) That increase or decrease in the Insured Benefit is added to or subtracted from the amount determined at (b).

In the event of a decrease in the periodical contribution, the Principal Company may specify that the Insured Benefit will not decrease or will decrease by a lesser amount than that specified in the previous paragraph.

- (d) Provided further that in respect of an Existing Member, if the Member's Superannuation Date is changed from one year to the next, then the Insured Benefit will be calculated on a basis deemed appropriate by the Trustee after considering the advice of the Actuary.
- (e) If the rate of contribution payable by or in respect of a Member is increased at a date other than the annual date at which the Insured Benefit is determined, then the Insured Benefit will be increased by applying the increase in contribution according to Schedule 2.
- (f) Provided always that the Trustee may at the request of the Company vary the Insured Benefit in respect of any Member not regarded by the Company as a first class risk, by reducing the Insured Benefit in accordance with the substandard medical reduction table specified by the Principal Company from time to time.
- (g) **Provided that** if a lump sum payment is made to increase the Member's Accumulated Credit, the Insured Benefit may, at the request of the Company, be increased by an appropriate amount.

Schedule 2: Superannuation Date: 50th Birthday

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
16	538	16	1,166
17	520	17	1,127
18	501	18	1,087
19	483	19	1,048
20	466	20	1,010
21	448	21	972
22	431	22	934
23	414	23	897
24	397	24	860
25	380	25	824
26	363	26	788
27	347	27	752
28	331	28	717
29	315	29	682
30	299	30	648
31	283	31	614
32	268	32	581
33	253	33	548
34	238	34	516
35	223	35	484
36	208	36	452
37	194	37	421
38	180	38	390
39	167	39	362
40	154	40	334
41	141	41	306
42	126	42	273
43	109	43	236
44	94	44	204
45	80	45	173
46	65	46	141
47	51	47	111
48	38	48	82
49	25	49	54
50	12	50	26

When using the above Table the age taken will be the age next birthday at the date of determination of the Insured Benefit or increase in the Insured Benefit.

For the purposes of this schedule, contributions include all contributions by or on behalf of the Member, excluding contributions in terms of Rule 12.1(a)(A).

Schedule 2: Superannuation Date: 55th Birthday

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
16	633	16	1,372
17	613	17	1,330
18	594	18	1,288
19	575	19	1,247
20	556	20	1,207
21	538	21	1,166
22	520	22	1,127
23	501	23	1,087
24	483	24	1,048
25	466	25	1,010
26	448	26	972
27	431	27	934
28	414	28	897
29	397	29	860
30	380	30	824
31	363	31	788
32	347	32	752
33	331	33	717
34	315	34	682
35	299	35	648
36	283	36	614
37	268	37	581
38	253	38	548
39	238	39	516
40	238	40	516
41	223	41	484
42	194	42	421
43	180	43	390
44	167	44	362
45	154	45	334
46	141	46	306
47	126	47	273
48	109	48	236
49	94	49	204
50	80	50	173
51	65	51	141
52	51	52	111
53	38	53	82
54	25	54	54
55	12	55	26

When using the above Table the age taken will be the age next birthday at the date of determination of the Insured Benefit or increase in the Insured Benefit.

For the purposes of this schedule, contributions include all contributions by or on behalf of the Member, excluding contributions in terms of Rule 12.1(a)(A).

Schedule 2: Superannuation Date: 60th Birthday

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
16	732	16	1,587
17	712	17	1,543
18	692	18	1,500
19	692	19	1,457
20	652	20	1,414
21	633	21	1,372
22	613	22	1,330
23	594	23	1,288
24	575	24	1,247
25	556	25	1,207
26	538	26	1,166
27	520	27	1,127
28	501	28	1,087
29	483	29	1,048
30	466	30	1,010
31	448	31	972
32	431	32	934
33	414	33	897
34	397	34	860
35	380	35	824
36	363	36	788
37	347	37	752
38	331	38	717
39	315	39	682
40	299	40	648
41	283	41	614
42	268	42	581
43	253	43	548
44	238	44	516
45	223	45	484
46	208	46	452
47	194	47	421
48	180	48	390
49	167	49	362
50	154	50	334
51	141	51	306
52	126	52	273
53	109	53	236
54	94	54	204
55	80	55	173
56	65	56	141
57	51	57	111
58	38	58	82
59	25	59	54
60	12	60	26

When using the above Table the age taken will be the age next birthday at the date of determination of the Insured Benefit or increase in the Insured Benefit.

For the purposes of this schedule, contributions include all contributions by or on behalf of the Member, excluding contributions in terms of Rule 12.1(a)(A).

Schedule 3: Past Service Sum Insured

The Past Service Sum Insured in respect of a deceased Member is determined as follows:

- (i) In the case of a Member of Section A of the Plan with less than 5 years' Credited Service 50% of the Insured Benefit
- (ii) In the case of a Member of Section B of the Plan with less than 2 years' Credited Service 75% of the Insured Benefit
- (iii) In other cases: The Past Service Accumulation multiplied by the factor obtained from Schedule 4.

Schedule 4: Factors for Past Service Sum Insured

N	Factor	N	Factor
0	1.00000		
1	1.04000	31	2.24356
2	1.08160	32	2.28842
3	1.12486	33	2.33419
4	1.16986	33	2.38088
5	1.21665	35	2.42850
6	1.26532	36	2.47706
7	1.31593	37	2.52661
8	1.36857	38	2.57713
9	1.42331	39	2.62867
10	1.48024	40	2.68125
11	1.50984	41	2.73488
12	1.54004	42	2.78957
13	1.57085	43	2.84536
14	1.60226	44	2.90228
15	1.63430	45	2.96032
16	1.66699	46	3.01953
17	1.70034	47	3.07991
18	1.73434	48	3.14151
19	1.76902	49	3.20433
20	1.80440	50	3.26843
21	1.84049	51	3.33380
22	1.87730	52	3.40047
23	1.91485	53	3.46848
24	1.95315	54	3.53785
25	1.99221	55	3.60860
26	2.03206	56	3.68078
27	2.07269	57	3.75439
28	2.11415	58	3.82948
29	2.15643	59	3.90606
30	2.19956		

Note

- (i) N is the term in years remaining to the Superannuation Date.
- (ii) The required factor is obtained by interpolating between the above factors according to the actual term to the Superannuation Date, measured in Years and Complete Months.

Schedule 5: [Intentionally blank]

Schedule 6: Vesting Scale for Withdrawal Benefits prior to introduction of Improved Old Benefits

Section 1	Section 2	Section 3	
(i) for a male Member of Ground Staff, or	(i) for a female member of Ground Staff appointed as an Officer on or after 1 st July 1968, but prior to 1 st October, 1974	(i) for a female Member of Ground Staff appointed as an Officer prior to 1 st July, 1968	
(ii) for a female Member of Ground Staff appointed as an Officer on or after 1 st October, 1974	(ii) for a male Flight Attendant or	(ii) for a female Flight Attendant appointed prior to 1 st October, 1974 or	
	(iii) for a Member of Technical Aircrew who becomes so classified on or after 1 st July 1968, or	(iii) for a Member of Technical Aircrew so classified prior to 1 st July, 1968	
	(iv) for a female Flight Attendant appointed on or after 1 st October, 1974.		
after 10 years Credited Service	after 7.5 years Credited Service	after 5 years Credited Service	%
" 11 "	" 8.25 "	" 5.5 "	25
" 12 "	" 9 "	" 6 "	30
" 13 "	" 9.75 "	" 6.5 "	35
" 14 "	" 10.5 "	" 7 "	40
" 15 "	" 11.25 "	" 7.5 "	45
" 16 "	" 12 "	" 8 "	50
" 17 "	" 12.75 "	" 8.5 "	60
" 18 "	" 13.5 "	" 9 "	70
" 19 "	" 14.25 "	" 9.5 "	80
" 20 " or more	" 15 " or more	" 10 " or more	90
			100

Schedule: Division 15

Schedule: Division 15

Qantas Superannuation Plan

Qantas Superannuation Limited

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1 Interpretation

- (a) The headings in this Schedule and any index are for convenience of reference only and shall not affect the interpretation thereof.
- (b) In this Schedule unless the context requires otherwise or the contrary intention appears words importing the singular number shall include the plural and vice versa and words importing one gender include the other genders and a reference to a person shall include a corporation.
- (c) If any question shall arise on the construction or meaning of this Schedule or the Schedule 1 Rules the decision of the Trustee shall be conclusive and binding on all parties concerned.
- (d) Unless the context otherwise requires a reference to a Clause, sub-clause, Schedule 1 Rule, paragraph, or sub-paragraph in this Schedule or the Schedule 1 Rules shall be a reference to the relevant Clause, sub-clause, Schedule 1 Rule, paragraph or sub-paragraph of this Schedule or the Schedule 1 Rules as the case requires.
- (e) In the interpretation of this Schedule or the Schedule 1 Rules the provisions of this Schedule shall be deemed to be paramount and to the extent to which there is any inconsistency between this Schedule and the Schedule 1 Rules the provisions of this Schedule shall prevail.
- (f) A reference to an Act or Regulations of a Parliament of the Commonwealth or any State or Territory shall be to an Act or Regulations as amended or re-enacted from time to time and for the time being in force.
- (g) Although periods may be expressed in this Schedule and the Schedule 1 Rules in years, unless the context otherwise requires, for the purposes of this Division all calculations to be made by reference to years shall be made by reference to days in a year and for this purpose each year shall have 365 days.
- (h) This Schedule and the Schedule 1 Rules shall be governed by the law of the Australian Capital Territory.
- (i) Any provision of this Schedule which is void, prohibited or unenforceable in any jurisdiction (whether by reason of any Superannuation Law or otherwise) is ineffective as to that jurisdiction to the extent that the provision is void, prohibited or unenforceable. The fact that a provision of this Schedule is ineffective by reason of this paragraph does not invalidate the remaining provisions of this Schedule nor affect the validity or enforceability of that provision in any other jurisdiction. Subject to Superannuation Law, where a provision is ineffective by operation of this paragraph, the Trustee shall determine the effect and interpretation of the remaining provisions of this Schedule and the Trustee's determination shall be final, conclusive and binding on all interested persons.

2 Definitions

In this Schedule unless the context otherwise requires the following expressions shall have the meanings respectively assigned thereto.

Accrued Retirement Benefit means in relation to a Member an amount equal to the aggregate of:

- (a)
 - (i) the CSS Multiple multiplied by Final Average Salary;
 - (ii) the Member's Transferred Amount (other than the Deferred Transfer Value) together with interest pursuant to sub-clause 11.10 on any part thereof which was received into the Former Scheme from the date it was received into the Former Scheme;
 - (iii) the total of the Member Contributions together with interest thereon pursuant to sub-clause 11.10;
 - (iv) where the Member contributed to the Commonwealth Superannuation Scheme during the period between the Commencement Date and the Transfer Date, the percentage of Final Average Salary set out in Column A of paragraph (a)(v) in respect of that period (and pro rata for each day any part of the period is less than a complete year) where the contributions made by the Member to the Commonwealth Superannuation Scheme as a percentage of the Member's salary for the purposes of the Commonwealth Superannuation Scheme during that period were at the level set out in Column B of paragraph (a)(v);
 - (v) the aggregate of the following amounts:
 - (A) in respect of Membership as a Full Member before 1 July 2000 - the percentage of Final Average Salary set out in Column A in respect of each year of Membership (and pro rata for each day any part of the period is less than a complete year) where the Historical APSS Member Contributions as a percentage of Salary were at the level set out in Column B

Column A	Column B
(Percentage of Final Average Salary)	(Historical APSS Member Contributions as a percentage of Salary)
11.3	2
12.3	3
13.3	4
14.3	5
15.3	6
16.3	7
17.3	8
18.3	9
19.3	10 or more; and

- (B) in respect of Membership as a Full Member on or after 1 July 2000:
 - (1) if paragraph (2) does not apply - 14.3% of Final Average Salary in respect of each year of such Membership (and pro rata for each day any part of the period is less than a complete year); or

- (2) in the case of a Member on 1 July 2000 whose average percentage of Final Average Salary for the total period prior to that date during which the Member contributed to the Commonwealth Superannuation Scheme and to the Former Scheme under paragraph (a)(iv) and under paragraph (a)(v)(A) in each case as in force immediately prior to 1 July 2000 is less than 14.3% – the percentage of Final Average Salary set out in Column A in respect of each year of Membership (and pro rata for each day any part of the period is less than a complete year) where the:
- i Historical APSS Member Contributions; and
 - ii Member Contributions to this Division,
- as a percentage of Salary were at the level set out in Column B until the Member's average percentage of Final Average Salary in respect of his or her whole Membership becomes 14.3%, and thereafter at 14.3% of Final Average Salary.

Column A (Percentage of Final Average Salary)	Column B (Applicable Member Contributions as a percentage of Salary)
14.3	0
15.3	1
16.3	2
17.3	3
18.3	4
19.3	5 or more,

PROVIDED THAT in respect of any period of Fractional Time Service, the percentage of Final Average Salary in respect of any such period of Fractional Time Service (other than for the purposes of paragraph (a)(i)) shall be multiplied by the Service Fraction for that period; and

PROVIDED THAT the maximum amount determined under paragraphs (a)(iv) and (a)(v) in respect of a Member shall not exceed the aggregate of:

- (i) the amount which would have been determined had the Member contributed (where applicable) to the Commonwealth Superannuation Scheme during the period between the Commencement Date and the Member's Transfer Date;
- (ii) the amount which would have been determined had the Member contributed to the Former Scheme whilst a Full Member or Former Contributory Member for the period up to 1 July 2000 at the rate of 5% of the Member's Salary (as defined in the trust deed of the Former Scheme) from time to time; and
- (iii) the amount which is the aggregate of 14.3% of the Member's Final Average Salary for each year of Membership as a Full Member (and pro rata for each day any part of the period is less than a complete year) occurring on or after 1 July 2000; and

- (b) the Accrued Statutory Benefit.

Accrued Statutory Benefit means in relation to a Member an amount equal to the aggregate of:

- (a) in respect of a Member who was at the Commencement Date covered by the Interim Arrangement Act:
- (i) 1.5% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Service from 1 January 1988 to the Commencement Date;
 - (ii) 1.5% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Service from 1 January 1989 to the Commencement Date;
 - (iii) 1.5% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of CSS Service when the Member was not in Service from 1 January 1988 to the Commencement Date; and
 - (iv) 1.5% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of CSS Service when the Member was not in Service from 1 January 1989 to the Commencement Date:

PROVIDED THAT the period of Service for the purposes of this paragraph shall be reduced by such period as is determined by the Trustee after obtaining the advice of the Actuary having regard to any amount which has been transferred to or otherwise dealt with in respect of the Member under the Interim Arrangement Act otherwise than as a part of a benefit payable under the Former Scheme or this Division;

- (b) in respect of a Member who was at the Commencement Date covered by the Interim Arrangement Act but did not transfer from the Commonwealth Superannuation Scheme to the Former Scheme as at the Transfer Date - 3% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of the period from the Commencement Date to the Member's Admission Date;
- (c) 3% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a year) of Membership as a Class A Statutory Benefit Member or Class B Statutory Benefit Member;
- (d) 1% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 July 1992;
- (e) 1% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 January 1993;
- (f) 1% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 July 1995;
- (g) 1% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 July 1998;
- (h) 1% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 July 2000;

- (i) 1% of the Member's Final Average Salary for each year (and pro rata for each day any part of a period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 July 2002; and
- (j) for each year (and pro rata for each day any part of a period is less than a complete year) of Membership as a Class A Statutory Benefit Member from 1 July 2013 – such additional percentage (or part thereof) of the Member's Final Average Salary that corresponds to the amount by which the Charge Percentage in relation to that year exceeds 9,

PROVIDED FURTHER THAT in respect of any period of Fractional Time Service, the percentage of Final Average Salary in respect of any such period of Fractional Time Service shall be multiplied by the Service Fraction for that period.

Actuary means the actuary of the Plan.

Admission Date means in relation to an Employee the date he or she was admitted to membership of the Former Scheme.

Approved Arrangement means a complying superannuation fund for the purposes of the Tax Act, a complying approved deposit fund for the purposes of the Tax Act or an annuity complying with the standards prescribed under Superannuation Law or such other fund or entity which the Trustee determines to be an approved arrangement, the acceptance of moneys or assets from or the payment or transfer of moneys or assets to which would not in the opinion of the Trustee cause the Plan to be in breach of or fail to comply with any relevant requirement of Superannuation Law.

Associated Employer means any person which has been admitted to participation in this Division as an associated employer as provided in this Schedule until such time that it ceases to participate in this Division as provided in this Schedule and includes any person which replaces or succeeds such an associated employer as provided in this Schedule.

Auditor means the auditor of the Plan.

Australian air Express Wage Index means in respect of any year ending on 30 June a number (including a fraction of a number) calculated in accordance with the following formula:

$$\text{AaEWI}(t+1) = [1 + (A-B)/B] \times \text{AaEWI}(t)$$

where

$\text{AaEWI}(t+1)$ is the Australian air Express Wage Index for a year commencing on 1 July next following the 30 June referred to in A,

$\text{AaEWI}(t)$ is the Australian air Express Wage Index applying for the immediately preceding year ending 30 June and where the value of the Australian air Express Wage Index for the year ending 30 June 2015 is 1.000 (noting that this will be calculated to at least three decimal places),

A is the national minimum wage as set out in the national minimum wage order made by the Fair Work Commission (or its successors) applying in the current year ending 30 June, and

B is the national minimum wage as set out in the national minimum wage order made by the Fair Work Commission (or its successors) applying in the immediately preceding year ending 30 June.

Beneficiary means:

- (a) a person (including a Member) who is presently entitled to receive a benefit under this Division in accordance with this Schedule; and
- (b) in the case of sub-clauses 10.1(a) and 10.3, Schedule 1 Rule 8 and any provision of this Schedule which in the opinion of the Trustee relates to Beneficiary Accounts, an Employee approved by the Employer for the purposes of this definition.

Beneficiary Account means in respect of a Beneficiary an account established and maintained in respect of the Beneficiary pursuant to Schedule 1 Rule 8.

Binding Nomination means a nomination by a Member of one or more persons to receive all or part of the Member's Death Benefit which complies with section 59(1A) of SIS in a form and manner, and subject to any conditions, determined by the Trustee.

Charge Percentage in relation to a period, means the applicable charge percentage prescribed under section 19 of the *Superannuation Guarantee (Administration) Act 1992* (Cth) in respect of that period.

Child in relation to a Member means a child as defined in SIS.

Claims Assessor means a specialist claims assessment panel or organisation or group of such panels or organisations appointed from time to time by the Trustee either generally or in any particular case.

Class A Statutory Benefit Member means:

- (a) a Member who applied for and was admitted to membership of the Former Scheme as a 'Class A Productivity Member' prior to 1 July 1998;
- (b) a Member who applied for and was admitted to membership of the Former Scheme as a 'Class A Statutory Benefit Member' between 1 July 1998 and 30 June 2000; and
- (c) an Employee who being eligible has applied for and been admitted to membership of the Former Scheme as a 'Class A Statutory Benefit Member' on or after 1 July 2000.

Class B Statutory Benefit Member means a Member who applied for and was admitted to membership of the Former Scheme as a 'Class B Productivity Member' prior to 1 July 1998.

Commencement Date means 1 July 1990.

Commonwealth Superannuation Scheme means the superannuation scheme operated by the Commonwealth of Australia pursuant to the *Superannuation Act 1976* (Cth).

Corporation means the Australian Postal Corporation established under the *Australian Postal Corporation Act 1989*.

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

CSS Membership means in relation to a Member the period the Member was an eligible employee for the purposes of the *Superannuation Act 1976*.

CSS Multiple means in relation to a Member who was a contributory member of the Commonwealth Superannuation Scheme and transferred to the Former Scheme as at the Transfer Date 14.6% multiplied by the period in years (and pro rata for each day any part of the period is less than a complete year) of the Member's CSS Membership immediately prior to the Commencement Date **PROVIDED THAT** in respect of any period of the Member's CSS Membership where the Member's Service Fraction is less than one, the multiple of the Final Average Salary in respect of any such period of CSS Membership shall be multiplied by the Member's Service Fraction for that period.

CSS Service means in relation to a Member the period during which the Member was an eligible employee for the purposes of the Superannuation Act 1976.

Death Benefit means the benefit that is payable from this Division in respect of a Member on their death.

Deed means this trust deed and rules for the Plan.

Deferred Transfer Value means in relation to a Member who transferred to the Former Scheme from the Commonwealth Superannuation Scheme an amount equal to 2.5 times the Member's accumulated contributions to the Commonwealth Superannuation Scheme together with interest from:

- (a) the Transfer Date to immediately prior to the SFT Date at such rate as is determined by the relevant Minister or other officer of the Australian Government after obtaining the advice of the Australian Government Actuary; and
- (b) on and from the SFT Date at such rate as is determined by the Trustee.

Dependant means in relation to a Member or Beneficiary:

- (a) the Spouse or Child of the Member or Beneficiary;
- (b) a person in relation to whom the Member or Beneficiary has an interdependency relationship (within the meaning of Superannuation Law) at the time or his or her death;
- (c) a person whom in the opinion of the Trustee is, or in the case of a deceased Member or Beneficiary was at the time of his or her death, in any way financially dependent on the Member or Beneficiary; and
- (d) any other person who is a dependant under SIS.

Discretionary Request means a notice in a form and manner determined by the Trustee and given to the Trustee by a Member requesting the Trustee to pay all (or part of) the Member's Death Benefit to one or more persons (including the Member's legal personal representative) in the proportions stated in the nomination.

Division means a division of the Plan.

Employee means a person who is in the employ of an Employer (the term employ bearing both its ordinary meaning and, if the Principal Company so determines, either generally or in respect of any particular provision of this Schedule, any expanded meaning provided in any Superannuation Charge Law).

Employer means:

- (a) prior to 13 November 2012, the Corporation or any person which was an associated employer of the Former Scheme;
- (b) on or after 13 November 2012, Australian air Express Limited ABN 74 054 307 336;
- (c) any Associated Employer; and
- (d) any person or persons which carry on business in succession to Australian air Express Limited ABN 74 054 307 336 or any Associated Employer,

and in relation to an Employee means the person or persons for the time being **employing** him or her (the term employing bearing both its ordinary meaning and, if the Principal Company so determines, either generally or in respect of any particular provision of this Schedule, any expanded meaning provided in any Superannuation Charge Law).

Employer Financed Accumulation Account means in respect of a Member an account established and maintained in respect of the Member pursuant to Schedule 1 Rule 9.

Equivalent Full-Time Salary means in relation to a Member:

- (a) in respect of any period of Full-Time Service, the Member's Salary; and
- (b) in respect of any period of Fractional Time Service, an amount equal to the Salary which would have applied had the Member worked in Full-Time Service.

Family Law Act means the *Family Law Act 1975* (Cth).

Final Average Salary means in relation to a Member the average of the Member's Equivalent Full-Time Salary on the three birthdays occurring immediately prior to the date of calculation or such other amount as determined by the Trustee with the consent of the Principal Company **PROVIDED THAT:**

- (a) in relation to any Member who has been a Member for less than three years, the Member's Salary on the date of joining the Former Scheme shall be deemed to be the Salary which applies for any other earlier birthday which is necessary to be taken into account for the purposes of the calculation;
- (b) for the purpose of determining the Potential Retirement Benefit the Member's Final Average Salary shall be determined as if the Member was aged 60 on the basis that the Member's Salary remains unchanged from the date of determination to the date the Member would have attained age 60; and
- (c) for the purposes of determining the retirement benefit under Schedule 1 Rule 4.1 and the Accrued Statutory Benefit, the Member's Final Average Salary shall not be less than \$45,334 multiplied by the Australian air Express Wage Index applying at the date of calculation.

Former Contributory Member means a Member who was a 'Contributory Member' of the Former Scheme immediately prior to 1 July 2000 under the trust deed for the Former Scheme as in force immediately prior to 1 July 2000.

Former Scheme means the scheme established by a trust deed dated 19 June 1990 as amended and known as the 'Australia Post Superannuation Scheme'.

Fractional Time Service means a period of Service where the Member worked less than the minimum number of hours set by his or her Employer for the class or group of Employees of which the Member is part as notified by the Employer to the Trustee.

Full Member means:

- (a) a Former Contributory Member;
- (b) a Member who was a Full Member in the Former Scheme immediately prior to the SFT Date; and
- (c) an Employee who being eligible has applied for and been admitted to membership to the Former Scheme or to this Division as a full member.

Full-Time Service means Service other than Fractional Time Service.

Fund means Plan assets.

Historical APSS Member Contributions means 'Member Contributions' within the meaning of the trust deed of the Former Scheme which were made to the Former Scheme by a Member (if any), regardless of whether or not those contributions have been transferred to this Division.

Insurer means any body corporate or unincorporated in the Commonwealth of Australia which carries on the business of issuing policies or contracts insuring payment of money on death or on the happening within the duration or term of the policy or contract of disability injury accident or sickness and whether or not such business is carried on alone

or in conjunction with any other business ordinarily carried on by an insurance or assurance company and with whom a policy or policies of insurance or assurance has been effected or taken out by the Trustee in respect of benefits payable under this Schedule.

Interim Arrangement Act means the Superannuation Benefit (Interim Arrangement) Act 1988 (Cth).

Member means a person who has been admitted to membership of this Division and who has not ceased to be a member of this Division but otherwise does not include:

- (a) a Beneficiary whose sole entitlement under this Division relates to an amount transferred or credited to one or more Beneficiary Accounts established in respect of that Beneficiary in accordance with this Schedule;
- (b) a person who has died; or
- (c) a person in respect of whom all benefits to which that person could have become entitled under this Schedule have been paid or have otherwise ceased or been terminated.

Member Contributions means the contributions to:

- (a) the Former Scheme (where a Member elects to transfer such amounts to this Division); or
- (b) this Division,

by a Member (if any) which in the case of sub-clauses 8.4 and 8.5 shall include:

- (c) any contribution made to the Fund by the Employer in respect of the Member under Schedule 1 Rule 3.3(d)(ii) on the basis that the contribution is a Member Contribution and not an Employer contribution for the purposes of sub-clauses 8.4 and 8.5;
- (d) any amount transferred to the Fund in respect of the Member under sub-clause 10.1 on the basis that the amount is a Member Contribution and not an Employer contribution for the purposes of sub-clauses 8.4 and 8.5; and
- (e) such other contributions to the Fund as the Trustee determines to treat as Member Contributions for the purposes of sub-clauses 8.4 and 8.5, including without limitation contributions in respect of a Member to an Employer Financed Accumulation Account established under Schedule 1 Rule 9.

Membership means in relation to a Member the period of continuous membership of the Former Scheme and this Division of the Member counted in days but excludes such periods of leave of absence as determined in accordance with Schedule 1 Rule 3.4.

Minimum Retirement Age means in relation to a Member 55 years of age.

Minimum Requisite Benefit or **MRB** means in relation to a Member the benefit in respect of the Member as determined by the Principal Company and certified by the Actuary in order to avoid the Employer incurring a liability for a superannuation guarantee shortfall or similar tax or charge in respect of the Member after taking into account the extent to which the Employer's superannuation guarantee obligation is satisfied as a result of the Member being entitled to benefits from another complying superannuation fund.

Nomination means a Binding Nomination or a Non-Lapsing Nomination.

Non-Lapsing Nomination means a nomination by a Member of one or more persons to receive all (or part of) the Member's Death Benefit in a form and manner, and subject to any conditions, determined by the Trustee and that is not a Binding Nomination or Discretionary Request.

officer means for the purposes of sub-clause 6.5 a director, secretary, executive officer or employee of the relevant entity.

Plan means the Qantas Superannuation Plan (ABN 41 272 198 829).

Potential Retirement Benefit in relation to a deceased Member means an amount equal to:

- (a) the Accrued Retirement Benefit at the date of death; and
- (b) in the case of a Member who was a Full Member at the date of death, an amount equal to 14.3% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) between the date of death and the Member's 60th birthday.

Power means a power, right, discretion, remedy, determination or authority of any nature and however arising (including a power or right to approve and a power which a person has a duty to exercise).

Prescribed Agreement means an agreement or award (including a consent award) that is certified or made by a Commonwealth or State industrial authority on or after 1 July 1986.

Previous Membership means, in the case of a Member who joined the Former Scheme on the Transfer Date and who was immediately prior to that date a member of the Commonwealth Superannuation Scheme, the Member's period of continuous membership of the Commonwealth Superannuation Scheme counted in days but excludes such periods of leave of absence as the trustee of the Former Scheme determined under the trust deed of the Former Scheme.

Regulator means the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or the applicable person, entity or authority who exercises a statutory function in relation to a matter under Superannuation Law, as the context requires.

Salary means in relation to a Member:

- (a) on and after the SFT Date an amount determined from time to time as required for the purposes of this Division by the Employer with the approval of the Trustee having regard to the relevant provisions of the Superannuation Act 1976 applicable for determining the salary of a Member for the purposes of the Commonwealth Superannuation Scheme **PROVIDED THAT** the Employer and the Member may, on or after 1 July 2017, agree in writing that any payments under a specified incentive or bonus arrangement implemented by the Principal Company that are paid after the date of the agreement will be excluded from the calculation of a Member's Salary for the purposes of this Division **PROVIDED FURTHER THAT** in any particular case the Employer may from time to time and at any time certify to the Trustee that some other amount shall be the Member's Salary for the purposes of this Division for the time being; and
- (b) prior to the SFT Date, the member's 'Salary' for the purposes of the Former Scheme.

Schedule 1 Rules means the rules set out in Schedule 1 to the terms of this Division as may be altered, added to or repealed from time to time and for the time being in force.

Service means employment with an Employer.

Service Fraction means in relation to a Member that fraction that the number of hours the Member works bears to the minimum number of hours set by his or her Employer for the class or group of Employees of which the Member is part.

SFT Date means 1 November 2014.

SIS means the *Superannuation Industry (Supervision) Act 1993* (Cth) and includes any regulations prescribed thereunder.

Spouse means a person who is for the time being or was at the date of death of the Member a spouse under SIS.

Sub-fund means a sub-fund established by the Trustee pursuant to sub-clause 8.4.

Superannuation Agreement means an agreement, award or order that requires the making of contributions to a superannuation or similar fund or arrangement by an Employer in respect of its Employees other than in accordance with this Schedule but does not include a Prescribed Agreement.

Superannuation Authority means any person or body appointed under any Superannuation Law who is empowered under that legislation or some other legislation to:

- (a) exercise any discretion;
- (b) give any consent or approval; or
- (c) give effect to and administer the Superannuation Law.

Superannuation Charge Law means any Federal or State Law which imposes a charge, levy or tax upon employers if a minimum level of superannuation benefit (whether by way of a minimum level of contribution or otherwise) is not provided in respect of an employee within the meaning of the legislation.

Superannuation Complaints Tribunal means the tribunal established by the *Superannuation (Resolution of Complaints) Act 1993* (Cth).

Superannuation Law means Superannuation Requirements in any of:

- (a) SIS;
- (b) the Superannuation Entities (Taxation) Act 1993;
- (c) the Tax Act;
- (d) the Superannuation Charge Laws;
- (e) the Corporations Act;
- (f) the Family Law Act;
- (g) any other present or future law of the Commonwealth of Australia or any State or Territory of it which the Trustee determines to be a Superannuation Law for the purposes of this Schedule;
- (h) regulations and statutory instruments made or issued under any of the acts specified in paragraphs (a) to (g) (inclusive) and all other requirements, whether legislative or otherwise, including (without limitation):
 - (i) any standards, administrative guidelines, rulings or determinations made or laid down by a Superannuation Authority; and
 - (ii) statements by the government of the Commonwealth of Australia or any State or Territory (as the case may be) advising changes and proposed changes to Superannuation Law; and
- (i) a statutory instrument which replaces any of the acts specified in paragraphs (a) to (g) (inclusive) or regulations specified in paragraph (h), or has the same effect, in whole or in part (whether or not passed or approved by the same legislative or other relevant authority and whether or not incorporating or adopting any law previously in force).

Superannuation Requirement means a requirement with which or which the Plan, the terms of this Schedule or the Trustee must comply or satisfy (or with which or which, in the reasonable opinion of the Trustee, the Plan, the terms of this Division or the Trustee ought comply or satisfy) in order to be a complying superannuation fund for the purposes of the Tax Act or in order to secure or better secure any concession in respect of any tax or other government impost granted or available to the Plan or in order to avoid what the Trustee may consider to be a relevant penalty, detriment or disadvantage.

Tax Act means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth) and includes any regulations prescribed thereunder.

Total Accrued Benefit Value means 120% of the aggregate value as determined by the Actuary of the benefits presently or prospectively payable under this Division in respect of all Members and other persons entitled under this Division as at the date of determination to the extent that such benefits have accrued in respect of the period prior to the date of determination.

Total Fund Value means the total market value as determined by the Actuary of all the assets of the Fund that relate to this Division as at the date of determination.

Total and Permanent Disablement means:

- (a) in relation to a Member who last became a Member of the Former Scheme on or before 30 June 2014, disablement due to illness or injury as a result of which:
 - (i) the Member has suffered while a Member the loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot); or
 - (ii)
 - (1) the Member has been continuously absent from work for a period of not less than six months or such lesser period (if any) as may be agreed between the Principal Company and the Trustee from time to time either generally or in any particular case; and
 - (2) the Trustee receives a certificate signed on behalf of the Claims Assessor to the effect that in the opinion of the Claims Assessor the Member is incapacitated to such an extent as to render the Member unlikely ever to engage in regular employment for which the Member is, for the time being, reasonably qualified by reason of education, training or experience,
- (b) in relation to a Member who was admitted to membership of the Former Scheme on or after 1 July 2014, ill-health (whether physical or mental) where the Trustee is reasonably satisfied that the Member is unlikely, because of ill-health, to engage in gainful employment for which the Member is reasonably qualified by education, training or experience,

PROVIDED THAT unless the Principal Company otherwise determines, either generally or in any particular case, Total and Permanent Disablement shall not include disablement as a result of illness or injury which in the opinion of the Claims Assessor or, if there is for the time being no Claims Assessor, the Trustee has been inflicted, incurred or aggravated for the purposes of obtaining a benefit under this Division,

PROVIDED FURTHER THAT where pursuant to this Schedule the Trustee has effected a policy of insurance under which insurance is or may become payable in respect of the disablement of the Member or group of Members the Trustee shall determine that Total and Permanent Disablement shall have the same meaning as is given to those words for the purposes of such policy in which event any determination by the relevant insurer as to

whether or not a Member is so disabled in terms of such policy shall be binding on all persons interested for the purposes of the Schedule.

Transfer Date means 1 July 1990 or such other date as the trustee of the Former Scheme determined either generally or for any particular Member or class of Members.

Transferred Amount means in relation to a Member who transferred to the Former Scheme from the Commonwealth Superannuation Scheme with effect from the Transfer Date an amount including the Deferred Transfer Value agreed between the trustee of the Former Scheme and the Commonwealth Superannuation Scheme in respect of his or her membership of the Commonwealth Superannuation Scheme.

Trustee means the trustee for the time being of the Plan whether initial, additional or substituted.

Year of Income means the year ending on 30 June of each year or any other date as determined by the Trustee from time to time.

2A Overriding requirements

2A.1 Compliance with Superannuation Law

- (a) The provisions of this Division are subject to Superannuation Law and if:
 - (i) there is any inconsistency between the provisions of this Division and Superannuation Law, the requirements of Superannuation Law prevail;
 - (ii) a provision of a Superannuation Law is required to be included in this Division, that provision is included in this Division for as long as required by the Superannuation Law; and
 - (iii) a provision of the Superannuation Law (an 'empowering provision') states that the Trustee can (but is not obliged to) act in accordance with the Superannuation Law but requires that this Division include a particular provision (a 'deed provision'), the deed provision is deemed to be included in this Division for so long as it is so required by the Superannuation Law if the Trustee acts in accordance with the empowering provision.
- (b) The Trustee:
 - (i) must comply with a requirement of the Superannuation Law; and
 - (ii) can (but is not obliged to) act in accordance with a provision of the Superannuation Law that is not a requirement of the Superannuation Law.
- (c) Where the Trustee:
 - (i) issues an interest on the basis that a benefit (including but not limited to an income stream) that is payable in relation to that interest; or
 - (ii) pays a benefit on the basis that the benefit (including but not limited to an income stream),

will qualify as a particular type of benefit (for example, a particular type of pension) (in this clause the 'intended benefit') under Superannuation Law, any condition, standard or requirement of Superannuation Law which must be included in this Division in order for the benefit to be an intended benefit under

Superannuation Law is deemed to be included in this Division for so long as it is required under Superannuation Law.

2A.2 Inconsistency of provisions

In the event of any inconsistency between any of the provisions taken by Clause 2A.1 to be included in this Schedule and the other terms of this Schedule, the provisions taken to be included by Clause 2A.1 shall prevail.

2A.3 Factual information

Despite any other provision in this Deed, if the Trustee has a duty or power under this Division which is dependent on an event that occurred or information that relates to an event prior to the SFT Date, the Trustee can solely rely on:

- (a) the information provided to the Trustee by (or on behalf of) the trustee of the Former Scheme on or about the SFT Date; or
- (b) if:
 - (i) that information is not provided to the Trustee by (or on behalf of) the trustee of the Former Scheme on or about the SFT Date; or
 - (ii) the information is not adequate,the Trustee's estimation of what occurred or that information and the Trustee is not liable if the Trustee's estimate is not accurate.

3 Provisions applicable to this Division

The only provisions of this Deed that apply to a Member, Beneficiary or Employer of this Division are:

- (a) set out in this Division;
- (b) the definitions of Trustee and Principal Company in Rule 1.1 ; and
- (c) the following clauses of this Deed (and the definitions in Rule 1.1 that are relevant to the clauses listed below):
 - (i) Rule 1.2(b)(i) under the heading 'Superannuation Standards';
 - (ii) Rule 2.1(c);
 - (iii) Rule 3.1 headed 'Admission of Employees of Associated Employers';
 - (iv) Rule 3.2 headed 'Withdrawal of Associated Employer';
 - (v) Rule 3.3(a) headed 'External Employers';
 - (vi) Rule 4.1 headed 'Termination of the Plan';
 - (vii) Rule 4.2 headed 'Benefits on Termination';
 - (viii) Rule 5.1 headed 'Appointment and removal of Trustee';
 - (ix) Rule 5.4 headed 'Indemnity to Trustee';
 - (x) Rule 6.2 headed 'Assets held by Trustee';
 - (xi) Rule 6.3(e) under the heading 'Expenses of the Fund'; and
 - (xii) Rule 7.3(b)(ii) under the heading 'Actuarial Valuation'.

4 [Deleted]

5 [Deleted]

6 Administration

6.1 Management and administration

The general control management and administration of the Division shall be vested in the Trustee who shall administer the Division in accordance with this Schedule.

6.2 Decisions, directions and discretions

6.2.1 Method of giving consent, approval or decision

Any consent approval or decision which is or may be required to be given or made for the purposes of this Division by the Principal Company or an Employer shall be in writing and shall be signed for and on behalf of:

- (a) the Principal Company by a duly authorised officer nominated by the Principal Company;
- (b) an Employer by a person who the Employer for the time being nominates to the Trustee as the Employer's authorised officer.

The giving withholding or the making of any consent approval or decision shall be in the absolute discretion of the Principal Company or the Employer as the case may require.

6.2.2 Trustee not to be subject to direction

Notwithstanding any provision of this Schedule (including any provision of this Schedule which purports to apply notwithstanding other provisions of this Schedule), no provision of this Schedule shall be construed as permitting the Trustee to be subject, in the exercise of any of the Trustee's powers under this Schedule, to direction by any other person to the extent that, in the opinion of the Trustee, such provision will or may contravene Superannuation Law.

6.2.3 Exercise of discretion by person other than the Trustee

- (a) Notwithstanding any provision of this Schedule (including any provision of this Schedule which purports to apply notwithstanding other provisions of this Schedule), no provision of this Schedule shall be construed as permitting a discretion under this Schedule that is exercisable by a person other than the Trustee to be exercised without the consent of the Trustee to the extent that, in the opinion of the Trustee, such provision will or may contravene Superannuation Law.
- (b) To the extent that any provision of this Schedule provides for the exercise of a discretion by a person other than the Trustee, the exercise of which discretion

without the consent of the Trustee would or might contravene Superannuation Law, that discretion may be exercised by that person with the consent of the Trustee, but not otherwise and the Trustee may give its consent to the exercise of such discretion.

6.3 [Deleted]

6.4 [Deleted]

6.5 No Conflict

- (a) No Member or Employee or officer of any Employer who is a director or other officer of the Trustee shall be disqualified from exercising any power, authority or discretion vested in the Trustee by reason of his or her membership or dual capacity.
- (b) No person is restricted by this Division (or a fiduciary relationship created under this Deed) from:
 - (i) contracting with any person transacting with or associated with this Division; or
 - (ii) being interested in such transaction or having any interest in the person transacting.

6.6 [Deleted]

6.7 Records and statistics

- (a) The Trustee shall keep a complete record of all Members and all information and data necessary or expedient for the proper and efficient working of the Division and the carrying out of this Schedule.
- (b) The Trustee shall comply with any relevant requirement of Superannuation Law in relation to the keeping and retention of records relating to the operations of the Division.

6.8 Books of account and reports

- (a) The Trustee shall cause proper books of account to be kept showing all the dealings with the assets of the Fund that relate to this Division and an account and balance sheet of the Fund that relates to this Division made up to the end of each Year of Income shall be prepared, and audited by the Auditor.
- (b) As soon as possible after the accounts and balance sheet of the Fund that relates to this Division are audited the Trustee shall cause to be circulated to each Employer a copy of the said accounts and balance sheet together with a copy of the Auditor's report and a report of the Trustee. Each Employer shall keep copies of the said accounts and balance sheet and reports available for inspection by Members employed by it and will inform Members where the same may be inspected.
- (c) The report of the Trustee shall contain such information (if any) as is required by Superannuation Law.
- (d) The proper books of account, including the balance sheet, required by this clause 6.8 can be part of the books of account, including the balance sheet, for the Fund as a whole.

6.9 Actuarial investigation

- (a) The Trustee shall cause the Actuary to make an actuarial investigation of this Division and valuation of the Fund that relates to this Division at such intervals as may from time to time be required by Superannuation Law, or at such shorter intervals as the Trustee may require. The Trustee, each Employer and each Member shall supply the Actuary with all such accounts and information as the Actuary may require. The Actuary shall furnish to the Trustee a report in writing as to the investigation, valuation and financial position of this Division. The report of the Actuary shall be in such form and shall include such matters as required by Superannuation Law.
- (b) The actuarial investigation and valuation required by this clause 6.9 can be part of the actuarial investigation and valuation for the Fund as a whole.

6.10 Receipts

The receipt of the Trustee or of the secretary given on their behalf for any moneys payable to the Fund shall be a sufficient discharge to the person by whom those moneys were paid.

6.11 Information to Members and the Regulator

The Trustee shall comply with the relevant requirements of Superannuation Law in relation to the provision of information, reports and documents including extracts of documents to:

- (a) Members and other persons entitled to the same; and
- (b) the Regulator.

6.12

If an Employer notifies the Trustee of a Member's Salary and the amount of the Member's Salary has in whole or part been determined pursuant to a written agreement that is referred to in the definition of 'Salary' in Clause 2, the Employer indemnifies the Trustee for any cost incurred by the Trustee if there is no such written agreement or the written agreement is not binding on the Member.

7 Trustee powers

7.1 General powers

Except as otherwise provided in this Division the Trustee has complete management and control of this Division and may, without limitation, exercise all the Powers of a natural person beneficially owning this Division in order to:

- (a) properly administer, manage and maintain this Division and invest the Fund that relates to this Division; and
- (b) perform its duties.

7.2 Contracts

The Trustee may enter into and execute all contracts, deeds and documents and do all acts, matters and things which the Trustee may deem expedient for the purpose of securing the benefits to be provided under the Division and for otherwise effectuating and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Schedule.

7.3 Power to effect policies

- (a) The Trustee shall have power to effect or take out at the expense of the Fund from time to time one or more term or other policies or contracts with one or more insurance companies or reinsurance companies to secure in whole or in part any of the benefits payable under the Division and to continue or renew or arrange for the continuance or renewal of all or any of such policies or contracts for such period or periods as the Trustee may think fit. The Trustee may also agree from time to time with the insurance company or reinsurance company concerned for any policy or contract to be varied or modified.
- (b) The Trustee shall have power to effect or take out at the expense of the Fund from time to time one or more policies or contracts with one or more insurance companies or reinsurance companies to protect:
 - (i) all or any part of the Fund; and
 - (ii) each of the directors and other officers of the Trustee in respect of liabilities incurred by them or any of them in the execution or attempted execution or arising from the non-execution of the trusts, authorities, powers and discretions conferred upon the Trustee by the terms of this Schedule,

and to continue or renew or arrange for the continuance or renewal of all or any of such policies or contracts for such period or periods as the Trustee may think fit. The Trustee may also agree from time to time with the insurance company or reinsurance company concerned for any policy or contract to be varied or modified.

7.4 Bank accounts

The Trustee may open and operate such bank and other accounts as it thinks desirable and all cheques and other negotiable or transferable instruments and all receipts for money paid to the Fund shall be drawn, accepted, endorsed or otherwise executed in such manner as the Trustee from time to time determines.

7.5 Power to borrow

Subject to Superannuation Law, the Trustee shall have power whenever it thinks fit in the interests of the Division to raise or borrow sums of money and secure the repayment of any moneys so raised or borrowed in such manner and upon such terms and conditions as the Trustee thinks fit.

7.6 Power to deduct tax, levies

- (a) The Trustee shall have power to deduct any amount in respect of any tax which in the opinion of the Trustee is or may be liable to be payable from the Fund in respect of contributions to or income or realised capital gains of the Fund or otherwise assessable in relation to the Fund and shall have power to credit the

amounts so deducted to an account in the books of the Fund pending payment thereof to the relevant government authority and the Trustee shall be released and discharged in respect of the amount so deducted and paid.

- (b) The Trustee shall make any levy payment or other payment out of the Fund as is required by Superannuation Law from time to time to be made and shall have power to deduct any amount in respect of any such levy payment or other payment of any nature or description as is assessed, imposed or otherwise payable, or in the opinion of the Trustee is likely to be assessed, imposed or otherwise become payable in relation to the Fund and shall have power to debit such an amount to any account in the books of the Fund, or deduct such an amount from any moneys held in the Fund or any benefit payable from the Fund and to credit the amounts so deducted to an account in the books of the Fund pending payment thereof to the relevant government authority and the Trustee shall be released and discharged in respect of the amount so deducted and paid.
- (c) The Trustee shall have power to deduct from any benefit payable under the Division such amount as the Trustee considers is appropriate in respect of income tax or other tax payable in respect of such benefit and upon payment of the amount so deducted to the relevant government authority the Trustee shall be released and discharged in respect of the amount so deducted and paid.

7.7 Powers and discretions

The Trustee in the exercise of the authorities, powers and discretions conferred upon the Trustee by this Schedule shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of their authorities, powers and discretions from time to time and at any time or may refrain from exercising all or any of the same from time to time or at all.

7.8 Delegation by Trustee

The Trustee may delegate any trust, authority, power and discretion exercisable by the Trustee (including one which the Trustee may have a duty to exercise or perform and the power of delegation) to any person in such manner upon such terms and conditions as the Trustee thinks fit. The Trustee may vary or revoke any such delegation as the Trustee thinks fit and may exercise any power in conjunction with or to the temporary or permanent exclusion of a delegate.

7.9 Legal proceedings

The Trustee shall have power to institute, conduct, defend, compound, settle or abandon any legal proceedings by or against the Plan or otherwise concerning this Division or this Schedule generally and also to compound and allow time for payment or satisfaction of any debt due to the Trustee and of any claim or demand by or against the Trustee.

7.10 Arbitration

The Trustee shall have power to refer any claims or demands by or against the Plan to arbitration and to observe and perform the awards.

7.11 Trustee may act on advice

The Trustee may act on the advice or opinion of any actuary, consultant, claims assessor, barrister, solicitor, broker, accountant, medical practitioner or other professional

person (whether or not such advice or opinion shall be or have been obtained by the Trustee) and shall not be responsible for any loss occasioned by so acting.

8 Investments

8.1 Investment power

- (a) So much of the moneys of the Fund that relate to this Division as is not directly required for any other purpose shall as soon as practicable be invested as a common fund or as one or more Sub-funds of the Fund that relate to this Division as provided in clause 8.4 in or upon such investments or property of whatsoever nature and wheresoever and whether involving liability or not and whether producing income or not or upon such personal credit with or without security as the Trustee shall in its absolute discretion think fit as if the Trustee were the beneficial owner thereof with power from time to time to sell or get in any such investments or property and to vary or transpose them for other investments or property of the kind hereby authorised. Notwithstanding the generality of the foregoing, the Trustee shall have power exercisable in such manner as the Trustee shall in its absolute discretion think fit to enter into (whether for the purpose of hedging the investments of the Division or otherwise) and carry out and perform obligations under agreements relating to or otherwise acquire rights in respect of any options, futures or forward market, any index traded on an options, futures or forward market, currency hedging arrangements, interest rate swaps, derivative transactions and any other similar transactions of whatsoever nature, and to undertake any other activity for the purpose of making a profit or gain.
- (b) The Trustee may underwrite or sub-underwrite or join with others in underwriting or sub-underwriting the subscription of any of the authorised investments hereunder and may in exercise of the Trustee's powers of delegation under this Clause give to any investment manager appointed under this Clause general authority to enter into and carry out underwriting or sub-underwriting agreements and the like whether for this Division alone or for this Division in conjunction with other Divisions, funds and institutions.

8.2 Custodian Trustees & Investment Managers

- (a) The Trustee shall have power to appoint from time to time such one or more persons, firms or companies as the Trustee thinks fit to act either as custodian trustee or investment manager or both subject to such conditions as the Trustee may from time to time determine and may delegate to and confer upon each such custodian trustee or investment manager such authorities, powers and discretions as the Trustee thinks fit. Notwithstanding the generality of the foregoing, the Trustee shall not appoint or continue the appointment of any custodian trustee or investment manager which is prohibited by Superannuation Law from being or acting as a custodian trustee or as an investment manager (as the case may be).
- (b) The Trustee shall not be liable or responsible for any act, omission, error of judgment, negligence or breach of trust of any custodian trustee or investment manager and shall not be bound to take proceedings against any custodian trustee or investment manager in respect thereof.

- (c) The Trustee shall have power to pay out of the Fund to any such custodian trustee or investment manager such remuneration for his, her, its or their services as the Trustee considers proper.
- (d) The Trustee shall also have power to remove from time to time any such custodian trustee or investment manager.
- (e) No such custodian trustee or investment manager shall be entitled to take any part in the proceedings or deliberations of the Trustee.

8.3 Additional powers relating to Investments

The powers of investment, selling, getting in, variation and transposal referred to in this Clause shall be exercised and carried out either by the Trustee or by one or more custodian trustees or investment managers as aforesaid as the Trustee may from time to time determine.

8.4 Investment in Sub-funds

- (a) The Trustee may establish and subject to this sub-clause invest some or all of the assets of the Fund that relate to this Division in one or more Sub-funds designated in such manner as the Trustee determines.
- (b) In respect of any Sub-fund which represents Employer contributions to the Fund which are not mandated employer contributions for the purposes of Superannuation Law the Trustee shall invest the assets of that Sub-fund in such manner as it shall determine.
- (c) In respect of any Sub-fund which represents Employer contributions to the Fund which are mandated employer contributions for the purposes of Superannuation Law, the Trustee shall invest the assets of that Sub-fund in the same manner as the assets of a Sub-fund are invested pursuant to paragraph (b) of this sub-clause, or as the Trustee may otherwise determine.
- (d) In respect of any Sub-fund which represents Member Contributions which are not subject to investment under paragraph (e) of this sub-clause, the Trustee shall invest the assets of that Sub-fund in such manner as it shall determine.
- (e) In respect of any Sub-fund which represents Member Contributions which are attributable to Members invited or required to give directions to the Trustee under sub-clause 8.5, the Trustee shall invest the assets of that Sub-fund in such manner as it shall determine pursuant to arrangements established by the Trustee under sub-clause 8.5.
- (f) In respect of any Sub-fund which represents contributions or assets held in respect of one or more Beneficiary Account, or one or more category or class of Beneficiary Account, which are not subject to investment under paragraph (g) of this sub-clause, the Trustee shall invest the assets of that Sub-fund in such manner as it shall determine.
- (g) In respect of any Sub-fund which represents contributions or assets held in respect of one or more Beneficiary Account, or one or more category or class of Beneficiary Account, which are attributable to Beneficiaries invited or required to give directions to the Trustee under sub-clause 8.5, the Trustee shall invest the assets of that Sub-fund in such manner as it shall determine pursuant to arrangements established by the Trustee under sub-clause 8.5.

8.5 Member and Beneficiary Investment Choice

- (a) This sub-clause applies where:
- (i) a Sub-fund of the type referred to in sub-clause 8.4(e) is, or is to be, established under sub-clause 8.4(a) in respect of Member Contributions; or
 - (ii) a Sub-fund of the type referred to in sub-clause 8.4(g) is, or is to be, established under sub-clause 8.4(a) in respect of one or more Beneficiary Account, or one or more category or class of Beneficiary Account (as the case may be).
- (b) The Trustee has power to invite or require:
- (i) one or more Members in relation to their Member Contributions, or one or more category or class of such Members; or
 - (ii) one or more Beneficiaries in relation to such of their Beneficiary Accounts as are specified by the Trustee from time to time (whether generally or in relation to any particular category or case), or one or more category or class of such Beneficiaries,
- to give directions to the Trustee in relation to the investment of assets which represent those Member Contributions or Beneficiary Accounts (as the case may be) into one or more of the Sub-funds offered by the Trustee. The Trustee's powers under this paragraph are subject to, and must be exercised in accordance with, Superannuation Law.
- (c) Where the Trustee exercises its power under paragraph (b) of this sub-clause, the Trustee shall, in order to give effect to the intention of that paragraph, have power:
- (i) to comply with any requirement or provision of Superannuation Law relating to the making of a choice of investment strategies available to Members or Beneficiaries of the Plan;
 - (ii)
 - (A) to establish rules which prescribe the terms and conditions upon which the Trustee may invite or require the Members or Beneficiaries referred to in that paragraph to give directions to the Trustee for the purposes of that paragraph including (without limitation) terms and conditions relating to the basis upon which the costs and expenses (if any) incurred by the Trustee in relation to the establishment and administration of a Sub-fund of the type referred to in sub-clauses 8.4(e) and 8.4(g) may be paid out of the relevant Sub-fund; and
 - (B) at any time and from time to time to amend any rules established under sub-paragraph (A); and
 - (iii) do such other acts and things as may in the opinion of the Trustee be necessary or desirable in order to give effect to the intention of this sub-clause.

8.6 Overriding provision relating to Investments

The Trustee shall ensure that the assets of the Division are invested in such manner and form and subject to such conditions as will in the opinion of the Trustee ensure that the Plan complies with any relevant requirement of Superannuation Law.

9 Information to Trustee

9.1 Medical examinations

- (a) The Trustee may require applicants for membership of the Division to undertake such medical examinations including blood tests from medical practitioners nominated by the Trustee and provide such statements of medical history in such form as the Trustee may specify or require.
- (b) The Trustee may require any Class A Statutory Benefit Member who is eligible to become a Full Member to undertake such medical examinations including blood tests from medical practitioners nominated by the Trustee and provide such statements of medical history in such form as the Trustee may specify or require.
- (c) Any Employee, Full Member or Class A Statutory Benefit Member who fails to undertake or fails to satisfactorily pass such medical examinations including any blood tests or fails to provide a satisfactory statement as aforesaid may at the discretion of the Trustee be refused membership of the Division or may be admitted to membership on such special conditions relating to contributions, restricted benefits or otherwise as the Trustee may determine and notify to the Employee, Full Member or Class A Statutory Benefit Member and his or her Employer. The Trustee may enter into an agreement with the Employer to adjust or remove any restriction on benefits on the basis that the Employer meets any additional cost to the Fund as determined by the Trustee after obtaining the advice of the Actuary which results from any such variation or removal.

9.2 Misleading statements

Where the Trustee is of the opinion that a Member has made a false, misleading or inappropriate statement as to the Member's age, state of health or otherwise or has failed to disclose any relevant fact or information in relation to his or her application for membership or in any medical examination or test for the purposes of the Former Scheme or this Division the Trustee may reduce or adjust any benefit payable to or in respect of the Member in such manner as the Trustee may determine.

9.3 Information to Trustee and confidentiality

- (a) Each Employer shall supply to the Trustee such details concerning the Members employed by it as the Trustee shall from time to time require for the purposes of this Division.
- (b) If called upon by the Trustee the Employer shall issue to the Trustee a certificate in respect of such details and the Trustee shall be entitled to rely on that certificate as conclusive evidence of the facts set out therein for all the purposes of this Schedule and the calculation of benefits.
- (c) A Member shall supply such information and documents and undergo such medical examinations including blood tests (by medical practitioners nominated by the Trustee) as the Trustee shall require from time to time for the purposes of this Division.
- (d) The Trustee and each officer, servant and delegate of the Trustee shall treat as confidential all information regarding Members and Beneficiaries which becomes known thereto in connection with the administration of this Division

except to the extent reasonably necessary for the operation and administration of this Division and the proper application of this Schedule.

- (e) No information or details regarding the medical history of an applicant for membership or a Member shall be provided to his or her Employer without the written consent of the person concerned.

10 Portability of benefits

10.1 Transfers from approved arrangements

- (a) Subject to Superannuation Law and sub-clause 10.4, but notwithstanding any other power conferred on the Trustee hereunder, the Trustee may make and carry into effect an arrangement with the trustee or responsible authority of an Approved Arrangement and any person who participated in an Approved Arrangement, whereby an agreed sum or agreed assets shall be paid or transferred to the Fund and such person shall, if not already a Member, be admitted as a Member (if necessary) and the amount paid or transferred to the Fund in respect of such Member:
 - (i) shall:
 - (A) in the case of an Eligible Employee within the meaning of sub-clause 10.3 and if applicable - be applied in accordance with sub-clause 10.3 and the provisions of Schedule 1 Rule 8; or
 - (B) in any other case - be applied so as to provide such additional benefits as shall be determined by the Trustee after obtaining the advice of the Actuary and with the approval of the Principal Company; and
 - (ii) to the extent that the amount represents an employer financed accumulation in respect of the Member:
 - (A) in the case of a Member who consents to transfer the amount standing to the credit of their 'Employer Financed Accumulation Account' in the Former Scheme to this Division prior to the SFT Date – shall; or
 - (B) in any other case - may, with the consent of the Member, be credited to an Employer Financed Accumulation Account established and maintained in respect of the Member pursuant to Schedule 1 Rule 9.
- (b) Notwithstanding anything expressed or implied to the contrary in this Schedule, the Trustee shall have power to give undertakings to or enter into preservation arrangements with the trustee or responsible authority of an Approved Arrangement on such terms and conditions as the Trustee thinks fit and any benefits or other rights granted to a Member shall be subject to the terms and conditions of any undertaking or arrangement as aforesaid and the terms and conditions of any such undertaking or arrangement shall not be set aside by any alterations, additions or repeals made pursuant to Clause 12.
- (c) Where a Member who has transferred:
 - (i) from the Commonwealth Superannuation Scheme into the Former Scheme; and

- (ii) from the Former Scheme into this Division on the SFT Date,
is subsequently retrenched and the benefit payable in respect of the Member under this Division is less than the benefit which would have been payable under the Commonwealth Superannuation Scheme had the Member remained in that scheme the Trustee may with the approval of the Principal Company and after obtaining the advice of the Actuary increase the benefit otherwise payable under this Division up to an amount not exceeding the benefit which would have been payable under the Commonwealth Superannuation Scheme as aforesaid.
- (d) For the avoidance of doubt it is expressly agreed and declared by the Trustee and the Principal Company that:
 - (i) each Member who has transferred from the Commonwealth Superannuation Scheme pursuant to arrangements made in 1990 between the Corporation, PostSuper Pty Limited and the Commonwealth Superannuation Scheme has a Transfer Date (within the meaning of Clause 2) of 1 July 1990 (a Former CSS Member) unless otherwise agreed by PostSuper Pty Limited and the Corporation for the purposes of one or more provisions of the trust deed or rules of the Former Scheme (whether in relation to Former CSS Members generally or one or more Former CSS Members or categories or classes of Former CSS Members) prior to the SFT Date; and
 - (ii) it is the intention of the parties that each Former CSS Member accrues an entitlement to benefits from this Division with effect on and from 1 July 1990 on the same terms and conditions and in accordance with the arrangements made in 1990 between the Corporation, PostSuper Pty Limited and the Commonwealth Superannuation Scheme.
- (e) Subject to Superannuation Law, the Trustee shall with the approval of the Principal Company have power to adjust (either generally or in relation to any particular category or case) the operation of such provisions of this Schedule as it thinks necessary or desirable, and in such manner as it thinks fit, in order to ensure that the intention of sub-paragraph (ii) of paragraph (d) hereof is achieved.
- (f) Subject to Superannuation Law, the Trustee shall subject to such conditions as it thinks fit have power to accept into the Fund in respect of a Member amounts transferred from the trustee or responsible authority of an Approved Arrangement.
- (g) A Member cannot transfer amounts into this Division from the Former Scheme prior to a date determined by the Trustee.

10.2 Transfers to approved arrangements

- (a) Subject to sub-clause 10.4 and paragraph (b), in the case of a Beneficiary who is entitled:
 - (i) to an immediate benefit from the Fund; or
 - (ii) to a preserved benefit which is payable from the Fund sometime after the Member has left the employ of the Employer, in lieu of providing all or part of that benefit from the Fund,
 then:

- (iii) the Trustee may with the consent of the Beneficiary pay or transfer to an Approved Arrangement or another Division of this Plan an amount representing the value of the benefit as determined by the Trustee after obtaining the advice of the Actuary; or
 - (iv) in the absence of a consent from the Beneficiary the Trustee shall pay or transfer to another Division of this Plan or an Approved Arrangement approved by the Trustee an amount representing the value of the benefit determined by the Trustee after obtaining the advice of the Actuary.
- (b) Subject to Superannuation Law and sub-clause 10.4, the Trustee may pay or transfer all or part of a Member's entitlement or interest in the Fund and/or any other relevant amount in the Fund to:
 - (i) any other Approved Arrangement in accordance with the relevant requirements of Superannuation Law including, without limitation, to a 'successor fund' (within the meaning of SIS) and without the consent of the Member concerned where permitted under Superannuation Law;
 - (ii) another Division of the Plan provided that the Trustee is acting consistently with its duties, the Trustee considers that it is no longer in the interests of the members of the Plan to maintain this Division and the Principal Company has consented to the transfer; or
 - (iii) another Division of the Plan provided that the member has consented to the transfer.
- (c) The Trustee shall have the power to impose such conditions relating to the amount transferred as provided in paragraphs (a) or (b) hereof as the Trustee shall think fit including, without limitation, such conditions as shall be necessary or desirable in order to comply with the requirements of Superannuation Law in relation to the preservation and portability of benefits.
- (d) Upon completion of the transfer in respect of a Member or Beneficiary under paragraphs (a) or (b) hereof, the Trustee shall be released and discharged in respect of the Member or Beneficiary and the persons claiming through or under them respectively.

10.3 Transfer to Beneficiary Account

This sub-clause applies where one or more categories of Beneficiary Account are made available to Eligible Employees generally, or to one or more Eligible Employees or classes of Eligible Employees, in accordance with this Schedule. If an Eligible Employee so requests with the prior consent of the Trustee in accordance with any rules, procedures or arrangements made by the Trustee from time to time, the Trustee shall transfer or credit (as the case may be) to such one or more categories of Beneficiary Account established and maintained pursuant to Schedule 1 Rule 8 as are specified by the Eligible Employee the amount specified by the Eligible Employee which represents all or part (as the case may be) of the value of an amount or assets transferred to the Fund pursuant to sub-clause 10.1 from an Approved Arrangement after the SFT Date.

In this sub-clause Eligible Employee means a Member nominated as such by the Employer and the Trustee for the purposes of this sub-clause.

10.4 Taxation concessions

Notwithstanding anything expressed or implied to the contrary in this Schedule, no payment or transfer shall be arranged or made from or to an Approved Arrangement, if in

the opinion of the Trustee, so to do would prejudice the taxation concessions available to the Plan or otherwise cause the Plan to breach or to fail to comply with any relevant requirements of Superannuation Law.

11 Benefits: general provisions

11.1 Overriding provision relating to benefits

Notwithstanding anything expressed or implied to the contrary in this Schedule:

- (a) [Deleted]
- (b) no benefit:
 - (i) shall be paid from the Fund or otherwise dealt with; or
 - (ii) shall be retained in the Fund,if in the opinion of the Trustee so to do will or may prejudice the granting or continuance of taxation concessions for or in respect of the Plan under the Tax Act or cause the Plan to be in breach of or fail to comply with any requirement of Superannuation Law or any other law or regulation governing complying superannuation funds within the meaning of the Tax Act;
- (c) no benefit:
 - (i) shall fall below the minimum benefit which in the opinion of the Trustee is required to be paid from the Fund; or
 - (ii) exceed the maximum benefit which in the opinion of the Trustee can be paid from the Fund,in order to ensure that the granting and continuance of taxation concessions for or in respect of the Plan under the Tax Act are not prejudiced or that the Plan is not in breach of or fails to comply with any requirement of Superannuation Law or any other law or regulation governing complying superannuation funds within the meaning of the Tax Act;
- (d) no contributions shall be received into the Fund and no accrual of benefits shall be granted if in the opinion of the Trustee so to do will or may prejudice the granting or continuance of taxation concessions for or in respect of the Plan or under the Tax Act or cause the Plan to be in breach of or fail to comply with Superannuation Law or any other law or regulation governing complying superannuation funds within the meaning of the Tax Act;
- (e) in order to ensure compliance with paragraphs (b), (c) and (d) hereof, the Trustee may temporarily or permanently waive or reduce the contributions (if any) payable to the Fund by or in respect of a Member and, in any case subject always to this sub-clause, the Trustee may adjust the benefits provided or to be provided for or in respect of a Member and the circumstances in which the same will be provided in such manner and to such extent as may be determined by the Trustee;
- (f) where a Member ceases to be in the Service and is entitled to a benefit under the Interim Arrangement Act in respect of a period of Service the Trustee shall reduce the benefit payable to or in respect of the Member under the Division:
 - (i) for any period of Service after 1 January 1988 and prior to 1 January 1989 - by 1.5% of the Member's Final Average Salary for that year

(and pro rata for each day any part of the period is less than a complete year); and

- (ii) for any period of Service after 1 January 1989 - by 3% of the Member's Final Average Salary for each year (and pro rata for each day any part of the period is less than a complete year) of the period;

PROVIDED THAT in respect of any period of Fractional Time Service, the percentage of the Final Average Salary in respect of any such period of Fractional Time Service shall be multiplied by the Service Fraction for that period;

- (g) if a Member or a person claiming through or under a Member is or may be entitled to benefits similar to those or any of those provided under the Division from another fund or scheme to which an Employer contributes either directly or indirectly, the Trustee may (and shall at the direction of the Principal Company) reduce the benefit payable to or in respect of the Member by such amount or in such manner as the Trustee after obtaining the advice of the Actuary thinks appropriate having regard to the value of the benefit provided from such other fund or scheme, **PROVIDED THAT** the Trustee may but shall not be obliged to comply with a direction given by the Principal Company pursuant to this paragraph (g) where the direction is given in circumstances such that, if this Schedule were to oblige the Trustee to comply, the Plan would be in breach of or would fail to comply with a relevant requirement of Superannuation Law;
- (h) if the Trustee is required by Superannuation Law to:
 - (i) pay or commence to pay a benefit out of the Fund in respect of a Member or other person at or by a certain time; or
 - (ii) otherwise pay or deal or commence to pay or deal with a benefit out of the Fund in respect of a Member or other person,

then notwithstanding any provision of this Schedule (including any provision of this Schedule which purports to apply notwithstanding other provisions of this Schedule), or the fact that a claim has not been made by the relevant Member or other persons, the Trustee may, subject to and in accordance with Superannuation Law, pay or commence to pay the benefit to or in respect of the Member or other person, as the case requires, or otherwise deal or commence to deal with the benefit (as the case may be), less any deduction that is required to be made in respect of any taxes, duties or charges;

- (i) where the right of a Member, or of the Dependants of a Member, to receive benefits from the Division ceases during a year of income the Trustee shall comply with any relevant requirement of Superannuation Law relating to Members ceasing to be entitled to benefits which is applicable in respect of the Division.

11.2 [Deleted]

11.3 Rights to benefits

No Member or person claiming through or under a Member or on his or her behalf or a Dependant or legal personal representative shall be entitled to require payment of any amount from the Fund except as may be expressly provided for and specified in this Schedule or the Schedule 1 Rules.

11.4 Claims for benefits

- (a) Every Member and person claiming or in receipt of a benefit under this Division shall furnish to the Trustee such information, documents and evidence and undergo such medical examinations including blood tests as the Trustee shall consider necessary for the purpose of properly administering this Division. Failure to comply with any request of the Trustee under this paragraph (a) shall entitle the Trustee to suspend payment of the benefit or consideration of any claim thereto, as the case may require, until the requirements of this paragraph (a) are complied with.
- (b) Notwithstanding any provision of this Schedule (including any provision of this Schedule which purports to apply notwithstanding other provisions of this Schedule), a Member or other person shall not be entitled to be paid a benefit if the Trustee has not:
 - (i) in the case of paragraph (h) of sub-clause 11.1 determined to pay a benefit; or
 - (ii) in any other case - received a claim from the Member or other person (as the case may be), and the requirements set out in paragraph (a) have been fully complied with.
- (c) Except as expressly provided for in this Schedule or the Schedule 1 Rules, no Member can require the Trustee to assess the Member's entitlement to a benefit which is payable on cessation of Service whilst the Member remains in the Service of an Employer.

11.5 Proofs

Whenever it shall be necessary for the Trustee to decide questions of fact the Trustee may act upon such proofs or presumptions as the Trustee may deem satisfactory whether the same be strictly legal proofs or legal presumptions or not.

11.6 Payment of death benefits

- (a) The Trustee may provide a Member or a group of Members with a facility and guidelines to make:
 - (i) a Binding Nomination;
 - (ii) a Non-Lapsing Nomination; or
 - (iii) a Discretionary Request.
- (b) The Trustee may provide its consent to the exercise of a Member's direction in a Non-Lapsing Nomination:
 - (i) on an individual basis; or
 - (ii) on a general basis with effect from the time that the Non-Lapsing Nomination is processed by or on behalf of the Trustee where the direction is exercised in accordance with guidelines that the Trustee determines in accordance with clause 11.6(c) from time to time.
- (c) For the purposes of clause 11.6(b)(ii), the guidelines comprise the following:
 - (i) a nominated beneficiary of the Member must be:
 - (A) a Dependant or the legal personal representative of the Member; or

- (B) if there is no Dependant or legal personal representative nominated by the Member, any other natural person to whom the Death Benefit of the Member may be paid under SIS;
 - (ii) the Nomination must deal with all or part of the Death Benefit of the Member; and
 - (iii) such other or such varied conditions determined by the Trustee from time to time.
- (d) Subject to clauses 11.6(f) and 11.6(g), the Trustee:
- (i) must, in the case of a Binding Nomination;
 - (ii) must, in the case of a Non-Lapsing Nomination to which the Trustee has consented pursuant to clause 11.6(b); and
 - (iii) may, in the case of a Discretionary Request,
- give effect to the Nomination or Discretionary Request in accordance with its terms.
- (e) If a Member gives the Trustee a Nomination or Discretionary Request:
- (i) any prior Nomination or Discretionary Request is taken to be revoked on the date of the Trustee's acceptance of that later Nomination or Discretionary Request; and
 - (ii) the later Nomination or Discretionary Request given by the Member and accepted by the Trustee replaces any prior Nomination or Discretionary Request.
- (f) If a Nomination or Discretionary Request specifies a person as a beneficiary who is not eligible under Superannuation Law or the Trustee's guidelines (**ineligible beneficiary**) to receive the portion of the benefit specified in the Nomination or Discretionary Request, the Trustee:
- (i) must, in the case of a Nomination; and
 - (ii) may, in the case of a Discretionary Request,
- pay the specified portion of the benefit referable to the ineligible beneficiary:
- (iii) to the remaining nominated beneficiary, or, if more than one, to the remaining nominated beneficiaries in the same proportion, but as to the whole, that they shared in the portion of the Death Benefit payable to them in accordance with the Nomination or Discretionary Request; or
 - (iv) if there is no remaining eligible nominated beneficiary, to the legal personal representative of the Member.
- (g) A Non-Lapsing Nomination ceases to be valid if the Trustee has actual knowledge that the Member has, after giving the Trustee a Non-Lapsing Nomination:
- (i) married;
 - (ii) entered into a de facto or like relationship with a person of either gender;
 - (iii) separated on a permanent basis from their Spouse; or
 - (iv) had a Child with a person other than their Spouse.

- (h) If the Trustee is required to pay or has decided to pay a Death Benefit, or a portion of a Death Benefit, to a legal personal representative of a Member and a legal personal representative is not appointed, or the Trustee is unable to identify the legal personal representative, within 90 days of the date of death or any later date the Trustee considers reasonable, the Trustee must pay the whole or the part of the Death Benefit:
 - (i) to such one or more of the Dependants of the Member; or
 - (ii) if none, to any other person or persons in accordance with Superannuation Law,
 as the Trustee determines.
- (i) Where the whole or part of a Death Benefit is payable and none of the previous clauses apply in relation to the whole or the part, the Trustee may pay the relevant amount to such one or more of the Member's Dependants and legal personal representative as the Trustee determines, or, if none, to any other person or persons in accordance with Superannuation Law, as the Trustee determines.
- (j) The Trustee may impose additional conditions and make additional rules and procedures for the payment of a Death Benefit in circumstances not contemplated or dealt with by this clause 11.6 including where a Nomination or Discretionary Request is wholly or partly invalid.
- (k) The Trustee must treat any non-binding death benefit nomination that was provided to the trustee of the Former Scheme and in effect immediately prior to the SFT Date as a Discretionary Request that was provided to the Trustee.

11.7 Payment to spouse

Notwithstanding anything expressed or implied to the contrary in this Schedule, where a deceased Member is survived by more than one person who qualifies as his or her Spouse:

- (a) the benefit payable under this Schedule shall be at such rate or of such amount as would be applicable if the deceased Member concerned were survived by one Spouse; and
- (b) the benefit shall be payable to those persons or to such one or more of them to the exclusion of the others or other of them or in such proportions between them as the Trustee shall from time to time determine having regard to the respective needs of those persons and to such other matters as the Trustee considers relevant.

11.8 Beneficiary under legal disability

- (a) If it appears to the Trustee that a Beneficiary is under any legal disability or is unable for any reason whatsoever 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 benefit payable to the Beneficiary to another person to be used for the benefit of the Beneficiary.
- (b) The receipt of any person to whom the Trustee is authorised to make any payment under this sub-clause shall be a full and sufficient discharge to the Trustee and the Trustee shall not be bound or concerned to see to the application of such payment.
- (c) The Trustee shall not be under any duty to have recourse to this sub-clause or to consider whether recourse should be had hereto, notwithstanding that the

Trustee may have actual notice of any infirmity, lack of fitness or other relevant matter provided for herein.

11.9 Insured benefits

- (a) Where the Trustee has entered into any insurance arrangement to provide some or all of the benefit payable from the Fund to or in respect of a Member and the Insurer either declines cover or reduces the amount payable to or in respect of a Member, then notwithstanding anything expressed or implied to the contrary in this Schedule or the Schedule 1 Rules the Trustee shall reduce the amount of the benefit otherwise payable to or in respect of the Member by the amount which the Insurer declines or refuses unless the Employer enters into an arrangement acceptable to the Trustee to reimburse the Fund in respect of the amount of insurance so declined or refused.
- (b) Where the Trustee is of the opinion that had the Trustee entered into an insurance arrangement under paragraph (a) hereof that the Insurer under such arrangement would have declined cover or reduced the amount otherwise payable to or in respect of a Member, then notwithstanding anything expressed or implied to the contrary in this Schedule or the Schedule 1 Rules, the Trustee shall reduce the amount of the benefit otherwise payable to or in respect of the Member by the amount which the Trustee believes the Insurer would have declined or refused unless the Employer enters into an agreement acceptable to the Trustee to reimburse the Fund for the cost of providing the benefit over and above the reduced benefit which would have otherwise been provided to or in respect of the Member. In forming an opinion under this paragraph the Trustee shall be entitled but not obliged to rely on a certificate from a proper officer of an insurance company selected by the Trustee as to whether or not an Insurer would have declined or reduced cover in the relevant circumstances.

11.10 Interest

- (a) Where the Trustee is required to credit or debit amounts in respect of interest in respect of any period, the Trustee shall, after obtaining the advice of the Actuary, determine a rate having regard to the actual net earning rate of the Fund that relates to this Division taking into account all proper expenses and taxes incurred or to be incurred by the Fund that relates to this Division in relation to that period.
- (b) The Trustee shall also have power in a similar manner to determine an interim rate in respect of any period prior to the determination of the actual earning rate for that period.
- (c) Notwithstanding paragraph (a), where the assets of the Fund that relate to this Division are invested in Sub-funds as referred to in Clause 8.4, the Trustee may, after obtaining the advice of the Actuary determine a separate rate in respect of any such Sub-fund and may credit that rate in lieu of the rate referred to in paragraph (a) where interest is required to be credited pursuant to the provisions of this Deed either generally or in respect of any particular provision as the Trustee may think fit and the Trustee shall also have power in a similar manner to determine an interim rate in respect of such a Sub-fund in respect of any period prior to the determination of the actual earning rate for the Sub-fund for that period.
- (d) The Trustee shall comply with the relevant requirements of Superannuation Law in determining any rate or rates of interest for the purposes of the Division.

- (e) For the avoidance of doubt, amounts in respect of interest determined in respect of a period may be negative and the Trustee shall have power to debit amounts by applying a negative rate.

11.11 Discharge of Trustee

The receipt of a Beneficiary, legal personal representative or any person acting on behalf of a Beneficiary shall be a complete discharge to the Trustee in respect of the amount paid to that person and the Trustee shall not be bound to see to the application thereof.

11.12 Application of unpaid benefits

Without prejudice to the foregoing, if a Beneficiary dies before the whole of a benefit which is payable to that Beneficiary has been paid, the amount of the unpaid benefit shall be paid or applied in accordance with sub-clause 11.6 as if the Beneficiary were a Member at the time of his or her death.

11.13 Benefits strictly personal

- (a) No interest under the Division or benefit payable out of the Fund shall be assignable at law or in equity either in whole or in part.
- (b) Except as otherwise expressly provided in this Schedule or the Schedule 1 Rules,
 - (i) if any Member or Beneficiary shall do or cause or suffer to be done any act or thing; or
 - (ii) if some event shall happen,whereby all or any part of the Member's or Beneficiary's interest in the Fund or a benefit to which the Member or Beneficiary may be or become entitled would whether by the Member's or Beneficiary's own act or by operation of the law or otherwise become payable to or vested in any other person or persons then, notwithstanding anything expressed or implied to the contrary in this Schedule or the Schedule 1 Rules, such interest or the right to such benefit shall determine and neither the Member nor Beneficiary nor any person claiming under or in respect thereof shall have any further claim or right in respect of that interest or benefit **PROVIDED THAT** notwithstanding the generality of the foregoing this paragraph shall not apply to any interest or benefit to which the Member or Beneficiary (or any person claiming under, or in respect of, him or her) is absolutely entitled or (in the case of a Member or Beneficiary who becomes bankrupt, commits an act of bankruptcy or executes a deed of assignment or a deed of arrangement under the Bankruptcy Act 1966) to the beneficial interest (within the meaning of the Bankruptcy Act 1966) of the relevant person.
- (c) In the event of the determination of an interest or a right to a benefit under paragraph (b), the Trustee may (but it shall not be incumbent on the Trustee so to do) pay or apply as the Trustee may think fit for the benefit of the Member or Beneficiary concerned or his or her Dependants (to the exclusion of any one or more of them as the Trustee may determine) any sum or sums not exceeding altogether the amount which would have been payable to or in respect of that Member or Beneficiary if such determination had not occurred.

11.14 Debts or defalcation

The Trustee may deduct from a Member's or Beneficiary's interest in the Fund or from any moneys which but for this sub-clause 11.14 would be payable to or for the benefit of the Member or Beneficiary or any person claiming through or under a deceased Member or Beneficiary, and may retain in the Fund, any amount which the Trustee may determine is owing to the Trustee or the Fund by that Member or Beneficiary either solely or in conjunction with any other person on any account whatever, including without limitation:

- (a) any amount which the Trustee may consider necessary to reimburse or compensate the Trustee or the Fund in respect of any loss or damage suffered thereby as a result of the fraud or other dishonesty of the Member or Beneficiary; and
- (b) interest at such rate and in respect of such period as the Trustee may consider appropriate

PROVIDED THAT no such deduction shall be made if in the opinion of the Trustee so to do will or may prejudice the taxation concessions granted or made available to the Plan or cause the Plan to breach or fail to comply with any relevant requirement of Superannuation Law.

11.15 Augmentation of benefits

The Employer may, with the prior consent of the Principal Company, from time to time direct the Trustee to increase by such amount or in such manner as the Employer shall specify all or any of the benefits which are or may become payable in respect of a Member **PROVIDED THAT**:

- (a) the Employer agrees to meet the cost to the Fund of any such direction (after taking account of any provision of this Schedule which requires or permits the Trustee to adjust or reduce benefits as a result of any surcharge, tax, charge or import (however described) levied against the Trustee or the Fund in respect of such increase) as determined by the Trustee (having regard to the advice of the Actuary) in accordance with arrangements or undertakings suitable to the Trustee or as the Employer and Trustee otherwise agree;
- (b) the Trustee may refuse to proceed with the provision of all or part of any such increase in respect of any Member if or to the extent that any arrangement or undertaking required by the Trustee under paragraph (a) of this proviso in respect of that increase is not given or made (as the case may be), or having been given or made is not fulfilled or complied with to the satisfaction of the Trustee; and
- (c) the Trustee is satisfied that the provision of the increased benefits will not prejudice the taxation concessions available in respect of the Plan or cause the Plan or the Trustee to be in breach of, or to fail to comply with or satisfy, Superannuation Law.

11.16 Taxation and surcharge referable to Members and Beneficiaries

- (a) Where applicable, the Trustee shall unless otherwise requested by the Principal Company, notwithstanding any provision of this Schedule, but subject to Superannuation Law, reduce the benefits payable from the Fund to or in respect of a Member or a Beneficiary to take account of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which have been or in the opinion of the Trustee may be assessed against the Fund in respect of a Member or Beneficiary, or in connection with a

contribution made or deemed to be made in respect of a Member or a Beneficiary, from time to time and any amount which is paid or applied to or in respect of the Member in relation to a tax liability assessed against or incurred by the Member arising out of or in connection with contributions made to the Fund in respect of that Member and/or his or her membership of the Plan, and in respect of which no adjustment has been made under other provision of this Schedule. Where applicable, such reduction shall be made in accordance with paragraph (b) of this sub-clause.

- (b) Where this sub-clause applies, unless the Trustee and the Principal Company otherwise agree in any particular case or cases, the Trustee may:
- (i) deduct the amount of the surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which has been assessed against the Fund or otherwise been paid or applied in respect of the Member or Beneficiary from the appropriate account in the Fund into which the employer financed benefits have been credited; or
 - (ii) reduce the benefit payable to or in respect of the Member or Beneficiary by the amount recorded as the debit balance of the notional account maintained in respect of the Member or Beneficiary under paragraph (c) of this sub-clause at the time the benefit becomes payable for or in respect of the Member or Beneficiary,

PROVIDED THAT:

- (A) no reduction shall be made to benefits which have, in the opinion of the Actuary, accrued in respect of a Member or a Beneficiary up to 24 March 1998; and
 - (B) where a benefit is payable under Schedule 1 Rule 4.4 to, or in respect of, any person who is a Member on 1 July 2000 that benefit shall not be less than the benefit which would have been payable as at 30 June 2000 under Schedule 1 Rule 4.4 as in force at that date by reason of the application of this Clause 11.16(b).
- (c) The Trustee shall maintain a notional account in respect of each Member and Beneficiary to which this sub-clause applies and shall debit such account with:
- (i) the amount of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which in the opinion of the Trustee has been assessed against the assets of the Former Scheme prior to the SFT Date in respect of the Member or Beneficiary;
 - (ii) the amount of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which in the opinion of the Trustee has been assessed against the Fund in respect of the Member or Beneficiary; and
 - (iii) an amount by way of interest on the debit balance of the amount (including any amount to be debited under this paragraph) calculated as at 30 June in each year or whenever the benefit is to be paid to or in respect of the Member or Beneficiary:
 - (A) in the case of a tax known as the surcharge contribution tax at the Treasury Bond rate on the relevant day for bonds with a term of 10 years or such other rate determined by the Trustee having regard to the practice or schemes conducted by the Commonwealth of Australia; and

- (B) in the case of any other tax, charge or impost (howsoever described) at a rate (that may be positive or negative and may differ having regard to the nature of the tax, charge or impost) determined from time to time by the Trustee as the Trustee thinks fit,

and shall credit such account with any adjustment, credit or refund of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which in the opinion of the Trustee has been made in favour of or received in respect of the Member or Beneficiary.

A Member or Beneficiary may, with the prior approval of the Trustee, reduce the debit balance in the notional account maintained in respect of the Member or Beneficiary under this clause 11.16(c) by making additional contributions or rolling over amounts to this Division or by requesting deductions from another account maintained in this Plan in respect of the Member or Beneficiary for that purpose.

- (d) The Trustee:
 - (i) may make any payment on account of surcharge, tax, charge or impost or advance instalment or any associated amount which has been or which in the opinion of the Trustee may be assessed in respect of a Member or Beneficiary, or in connection with a contribution made or deemed to be made in respect of a Member or Beneficiary, at such time, in such manner, by such arrangement and otherwise that may be required by the applicable legislation;
 - (ii) shall have power to remit the amount deducted or such other amount as the Trustee thinks fit to the Commissioner of Taxation or other relevant authority (as the case may be) or otherwise in accordance with the requirements of the applicable legislation; and
 - (iii) shall have power to debit any amount in the books of the Fund with such amount as the Trustee thinks fit in respect of any payment, or reduction in the benefits, made in this clause and to make such other adjustments and provisions that the Trustee may consider appropriate.

11.17 Release of Benefits on Severe Financial Hardship or Compassionate Grounds

- (a) Subject to Superannuation Law and with the written consent of the Member concerned, the Trustee may release an amount in respect of a Member (not exceeding the amount of the Member's vested benefit in this Division) in a case of severe financial hardship or, with the approval of the Regulator, on compassionate grounds.
- (b) Where the Trustee releases an amount in respect of a Member under sub-clause 11.17(a), the Trustee must reduce the benefit which becomes payable to or in respect of the Member in such manner or on such basis as the Trustee determines.

11A Family Law Provisions

11A.1 Benefit splitting and flagging arrangements

Subject to Clause 11A.2, this Clause 11A will apply in respect of a Member and their Spouse if:

- (a) a superannuation agreement (which provides for a payment flag or a payment split) or a flag lifting agreement has been entered into by the Member and their Spouse and such agreement has taken effect; or
- (b) a splitting order or a flagging order has been made by a court of competent jurisdiction in respect of the Member and their Spouse.

11A.2 Trustee may require Member and Spouse to provide details

A Member and/or their Spouse must provide such information, declarations, proofs, documents and payments as the Trustee may require under Superannuation Law. The Trustee may determine that this Clause 11A will not apply in respect of a Member and their Spouse if the requirements of this Clause 11A.2 have not been complied with to the satisfaction of the Trustee.

11A.3 Definitions

Terms used in this Clause 11A have the same meanings as they do under Superannuation Law.

11A.4 Establishment of accounts

- (a) The Trustee may establish an account in respect of the Spouse of a Member under the Gateway Division of the Plan. If the Trustee has previously established an account in respect of the Spouse under the Gateway Division of the Plan, the Trustee may credit or debit amounts to that account for the purposes of this Clause 11A.
- (b) The following amounts may be credited to an account maintained in respect of a Spouse in the Gateway Division of the Plan:
 - (i) any amount which becomes payable (but which has not yet been paid) to or in respect of the Spouse pursuant to any relevant superannuation agreement, flag lifting agreement or splitting order; and
 - (ii) any amount representing the entitlement of the Spouse under a relevant superannuation agreement, flag lifting agreement or splitting order.

11A.5 Cessation of benefits

Notwithstanding any other provision of this Schedule, the Trustee is not required to pay any amount in respect of a Member if any part of that amount is a splittable payment which is subject to a flagging order or a payment flag. The Trustee will deal with such amounts in accordance with, and has power to take such steps as may be required by, this Clause 11A and Superannuation Law.

11A.6 Calculation of benefits

The Trustee may adjust the benefits payable in respect of a Member, and may:

- (a) calculate the amounts payable in respect of their Spouse, in accordance with any relevant superannuation agreement, flag lifting agreement, court order and Superannuation Law; and
- (b) take into account any adjustment to the benefits payable in respect of a Member under the Former Scheme.

The Trustee has power to pay such adjusted benefits and calculated amounts or to credit those benefits and amounts to such accounts as may be determined by the Trustee.

11A.7 [Deleted]

11A.8 Splitting interest in the growth phase

- (a) The Trustee may maintain an account in the Gateway Division of the Plan in respect of a Spouse for the purposes of splitting any interest of the Member in this Division which is in the growth phase.
- (b) The Trustee may credit to the account referred to in paragraph (a) an amount corresponding to the Spouse's entitlement in respect of the Member's interest in this Division (less any fees, costs or expenses charged by the Trustee). Such amount will be determined on a basis determined by the Trustee which is in accordance with the relevant superannuation agreement, flag lifting agreement or court order and Superannuation Law.
- (c) The Trustee may make such adjustments and take such steps as may be necessary or desirable to reduce the Member's interest in this Division by the amount of the Spouse's entitlement calculated under paragraph (b). Such adjustments may be made on a basis determined by the Trustee with the approval of the Actuary which is not inconsistent with the relevant superannuation agreement, flag lifting agreement or splitting order and Superannuation Law.
- (d) Subject to Superannuation Law, the Trustee may determine the preserved, unrestricted non-preserved and restricted non-preserved components of the benefits of the Member and their Spouse in this Division.

11A.9 Provision of information

The Trustee may:

- (a) provide the Member and/or their Spouse with information relating to the benefits and interests of the Member and their Spouse; and
- (b) require any fees or costs to be paid in connection with, and prior to, the provision of such information,

in accordance with Superannuation Law.

11A.10 Fees, costs and expenses

Subject to Superannuation Law, the Trustee may in its discretion determine that fees, costs or expenses shall be paid or charged in respect of costs and expenses incurred in connection with the application and administration of this Clause 11A. Any fees, costs or

expenses shall, subject to Superannuation Law, be paid or charged to such account of the Member and/or their Spouse and on such basis as determined by the Trustee.

11A.11 Transfer of benefits

If a Spouse is a Member, the Trustee may transfer the balance of an account maintained in respect of the person to such other account as may be maintained by the Trustee in respect of the person as the Trustee may determine.

11A.12 Rollover

The Trustee may, in accordance with Superannuation Law, transfer or rollover to an Approved Arrangement:

- (a) the credit balance of an account maintained in respect of a Spouse; or
- (b) if an account has not yet been established in respect of the Spouse, any amount which would constitute the credit balance if there were to be no transfer or rollover and an account was established in respect of the Spouse,

after the deduction of all relevant costs and expenses (if any).

11A.13 Disclosure upon opening account

If an account is established in respect of a Spouse under this Clause 11A, the Trustee will provide the Spouse with such information and disclosure documents relating to this Division and their account as may be required under Superannuation Law.

11A.14 [Deleted]

12 Amendment

- (a) The Principal Company may by deed alter, add to or repeal all or any of the provisions contained in this Schedule or the Schedule 1 Rules, including the provisions of this Clause, to the extent only that:
 - (i) such alteration, addition or repeal relates to the contributions that an Employer will, after such alteration, addition or repeal comes into force, be required or permitted to pay to the Fund;
 - (ii) such alteration, addition or repeal relates solely to termination of the Division; or
 - (iii) the circumstances in which such alteration, addition or repeal is made are permitted under Superannuation Law,and otherwise the Principal Company may with the consent of the Trustee at any time and from time to time by deed alter, add to or repeal all or any of the provisions contained in this Schedule or the Schedule 1 Rules, including the provisions of this Clause.
- (b) The Trustee with the prior consent of the Principal Company may at any time and from time to time by deed alter, add to or repeal all or any of the provisions contained in this Schedule (including the Schedule 1 Rules) or Rule 2.1(c).
- (c) Any alteration, addition or repeal:

- (i) so made shall come into force on the execution of such deed and shall take effect as from that date or as from such earlier or later date as may be specified for that purpose in such deed; and
 - (ii) so made and for the time being in force shall be of the same validity as if it had been originally contained in this Division or the Schedule 1 Rules and may in like manner be altered, added to or repealed.
- (d) The Trustee shall in accordance with the relevant requirements of Superannuation Law notify each Member of such alteration, addition or repeal and all Members shall be bound thereby. No accidental failure or omission to give any such notification shall prejudice or invalidate the relevant alteration, addition or repeal.
- (e) No alteration, addition or repeal as aforesaid shall be made unless:
 - (i) the Actuary (whose decisions shall be final) determines that such alteration, addition or repeal shall not reduce the amount of the benefits presently or prospectively payable in respect of any Member or Beneficiary to the extent that such benefits have accrued in respect of the period up to the date the alteration, addition or repeal is effected; or
 - (ii) such alteration, addition or repeal is approved by the Regulator in writing; or
 - (iii) such alteration, addition or repeal is approved in writing by each Member or Beneficiary whose benefits are reduced in the manner anticipated by paragraph (i) hereof and by such other person or persons (if any) whose approval or consent is required under Superannuation Law.

13 Associated Employers

13.1 [Deleted]

13.2 [Deleted]

13.3 Winding up of an Employer

- (a) If:
 - (i) where an Employer is or includes a body corporate, a resolution is passed or an order is made for the winding up thereof or a scheme of arrangement providing for the dissolution thereof is approved by a court;
 - (ii) where an Employer is or includes a partnership, that partnership is dissolved;
 - (iii) where an Employer is or includes a natural person or natural persons, that person becomes or any of those persons become bankrupt; or
 - (iv) an Employer ceases to carry on business,
 then, without prejudice to any notice of termination or suspension of contributions which has already taken effect in respect of the Employer under sub-clause 13.4, the Trustee shall be deemed to have received on the date the

relevant event, specified in paragraph (a) hereof, occurs (hereinafter called the **Relevant Date**) a notice from the Employer pursuant to sub-clause 13.4 that it had decided to indefinitely suspend all of its contributions to the Fund with effect on the Relevant Date.

- (b) If in the opinion of the Trustee:
- (i) an event specified in paragraph (a) hereof occurs for the purpose of amalgamation or reconstruction of an Employer or otherwise for the purpose of the replacement of an Employer by a successor; or
 - (ii) an Employer ceases to carry on business by reason of the disposal of its business undertaking to another person,
- the Trustee with the approval of the Principal Company may enter into an agreement with the person whom the Trustee considers succeeds the Employer for that successor to take the place of the Employer under this Schedule and the Schedule 1 Rules. Such an agreement shall be in a form acceptable to the Trustee and shall be binding on the Trustee and all Employers, Members and other interested persons under this Division.
- (c) Without limiting the provisions of sub-clause 13.4, if no such agreement is entered into within 90 days after the Relevant Date (or within such other period as the Trustee thinks fit), the Trustee shall be deemed to have received on the last day of such period a notice from the Employer pursuant to sub-clause 13.4 that it had decided to terminate all of its contributions to the Fund with effect on that last day.

13.4 Termination reduction or suspension of Employer Contributions

- (a) Notwithstanding anything expressed or implied to the contrary in this Schedule or the Schedule 1 Rules, an Employer may with the consent of the person or persons concerned by written notice to the Trustee and either generally or in respect of any person or persons named or described, or falling within a group of persons named or described, in such notice:
- (i) terminate its obligations to contribute in accordance with the Schedule 1 Rules; or
 - (ii) reduce or suspend its contributions to the extent and either indefinitely or for the period specified in that notice,
- and any such notice shall take effect on the date (hereinafter called the **Notice Date**) which is the later of the date that notice is received by the Trustee and the date specified therein for such purpose, but nothing herein shall affect the Employer's liability in respect of contributions due in respect of a period prior to the Notice Date.
- (b) On and after the Notice Date:
- (i) no Employee shall be admitted as a Member during any period when an Employer's contributions are terminated or suspended pursuant to this sub-clause 13.4;
 - (ii) the Trustee may subject to such terms as the Trustee thinks fit permit a Member in respect of whom an Employer's contributions are being reduced to reduce the Member's future contributions to an extent which the Trustee considers to be consistent with the reduction of the Employer's contributions;
 - (iii) subject to sub-clause 11.1, the Trustee may adjust any benefit which is or becomes or may become payable to or in respect of any person

named or described in such notice and any other person whom the Trustee considers is affected by such notice to such extent and in such manner as the Trustee considers fair and equitable after having obtained the advice of the Actuary and the adjusted benefits shall be substituted for the benefits otherwise payable or to be provided and the provisions of this Schedule shall apply mutatis mutandis to such adjusted benefits;

- (iv) unless otherwise determined by the Trustee, no benefit shall be paid from the Fund (including a benefit which became payable before the Notice Date) until the Trustee has determined whether or not any such adjustment is necessary and, if so, has effected such adjustment to the Trustee's satisfaction; and
 - (v) the Trustee shall as soon as possible notify a person affected by any such adjustment but failure so to do shall not affect the validity of any such adjustment.
- (c) Subject to this Schedule and to such terms and conditions as the Trustee considers appropriate, an Employer may by a further written notice given to the Trustee revoke or vary in whole or in part any such notice previously given by such Employer and, in the event of such a revocation or variation, the Trustee may adjust the rights, obligations and benefits of and in respect of the persons affected by such revocation or variation to such extent and in such manner as the Trustee considers appropriate and equitable after having obtained the advice of the Actuary.
- (d) If an Employer fails to contribute an amount to the Fund as and when required under this Schedule or the Schedule 1 Rules, the Trustee may determine that while that amount remains unpaid no benefit shall be paid from the Fund to or in respect of any person whom the Trustee considers to be affected by such failure and, if any amount to be contributed by an Employer under this Schedule remains unpaid for more than sixty days after it became payable (or such lesser period as the Trustee thinks fit either generally or in any particular case), then the provisions of paragraph (b) hereof shall apply as if:
 - (i) the Employer had decided to suspend all of its contributions to the Fund with effect on the last day of such period; and
 - (ii) the Trustee had on that day received written notice from the Employer of that intention.
- (e) All decisions of the Trustee in relation to the application or effect of this sub-clause or any such notice either generally or in respect of any person or any benefit and the manner and extent of any adjustment of or in relation to a benefit shall be final and binding on all interested persons. Without limiting the generality of the foregoing, in adjusting any benefit the Trustee may determine that such benefit shall be replaced in whole or in part by a benefit payable in another manner and form.

14 Return of surplus

14.1 Return of surplus - general provision

- (a) Whenever requested by the Principal Company, the Actuary shall investigate the Fund that relates to this Division and shall report to the Principal Company

and to the Trustee as to the Total Fund Value and Total Accrued Benefit Value as at the date on which such investigation is made (the **Valuation Date**).

- (b) The Trustee shall take all reasonable steps necessary to facilitate such investigation and shall provide to the Actuary such information as the Actuary may require in relation to such investigation.
- (c) If the Actuary's report reveals that the Total Fund Value exceeds the Total Accrued Benefit Value as at the Valuation Date and within 45 days after such report is given to the Principal Company, a written request for payment from the Principal Company is given to the Trustee, the Trustee shall, as soon as practicable but in no event later than 90 days, cause such part of the excess of the Total Fund Value over the Total Accrued Benefit Value which is attributable in the opinion of the Actuary to Employer contributions to the Fund as shall be requested by the Principal Company to be paid out of the Fund to the Principal Company or as the Principal Company may by notice in writing direct.
- (d) The Trustee shall comply with any request given to the Trustee under paragraph (c), unless prior to the payment out of the Fund as requested by the Principal Company, the Actuary certifies that due to a material change in circumstances, either:
 - (i) the Total Fund Value is less than the Total Accrued Benefit Value; or
 - (ii) the proposed payment pursuant to the request by the Principal Company would exceed the part of the Total Fund Value over the Total Accrued Benefit Value which is attributable in the opinion of the Actuary to Employer contributions to the Fund.In the case referred to in (i) above, the Trustee shall be under no obligation to make the payment to the Principal Company and in the case referred to in (ii) above, the Trustee shall reduce the payment to the part referred to in (ii) above.
- (e) In the exercise of any power under this sub-clause, the Trustee and the Principal Company shall comply with any requirements imposed by Superannuation Law and this sub-clause shall be read and construed subject to the relevant provisions of Superannuation Law which, to the extent required by Superannuation Law and as necessary to give full effect to this sub-clause, shall be taken to be incorporated into this sub-clause.

14.2 Return of surplus where SIS applies

- (a) During any period in which SIS applies in relation to a payment to an Employer or a related body corporate of an Employer from the Fund, the Principal Company may by notice in writing to the Trustee, in addition to any other power the Principal Company may have under this Schedule, request the Trustee to pay an amount out of the Fund that relates to this Division to the Principal Company or to an Employer nominated by the Principal Company. The request may be for a specific amount or for an amount calculated in accordance with a formula set out in the notice. The Trustee may not pay out of the Fund pursuant to this sub-clause 14.2 an amount in excess of the amount by which the Total Fund Value exceeds the Total Accrued Benefit Value. Where the notice requests a payment of an excess amount, the amount in the notice shall be deemed to be an amount equal to the excess of the Total Fund Value over the Total Accrued Benefit Value.
- (b) Whenever required by the Principal Company or the Trustee, the Actuary shall investigate the Fund that relates to this Division and shall as soon as practicable report in writing to the Principal Company and the Trustee as to the Total Fund Value and the Total Accrued Benefit Value as at the date at which

such investigation is made (the **effective date**). The Trustee shall make all reasonable efforts to facilitate such an investigation and shall provide to the Actuary such information as the Actuary may require to complete such investigation. The Actuary shall also certify in writing to the Trustee his or her opinion as to whether or not the Fund that relates to this Division would remain in a satisfactory financial position if the amount requested by the Principal Company were paid out of the Fund.

- (c) If the report of the Actuary reveals that the Total Fund Value exceeds the Total Accrued Benefit Value as at the effective date and the Actuary certifies in the manner specified in paragraph (b) of this sub-clause and the Trustee is satisfied that the payment of the amount is reasonable having regard to the interests of the Principal Company and any relevant Employer and the Members and Beneficiaries of this Division and such other matters as the Trustee considers relevant, the Trustee may, by resolution, declare its intention to make a payment of or payments totalling the amount out of the Fund that relates to this Division to the Principal Company or the Employer nominated by the Principal Company pursuant to paragraph (a) of this sub-clause and the Trustee will then give notice in writing to all the Members:
 - (i) stating that the Trustee intends so to pay such amount;
 - (ii) stating that the Actuary has given a certificate in the terms required by SIS; and
 - (iii) setting out particulars of the changes (if any) that are proposed to be made to this Schedule if the amount were paid out of the Fund.
- (d) Within seven days after the expiration of three months after the notice referred to in paragraph (c) was given to the Members the Trustee after considering the advice of the Actuary as to the financial position of the part of the Fund that relates to this Division at that time shall consider a resolution determining to make the payment or payments referred to in paragraph (c) of this sub-clause out of the Fund.
- (e) If the resolution referred to in paragraph (d) of this sub-clause is passed then the Trustee shall as soon as practicable make the payment or payments out of the Fund as specified in that resolution.

15 Termination of the Division

15.1 Termination

If:

- (a) it shall appear to the Trustee that the Plan is insolvent or if the Trustee shall be advised by the Actuary to that effect;
- (b) the Principal Company gives thirty days' notice in writing to the Trustee that it is of the opinion that this Division has failed to fulfil its purpose or that it is inconvenient or impracticable for this Division to continue; or
- (c) the Principal Company at any time fails to pay to the Trustee any amount for which it is liable within 42 days (or such further period as the Trustee may think reasonable) after the date on which the Trustee may require such amount to be paid or shall fail to observe and perform any other of its obligations under this Schedule,

then the Trustee shall determine a date within a reasonable period (hereinafter called the **Termination Date**) on which this Division will terminate, **PROVIDED THAT** the Trustee may but shall not be obliged to determine such a date upon receipt of a notice from the Principal Company given under paragraph (b) of this sub-clause where the notice is given in circumstances such that, if this Schedule were to oblige the Trustee to make such a determination, the Trustee would be in breach of or would fail to comply with a relevant requirement of Superannuation Law.

15.2 Procedures on termination

As from the Termination Date:

- (a) the Trustee shall promptly give notice in writing to the Employers and the Members that this Division will be wound up;
- (b) no further persons shall be admitted as Members;
- (c) no further contributions shall be made by Members or the Employers other than arrears of contributions due up to the Termination Date;
- (d) any arrears of contributions of the Members and the Employers shall be called in immediately;
- (e) after making such allowance as the Trustee considers appropriate for the costs and expenses incurred or likely to be incurred in connection with the Fund, the Trustee shall after obtaining the advice of the Actuary make such provisions from the assets of the Fund as the Trustee considers appropriate to provide benefits not exceeding:
 - (i) in the case of a Member, the greater of Member's Accrued Retirement Benefit and the Member's MRB; and
 - (ii) in the case of a Beneficiary, the benefit to which he or she was entitled at the Termination Date,
 in lieu of the benefits which are payable and which would or might have been or become payable under the Division but for the operation of this Clause 15;
- (f) unless the Trustee with the approval of the Principal Company otherwise determines the following priority for the provision of benefits shall apply:
 - (i) benefits which have become payable in respect of Members who have ceased Service prior to the Termination Date;
 - (ii) benefits which are required to be preserved in respect of Members who have ceased Service prior to the Termination Date;
 - (iii) benefits which are to become payable to or in respect of Members in the Service on the Termination Date; and
- (g) when there are no Members or Beneficiaries and in the opinion of the Trustee all benefits which could become payable from the Fund have been paid, then any moneys and other assets remaining in the Fund after payment of any expenses incurred by the Fund shall be realised and the proceeds distributed to the Employers in such shares as the Principal Company shall direct, **PROVIDED THAT** in the exercise of any power under this paragraph the Trustee and the Principal Company shall comply with any requirements imposed by Superannuation Law and this paragraph shall be read and construed subject to the relevant provisions of Superannuation Law which, to the extent required by Superannuation Law and as necessary to give full effect to this paragraph, shall be taken to be incorporated into this paragraph.

15.3 Form of benefits

The benefits to be provided pursuant to paragraph 15.2(f) shall be:

- (a) subject to sub-clause 11.1, of such amount and provided in such form (whether cash, insurance policies, annuities or otherwise howsoever), by way of such arrangements (whether within or without the Plan) and subject to such conditions as the Trustee thinks fit; and
- (b) in lieu of and in full satisfaction of the benefits which would or might have been or become payable from the Fund but for the operation of this Clause.

15.4 Trustee's decision final

All decisions of the Trustee regarding the application and operation of this Clause 15 generally and, in particular, as to whether or not a benefit is to be provided in respect of a person hereunder and, if so, the amount, form and basis of provision thereof shall be final and binding on all interested persons.

16 Government Scheme

- (a) If during the continuance of this Division any Federal or State Government scheme for the provision of superannuation, retiring allowances, pensions or any other benefit similar to a benefit provided by this Division for, inter alia, Members of the Division and/or their Dependants be introduced or improved and if any Employer or a Member is compelled or elects to pay either directly or indirectly any portion of the contributions, premiums or other costs of such introduction or improvement the Principal Company if it so desires may give written notice to the Trustee requiring that from a specified date the benefits provided by this Division be reduced for all or any of such Members and/or their Dependants to an extent determined by the Principal Company with the approval of the Trustee not exceeding in value the value of the benefits provided for such Members and/or their Dependants under the Government scheme pursuant to such introduction or improvement **PROVIDED THAT** if the benefits payable under this Division are of a different form or nature to the benefits payable under the Government scheme the extent to which the benefits payable under this Division may be reduced shall be determined by the Principal Company with the approval of the Trustee after obtaining the advice of the Actuary, **PROVIDED FURTHER THAT** no such reduction shall be made without the consent in writing of the Regulator unless the Trustee is satisfied that the proposed reduction will not cause the Plan to fail to comply with any relevant requirement of Superannuation Law. Notwithstanding anything contained in this paragraph, the Trustee may but shall not be obliged to comply with a requirement of the Principal Company notified to it pursuant to this paragraph (a) where the requirement is notified to the Trustee in circumstances such that, if this Schedule were to oblige the Trustee to comply, the Plan would be in breach of or would fail to comply with a relevant requirement of Superannuation Law. The Trustee shall advise the affected Members of the reduction in their benefits.
- (b) In the event of a reduction in the benefits provided by this Division, pursuant to paragraph (a), any Members obliged to contribute to such Government scheme shall be relieved of their obligation to contribute under the Schedule 1 Rules to an extent (if any) determined by the Principal Company with the approval of the Trustee, after obtaining the advice of the Actuary, but such relief shall not

exceed the extent of the contributions or additional contributions which they are compelled to pay under the new or improved Government scheme in respect of which benefits have been reduced. The Trustee shall advise the Members of the extent of the relief granted to them under this paragraph (b).

- (c) Any reduction in the benefits provided by the Division pursuant to paragraph (a) and any reduction in the contributions payable by the Members pursuant to paragraph (b) shall be evidenced by a deed amending this Schedule. Such deed shall be executed or made by the Principal Company and the Trustee and any amendment made thereby shall notwithstanding anything contained in Clause 12 be valid and binding on the Principal Company, the Associated Employers, the Trustee and the Members.

17 Miscellaneous

17.1 Powers of Employer not affected

- (a) Nothing in this Schedule shall be deemed to affect prejudice or alter in any way the powers of an Employer with regard to the dismissal or remuneration of or any dealings whatsoever with any of its Employees. Any benefits to which a Member or other person may be or may claim to be entitled under this Schedule shall not be used or alleged or claimed as damages or as grounds for increasing damages in any action or claim by the Member or by anyone claiming through or under the Member against an Employer in respect of any such dismissal or dealing or otherwise.
- (b) Except to the extent expressly provided in this Schedule or the Schedule 1 Rules, when acting in its capacity as an Employer under this Schedule or the Schedule 1 Rules an Employer is in no sense under a fiduciary or other duty and has in relation to the exercise, non-exercise or partial exercise of any power vested in it an absolute and uncontrolled discretion and is not required to give to any person any reason for or explanation of its exercise, non-exercise or partial exercise of such a power.
- (c) If any doubt or dispute arises as to the date on which a person entered or left the employ of an Employer, a certificate by the Employer on the matter shall be final and binding on all interested persons.

17.2 Appointment of receiver

If at any time a receiver, receiver and manager, liquidator or trustee in bankruptcy is appointed in respect of an Employer or over the property of an Employer or if an Employer is placed under the official management of a person or a committee of management (such receiver, receiver and manager, liquidator, trustee or person or committee appointed as official manager being hereinafter in this sub-clause called the **Receiver**) then notwithstanding anything expressed or implied to the contrary in this Schedule or the Schedule 1 Rules, all the powers vested in or exercisable by that Employer in any capacity shall be deemed to be vested in or exercisable by the Receiver until the Receiver is discharged from or otherwise ceases to hold office and references in this Schedule or the Schedule 1 Rules to that Employer shall be deemed to be references to the Receiver until the Receiver is discharged from or otherwise ceases to hold office.

17.3 Notices

- (a) A notice, cheque or any other written matter (all of which are hereinafter collectively referred to as **notice**) may be given to an Employee, Member, Beneficiary or any person claiming a benefit from the Fund by handing it to him or her personally or by leaving it at his or her address last known to the Trustee or by sending it to that address by ordinary prepaid post.
- (b) A notice may be given under this Schedule:
 - (i) to an Employer, by leaving it at the registered or principal office of that Employer; or
 - (ii) to the Trustee by leaving it at the office of the Trustee,or, in any such case, by sending it in an envelope addressed as aforesaid by ordinary prepaid post.
- (c) Any notice referred to in paragraphs (a) or (b) hereof shall be deemed to have been received, in the case of a notice given or served by hand, at the time of delivery and, in the case of a notice given or served by post, at the expiration of two days after posting.
- (d) In proving service of any notice sent by post, it will be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and posted.

18 [Deleted]

19 [Deleted]

20 Compliance with directions made under Superannuation Law

The Trustee shall comply with any direction in relation to the Fund made under Superannuation Law by the Regulator or the Superannuation Complaints Tribunal.

21 Trustee not in contravention

The Trustee shall not be taken to be in contravention of this Schedule or to be in breach of trust if it does anything, or fails to do anything, which is in contravention of Superannuation Law if:

- (a) the contravention is approved by the Regulator, or the person or persons (if any) specified for that purpose, in accordance with Superannuation Law; or

- (b) the contravention is rectified within 30 days, or (where applicable) such other period allowed by Superannuation Law, from the date the Trustee became aware of the contravention.

22 Modification or exemption

22.1 Power to seek modifications and exemptions

Subject to Superannuation Law, the Trustee may seek modification of, or exemption from, the requirements of Superannuation Law.

22.2 Effect of modifications and exemptions

If any modification or exemption is granted or becomes or is available in respect of this Schedule, the Plan or the Trustee or all or any of them by the Regulator pursuant to Superannuation Law (whether in consequence of an application by the Trustee under sub-clause 22.1 of this Clause or otherwise), the Trustee is relieved from compliance with those provisions of this Schedule and Superannuation Law expressed in that modification or exemption (as the case may be) subject to any conditions in that modification or exemption.

22.3 Determination of disputes

If any question arises in relation to the existence, meaning, application or effect of:

- (a) any Superannuation Requirement;
- (b) Superannuation Law; or
- (c) any provision deemed by sub-clause 2A.1 to be included in this Schedule,

the Trustee shall determine that question. Any determination made by the Trustee pursuant to this Clause shall, to the extent permitted by Superannuation Law, be final, conclusive and binding on all interested persons.

Schedule 1

Schedule 1 Rules

1 Eligibility

Only a Member whose superannuation interest was transferred into this Division from the Former Scheme on the SFT Date is eligible to be a member of this Division.

2 [Deleted]

2A Withdrawal from Membership

2A.1 Election to withdraw from Division Membership

- (a) A Member may elect to withdraw from membership of the Division by written notice to the Trustee and the Employer.
- (b) A Member who has selected another fund as a chosen fund under the Superannuation Charge Law shall be deemed to have elected to withdraw from membership of the Division and provided written notice to the Trustee and the Employer in accordance with Schedule 1 Rule 2A.1(c).
- (c) An election made under this Schedule 1 Rule 2A.1 will be in a form specified or approved by the Trustee.

2A.2 Withdrawal date and withdrawal period

- (a) Unless otherwise agreed by the Trustee and the Employer, a Member's election to withdraw from this Division will take effect from the date determined by the Trustee and notified to the Member and the Employer (the **Withdrawal Date**).
- (b) A Member's **Withdrawal Period** commences on the Withdrawal Date and ends on the day (if any) before the Member's membership recommences in accordance with Schedule 1 Rule 2A.4.

2A.3 Consequences of withdrawal

- (a) As from the Withdrawal Date, the Member's membership of this Division will cease and the Withdrawal Period will be excluded from the Member's Membership.

- (b) The Trustee will not accept any contributions by, or in respect of, the Member during the Withdrawal Period.
- (c) During the Withdrawal Period the Member's benefits under the Division will be payable, and otherwise dealt with, in accordance with the provisions of this Schedule and these Schedule 1 Rules.

2A.4 Re commencement of Division Membership

- (a) A Member may, with the consent of the Trustee and the Employer, elect to re commence membership of this Division.
- (b) An election made under this Schedule 1 Rule 2A.4 will be in a written form specified or approved by the Trustee and must be delivered to the Trustee with a copy to the Employer.
- (c) Where consent is given under this Schedule 1 Rule 2A.4, the Member's membership of this Division will re commence on terms and conditions agreed by the Trustee and the Employer and notified to the Member.

2A.5 Withdrawal and re commencement Rules

The Trustee may:

- (a) prescribe rules for the purposes of this Schedule 1 Rule 2A; and
- (b) amend any rules prescribed under paragraph (a),

PROVIDED THAT such rules or amendments are not inconsistent with the provisions of this Schedule 1 Rule 2A or Superannuation Law.

3 Contributions

3.1 Member Contributions

- (a) A Member is not required to contribute to the Plan.
- (b) A Member may elect to make:
 - (i) periodic contributions to the Plan of an amount or at a rate, at times and otherwise in a manner agreed between the Member and the Trustee; and/or
 - (ii) one or more lump sum contributions to the Plan with the consent of the Trustee and on such terms and conditions as may be agreed by the Trustee.
- (c) A Member may elect to vary the amount or rate of any contributions to the Division under Schedule 1 Rule 3.1(b)(i) or to cease such contributions.
- (d) Any election made under this Schedule 1 Rule will be in such form as the Trustee may specify or approve and except as otherwise expressly provided will take effect from the date determined by the Trustee.

3.2 Deduction of Member Contributions

Subject to the provisions of Schedule 1 Rule 3.4, periodic Member Contributions under Schedule 1 Rule 3.1(b)(i) will:

- (a) generally be payable at the end of each pay period;
- (b)
 - (i) where legally possible, be deducted from each regular payment of salary or wages by the Employer, or;
 - (ii) if paragraph (i) does not apply, be payable by the Member to the Trustee as and when they are due and payable; and
- (c) be paid to the Trustee as soon as practicable and in any event within such period as may be required by Superannuation Law.

3.3 Employer contributions

- (a) Each Employer shall contribute to the Fund in respect of Members employed by it such amount or rate of contributions (if any) as may be determined from time to time by the Actuary as being necessary to provide benefits in accordance with this Division.
- (b) As soon as practicable, after determination as aforesaid the Trustee shall advise each Employer of the amount or rate of contributions payable by that Employer from time to time and of any change therein.
- (c) The contributions payable by an Employer shall be paid to the Fund in the manner and at the times reasonably determined by the Trustee after consulting that Employer. Contributions payable by one Employer may be paid by another Employer.
- (d) The Trustee may, subject to the provisions of sub-clause 11.1, accept into the Fund:
 - (i) any additional contribution which may be made by an Employer for the purpose of securing the solvency of the Fund or of improving the provision of benefits prescribed by the Schedule 1 Rules; and
 - (ii) in respect of a Member such additional contributions (if any) as the Employer may from time to time agree with the Member to contribute to the Fund in respect of that Member.
- (e) Notwithstanding anything expressed or implied to the contrary in this Division and the Schedule 1 Rules, if at any time an Employer is required to or does pay to another superannuation fund or like fund contributions in respect of a Member, in accordance with a Prescribed Agreement or a Superannuation Agreement or legislation, then the Employer may give notice to the Trustee that it is reducing its contributions to the Fund in respect of that Member by an amount not exceeding the contributions the Employer is required to or does make to the other superannuation fund or like fund and the Trustee shall reduce the benefit that shall become payable to or in respect of such Member by such amount as the Trustee determines to be fair and equitable after obtaining the advice of the Actuary.

3.4 Absence from service without pay

If a Member shall be granted leave of absence without pay by the Employer the following provisions shall apply.

- (a) Subject to paragraph (e) of this Rule, the Member shall remain eligible for death and Total and Permanent Disablement benefits should he or she die or become Totally and Permanently Disabled during the period of leave.
- (b) Subject to paragraphs (d) and (e) of this Rule, the period of leave will be included in the period of the Member's Membership for the purpose of calculating any benefit that may become payable to or in respect of the Member.
- (c) For the purposes of this sub-rule, calculation of Member Contributions and benefits payable shall be based on the Member's Salary immediately prior to the commencement of the leave or such other amount as determined by the Trustee with the approval of the Employer.
- (d) Subject to paragraphs (e) and (f) of this Rule, but notwithstanding any other provision of the Deed and these Rules, the maximum continuous period or periods of leave of absence without pay that may be counted for the purpose of calculating Previous Membership and Membership shall not exceed:
 - (i) where the period of leave of absence ends prior to 1 July 2014, 12 months (or such other period as the Trustee may prescribe from time to time with the prior consent of the Employer);
 - (ii) where the period of leave of absence ends on or after 1 July 2014, 12 months in the following cases:
 - (A) a Member who, immediately prior to 1 July 2014, is on any type of approved leave of absence without pay, in respect of that period of leave;
 - (B) a Member who, immediately prior to 1 July 2014, is on paid adoption, maternity or paternity leave, in respect of the period of approved adoption, maternity or paternity leave of absence without pay immediately after the period of such paid leave; or
 - (C) a Class B Statutory Benefit Member;
 - (iii) where the period of leave of absence ends on or after 1 July 2014; in the case of a Member who is on approved adoption, maternity or paternity leave of absence without pay and sub-paragraph (d)(ii) of this Rule does not apply:
 - (A) 12 months, if the Member had no paid adoption, maternity or paternity leave (as applicable) immediately preceding the leave without pay; or
 - (B) otherwise, the period ending 12 months after the commencement of the Member's paid adoption, maternity or paternity leave;
 - (iv) in any other case, 28 days.
- (e) Notwithstanding paragraph (d) of this Rule, but subject to paragraph (f), a Member who is eligible for benefits on death and/or Total and Permanent Disablement at the time of commencing any approved leave of absence without pay, shall continue to be eligible for such benefits for a period of 12 months from the date of the

commencement of the approved leave of absence without pay and will cease to be eligible for such benefits at the expiration of that period.

- (f) The maximum periods referred to in paragraph (d) and (e) of this Rule:
 - (i) are subject to Superannuation Law; and
 - (ii) may be adjusted as follows:
 - (A) the period of 12 months, referred to in sub-paragraphs (d)(ii) and (iii), may instead be such other period as the Trustee may prescribe from time to time with the prior consent of the Employer;
 - (B) the period of 28 days, referred to in sub-paragraph (d)(iv), may instead be such other period as the Trustee may prescribe from time to time with the prior consent of the Employer whether generally or in a particular case;
 - (C) subject to paragraph (g), the periods referred to in sub-paragraphs (d)(ii), (iii) and (iv) and paragraph (e) may instead be such longer period as the Employer may determine, whether generally or in a particular case or for Members In particular circumstances.
- (g) The Trustee is not obliged to:
 - (i) include in the period of a Member's Membership, under subparagraph (f)(ii)(C) of this Rule, any period of leave of absence without pay additional to the periods referred to in sub-paragraphs (d)(ii), (iii) and (iv); or
 - (ii) provide a benefit on death or Total and Permanent Disablement after the period of 12 months referred to in paragraph (e) has expired, where the Principal Company has determined a longer period under subparagraph (f)(ii)(C) of this Rule,

unless the Employer agrees to pay any additional contributions that the Actuary advises are expected to be necessary to fund the applicable additional benefit.

3.5 Government Co-Contributions

Subject to Superannuation Law:

- (a) the Trustee may accept into the Fund in respect of a Member any co-contribution or similar payment and may credit or treat any such co-contribution or similar payment as a voluntary contribution by the Member concerned;
- (b) the Trustee may pay the Australian Taxation Office or other proper authority an amount determined by the Trustee in respect of any co-contribution or similar payment which has been received into the Fund in respect of a Member and which the Australian Taxation Officer or other proper authority considers has been incorrectly paid and the Trustee may reduce the Member's account in the Fund or the benefit payable to or in respect of the Member by the amount which the Trustee has paid to the Australian Taxation Office or other proper authority under this sub-rule; and
- (c) the Trustee may refuse to accept any co-contribution or similar payment in such circumstances as it may from time to time determine.

3.6 Splitting of Contributions

- (a) Subject to Superannuation Law and any rules prescribed by the Trustee, upon receipt of an election by the Member the Trustee may:
 - (i) allocate to the Gateway Division of the Plan; and/or
 - (ii) rollover or transfer to the Fund (as the case may require),an amount for the benefit of the Member's Spouse, that is equal to the nominated amount of splittable contributions made by or in respect of the Member.
- (b) Where the Member has elected to split contributions in accordance with Schedule 1 Rule 3.6(a), the Trustee shall have power to reduce the benefit payable to or in respect of the Member in such manner or on such basis as the Trustee shall determine either generally or in relation to any particular Member or category of Member.
- (c) The Trustee shall have power by resolution from time to time to prescribe rules for the purposes of facilitating the splitting of contributions under this clause and shall have power by resolution to amend or revoke any such rules.

4 Benefits

Subject to the provisions of this Schedule and these Schedule 1 Rules benefits shall be payable out of the Fund as follows.

4.1 Retirement benefit

A Member who ceases to be in Service on or after his or her Minimum Retirement Age otherwise than by Total and Permanent Disablement or death shall be entitled to receive a retirement benefit of an amount equal to the greater of his or her Accrued Retirement Benefit and MRB.

4.2 Death benefits

On the death of a Member while in Service if the Member was:

- (a) other than a Full Member the death benefit payable shall be an amount equal to the greater of the Accrued Retirement Benefit and the MRB;
- (b) a Full Member who was less than age sixty years at the date of death the death benefit payable shall be an amount equal to the greater of the Potential Retirement Benefit and the MRB;
- (c) a Full Member who was age sixty years or more at the date of death the death benefit payable shall be an amount equal to the greater of the Accrued Retirement Benefit and the MRB,

PROVIDED THAT:

- (i) in respect of a Member who dies in Service after the Minimum Retirement Age the death benefit will not be less than the benefit payable under Schedule 1 Rule 4.1; and

- (ii) the benefit payable under this Schedule 1 Rule in respect of a Member who had withdrawn from membership of this Division under Schedule 1 Rule 2A as at the date of death shall be an amount equal to the greater of the Accrued Retirement Benefit and the MRB.

4.3 Total and Permanent Disablement

A Member who ceases to be in the Service by reason of Total and Permanent Disablement shall be entitled to receive a lump sum benefit equal to:

- (a) in the case of a Member who had withdrawn from, and not resumed, membership of this Division before the date of cessation of Service – the greater of the Accrued Retirement Benefit and the MRB; and
- (b) in any other case – the Death Benefit.

4.4 Withdrawal benefits

A Member who ceases to be in the Service of an Employer and who is not entitled to receive any other benefit under these Schedule 1 Rules shall be entitled to receive a withdrawal benefit calculated as at the date the Member ceases to be in the Service of an amount equal to the greater of his or her Accrued Retirement Benefit and MRB.

4.5 Benefit Whilst in Service

- (a) Subject to Superannuation Law and the rules prescribed by the Trustee from time to time for the purpose of this Schedule 1 Rule 4.5, the Trustee may at the request of a Member who is still in Service:
 - (i) transfer to another Division of the Plan the whole or part of the Member's accrued benefit for the purpose of a benefit being paid to the Member; or
 - (ii) pay or commence to pay the whole or part of the Member's accrued benefit.
- (b) Where:
 - (i) the Trustee pays or commences to pay an amount in respect of a Member under Schedule 1 Rule 4.5(a); or
 - (ii) the trustee of the Former Scheme paid an amount in respect of a Member under Rule 4.5(a) of the trust deed of the Former Scheme,the Trustee will reduce the benefits provided for or otherwise payable to or in respect of the Member in such manner or on such basis as the Trustee determines.
- (c) The Trustee may by resolution:
 - (i) establish rules for the purpose of this Schedule 1 Rule 4.5; and
 - (ii) at any time and from time to time amend or revoke such rules,and any such amendment or revocation will take effect as from the date of the Trustee's approval or such earlier or later date as may be specified in the relevant rules or resolution.

5 Alternative benefits

- 5.1 Notwithstanding anything expressed or implied to the contrary in this Schedule and these Schedule 1 Rules, the Trustee may, with the consent of the Principal Company, in the absolute discretion of the Trustee:
- (a) in the case of a Member who had withdrawn from, and not resumed, membership of this Division within 60 days of that person's qualification therefor or such further period as the Trustee may think fit; or
 - (b) at their own initiative in special or exceptional circumstances,
- in lieu of such lump sum benefit provide:
- (i) a pension from the amount held in respect of a Member being an account based pension in accordance with the rules prescribed by the Trustee; or
 - (ii) an annuity or annuities purchased by the Trustee after obtaining the advice of the Actuary of such amount or amounts payable on such terms and conditions as the Trustee shall determine as can be purchased by the lump sum benefit.
- 5.2 The purchase of an annuity or annuities by the Trustee pursuant to Schedule 1 Rule 5.1 shall release the Trustee in respect of the Member or other person entitled to the lump sum benefit and persons claiming through or under such Member or other persons.

6 Deferment of benefits

- (a) Where the Trustee is of the opinion that a Member has ceased to be in the Service of an Employer in circumstances where it is likely that the Member will rejoin the Service of an Employer within a period of six months or such other period as the Trustee may determine in any particular case, the Trustee may defer the payment of the benefit otherwise payable to the Member subject to such terms and conditions as the Trustee may think fit.
- (b) If the Member rejoins the Service of the Employer within the period specified in paragraph (a) hereof, the Trustee shall count the period of Membership prior to the Member ceasing to be in the Service as continuous with the period of the Membership after the Member rejoins the Service of the Employer for the purposes of calculating benefits payable to or in respect of the Member from the Division.
- (c) If the Member fails to rejoin the Service of an Employer within the period specified in paragraph (a) hereof, the Member shall be entitled to receive the benefit which the Member would have otherwise been entitled to receive on ceasing to be in the Service subject to adjustment pursuant to the terms and conditions imposed by the Trustee under paragraph (a) hereof.
- (d) If a Member dies during the period specified in paragraph (a) hereof without rejoining the Service of an Employer, the benefit which the Member would have been entitled to receive on ceasing to be in the Service subject to adjustment pursuant to the terms and conditions imposed by the Trustee under paragraph (a) hereof shall be payable under the Division pursuant to Clause 11.6.

7 Minimum benefit - Government requirements

- (a) Notwithstanding anything expressed or implied to the contrary in Schedule 1 Rule 4, where a Member ceases to be in the Service of an Employer and a Federal or State law requires the Employer to provide a certain minimum level of superannuation benefit to or in respect of the Member, or where a Federal or State law imposes a charge, levy or tax upon the Employer if a minimum level of superannuation benefit is not provided, the Principal Company may require the benefit otherwise payable from this Division to or in respect of the Member to be increased (if necessary) so that it is not less than the minimum level of superannuation benefit or such part of that minimum level of superannuation benefit as the Principal Company specifies, **PROVIDED THAT** the Trustee may but shall not be obliged to comply with a requirement of the Principal Company pursuant to this paragraph (a) where the requirement is notified to the Trustee in circumstances such that, if these Schedule 1 Rules were to oblige the Trustee to comply, the Trustee would be in breach of or would fail to comply with a relevant requirement of Superannuation Law.
- (b) The benefit otherwise payable from this Division shall not be increased in accordance with paragraph (a) of this Schedule 1 Rule unless and until the Principal Company notifies the Trustee in writing of its requirements under paragraph (a) of this Schedule 1 Rule including what part of the minimum level of superannuation benefit is to be provided by this Division and details of the Members in relation to whom such requirements apply.
- (c) Where the Principal Company notifies the Trustee in writing in accordance with paragraph (b) of this Schedule 1 Rule, the Trustee shall provide a copy of that notification to the Actuary and the amount of the increase in the benefit otherwise payable from this Division to or in respect of Members in relation to whom the requirements apply shall be calculated by the Actuary or by reference to a formula determined by the Actuary and certified in writing to the Trustee for the purposes of this Schedule 1 Rule.
- (d) Where benefits are increased in accordance with this Schedule 1 Rule, each Employer shall contribute to the Fund in accordance with Schedule 1 Rule 3.3 such additional amount or rate of contributions (if any) in respect of the increase in benefits as the Trustee determines after obtaining the advice of the Actuary and with the approval of the Principal Company.
- (e) Any notice in writing given by the Principal Company in accordance with paragraph (b) of this Schedule 1 Rule may be withdrawn by the Principal Company by notice in writing to the Trustee.

8 Beneficiary Accounts

- (a) The Trustee shall have power to make available to Beneficiaries generally, or one or more Beneficiaries or classes of Beneficiaries, one or more categories of account each of which is to be known as a 'Beneficiary Account'. The Trustee may determine a name or number by which a category of Beneficiary Account is to be known.

- (b) Each category of Beneficiary Account shall be made available on the terms and conditions of this Schedule 1 Rule and in a manner consistent with Superannuation Law.
- (c) In order to give effect to this Schedule 1 Rule 8, where a category of Beneficiary Account is made available to one or more Beneficiaries in accordance with paragraph (a) of this Schedule 1 Rule, the Trustee shall have power to:
 - (i) comply with any relevant requirement or provision of Superannuation Law;
 - (ii) prescribe, having regard to the advice of the Actuary, rules relating to the operation of that category of Beneficiary Account (including, without limitation, rules prescribing for the purposes of paragraphs (d) and (e) of this Schedule 1 Rule the time as at which credits and debits will be made to Beneficiary Accounts and rules prescribing for the purposes of paragraph (h) of this Schedule 1 Rule the form in which benefits are payable from that category of Beneficiary Account under paragraphs (g), (i) and (j) of this Schedule 1 Rule and at any time and from time to time to amend, having regard to the advice of the Actuary, any such rules **PROVIDED THAT** such rules or amendments are not inconsistent with the provisions of this Schedule 1 Rule 8 or Superannuation Law;
 - (iii) establish a Sub-fund or Sub-funds in accordance with the provisions of sub-clause 8.4 in respect of contributions and assets represented by that category of Beneficiary Account; and
 - (iv) do such other acts and things, establish such procedures and make such arrangements, as may in the opinion of the Trustee be necessary or desirable in order to give effect to this Schedule 1 Rule **PROVIDED THAT** such acts, things, procedures and arrangements are not inconsistent with the provisions of this Schedule 1 Rule 8 or Superannuation Law.
- (d) The following amounts shall be credited to a Beneficiary Account:
 - (i) such amount as is transferred to the Beneficiary Account by the Trustee pursuant to sub-clause 10.3;
 - (ii) such contributions (if any) made by the Beneficiary to the Fund with the consent of the Trustee and in accordance with any rules, procedures or arrangements made by the Trustee from time to time in accordance with this Schedule 1 Rule;
 - (iii) such amounts, or the value of such assets (if any), paid or transferred to this Division in respect of the Beneficiary from an Approved Arrangement with the consent of the Trustee and subject to such terms and conditions which the Trustee may impose or accept;
 - (iv) positive interest pursuant to sub-clause 11.10 (if any) from the date an amount is credited to the Beneficiary Account up to the date the amount is paid out of the Beneficiary Account;
 - (v) the amount of any adjustment, credit or refund of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which in the opinion of the Trustee has been made in favour of or received in respect of the Beneficiary Account, being an adjustment, credit or refund in respect of a surcharge, tax, charge, impost, advance instalment or associated amount (as the case may be)

previously debited from that Beneficiary Account pursuant to sub-paragraph (e)(iii) of this Schedule 1 Rule; and

- (vi) subject to sub-paragraphs (o)(iii) and (p)(iii) of this Schedule 1 Rule, any other amount required or permitted to be credited (or that the Trustee determines to be credited) to the Beneficiary Account pursuant to this Schedule, including any amount standing to the credit of a Member's 'Beneficiary Account' in the Former Scheme that the Member elects to transfer from the Former Scheme to the Division prior to the SFT Date.

The Trustee shall credit each Beneficiary Account in accordance with this paragraph at such time or times as apply under any rules, procedures or arrangements made by the Trustee in accordance with this Schedule 1 Rule or otherwise as the Trustee thinks fit from time to time.

- (e) The following amounts shall be debited to a Beneficiary Account:

- (i) negative interest pursuant to sub-clause 11.10 (if any) from the date an amount is credited to the Beneficiary Account up to the date the amount is paid out of the Beneficiary Account;
- (ii) such costs (if any) incurred by the Trustee in relation to the administration and maintenance of the Beneficiary Account as the Trustee considers to be appropriate including (where applicable in the case of a Beneficiary Account which forms part of a Sub-fund of the type referred to in sub-clause 8.4(g)) such amount (if any) required to be debited to the Beneficiary Account from time to time in accordance with rules (if any) established under sub-clause 8.5(c)(ii);
- (iii) such amount (if any) as the Trustee considers appropriate from time to time on account of any surcharge, tax, charge or impost (however described) and any advance instalment and associated amount which in the opinion of the Trustee have or may be assessed against the Fund in respect of the Beneficiary, or in connection with a contribution made or deemed to be made to the Fund in respect of the Beneficiary, from time to time on account of or attributable to the Beneficiary Account and in respect of which no adjustment has been made under other provisions of this Schedule to the benefits accruing under or payable from the Fund in respect of the Beneficiary pursuant to this Schedule 1 Rule 8;
- (iv) any amount paid from the Beneficiary Account in accordance with this Schedule 1 Rule; and
- (v) any other amount required or permitted to be paid out of or deducted from (or that the Trustee determines to be to be paid out of or deducted from) the Beneficiary Account pursuant to this Deed.

The Trustee will debit each Beneficiary Account in accordance with this paragraph at such time or times as apply under any rules, procedures or arrangements made by the Trustee in accordance with this Schedule 1 Rule or otherwise as the Trustee thinks fit from time to time.

- (f) Notwithstanding anything expressed or implied to the contrary in this Schedule, the Trustee shall, in connection with amounts credited to a Beneficiary Account pursuant to sub-paragraph (d)(iii) of this Schedule 1 Rule, or amounts transferred to an Approved Arrangement pursuant to the provisions of this Schedule 1 Rule, have power to give undertakings to, or enter into preservation or portability arrangements with, the trustee or responsible authority of an Approved Arrangement on such terms and conditions as the Trustee thinks fit, and (in the

case of amounts credited to a Beneficiary Account pursuant to sub-paragraph (d)(iii) of this Schedule 1 Rule) any benefits or other rights granted to a Beneficiary under this Division shall be subject to the terms and conditions of any undertaking or arrangement as aforesaid and the terms and conditions of any such undertaking or arrangement shall not be set aside by any alterations, additions or repeals made pursuant to Clause 12.

- (g) The Trustee shall from time to time upon receiving a written request for payment from a Beneficiary in accordance with rules, procedures or arrangements made by the Trustee from time to time pursuant to this Schedule 1 Rule, and where otherwise required from time to time pursuant to such rules, procedures or arrangements:
- (i) pay (less any amount deducted by the Trustee pursuant to sub-clause 7.6(c)) to the Beneficiary; or
 - (ii) transfer (less any amount deducted by the Trustee pursuant to sub-clause 7.6(c)) to an Approved Arrangement on such terms and conditions as the Trustee thinks fit,

all or such part of the amount standing to the credit of the Beneficiary Account or Beneficiary Accounts maintained in respect of that Beneficiary as is specified by the Beneficiary in that written request.

- (h) The balance, or (where applicable) the part of the balance referred in sub-paragraph (v), of a Beneficiary Account (less any amount deducted by the Trustee pursuant to sub-clause 7.6(c)) shall be payable in accordance with rules, procedures and arrangements made by the Trustee from time to time pursuant to this Schedule 1 Rule, on the first to occur of:
- (i) the attainment by the Beneficiary of the maximum age (if any) applicable under Superannuation Law from time to time;
 - (ii) the death of the Beneficiary;
 - (iii) the Beneficiary making a payment election in accordance with sub-paragraph (o)(v) of this Schedule 1 Rule;
 - (iv) the withdrawal and termination of the Beneficiary Account in accordance with paragraphs (m) and (p) of this Schedule 1 Rule; and
 - (v) Superannuation Law requiring the balance, or any part thereof, to be paid or commence to be paid,

PROVIDED THAT no amount shall be paid out of a Beneficiary Account if in the opinion of the Trustee to do so would or may prejudice the taxation concessions available in respect of the Plan or cause the Plan, this Deed or the Trustee to be in breach of, or fail to comply with or satisfy, Superannuation Law.

- (i) Where all or part of the balance of a Beneficiary Account becomes payable in accordance with the provisions of paragraph (h) of this Schedule 1 Rule the balance or part thereof (as the case may be) shall:
- (i) in the case of sub-paragraphs (h)(i), (h)(iii) or (h)(iv) of this Schedule 1 Rule, be paid by the Trustee to the relevant Beneficiary or, upon the written request of the relevant Beneficiary, be transferred to an Approved Arrangement on such terms and conditions as the Trustee thinks fit;
 - (ii) in the case of sub-paragraph (h)(ii) of this Schedule 1 Rule, be paid or applied in accordance with Clause 11.6; and

- (iii) in the case of sub-paragraph (h)(v) of this Schedule 1 Rule, be paid or applied by the Trustee in such manner, and on such terms and conditions, determined by the Trustee from time to time (whether in relation to Beneficiary Accounts or a category of Beneficiary Account generally or in relation to one or more Beneficiary Account or class of Beneficiary Account), being a manner, terms and conditions which in the opinion of the Trustee comply with Superannuation Law.
- (j) Subject to Superannuation Law and this Schedule, amounts paid from a Beneficiary Account to, or in respect of, the Beneficiary concerned in accordance with this Schedule 1 Rule may be paid in such form (including, without limitation, lump sums and pensions annuities or any combination thereof) as the Trustee may determine from time to time (whether in relation to Beneficiary Accounts or a category of Beneficiary Account generally or in relation to one or more Beneficiary Account or class of Beneficiary Account).
- (k) This paragraph applies in respect of a Beneficiary who is not an Employee at the time one or more Beneficiary Accounts are established for that Beneficiary in accordance with this Schedule 1 Rule but who subsequently becomes an Employee. Where this paragraph applies in respect of a Beneficiary each of the person's Beneficiary Accounts will continue to be maintained on the terms and conditions of this Schedule 1 Rule notwithstanding the recommencement of employment unless the Beneficiary elects with the consent of the Trustee to close such of his or her Beneficiary Accounts as are specified in the election and to apply the balance thereof to other benefits in accordance with paragraph (l) of this Schedule 1 Rule.
- (l) Where a Beneficiary makes an election in accordance with paragraph (k) of this Schedule 1 Rule, the Beneficiary shall be entitled to such benefits from the Fund in such circumstances and on such terms and conditions as shall be determined by the Trustee after obtaining the advice of the Actuary and having regard to Superannuation Law.
- (m) The Trustee may at any time:
 - (i) close to Beneficiaries any category of Beneficiary Account;
 - (ii) temporarily suspend the operation of any category of Beneficiary Account; or
 - (iii) withdraw and terminate any category of Beneficiary Account,
 with effect on and from the date determined by the Trustee, being the **Closure Date** (in the case of sub-paragraph (i)) the **Suspension Date** (in the case of sub-paragraph (ii)) or the **Withdrawal Date** (in the case of sub-paragraph (iii)).
- (n) Where a category of Beneficiary Account is closed in accordance with paragraph (m) of this Schedule 1 Rule:
 - (i) no new Beneficiary Accounts of that category shall be established on or after the Closure Date in respect of any Beneficiary;
 - (ii) each Beneficiary Account of that category established prior to the Closure Date shall continue to be maintained in accordance with this Schedule 1 Rule after the Closure Date; and
 - (iii) the Trustee may at any time re-open that category of Beneficiary Account to new or existing Beneficiaries, in which case Beneficiary Accounts of that category shall be established and maintained in accordance with this Schedule 1 Rule as from the date determined by the Trustee.

- (o) Where a category of Beneficiary Account is temporarily suspended in accordance with paragraph (m) of this Schedule 1 Rule:
- (i) the Trustee will promptly give notice in writing to each Beneficiary in respect of whom a Beneficiary Account of that category is established and maintained advising that the operation of the Beneficiary Account has been suspended as from the Suspension Date until further notice;
 - (ii) no new Beneficiary Accounts of that category shall be established during the period of the suspension in respect of any Beneficiary;
 - (iii) the Trustee may determine that no contributions, transfers from Approved Arrangements or any other amounts will be accepted in respect of any Beneficiary Account of that category during the period of the suspension;
 - (iv) subject to sub-paragraph (v) hereof, the Trustee may in its discretion suspend the making of payments from Beneficiary Accounts of that category under paragraphs (g), (h) and (i) of this Schedule 1 Rule as from the Suspension Date until the category of Beneficiary Account is re-opened or withdrawn and terminated under sub-paragraph (vi) hereof;
 - (v) notwithstanding sub-paragraph (iv) hereof, a Beneficiary who has a Beneficiary Account of that category may during the period of suspension elect, subject to Superannuation Law, to be paid in accordance with rules, procedures and arrangements made by the Trustee from time to time pursuant to this Schedule 1 Rule the entire balance standing to the credit of the person's Beneficiary Account or to transfer that amount to an Approved Arrangement in accordance with sub-clause 10.2; and
 - (vi) the Trustee may at any time and shall upon the direction of the Corporation at any time if such direction is permitted under Superannuation Law, either:
 - (A) re-open that category of Beneficiary Account in which case each existing Beneficiary Account of that category shall continue to be maintained, and new Beneficiary Accounts of that category shall be established, in accordance with this Schedule 1 Rule as from the date determined by the Trustee; or
 - (B) withdraw and terminate that category of Beneficiary Account with effect on and from the date determined by the Trustee (which date shall be the **Withdrawal Date** for the purposes of paragraph (p) of this Schedule 1 Rule) in which case each Beneficiary Account of that category shall be dealt with in accordance with paragraph (p) of this Schedule 1 Rule.
- (p) Where a category of Beneficiary Account is withdrawn and terminated in accordance with paragraph (m) of this Schedule 1 Rule or sub-paragraph (o)(vi)(B) of this Schedule 1 Rule:
- (i) the Trustee will promptly give notice in writing to each Beneficiary in respect of whom a Beneficiary Account of that category is established and maintained advising that the Beneficiary Account is withdrawn and terminated as from the Withdrawal Date;
 - (ii) no new Beneficiary Accounts of that category shall be established on or after the Withdrawal Date;

- (iii) the Trustee will not accept any further contributions, transfers from Approved Arrangements or any other amount in respect of any Beneficiary Account of that category on or after the Withdrawal Date;
 - (iv) the Trustee may make such arrangements as it thinks fit in respect of any Sub-fund or Sub-funds established in respect of that category of Beneficiary Account in accordance with sub-clause 8.4; and
 - (v) after making such deductions as the Trustee considers appropriate pursuant to paragraph (e) of this Schedule 1 Rule and sub-clause 7.6(c), the Trustee shall pay the balance standing to the credit of each Beneficiary Account of that category to, or in respect of, the relevant Beneficiary.
- (q) The benefits provided under sub-paragraph (p)(v) of this Schedule 1 Rule will be:
 - (i) provided in such form (including, without limitation, cash, insurance policies, pensions by way of such arrangements (whether within this Division or not) and subject to such conditions as the Trustee thinks fit; and
 - (ii) in lieu of, and in full satisfaction of, the benefits which would or might have been payable from the Fund but for the operation of this paragraph.
- (r) [Deleted]
- (s) [Deleted]
- (t) Any requests or elections of whatever description made by a Beneficiary for the purposes of this Schedule 1 Rule or sub-clause 10.3 must comply with any rules, procedures or arrangements made by the Trustee in accordance with this Schedule 1 Rule.
- (u) This Schedule 1 Rule is subject to Superannuation Law. In order to give effect to the intention of this paragraph, the Trustee shall have power to adjust in such manner as it thinks fit the operation of any provision of this Schedule 1 Rule which in the absence of adjustment in accordance with this paragraph would or may in the opinion of the Trustee prejudice the taxation concessions available in respect of the Plan or cause the Plan, this Deed or the Trustee to be in breach of, or to fail to comply with or satisfy, Superannuation Law.

9 Employer Financed Accumulation Account

- (a) The Trustee shall establish and maintain an Employer Financed Accumulation Account in respect of each Member in respect of whom a contribution or amount is received into the Fund which is required pursuant to paragraph (b) of this Schedule 1 Rule to be credited to an Employer Financed Accumulation Account.
- (b) The following amounts shall be credited to an Employer Financed Accumulation Account:
 - (i) such contributions (if any) as are paid by the Employer pursuant to Schedule 1 Rule 3.3(d)(ii) in respect of the Member;
 - (ii) such amounts (if any) as are required by paragraph (a) of sub-clause 10.1 to be credited thereto;

- (iii) positive interest pursuant to sub-clause 11.10 (if any) from the date an amount is credited to the Employer Financed Accumulation Account up to the date the amount is paid out of the Employer Financed Accumulation Account.
- (c) The following amounts shall be debited to an Employer Financed Accumulation Account:
 - (i) negative interest pursuant to sub-clause 11.10 (if any) from the date an amount is credited to the Employer Financed Accumulation Account up to the date the amount is paid out of the Employer Financed Accumulation Account;
 - (ii) such costs (if any) incurred by the Trustee in relation to the administration and maintenance of the Employer Financed Accumulation Account as the Trustee considers to be appropriate including (where applicable in the case of an Employer Financed Accumulation Account which forms a part of a Sub-fund of the type referred to in sub-clause 8.4(e)), such amount (if any) required to be debited to the Employer Financed Accumulation Account from time to time in accordance with rules (if any) established under sub-clause 8.5(c)(ii); and
 - (iii) any other amount required or permitted to be paid out of or deducted from the Employer Financed Accumulation Account pursuant to this Deed.
- (d) The balance of an Employer Financed Accumulation Account is payable to or in respect of the Member in respect of whom the account is maintained upon an entitlement to a benefit in respect of that Member arising pursuant to Schedule 1 Rule 4 **PROVIDED THAT** no amount shall be paid out of an Employer Financed Accumulation Account if in the opinion of the Trustee so to do would or might cause the Plan to be in breach of or to fail to comply with any requirement of Superannuation Law.

10 [Deleted]

11 [Deleted]

12 Flexible Death and Total and Permanent Disablement Benefits

- (a) The Trustee may offer to provide to Members flexible death and/or Total and Permanent Disablement benefits in accordance with rules prescribed by the Trustee.

- (b) Where a Member elects to receive or is provided with death and/or Total and Permanent Disablement benefits in accordance with the rules prescribed under paragraph (a) of this Schedule 1 Rule, the other benefits payable to or in respect of the Member will be adjusted in the manner set out in those rules.

Schedule: Gateway Division

Gateway Division

Qantas Superannuation Plan

Qantas Superannuation Limited

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Important notes that are not in the operative part of the Deed

1 Structure

The Gateway Division is a Division of the Qantas Superannuation Plan (**Plan**). To the extent possible, this Division has been drafted as a stand-alone Division. Therefore, the only other parts of the Plan's trust deed (**Deed**) that apply to this Division are Rules 1.2(b)(i), 2.1(b), 3.3(a), 4.1, 4.2, 5.1, 5.4 and 6.2.

2 Streamlined Division

The Gateway Division has been prepared on the basis that it does not:

- repeat the provisions that are deemed to be incorporated into this Division by the *Superannuation Industry (Supervision) Act 1993* (Cth);
- repeat trust law duties, powers and rights; or
- preface each clause with the words 'subject to the Relevant Law' because this is achieved by the operation of clause 2 of this Division which overrides all other clauses (see clause 1.2(a)).

Accordingly, in interpreting a clause of this Division, a reader must have regard to:

- the clause and any other related clauses of this Division or the deed;
- the Relevant Law (as that term is defined in clause 1.1 of this Division); and
- trust law.

This means that a detailed knowledge of superannuation legislation and trust law is required to be able to interpret a clause of this Division.

3 Flexibility

The Gateway Division has been drafted to be a flexible Division that will require minimal amendments if there is a future change either to the law or to the business structure of the Qantas group.

4 Important considerations

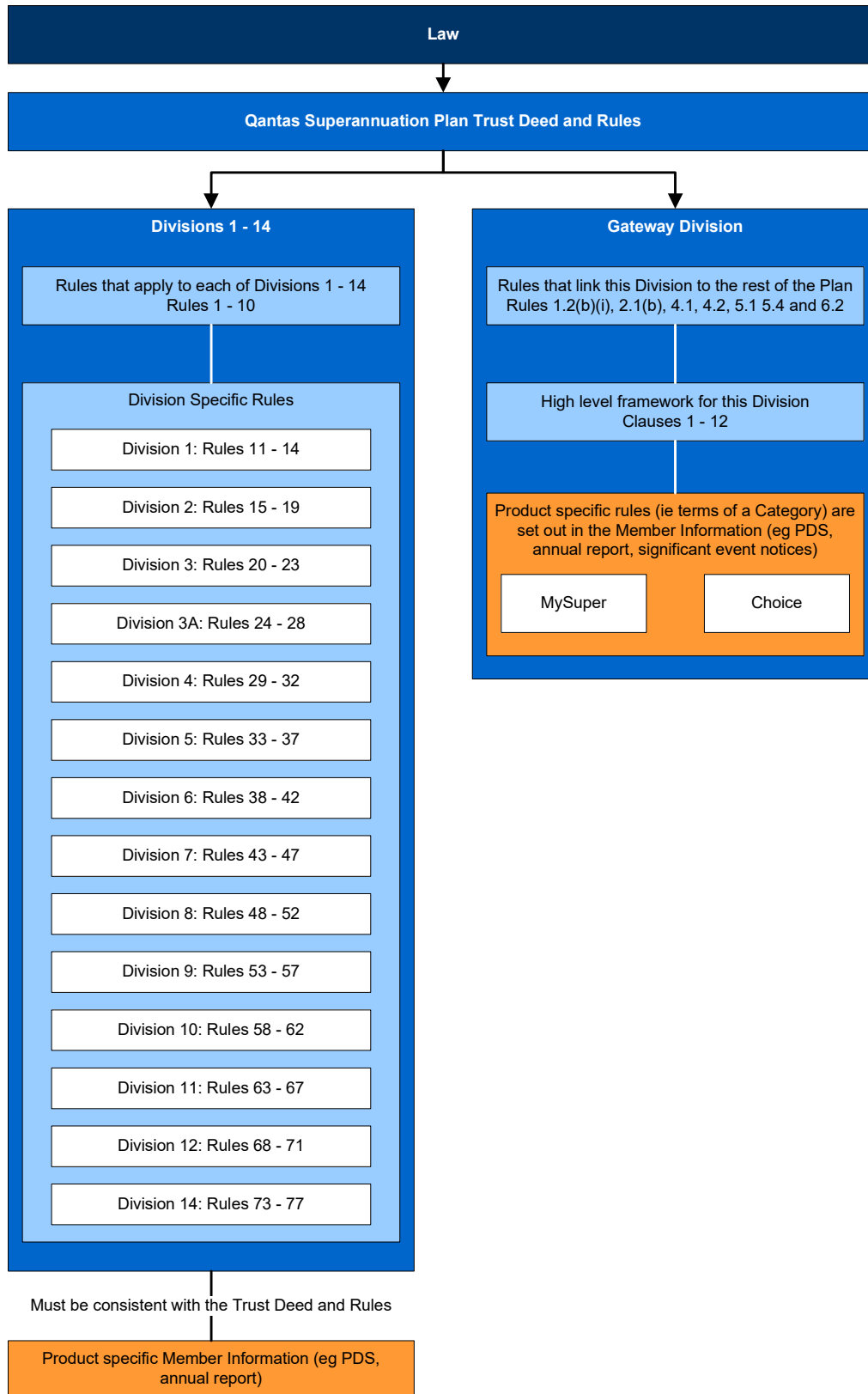
Accordingly, it is important to bear in mind when reading this Division that:

- because it is the legal foundation for the existence of the Gateway Division, this Division contains only the basic trust law requirements of a superannuation fund deed;

- the administrative operations of the Plan will not be reflected in this Division because such matters have been dealt with in another document (eg the administration agreement); and
- any action expressed in this Division to be done by the Trustee, may in practice be done by another party to which the Trustee has delegated that action. However, under trust law, and other than in limited circumstances, the Trustee will have ultimate responsibility for those actions.

5 Diagram of the relationship of key documents

Following the execution of the Deed of Amendment establishing the Gateway Division, the relationship between the law, this Division and other Divisions, and the relevant information issued to members (**Member Information**) is shown in the diagram below:



6 Terms of a Category

On the execution of the Deed of Amendment establishing the Gateway Division, the Gateway Division product specific rules will be contained only in the Member Information and are called 'terms of a Category'.

However, it is important to note that this does not mean that everything in a document that is 'Member Information' will be terms of a Category. For example:

- the material in the 'Member Information' that states the rights, duties, powers and obligations of a beneficiary, a standard employer-sponsor or the Trustee is a term of the Category (eg how a member can contribute, the fees and costs, when a benefit is payable, how a member's account will be valued); and
- any other material in the 'Member Information' is not a term of the Category (eg marketing material about the product, information about investing in superannuation in general, description of the tax treatment of benefits).

7 Product (or Category) 'lifecycle'

7.1 Creating a new Category

- The Trustee, with the consent of Qantas Airways Limited (**Principal Company**), decides to establish a new Category (clause 7.1(a)).
- The Trustee determines:
 - with the consent of the Principal Company, the terms of the new Category and records those terms in writing – the Trustee has flexibility in recording the terms in writing; and
 - how those terms will be made available to a current or potential member (and, if relevant, a standard employer-sponsor) (clause 7.2(b)). This may be by approving a proposed PDS for the new Category.
- The Trustee must administer a Category in accordance with the terms of the Category from time to time (clause 7.2(a)).

7.2 Changing the terms of a Category

- The legal tests that must be satisfied before the Trustee can change a term of a Category are that the Trustee must:
 - act consistently with its power to determine the amended terms of a Category, which requires the consent of the Principal Company (clause 7.2(b));
 - act consistently with the duties that it owes to beneficiaries including the duty to act:
 - in the 'best' interests of beneficiaries as a whole; and
 - for a proper purpose and in good faith; and

- ensure that the change does not adversely affect a beneficiary's accrued benefits.
- The steps the Trustee would need to take to change a term of a Category (after satisfying the legal tests set out above) are for the Trustee to:
 - with the consent of the Principal Company, determine the amended terms of the Category;
 - record those amended terms in writing and make those amended terms available to a current or potential member (and, if relevant, a standard employer-sponsor) (clause 7.2(b)).
- This may be done by disclosing the amended terms of the Category to:
 - new members (and, if relevant, standard employer-sponsors) by, for example, issuing a new PDS or updating material incorporated by reference in the PDS; and
 - existing members (and, if relevant, standard employer-sponsors) through, for example, an annual report or significant event notice.

7.3 Terminating a Category

- The Trustee, with the consent of the Principal Company decides to terminate the Category (clause 7.1(b)), acting consistently with the duties that it owes to beneficiaries including the duty to act:
 - in the 'best' interests of beneficiaries as a whole; and
 - for a proper purpose and in good faith.
- The Trustee must apply the assets of the Category in accordance with clause 5(b).

Operative part

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Division are set out below.

Term	Meaning
Account	an account maintained by the Trustee: (a) for a Beneficiary; or (b) in relation to a deceased former Member (before the Trustee determines the distribution of the deceased former Member's Death Benefit).
Associated Employer	any subsidiary or associated company of the Principal Company or other company nominated to the Trustee by the Principal Company that participates in this Division by arrangement with the Trustee under clause 8.3.
Beneficiary	a Member of this Division or any other person who is entitled to be paid a benefit from this Division.
Binding Nomination	a nomination by a Member of one or more persons to receive all or part of the Member's Death Benefit which complies with section 59(1A) of the SIS Act in a form and manner, and subject to any conditions, determined by the Trustee.
Category	a part of this Division of the Plan that: (a) has been (or which is) established by the Trustee under clause 7.1; (b) comprises the assets held by the Trustee in respect of that part of this Division of the Plan; and (c) has terms (eg a fee structure and Investment Options) determined under clause 7.2.
Contributions Split	the Trustee rolling over, transferring to or allotting an amount for a Member's spouse after the Trustee has accepted an application by the Member for it to do so.

Term	Meaning
Death Benefit	the benefit that is payable from this Division in respect of a Member on their death.
Deed	this trust deed and rules.
Discretionary Request	a notice in a form and manner determined by the Trustee and given to the Trustee by a Member requesting the Trustee to pay all (or part of) the Member's Death Benefit to one or more persons (including the Member's legal personal representative) in the proportions stated in the nomination.
Division	a division of the Plan.
Expenses	the costs and expenses of and incidental to the establishment, operation, management, administration, investment and termination of this Division, including Tax, insurance costs and any fees or charges imposed on, or paid by, the Trustee.
Family Law Arrangement	an agreement, order or other arrangement made, or entered into, pursuant to the <i>Family Law Act 1975</i> (Cth).
Insurer	the issuer of a Policy.
Investment Option	a separate investment strategy for the investment of an amount of assets of this Division.
Member	a person admitted as a member of this Division and who has not ceased to be a member of this Division.
Messaging System	an electronic messaging system (other than email) that the Trustee approves for the purposes of providing and receiving notices under this Division.
MySuper Product	the Category of this Division that the Trustee has determined will be a 'MySuper Product' under the Relevant Law.

Term	Meaning
Net Earnings	the return (whether positive or negative) of this Division, a Category or an Investment Option determined by the Trustee in accordance with clause 9.4.
Nomination	a Binding Nomination or a Non-Lapsing Nomination.
Non-Lapsing Nomination	a nomination by a Member of one or more persons to receive all (or part of) the Member's Death Benefit in a form and manner, and subject to any conditions, determined by the Trustee and that is not a Binding Nomination or Discretionary Request.
Plan	the Qantas Superannuation Plan (ABN 41 272 198 829).
Plan Email Address	<p>in relation to a notice under clause 12.2(f) the email address of the Plan set out:</p> <p>(a) in the relevant Product Disclosure Statement of the Plan that is current at the time of the giving of the notice; or</p> <p>(b) in a notice by the Trustee to Beneficiaries under clause 12.2.</p>
Policy	a policy of insurance obtained by the Trustee in connection with this Division or a Category.
Power	a power, right, discretion, remedy, determination or authority of any nature and however arising (including a power or right to approve and a power which a person has a duty to exercise).
Principal Company	Qantas Airways Limited (ABN 16 009 661 901).
Product Disclosure Statement	the relevant product disclosure statement or other offer document (including any document that is incorporated by reference into, or supplements, the product disclosure statement or other offer document) issued by the Trustee and in force from time to time in relation to this Division.
Regulator	in relation to a matter, the applicable person who exercises a statutory function in relation to the matter under the Relevant Law.

Term	Meaning
Relevant Law	<ul style="list-style-type: none"> (a) the SIS Act; (b) the <i>Corporations Act 2001</i> (Cth); (c) the <i>Income Tax Assessment Act 1997</i> (Cth); (d) any other present or future law of Australia or a State or Territory of Australia which the Plan, this Division, the Trustee or a Beneficiary must comply with or satisfy to secure or better secure a concession for the Plan in respect of Tax or to avoid, in the opinion of the Trustee, a penalty, detriment or disadvantage to the Plan, the Trustee or a Beneficiary; (e) any direction, instruction, ruling or guideline given by a person duly authorised by a competent Parliament for this purpose which the Trustee determines is legally required to be followed or non-compliance with which may result in the Plan ceasing to be a complying superannuation fund; (f) any direction, instruction, ruling, guideline, licence or registration condition issued by any person authorised by a competent Parliament for this purpose; and (g) any present or future law of Australia or a State or Territory of Australia which the Trustee determines to be a Relevant Law for the purpose of this Division.
Rule 2.1(b)	Rule 2.1(b) of this Deed, headed 'Interpretation'.
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).
Standard Employer Sponsor	<ul style="list-style-type: none"> (a) the Principal Company; and (b) any Associated Employer.
Tax	includes any Commonwealth or State or Territory of Australia tax, surcharge, levy, impost or duty (including any additional interest, fine, penalty or charge on those amounts) which is or might become payable in connection with the Plan, income of the Plan, payments or transfers of assets to or from the Plan, this Division or anything done or which may be done under this Division.
Trustee	the trustee for the time being of the Plan, whether original, additional or substituted.

Term	Meaning
Website	the Qantas Superannuation Plan website most recently advised to the Beneficiaries from time to time in one or more of the following: <ul style="list-style-type: none"> (a) a Product Disclosure Statement; (b) information sent to Members of the Plan; or (c) any other medium utilised by the Trustee.

1.2 Interpretation

In this Division, unless the context otherwise requires:

(a)	Paramount provisions:	the provisions of clause 1.1(a)(1)(A)1 override any other provisions of this Division.
(b)	Amended provisions:	a reference to a document (including this Deed) includes a change or supplement to, or replacement or novation of, or a document which is incorporated by reference into that document.
(c)	Severance:	to the extent that any provision (or part of a provision) of this Division is void, voidable, unenforceable, illegal or invalid for any reason (collectively invalid): <ul style="list-style-type: none"> (1) that provision (or part of a provision) must be read down, changed or construed to the extent necessary, but in a manner that is consistent with the nature and effect of the remainder of this Division, so that it is not invalid; (2) to the extent that clause 1.2(c)(1) does not avoid the invalidity, the relevant word or words in the provision (or part of a provision) must be omitted if that would avoid the invalidity; and (3) if clauses 1.2(c)(1) and 1.2(c)(2) do not avoid the invalidity, the whole provision (or part of a provision) is severed.
(d)	Approvals:	<ul style="list-style-type: none"> (1) an approval, discretion, determination, agreement, consideration, opinion, resolution, consent, authorisation, direction or similar act (each an approval) of the Trustee may be made or exercised in any manner in the sole and absolute discretion of the Trustee and is conclusive and binding on all relevant parties; (2) a Power of approval includes a Power to withhold, revoke or vary an approval; (3) any appointment to an office or position under this Division, and any conduct under this Division which

requires the continued approval of a particular person, ceases on revocation of that approval; and

- (4) an approval of the Trustee must be in writing unless this is expressly waived by the Trustee.

(e)	Grammatical extension:	where a word or phrase is given a particular meaning in this Division, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
(f)	Inclusions:	all matters which are stated as being included in the scope of an expression or a clause do not limit the scope and generality of that expression or that clause.
(g)	Headings:	headings are for convenience only and do not affect the interpretation of this Division.
(h)	Meaning under Relevant Law:	a word or phrase (other than one defined in clause 1.1) which has a particular meaning under the Relevant Law has the same meaning in this Division.
(i)	Assets:	any reference to assets is a reference to real or personal property of any nature (including cash) and whether or not producing income or of a wasting or speculative nature and includes any indirect or direct legal or equitable interest in property and any right or option in respect of property.
(j)	Person:	a reference to a person includes an individual, body corporate, partnership, joint venture, association or authority.
(k)	Singular, plural and genders:	words importing the singular include the plural and vice versa and words importing a gender include any gender.
(l)	Statutory enactments:	a reference to any statute or other law includes all laws changing, consolidating or replacing them, and includes all laws, regulations, modification orders and other instruments issued under the statute or law.
(m)	Clauses of this Division:	a reference to a clause is a reference to a clause of this Division.

(n) **Proper Law:** this Division is governed by, and is to be construed in all respects with, the laws of the Australian Capital Territory.

(o) **State Trustee Acts:** to the extent possible, and unless the Trustee determines otherwise, this Division is not subject to section 35B of the *Trustee Act 1936* (SA) or the equivalent to that section in any State or Territory of Australia.

2 Compliance with Relevant Law

- (a) Despite anything expressed or implied to the contrary in any other provision of this Division, if there is a conflict between this clause 2 and any other provision of this Division (including any provision which purports to override this clause 2), this clause 2 prevails.
- (b) The provisions of this Division are subject to the Relevant Law and if:
 - (1) there is any inconsistency between the provisions of this Division and the Relevant Law, the requirements of the Relevant Law prevail;
 - (2) a provision of a Relevant Law is required to be included in this Division, that provision is included in this Division for as long as required by the Relevant Law; and
 - (3) a provision of the Relevant Law (an **empowering provision**) states that the Trustee can (but is not obliged to) act in accordance with the Relevant Law but requires that this Division include a particular provision (a **deed provision**), the deed provision is deemed to be included in this Division for so long as it is so required by the Relevant Law if the Trustee acts in accordance with the empowering provision.
- (c) The Trustee:
 - (1) must comply with a requirement of the Relevant Law; and
 - (2) can (but is not obliged to) act in accordance with a provision of the Relevant Law that is not a requirement of the Relevant Law.
- (d) If a provision of this Division would otherwise be invalid because it is inconsistent with the Relevant Law as it:
 - (1) subjects the Trustee to a direction by another person; or
 - (2) permits a person to exercise a discretion without the consent of the Trustee,

the Trustee's consent is required for the giving of the direction or the exercise of the discretion.
- (e) Where the Trustee determines to issue a MySuper Product from a Category in this Division on the basis that it qualifies as a 'MySuper Product' under the Relevant Law, any condition, standard or requirement of the Relevant Law which is required to be satisfied in order for the MySuper Product to qualify as a 'MySuper Product' under the Relevant Law is deemed to be a term of the Category from which the MySuper Product is being issued for so long as it is so required.
- (f) Where the Trustee issues an interest on the basis that a benefit (including but not limited to an income stream) that is payable in relation to that interest will qualify as a particular type of benefit (for example, a particular type of pension) (in this clause the **intended benefit**) under the Relevant Law, any condition, standard or requirement of the Relevant Law which must be included in this Division in order

for the benefit to be an intended benefit under the Relevant Law is deemed to be included in this Division for so long as it is required.

3 Provisions applicable to this Division

The only provisions of this Deed that apply to a Member or Standard Employer Sponsor of this Division are:

- (a) set out in this Division; and
- (b) the following clauses of this Deed (and the definitions in Rule 1.1 that are relevant to the clauses listed below):
 - (1) Rule 1.2(b)(i) under the heading 'Superannuation Standards';
 - (2) Rule 2.1(b);
 - (3) Rule 3.3(a);
 - (4) Rule 4.1 headed 'Termination of the Plan';
 - (5) Rule 4.2 headed 'Benefits on Termination';
 - (6) Rule 5.1 headed 'Appointment and removal of Trustee';
 - (7) Rule 5.4 headed 'Indemnity to Trustee'; and
 - (8) Rule 6.2 headed 'Assets held by Trustee'.

4 Trustee

4.1 General Powers

Except as otherwise provided in this Division the Trustee has complete management and control of this Division and may, without limitation, exercise all the Powers of a natural person beneficially owning this Division in order to:

- (a) properly administer, manage, maintain and invest this Division (including a Category); and
- (b) perform its duties.

4.2 Absolute discretion in exercising Powers

- (a) Except as otherwise expressly provided in this Division, the Trustee has absolute and uncontrolled discretion in the exercise of any Power at any time and from time to time and is not required to justify the exercise of any Power.
- (b) The Powers conferred on the Trustee by this Division are additional to the powers exercisable by a trustee at law.
- (c) Any determination made by the Trustee under this Division to pay or apply any amount of assets may at any time in the absolute discretion of the Trustee be varied, altered, revoked or replaced.
- (d) Without limiting this clause 4.2, in exercising any Power, the Trustee may discriminate between Investment Options, Categories or Beneficiaries.

4.3 Remuneration

- (a) The Trustee may charge the fees set out in clause 4.3(b) for the administration and operation of:
 - (1) this Division (or a Category); or
 - (2) a class of Beneficiaries of this Division (or a Category).
- (b) The fees in clause 4.3(a) are the fees disclosed in the Product Disclosure Statement or other member communication.
- (c) Subject to clause 4.3(g), the fees may be charged in the manner determined by the Trustee.
- (d) The Trustee may charge a Beneficiary or any other person permitted by the Relevant Law a fee or an amount determined by the Trustee from time to time in relation to the following matters undertaken by the Trustee:
 - (1) a Family Law Arrangement;
 - (2) a Contributions Split;
 - (3) where clause 12.2(b)(2) applies; or

- (4) any other matter as the Trustee determines from time to time.
- (e) The Trustee may:
- (1) charge a different fee or amount to any Beneficiary (or class of Beneficiaries) based on such criteria as it determines appropriate; and
 - (2) make other payments to a person (including a related body corporate),
- as the Trustee determines is appropriate.
- (f) If the Trustee or a director, officer or employee of the Trustee performs work in relation to this Division in a personal capacity, he or she can be paid all their usual fees for the work they do or work that is done by a firm in which that person is a partner or an employee, including anything which could be done by an unqualified person.
- (g) The fees charged for a MySuper Product must comply with the requirements of the Relevant Law that apply to a 'MySuper Product'.

4.4 Power to delegate

The Trustee may in such manner and on such terms as the Trustee considers appropriate:

- (a) to the extent permitted by law, delegate a Power exercisable by the Trustee and a duty of the Trustee to any person including (in order to avoid doubt) the Power to sub-delegate and to invest and expend Plan assets;
- (b) vary or revoke a delegation; and
- (c) exercise a Power or perform a duty in conjunction with, or to the temporary or permanent exclusion of, a delegate.

4.5 Reliance on opinions, advice or information

- (a) The Trustee:
- (1) may rely on any opinion, advice, statement or information obtained from:
 - a Regulator;
 - a Beneficiary or Standard Employer Sponsor;
 - an Insurer; or
 - the Principal Company; and
 - (2) is not liable for anything done, suffered or omitted by it in doing so.
- (b) If the Trustee relies on any opinion, advice, statement or information provided by a Beneficiary or Standard Employer Sponsor, the Beneficiary or Standard Employer Sponsor indemnifies the Trustee for any loss, expense or damage that the Trustee may suffer as a result of relying on that opinion, advice, statement or information.

4.6 Action despite interest

- (a) A Beneficiary, director of the Trustee or other person associated with the Plan may act as a delegate or agent of or adviser to the Trustee.
- (b) No person is restricted by this Division (or a fiduciary relationship created under this Deed) from:
 - (1) participating in this Division;
 - (2) contracting with any person transacting with or associated with this Division; or
 - (3) being interested in such transaction or having any interest in the person transacting.

4.7 Unallocated amount

The Trustee, with the consent of the Principal Company, can determine how to deal with (and the purpose for which it will deal with) any amount in this Division that:

- (a) is not allocated to any Beneficiary or to any Account; or
- (b) may not (or cannot) be paid or is not payable by the Trustee to any Beneficiary, including applying that amount for the reduction of contributions of a Standard Employer Sponsor or to pay Expenses.

5 Amending this Division

The Trustee may, with the consent of the Principal Company, either prospectively or retrospectively change, amend or replace all or any of the provisions of this Division (including this clause 5) or Rule 2.1(b).

6 Termination of this Division or a Category

- (a) The:
 - (1) Principal Company, by giving written notice to the Trustee; or
 - (2) the Trustee, with the consent of the Principal Company,may terminate this Division (or a Category).
- (b) If this Division (or a Category) is terminated, the proceeds of the Division (or Category) that remain after any transfer of a Member's or Standard Employer Sponsor's interest or benefit to another Category under clause 7.3 or other Division or superannuation entity under clause 10.2(b) must be applied in the following order:
 - (1) to pay, or provide for, the payment of Expenses that are not paid for by the Principal Company;
 - (2) to pay benefits to the applicable Beneficiaries; and
 - (3) any remaining assets in this Division (or a Category) may be dealt with by the Trustee as determined by the Trustee and the Principal Company in their absolute discretion.

7 Categories

7.1 Establishment and termination of a Category

The Trustee may, with the consent of the Principal Company:

- (a) establish one or more Categories; and
- (b) terminate a Category and apply the assets in accordance with clause 6.

7.2 Terms of a Category

- (a) The Trustee must administer a Category in accordance with:
 - (1) the provisions of this Deed that apply to this Division; and
 - (2) the terms of the Category from time to time (that may limit the Trustee's powers that would otherwise apply under clause 7.2(a)(1)).
- (b) The terms of a Category:
 - (1) must not:
 - give the Trustee more (but may restrict the Trustee's exercise of its) powers under this Deed; nor
 - impose more obligations on a Beneficiary than under this Deed;
 - (2) are, subject to clause 7.2(b)(3), to be determined by the Trustee, with the consent of the Principal Company;
 - (3) that govern the requirements for a person to participate in a Category or the Category in which an existing Member is to participate is to be determined by the Principal Company; and
 - (4) are to be recorded in writing by the Trustee and made available to a current or potential Member (and, if relevant, Standard Employer Sponsor) in a manner determined by the Trustee.

7.3 Movement between Categories

The Trustee may, acting consistently with its duties and with the Principal Company's consent:

- (a) transfer, without a Member's consent, the Member's interest or benefit in this Division between Divisions, Categories or classes of Members in a Category; and
- (b) alter the terms of a Category in which a Standard Employer Sponsor participates.

7.4 Assets and liabilities

- (a) Subject to clause 7.4(b), any liability that relates to:
 - (1) a Category must not be satisfied from the assets that are (or the proportion of an asset that is) attributable to any other Category; or
 - (2) a class of Members of the Category must not be satisfied from the assets that are attributable to any other class of Members of the Category (if the terms of a Category establish a class of Members of a Category).
- (b) The Trustee can decide that clause 7.4(a) does not apply to certain liabilities.

7.5 Sub-plan

A Category is not necessarily a sub-plan under the Relevant Law.

8 Membership and participation

8.1 Commencing Membership

- (a) A person who:
- (1) under the Relevant Law is:
 - eligible to contribute, have contributions made on their behalf or have an amount rolled over or transferred to a Category; or
 - a non-member spouse; and
 - (2) under the terms of a Category and with the consent of the Principal Company, is eligible to participate in the Category,
- may (subject to clause 8.1(b)) become a Member in a manner determined by the Trustee.
- (b) The Trustee may in its absolute discretion, with or without giving reasons, accept or reject a person becoming (or delay considering whether a person will become) a Member or impose terms and conditions in respect of a person's Membership.
- (c) Subject to clauses 8.1(a) and 8.1(b), a person becomes a Member from the date determined by the Trustee or, if the Trustee does not determine a date, from the date that the Trustee accepts a payment by, or in respect of, a person's Membership.

8.2 Ceasing to be a Member or a Beneficiary

- (a) A person ceases to be a Member of this Division:
- (1) on the date they no longer have in this Division either:
 - a positive Account balance; or
 - insurance cover under a Policy,unless:
 - a benefit is then payable to them, in which case they cease to be a Member on the date that all of that benefit has been paid to (or for the benefit of) the person; or
 - the Trustee decides that the person should continue to be a Member; or
 - (2) on their death.
- (b) A person ceases to be a Beneficiary on the date that all of the person's benefit is:
- (1) paid to (or for the benefit of) the person; or
 - (2) otherwise satisfied or dealt with in accordance with the Relevant Law and this Division.

8.3 Associated Employers

- (a) The:
- (1) Principal Company; or
 - (2) Trustee, with the consent of the Principal Company,
- may accept or reject a person becoming (or delay considering whether a person will become) an Associated Employer or impose terms and conditions in respect of a person being an Associated Employer.
- (b) Subject to clause 8.3(a), a person becomes an Associated Employer from the date determined by the Trustee or, if the Trustee does not determine a date, from the date that the Trustee accepts a payment from the Associated Employer.
- (c) An Associated Employer ceases to be an Associated Employer if:
- (1) the Associated Employer gives the Trustee; or
 - (2) the Principal Company or the Trustee, with the consent of the Principal Company, gives the Associated Employer,
- written notice to that effect.
- (d) When an Associated Employer ceases to be an Associated Employer, the Trustee may transfer the benefit entitlements of the employees that the employer nominated to become Members of this Division to:
- (1) another superannuation entity nominated by the employer; or
 - (2) if no other superannuation entity is nominated by the employer, another Category or superannuation entity selected by the Trustee.

8.4 Standard Employer Sponsors

A Standard Employer Sponsor may:

- (a) nominate an employee to become a Member provided that the employee is eligible under the Relevant Law and under the relevant terms of a Category to become a Member of this Division; and
- (b) direct the Trustee to transfer a Member between Divisions or Categories without the Member's consent provided that:
- (1) the Member is eligible to become a Member of the Division or Category into which they are transferred under the terms of that Division or Category; and
 - (2) either:
 - (A) if the Member was a member of a Division (other than this Gateway Division) (in this clause a 'Prior Division') immediately prior to becoming a Member of this Gateway Division, the Standard Employer Sponsor had the power under the terms of

- the Prior Division to direct the Trustee to transfer the Member to a Division (other than the Prior Division); or
- (B) the transfer is consistent with a change in the terms and conditions of employment of the Member that the Member has agreed with the Standard Employer Sponsor.

8.5 Special arrangements

- (a) The Principal Company may, with the consent of the Trustee, agree with a person that the participation of the person as a Member or a Standard Employer Sponsor is subject to, or varied in accordance with, the terms and conditions contained in the agreement.
- (b) If the Trustee, the Principal Company and a person enter into an agreement about the terms and conditions of the person's participation as a Member or a Standard Employer Sponsor:
- (1) that agreement is binding on each of the Trustee, the Principal Company and the person; and
 - (2) to the extent that the agreement conflicts with any other provision of this deed (except clause 2) or the terms of the relevant Category, the terms of the agreement prevail.

8.6 Accounts

The Trustee:

- (a) may maintain any accounts it determines including accounts to record the benefits of the Beneficiaries (which may be represented by notional units of value); and
- (b) must credit or debit an account with any portion of any Plan assets (or any Expense) it determines is attributable to that account (which may be represented by notional units of value) and may otherwise credit and debit those accounts with any other amount and in any other manner it considers appropriate.

8.7 Provision and disclosure of information

- (a) Each Beneficiary must:
- (1) provide all information and evidence;
 - (2) sign all documents;
 - (3) undergo all medical examinations and tests; and
 - (4) generally satisfy all standards and requirements,
- requested by the Trustee.
- (b) The Trustee may refuse to admit a person as a Member or place conditions on the person's Membership if:
- (1) the person does not comply with clause 8.7(a) to the satisfaction of the Trustee; or

- (2) the information provided by the person is incorrect or contains an omission.

8.8 Beneficiary and Standard Employer Sponsor bound

Each Beneficiary and Standard Employer Sponsor is bound by this Deed.

9 Investments

9.1 Authorised investments

The Trustee may make any investment or deal with the assets of this Division in any manner that the Trustee considers suitable.

9.2 Member investment choice

- (a) Subject to clause 9.2(d), the Trustee may permit a Member (or a class of Members) to direct the Trustee to invest all (or part of) the Member's Account in one or more Investment Options on such terms and conditions as the Trustee considers appropriate.
- (b) If under clause 9.2(a) a Member directs the Trustee to invest all (or part of) the Member's Account in an Investment Option that investment is made for the sole benefit (and at the sole risk) of the Member and any income or gains or losses or expenses incurred in respect of that Investment Option must be attributed to the Member.
- (c) Neither the Trustee (nor the Principal Company) is liable to a Member (or Beneficiary) for acting (or for a delay in acting) in accordance with the Member's choice of one or more Investment Options.
- (d) The Investment Option for the MySuper Product must comply with the requirements of the Relevant Law that apply to a 'MySuper Product'.

9.3 Plan assets

A Beneficiary has no right to claim any interest or exercise any right in any particular asset of the Plan.

9.4 Net Earnings

- (a) Net Earnings must be determined and must be:
 - (1) allocated to any Accounts; or
 - (2) otherwise dealt with in accordance with this Division,in the manner (and at such times) determined by the Trustee.
- (b) Without limiting clause 9.4(a), Net Earnings may be allocated by way of an interest or earning rate (positive or negative) which may be represented by the change (positive or negative) in the value of notional units in respect of a Category (or Investment Option).
- (c) In determining Net Earnings, the Trustee must take into account the relevant assets (including unrealised assets) and liabilities (including unrealised liabilities) and otherwise may adopt whatever assumptions, methodology and procedures it considers appropriate, including:

- (1) methodology and procedures concerning the method and basis of valuing particular property;
- (2) the intervals at which valuations must be carried out; and
- (3) the reserving or averaging of income.

10 Contribution, rollover or transfer

10.1 No obligation to pursue unpaid contributions

The Trustee is not required to take any action in respect of a contribution that is due or payable but has not been paid to the Trustee.

10.2 Transfers

- (a) The Trustee may arrange for the transfer into this Division of assets with:
 - (1) the person responsible for another superannuation entity;
 - (2) a person who is (or was) a participant in another superannuation entity; or
 - (3) any other person who can transfer assets into the Plan,on conditions agreed between the Trustee and the other person.
- (b) The Trustee:
 - (1) may, with or without the consent of a Beneficiary, transfer all or part of the benefit entitlement of the Beneficiary from this Division to another Division or superannuation entity;
 - (2) must transfer the benefit entitlement of a Beneficiary to another superannuation entity or to a Regulator in the circumstances required by the Relevant Law; and
 - (3) may transfer all or part of a reserve in this Division to another Division or superannuation entity.

11 Benefits

11.1 Benefits under a Category

- (a) The Trustee must set out in the terms of a Category, or otherwise determine, the details of benefits payable to a Beneficiary from this Division.
- (b) Unless stated otherwise in the terms of a Category:
 - (1) a Member's benefit is equal to the balance of all Accounts maintained for the Member under a Category; and
 - (2) where a Member is insured under a Policy against death, total and permanent disablement or total and temporary disablement, the insured component of any benefit payable from the Plan is limited to the amount the Trustee receives from the Insurer.

11.2 When a benefit is payable

The Trustee:

- (a) may (but is not obliged to) pay all or part of any benefit when permitted by the Relevant Law; and
- (b) must pay any benefit or interest in this Division when required by the Relevant Law.

11.3 Calculation of the amount of benefit

- (a) The Trustee:
 - (1) must calculate the benefit of a Beneficiary as at the date the event which gave rise to the entitlement of the Beneficiary occurred; and
 - (2) may include Net Earnings on the Beneficiary's benefit up to the date that the benefit is paid to the Beneficiary.
- (b) The Trustee may adjust benefits and rights of a Beneficiary to take account of:
 - (1) any contribution that has not been paid;
 - (2) any Expense;
 - (3) any incorrect, inaccurate or misleading information supplied, or lack of information supplied, by or in respect of a Beneficiary;
 - (4) any refusal or failure by an Insurer to provide insurance or to pay any insurance proceeds;
 - (5) an Insurer:
 - reducing the payment of any insurance proceeds;

- deferring the payment of any proceeds; or
 - imposing terms and conditions on which the insurance proceeds are payable; or
- (6) any requirement of the Relevant Law to pay an amount from the Beneficiary's Account or to pay all or part of the Beneficiary's benefit to a particular person (including a Family Law Arrangement).
- (c) A condition of each benefit being paid to a Beneficiary is that if the Trustee determines, after paying the benefit, that an insufficient deduction was made from the benefit to pay Tax, the Beneficiary:
- (1) must repay to the Trustee on demand such amount as the Trustee determines should not have been paid to the recipient in respect of the Tax; and
 - (2) releases the Trustee from any loss or damage that the recipient may suffer as a result of the Trustee making the insufficient deduction.

11.4 Manner of payment

The Trustee may pay or satisfy all or part of a benefit in any manner determined by the Trustee including by:

- (a) the benefit being transferred or rolled over to another superannuation entity selected by the Trustee;
- (b) the benefit being paid as one or more lump sums or one or more income streams;
- (c) transferring assets to or for the benefit of the relevant Beneficiary; or
- (d) procuring the payment by the Insurer of the benefit.

11.5 Death Benefit nominations

- (a) The Trustee may provide a Member or a group of Members with a facility and guidelines to make:
 - (1) a Binding Nomination;
 - (2) a Non-Lapsing Nomination; or
 - (3) a Discretionary Request.
- (b) The Trustee may provide its consent to the exercise of a Member's direction in a Non-Lapsing Nomination:
 - (1) on an individual basis; or
 - (2) on a general basis with effect from the time that the Non-Lapsing Nomination is processed by or on behalf of the Trustee where the direction is exercised in accordance with guidelines that the Trustee determines in accordance with clause 11.5(c) from time to time.

- (c) For the purposes of clause 11.5(b)(2), the guidelines comprise the following:
- (1) a nominated beneficiary of the Member must be:
 - (A) a dependant or the legal personal representative of the Member; or
 - (B) if there is no dependant or legal personal representative nominated by the Member, any other natural person to whom the Death Benefit of the Member may be paid under the SIS Act;
 - (2) the Nomination must deal with the all or part of the Death Benefit of the Member; and
 - (3) such other or such varied conditions determined by the Trustee from time to time.
- (d) Subject to clauses 11.5(f) and 11.5(g), the Trustee:
- (1) must, in the case of a Binding Nomination;
 - (2) must, in the case of a Non-Lapsing Nomination to which the Trustee has consented pursuant to clause 11.5(b); and
 - (3) may, in the case of a Discretionary Request,
- give effect to the Nomination or Discretionary Request in accordance with its terms.
- (e) If a Member gives the Trustee a Nomination or Discretionary Request:
- (1) any prior Nomination or Discretionary Request is taken to be revoked on the date of the Trustee's acceptance of that later Nomination or Discretionary Request; and
 - (2) the later Nomination or Discretionary Request given by the Member and accepted by the Trustee replaces any prior Nomination or Discretionary Request.
- (f) If a Nomination or Discretionary Request specifies a person as a beneficiary who is not eligible under the Relevant Law or the Trustee's guidelines (ineligible beneficiary) to receive the portion of the benefit specified in the Nomination or Discretionary Request, the Trustee:
- (1) must, in the case of a Nomination; and
 - (2) may, in the case of a Discretionary Request,
- pay the specified portion of the benefit referable to the ineligible beneficiary:
- (3) to the remaining nominated beneficiary, or, if more than one, to the remaining nominated beneficiaries in the same proportion, but as to the whole, that they shared in the portion of the Death Benefit payable to them in accordance with the Nomination or Discretionary Request; or

- (4) if there is no remaining eligible nominated beneficiary, to the legal personal representative of the Member.
- (g) A Non-Lapsing Nomination ceases to be valid if the Trustee has actual knowledge that the Member has, after giving the Trustee a Non-Lapsing Nomination:
 - (1) married;
 - (2) entered into a de facto or like relationship with a person of either gender;
 - (3) separated on a permanent basis from their spouse or partner; or
 - (4) had a child with a person other than their spouse or partner.
- (h) If the Trustee is required to pay or has decided to pay a Death Benefit, or a portion of a Death Benefit, to a legal personal representative of a Member and a legal personal representative is not appointed, or the Trustee is unable to identify the legal personal representative, within 90 days of the date of death or any later date the Trustee considers reasonable, the Trustee must pay the whole or the part of the Death Benefit:
 - (1) to such one or more of the dependants of the Member; or
 - (2) if none, to any other person or persons in accordance with the Relevant Law,

as the Trustee determines.
- (i) Where the whole or part of a Death Benefit is payable and none of the previous clauses apply in relation to the whole or the part, the Trustee may pay the relevant amount to such one or more of the Member's dependants and legal personal representative as the Trustee determines, or, if none, to any other person or persons in accordance with the Relevant Law, as the Trustee determines.
- (j) The Trustee may impose additional conditions and make additional rules and procedures for the payment of a Death Benefit in circumstances not contemplated or dealt with by this clause 11.5 including where a Nomination or Discretionary Request is wholly or partly invalid.

11.6 Requirements for a person claiming a benefit

The Trustee is not required to pay all (or part of) a benefit if the person claiming the benefit has not:

- (a) made a proper application to the Trustee in the form required by the Trustee;
- (b) provided any information that the Trustee has requested to substantiate the person's claim; or
- (c) given instructions in relation to how the benefit is to be paid which is acceptable to the Trustee.

11.7 Discharge and release

The Trustee is completely discharged in respect of any payment made in accordance with this Deed including a payment to a person the Trustee believes in good faith is entitled to the benefit.

11.8 Financial incapacity

If the Trustee believes that a Beneficiary is not capable of receiving a benefit or managing his or her affairs, the Trustee may pay the benefit of the Beneficiary to another person to be used for the benefit of the Beneficiary.

12 Notices

12.1 Requirements

Any notice or other communication in connection with the Plan (including any information required or permitted by the Relevant Law to be given by the Trustee to a Beneficiary) (each a **notice**) must be given in accordance with clause 12.2.

12.2 When notice given and received

- (a) A Beneficiary agrees by participating in the Plan, or on becoming entitled to a superannuation interest, to:

- (1) receive any notice from the Trustee by:
 - (A) mail;
 - (B) email;
 - (C) the Messaging System;
 - (D) the Website; or
 - (E) any other medium utilised by the Trustee and notified to the Beneficiary; and
- (2) give any notice to the Trustee:
 - (A) in writing at its principal office in New South Wales;
 - (B) by email to the Plan Email Address; or
 - (C) by any other medium utilised by the Trustee and notified to the Beneficiary,

as set out in this clause 12.2.

- (b) Where the Trustee:

- (1) wishes to give a notice to a Beneficiary by mail; or
- (2) is required to give a notice by mail to a Beneficiary because the Beneficiary has not notified the Trustee of the Beneficiary's email address,
- (3) the notice may be given to the Beneficiary:
- (4) at his or her place of employment;
- (5) at such other address last notified to the Trustee by the Beneficiary; or
- (6) at the option of the Trustee, to a Standard Employer Sponsor on behalf of the Beneficiary,

and is deemed to be received by the Beneficiary on the earlier of:

- (7) 2 business days (in both the place of dispatch and receipt of the notice) after the notice is sent by mail; and
 - (8) the day the notice is received at the above address.
- (c) Subject to clause 12.2(g), where the Trustee wishes to give a notice to a Beneficiary by email, the Trustee may use the last email address notified to the Trustee by the Beneficiary. Any such notice is deemed to have been received and read by the recipient 36 hours (or other period determined by the Trustee from time to time) after the time recorded on the Trustee's copy of the email.
 - (d) Subject to clause 12.2(g), where the Trustee posts a notice on the Messaging System for a Beneficiary, the notice is deemed to have been received and read by the Beneficiary 36 hours (or other period determined by the Trustee from time to time) after the time of posting.
 - (e) Where the Trustee posts a notice on the Website for a Beneficiary, the notice is deemed to have been received and read by the Beneficiary 48 hours (or other period determined by the Trustee from time to time) after posting on that website.
 - (f) Subject to clause 12.2(h), where a Beneficiary:
 - (1) gives a notice to the Trustee under clause 12.2(a)(2)(A), the notice is effective only when received by the Trustee at that office; and
 - (2) wishes to give a notice to the Trustee under clause 12.2(a)(2)(B) or 12.2(a)(2)(a)(C), the Beneficiary:
 - (A) must comply with any requirements for the giving of notices to the Plan Email Address or any requirements determined by the Trustee and notified to the Beneficiary for using any other medium; and
 - (B) subject to clause 12.2(g), any notice given by a Beneficiary in accordance with clause 12.2(f)(2)(A) is deemed to have been received by the Trustee 36 hours (or other period determined by the Trustee from time to time) after the time of posting.
 - (g) Clause 12.2(c), 12.2(d) or 12.2(f) does not apply if:
 - (1) the person giving the notice receives a report of delivery failure or delivery delay;
 - (2) the person giving the notice receives an "out of office" reply or similar response; or
 - (3) the recipient informs the person giving the notice that the notice is illegible, incomplete or corrupted,

within 36 hours (or other period determined by the Trustee from time to time) of the notice being transmitted or posted.
 - (h) A notice to the Trustee which is received:
 - (1) other than on a business day or after 4.00 pm (Sydney time) (or other time determined by the Trustee from time to time) is regarded as received at 9.00 am (Sydney time) on the following business day; and

(2) before 9.00 am (Sydney time) is regarded as received at 9.00 am (Sydney time).

12.3 Reliance

A notice given and received in accordance with this clause 12 can be relied on by the Trustee and the Trustee is not liable to any person for any consequences of that reliance in good faith if the Trustee believes it to be genuine, correct and authorised by the sender.