

Group Salary Continuanace Policy

Group Life Policy Number GR927-SC
Group Life Policy Name Telstra Superannuation Scheme
Group Life Policy Owner Telstra Super Pty Ltd

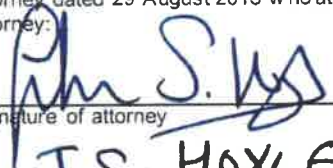
BACKGROUND:

- Since 26 September 2005, TAL Life Limited ("TAL") has provided income protection cover for eligible members of the Telstra Superannuation Scheme ("the fund") under GSC458 policy issued to Telstra Super Pty Ltd in its capacity as trustee of the fund ("Trustee").
- TAL and the Trustee have mutually agreed that TAL will provide cover for claims relating to the Defined Benefits Divisions 5 and 8 (DB) of the fund which are made on or after 1 November 2014 if the claim is incurred within certain defined periods, in accordance with the terms contained in this Policy.

OPERATIVE PROVISION:

- A. TAL and the Trustee agree that this policy ("Policy"), as amended from time to time, contains the entire terms and conditions of the arrangement outlined in the Background above.


Signed for **TAL Life Limited** ABN 70 050 109 450 by its duly appointed attorneys under power of attorney dated 29 August 2013 who at the date hereof had no notice of revocation of such power of attorney:



 Signature of attorney
J.S. HOYLE

 Name
27/10/2014

 Date signed




 Signature of attorney
 George Kourt Company Secretary

 Name
27/10/2014.

 Date signed

Signed for and on behalf of **Telstra Super Pty Ltd** ABN 86 007 422 522



 Signature of authorised representative
Gordon Williamson

 Name of authorised representative
General Manager Operations

 Title



 Signature of authorised representative
PAUL CURTIN

 Name of authorised representative
ACTING CEO

 Title

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Group Life Insurance Policy

Policy Number GR927-SC

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PART I. THE POLICY

1. THE POLICY

- 1.1.1. This Policy is evidence of a contract of insurance between *us* and *you* for the payment of certain insurance benefits upon the conditions set out in this Policy in consideration of the payment of premium by *you*. It consists of this PART I, and the following:
- a) PART II – which sets out definitions;
 - b) PART III – which sets out general terms and conditions applicable to income protection life cover;
 - c) PART IV – which sets out specific terms and conditions for *insured members of Division 5*;
 - d) PART V - which sets out specific terms and conditions for *insured members of Division 8 (DB)*;
 - e) PART VI – a copy of the *trust deed*;
 - f) PART VII – a copy of the *Special Determination regarding Salary for Division 2 and Division 5 members*;
 - g) PART VIII – a copy of the *Special Determination regarding Salary for Division 8 (DB) members*; and
 - h) any document which evidences any alteration or variation of the policy.

PART II. DEFINITIONS

2. GENERAL DEFINITIONS

2.1.1. The following words or expressions have the meanings set out below where they appear in this Policy:

benefit payment period:	means 2 years.
casual employee:	means an <i>employee</i> who is for the time being classified by the <i>employer</i> as a casual employee in accordance with the <i>employer's</i> normal workforce classification rules and procedures and who the <i>employer</i> notifies to <i>you</i> .
commencement date:	means 1 November 2014.
contributory member:	means a <i>member</i> who has at any time been admitted to <i>contributory membership</i> of <i>Division 5</i> .
contributory membership:	has the same meaning as in the <i>trust deed</i> .
cover cessation age:	means age 65.
date of disablement:	<p><u>Division 5</u> means for a <i>Division 5 member</i> the later of -</p> <ul style="list-style-type: none">a) the date determined by <i>us</i> to be the date on which the <i>member</i> last ceased to be an <i>employee</i>; andb) the date determined by <i>us</i> to be the date on which the <i>illness</i> or <i>injury</i> which (in <i>our</i> opinion after considering evidence satisfactory to <i>you</i> and <i>us</i>) was the primary cause of that disablement commenced or occurred, or, in any case, any other date <i>you</i> and <i>we</i> may declare to be the <i>member's</i> date of disablement for the purposes of this definition. <p><u>Division 8 (DB)</u> means for a <i>Division 8 (DB) member</i> the date determined by <i>us</i> to be the date on which the <i>illness</i> or <i>injury</i> which (in <i>our</i> opinion after considering evidence satisfactory to <i>you</i> and <i>us</i>) was the primary cause of that disablement commenced or occurred, or, in any case, any other date <i>you</i> and <i>we</i> may declare to be the <i>member's</i> date of disablement for the purposes of this definition.</p>
defined benefit member:	has the meaning as defined in the <i>trust deed</i> .
division/s:	means one or more of <i>Division 5</i> or <i>Division 8 (DB)</i> , being division/s of the fund pursuant to the <i>trust deed</i> as at the <i>commencement date</i> .

Division 2:	means the segment of the <i>fund</i> that pursuant to the <i>trust deed</i> has been designated by <i>you</i> to be the <i>division</i> to be known as Division 2.
Division 5:	means the segment of the <i>fund</i> that pursuant to the <i>trust deed</i> has been designated by <i>you</i> to be the <i>division</i> to be known as Division 5.
Division 5 membership:	means, for the purposes of the definition of <i>salary</i> , subject to clause 5.1.3 of the <i>trust deed</i> , in relation to a <i>member</i> the most recent uninterrupted period during which the member has been an <i>employed member</i> and a member of Division 5.
Division 8 (DB):	means the segment of the <i>fund</i> that pursuant to the <i>trust deed</i> of the <i>fund</i> has been designated by <i>you</i> to be the <i>division</i> to be known as Division 8 Defined Benefit.
Division 8 employer:	has the same meaning as in the <i>trust deed</i> .
employed member:	means a person who is for the time being both an <i>employee</i> and a <i>member</i> .
employee/s:	has in relation to an employer the same meaning as in the <i>Superannuation Industry (Supervision) Act 1993</i> .
employer:	has the same meaning as in the <i>trust deed</i> .
former fund member:	has the same meaning as in the <i>trust deed</i> .
former Telstra DB member:	has the meaning as defined in the trust deed.
fund:	means the Telstra Superannuation Scheme, which was constituted and is governed by a declaration of trust pursuant to the trust deed dated 13 June 1990 as amended from time to time.
illness:	means an illness or disease suffered by the <i>insured member</i> , and is diagnosed by an appropriately qualified <i>medical practitioner</i> .
income benefit	means 75% of the member's <i>pre-disability income</i> as at the <i>date of disablement</i> .
incurred date:	means the date the <i>waiting period</i> ends.
injury:	means the occasioning of an injury caused directly and solely by some violent, external and visible means and which is capable of direct proof.
insured member:	means a <i>member</i> for whom we have agreed to provide cover under this policy and continues to be insured under this policy and who was a <i>member</i> prior to the <i>commencement date</i> .
medical practitioner:	means a medical practitioner who is legally qualified and registered to the equivalent Australian standards (and includes an appropriate specialist) who is not the policy owner or the insured member, their spouse, relative or business associate.
member:	means a person who:

	<p>A) was admitted into membership of the <i>fund</i>; and</p> <p>B) who had not ceased to be a member of the <i>fund</i> immediately prior to the <i>incurred date</i>;</p> <p>in accordance with the <i>trust deed</i>.</p>
permanent part-time employee (<15 hours)	means employee who is for the time being classified by the employer as a permanent part-time employee in accordance with the employer's normal work force classification rules and procedures (having regard to applicable awards and industrial agreements) and who the employer notifies to you.
pre-disability income:	means the <i>salary</i> the <i>member</i> was earning immediately prior to the <i>date of disablement</i> divided by 12 but in any event, no more than the salary or wages the member received for the month immediately prior to the <i>date of disablement</i> including any allowances for that month which are included in the <i>member's</i> salary under the <i>Special Determination regarding Salary</i> .
principal employer	means Telstra Corporation Limited ABN 33 051 775 556.
privacy laws:	means the <i>Privacy Act 1988</i> (Cth) as amended by the <i>Privacy Amendment (Enhancing Privacy Protections) Act 2012</i> (Cth) including the Australian Privacy Principles and any other present or future law of the Commonwealth of Australia or any State or Territory of Australia regarding the collection, use and disclosure of personal information.
regular occupation/s:	means any form of personal exertion for the purpose of payment or profit performed by the <i>insured member</i> on a regular and recurring basis. Where the expression regular occupation is used in connection with a specified period of time it means any such occupation performed by the <i>insured member</i> on a regular and recurring basis during that period.
rehabilitation program	means a rehabilitation or retraining program which an <i>employer</i> maintains or in which an <i>employer</i> participates for or in respect of (but not limited to) sick, injured or infirm employees of the <i>employer</i> as part of or in connection with its human resources policies or practices.
reported date:	the date you receive the initial claim form for a member with respect to a particular condition for a <i>total disability</i> claim under the fund.
review date:	means 1 July in each year or any other date determined from time to time by the <i>Division 8 employer</i> to be the Review Date.
salary:	<p><u>Division 5</u></p> <p>means, determined, subject to <i>Special Determination regarding Salary</i>, in relation to a <i>Division 5 member</i> at any particular date the <i>member's</i> annual rate of ordinary remuneration notified to you by the <i>employer</i> as at that date including any allowance which is included as salary for the purposes of the <i>Superannuation Act 1976</i> but in any particular case, and subject to part 1.2 of the <i>trust deed</i> –</p>

- A) salary shall be any other amount determined in any manner specified by the *principal employer* and approved by *you*, the *member* and *us* for the purposes of the whole or any particular provision of this policy; and
- B) a *member's* salary at any particular date during *Division 5 membership* will not be less than the *member's* salary on any previous date of *Division 5 Membership*; and
- C) a *member's* salary during a period of *Division 5 membership* when the *member* is absent from active employment with the *employer* without pay is the salary which applied in respect of the *member* on the last day of the *member's* active employment with the *employer* immediately before the commencement of that period of absence.

Division 8 (DB)

means, determined, subject to *Special Determination regarding Salary*.

- A) in relation to a *Division 8 (DB) member*, an amount determined at each *review date* representing the *member's* ordinary remuneration but not including the value of any bonus, commission, overtime or like components provided that the *employer*, with *our* agreement, may determine such components should be included or that "Salary" of a *member* or *members* should be determined to be another amount or calculated in another manner either generally or in a particular case or for a particular purpose.

Special Determination regarding Salary

Division 5 means the Special Determination regarding Salary for the purposes of divisions 2,3 and 5 with an effective date of 1 July 1998 a copy of which is attached to his Policy as Annexure B.

Division 8

means the Special Determination regarding Salary for the purposes of division 8 with an effective date of 1 July 2001 a copy of which is attached to his Policy as Annexure C.

superannuation membership:

has the meaning as defined in the *trust deed*.

totally disabled/total disability:

Division 5

means in relation to a *Division 5 member*, disablement as a result of which:

- 1) unless otherwise agreed between the *principal employer*, *you* and *us* from time to time either generally or in any particular case, the *member* has been absent from employment with the *employer* through *injury* or *illness* for three continuous months and is under the regular treatment of a registered *medical practitioner*; and
- 2) in *our* opinion, after consideration of medical evidence satisfactory to *us*, the person has, by reason of such *injury* or *illness*, been rendered unable for the time being to perform the normal duties of his or her occupation;
- 3) in *our* opinion the *injury* or *illness* is not -

- A) wholly or partially attributable to or a consequence of intentional self-injury; or
- B) wholly attributable to normal and uncomplicated pregnancy or childbirth.

Division 8 (DB)

means in relation to a Division 8 (DB) member:

- 1) in respect of *former fund members*, means such stage of mental or physical incapacity resulting from injury, illness or disease as, in *our* opinion, after receiving and considering such information and advice as *you* and *we* consider satisfactory, has rendered the *member* wholly and continuously incapable of working in his or her usual occupation, after such qualifying period as the *employer, you* and *we* determine; and
- 2) in respect of all *members* other than *former fund members* as at the *transfer date*, means disablement as a result of which the member has been absent from employment with the *employer* through *injury or illness* for three continuous months and is under the regular treatment of a registered *medical practitioner*;

and we may at *our* discretion (either generally or in any particular case), review the condition of the member at any time to determine whether the *member* continues to satisfy the requirements of this definition.

transfer date:

means 1 July 2001.

trust deed:

means the working copy of the trust deed for the *fund* reflecting amendments up to 16 July 2013 a copy of which is attached to this Policy as Annexure A.

waiting period:

means the period:

- A) starting on the date a *medical practitioner* examines the *insured member* and certifies that he or she satisfies the definition of *total disability*;
- B) during which the *insured member* has been *totally disabled* for at least 7 out of the first 12 consecutive days;
- C) during which the *insured member* has not returned to performing all of the duties of their *regular occupation* for more than 5 consecutive days;
- D) the duration of which is 3 months (determined in accordance with the conditions of this policy) plus the number of the days (if any) during that period in which the *insured member* has returned to performing all of the duties of all of their *regular occupation*. The duration of 3 months may be reduced subject to agreement by *you* and *us*.

we/our/us:

TAL Life Limited ABN 70 050 109 450.

you/your:

Telstra Super Pty Ltd ABN 86 007 422 522.

PART III. CONDITIONS RELATING TO COVER FOR ALL MEMBERS

This PART III sets out conditions relating to all *insured members* of the *fund*.

3. COVER

3.1. Cover for insured members under this policy

- 3.1.1. Subject to meeting the other relevant conditions of the policy, cover under this policy will apply to a *member* if each of the following apply to that *member*:
- a) the person was included in the membership data that *you* provided to *us* prior to the *commencement date* as a *member*;
 - b) the *reported date* of the claim relating to the *member* is on or after 00:00 on the *commencement date*;
 - c) the *incurred date* of the claim relating to the *member* is between 00:00 on 26 September 2005 and 24:00 on 31 October 2014;
 - d) the *incurred date* of the claim happens while the *member* had cover under the *trust deed* and this cover is validly granted to the *member* in accordance with the terms of the *trust deed*;
 - e) the claim has not arisen due to an error made by *you* including but not limited to an administrative, reporting or disclosure error on which the *member* relies;
 - f) an income protection benefit has not otherwise been paid or has not become payable in respect of the same member under any of:
 - i) the *trust deed*;
 - ii) policy GR926-SC; or
 - iii) policy GSC458.
- 3.1.2. Despite any other provision of this Policy, no benefit or part of a benefit (as applicable) will be payable in respect of an *insured member* under this Policy if that benefit would not have been payable under the terms of the *trust deed*.
- 3.1.3. Payment of any benefit is conditional on *you* complying with *your* obligations under this Policy including but not limited to provision of information under condition 7.

4. Conditions relating to payment of benefits

4.1. One benefit at a time

- 4.1.1. We will only pay one *income benefit* for an *insured member* at a time under this Policy even where an *insured member* suffers more than one *illness* or *injury* concurrently.

4.2. Maximum benefit payment period

- 4.2.1. The maximum period in respect of which we will pay benefits for *total disability* under this Policy resulting from any one or related cause is the *benefit payment period*.
- 4.2.2. The maximum period referred to in condition 4.2.1 includes any period in which a benefit is paid or payable for *total disability* or was payable but is calculated to be zero in accordance with condition 12.1.2.

4.3. Limitations and exclusions

- 4.3.1. We will not make a payment under this policy if the payment would cause *us* to infringe the *Health Insurance Act 1973* (Cth), *National Health Act 1953* (Cth) or *Private Health*

Insurance Act 2007 (Cth) or any succeeding legislation in connection with health insurance.

5. END OF COVER

5.1. End of cover

- 5.1.1. Cover for an *insured member* will end under this Policy on the earliest of:
- a) the death of the *insured member*;
 - b) the date the *insured member* reached the *cover cessation age*;
 - c) the date the policy terminates subject to condition 10.2; and
 - d) the date the *insured member* ceased to be a *member* of the *fund*.

6. CLAIMS

6.1. When to make a claim

- 6.1.1. You must notify *us* in writing as soon as reasonably possible after you become aware of any claim or potential claim.

6.2. Claim requirements

- 6.2.1. You must provide *us* with any requirements we reasonably consider are necessary to properly assess the claim.

- 6.2.2. Payment of a benefit is conditional on the person or *insured member*:

- a) undergoing any medical or other examination by a *medical practitioner* of our choice to substantiate the commencement or continuation of any claim;
- b) where requested by *us*, attending a meeting with *us* or an agent of our choice for the purpose of obtaining the information we require to assess the claim;
- c) providing *us* with financial evidence necessary to support the claim;
- d) providing *us* with any information or authorities, that we reasonably require to assess the claim including; and
- e) complying with any medical treatment or *rehabilitation program* that is reasonable.

- 6.2.3. We will pay the costs of any medical or other examination we require under condition 6.2.2 other than:

- a) the initial medical examination and report that is required to be undertaken to make a claim;
- b) costs associated with providing financial evidence under condition 6.2.2; and
- c) all standard progress reports required by *us* to continue the benefit payments, which we may require to be completed by a *medical practitioner* or specialist.

However, unless we agree otherwise, we will not pay any other costs including fees incurred for travelling to an appointment or for non-attendance at an appointment arranged under condition 6.2.2.

- 6.2.4. If we have requested information to substantiate the continuation of benefit payments under condition 6.2 and we do not receive proof that is acceptable to *us* within 30 days of our request, any entitlement to receive benefits may end.

- 6.2.5. Where, while an *income benefit* is being paid, a *medical practitioner* has recommended that a person commence medical treatment, then this treatment must

have started within the later of 30 days of the recommendation being made or the recommended date for commencement of treatment.

- 6.2.6. If the treatment has not started within the period required by condition 6.2.5, we may stop paying benefits if we believe that not starting the treatment has prejudiced our assessment of the person's claim.
- 6.2.7. If a person or an *insured member* makes a claim while they are outside Australia we may require the person or *insured member* to return to Australia, at no expense to us, before we assess our liability for the claim.
- 6.2.8. We reserve the right to obtain proof of the *insured person's* recovery from *total disability* or resumption of employment.

6.3. Claims assessment information

- 6.3.1. We will provide you with a copy of any part of the claims assessment information that you ask us to provide, as soon as reasonably possible, unless we have a legal obligation to not disclose that information.
- 6.3.2. The claims assessment information we provide to you must at all times remain confidential to you and any representative or service provider you appoint to assist with the assessment of claims unless we agree with you in writing otherwise or you have a legal obligation including under legislation to disclose that information.
- 6.3.3. Once we have assessed a claim, if we admit it, we will pay to you the benefit. If we do so, we are not responsible for how the benefit is applied.

7. PROVISION OF INFORMATION

7.1. Initial information

7.1.1. You must also provide to us by 28 November 2014, the following membership data relating to each *insured member*:

- a) member name;
- b) member number;
- c) date of birth;
- d) gender;
- e) division to which the *member* belonged;
- f) *salary* or *final average salary*;
- g) date the *member* exited the *fund* if applicable; and
- h) reason for exit if applicable and available.

The above membership data must be provided as at each of the following dates:

- i) 30 June 2005;
- ii) 30 June 2006;
- iii) 30 June 2007;
- iv) 30 June 2008;
- v) 30 June 2009;
- vi) 30 June 2010;
- vii) 30 June 2011;

- viii) 30 June 2012;
- ix) 30 June 2013; and
- x) 30 June 2014.

7.1.2. You must provide to us by 28 November 2014 with the claims records for the period from 1 July 1999 to 31 October 2014 which will include the following information:

- a) member name;
- b) member number;
- c) date of birth;
- d) gender;
- e) the division to which the member belonged;
- f) the date the initial claim form is received by you;
- g) the type of claim;
- h) *incurred date*;
- i) cause of claim;
- j) the amount of benefit payment; and
- k) claim status (including for example, paid, pending, in payment, declined).

7.1.3. For claims provided under condition 7.1.2 with:

- a) a pending status, you must provide to us at least quarterly the updated status of those claims (including for example "paid" or "declined") and the amount paid if applicable; and
- b) an "in payment" status, you must provide to us the total amount of payments made and the date the claim is closed.

8. PREMIUMS

8.1. Deposit premium payable and time to pay deposit premium

8.1.1. You must pay a deposit premium of \$243,656 on or before the later of:

- a) *commencement date*; and
- b) the date this policy is executed by you and us.

Any adjustments to this deposit premium will be payable by you or us in accordance with condition 8.2.

8.2. Adjustments to premium due to stamp duty and actual membership data

8.2.1. You must provide to us information on the state of residence for each *insured member* as at 1 November 2014 by 28 November 2014 to allow us to calculate the stamp duty payable in relation to the premium payable under conditions 8.1.1 and 8.2.2. We will provide you with notice in writing of the stamp duty payable.

8.2.2. You must also provide to us by 28 November 2014, the following membership data relating to each *insured member* as at 1 October 2014 and 1 November 2014 to allow us to calculate the additional premium payable from 1 October 2014 to 31 October 2014:

- a) member name;
- b) member number;
- c) date of birth;
- d) gender;
- e) division to which the *member* belonged;
- f) *salary* or *final average salary*;
- g) date the *member* exited the *fund* if applicable; and
- h) reason for exit if applicable and available.

We will provide you with notice in writing of the additional premium payable.

8.2.3. You must pay the stamp duty calculated under condition 8.2.1 and the additional premium under condition 8.2.2 to us by the date specified in our notice to you but in any event will be no less than 30 days after the date of the notice.

8.2.4. You must provide to us confirmation of the actual retrenchment rate of *Division 2*, *Division 5* and *Division 8 (DB) members* for the calendar year 2014 by 28 February 2015. If the actual retrenchment rate exceeds 10% of the total number of *members* in *Division 2*, *Division 5* and *Division 8 (DB)* as at 1 January 2014, we will recalculate the amount of premium and stamp duty payable under conditions 8.1.1, 8.2.2 and 8.2.3 based on the actual retrenchment rate and provide you with notice in writing of the revised premium and stamp duty payable.

8.2.5. The difference between:

- a) the total premium and stamp duty that you have already paid to us under conditions 8.1.1, 8.2.2 and 8.2.3; and
- b) the recalculated premium and stamp duty under condition 8.2.4,

will be payable to us by the date specified in our notice to you but in any event will no less than 30 days after the date of the notice.

8.3. Overdue premiums

8.3.1. If the amount payable under condition 8.2.3 and 8.2.5 is not paid to us by the date specified in the notice in conditions 8.2.3 and 8.2.5, we may give you a further notice and if the premium due is not paid within the time period stipulated in the further notice (being at least 30 days after the notice is given), the policy may be terminated by us.

8.3.2. In addition to any legal rights we have, where the policy is terminated by us under condition 8.3.1, you must reimburse us for any benefit payments we have made under this policy and any reasonable expenses we have incurred in making those payments.

8.4. Data Errors

8.4.1. If there is an error in any data provided to us under this Policy, we will adjust the *insured cover*, any benefit payable and premium, in respect of the *insured member* based on the correct data. We will recoup from you (or pay to you) the difference between such amounts which would have applied had we been provided the correct and complete data and/or information. This adjustment will be made under the policy GR926-SC.

9. VARIATION OF POLICY

9.1. Variation by agreement

9.1.1. This policy may be varied by written agreement between *you* and *us* at any time.

10. ADMINISTRATION & INTERPRETATION

10.1. This policy

10.1.1. This policy:

- a) is issued from *our* No.1 Statutory Fund;
- b) does not participate in *our* profits; and
- c) does not acquire a surrender value.

10.2. Termination of this policy

10.2.1. This policy will terminate when:

- a) the *fund* terminates;
- b) to the extent permitted by law, we become satisfied that you have purposefully withheld information directly relevant or made fraudulently untrue statements to *us* in relation to this policy and we provide you with one month's written notice of *our* intention to terminate the policy in these circumstances;
- c) cover under the *trust deed* has ended for all *insured members*;
- d) when it becomes illegal to carry out our obligations under the policy, or
- e) we terminate it for non-payment of premiums according to condition 8.3.

10.3. Notices

10.3.1. Notices, medical evidence or other communications must be in writing and in English or in otherwise agreed formats as approved by *us* and *you*.

10.3.2. We will send notices to *you* at the address *you* last gave to *us*.

10.3.3. You will send notices to *us* at the address we last gave to *you*.

10.4. Payments

10.4.1. All payments made in connection with this policy, whether to *us* or by *us*, must be made in Australia and in Australian currency.

10.5. Records

10.5.1. You must keep accurate records necessary for the effective operation of this policy and make these records available to *us*. These records must be maintained in a format that is capable of being audited in a reasonably efficient manner and is approved by *us*.

10.6. Audit

10.6.1. We may conduct an audit from time to time of any records *you* (or any person *you* authorise to hold such records on *your* behalf) have which are connected with this policy. We will give *you* reasonable notice in writing if we propose to conduct an audit. We will only conduct an audit during normal office hours. We may make copies of any relevant records and retain them. We may exercise this right regardless of the

termination of the Policy for a period of two (2) years after termination or until final settlement of all claims made under these Policies, whichever is the later.

- 10.6.2. If we discover that as a result of *our* audit or otherwise that the data that was previously provided to *us* prior to the *commencement date* is inaccurate and/or incomplete and where we would have charged a different premium had we been given the accurate and/or complete data, we have the right to recoup from *you* (or will pay to *you*) the difference between the premium we have received and the premium we would have charged based on correct and complete data and/or information. This payment will be made under the policy GR926-SC.

10.7. Waiver

- 10.7.1. *Your* or *our* failure or delay to exercise a power or right *you* or *we* have under or in connection with this policy does not operate as a waiver of that power or right.
- 10.7.2. A waiver of *your* or *our* power or right is not effective unless *you* or *we* waive that power or right in writing.
- 10.7.3. Waiver of a power or right by *you* or *us* is limited to the specific matter in respect of which *you* or *we* grant it and applies only to the extent and for the period notified in writing by *you* or *us*. It does not preclude either the exercise of that power or right in the future or the exercise of any other power or right.

10.8. Non assignment of policy

- 10.8.1. *You* may not assign this policy without *our* written agreement except in the event of a merger or successor fund transfer within the meaning of the applicable law, in which case *you* may assign this policy to the entity with which *you* merge or to which *members'* benefits are transferred pursuant to the successor fund transfer.
- 10.8.2. *We* may not assign this policy without *your* written agreement.

10.9. Privacy statement

- 10.9.1. Both *we* and *you* agree to comply with the *privacy laws* in respect of any personal information collected in relation to this policy about *us*, *you*, an *insured member*, a *member*, a person, the *fund*, an *employer* or any potential beneficiaries.

10.10. Interpretation

- 10.10.1. The headings in this policy are a guide only. They are not intended to be used to interpret the policy conditions.
- 10.10.2. If the context allows, plurals can be read as the singular and the singular read as plurals.
- 10.10.3. This policy is subject to and governed by the laws of the Commonwealth of Australia.
- 10.10.4. In this policy, a month refers to a calendar month unless otherwise agreed by *you* and *us*.

PART IV. CONDITIONS RELATING TO COVER FOR DIVISION 5 MEMBERS

This Part IV sets out additional conditions relating to *Division 5 members*.

11. Amount of benefit

11.1. Total disability benefit

- 11.1.1. Subject to the terms and conditions of this policy, an *income benefit* is payable from the end of the *waiting period* for a *contributory member* of *Division 5* who is an *insured member* if the *member* is *totally disabled*, and they were contributing to the *fund* immediately prior to the *date of disablement*.
- 11.1.2. Unless a later cessation date is agreed between *you* and *us*, the *income benefit* ceases to be payable on the date (the “cessation date”) which is the earliest to occur of the following:
- a) the date as at which the *member* ceased to satisfy the definition of *total disability*;
 - b) the date as at which the *member* is determined to have become totally and permanently disabled under policy GR926-GL or GR927-GL;
 - c) the date of the *member’s* death;
 - d) the person reached the *cover cessation age*; or
 - e) the maximum time we will pay according to condition 4.2 is reached.
- 11.1.3. The *income benefit* is payable by monthly installments with the first instalment falling due on the first day of the month coincident with or next following the expiration of the *waiting period*. The last instalment is due on the first day of the month coincident with or next following the cessation date. The first and last instalments shall each be a proportionate amount having regard to the number of days for which the *income benefit* was payable in the previous month.

PART V. CONDITIONS RELATING TO COVER FOR DIVISION 8 (DB) MEMBERS

This Part V sets out additional conditions relating to *Division 8 (DB) members*.

12. Amount of benefit

12.1. Total disability benefit

- 12.1.1. Subject to the terms and conditions of this policy, an *income benefit* is payable from the end of the *waiting period* for a *defined benefit member* or a *former Telstra DB member*, who is an insured member, if the person is *totally disabled*, provided they are not a *casual employee* or a *permanent part-time employee (<15 hours)*.
- 12.1.2. The *income benefit* is reduced by the amount of any other payments received by the *member* from the *employer* in respect of the illness or injury, as determined by the *employer* and advised by *you* to *us*.
- 12.1.3. Unless a later cessation date is agreed between *you* and *us*, the *income benefit* ceases to be payable on the date (the "cessation date") which is the earliest to occur of the following:
- a) the date as at which the *member* ceased to satisfy the definition of *total disability*;
 - b) the date as at which the *member* is determined to have become totally and permanently invalid under the policy GR926-GL or GR927-GL;
 - c) the date of the *member's* death;
 - d) the person reached the *cover cessation age*; or
 - e) the maximum time we will pay according to condition 4.2 is reached.
- 12.1.4. The *income benefit* is payable by monthly installments with the first installment falling due on the first day of the month coincident with or next following the expiration of the *waiting period*. The last instalment is due on the first day of the month coincident with or next following the cessation date. The first and last instalments shall each be a proportionate amount having regard to the number of days for which the *income benefit* was payable in the previous month.

PART VI. Annexure A – Trust Deed

**Working copy of the Telstra
Superannuation Scheme (Telstra
Super) Trust Deed reflecting
amendments up to and including
16 July 2013**

**Telstra Corporation Limited
(ABN 86 051 775 556)**

and

**Telstra Super Pty Ltd
(ABN 86 007 422 522)**

Melbourne

Level 12, Bourke Place
600 Bourke Street
Melbourne VIC 3000
Australia

GPO Box 1842
Melbourne VIC 3001
Australia

DX 370
Melbourne VIC

T +61 3 **9672 9111**
F +61 3 9670 2723

Sydney

Level 5, Angel Place
123 Pitt Street
Sydney NSW 2000
Australia

DX 10212
Sydney Stock Exchange NSW

T +61 2 **9233 5092**
F +61 2 9233 5091

www.landerson.com.au

Member of Mackrell International
ABN 58 207 240 529

THIS AMENDING DEED is made on

2013 by:

1. **TELSTRA CORPORATION LIMITED**, ABN 86 051 775 556, of 242 Exhibition Street, Melbourne, Victoria (**Principal Employer**); and
2. **TELSTRA SUPER PTY LTD**, ABN 86 007 422 522, of Level 8, 215 Spring Street, Melbourne, Victoria (**Trustee**).

RECITALS

- A.** The indefinitely continuing superannuation fund known as the **TELSTRA SUPERANNUATION SCHEME (Fund)** was established by the Australian Telecommunications Corporation by a trust deed dated 13 June 1990. That trust deed, as subsequently amended by amending deeds dated 21 July 1994, 25 May 1995, 1 March 1996, 1 July 1996, 1 July 1997, 15 April 1999, 1 May 2001, 5 June 2001, 29 April 2002, 30 January 2003, 21 April 2004, 1 February 2005, 2 September 2005, 18 December 2006, 29 June 2007, 29 August 2007, 24 June 2008 and 13 March 2009 is referred to in this deed as the "**Trust Deed**".
- B.** The 1 March 1996 amending deed changed the name of the Fund from the Telecom Superannuation Scheme to the Telstra Superannuation Scheme.
- C.** The Principal Employer (formerly known as Australian and Overseas Telecommunications Corporation Limited) succeeded the Australian Telecommunications Corporation for all purposes in law with effect on 1 February 1992 by reason of the *Australian and Overseas Telecommunications Corporation Act 1991* and, as such, is presently the "Principal Employer" under the Trust Deed.
- D.** Part 1.28 of the Trust Deed presently reads as follows:

"1.28.1 Amendments to comply with Relevant Law.

Subject to clause 1.28.3, the Principal Employer and the Trustee may by deed or by oral or written resolution (including in either case a resolution of its Board) amend, add to, revoke or replace all or any of the trusts and provisions of this Deed (including without limitation this part 1.28) in order to comply with any applicable requirement of a Relevant Law.

1.28.2 Other amendments.

Subject to clause 1.28.3, the Principal Employer by deed or by oral or written resolution (including without limitation a resolution of the Board) may amend, add to, revoke or replace all or any of the trusts and provisions of this Deed (including without limitation this part 1.28) as the Principal Employer sees fit but no such amendment, addition, revocation or replacement (collectively called an "amendment") shall -

- (a) in the case of an amendment to which the consent of the Trustee is required under a Relevant Law, be made without the consent of the Trustee; and
- (b) in any case, take effect in respect of a Member or Beneficiary unless -

- (1) the Actuary certifies that that amendment will not reduce the amount of any benefit presently or prospectively payable in respect of the Member or Beneficiary to the extent that that benefit has accrued in respect of the period up to the date the relevant deed is executed or the relevant resolution is made;
- (2) that amendment is approved in writing by the Regulator; or
- (3) that amendment is approved in writing by that Member or Beneficiary,

and, for the avoidance of doubt, it is expressly provided that the trusts and provisions of this Deed may be entirely replaced by amendments made in accordance with this clause 1.28.2.

1.28.3 Restrictions on amendments.

- (a) **Requirements of Supervision Act.** The Supervision Act contains conditions concerning the amendment of the governing rules of superannuation schemes, which must be complied with when making amendments under this part 1.28. In particular, no amendment may be made under this part 1.28 which is prohibited under the Supervision Act.
- (b) **Requirement to consult with Union Council.** Before exercising any Power exercisable by the Principal Employer under clause 1.28.2, the Principal Employer will consult with the Union Council with a view to reaching agreement.
- (c) **Division 5.** In the case of:
 - (1) a Member who is for the time being categorised as a member of division 5 of this Deed; and
 - (2) any other person entitled to claim in respect of that Member,
 (each called a "Protected Person"), no amendment, addition, revocation or replacement may be made under clause 1.28.2 which would:
 - (3) alter adversely a Protected Person's right to claim or receive a benefit, or the manner of calculation of a benefit, under the provisions of division 5 of this Deed in force on the date the member of division 5 was last categorised as a member of division 5;
 - (4) alter clause 5.1.1(c); or
 - (5) increase the obligation of the member of division 5 to contribute to the Fund,
 unless the Trustee consents to that amendment, addition, revocation or replacement.
- (d) **Division 8.** In the case of:
 - (1) a Member who is categorised as a "Former Fund Member" under clause 8.1.2; and
 - (2) any other person entitled to claim in respect of that Member,

(each called a "Protected Person"), no amendment, addition, revocation or replacement may be made under clause 1.28.2 which would:

- (3) increase the obligation of that Member to contribute to the Fund;
or
- (4) be, in the opinion of the Trustee, to the detriment of the Protected Person.

1.28.4 Effective date of amendments.

Any amendment, addition, revocation or replacement made in accordance with this part 1.28 takes effect on the effective date specified in the relevant deed or resolution or, if no date is so specified, the date of that deed or resolution."

- E.** The Principal Employer and the Trustee wish to amend the Trust Deed as a result of the "MySuper" amendments to the Supervision Act, including consolidating division 3 and division 8 (accumulation) into division 6, deleting division 3 and removing redundant provisions within division 8.
- F.** The Principal Employer desires to amend the Trust Deed in the manner provided in this deed and the Actuary appointed for the purpose in accordance with the Trust Deed has certified in respect of the amendments in accordance with clause 1.28.2(b)(1) of the Trust Deed (as evidenced by the certificate annexed to this deed). The Trustee joins in the deed to evidence its consent to any amendment where its consent might be necessary. The Principal Employer is satisfied that the amendments made by this deed are permitted under the Supervision Act and that the requirement concerning consultation with the Union Council has been met.

THIS DEED WITNESSES that -

1. Interpretation

Except to the extent it is given a special meaning in this amending deed, any word or expression which has a particular meaning in the Trust Deed must, when used in this amending deed, be given the same meaning as it has in the Trust Deed.

2. Amendment of Trust Deed

With effect on and from a date or dates to be determined by the Trustee (with the Principal Employer's agreement if the date is other than 1 July 2013), being a date on or after 1 July 2013 (which is referred to as the MySuper Commencement Date in the new provisions of the Trust Deed), the Principal Employer and the Trustee amend the Trust Deed by adding to, revoking and replacing the existing provisions of the Trust Deed to the extent necessary for those provisions to correspond with the new provisions contained in the Appendix to this amending deed.

APPENDIX

This is the Appendix referred to in the amending deed to which this Appendix is annexed and contains the amended Trust Deed governing the Fund. The table of contents contained in this Appendix is for information purposes only and does not comprise part of the Trust Deed.

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**DIVISION 1
GENERAL PROVISIONS**

**Part 1.1
Definitions and Interpretation**

1.1.1 Definitions.

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

“Account Based Pensioner” means a Member who is receiving an Account Based Pension under part 4.4.

“Accrued Retirement Benefit” means for purposes of part 1.11 and part 1.15 -

- (a) with respect to a division 2 member, has the meaning given to it in clause 2.1.2;
- (b) with respect to a division 5 member, the sum of the benefits under clauses 5.6.1(a), (b), (c), (f) and (g); and
- (c) with respect to a division 8 member, has the meaning given to it in clause 8.1.2.

“Accumulation Member” means a Member who does not have a defined benefit interest in the Fund (where “defined benefit interest” has the same meaning as in the *Superannuation Industry (Supervision) Regulations 1994*).

“Actuary” means for any particular purpose under this Deed the person appointed by the Trustee from time to time, either generally or for that particular purpose, being -

- (a) a Fellow or Accredited Member of the Institute of Actuaries of Australia (or of any body which succeeds that Institute) or any other person recognised by that body or its successor as being qualified to provide actuarial advice and reports in relation to a superannuation fund (a “qualified actuary”);
- (b) a partnership, one of the members of which is a qualified actuary; or
- (c) a body corporate which employs or engages a qualified actuary for the purpose of providing actuarial advice.

“Additional Insurance Benefit” in respect of a Member means an amount payable under a policy of Group Life Insurance upon the Member's death or disability (as applicable), in circumstances where the Trustee had made insurance cover for the benefit available and the Member had elected to be covered (or was otherwise automatically covered) for the benefit, subject to clause 1.11.2.

“Aggregate Account Balance” in respect of a particular Member or Beneficiary of the Fund at any particular time means the sum of the credit balances (if any) of all accumulation accounts held by the Trustee in respect of that Member, after all relevant credits and debits have been made to those accounts.

“Allocated Pensioner” means a Member who is receiving an Allocated Pension under part 4.5 (and who commenced receiving that pension before 1 July 2007).

“Approved Benefit Arrangement” means a fund or benefit arrangement other than the Fund (including without limitation a superannuation fund, an approved deposit fund, a deferred annuity and an eligible rollover fund), being a fund or benefit arrangement to which money or

property may be paid or transferred from the Fund, or from which money or property may be received into the Fund, without causing the Fund to cease to be a complying superannuation fund in terms of Part IX of the Tax Act.

"Associated Employer" means a person admitted to participation in the Fund as an Associated Employer in accordance with part 1.12, including without limitation a person who replaces or succeeds an Associated Employer as provided in part 1.13 but not including a person who has ceased to participate in the Fund as an Associated Employer as provided in part 1.13.

"Auditor" means the person appointed for the time being as Auditor of the Fund pursuant to clause 1.6.1.

"Beneficiary" means a Member or other person who is for the time being beneficially entitled to receive, or is receiving, a benefit from the Fund in accordance with this Deed.

"Board" means in relation to the Principal Employer or the Trustee, as the case may be, a quorum of its directors acting in accordance with its articles of association.

"Casual Employee" means an Employee who is for the time being classified by the Employer as a casual employee in accordance with the Employer's normal workforce classification rules and procedures and who the Employer notifies to the Trustee.

"Commonwealth Superannuation Scheme" means the benefit scheme maintained under the *Superannuation Act 1976* for (but not limited to) employees of the Commonwealth of Australia.

"Complying Pensioner" means a Member who is receiving a Complying Pension under part 4.6.

"Credited CSS Service" means in relation to a Former CSS Member the sum of -

- (a) the period which, immediately prior to the date the Member became a Member of the Fund, counted for the purpose of determining benefits to be provided in respect of the Member under the Commonwealth Superannuation Scheme, as notified to the Trustee by the Principal Employer; and
- (b) subject to part 1.2 and clause 1.18.5, any additional period which the Principal Employer deems to be Credited CSS Service either generally or in any particular case for the purposes of the whole or any particular provision of this Deed.

"Declared Rate" means the rate of investment earnings (which may be positive or negative and may be reflected as a variation in Unit Price) determined by the Trustee after having regard to the income of the Fund or of any particular investment portfolio within the Fund, in respect of any period for the purposes of the whole or any particular provision of this Deed and without limiting the preceding words but subject to any conditions determined by the Trustee, for the purposes of the whole or any particular provision of this Deed -

- (a) a Declared Rate may be prospectively determined on an interim basis in respect of a particular period; and
- (b) a Declared Rate may be subsequently determined on a final or declared basis in respect of that period.

"Deed" means this Trust Deed, including the recitals, the divisions and anything deemed to be included for the time being under clause 1.2.3, as amended, added to, revoked or replaced from time to time in accordance with this Deed.

“Dependant” means in relation to a person any other person who, in the opinion of the Trustee, satisfies the definition of “dependant” under the Supervision Act.

“Division 4 Employer” means an employer who is not an Associated Employer but is approved by the Trustee and the Principal Employer upon such terms and conditions as they shall determine for the purpose of making contributions in respect of a Member of division 4.

“Division 8 Employer” means Sensis Pty Ltd or any other Associated Employer determined by the Principal Employer either generally or in any particular case.

“Division 2 Membership” means, subject to clause 2.1.3, in relation to a Member the sum of -

- (a) the most recent uninterrupted period prior to 1 July 1996 during which the Member was an Employed Member and a Member of the Fund; and
- (b) the most recent uninterrupted period after 30 June 1996 during which the Member has been an Employed Member and a member of division 2; and
- (c) subject to clause 1.18.5, any additional period which the Principal Employer may deem to be Division 2 Membership either generally or in any particular case for the purposes of the whole or any particular provision of this Deed.

“Division 5 Membership” means, subject to clause 5.1.3, in relation to a Member the sum of -

- (a) the most recent uninterrupted period during which the Member has been an Employed Member and a member of division 5; and
- (b) subject to clause 1.18.5, any additional period which the Principal Employer may deem to be Division 5 Membership either generally or in any particular case for the purposes of the whole or any particular provision of this Deed.

“Division 8 Membership” means in relation to a Member the sum of –

- (a) the most recent uninterrupted period during which the Member has been an Employed Member and a member of division 8;
- (b) the period of the Member’s “Fund Membership” under the governing rules of the Pacific Access Superannuation Fund as at 30 June 2001; and
- (c) subject to clause 1.18.5, any additional period which the Principal Employer may deem to be Division 8 Membership either generally or in any particular case for the purposes of the whole or any particular provision of this Deed.

“Eligible Employee” means -

- (a) an Employee who the Principal Employer, after consulting the Union Council, notifies the Trustee is for the time being eligible for membership of the Fund; and
- (b) an Employee who falls within a class of Employees who the Principal Employer, after consulting the Union Council, notifies the Trustee is for the time being eligible for membership of the Fund.

“Eligible Person” means a person who is eligible to become a Member of the Fund in accordance with the Relevant Law and the Trustee’s policies as determined from time to time, but does not include an Eligible Employee.

“Eligible Spouse” means a person who is, at the time contributions in respect of the person are made by another person, the Spouse of the other person.

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

“Employed Pay Period” means in relation to a Member a Pay Period which includes Employment.

“Employee” has, in relation to an Employer or a Division 4 Employer, the same meaning as in the Supervision Act.

“Employer” means the Principal Employer and an Associated Employer and, in relation to an Employee, means the Employer or Employers by which the Employee is for the time being an Employee, or, in relation to a former Employee, means the Employer or Employers by which the former Employee was last an Employee.

“Employment” means in relation to a Member -

- (a) a period when the Member is actively at work with the Employer;
- (b) a period of temporary absence from active work with the approval of the Employer; and
- (c) any additional period which the Principal Employer may deem to be Employment either generally or in any particular case for the purposes of the whole or any particular provision of this Deed.

“Entitled Person” means a living natural person other than -

- (a) subject to section 302A of the Bankruptcy Act -
 - (1) a person who is bankrupt or insolvent or whose affairs are subject to official management; or
 - (2) a person in respect of whom (other than with the approval of the Trustee or as otherwise provided for under this Deed) anything has occurred or any circumstance exists which would deprive the person of absolute legal and beneficial ownership of the whole or any part of a benefit under this Deed;
- or
- (b) a person who has failed to comply with clause 1.22.5(a) to the satisfaction of the Trustee.

“Equitable Share” means in relation to a Member or a Beneficiary as at any particular date the amount determined by the Trustee, after obtaining the advice of the Actuary, to be that person’s equitable share of the Fund, as if the Fund was terminated and entirely apportioned between the Members and Beneficiaries as at that date.

“Former CSS Member” means a Member who -

- (a) participated in the Commonwealth Superannuation Scheme immediately before last becoming a Member of the Fund;
- (b) applies to become a Member of the Fund by written notice received by the Employer in a form agreed between the Principal Employer and the Trustee not later than 1 October

1990 or any later date agreed between the Principal Employer and the Trustee from time to time either generally or in any particular case; and

(c) is not entitled to a benefit under the Commonwealth Superannuation Scheme.

“Fund” means the **Telstra Superannuation Scheme**, previously known as the Telecom Superannuation Scheme, established and maintained under this Deed and comprising the moneys and property held by and for the Trustee upon the trusts of this Deed.

“Fund Expenses” means the costs and expenses of and incidental to the establishment, operation, management, administration and investment of the Fund.

“Fund Interest” means in relation to a Member or Beneficiary as at any particular date the lesser of -

(a) the value, as determined by the Actuary, of the benefits presently and prospectively payable from the Fund to and in respect of that person to the extent that those benefits have accrued under this Deed in respect of the period up to that date; and

(b) that person’s Equitable Share.

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

“Group Life Insurance” means term or temporary insurance, whether on a group or individual basis.

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

“Investment Manager” means a body corporate appointed for the time being as an Investment Manager in accordance with clause 1.10.3.

“Member” means a person admitted to membership of the Fund in accordance with this Deed and a person ceases to be a Member in the event of that person’s death or when all benefits to which that person could become entitled under this Deed have been paid from the Fund or have otherwise ceased or been terminated in accordance with this Deed, whichever first occurs.

“MySuper Commencement Date” means the date on or after 1 July 2013 from which the Fund’s MySuper Product will be available to Members.

“MySuper Member” means a Member of a MySuper Product.

“MySuper Product” means has the same meaning as “MySuper product” under the Supervision Act.

“Nominated Beneficiary” means with respect to a Member, one or more Dependants or the legal personal representative nominated on the Member’s last effective Valid Nomination Form to receive any death benefit that becomes payable from the Fund.

“Pay Period” means a period in respect of which Employees’ periodic salaries or wages are normally determined in accordance with the Employer’s normal payroll system.

“Pension Dependant” means in relation to a Member who dies on or after 1 July 2007, any person who, in the opinion of the Trustee, is a Dependant, and is permitted to receive a pension under the Relevant Law.

“Pensioner” means, as applicable, an Account Based Pensioner, Allocated Pensioner, Term Allocated Pensioner or a Complying Pensioner.

“Power” means a power, right, discretion or authority of any nature and howsoever arising (including without limitation a power which a person has a duty to exercise and a power of approval) and, wherever a Power is exercisable by a person, the relevant provision of this Deed must be read as if the words “at any time and from time to time” were added to that provision.

“Principal Employer” means -

- (a) the body corporate which succeeded the Australian Telecommunications Corporation with effect on 1 February 1992 for all purposes in law by reason of the *Australian and Overseas Telecommunications Corporation Act 1991*, being known as Australian and Overseas Telecommunications Corporation Limited up to 13 April 1993 and thereafter as Telstra Corporation Limited; or
- (b) any other person which has become the Principal Employer in accordance with part 1.13 or part 1.14.

“Qualified Adviser” means -

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

“Regulator” means, as the context requires, the Australian Prudential Regulation Authority or the Australian Securities and Investments Commission or any other like body.

“Rehabilitation Programme” means a rehabilitation or retraining programme which an Employer maintains or in which an Employer participates for or in respect of (but not limited to) sick, injured or infirm Employees of the Employer as part of or in connection with its human resources policies or practices.

“Relevant Law” means -

- (a) the Supervision Act;
- (b) the Superannuation Guidelines;
- (c) the Tax Act;
- (d) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which applies to the Fund, this Deed, the Trustee or an Employer with the force of law; and
- (e) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which does not fall within paragraph (a), (b) or (c) of this definition

but which the Trustee and the Principal Employer may agree from time to time to be a Relevant Law for the purposes of the whole or any particular provisions of this Deed,

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

“**Retail Member**” means a Member who is categorised by the Trustee as a Retail Member under clause 4.1.6.

“**Secretary**” means the person appointed from time to time by the Trustee as Secretary to the Fund under part 1.7 and includes any deputy or acting Secretary appointed under that clause.

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

“**SG Benefit**” means in relation to a Member -

- (a) the minimum amount which must be provided in respect of a Member in order to ensure that there is not an individual superannuation guarantee shortfall in respect of the Member in terms of the SG Act, having regard to such matters as may be taken into account for this purpose under that Act; or
- (b) subject to part 1.2, such greater amount as may be determined or approved (or calculated in a manner determined or approved) by the Principal Employer and notified to the Trustee from time to time either generally or in any particular case.

“**Spouse**” has the same meaning as in the Supervision Act.

“**Superannuation Guidelines**” means the guidelines or requirements determined by the Commonwealth Minister for Finance from time to time under the *Superannuation Benefits (Supervisory Mechanisms) Act 1990* and enforceable for the time being in respect of an Employer, the Trustee or the Fund.

“**Superannuation Membership**” means in relation to a Member:

- (a) subject to paragraph (c), who was a Member immediately before 1 July 1996, the sum of -
 - (1) the most recent uninterrupted period during which the Member has been an Employed Member and a Member of the Fund; and
 - (2) for a Member who was also a member of the Telstra Productivity Superannuation Scheme immediately before 1 July 1996, the period of that Member’s “Employed Membership” under the governing rules of that Scheme at 30 June 1996, except any period of concurrent membership of the Fund and the Scheme will count only under paragraph (1) above; and
 - (3) in the case of a Former CSS Member, the Member’s Credited CSS Service; and
 - (4) subject to part 1.2 and clause 1.18.5, any further period which the Principal Employer may deem to be Superannuation Membership either generally or in any particular case for the purposes of the whole or any particular provision of this Deed,

or

- (b) subject to paragraph (c), who first becomes a Member on or after 1 July 1996 the sum of -
- (1) the most recent uninterrupted period during which the Member has been an Employed Member and a Member of the Fund; and
 - (2) for a Member who was a member of the Telstra Productivity Superannuation Scheme immediately before 1 July 1996, the period of the Member's "Employed Membership" under the governing rules of that Scheme at 30 June 1996; and
 - (3) for a Member who was a member of the Telstra Superannuation Scheme No. 1 immediately before 1 July 1997, the period of the Member's "Fund Membership" including any applicable "Previous Fund Membership" under the governing rules of that Scheme at 30 June 1997; and
- (c) who is a "Former Fund Member" under clause 8.1.2, the sum of –
- (1) the most recent uninterrupted period after 30 June 2001 during which the Member has been an Employed Member and a Member of the Fund; and
 - (2) the period of the Member's "Fund Membership" under the governing rules of the Pacific Access Superannuation Fund as at 30 June 2001,
- (d) subject to part 1.2 and clause 1.18.5, any additional period which the Principal Employer may deem to be Superannuation Membership either generally or in any particular case for the purposes of the whole or any particular provision of this Deed,

where the period will be expressed in years (and any fraction of a year not forming part of a complete year).

"Supervision Act" means the *Superannuation Industry (Supervision) Act 1993*.

"Tax" means a governmental impost (including without limitation a tax, duty or levy) which is or might become payable in connection with the Fund, income of the Fund, payment or transfer of money or property to or from the Fund, this Deed or anything done or which may be done under this Deed, including any surcharge, duty or levy payable in respect of a Member that must be paid or collected by the Trustee or the Fund.

"Tax Act" means the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*, as the context requires (as amended or replaced from time to time).

"Term Allocated Pensioner" means a Member who is receiving a Term Allocated Pension under part 4.5 (and who commenced receiving that pension before 20 September 2007).

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

"Union Council" means the body presently known as the Australian Council of Trade Unions and includes any body formed as a result of a reorganisation or amalgamation of that Council.

"Unit" means a part or share of an investment portfolio created by the Trustee under clause 1.10.7.

"Unit Class" means a class of Units referable to a particular investment portfolio.

"Unit Price" means the applicable price of a Unit as determined by the Trustee under clause 1.10.7.

“**Unitisation Date**” means 1 June 2003 with respect to the Fund and 12 June 2003 with respect to Members’ accounts.

“**Valid Nomination Form**” means a nomination form which has been signed by the Member in accordance with such terms and conditions determined by the Trustee (which, without limitation, may include terms and conditions about the circumstances in which the notice will cease to have effect, whether the nomination will relate to all or part of the Member’s interest and the number of persons who may be nominated) and which is valid under the Relevant Law.

“**Work**” means engagement in any business, trade, profession, vocation, calling, occupation or employment.

1.1.2 Interpretation.

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

- (a) **conflicts within Deed:** if there is a conflict between this division 1 and any provision of this Deed not within this division 1, this division 1 prevails;
- (b) **headings, underlinings and indexes:** headings, underlinings and indexes are for convenience only and do not affect the interpretation of this Deed;
- (c) **singular, plural and genders:** words importing the singular include the plural and vice versa and words importing a gender include any gender;
- (d) **statutory enactments:** a reference to a law or a provision of a law (a “specified law”) includes -
 - (1) the specified law as amended or re-enacted;
 - (2) any other law to the extent it replaces the specified law, whether or not passed or approved by the same legislative body or other authority and whether or not incorporating or adopting a law previously in force; and
 - (3) any other law (and any enforceable determination or ruling) made or laid down in accordance with the specified law,

where “law” means a statute, regulation, proclamation, ordinance, statutory rule or by-law;

- (e) **amended provisions:** a reference to a division, part, clause or other provision of this Deed is a reference to that division, part, clause or provision as amended, added to, revoked or replaced from time to time;
- (f) **insurance:** a reference to insurance includes assurance and vice versa and any type of annuity;
- (g) **person:** a word or an expression importing a natural person includes a body corporate and any other person recognised at law, a partnership and any other group or association of persons but the words “natural person” have their normal meaning;
- (h) **disputes:** without affecting the jurisdiction of any competent court or tribunal, if a dispute or doubt arises as to the interpretation of this Deed or the rights or obligations of a person under this Deed, the decision of the Trustee is binding on all interested persons;

- (i) **defined terms:** while for convenience a particular word or group of words defined in this Deed may commence with capital or lower case letters, failure to use capital or lower case letters in that word or group of words elsewhere in this Deed does not of itself mean that that word or group of words has a meaning different from the meaning given in the relevant definition;
- (j) **form of resolutions:** a written resolution made for the purposes of any provision of this Deed may take the form of one or more documents in like form or to like effect, each signed by one or more persons and, in the case of an oral resolution, a statutory declaration by a person (not necessarily being a party to that resolution) as to that person's presence at the time of the passage of that resolution and the contents of that resolution is acceptable as proof of the passage and contents of that resolution;
- (k) **approvals:** a reference to a power of approval includes a power to withhold or revoke approval and any appointment to an office or position under this Deed, and any conduct under this Deed, which requires the continued approval of the Trustee or (subject to part 1.2) the Principal Employer or an Associated Employer must cease on revocation of that approval;
- (l) **agreements:** where this Deed provides that the Trustee and the Principal Employer may agree to the Trustee taking a particular action, then (subject to part 1.2) the Trustee only has Power to take that action after such an agreement is reached and while it remains in force; and
- (m) **Trustee Acts:** to the extent legally possible and unless the Trustee otherwise determines, this Deed is not subject to the *Trustee Act 1958* (Vic) or any of its equivalents in any of the States or Territories of Australia.

Part 1.2 Compliance with Relevant Law

1.2.1 Overriding effect of this part.

Notwithstanding anything expressed or implied to the contrary in this Deed (including any other provision of this Deed which purports to prevail over this part 1.2) -

- (a) if there is a conflict between this part 1.2 and any other provision of this Deed, this part 1.2 prevails to the extent of the conflict; and
- (b) all other provisions of this Deed are equally subject to this part 1.2, notwithstanding that some provisions may expressly refer to this part (or any clause in this part) while others do not.

1.2.2 Mandatory compliance with Relevant Law.

The Trustee has all of the Powers necessary to comply with a Relevant Law and the Trustee must -

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

- (c) take all actions necessary to ensure that any MySuper Product complies with the Relevant Law which as at the date of this Deed include or are proposed to include the following characteristics for a MySuper Product:
- (1) a single diversified investment strategy to be adopted from time to time in relation to assets attributable to the beneficial interests of Members in a MySuper Product, except if a different characteristic or arrangement is permitted by the Relevant Law;
 - (2) all Members who hold a beneficial interest in a MySuper Product to be entitled to access the same options, benefits and facilities in respect of that beneficial interest in the MySuper Product, except if a different characteristic or arrangement is permitted by the Relevant Law;
 - (3) amounts to be attributed to a MySuper Member in a way that does not stream gains or losses that relate to any assets applicable to the beneficial interests of Members in a MySuper Product to only some of the MySuper Members, except if a different characteristic or arrangement is permitted by the Relevant Law;
 - (4) the same process to be adopted in attributing amounts to each beneficial interest of a Member in a MySuper Product, except if a different characteristic or arrangement is permitted by the Relevant Law;
 - (5) if fee subsidisation by Employers is permitted, that subsidisation not favour one MySuper Member who is an Employee of a subsidising Employer over another MySuper Member who is an Employee of that Employer, except if a different characteristic or arrangement is permitted by the Relevant Law;
 - (6) the only limitations imposed on the source or kind of contributions made by or on behalf of Members who hold a beneficial interest in a MySuper Product be those permitted by the Relevant Law;
 - (7) a beneficial interest of a Member in a MySuper Product not be replaced with a beneficial interest of another class in the Fund, except if the replacement occurs in a manner which is permitted by the Relevant Law;
 - (8) a beneficial interest of a Member in a MySuper Product not be replaced with a beneficial interest in another superannuation entity unless:
 - (A) the replacement is permitted, or is required, under a Relevant Law; or
 - (B) the replacement occurs in a manner which is permitted by the Relevant Law;
 - (9) to the extent that assets of the Fund are attributable to the beneficial interests of Members in a MySuper Product, a pension is not payable out of those assets by the Trustee except if the payment is permitted by the Relevant Law;
 - (10) no MySuper Member is precluded from holding a beneficial interest in another class of membership in the Fund, except to the extent that that preclusion is permitted by the Relevant Law; and
 - (11) no Member is precluded from holding a beneficial interest in a MySuper Product because the Member holds a beneficial interest in another class of membership in the Fund, except to the extent that that preclusion is permitted by the Relevant Law,

but in taking any such actions the Trustee must consult with the Principal Employer and have regard to its views including when:

- (12) launching or changing a MySuper Product; or
- (13) developing or amending business rules or administrative rules relating to a MySuper Product,

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

1.2.3 Deemed inclusion of certain Relevant Laws.

Any provision or requirement of a Relevant Law that is expressly required by a Relevant Law to be included in this Deed in order to comply with or satisfy a Relevant Law is deemed to be included as from the date when it must be included for that purpose (or any earlier date agreed between the Trustee and the Principal Employer) but such a provision ceases to be so included when that express requirement ceases to apply.

1.2.4 Reading down and severance.

- (a) **Read down to avoid invalidity.** If a provision of this Deed is void or voidable or unenforceable or illegal, but would not be void or voidable or unenforceable or illegal if it were read down and it is capable of being read down, it shall be read down accordingly.
- (b) **Severance.** If, notwithstanding clause 1.2.4(a), a provision of this Deed is void or voidable or unenforceable or illegal and the provision would not be void or voidable or unenforceable or illegal if a word or words or the whole provision (as the case may be) were omitted, that word or those words or the whole provision (as the case may be) is or are hereby severed and the remainder of this Deed shall have full force and effect.

1.2.5 Certain directions not permitted.

No person is permitted to engage in conduct which, but for this clause 1.2.5, would render the Trustee subject, in the exercise of any of the Trustee's Powers under this Deed, to direction by that person in terms of and to an extent not permitted under the Relevant Law (where "engage in conduct" includes refusing or failing to do an act or exercise a Power), and any provision of this Deed which contemplates a person engaging in such conduct must be construed as only permitting that person to engage in such conduct with the approval of the Trustee.

1.2.6 Trustee must consent to certain discretions.

To the extent that the exercise of, or the ability to exercise, a Power under this Deed by a person other than the Trustee without the consent of the Trustee would, but for this clause 1.2.6, render a provision of this Deed void or invalid under the Relevant Law, then that other person may only exercise that Power with the consent of the Trustee.

1.2.7 Resolution of relevant doubts, disputes and conflicts.

If a doubt or dispute arises as to the meaning or effect of an applicable requirement of a Relevant Law, or there is a conflict between applicable requirements of Relevant Laws, the Trustee may resolve that doubt, dispute or conflict in the manner the Trustee considers appropriate.

1.2.8 Fair Work Australia and MySuper Product.

Before making an application under the *Fair Work Act 2009* to Fair Work Australia in relation to any MySuper Product, the Trustee must first obtain the written approval of the Principal Employer.

Part 1.3 Trustee of Fund

1.3.1 Trustee must be a constitutional corporation.

The sole Trustee of the Fund for the time being must be a corporation that is a constitutional corporation (in terms of the Supervision Act) and which is appointed, or deemed to be appointed, by the Principal Employer, after consulting the Union Council. The appointment, removal and proceedings of directors of a Trustee (including without limitation the appointment of an additional independent director) shall occur in accordance with the articles of association of the Trustee.

1.3.2 Appointment of initial Trustee.

The Principal Employer is deemed to have appointed Telecom Super Pty Ltd, ACN 007 422 522 (subsequently renamed Telstra Super Pty Ltd), as initial Trustee with effect on 1 July 1990.

1.3.3 Period of office.

Subject to clause 1.3.4, a Trustee holds office until the earliest to occur of -

- (a) the Trustee resigning as Trustee by at least 90 days (or any lesser period agreed between the Trustee and the Principal Employer) prior written notice given to the Principal Employer;
- (b) the Trustee resigning as Trustee by written notice given to the Principal Employer because it is no longer permitted to act as Trustee under the Relevant Law;
- (c) the Trustee being removed from office under the Relevant Law; and
- (d) subject to part 1.2, the Trustee being removed from office by the Principal Employer after consulting the Union Council,

and, subject to this part 1.3, the Principal Employer (after consulting the Union Council) shall forthwith appoint another Trustee.

1.3.4 Suspension from office.

During any period when a Trustee is suspended from office under the Relevant Law, the Trustee for the time being shall be the acting Trustee appointed under the Relevant Law in respect of the suspension period.

1.3.5 Compliance with Relevant Law.

The Principal Employer and the Trustee must take all actions necessary to ensure that the Trustee is constituted and governed in compliance with any applicable requirement of a Relevant Law regarding the trusteeship of superannuation funds, including without limitation appropriate action in respect of the memorandum and articles of association or other

constituent or governing document of the Trustee and the appointment and composition of the directors or other governing body of the Trustee.

1.3.6 Minutes.

The Board of the Trustee must keep or cause to be kept proper minutes in relation to matters arising at any meeting of that board or of any committee of directors concerning the office of Trustee. The minutes, if signed by the chairman of that meeting or by the chairman of the following meeting, are prima facie evidence of the matters stated in the minutes.

Part 1.4 Powers of Trustee

1.4.1 Absolute discretions.

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

1.4.2 Powers of Trustee.

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

- (a) **servants, agents and representatives:** without limiting clause 1.10.3(a), to appoint servants, agents and representatives upon conditions determined by the Trustee, including without limitation conditions as to Powers, duties and remuneration from the Fund, and to revoke or vary an appointment;
- (b) **legal proceedings:** to institute, conduct, defend, compound, settle or abandon legal proceedings by or against the Fund or otherwise concerning the Fund or this Deed and also to compound and allow time for payment or satisfaction of a debt due to the Fund and of a claim or demand by or against the Fund;
- (c) **receipts, releases and discharges:** to make and give receipts, releases and other discharges for moneys payable to the Fund and for the claims and demands of the Fund;
- (d) **authorised signatures:** to determine who is entitled to sign documents in connection with the Fund;
- (e) **bank accounts:** to open bank accounts and to make regulations for the operation of bank accounts, including without limitation the signing and endorsing of cheques;
- (f) **acting on advice:** to act on the advice or opinion of a Qualified Adviser (whether or not that advice or opinion is obtained by the Trustee) in relation to any matter or question without being liable in connection with anything done or omitted to be done by the

Trustee or a delegate or representative of the Trustee in good faith based on that advice or opinion;

- (g) **undertakings and indemnities:** to give an undertaking or indemnity in respect of an obligation assumed or undertaken by the Trustee in accordance with this Deed or by a delegate of the Trustee in accordance with the terms and conditions of its appointment;
- (h) **arbitration, conciliation and mediation:** to refer any dispute involving the Trustee or the Fund, or any claim or demand by or against the Trustee or the Fund, to arbitration, conciliation or mediation and observe and perform any award, determination or recommendation of the arbitrator, conciliator or mediator; and
- (i) **administrative flexibility:** to make rules and adopt procedures in relation to the calculation and rounding-off of contributions, benefits, interest and investment earnings, to the payment and deduction of premiums in respect of death and disability benefits, to the determination of periods of time and to any other matters which the Trustee may consider appropriate for the convenient administration of the Fund.

1.4.3 Remuneration of Trustee.

Except as otherwise agreed between the Trustee and the Principal Employer, neither the Trustee nor a director of the Trustee is entitled to commission or remuneration from the Fund in respect of the office of Trustee or director but the Trustee may pay from the Fund reasonable expenses of a director of the Trustee in connection with that office.

1.4.4 Delegation by Trustee.

Except to the extent expressly provided otherwise elsewhere in this Deed, the Trustee as it sees fit may -

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

Part 1.5 Fund Expenses

Subject to clause 1.9.1, any specific provision of any of the subsequent divisions of this Deed, and any contrary agreement between the Trustee and the Principal Employer, Fund Expenses will be paid from the Fund and an Employer will be reimbursed from the Fund in respect of Fund Expenses paid by that Employer.

Part 1.6 Accounting Requirements

1.6.1 Auditor of Fund.

- (a) **Appointment and removal.** The Trustee must appoint an Auditor of the Fund. The Trustee may remove the Auditor and appoint another person as Auditor. Each appointment of Auditor will be on terms determined by the Trustee.
- (b) **Consultation regarding audit.** Without limiting part 1.2, in exercising its Powers under this clause 1.6.1 the Trustee must have regard to any legislative or governmental

requirements imposed on the Principal Employer regarding the audit of the business or affairs of the Principal Employer or of a corporation, scheme or arrangement participated in or maintained by the Principal Employer.

1.6.2 Accounts and audit.

The Trustee must maintain any records and accounts specified in this Deed and may maintain any other records and accounts which the Trustee may consider to be necessary or desirable. The records and accounts of the Fund must be audited by the Auditor annually and at any other intervals determined by the Trustee. The Auditor must certify to the Trustee the result of each audit in writing.

Part 1.7 Secretary of Fund

The Trustee may appoint any person as Secretary to the Fund, or acting or deputy Secretary, on terms determined by the Trustee. The Trustee may remove the Secretary or an acting or deputy Secretary from office and may appoint another person to that office. The Secretary will perform the duties and have the Powers specified in this Deed together with any other duties and Powers determined by the Trustee.

Part 1.8 Information regarding Fund

1.8.1 Confidentiality.

Except to the extent:

- (a) reasonably necessary in the operation, management and administration of the Fund and in properly giving effect to this Deed; or
- (b) required by the Relevant Law,

the Trustee, the Secretary, each Investment Manager and each servant, delegate or representative of the Trustee must treat as confidential all information regarding the Fund, Members, Beneficiaries, Employees and Employers which becomes known to that person in connection with the operation, management and administration of the Fund.

1.8.2 Information from Employers.

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

1.8.3 Information for Employers.

Except for any matter which is the subject of a binding obligation of confidence imposed on the Trustee, the Trustee must cause to be provided to the Principal Employer as and when requested by the Principal Employer -

- (a) a copy of each set of audited accounts of the Fund together with the accompanying audit report;

- (b) a list of the investments of the Fund and a copy of any agreement with, and instructions affecting, an Investment Manager or a delegate of the Trustee in relation to investments; and
- (c) any other information which an Employer may reasonably require in order to determine and discharge an obligation or liability of the Employer in connection with the Fund or to exercise a Power or perform a duty of the Employer.

Part 1.9 Indemnities and Protections

1.9.1 Indemnification of Trustee and officers.

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

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

1.9.2 Trustee's liability limited to Fund assets.

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

1.9.3 Action notwithstanding interest.

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

Part 1.10 Investment of Fund

1.10.1 Authorised investments.

Subject to part 1.2 and this part 1.10, the Trustee in the name or under the control of the Trustee may apply the whole or any part of the Fund not immediately required for another purpose under this Deed in any manner or form which the Trustee may consider to be an investment and suitable for the Fund, including without limitation any manner or form in which the Trustee could invest if acting personally and not in a fiduciary capacity but as the sole and absolute legal and beneficial owner of the Fund.

1.10.2 Particular Powers.

Without limiting clause 1.10.1, the Trustee may -

- (a) **various permitted transactions:** investigate, negotiate for, promote, create, acquire, underwrite, sub-underwrite, dispose of, transfer, exchange, collect, realise, alter, convert, improve, exploit, insure, extend, reconstruct, develop, manage and otherwise deal with and turn to account any property anywhere in the world, any direct or indirect interest in property and any right, contract, option or the like in respect of property in any manner, with or without security or liability, and subject to any conditions acceptable to the Trustee;
- (b) **exercise all incidental powers:** exercise all Powers appertaining or incidental to any manner or form of property and discharge from the Fund all costs of and incidental to the Powers of the Trustee under this part 1.10, including without limitation costs of the investigation of and negotiation for property which does not become part of the Fund;
- (c) **futures and hedging:** issue, acquire or participate in and perform any obligations under or in respect of any synthetic investment or transaction (including without limitation a futures contract, hedge contract, swap contract or option contract) whether or not related to any other property forming part of the Fund;
- (d) **borrow:** borrow or raise money;
- (e) **mix funds:** acquire any property either alone or in conjunction with any other person (including without limitation the Trustee acting as trustee or manager of another trust) and mix money or property forming part of the Fund with any other money or property (including without limitation money or property held or administered by the Trustee as trustee or manager of another trust) but so long as at all times separate and distinct records are maintained in order to enable ready identification of the moneys and property attributable to the Fund; and
- (f) **nominees:** cause or allow any property to be acquired and held in the name of the Trustee or of another person acceptable to the Trustee, whether or not that other person acts for the Trustee alone or for the Trustee and another person,

and any reference to property in this clause 1.10.2 is a reference to real and personal property of any nature and whether or not producing income.

1.10.3 Investment Managers.

- (a) **Initial appointment.** The Trustee may appoint an Investment Manager.
- (b) **Powers of Trustee.** The Trustee may -
 - (1) determine and redetermine the terms and conditions under which an Investment Manager acts, including without limitation the Powers and duties of an Investment Manager and its remuneration from the Fund;
 - (2) allocate and re-allocate moneys and assets of the Fund to and between Investment Managers; and
 - (3) revoke the appointment of an Investment Manager,

and, subject to the terms of its appointment (as varied from time to time), in relation to the moneys and assets under its control an Investment Manager has the same Powers as the Trustee has under clause 1.10.1 and clause 1.10.2.

1.10.4 Special investments.

Subject to this part 1.10 and to any conditions imposed by the Trustee either generally or in any particular case -

- (a) **Special portfolios.** The Trustee may establish investment portfolio arrangements within the Fund on such basis and within such parameters as the Trustee considers appropriate (any distinct portfolio of assets or classes of assets established for this purpose is hereinafter called a “**Special Portfolio**”) and may invite a Beneficiary to elect to invest all or part of the Beneficiary’s Aggregate Account Balance in one or more Special Portfolios. Without limiting the generality of the foregoing, a Special Portfolio may take the form of an individual policy of life insurance issued in respect of a particular Beneficiary which provides for the Beneficiary to select among various investment options.

- (b) **Group life options.** The Trustee may establish options in respect of levels of insurance -
 - (1) under a policy securing temporary or term insurance on a group basis; or
 - (2) as provided under clause 1.11.3,

(each option is hereinafter called a “Group Life Option” and each policy is called a “Group Policy”) and may invite a Beneficiary to elect a particular Group Life Option.

- (c) **Variation of elections.** At any date or dates determined by the Trustee, the Trustee may allow a Beneficiary to revoke or vary any previous Special Portfolio election made by the Beneficiary and to make further elections.

1.10.5 Accounting for Special Portfolios.

Where any part of a Beneficiary’s Aggregate Account Balance is invested in a Special Portfolio as defined in clause 1.10.4, in determining how and to what extent the relative investment performance of that Special Portfolio is allocated to the Beneficiary’s Aggregate Account Balance, the Trustee -

- (a) will have due regard to the extent to which, in the opinion of the Trustee, the Beneficiary’s Aggregate Account Balance is represented by or is attributable to, on the one hand, investments forming part of a Special Portfolio and, on the other hand, investments not forming part of a Special Portfolio; and
- (b) may allocate that investment performance to the Beneficiary’s Aggregate Account Balance on such basis as the Trustee may determine either generally or in any particular case, including without limitation by way of unit price movements or a particular Declared Rate.

1.10.6 Overriding conditions.

- (a) **Maximum limits.** The aggregate amount which may be invested or applied in respect of a Beneficiary in Special Portfolios and Group Life Options must not exceed the Beneficiary’s Aggregate Account Balance.
- (b) **Trustee not bound.** The Trustee is not bound to establish or maintain any Special Portfolios or Group Life Option or, having established such a Special Portfolio or Group Life Option, to make it available to any particular Beneficiary, and the Trustee may vary,

discontinue or dispose of any such arrangement or facility, as it considers the circumstances require.

- (c) **Trustee not liable.** The Trustee is not liable or responsible for or in connection with any cost, loss, expense or detriment suffered by any person as result of the exercise, partial exercise or non-exercise of any Power exercisable by the Trustee under this part 1.10 including without limitation any detriment suffered as a result of the Trustee failing to act on any election by a Beneficiary or any delay by the Trustee in doing so.
- (d) **Apportionment of costs.** The Trustee may apportion the costs of any special investment arrangements established and maintained under this part 1.10 between Beneficiaries' Aggregate Account Balances on such basis as the Trustee determines.

1.10.7 Unitisation.

- (a) **Division into Units.** With effect from the Unitisation Date, the Trustee may for the purpose of allocating the investment earnings of the Fund, if it thinks necessary or desirable, divide any or all of its investment portfolio, including any or all Special Portfolios, into Units and allocate Units to Members' accounts and all other accounts and reserves maintained for the purposes of the Fund.
- (b) **Rules.** The Trustee may adopt rules from time to time in relation to:
 - (1) the pricing of Units;
 - (2) switching between Unit Classes;
 - (3) the method and frequency of valuing the investment portfolio; and
 - (4) any other matter which the Trustee determines to be necessary or appropriate for administering the Fund as a unitised fund.
- (c) **Conversion to Units.** With effect from the Unitisation Date, Members' accounts and, as determined by the Trustee, other amounts and reserves maintained for the purposes of the Fund will be recorded in Units of the relevant Unit Classes. Any amount credited or debited to a relevant account or reserve will be converted into Units of the relevant Unit Classes immediately prior to being credited to the account or reserve, having regard to the relevant Unit Price.
- (d) **Calculation by reference to Unit Price.** With effect from the Unitisation Date, where this Deed refers to the balance, or the amount standing to the credit of an account or reserve maintained for the purposes of the Fund and the relevant account or reserve is unitised, it is taken to be a reference to the account or balance calculated by reference to the number of Units in the account or reserve and the relevant Unit Price (and a reference in this Deed to the crediting or debiting of investment earnings at the Declared Rate (if positive or negative, respectively) shall be a reference to the allocation of the investment earnings of the Fund by a change in the relevant Unit Price).
- (e) **Unit Prices.** The Trustee may determine different Unit Prices to apply to a specific Unit Class for different purposes.
- (f) **Other.** The Trustee may do anything that the Trustee determines is reasonably required to facilitate the orderly and efficient transition of the Fund, or to maintain the Fund, as a unitised fund.

Part 1.11 Insurance Arrangements

1.11.1 Effecting insurance: general powers.

- (a) **Trustee may arrange insurance.** The Trustee may (and must to the extent, if any, specified in this Deed) enter into, arrange or acquire in the name of or under the control of the Trustee insurance or other protection in respect of any property of the Fund, any benefit or other amount which might become payable from the Fund and any other risk or liability of the Fund (including without limitation by way of an insurance policy or a re-insurance or risk-sharing arrangement with any person or fund) subject to any option, right, benefit, condition or provision acceptable to the Trustee.
- (b) **Payment of premiums.** The Trustee may pay out of the Fund all premiums and other outgoings in respect of insurance or other protection and may vary, surrender, terminate, assign or otherwise deal with a relevant policy or other arrangement as the Trustee may think fit.
- (c) **External insurance for Accumulation Members.** In respect of Accumulation Members, to the extent that the Trustee decides that benefits which exceed a relevant Member's Aggregate Account Balance will be made available on death and disability, the Trustee must effect external insurance with an Insurer in respect of those death and disability benefits.

1.11.2 Benefits: restrictions and adjustments.

- (a) **Limitations imposed by Insurer.** Unless otherwise agreed between the Trustee and the Principal Employer, any benefit of the Fund in respect of which the Trustee seeks to effect, or effects, insurance must be reduced to the extent to which -
 - (1) for any reason the Insurer fails to provide insurance on the Insurer's standard terms for standard lives; or
 - (2) for any reason the Insurer -
 - (A) fails to provide or increase insurance;
 - (B) reduces or terminates insurance;
 - (C) limits or restricts insurance or the circumstances in which insurance proceeds will become payable; or
 - (D) refuses to consider, defers or denies a claim in whole or in part.

The Trustee will adjust that benefit, and any other benefit which the Trustee may consider to be affected, in the manner and to the extent the Trustee considers necessary in order to effect and take account of that reduction.

- (b) **Alternative insurance.** If an event provided for in clause 1.11.2(a) occurs in relation to insurance sought or effected, the Trustee is not bound to seek alternative insurance with the same or another Insurer. If the Trustee decides to seek alternative insurance, the Trustee may limit that search to the Insurer or Insurers determined by the Trustee.
- (c) **Conditions of payment of insurance proceeds.** In any case, unless otherwise agreed between the Trustee and the Principal Employer, the amount, time for and basis of payment of all or part of a benefit in respect of which insurance has been effected must

be adjusted in the manner and to the extent necessary to take account of the terms and conditions upon which insurance proceeds are payable.

1.11.3 Benefits: self-insurance.

(a) **Definitions.** In this clause 1.11.3 -

“**Approved Insurer**” means the insurance company agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case or, failing agreement, the Australian Mutual Provident Society.

“**Insurable Component**” means at any particular date in respect of a Member and a benefit provided for in any provision of this Deed the amount agreed between the Trustee and the Principal Employer from time to time, after obtaining the advice of the Actuary, either generally or in any particular case and, in the absence of such agreement, the amount representing the future service component of a Member’s death or disability benefit.

(b) **Reduction of uninsured benefits.** Subject to clause 1.11.3(d) and to any contrary agreement between the Trustee and the Principal Employer, where -

- (1) the Trustee considers that; or
- (2) subject to part 1.2, at the request of the Principal Employer the Approved Insurer advises that,

on the balance of probabilities the Approved Insurer would have taken an action provided for in clause 1.11.2(a)(1) or (2) if the Trustee had sought from time to time during the Member’s membership of any division of this Fund to effect Group Life Insurance with the Approved Insurer on its standard terms for standard lives in respect of the whole of the Insurable Component of any benefit secured or to be secured under any provision of this Deed (having regard to changes in particular Insurable Components, and in the Approved Insurer’s standard terms, from time to time), the amount of any benefit otherwise payable under any provision of this Deed must be reduced to the extent that, in consequence of that action by the Approved Insurer -

- (3) Group Life Insurance would not have been available from the Approved Insurer on its standard terms for standard lives; or
- (4) Group Life Insurance, or the proceeds thereof, would have otherwise been refused, withheld, reduced, terminated, limited or restricted by the Approved Insurer,

either generally or in any particular case, but that benefit must not hereby be reduced below the sum of a Member’s -

- (5) Accrued Retirement Benefit; and
- (6) Aggregate Account Balance, if any, (ignoring in determining the Aggregate Account Balance any insurance proceeds that otherwise would have been credited under (7)); and
- (7) the amount of Group Life Insurance (if any) actually effected and payable in respect of the Member and that benefit under this Deed.

The Trustee will adjust that benefit, and any other benefit which the Trustee may consider to be affected, in the manner and to the extent the Trustee considers necessary in order to effect and take account of that reduction.

- (c) **Advice to Trustee.** In forming an opinion under clause 1.11.3(b)(1), the Trustee may rely on the advice or opinion of the Approved Insurer.
- (d) **Requests by Principal Employer.** Subject to part 1.2, in the case of a request by the Principal Employer for the Approved Insurer to advise under clause 1.11.3(b)(2) -
 - (1) the request will only be made -
 - (A) firstly, after the Principal Employer has consulted the Trustee and the Union Council; and
 - (B) secondly, where the Principal Employer (after obtaining the advice of the Actuary) believes that it is necessary to obtain the formal advice of the Approved Insurer under clause 1.11.3(b) in order to be reasonably satisfied that the mortality or morbidity experience of the Fund (as to rate or cost of claims) is not materially inconsistent with the corresponding experience of superannuation and like schemes which insure their corresponding risks with the Approved Insurer;
 - (2) the request must be in writing and a copy of the request must be given to the Trustee; and
 - (3) notwithstanding anything expressed or implied to the contrary in clause 1.11.3(b), neither the request nor any advice by the Approved Insurer in direct response to that request shall -
 - (A) prejudice any benefit which is or becomes payable from the Fund before the date the request is given to the Approved Insurer (the "Notice Date"); or
 - (B) reduce the amount of any benefit which becomes payable to or in respect of a Member on or after the Notice Date under any provision of this Deed.
- (e) **Information for and fees of Approved Insurer.** The Trustee and each Employer must cause to be provided to the Approved Insurer all information reasonably required by the Approved Insurer in order to make a determination or give advice in accordance with clause 1.11.3(b). The costs and charges of the Approved Insurer in connection with a determination under clause 1.11.3(b) are Fund Expenses.
- (f) **Prudential management of liabilities.** To the extent that the Trustee does not effect insurance in respect of benefits under clause 1.11.1, the Trustee must make appropriate arrangements so that the Trustee can meet liabilities with respect to the Insurable Component of benefits that may from time to time become payable from the Fund ("**Self-Insured Benefits**"). Those arrangements must include (with the advice of the Actuary) the establishment, maintenance and monitoring of a self-insurance reserve that is expected, with proper recognition of the likelihood of the events that would require the payment of Self-Insured Benefits, to be sufficient to cover such Self-Insured Benefits.
- (g) **Quarantine.** The Trustee must ensure that the cost and risk of self-insuring any benefits under this clause 1.11.3 are borne solely by the Employers and Members to whom self-insurance applies in accordance with clause 1.11.3(f) ("**Self-Insured Members**"). The Trustee must also ensure that –

- (1) only the benefits of Self-Insured Members are adjusted under clause 1.21.4(3) in the event of a funding shortfall because the Trustee has decided to self-insure those Fund benefits under this clause 1.11.3; and
- (2) only the Fund assets attributable to the Self-Insured Members and their Employers are used to meet any liabilities the Trustee has with respect to Self-Insured Benefits.

1.11.4 Effect of adjustments.

Any adjusted benefits provided under clause 1.11.2 or 1.11.3 are in lieu of and in full satisfaction of the benefits which would or might have been or become payable but for those clauses.

1.11.5 Additional insurance benefits.

If, as a result of the Trustee having effected insurance under clause 1.11.1:

- (a) an extended cover or a continuation cover amount (“**insured amount**”) is paid by the Insurer to the Trustee in respect of a Member; and
- (b) the insured amount is not otherwise included in the calculation of any other benefit that is otherwise payable to or in respect of the Member under any other division of the Fund (“**ordinary benefit**”),

the Trustee may pay the insured amount to or in respect of the Member in addition to the ordinary benefit, whether or not the ordinary benefit has already been paid from the Fund at the time the Trustee receives the insured amount from the Insurer.

Part 1.12 Associated Employers

1.12.1 Agreements with Associated Employer.

The Trustee and the Principal Employer may enter into an agreement with any person approved by the Principal Employer for that person to become an Associated Employer. Subject to any conditions imposed under the relevant agreement or this Deed, Employees of an Associated Employer who become eligible as provided in that agreement or this Deed are eligible to participate in the Fund.

1.12.2 Form and status of agreements.

Any agreement made under clause 1.12.1 may be in any form and subject to any conditions acceptable to the Trustee and the Principal Employer and may be amended or replaced by a subsequent agreement between the parties or in the manner provided in this Deed as if the agreement was a part of this Deed. If there is a conflict between this division 1 and an agreement, this division 1 prevails. Except where the agreement expressly provides otherwise, if there is a conflict between an agreement and any provision of this Deed other than this division 1, the agreement prevails.

Part 1.13 Employer Ceasing Business

1.13.1 Cessation of business.

If -

- (a) where an Employer is or includes a body corporate, a binding resolution is passed or order is made, or any other enforceable action is taken, for the purpose of winding up that body or a scheme of arrangement providing for the dissolution of that body is approved by a court;
- (b) where an Employer is or includes a partnership, that partnership is dissolved;
- (c) where an Employer is or includes a natural person or natural persons, that person or any of those persons becomes bankrupt; or
- (d) an Employer ceases to carry on business for any reason,

the Trustee may enter into an agreement with a person (a “successor”) which in the opinion of the Trustee, wholly or partially succeeds or replaces the Employer for the successor to take the place of the Employer (as Principal Employer or an Associated Employer, as the case may require) under this Deed but, if the Employer concerned is the Principal Employer, the Trustee may agree with an Associated Employer for it to assume the office of Principal Employer and agree with the successor for the successor to become an Associated Employer. An agreement may be in any form acceptable to the Trustee and is binding on all interested persons.

1.13.2 Associated Employer not replaced.

If an event provided for in clause 1.13.1 occurs in relation to an Associated Employer but no agreement is entered into as provided in that clause within 90 days (or any other period determined or allowed by the Trustee) after the date the relevant event occurred, the Trustee is deemed to have received on the last day of that period a notice from the Associated Employer in accordance with clause 1.21.1 that the Associated Employer has decided to terminate all of its payments to and in respect of the Fund with effect on that last day.

1.13.3 Principal Employer not replaced: closure of Fund.

If an event provided for in clause 1.13.1 occurs in relation to the Principal Employer but no agreement is entered into as provided in that clause within 90 days (or any other period determined or allowed by the Trustee) after the date the relevant event occurred, part 1.21 applies as if the Trustee had received on the last day of that period a notice from each Employer in accordance with clause 1.21.1 that the Employer had decided to terminate all of its payments to and in respect of the Fund with effect on that last day.

Part 1.14 New Principal Employer

Without limiting part 1.13, by the execution of an appropriate instrument or instruments in a form acceptable to both the existing Principal Employer and the proposed Principal Employer, the Principal Employer for the time may be replaced as Principal Employer by another person.

Part 1.15
Residual and Surplus Assets

1.15.1 Assets but no Members or Beneficiaries.

If at any time 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 (unless otherwise agreed between the Principal Employer and the Trustee) the Fund must be dissolved, any moneys and other assets then remaining in the Fund (after payment of Fund Expenses) must be realised, and the proceeds must be distributed to the Principal Employer.

1.15.2 Surplus assets.

(a) **Definitions.** In this clause 1.15.2 -

“**Total Fund Value**” means the total net market value (as determined by the Actuary) of all of the assets of the Fund as at the date of determination; and

“**Total Accrued Benefit Value**” means -

- (1) 120% of the sum of:
 - (A) the aggregate of the Accrued Retirement Benefits of all Employed Members as at the date of determination; and
 - (B) the aggregate value (as determined by the Actuary) as at the date of determination of all benefits which, as at that date, are payable from the Fund but have not been fully paid or provided from the Fund in accordance with this Deed, including without limitation any preserved or deferred benefit held in the Fund; and
- (2) the aggregate of all Aggregate Account Balances in all divisions of all Members as at the date of determination (but not including amounts already accounted for in clause 1.15.2(a)(1)(B)),

together with any additional amount agreed between the Principal Employer and the Trustee, after obtaining the advice of the Actuary.

- (b) **Investigation by Actuary.** Whenever required by the Principal Employer and the Trustee, the Actuary must investigate the Fund and as soon as practicable report to the Principal Employer and the Trustee in writing as to the Total Fund Value and the Total Accrued Benefit Value as at the date at which the investigation is made (the “effective date”). The Trustee and the Principal Employer must make all reasonable efforts to arrange and facilitate an investigation and provide to the Actuary the information reasonably required by the Actuary to complete an investigation.
- (c) **Existence of assets.** If a report by the Actuary reveals that the Total Fund Value exceeds the Total Accrued Benefit Value as at the effective date of that report, then -
 - (1) unless otherwise agreed between the Trustee and the Principal Employer; and
 - (2) subject to the restrictions and conditions in the Relevant Law concerning payments from the Fund to an Employer,

the excess must be paid from the Fund to the Principal Employer as soon as practicable, but if the Actuary further investigates the Fund before payment to the Principal Employer has been completed and advises the Trustee that either -

- (3) the Total Fund Value has changed and is less than the Total Accrued Benefit Value; or
- (4) payment of all or part of a prospective payment pursuant to that request would cause the Total Fund Value to be less than the Total Accrued Benefit Value,

the Trustee must, in the first case, refuse to make any further payment pursuant to the request by the Principal Employer or, in the second case, reduce the amount payable pursuant to that request so that the Total Fund Value does not become less than the Total Accrued Benefit Value.

Part 1.16 Admission of Members

1.16.1 Normal application procedures.

Subject to clause 1.16.2 -

- (a) application to become a Member must be made to the Trustee by an Eligible Person or an Eligible Employee in a form determined or approved by the Trustee and an applicant whose application is accepted by the Trustee becomes a Member on the date of acceptance by the Trustee or, in the case of an Eligible Employee, any earlier or later date agreed between the Trustee and the Principal Employer either generally or in any particular case or, in the case of an Eligible Person, any earlier or later date determined by the Trustee either generally or in any particular case;
- (b) the admission of an Eligible Person as a Member of the Fund shall be subject to any conditions imposed by the Trustee, and the Trustee may subsequently determine to remove or vary any condition so imposed in respect of the Member at the time of his or her admission to membership;
- (c) the admission of an Eligible Employee as a Member of the Fund shall be subject to any conditions imposed by the Principal Employer, and the Trustee and the Principal Employer may subsequently agree to remove or vary any condition so imposed in respect of the Member at the time of his or her admission to membership; and
- (d) if an Eligible Employee refuses or otherwise fails to become a Member when first eligible to do so, that Eligible Employee may subsequently only apply to become a Member with the consent of the Principal Employer and subject to any conditions imposed by the Trustee.

1.16.2 Deemed admission.

Subject to any conditions imposed by the Principal Employer or the Trustee and without limiting any following provision of this part 1.16, the Principal Employer, after consulting the Trustee, may determine that an Eligible Employee who has not applied for membership is deemed to become a Member on a date determined by the Principal Employer and notified to the Trustee but -

- (a) a person so deemed to be a Member is not required to contribute to the Fund without that person's express consent; and

- (b) without limiting part 1.2, a person shall not be retrospectively deemed to be a Member under this clause 1.16.2 where to do so would cause the Trustee to be in breach of a requirement of a Relevant Law concerning timely communications with a new Member.

1.16.3 Member rejoining Fund.

If, having previously ceased to be an Employee, a person again becomes an Employee, then unless otherwise agreed between the Trustee and the Principal Employer either generally or in any particular case -

- (a) during and in respect of the period after the date of again becoming an Employee that person must be treated for all intents and purposes under this Deed as if that person had never previously been an Employee of the Employer or a Member of the Fund; but
- (b) if that person is already a Member by reason of an existing benefit secured under this Deed (including without limitation a deferred benefit under division 4 or preserved benefit or any other benefit which has not yet been paid or transferred from the Fund), then the benefits secured for and in respect of that person after the date he or she again becomes an Employee may be adjusted by the Trustee in the manner and to the extent it considers appropriate to take account of that existing benefit, except that no such adjustment shall increase the costs or liabilities of an Employer without that Employer's consent.

1.16.4 Categories of Members.

- (a) **Categorisation by Principal Employer.** Subject to clause 1.16.4(c), by a written notice given to the Trustee, the Principal Employer may, subject to any conditions specified in the notice -
 - (1) establish a category of Members and define the terms and conditions governing -
 - (A) entry to and exit from that category;
 - (B) the contributions to be payable to the Fund and the benefits to be provided from the Fund for and in respect of a Member during and in respect of any period when the Member is classified in that category; and
 - (C) the division, or divisions, of the Fund which is applicable to that category from time to time,
 and
 - (2) amend, revoke or replace any such notice previously given by the Principal Employer either generally or in any particular case,

and a Member shall be classified in a category established under this clause 1.16.4 during any period of membership of the Fund when the Member is classified in that category by a notice given to the Trustee by the Principal Employer or falls within a group or class of Members defined in respect of that category in a notice given to the Trustee by the Principal Employer.

- (b) **Effect of categorisation.** Subject to clause 1.16.4(c), a notice given by the Principal Employer under clause 1.16.4(a) is binding on all interested persons without the need to amend this Deed, and the rights, interests and obligations of a Member (and of any other person otherwise entitled to claim in respect of a Member or on the occurrence of

an event or circumstance affecting the Member) shall be adjusted in the manner and to the extent necessary in taking account of such a notice.

- (c) **Restrictions on categorisation.** Unless otherwise agreed between the Trustee and the Principal Employer either generally or in any particular case, a Member may not be retrospectively classified into or out of a category established under this clause 1.16.4 and neither -

- (1) a notice given by the Principal Employer to the Trustee under clause 1.16.4(a); nor
- (2) the classification or reclassification of a Member into or out of a category of Members pursuant to such a notice,

shall adversely affect the rights of a Member to accrued benefits under the Fund as at the date that notice is received by the Trustee or the date of that classification or reclassification, as the case may be, including without limitation -

- (3) in the case of a benefit calculated on the basis of contributions to the Fund and earnings on those contributions, the amount of the benefit which has accrued, or become payable, to the Member before the relevant date; or
- (4) in the case of a benefit other than a benefit referred to in (3) above, the amount of the benefit which is, or may become, payable to the Member to the extent that that benefit has accrued in relation to a period before the relevant date.

1.16.5 Effect of conditions and consents.

Any -

- (a) condition properly imposed under this Deed in respect of a Member or Beneficiary;
- (b) consent, approval or agreement given or made by a Member or Beneficiary; and
- (c) act of the Trustee or an Employer pursuant to or as a consequence of that condition, consent, approval or agreement,

is binding on the Member or Beneficiary concerned and any other person who is an heir, executor or assign of the Member or Beneficiary or is or would otherwise have been entitled to claim a benefit in respect of the Member or Beneficiary or upon the occurrence of an event or circumstance affecting the Member or Beneficiary, and this Deed takes effect accordingly.

1.16.6 Deed binding.

Each Member is bound by this Deed.

1.16.7 Transfers between Employers.

- (a) A Member does not cease to be a Member or an Employee by reason of ceasing to be an Employee of one Employer ("**previous Employer**") and immediately becoming an Employee of another Employer ("**new Employer**") unless the new Employer is an Employer notified to the Trustee by the Principal Employer pursuant to this clause 1.16.7 either generally or in a particular case.
- (b) If the change of Employer referred to in clause 1.16.7(a) results in the Member not ceasing to be an Employee and in the new Employer's contributions being made in

respect of the Member to a division of the Fund (“**new division**”) which is different from the division into which the previous Employer made contributions (“**previous division**”), an amount as determined by the Trustee and the Principal Employer will be transferred in respect of the Member from the previous division to the new division.

1.16.8 Categorisation of Members

The divisions of the Fund other than division 1 relate to and provide for groups of Members. Subject to the express provisions of a division concerning the categorisation or re-categorisation of a Member -

- (a) a Member who was a Member of the Fund on 30 June 1996 will be initially categorised as a member of division 2 effective 1 July 1996;
- (b) before the MySuper Commencement Date, a Member who was a member of the Telstra Productivity Superannuation Scheme on 30 June 1996 but was not a Member of the Fund on 30 June 1996 will be initially categorised as a member of division 3 effective 1 July 1996;
- (c) before the MySuper Commencement Date, a Member who is advised to the Trustee by the Principal Employer as being a Casual Employee of the Principal Employer will be initially categorised as a member of division 3 effective on the date advised to the Trustee by the Principal Employer, and on and from the MySuper Commencement Date, a Member who is advised to the Trustee by the Principal Employer as being a Casual Employee will be initially categorised as a member of division 6 effective on the date advised to the Trustee by the Principal Employer;
- (d) a Member who was a member of the Telstra Superannuation Scheme No. 1 on 30 June 1997 but was not a Member of the Fund on 30 June 1997 will be initially categorised as a member of division 5 effective 1 July 1997;
- (e) subject to clause 1.16.8(c), a Member who, on or after 1 July 1999, is advised to the Trustee by the Principal Employer as being a Member who is to receive accumulation benefits will be initially categorised as a member of division 6 effective on the date advised to the Trustee by the Principal Employer;
- (f) a Member who was a member of the Pacific Access Superannuation Fund on 30 June 2001 but was not a Member of the Fund on 30 June 2001 will be initially categorised as a member of division 8 effective 1 July 2001, and between 1 July 2001 and the MySuper Commencement Date (both inclusive) a Member who is advised to the Trustee by the Employer as being a Member who is employed by a Division 8 Employer will be initially categorised as a member of division 8 effective on the date advised to the Trustee by the Employer, and on and from the MySuper Commencement Date, a Member who is advised to the Trustee by the Employer as being a Member who is employed by a Division 8 Employer will be initially categorised as a member of division 6 effective on the date advised to the Trustee by the Employer,

and, notwithstanding this clause 1.16.8, a Member may be categorised by the Principal Employer in any division pursuant to clause 1.16.4.

Part 1.17
Information from and for Applicants and Members

1.17.1 Provision of information by applicants and Members.

- (a) Each Eligible Employee and Eligible Person must provide all information and evidence, sign all documents, undergo all medical examinations and tests, and generally satisfy all standards and requirements as and when the Trustee or (if applicable) the Principal Employer may reasonably consider necessary or desirable.
- (b) Each Member must provide all information and evidence, sign all documents, undergo all medical examinations and tests, and generally satisfy all standards and requirements as and when the Trustee may reasonably consider necessary or desirable.

1.17.2 Action on non-compliance.

Without limiting clause 1.16.1, if -

- (a) an Eligible Employee fails to comply with clause 1.17.1(a) or to satisfy a test, standard or requirement laid down under that clause to the satisfaction of the Trustee or the Principal Employer, as the case may be;
- (b) a Member fails to comply with clause 1.17.1(b) or to satisfy a test, standard or requirement laid down under that clause to the satisfaction of the Trustee; or
- (c) a statement made or evidence provided by or in respect of an Eligible Employee or a Member is found to contain a misstatement, error, mistake, inaccuracy or suppression,

the Trustee, after obtaining the advice of the Actuary, may -

- (1) in the case of an Eligible Employee, admit that person as a Member subject to conditions determined or approved by the Trustee or refuse to admit that person as a Member; or
- (2) in the case of a Member, impose conditions.

1.17.3 Information regarding benefit reductions.

The Trustee will ensure that a Member is notified to the Trustee's satisfaction after any detrimental adjustment is made under this Deed in respect of a benefit which is or might become payable to the Member or upon the death of the Member.

1.17.4 Other information.

In addition to providing all information required in order to satisfy any applicable requirement of the Relevant Law, as required under part 1.2, the Trustee may provide to Members and Beneficiaries any other information which the Trustee may consider to be necessary or appropriate.

1.17.5 Copies of Deed.

A copy of this Deed is to be kept at the principal office of the Trustee and at any other place specified by the Trustee. Without limiting a Member's rights in respect of this Deed under the Relevant Law, a Member may inspect a copy of this Deed during normal business hours upon reasonable notice and the Trustee may make a charge for the provision of a copy of this Deed to any person.

Part 1.18

Special Arrangements and Situations

1.18.1 Individual agreements.

Subject to clause 1.18.5 -

- (a) the Principal Employer may agree with an Employee that the Employee is admitted to membership of the Fund subject to the conditions contained in that agreement, and the Principal Employer may also agree with a Member to vary the conditions of a Member's membership of the Fund;
- (b) an agreement under clause 1.18.1(a) must be evidenced in writing (in one or more documents) by the Principal Employer and the Employee or Member concerned in a form acceptable to the Principal Employer, and may be varied, replaced or revoked by a subsequent written agreement between the Principal Employer and the Employee or Member concerned or in the manner provided for in this Deed as if the agreement was actually part of this Deed;
- (c) if there is a conflict between an agreement under clause 1.18.1(a) (as varied or replaced from time to time) and this division 1, this division 1 prevails but (except where the agreement expressly provides otherwise), if there is a conflict between the agreement and any provision of this Deed other than this division 1, the agreement prevails;
- (d) the Principal Employer must provide a copy of each agreement (and any document which varies, replaces or revokes that agreement) to the Trustee; and
- (e) the Trustee must give effect to each agreement, as varied, replaced or revoked from time to time.

1.18.2 Augmentation of benefits.

Subject to clause 1.18.5 -

- (a) the Principal Employer may direct the Trustee to provide from the Fund a benefit or other amount greater than would be provided but for that direction;
- (b) the Principal Employer may revoke or vary a direction given under clause 1.18.2(a); and
- (c) the Trustee must give effect to each direction, as varied or rescinded from time to time.

1.18.3 Part-time employment, absence or non-eligibility.

Subject to clause 1.18.5 -

- (a) the Principal Employer, after consulting the Union Council, may determine conditions in relation to contributions payable and benefits to be provided in respect of a Member during and in respect of any period when, in the opinion of the Principal Employer, the Member is employed by the Employer in other than a full-time capacity, the Member is absent from active employment with the Employer (whether with or without pay or the approval of the Employer) or the Member remains in the employ of the Employer but no longer satisfies the criteria for classification as an Eligible Employee;
- (b) the Principal Employer must give the Trustee written notice of each determination under this clause 1.18.3, which is binding on all interested persons without the need to formally

amend this Deed and which may be varied, revoked or replaced by subsequent notice given by the Principal Employer to the Trustee; and

- (c) unless otherwise agreed between the Trustee and the Principal Employer, any determination by the Principal Employer under this clause 1.18.3 takes effect on the later of the date notice of that determination is received by the Trustee and the effective date (if any) specified in the notice.

1.18.4 Employed Members: Casual Employees.

- (a) In the case of a Casual Employee who is not a “Former Fund Member” under clause 8.1.2 -
 - (1) that person is an Employed Member for the purposes of this Deed during the whole of each Employed Pay Period and also during the whole of each Pay Period which is not an Employed Pay Period but which occurs within the period (the “relevant period”) of six consecutive Pay Periods immediately following an Employed Pay Period; and
 - (2) that person ceases to be an Employed Member for the purposes of this Deed as at the earliest of -
 - (A) if no Employed Pay Period occurs in respect of the Member within the relevant period, the end of the sixth consecutive Pay Period immediately following the last Employed Pay Period;
 - (B) the date upon which a benefit becomes payable from the Fund to or in respect of the Member; and
 - (C) any earlier date accepted by the Trustee, after receiving from or in respect of the Member an application or request in a form acceptable to the Trustee together with any information or evidence which the Trustee may consider appropriate; and
 - (3) the Trustee is not required to, but may if it so determines, offer insurance cover.
- (b) In the case of a Casual Employee who is a “Former Fund Member” under clause 8.1.2, that person is an Employed Member for the purposes of this Deed until the Employer notifies the Trustee that the person ceases to be an Employed Member for the purposes of this Deed.

1.18.5 Control by Trustee.

- (a) **Restrictions under Relevant Law.** Without limiting part 1.2, to the extent that -
 - (1) an agreement under clause 1.18.1;
 - (2) a direction by the Principal Employer under clause 1.18.2; or
 - (3) a determination by the Principal Employer under clause 1.18.3; or
 - (4) a determination by an Employer, under a Power vested in it under any other provision of this Deed, to otherwise increase the amount of any benefit or other amount to be paid or provided from the Fund (including without limitation a determination to increase any period of time which is to be taken into account in

calculating a benefit) or to reduce, suspend or waive any contributions which would otherwise be payable to the Fund by any person other than an Employer,

constitutes the exercise of a discretion or the giving of a direction which is otherwise prohibited under the Relevant Law, that agreement, direction or determination shall only take effect with the consent of the Trustee.

- (b) **Other controls by Trustee.** Without limiting clause 1.18.5(a), if in the opinion of the Trustee, after obtaining the advice of the Actuary, such an agreement, direction or determination would cause a deficiency in the Fund, before giving effect to that agreement, direction or determination or in the course of doing so, the Trustee may require an undertaking from an Employer that it will contribute to the Fund additional amounts or rates of contributions which the Trustee, after obtaining the advice of the Actuary, may consider necessary in order to avoid a deficiency and, if an undertaking is not given or is not fulfilled to the satisfaction of the Trustee, the Trustee may refuse to give effect to or to continue to give effect to the agreement, direction or determination to which the undertaking relates.

1.18.6 Temporary cessation of employment.

If a Member ceases to be an Employee in circumstances in which it is reasonable to expect that cessation will only be of a temporary nature and that the Member will soon again become an Employee, the Member's membership of the Fund may continue subject to conditions agreed between the Trustee, the Member and the Employer.

1.18.7 Other schemes.

- (a) **Category of Members.** For the purposes of this clause 1.18.7, there shall be a category of Members known as "Corresponding Benefit Members" and a Member shall be classified as a Corresponding Benefit Member during any period determined by the Principal Employer and notified to the Trustee in a form reasonably acceptable to the Trustee, except that a Member may not be retrospectively classified as a Corresponding Benefit Member without the consent of the Trustee.
- (b) **Effect of classification as Corresponding Benefit Member.** If a benefit (a "Corresponding Benefit") is provided for or secured, or could reasonably be expected to become payable, in respect of a Corresponding Benefit Member under another scheme or arrangement any part of the costs of which are borne directly or indirectly by an Employer or any governmental authority on retirement, death or disablement or in any other circumstances similar to those in which a benefit may be provided under this Deed, then (subject to part 1.2) -
- (1) the contributions which an Employer would otherwise be required or permitted to make shall be reduced to such extent as the Principal Employer may determine to be appropriate in taking account of the Corresponding Benefit; and
 - (2) any benefit otherwise payable from the Fund to or in respect of the Member must (unless otherwise agreed between the Trustee and the Principal Employer) be reduced by the amount of any Corresponding Benefit but, to the extent that a Corresponding Benefit is provided in a different manner or form to an applicable benefit under this Deed, the manner and the extent of any such adjustment shall be determined by the Trustee, after obtaining the advice of the Actuary.

Any reduction or adjustment in contributions or benefits under this clause 1.18.7 is binding on all interested persons without the need to amend this Deed.

1.18.8 Taxation.

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

- (a) reducing or otherwise adjusting the amount of any benefit payable from the Fund; and
- (b) establishing reserves and making provisions in the accounts of the Fund and payments from the Fund to relevant governmental authorities.

1.18.9 Payment of benefits subject to division 4.

Wherever a provision of this Deed refers to a benefit being payable to or in respect of a Member as a result of a particular event or circumstance, the Trustee will not pay the benefit to or in respect of the Member at that time if an election has been made by or in respect of the Member to defer payment of the benefit by transferring the benefit to division 4.

1.18.10 Return of contributions.

If the Trustee receives contributions made by or in respect of a Member in a manner which is inconsistent with the Relevant Law, and the Trustee returns the contributions, the Trustee may:

- (a) return an amount lesser than the contributions received by the Trustee, or
- (b) return an amount greater than the contributions received by the Trustee,

in accordance with the Relevant Law.

Part 1.19 Member Contributions

1.19.1 Amount to be contributed.

Subject to this division 1, the amount of a Member's contributions to the Fund at any particular time must be determined in accordance with the relevant division of the Fund.

1.19.2 Manner and timing of payment.

- (a) **Deduction from remuneration.** Unless the Principal Employer (with the consent of the Trustee) determines otherwise or the law does not so allow, the contributions (if any) payable by a Member must be deducted by the Member's Employer from each payment of or on account of the Member's remuneration from that Employer, and must be paid by the Employer to the Fund in the manner and at the times reasonably determined or approved by the Trustee. Amounts so deducted by an Employer in respect of a Member must, pending payment to the Fund, be held upon trust by the Employer for the benefit of the Fund.
- (b) **Contributions not deducted.** In any other case, the Member must pay the Member's contributions to the Fund as and when determined by the Trustee.
- (c) **Cessation of Member contributions.** Except for a member of division 4, no contributions are payable by a Member after the date the Member ceases to be an Employee.

1.19.3 Adjustments for non-payment of Member contributions.

Without limiting clause 1.19.4 or clause 1.19.5, if the contributions payable by a Member are not paid to the Fund as and when required, the Trustee may impose any conditions in respect of the Member which the Trustee, after obtaining the advice of the Actuary, may consider appropriate.

1.19.4 Reduction, suspension or waiver.

- (a) **Decision by Principal Employer.** Subject to clause 1.18.5, clause 1.19.5 and any conditions determined by the Principal Employer and approved by the Trustee and the Member concerned (including without limitation conditions upon which contributions otherwise payable by the Member and interest must be made up by and in respect of the Member and conditions as to how benefits to be provided in respect of the Member must be adjusted to take account of a reduction, suspension or waiver), the Principal Employer may for any period determined by the Principal Employer reduce, suspend or waive contributions otherwise payable by the Member.
- (b) **Deemed payment.** Without limiting clause 1.18.5, clause 1.19.4(a) and clause 1.19.5, the Principal Employer may determine that contributions which would have been paid by a Member but for the exercise of a discretion as provided in that clause will be deemed to have been paid by the Member for the purpose of calculating the amount of or determining the eligibility for payment of any benefit payable pursuant to this Deed the amount of or eligibility for which depends on the amount of the contributions paid by the Member or the period during which the Member has contributed.
- (c) **Notification to Trustee.** The Principal Employer must notify the Trustee of any determination under clause 1.19.4(a) or clause 1.19.4(b) as soon as practicable.

1.19.5 Deemed Member contributions.

- (a) **Category of Members.** For the purposes of this clause 1.19.5, there shall be a category of Members known as “Deemed Contribution Members” and a Member shall be classified as a Deemed Contribution Member during any part of the period while he or she is an Employed Member as shall be determined by the Employer (with the approval of the Principal Employer, where it is not the Employer) and notified to the Trustee from time to time in a form reasonably acceptable to the Trustee, except that a Member may not be retrospectively classified as a Deemed Contribution Member, or retrospectively reclassified as no longer being a Deemed Contribution Member, without the consent of the Trustee.
- (b) **Effect of classification as Deemed Contribution Member.** Subject to clause 1.18.5(b), during any period when a Member is classified as a Deemed Contribution Member, all of the contributions otherwise payable by the Member shall be waived but shall be deemed to have been paid by the Member for the purpose of determining the amount of or eligibility for a benefit the amount of or eligibility for which depends on the amount of contributions paid by the Member or the period for which the Member has contributed.

**Part 1.20
Employer Contributions**

1.20.1 Amount to be contributed.

Subject to this part 1.20 and part 1.21, each Employer must contribute to the Fund in respect of a particular Employee at any particular time the amount or rate of contributions determined by the Principal Employer from time to time in accordance with the relevant division after obtaining the advice of the Actuary and consulting the Trustee. As soon as practicable, the Principal Employer must notify the Trustee of each determination in respect of an Employer under this clause 1.20.1.

1.20.2 Manner and timing of payment.

The contributions payable by an Employer must be paid to the Fund in the manner and at the times reasonably determined or approved by the Trustee. Contributions payable by one Employer may be paid by another Employer.

1.20.3 Cessation of payment.

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

1.20.4 Additional contributions.

In addition to any contributions provided for elsewhere in this Deed, with the approval of the Trustee an Employer may contribute further amounts in respect of particular Members or groups of Members, and any additional contributions in respect of a Member under this clause 1.20.4 must be applied by the Trustee on the basis determined by the Principal Employer (subject to part 1.2) and advised to the Trustee.

**Part 1.21
Termination, Non-payment or Inadequacy of Employer Payments**

1.21.1 Notice by Employer.

(a) Subject to part 1.2 and clause 1.21.3 but without limiting any Power vested in the Principal Employer or any other Employer under any other provision of this Deed to terminate, determine or redetermine the amount or rate of Employer contributions, an Employer may by written notice given to the Trustee and either generally or in respect of any person or persons named or described in that notice (or then or thereafter falling within a group or class of persons described in that notice) -

- (1) terminate all or any of its payments in respect of the Fund; or
- (2) reduce or suspend all or any of its payments in respect of the Fund to the extent specified in that notice and either indefinitely or for the period specified,

and any notice given by an Employer under this clause 1.21.1 takes effect on the date which is the later of the date that notice is received by the Trustee and the effective date (if any) specified in that notice, but a notice does not affect the Employer's liability in respect of payments due from the Employer before the notice takes effect.

- (b) Any notice given by or on behalf of an Employer under clause 1.21.1(a) may take effect with respect to:
- (1) a “Former Fund Member” who is a “Category CACCUM Member” under clause 8.1.2, no earlier than the expiration of one month from the date the notice is received by the Trustee; and
 - (2) a Member who was a member of the Telstra Productivity Superannuation Scheme on 30 June 1996, no earlier than the expiration of 90 days from the date that the notice is received by the Trustee.

1.21.2 Notice by Principal Employer for Associated Employer.

Subject to part 1.2 and clause 1.21.3, the Principal Employer may give a notice to the Trustee in terms of clause 1.21.1 on behalf of an Associated Employer. The notice is deemed to have been given by the Associated Employer in terms of clause 1.21.1 (whether or not endorsed or confirmed by the Associated Employer) and may not be revoked or varied without the approval of the Principal Employer.

1.21.3 Requirement to consult.

Before exercising any Power exercisable by the Principal Employer under clause 1.21.1 or clause 1.21.2, the Principal Employer will consult with the Union Council with a view to reaching agreement.

1.21.4 Non-payment or inadequacy of Employer payments.

If -

- (a) an Employer has given or is deemed to have given a notice pursuant to clause 1.21.1;
- (b) an Employer fails for any reason to pay an amount to the Fund as and when required under this Deed; or
- (c) having been requested by the Trustee to investigate the Fund and after consulting the Principal Employer, the Actuary advises the Trustee that, having regard to the payments being made and expected to be made to the Fund and the actual and expected assets of the Fund, in the opinion of the Actuary the Fund is inadequate to provide for the actual and expected liabilities of the Fund and that the Trustee should take action under this clause 1.21.4,

then -

- (1) in the case of a notice of termination of payments, unless otherwise agreed between the Trustee and the Principal Employer either generally or in any particular case, no contributions will be accepted from a Member, and no person will be admitted as a Member, during or in respect of any period when an Employer’s payments are or would be terminated in respect of that person pursuant to that notice;
- (2) in any other case, the Trustee may refuse to accept contributions from a Member, and refuse to admit a person as a Member, during or in respect of any period when this clause 1.21.4 applies in respect of the Employer of that person; and
- (3) in any case, the Trustee, after obtaining the advice of the Actuary and subject to clause 1.21.6, may adjust any benefit which is or may become payable to or in respect of any person whom the Trustee may consider is affected by that termination, failure or

inadequacy to the extent and in the manner the Trustee considers appropriate and equitable.

1.21.5 Revocation of notice or remedy of failure or inadequacy.

Subject to any conditions imposed by the Trustee, part 1.2 and clause 1.21.6, an Employer may -

- (a) revoke or vary a notice given or deemed to have been given by that Employer pursuant to clause 1.21.1; or
- (b) remedy a failure or inadequacy which has occurred or arisen in terms of clause 1.21.4,

and, in that event, the Trustee (after obtaining the advice of the Actuary) may adjust the rights and obligations of the persons who, in the opinion of the Trustee, are affected by the revocation, variation or remedy to the extent and in the manner determined by the Trustee.

1.21.6 Adjustment procedures and limits.

An adjusted benefit provided in respect of a person under this part 1.21 may be provided in any manner or form, by way of any arrangements and subject to any conditions determined by the Trustee either generally or in any particular case, and is in lieu of and in full satisfaction of any benefit which would or might have been or become payable from the Fund but for this part 1.21. Unless otherwise agreed between the Trustee and the Principal Employer, an adjustment made pursuant to clause 1.21.4(3) or clause 1.21.5 must not increase the amount of any benefit which, in the opinion of the Trustee after obtaining the advice of the Actuary, has accrued in respect of a person immediately prior to the effective date of that adjustment in respect of the period up to that date or improve the basis upon which benefits accrue during or in respect of any period after that date.

**Part 1.22
General Conditions of Payment of Benefits**

1.22.1 Normal amount and circumstances of payment.

Subject to this division 1, the amount and circumstances of payment of benefits in respect of a Member at any particular time must be determined in accordance with the relevant division of this Deed.

1.22.2 Payment of benefits.

- (a) **Manner and place of payment.** A benefit payable from the Fund is payable at the place and in the manner (including without limitation payment in specie or in kind, payment by electronic means or by way of instalments) determined by the Trustee and, without limiting clause 1.22.5, a person to whom a benefit is payable (whether in that person's own right or for and on behalf of another person) must upon request by the Trustee provide all information and do all acts and things which the Trustee may consider necessary or desirable in effecting payment. The receipt of a Member or Beneficiary for an amount payable to that person is a complete discharge to the Trustee in respect of that amount and the Trustee is not bound to see to the application of that amount.

(b) Interest on benefits.

The Trustee will determine the relevant Declared Rate for the purposes of the whole or any particular provision of this Deed except that the Principal Employer and the Trustee may agree to the Trustee adding interest to all or part of the following benefits:

- (1) any division 2 benefit, other than any relevant Voluntary Account Balance;
- (2) any division 5 benefit, other than any relevant Defined Benefit Member Account Balance, Productivity Accumulation Account Balance, Voluntary Account Balance and Special Accumulation Account Balance; and
- (3) any division 8 benefit, other than any relevant Additional Account Balance, Bridging Account Balance, Defined Benefit Member Account Balance, Member's Account Balance, Productivity Account Balance, Telstra Top-up Account Balance and Voluntary Account Balance,

at the rate agreed between the Principal Employer and the Trustee for all or part of the period between the date the benefit becomes payable out of the Fund to the date it is paid.

1.22.3 Standard of proofs.

Whenever it is necessary under this Deed for the Trustee, an Employer or other person to decide questions of fact, that person may act upon any proofs or presumptions which that person may consider satisfactory, whether or not they are strictly legal proofs or legal presumptions.

1.22.4 No personal claim.

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

1.22.5 Proof of qualification for benefits.

- (a) **Claims and information.** Without limiting part 1.2 or clause 1.23.3, a person's entitlement to a benefit from the Fund is contingent upon -
 - (1) the Trustee or an Employer being notified of that person's claim or intention to make a claim in respect of that benefit in writing or another manner or form reasonably satisfactory to the Trustee and within any period determined or allowed by the Trustee either generally or in any particular case; and
 - (2) the availability to the Trustee or a delegate or nominee of the Trustee of all information, evidence and proofs required by the Trustee, delegate or nominee in order to be fully satisfied as to that person's existence, identity and whereabouts, and that person's entitlement or continued entitlement to receive that benefit, within any period determined or allowed by the Trustee either generally or in any particular case after the date on which the Trustee, delegate or nominee first requires that information, evidence or proof.
- (b) **Failure to comply.** Without limiting clause 1.22.5(a) or clause 1.23.3 -
 - (1) the Trustee may suspend consideration of a person's claim to or payment of a benefit until all required information, evidence and proofs become available to the satisfaction of the Trustee; and

- (2) whether or not any action has been taken to identify, locate, contact or advise a claimant or potential claimant, if at the expiration of any period provided for in clause 1.22.5(a)(1) no person has notified the Trustee or an Employer of a claim or intention to make a claim in respect of a particular benefit, that benefit ceases to be payable and (subject to clause 1.22.5(c)) shall be retained in the Fund.
- (c) **Overriding Trustee discretion.** Upon subsequent production of information, evidence or proofs satisfactory to the Trustee, the Trustee may pay all or part of a relevant benefit to a person whom the Trustee considers would have been entitled to that benefit but for the preceding provisions of this clause 1.22.5, but the Trustee is not under a duty to apply this clause 1.22.5(c) or to consider whether the Trustee should apply this clause, even if the Trustee has actual notice of a relevant matter.

1.22.6 Payment of death benefits.

- (a) **Binding death benefit nominations.** Any benefit payable from the Fund on or after the death of a Member (other than a Complying Pensioner) is payable:
- (1) to the Member's Nominated Beneficiary; or
- (2) in accordance with clause 1.22.6(b) if at the time of the Member's death there is no Valid Nomination Form in respect of the Member or if payment in accordance with clause 1.22.6(a)(1) cannot otherwise be made.
- (b) **Basis of payment.** Subject to clause 1.22.6(a), 1.22.6(c), clause 1.22.6(e), clause 4.4.4, clause 4.5.4 and clause 4.5.5, any benefit payable from the Fund on or after the death of a Member (other than a Complying Pensioner) which under this Deed is not expressed to be payable to or for the benefit of some other specified person or persons must be paid or applied by the Trustee to or for the benefit of one or more of -
- (1) the Member's Dependants; and
- (2) the Member's legal personal representatives,
- to the exclusion of the other or others of them and in the form, manner, proportions and subject to the conditions determined by the Trustee, including payment in instalments to one or more of the Member's Pension Dependants.
- (c) **No Dependants or legal personal representative.** If after such inquiries and such period as the Trustee considers appropriate the Trustee is unable to identify a Dependant or legal personal representative of a deceased Member to its satisfaction, the Trustee may pay or apply the benefit otherwise payable under clause 1.22.6(b) in any other manner permissible under the Relevant Law.
- (d) **Discharge of Trustee.** The receipt of a person to whom an amount is paid by the Trustee under this clause 1.22.6 is a complete discharge to the Trustee in respect of an amount paid to that person and the Trustee is not bound to see to the application of that amount.
- (e) **Form of death benefit payable.** If a death benefit is payable to a Member's Dependand under clause 1.22.6(a) or 1.22.6(b), the Trustee may decide to pay that benefit as a lump sum or as a pension on such terms as the Trustee and that Dependand determine and as required by the Relevant Law, provided that in respect of a Member who dies on or after 1 July 2007 a pension cannot be paid if the Dependand does not satisfy the definition of Pension Dependand.

1.22.7 Beneficiary under disability.

- (a) **Powers of Trustee.** If it appears to the Trustee that a Beneficiary is under a legal disability or is unable for any reason to satisfactorily deal with an amount otherwise payable to the Beneficiary from the Fund, the Trustee may pay or apply the whole or part of any amount payable to the Beneficiary for or towards the maintenance, education, advancement or otherwise for the benefit of the Beneficiary in any form and manner and subject to any conditions determined by the Trustee, including without limitation by way of payment to a person who, in the opinion of the Trustee -
- (1) is a trustee for the Beneficiary, including without limitation a trustee of a separate trust established by the Trustee upon the trusts and with the Powers determined by the Trustee;
 - (2) is a representative, Spouse, child, parent or guardian of the Beneficiary; or
 - (3) has custody or care (or the financial expense of custody or care) of the Beneficiary.
- (b) **Discharge of Trustee.** The receipt of a person to whom an amount is paid by the Trustee under clause 1.22.7(a) is a complete discharge to the Trustee and the Trustee is not bound to see to the application of that amount. The Trustee is not under a duty to have recourse to this clause 1.22.7(b) or to consider whether the Trustee should have recourse to this clause, even if the Trustee has actual notice of a relevant matter.

1.22.8 Provision of benefits.

- (a) **Compulsory provision of benefits.** If, in the opinion of the Trustee, a benefit must be paid or commence to be paid from the Fund to or in respect of a Member upon the occurrence of a particular event or circumstance (notwithstanding that there is no actual termination or interruption of employment) in order to satisfy the Relevant Law:
- (1) the Trustee must pay or commence payment of that benefit subject to such conditions as are necessary to satisfy the Relevant Law; and
 - (2) subject to any contrary agreement between the Trustee and the Principal Employer, for the purposes of determining the amount of or eligibility for payment of any benefit payable pursuant to this Deed in respect of an event or circumstances occurring or arising after the date the benefit is paid or commences to be paid, that Member must be treated for all intents and purposes under this Deed as if that Member had never previously been an Employee or a Member.
- (b) **Voluntary provision of whole benefit.** Subject to clause 1.22.8(c), if in the opinion of the Trustee, a benefit may be paid from the Fund in respect of a Member upon the Member attaining a particular age or upon the occurrence of a particular event or circumstance (notwithstanding that there is no actual termination or interruption of employment) without causing a breach of the Relevant Law:
- (1) the Trustee may pay that benefit; and
 - (2) subject to any contrary agreement between the Trustee and the Principal Employer, for the purposes of determining the amount of or eligibility for payment of any benefit payable pursuant to this Deed in respect of an event or circumstance occurring or arising after the date the benefit is paid, that Member

must be treated for all intents and purposes under this Deed as if that Member had never previously been an Employee or a Member.

- (c) **Voluntary provision of part benefit.** If, in the opinion of the Trustee:
- (1) a benefit may be paid or commence to be paid from the Fund in respect of a Member upon the Member attaining a particular age or upon the occurrence of a particular event or circumstance (notwithstanding that there is no actual termination or interruption of employment) without causing a breach of the Relevant Law; and
 - (2) payment of the benefit under clause 1.22.8(c)(1) does not extinguish the rights and interests of that Member (or the rights and interests of any person entitled to claim in respect of the Member) under this Deed,
- then:
- (3) the Trustee may pay or commence payment of that benefit; and
 - (4) the amount of any further benefit, in respect of an event or circumstance occurring or arising after the date the benefit under clause 1.22.8(c)(3) is paid or commenced to be paid, that is payable in respect of the Member pursuant to this Deed will be determined by the Trustee after obtaining the advice of the Actuary.

1.22.9 Payment of unrestricted non-preserved benefits.

If any part of a Member's Aggregate Account Balance is not subject to preservation under the Relevant Law, the Member may request at any time that any or all of the unrestricted non-preserved part of the Aggregate Account Balance be paid to the Member, subject to the Relevant Law. However, any request for a partial payment must not be less than the minimum amount determined by the Trustee either generally or in a particular case.

Part 1.23 Deductions and Forfeiture

1.23.1 Debts due to Fund or Trustee.

The Trustee may deduct from a Member's or Beneficiary's interest in the Fund or from any moneys which but for this clause 1.23.1 would be payable to or for the benefit of the Member or Beneficiary, and may retain in the Fund, any amount determined by the Trustee to be 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) an amount determined by the Trustee to be necessary to reimburse or compensate the Fund or the Trustee for loss or damage suffered as a result of the fraud, dishonesty or other misconduct of the Member or Beneficiary; and
- (b) interest at any rate and in respect of any period determined by the Trustee.

1.23.2 Debts due to Employer.

Except as permitted, expressly or by necessary implication, under the Relevant Law, the Trustee must not act on, give effect to or otherwise recognise a mortgage, lien, charge or other encumbrance in favour of an Employer in relation to any benefit of a Member or Beneficiary but (subject to part 1.2) a notice given to the Trustee by the Principal Employer pursuant to the

provisions of this clause in force before 30 June 1995 shall continue to have effect as if those previous provisions had continued in force unaltered.

1.23.3 Conditions on benefit entitlements.

(a) **Relevant conditions.**

- (1) Except as permitted, expressly or by necessary implication, under the Relevant Law and without limiting part 1.2, no part of a person's interest or entitlement under this Deed is capable of being assigned to, or of becoming mortgaged, charged or otherwise encumbered in favour of, any other person.
- (2) Subject to part 1.2, it is a condition precedent of a person being entitled to a benefit under this Deed that that person is, at all material times, an Entitled Person.

(b) **Alienation of benefits: protective trust.** If a person is not an Entitled Person by reason of that person falling within paragraph (a) of the definition of Entitled Person in clause 1.1.1, the Trustee must hold any benefit to which, but for the operation of this clause 1.23.3, that person would be entitled under this Deed upon trust to be paid or applied by the Trustee to or for the benefit of one or more of -

- (1) that person;
- (2) that person's Dependants; and
- (3) if that person has died, any other person to whom payment may be made under clause 1.22.6,

to the exclusion of the other or others of them and in the proportions, manner and form, and subject to the trusts and conditions, determined by the Trustee. Without limiting the preceding words, in the exercise of its discretion under this clause in respect of a person, the Trustee may pay any part of a relevant benefit to another person who in the opinion of the Trustee -

- (4) is a trustee for that person or a trustee for a Dependant of that person, including without limitation a trustee of a separate trust established for this purpose by the Trustee upon the trusts and Powers determined by the Trustee;
- (5) is a representative, Spouse, child, parent or guardian of (or an executor or administrator of the estate of) that person or of a Dependant of that person; or
- (6) has the custody or care (or the financial expense of the custody or care) of that person or a Dependant of that person.

(c) **Non-compliance with clause 1.22.5(a).** If a person is not an Entitled Person because of that person's failure to comply with clause 1.22.5(a) to the Trustee's satisfaction, the Trustee may apply any benefit to which, but for the operation of this clause 1.23.3, that person would be entitled under this Deed in any manner which is permissible under the Relevant Law and the Trustee considers appropriate, including without limitation in the manner provided in clause 1.22.5(c).

(d) **Discharge of Trustee.** The receipt of a person to whom the Trustee is authorised to pay an amount under this clause 1.23.3 is a complete discharge to the Trustee and the fact that a person is not an Entitled Person at the time an amount is paid to that person

by the Trustee may not be asserted as a breach of duty by the Trustee and shall not result in any liability for the Trustee.

1.23.4 Consequential adjustments.

Subject to part 1.2 -

- (a) the Trustee may adjust the rights, interests and obligations of any person (and of any other person otherwise entitled to claim in respect of that person or on the occurrence of an event or circumstance affecting that person) in the manner and to the extent the Trustee considers appropriate in taking account of clause 1.23.1, clause 1.23.2 or clause 1.23.3; and
- (b) if, having ceased to be an Entitled Person, a person subsequently becomes an Entitled Person, the Trustee may re-adjust any such right, interest or obligation in the manner, to the extent and on the conditions the Trustee considers appropriate, but the Trustee is not under a duty to apply this paragraph (b), or to consider whether the Trustee should apply this paragraph, even if the Trustee has actual notice of a relevant matter.

Part 1.24 Employers: Miscellaneous Provisions

1.24.1 Employer's Powers not affected.

Nothing in this Deed prejudices the Powers of an Employer regarding the dismissal or remuneration of or any dealings whatever with any of its officers, employees or servants. Any benefit to which a person may be entitled under this Deed must not be used or alleged or claimed as damages or as grounds for increasing damages in any action or claim by or in respect of that person against an Employer in relation to the dismissal of or other dealings with that person by the Employer.

1.24.2 Employer's Powers.

Except to the extent otherwise expressly provided elsewhere in this Deed, in the exercise, non-exercise or partial exercise of each Power exercisable by it under this Deed, the Principal Employer or an Associated Employer has an absolute and uncontrolled discretion and is not subject to any fiduciary or like duty, obligation or standard.

1.24.3 Appointment of Receiver.

If a receiver, receiver and manager, liquidator or trustee in bankruptcy is appointed in respect of an Employer or the whole of the property of an Employer or if an Employer is placed under the official management of a person or a committee of management (collectively called "Receiver"), until the Receiver is discharged from or otherwise ceases to hold office all Powers exercisable by the Employer are exercisable by the Receiver and references in this Deed to that Employer are deemed to be references to the Receiver.

Part 1.25 Notices

1.25.1 Normal procedures.

A notice, cheque or other written matter (collectively called "notice" in this part 1.25) may be given to any person by handing it to that person personally, by leaving it at that person's address last known to the person giving the notice or by sending it to that address by ordinary

prepaid post (including, in the case of a body corporate, the registered office or principal place of business of that body).

1.25.2 Other procedures.

Without limiting clause 1.25.1, notification of any matter may also be given by the Trustee or an Employer -

- (a) to an Employee (whether or not a Member) by way of -
 - (1) a notice placed on a notice board; or
 - (2) a notice included in a magazine, newsletter or other publication,

utilised (either generally or for any particular purpose) for information dissemination purposes at a normal workplace of the Employee or any other place the Employee could reasonably be expected to visit in the course of the Employee's normal duties; and
- (b) to any person -
 - (1) by way of a notice placed in a newspaper circulating in those places the Trustee may consider appropriate in the circumstances; or
 - (2) by way of any data or image transmission or communication facility or medium, including without limitation facsimile and electronic mail.

1.25.3 Receipt of notices.

A notice is deemed to have been received -

- (a) in the case of a notice given by hand, at the time of delivery;
- (b) in the case of a notice given by post, at the expiration of 3 normal working days (in the location at which the notice is posted) after posting;
- (c) in the case of a notice placed on a notice board as provided in clause 1.25.2(a)(1), 2 normal working days (at the location of the notice board) after the notice is placed on the notice board;
- (d) in the case of a notice included in a magazine, newsletter or other publication as provided in clause 1.25.2(a)(2), 5 normal working days (at the location at which the publication is published) after the date of publication;
- (e) in the case of a notice published in a newspaper as provided in clause 1.25.2(b)(1), 2 calendar days after the date the newspaper is published; or
- (f) in the case of a notice given by way of a facility or medium falling within clause 1.25.2(b)(2), when transmitted to the addressee (whether or not legibly received),

or, in any case, at any later date which the Trustee may determine to be appropriate in the circumstances.

Part 1.26 Applicable Currency and Law

1.26.1 Australian currency.

Except as otherwise expressly provided in this Deed or as otherwise determined by the Trustee either generally or in any particular case, all monetary liabilities and obligations imposed on the Fund or any person under this Deed (including without limitation contributions and benefits payable under this Deed) must be calculated and expressed in Australian currency using a basis of conversion into Australian currency determined or approved by the Trustee.

1.26.2 Proper law.

- (a) This Deed is governed by, and takes effect and must be construed in accordance with, the proper law of this Deed.
- (b) The proper law of this Deed is the law of the State of Victoria or of any other State or Territory of Australia agreed between the Trustee and the Principal Employer.

Part 1.27 Portability of Benefits

1.27.1 Transfers into the Fund.

- (a) **General powers.** Subject to part 1.2, this clause 1.27.1 and clause 1.27.3, the Trustee and the Principal Employer may agree to the Trustee making or carrying into effect an arrangement whereby -
 - (1) either generally or in any particular case in respect of a participant or former participant in an Approved Benefit Arrangement -
 - (A) that person, if not already a Member or Beneficiary, becomes a Member or Beneficiary;
 - (B) moneys and assets are paid or transferred to the Fund in respect of that person; and
 - (C) that person is granted such rights and has such obligations under this Deed (whether in addition to or in lieu of any rights or obligations otherwise arising under this Deed) as may be agreed between the Trustee and the Principal Employer, after obtaining the advice of the Actuary; or
 - (2) the Trustee receives amounts into the Fund which are not attributable to any particular Member from another Approved Benefit Arrangement and those amounts are dealt with as the Trustee determines.
- (b) **Rights contingent.** The rights granted in respect of a person pursuant to an arrangement entered into under clause 1.27.1(a)(1) are contingent upon that arrangement operating as anticipated by the Trustee and the Principal Employer. In particular, if money or property is not made available to the Fund in respect of a person in accordance with the Principal Employer's expectations in connection with such an arrangement, the Trustee (after obtaining the advice of the Actuary and subject to part 1.2) must adjust the benefits to be provided for and in respect of that person in the

manner and to the extent determined by the Principal Employer and notified to the Trustee.

- (c) **Former CSS Members.** For the avoidance of doubt and without limiting clause 1.27.1(b), it is expressly provided that, in the case of a Former CSS Member, the provision of benefits in relation to Credited CSS Service is contingent upon arrangements being made and implemented to the satisfaction of the Principal Employer and the Trustee regarding the availability to the Fund of moneys and assets from and in respect of the Commonwealth Superannuation Scheme.

1.27.2 Transfers from the Fund (or between divisions).

- (a) **With consent - portability of benefits during period as an Employed Member.** Without limiting any other provision of this clause 1.27.2 but subject to part 1.2 and clause 1.27.3, the Trustee and the Principal Employer may agree to the Trustee making or carrying into effect an arrangement whereby, with the consent of the Employed Member, there is paid or transferred part or all of an amount agreed, or determined in a manner agreed, between the Trustee and the Principal Employer from one or more divisions of the Fund to one or more of the following -
- (1) an Approved Benefit Arrangement in which an Employed Member participates or is eligible to participate; or
 - (2) any other division of the Fund.
- (b) **With consent - portability of benefits after benefit has become payable.** Without limiting any other provision of this clause 1.27.2 but subject to part 1.2 and clause 1.27.3, in lieu of providing all or part of a benefit from the Fund in respect of a Beneficiary, the Trustee with the consent of the Beneficiary may pay or transfer to or towards an Approved Benefit Arrangement in which the Beneficiary participates or is eligible to participate or to division 4 -
- (1) an amount representing the value of all or that part of the benefit, as determined by the Trustee; or
 - (2) any greater amount agreed between the Trustee and the Principal Employer but not exceeding the Beneficiary's Equitable Share.
- (c) **Compulsory - transfer of defined benefit Member to division 6 following choice of fund election.** Subject to part 1.2 and clause 1.27.3, in respect of an Employed Member who is a member of division 2 or division 5, if in accordance with this Deed all contributions by the Member's Employer in respect of the Member have ceased in accordance with clause 1.21.1 because the Member is, or is eligible to become, a participant in another Approved Benefit Arrangement as a result of making a "choice of fund" election under the SG Act, then the Trustee must –
- (1) cause the Member's benefit under division 2 or division 5 (as applicable) to be calculated (as if the Member had ceased to be an Employee) ("**Withdrawal Benefit**"); and
 - (2) without obtaining the consent of the Member, cause that Withdrawal Benefit to be credited to a Member's Account which the Trustee will establish for the Member under division 6; and

- (3) upon that Withdrawal Benefit being transferred or credited in accordance with clause 1.27.2(c)(2), the Member's right or claim to any benefit under division 2 or division 5 (as applicable) is extinguished,

but the Trustee must refrain from making a transfer under this clause 1.27.2(c) if and for so long as the Trustee considers it is necessary to do so in order to comply with any applicable requirement of a Relevant Law.

- (d) **Compulsory – Successor fund transfer.** Subject to part 1.2 and clause 1.27.3, if in respect of a Member -

- (1) in accordance with this Deed all contributions by and in respect of the Member have ceased;
- (2) the Member is a participant in or is eligible to become a participant in another Approved Benefit Arrangement (which, in the case of an Employed Member, is maintained by an Employer for some or all of its Employees and is nominated by the Principal Employer for this purpose), the governing rules of which permit the transfer; and
- (3) the circumstances are such as to satisfy any applicable requirements of the Relevant Law concerning transfers without Member consent,

the Trustee must cause to be paid or transferred from the Fund to that Approved Benefit Arrangement (without obtaining the Member's consent) an amount equal to the Member's Fund Interest or, in the case of an Employed Member, any greater amount agreed between the Trustee and the Principal Employer, but not exceeding the Member's Equitable Share.

- (e) **Compulsory – automatic transfer of Employed Member's benefits after cessation of employment.** Subject to part 1.2, clause 1.27.3 and any contrary agreement between the Trustee and Principal Employer, if a Member ceases to be an Employee and becomes entitled to a benefit under the relevant division, the Trustee may, without obtaining the consent of the Member, cause the value of that benefit to be transferred to:

- (1) division 4 of the Fund; or
- (2) an Approved Benefit Arrangement approved by the Trustee; or
- (3) any other division of the Fund, provided that the Member is, or is about to be, employed by an Employer which makes contributions to that division.

- (f) **Compulsory – general provision for transfer of Beneficiary's benefit in absence of payment instructions.**

Subject to part 1.2, clause 1.27.3 and any contrary agreement between the Trustee and Principal Employer, if a Beneficiary does not take all steps which, in the opinion of the Trustee, are reasonably necessary in order to ensure that the value of the benefit payable to the Beneficiary (including without limitation any deferred or preserved benefit), is transferred to an Approved Benefit Arrangement or to the relevant division of the Fund, the Trustee may, without obtaining the consent of the Beneficiary, cause the value of that benefit to be transferred to:

- (1) division 4 of the Fund; or

- (2) an Approved Benefit Arrangement approved by the Trustee; or
- (3) any other division of the Fund, provided that the Beneficiary is, or is about to be, employed by an Employer which makes contributions to that division.

1.27.3 General provisions concerning transfers.

- (a) **Method of transfers out.** The Trustee may effect a payment or transfer from the Fund under clause 1.27.2 by way of payment of money or transfer of assets.
- (b) **Discharge of Trustee.** The receipt of the trustees of, or of another person responsible for, an Approved Benefit Arrangement (including, in the case of an annuity effected in respect of a Member, the body providing that annuity) is a complete discharge to the Trustee and the Trustee is not responsible for the application or disposal of money or assets so paid or transferred.
- (c) **Transfers of Employed Members between divisions.** Subject to part 1.2, clause 1.16.7(b) and this clause 1.27.3, if an Employed Member who is a member of one division (“**former division**”) becomes a member of another division (“**new division**”), then the Trustee must cause an amount equal to the Member’s withdrawal benefit under the former division to be credited to an account for the Member under the new division and upon that amount being credited, the Member’s right or claim to any benefit under the former division is extinguished.
- (d) **Effect of transfer on benefits.**
 - (1) Unless otherwise agreed between the Principal Employer and the Trustee -
 - (A) upon payment or transfer from the Fund of a Member’s or Beneficiary’s Fund Interest in accordance with clause 1.27.2, all of the rights and interests of that Member or Beneficiary under this Deed (and all of the rights and interests of any person otherwise entitled to claim in respect of the Member or Beneficiary or on the occurrence of any event or circumstance affecting the Member or Beneficiary) are extinguished; and
 - (B) upon payment or transfer from the Fund in accordance with clause 1.27.2 of the whole of the value of a benefit otherwise payable from the Fund to or in respect of a Member or Beneficiary, all of the rights and interests of that Member or Beneficiary under this Deed in respect of that benefit are extinguished.
 - (2) In the case of a payment or transfer from the Fund in respect of a Member or Beneficiary in accordance with clause 1.27.2 which does not fall within clause 1.27.3(d)(1), the rights and interests of that Member or Beneficiary under this Deed (and the rights and interests of any person otherwise entitled to claim in respect of the Member or Beneficiary or on the occurrence of any event or circumstance affecting the Member or Beneficiary) are extinguished or adjusted in the manner and to the extent the Trustee and the Principal Employer, after obtaining the advice of the Actuary, agree to be appropriate and equitable in taking account of that payment or transfer.
- (e) **Overriding compliance conditions.** All payments and transfers into the Fund under clause 1.27.1, and out of the Fund under clause 1.27.2, shall be subject to such conditions as the Trustee considers necessary in order to satisfy the Relevant Law, including without limitation conditions necessary to satisfy conditions imposed under a Relevant Law concerning the deferral or preservation of a benefit.

- (f) **Unilateral Trustee powers under Supervision Act.** The Trustee is empowered and, in certain circumstances, required by the Supervision Act to make unilateral payments and transfers from the Fund, and (to the extent provided in the Supervision Act) may do so notwithstanding anything in this Deed to the contrary.

Part 1.28
Amendment Powers and Procedures

1.28.1 Amendments to comply with Relevant Law.

Subject to clause 1.28.3, the Principal Employer and the Trustee may by deed or by oral or written resolution (including in either case a resolution of its Board) amend, add to, revoke or replace all or any of the trusts and provisions of this Deed (including without limitation this part 1.28) in order to comply with any applicable requirement of a Relevant Law.

1.28.2 Other amendments.

Subject to clause 1.28.3, the Principal Employer by deed or by oral or written resolution (including without limitation a resolution of the Board) may amend, add to, revoke or replace all or any of the trusts and provisions of this Deed (including without limitation this part 1.28) as the Principal Employer sees fit but no such amendment, addition, revocation or replacement (collectively called an “amendment”) shall -

- (a) in the case of an amendment to which the consent of the Trustee is required under a Relevant Law, be made without the consent of the Trustee; and
- (b) in any case, take effect in respect of a Member or Beneficiary unless -
 - (1) the Actuary certifies that that amendment will not reduce the amount of any benefit presently or prospectively payable in respect of the Member or Beneficiary to the extent that that benefit has accrued in respect of the period up to the date the relevant deed is executed or the relevant resolution is made;
 - (2) that amendment is approved in writing by the Regulator; or
 - (3) that amendment is approved in writing by that Member or Beneficiary,

and, for the avoidance of doubt, it is expressly provided that the trusts and provisions of this Deed may be entirely replaced by amendments made in accordance with this clause 1.28.2.

1.28.3 Restrictions on amendments.

- (a) **Requirements of Supervision Act.** The Supervision Act contains conditions concerning the amendment of the governing rules of superannuation schemes, which must be complied with when making amendments under this part 1.28. In particular, no amendment may be made under this part 1.28 which is prohibited under the Supervision Act.
- (b) **Requirement to consult with Union Council.** Before exercising any Power exercisable by the Principal Employer under clause 1.28.2, the Principal Employer will consult with the Union Council with a view to reaching agreement.
- (c) **Division 5.** In the case of:

(1) a Member who is for the time being categorised as a member of division 5 of the Fund; and

(2) any other person entitled to claim in respect of that Member,

(each called a “Protected Person”), no amendment, addition, revocation or replacement may be made under clause 1.28.2 which would:

(3) alter adversely a Protected Person’s right to claim or receive a benefit, or the manner of calculation of a benefit, under the provisions of division 5 of this Deed in force on the date the member of division 5 was last categorised as a member of division 5;

(4) alter clause 5.1.1(c); or

(5) increase the obligation of the member of division 5 to contribute to the Fund,

unless the Trustee consents to that amendment, addition, revocation or replacement.

(d) **Division 8.** In the case of:

(1) a Member who is categorised as a “Former Fund Member” under clause 8.1.2; and

(2) any other person entitled to claim in respect of that Member,

(each called a “Protected Person”), no amendment, addition, revocation or replacement may be made under clause 1.28.2 which would:

(3) increase the obligation of that Member to contribute to the Fund; or

(4) be, in the opinion of the Trustee, to the detriment of the Protected Person.

1.28.4 Effective date of amendments.

Any amendment, addition, revocation or replacement made in accordance with this part 1.28 takes effect on the effective date specified in the relevant deed or resolution or, if no date is so specified, the date of that deed or resolution.

Part 1.29 Reserve Account

1.29.1 Establishment.

The Trustee may establish in respect of the Fund in accordance with this part 1.29 one or more accounts to be called the Reserve Account.

1.29.2 Credits and debits to Reserve Account.

There will be credited to the Reserve Account:

(a) any amount which in accordance with clause 1.22.5 or part 1.23 is debited to a Member’s account and which is not otherwise applied in accordance with those provisions;

- (b) any bonus, refund or rebate paid to the Fund in respect of Group Life Insurance effected under this Deed; and
- (c) any other amounts which this Deed may require to be credited to the account or which the Trustee may determine to credit to the account,

and there will be debited to the Reserve Account:

- (d) any amount to be debited to the account in accordance with clause 1.29.3; and
- (e) any amounts which the Trustee may determine to debit to the account in respect of Tax, Fund Expenses or Group Life Insurance; and
- (f) any other amounts which this Deed may require to be debited to the account or which the Trustee may determine to debit to the account,

and investment earnings at the Declared Rate will be periodically allocated to the Reserve Account (by credit or debit, as the case may require).

1.29.3 Application of credit balance in Reserve Account.

- (a) **Payments from Reserve Account.** The Trustee may debit amounts to the Reserve Account for any purpose which the Trustee may consider to be appropriate and in accordance with the Relevant Law, including without limitation in order to:
 - (1) increase a Member's Fund Interest; and
 - (2) pay Tax, Fund Expenses or the costs of Group Life Insurance.
- (b) **Investment fluctuation reserve.** The Trustee may maintain an unallocated credit balance in the Reserve Account for the purpose of reducing fluctuations in the rates of investment earnings allocated to the accounts of the Fund from time to time but the Trustee must ensure that the credit balance at any time does not exceed an amount which would cause the Fund to be in breach of or to fail to comply with an applicable requirement of the Relevant Law.

**DIVISION 2
DEFINED BENEFIT PLAN**

**Part 2.1
Application and Interpretation**

2.1.1 Application of division 2.

- (a) This division 2 is always subject to division 1 of this Deed, and division 1 prevails over this division 2 to the extent of any conflict.
- (b) This division 2 only applies to and in respect of a member of the Fund who is for the time being categorised as a Member of this division 2.

2.1.2 Definitions.

In this division 2, unless the contrary intention appears or the context requires otherwise:

“Accrued Benefit Multiple” means in relation to a Member as at any particular date the multiple which is the sum of -

- (a) the lesser of the Member’s Fund Multiple and the Member’s Constant 5% Multiple;
- (b) the Member’s Excess Contributions Multiple, if any; and
- (c) in the case of a Former CSS Member, the sum of -
 - (1) the product of 0.20 and the Member’s Credited CSS Service; and
 - (2) the Member’s Supplementary CSS Multiple, if any.

“Accrued Retirement Benefit” means in relation to a Member as at any particular date the product of the Member’s Accrued Benefit Multiple and the Member’s Final Average Salary.

“Accumulation Contributions” means the contributions the Member or his or her Spouse has selected or is deemed to have selected for the time being in accordance with clause 2.2.5.

“Constant 5% Multiple” means in relation to a Member as at any particular date the product of 0.20 and the number of years (and any fraction of a year not forming part of a complete year) of Division 2 Membership completed by the Member.

“Defined Benefit Contribution Rate Option” means 0%, 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9% or 10% of Salary (or any other percentage of Salary agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case) and, when used in relation to a Member, means whichever of the permitted percentages the Member has selected or is deemed to have selected for the time being in accordance with clause 2.2.1.

“Excess Contributions Multiple” means in relation to a Member whose Fund Multiple is greater than the Member’s Constant 5% Multiple the multiple determined in accordance with the following formula -

$$\text{Excess Contributions Multiple} = \frac{(\text{FM} - \text{CM5})}{2.4}$$

Where:

“CM5” is the Member’s Constant 5% Multiple; and

“FM” is the Member’s Fund Multiple.

“**Final Average Salary**” means in relation to a Member the average of the Member’s annual rate of Salary as at the Salary Review Dates falling within the period of 3 years of Superannuation Membership immediately preceding the date the Member ceases to be an Employee (or the actual period of Superannuation Membership immediately preceding that date, if less than 3 years) but, subject to part 1.2 and clause 1.18.5, by written notice given to the Trustee the Principal Employer may specify that the Final Average Salary of a Member or a class of Members is to be another amount or calculated in another manner either indefinitely or for a specified period and for the purposes of the whole or any particular provision of this Deed.

“**Fund Multiple**” means in relation to a Member as at any particular date the multiple which is equal to the sum, for all values of C, of the amount calculated in accordance with the following formula -

$$\text{Fund Multiple} = [0.08 + (2.4 \times C)] \times \text{FMC}$$

Where:

“C” is a particular Defined Benefit Contribution Rate Option which has applied in respect of the Member during the Member’s Division 2 Membership in accordance with part 2.2; and

“FMC” is the aggregate period of Division 2 Membership during which the “C” Defined Benefit Contribution Rate Option applied in respect of the Member in accordance with part 2.2.

“**Member**” means an Employee who is categorised by the Principal Employer as a Member of this division 2.

“**Member Financed Benefit**” means in relation to a Member as at any particular date the greater of the total of the Member’s own contributions to the Fund under clause 2.2.1 and the amount determined in accordance with the following formula -

$$\text{Member Financed Benefit} = \text{FAS} \times (\text{FCM} + \text{CM})$$

Where:

“FAS” is the Member’s Final Average Salary;

“FCM” is the sum, for all values of C, of the product of C and FMC, where C and FMC have the same meanings as in the definition of Fund Multiple; and

“CM” is, in the case of a Former CSS Member, the multiple which is the sum of -

(a) the product of 0.05 and the number of years (and any fraction of a year not forming part of a complete year) of Credited CSS Service completed by the Member; and

(b) the Member’s Supplementary CSS Multiple, if any.

“**Other Division Benefit**” means in relation to an Other Division Member in any particular circumstances and in relation to any other division (“Relevant Other Division”) -

(a) the benefit determined at the date the Other Division Member ceases to be an Employee as if that Member had ceased to be an Employee under the Relevant Other

Division in the same (or what the Trustee determines to be the closest equivalent) circumstances but ignoring -

- (1) any period when that Member was classified as a member of any division other than the Relevant Other Division; and
 - (2) any benefits accrued or accumulated under any division other than the Relevant Other Division; or
- (b) any other benefit determined, as agreed between the Trustee and the Principal Employer from time to time upon the advice of the Actuary, either generally or in any particular case.

“Other Division Member” means a Member who at any time during Superannuation Membership has been classified as a member of any division other than this division 2.

“Salary” is determined in respect of a Member as at each Salary Review Date and a Member's Salary as at any particular date is the Salary notified to the Trustee by the Employer as at the coincident or immediately preceding Salary Review Date, but -

- (a) subject to any contrary agreement between the Member and the Employer (with the approval of the Principal Employer where it is not the Member's Employer) and to paragraph (b) below -
 - (1) a Member's Salary as at any particular Salary Review Date during Division 2 Membership will not be less than the Salary which applied to the Member as at any preceding Salary Review Date during Division 2 Membership; and
 - (2) a Member's Salary as at a Salary Review Date falling during a period of Division 2 Membership when the Member is absent from active employment with the Employer without pay is the Salary which would have applied in respect of the Member as at that Salary Review Date if the Member had then been actively employed in the position held by the Member with the Employer immediately before the commencement of that period of absence;

and

- (b) subject to part 1.2 and clause 1.18.5, by written notice given to the Trustee the Principal Employer may specify that the Salary of a Member or a class of Members is to be another amount or calculated in another manner either indefinitely or for a specified period and for the purposes of the whole or any particular provision of this Deed.

“Salary Review Date” means in relation to a Member -

- (a) each of the Member's birthdays during the Member's Superannuation Membership; and
- (b) in the case of a Member whose Superannuation Membership commences on a day which is not the Member's birthday and whose Superannuation Membership does not include at least one birthday, the date on which the Member's Superannuation Membership commenced,

or any other date or dates agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case. In the case of a Member who was born on 29 February in a leap year, the Member's birthday in each non-leap year shall be deemed to be 1 March.

“Supplementary CSS Multiple” means in relation to a Former CSS Member who paid supplementary contributions to the Commonwealth Superannuation Scheme during the Member’s Credited CSS Service, the multiple obtained by dividing (a) by (b), where -

“(a)” is the amount of the Member’s supplementary contributions to the Commonwealth Superannuation Scheme during the Member’s Credited CSS Service accumulated with interest up to the date the Member became a member of the Fund at the rate or rates applicable for the relevant purposes under the Commonwealth Superannuation Scheme, as notified to the Trustee by the Principal Employer; and

“(b)” is the Member’s Final Average Salary as at the date of becoming a member of the Fund.

“Total and Permanent Disablement” means, in relation to a Member, disablement as a result of which -

- (a) unless otherwise agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case, the Member has been continuously absent from all active Work for a period of at least six months and has been required by the Employer to participate in a Rehabilitation Programme; and
- (b) in the opinion of the Trustee after consideration of any information, evidence and advice provided to the Trustee by the Employer and any other information, evidence and advice the Trustee may consider relevant, the Member has ceased to be an Employee and is unlikely ever to engage in any gainful Work for which the Member is for the time being reasonably qualified by education, training or experience,

but -

- (1) Total and Permanent Disablement does not include disablement the existence or continuation of which, in the opinion of the Trustee after consideration of any information, evidence and advice provided to the Trustee by the Employer and any other information, evidence and advice as the Trustee may consider relevant, is attributable to a material extent to deliberate action or inaction by any person for the purpose of causing a benefit to become or to continue to be payable from the Fund, including without limitation what the Trustee considers to be an unreasonable refusal to submit to treatment; and
- (2) a Member who is required by the Employer to participate in a Rehabilitation Programme will not be considered to have suffered Total and Permanent Disablement unless the Member participates in that Programme to the satisfaction of the Trustee.

“Voluntary Account” means in relation to a Member the account maintained in respect of the Member in accordance with part 2.4.

“Voluntary Account Balance” means in relation to a Member as at any particular date the credit balance (if any) in the Member’s Voluntary Account after all relevant credits and debits have been made to that account.

2.1.3 Membership.

Subject to clause 1.27.2, in the case of a Member who at any time since last becoming a member of the Fund was categorised as a member of another division, except for determining and applying the definition of Other Division Benefit as expressly provided in this division 2, the period when that Member was categorised as a member of another division, and any benefits accumulated or accrued under another division shall not be taken into account under this division 2.

Part 2.2 Contributions

2.2.1 Defined Benefit Contribution Rate Options.

A Member must contribute to the Fund during the Member's Division 2 Membership at whichever of the permissible Defined Benefit Contribution Rate Options is selected or deemed to be selected by the Member in accordance with this part 2.2.

2.2.2 Initial selection of Defined Benefit Contribution Rate Option.

Subject to clause 2.2.4, upon first becoming a Member of division 2, a Member must select which of the permissible Defined Benefit Contribution Rate Options is to apply to the Member with effect from the commencement of Division 2 Membership. Unless otherwise agreed between the Member, the Trustee and the Principal Employer, a Member who does not make an effective selection when first eligible to do so is deemed to have initially selected the 0% Defined Benefit Contribution Rate Option.

2.2.3 Change of Defined Benefit Contribution Rate Options.

Subject to clause 2.2.4, a Member may change the Member's rate of contributions by selecting another of the permissible Defined Benefit Contribution Rate Options which the Member wishes to apply with effect from the first day of the pay period which commences on or next follows the date the Employer receives the Member's selection form.

2.2.4 Permitted selection method.

A Member's selection of the applicable Defined Benefit Contribution Rate Option is effective only if made by the Member in writing in a form agreed between the Trustee and the Employer and received by the Employer.

A selection which does not satisfy these conditions is void.

2.2.5 Voluntary Accumulation Contributions.

In addition to any contributions which a Member makes under clause 2.2.1, a Member and his or her Spouse may make additional voluntary Accumulation Contributions to the Fund as the Trustee approves from time to time.

2.2.6 Employer Contributions.

The Employer may, and must as agreed with the Member, contribute to the Fund any additional amount which the Employer may determine either generally or in respect of any particular Member.

Part 2.3 Benefits: Amount and Circumstances of Payment

2.3.1 Retirement benefits.

If -

- (a) a Member ceases to be an Employee on or after attaining age 55; or

- (b) subject to clause 1.22.8, a Member has not ceased to be an Employee, but the Trustee is satisfied that a benefit may be paid under this clause 2.3.1 without causing the Fund to be in breach of or to fail to comply with any applicable requirement of the Relevant Law,

and no benefit is payable under clause 2.3.2, 2.3.3 or 2.3.4, there is payable to the Member from the Fund a lump sum benefit of an amount equal to the sum of -

- (c) the Member's Accrued Retirement Benefit; and
- (d) the Member's Voluntary Account Balance, if any; and
- (e) the Member's Other Division Benefit, if any.

2.3.2 Death benefits.

If a Member dies:

- (a) while an Employee during a period of Division 2 Membership; or
- (b) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

there is payable in respect of the Member in accordance with clause 1.22.6 a lump sum benefit of an amount equal to the sum of -

- (c) the Member's Accrued Retirement Benefit as at the date of death; and
- (d) if the Member dies before attaining the age of 60 years, the amount determined in accordance with the formula $FAS \times 0.20 \times FM60$, where -

"FAS" is the Member's Final Average Salary as at the date of death; and

"FM60" is the number of years (and any fraction of a year not forming part of a complete year) between the date of death and the 60th anniversary of the Member's date of birth; and

- (e) the Member's Voluntary Account Balance, if any; and
- (f) the Member's Other Division Benefit, if any.

2.3.3 Total and Permanent Disablement benefits.

Subject to part 2.4, if a Member:

- (a) ceases to be an Employee during a period of Division 2 Membership because of Total and Permanent Disablement; or
- (b) within 30 days of ceasing to be an Employee, becomes disabled to the extent that the Member would have been entitled to a Total and Permanent Disablement benefit if the Member had remained an Employed Member, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

there is payable to the Member from the Fund a lump sum benefit of an amount equal to the benefit which would have been payable under clause 2.3.2 if the Member had died on the date

on which the Member ceased to be an Employee or any other date agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case.

2.3.4 Retrenchment.

- (a) **Categories of Members.** For the purposes of this clause 2.3.4, Members who cease to be Employees in circumstances where no benefit is payable under clause 2.3.2 or clause 2.3.3 shall be divided into 2 categories, namely -
- (1) "Retrenched Members", being Members who are categorised by the Principal Employer by written notice to the Trustee as having ceased to be Employees in circumstances which constitute retrenchment; and
 - (2) Members who are not so categorised and to whom clause 2.3.4(b) does not apply.
- (b) **Benefits for Retrenched Members.** If a Member becomes a Retrenched Member there shall be payable to the Retrenched Member a lump sum benefit of an amount equal to the sum of -
- (1) the Member's Accrued Retirement Benefit; and
 - (2) the Member's Voluntary Account Balance, if any; and
 - (3) the Member's Other Division Benefit, if any.

2.3.5 Withdrawal benefits.

- (a) **Circumstances of Payment.** Subject to part 2.4, if a Member ceases to be an Employee in circumstances where no benefit is payable under any other provision of this division 2, there is payable to the Member from the Fund a lump sum benefit equal to the sum of -
- (1) an amount determined as at the date the Member ceases to be an Employee in accordance with whichever of clause 2.3.5(b), clause 2.3.5(c) or clause 2.3.5(d) applies, depending upon the period of Superannuation Membership completed by the Member; and
 - (2) the Member's Voluntary Account Balance, if any; and
 - (3) the Member's Other Division Benefit, if any.
- (b) **Less than 3 months of Superannuation Membership.** If the Member has completed less than 3 months of Superannuation Membership, an amount equal to the Member's Member Financed Benefit is payable.
- (c) **At least 3 months but less than 60 months of Superannuation Membership.** If the Member has completed at least 3 months of Superannuation Membership but less than 60 months of Superannuation Membership, the amount payable is the amount determined in accordance with the following formula -

$$\text{Benefit} = \text{FAS} \times [(0.40 \times \text{A}) + \text{B} + \text{C}]$$

Where:

"A" is the Member's Accrued Benefit Multiple less B;

- “B” is the sum of the Member’s Excess Contributions Multiple, if any, and the Member’s Supplementary CSS Multiple, if any;
- “C” is the greater of zero (0) and the multiple determined in accordance with the formula $0.15 \times (SM-1) \times A$;
- “FAS” is the Member’s Final Average Salary; and
- “SM” is the number of years (and any fraction of a year not forming part of a complete year) of Superannuation Membership completed by the Member.

- (d) **60 months or more of Superannuation Membership.** If the Member has completed 60 months or more of Superannuation Membership, an amount equal to the Member’s Accrued Retirement Benefit is payable.

Part 2.4 Voluntary Account

2.4.1 Maintenance of account.

The Trustee must cause to be maintained in respect of each Member:

- (a) who makes Accumulation Contributions pursuant to clause 2.2.5; or
 - (b) for whom the Trustee determines to establish an accumulation account,
- an account to be called the Voluntary Account.

2.4.2 Credits and debits.

There shall be credited to a Member’s Voluntary Account -

- (a) the contributions made by or in respect of the Member under clause 2.2.5;
- (b) any contributions made by the Principal Employer under clause 2.2.6 or because of an arrangement under part 1.18;
- (c) any amounts transferred in respect of the Member from another division of the Fund;
- (d) any amount transferred in respect of the Member from an Approved Benefit Arrangement in accordance with this Deed and which the Trustee determines to credit to the Voluntary Account;
- (e) any amount that the Member elects to transfer to the Member’s Voluntary Account that is a “transitional termination payment” (within the meaning of the Tax Act) payable in respect of the Member from an employer;
- (f) investment earnings at the Declared Rate (if positive);
- (g) any contributions made in respect of the Member as an Eligible Spouse;
- (h) any Additional Insurance Benefit; and
- (i) any other amounts which this Deed may require to be credited to the Voluntary Account or which the Trustee and the Principal Employer agree to credit to the Voluntary Account,

and there shall be debited to the Member's Voluntary Account -

- (j) any amounts transferred in respect of the Member to an Approved Benefit Arrangement in accordance with this Deed and which the Trustee determines to debit to the Voluntary Account;
- (k) any amounts transferred to another division of the Fund;
- (l) any benefit payable from the Voluntary Account;
- (m) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance;
- (n) investment earnings at the Declared Rate (if negative); and
- (o) any other amounts which this Deed may require to be debited to the Voluntary Account or which the Trustee and the Principal Employer agree to debit to the Voluntary Account.

DIVISION 3
[Deleted.]

DIVISION 4

Part 4.1 Application and Interpretation

4.1.1 Application of division 4.

- (a) This division 4 is always subject to division 1 of this Deed, and division 1 prevails over this division 4 to the extent of any conflict.
- (b) This division 4 only applies to and in respect of a member of the Fund who is for the time being categorised as a Member of this division 4.

4.1.2 Definitions.

In this division 4, unless the contrary intention appears or the context requires otherwise:

"AB Pension Account" means, in relation to an Account Based Pensioner, the account of that name maintained in respect of the Account Based Pensioner in accordance with clause 4.4.2.

"AB Pension Account Balance" means, in relation to an Account Based Pensioner, as at any particular date, the credit balance (if any) in the Account Based Pensioner's AB Pension Account, after all relevant credits and debits have been made to that account.

"Account Based Pension" means a pension which complies with the standards for an account based pension set out in the Relevant Law.

"Allocated Pension" means a pension which complies with the standards for an allocated pension set out in the Relevant Law, and which commenced to be paid before 1 July 2007.

"Complying Pension" means a pension which complies with the standards for a complying pension set out in the Relevant Law.

"Division 4 Account" means in relation to a Member the account of that name maintained in respect of the Member in accordance with part 4.2.

"Division 4 Account Balance" means in relation to a Member (other than an Account Based Pensioner, Allocated Pensioner, Term Allocated Pensioner and a Complying Pensioner) as at any particular date the credit balance (if any) in the Member's Division 4 Account, after all relevant credits and debits have been made to that account.

"Division 4 MySuper Member" means a Member of this division 4 who is a MySuper Member.

"Eligible Spouse Member" means an Eligible Spouse who is categorised by the Trustee as an Eligible Spouse Member within this division 4.

"Family Law Member" means a member of the Fund as determined in accordance with clause 4.1.4.

"Initial Credit" means in relation to a Member the amount first transferred to division 4 from another division of the Fund or from an Approved Benefit Arrangement to provide a Complying Pension for that Member.

"Member" means a member of the Fund who is categorised as a Member of this division 4 and includes without limitation an Account Based Pensioner, an Allocated Pensioner, a Term Allocated Pensioner, a Complying Pensioner, an Eligible Spouse Member, a Family Law

Member, a Retail Member and a Member to whom clause 1.27.2 applies but excludes a Reversionary Beneficiary unless that Reversionary Beneficiary is otherwise a member of the Fund.

“Pension Account” means, in relation to an Allocated Pensioner or a Term Allocated Pensioner, the account of that name maintained in respect of the Allocated Pensioner or Term Allocated Pensioner in accordance with clause 4.5.2.

“Pension Account Balance” means, in relation to an Allocated Pensioner or a Term Allocated Pensioner as at any particular date, the credit balance (if any) in the Allocated Pensioner’s or Term Allocated Pensioner’s Pension Account, after all relevant credits and debits have been made to that account.

“Reversionary Beneficiary” means one or more Pension Dependents to whom an Account Based Pension, Allocated Pension or Term Allocated Pension is paid, or becomes payable, following the death of an Account Based Pensioner, Allocated Pensioner or Term Allocated Pensioner.

“Term Allocated Pension” means a pension which complies with the standards for a market linked pension set out in the Relevant Law, and which commenced to be paid before 20 September 2007.

“Total and Permanent Disablement” in relation to a Member means,

- (a) the same meaning as that phrase has for the time being and from time to time in any applicable policy of insurance; or
 - (b) (1) unless otherwise agreed between the Trustee and the Division 4 Employer from time to time either generally or in any particular case, the Member:
 - (A) has been continuously absent from all active Work for a period of at least six months; and
 - (B) if required by the Division 4 Employer, has participated in a Rehabilitation Programme; and
 - (2) in the opinion of the Trustee after consideration of any information, evidence and advice provided to the Trustee by the Division 4 Employer and any other information, evidence and advice the Trustee may consider relevant, the Member has ceased to be an Employee and is unlikely ever to engage in any gainful Work for which the Member is for the time being reasonably qualified by education, training or experience,
- but -
- (3) Total and Permanent Disablement does not include disablement the existence or continuation of which, in the opinion of the Trustee after consideration of any information, evidence and advice provided to the Trustee by the Division 4 Employer and any other information, evidence and advice as the Trustee may consider relevant, is attributable to a material extent to deliberate action or inaction by any person for the purpose of causing a benefit to become or to continue to be payable from the Fund, including without limitation what the Trustee considers to be an unreasonable refusal to submit to treatment; and
 - (4) a Member who is required by the Division 4 Employer to participate in a Rehabilitation Programme will not be considered to have suffered Total and

Permanent Disablement unless the Member participates in that Programme to the satisfaction of the Trustee; or

- (c) in any other case, the meaning determined by the Trustee.

“**Total Disability**” in relation to a Member who has elected relevant cover in accordance with the terms and conditions determined by the Trustee shall have the same meaning as is given to those words (or what the Trustee considers to be the corresponding word or words) for the purposes of any policy of insurance effected or acquired by the Trustee pursuant to the Deed and under which insurance is or may become payable in the event of the disablement of any Member or group of Members (or, where there is more than one policy in force, the policy specified by the Trustee for this purpose), and “**Totally Disabled**” shall have a corresponding meaning.

4.1.3 Pending Notification Member (Deleted).

4.1.4 Family Law Member.

A person (who is not otherwise a member of the Fund) will be a Family Law Member if the Trustee has accepted an application (in a form approved by the Trustee and in accordance with the Relevant Law) for that person’s admission to the Fund as a result of the splitting of a member of the Fund’s interest in the Fund following a valid family law arrangement.

4.1.5 Eligible Spouse Member.

Eligible Spouse Members are those persons (who are not otherwise members of the Fund) in respect of whom the Trustee has accepted an application by his or her Spouse (at a time when the Spouse is a member of the Fund) for that person’s admission to the Fund as an Eligible Spouse Member in a form approved by the Trustee.

4.1.6 Admission of Retail Members.

In accordance with the Relevant Law, an Eligible Person will become a Retail Member if the Trustee has accepted an application in accordance with clause 1.16.1(a) for that person’s admission to the Fund as a Retail Member of this division 4.

Part 4.2 Division 4 Account

4.2.1 Establishment.

- (a) The Trustee must cause to be maintained in respect of each Member (other than an Account Based Pensioner, Allocated Pensioner, Term Allocated Pensioner and a Complying Pensioner, subject to clause 4.2.1(b)) in accordance with this part 4.2 an account to be called the Division 4 Account.
- (b) A Division 4 Account may be maintained in respect of a Member who is an Account Based Pensioner, Allocated Pensioner, Term Allocated Pensioner or a Complying Pensioner for purposes of receiving any amount in respect of the Member, including without limitation an Additional Insurance Benefit, a contribution or an amount to be transferred to this division 4, if such an amount becomes payable after the relevant pension has commenced to be paid.

4.2.2 Credits and debits.

There shall be credited to a Member's Division 4 Account:

- (a) any contributions by the Member in accordance with clause 4.3.1(a);
- (b) any contributions by a Division 4 Employer in accordance with clause 4.3.1(b);
- (c) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the account;
- (d) any amount transferred from another division of the Fund or from the Member's Pension Account;
- (e) any amount that the Member elects to transfer to the Member's Division 4 Account that is a "transitional termination payment" (within the meaning of the Tax Act) payable in respect of the Member from an employer;
- (f) any Additional Insurance Benefit;
- (g) investment earnings at the Declared Rate (if positive);
- (h) any contributions made in respect of the Member as an Eligible Spouse;
- (hh) any amount which the Trustee determines to credit to a Division 4 MySuper Member's Division 4 Account; and
- (i) any other amounts which this Deed may require to be credited to the Division 4 Account or which the Trustee may determine to credit to the Division 4 Account,

and there shall be debited to the Member's Division 4 Account:

- (j) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance;
- (k) any amount transferred to another division of the Fund or to the Member's Pension Account;
- (l) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Division 4 Account;
- (m) any benefit attributable to the Division 4 Account;
- (n) investment earnings at the Declared Rate (if negative);
- (nn) any amount which the Trustee determines to debit to a Division 4 MySuper Member's Division 4 Account; and
- (o) any other amounts which this Deed may require to be debited to the Division 4 Account or which the Trustee may determine to debit to the Division 4 Account.

Part 4.3
Contributions and Benefits from Division 4 Account

4.3.1 Contributions.

- (a) Subject to part 1.2, a Member and his or her Spouse may make contributions to the Fund as the Trustee approves from time to time.
- (b) Subject to part 1.2 and with the approval of the Trustee and the Principal Employer, a Division 4 Employer may make contributions to the Fund as the Trustee approves from time to time.
- (c) It is the sole responsibility of a Division 4 Employer to ensure that the Division 4 Employer complies with clause 4.3.1(b).

4.3.2 Benefits.

- (a) **Lump sum.** Subject to clause 4.3.2(b), the Member's Division 4 Account Balance will be paid as a lump sum in accordance with this clause 4.3.2(a).
 - (1) **Leaving employment.** If an Employed Member ceases to be an Employee in circumstances where no benefit is payable under clause 4.3.2(a)(2) or clause 4.3.2(a)(3), there is payable to the Member from the Fund a lump sum benefit equal to the Member's Division 4 Account Balance.
 - (2) **Total and Permanent Disablement.** If an Employed Member ceases to be an Employee because of Total and Permanent Disablement, there is payable to the Member from the Fund a lump sum equal to the Member's Division 4 Account Balance.
 - (3) **Death.** On the death of a Member, there is payable in respect of the Member from the Fund in accordance with clause 1.22.6, an amount equal to the Member's Division 4 Account Balance.
 - (4) **Other circumstances.** Pursuant to clause 1.22.8, in the case where no benefit is payable under clause 4.3.2(a)(1), clause 4.3.2(a)(2) or clause 4.3.2(a)(3), there is payable from the Fund to a Member:
 - (A) the whole or part of the Member's Division 4 Account Balance when requested by the Member and permitted to be paid by the Relevant Law; or
 - (B) the Member's Division 4 Account Balance when the Relevant Law prescribes.
- (b) **Pension benefits.** Subject to terms and conditions as the Trustee may prescribe and subject to the Trustee's approval:
 - (1) a Member may elect, in lieu of being paid a lump sum under clause 4.3.2(a), that all or part of the Member's Division 4 Account Balance:
 - (A) be credited to the Member's AB Pension Account to provide an Account Based Pension under part 4.4;

- (B) be credited to the Member's Pension Account to provide a Term Allocated Pension under part 4.5, if the election is made before 20 September 2007; or
 - (C) be used to provide a Complying Pension under part 4.6;
- (2) a Member may elect, pursuant to clause 1.27.2(b), that:
- (A) an amount or amounts be credited to the Member's AB Pension Account to provide an Account Based Pension under part 4.4;
 - (B) an amount or amounts be credited to the Member's Pension Account to provide a Term Allocated Pension under part 4.5, if the election is made before 20 September 2007; or
 - (C) the Member's Initial Credit be used to provide a Complying Pension under part 4.6; or
- (3) an Eligible Person may elect, pursuant to making an application to become a Retail Member under clause 1.16.1(a), that:
- (A) an amount or amounts be credited to the Member's AB Pension Account to provide an Account Based Pension under part 4.4;
 - (B) an amount or amounts be credited to the Member's Pension Account to provide a Term Allocated Pension under part 4.5, if the election is made before 20 September 2007; or
 - (C) the Member's Initial Credit be used to provide a Complying Pension under part 4.6.
- (c) **Total Disability benefits.** If a Member becomes Totally Disabled before age 60 while an Employee, an income protection benefit is payable to the Member in accordance with and subject to the terms of the relevant policy of insurance.

4.3.3 Re-employment and other matters.

- (a) If a Member (other than a Retail Member) who had ceased to be an Employed Member before becoming a Member of this division 4 again becomes an Employed Member (except where the Member is employed by a Division 4 Employer), the Member will become a member of a division of the Fund that is determined by the Principal Employer.
- (b) If a Retail Member becomes an Employed Member (except where the Member is employed by a Division 4 Employer), the Member will become a member of a division of the Fund that is determined by the Principal Employer.
- (c) Depending on what division is applicable under clause 4.3.3(a) or clause 4.3.3(b), an amount equal to the Member's Division 4 Account Balance will, upon the Member so electing in the manner determined by the Trustee, be credited to the relevant Member account under the relevant division. Upon such amount being credited, the Member's right or claim to any benefit under this division 4 is extinguished.
- (d) Subject to clauses 4.3.3(a) and 4.3.3(b), a Member may also be a member of another division of the Fund while a Member of this division 4. In that event, any benefit payable

from this division 4 shall be paid in accordance with this division and any benefit payable from another division shall be paid in accordance with that division.

- (e) A Member may have both a Division 4 Account and a Pension Account. In that event, the Member's Division 4 Account Balance shall be paid in accordance with part 4.3 and the Member's Pension Account Balance shall be paid in accordance with part 4.5.
- (f) A Member may have both a Division 4 Account and an AB Pension Account. In that event, the Member's Division 4 Account Balance shall be paid in accordance with part 4.3 and the Member's AB Pension Account Balance shall be paid in accordance with part 4.4.

Part 4.4 Account Based Pensions

4.4.1 Application of Part 4.4.

This part 4.4 applies if the Member or Eligible Person, as applicable, has elected under clause 4.3.2(b), and the Trustee has approved, that the whole or part of that Member's or Eligible Person's benefit will be paid as an Account Based Pension.

4.4.2 AB Pension Account.

- (a) **Establishment.** The Trustee must cause to be maintained in respect of each Member who elects an Account Based Pension, and whom the Trustee approves, an account to be called the AB Pension Account.
- (b) **Credits and debits.** Subject to clause 4.4.3, there shall be credited to the AB Pension Account:
 - (1) any contributions to the Fund by or in respect of the Member under clause 4.4.3;
 - (2) any amount transferred in respect of the Member from another division of the Fund or from the Member's Division 4 Account;
 - (3) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the Pension Account;
 - (4) any amount that the Member elects to transfer to the AB Pension Account that is a "transitional termination payment" (within the meaning of the Tax Act) payable in respect of the Member from an employer;
 - (5) any proceeds of insurance in respect of the Member;
 - (6) investment earnings at the Declared Rate (if positive); and
 - (7) any other amounts which this Deed may require to be credited to the AB Pension Account or which the Trustee may determine to credit to the AB Pension Account,

and there shall be debited to the AB Pension Account:

- (8) any amounts which the Trustee may determine to debit in respect of Tax and Fund Expenses;

- (9) any amount in respect of insurance premiums as determined by the Trustee;
- (10) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the AB Pension Account;
- (11) any amounts transferred in respect of the Member to another division of the Fund;
- (12) any benefit paid to or in respect of the Member from the AB Pension Account;
- (13) any benefit paid by way of commutation under clause 4.4.8;
- (14) investment earnings at the Declared Rate (if negative); and
- (15) any other amounts which this Deed may require to be debited to the AB Pension Account or which the Trustee may determine to debit to the AB Pension Account.

4.4.3 Contributions and other amounts.

Subject to clause 4.4.5, an Account Based Pensioner (or other person in respect of an Account Based Pensioner) may contribute to the Fund under the conditions and in the manner determined by the Trustee but, unless the Relevant Law permits otherwise, no further contributions or proceeds of insurance to be credited or any other amounts to be transferred will be accepted under this part 4.4 once Account Based Pension payments have commenced.

4.4.4 Payment of an Account Based Pension.

- (a) Subject to clause 4.4.5, and if the Member elects to become an Account Based Pensioner, the whole or part of a relevant Member's benefit will be paid as an Account Based Pension in accordance with this clause 4.4.4.
- (b) Subject to clause 4.4.4(c), notwithstanding that the size of Account Based Pension payments in each financial year is not fixed, payments from the Pension Account must be made at least once in each financial year until the earlier of the Account Based Pensioner's death or the date that the whole of the Account Based Pensioner's Pension Account Balance is exhausted.
- (c) The frequency of Account Based Pension payments will be, at the election of the Account Based Pensioner, monthly, quarterly or annually (or such other frequency as determined by the Trustee) subject to the Relevant Law and any terms and conditions determined by the Trustee.
- (d) If the Account Based Pension commences on or after 1 June in a year, no Account Based Pension payments need be made in the initial year unless required by the Relevant Law.
- (e) Subject to clause 4.4.8, the amount of an Account Based Pension payment in any payment period may be altered by the Account Based Pensioner if advised to the Trustee (subject to any terms and conditions determined by the Trustee), so long as the payment as altered is not less than the minimum amount required under the Relevant Law. If the Account Based Pensioner does not specify the amount to be paid, the payment must be the minimum amount required under the Relevant Law.
- (f) Neither the capital value of the Account Based Pension, nor any income from it, may be used as security for a borrowing.

- (g) On the death of the Account Based Pensioner:
- (1) if the Account Based Pensioner elected before the Account Based Pension commenced to be paid that this clause 4.4.4(g)(1) would apply on the Account Based Pensioner's death, the Trustee must transfer the Account Based Pension to the Reversionary Beneficiary nominated in accordance with clause 4.4.6; or
 - (2) if clause 4.4.4(g)(1) does not apply, subject to clause 1.22.6(a), the Trustee in its discretion may either:
 - (A) transfer the Account Based Pension to a Reversionary Beneficiary; or
 - (B) pay the Pension Account Balance in accordance with clause 1.22.6(b).
- (h) On the death of a Reversionary Beneficiary, any remaining AB Pension Account Balance will be paid:
- (1) if the Reversionary Beneficiary is not otherwise a Member of the Fund, in accordance with the Relevant Law; or
 - (2) if the Reversionary Beneficiary is otherwise a Member of the Fund, in accordance with clause 1.22.6.

4.4.5 Variations to enable compliance with Relevant Law.

The Relevant Law contains specific provisions governing the payment of Account Based Pensions. Accordingly, the Trustee may vary any of the provisions of this part 4.4 or impose additional conditions in order to ensure that the Fund does not breach, or fail to comply with, the Relevant Law.

4.4.6 Nomination of agreed Reversionary Beneficiary.

An Account Based Pensioner may, before the Account Based Pension commences to be paid and with the consent of the Trustee, nominate one or more Pension Dependents to whom the Account Based Pension must be transferred after the Member's death, providing that the nomination occurs in accordance with:

- (a) any procedures determined by the Trustee; and
- (b) the Relevant Law.

4.4.7 Vesting.

The whole of the AB Pension Account Balance vests in the Account Based Pensioner or Reversionary Beneficiary (as applicable).

4.4.8 Commutation.

- (a) In circumstances permitted under the Relevant Law and subject to any terms and conditions determined by the Trustee, an Account Based Pensioner or, after the Account Based Pensioner's death, a Reversionary Beneficiary may elect to commute a part or all of the Account Based Pension that the Account Based Pensioner or Reversionary Beneficiary would otherwise be entitled to receive under clause 4.4.4 and to be paid the commuted amount as a lump sum. After commutation, the Account Based Pensioner's or Reversionary Beneficiary's future Account Based Pension payments will be re-calculated in accordance with the Relevant Law.

- (b) In circumstances required under the Relevant Law and subject to any terms and conditions determined by the Trustee, after the Account Based Pensioner's death, a Reversionary Beneficiary may be required to commute all of the Account Based Pension that the Reversionary Beneficiary would otherwise be entitled to receive under clause 4.4.4 and to be paid the commuted amount as a lump sum.

Part 4.5

Allocated Pensions and Term Allocated Pensions

4.5.1 Application of Part 4.5.

This part 4.5 applies if the Member or Eligible Person, as applicable, has elected under clause 4.3.2(b), and the Trustee has approved, that the whole or part of that Member's or Eligible Person's benefit will be paid as an Allocated Pension or Term Allocated Pension, and the pension payments commenced before 1 July 2007 or 20 September 2007 respectively.

4.5.2 Pension Account.

- (a) **Establishment.** The Trustee must cause to be maintained in respect of each Member who elects an Allocated Pension or Term Allocated Pension, and whom the Trustee approves, an account to be called the Pension Account.
- (b) **Credits and debits.** Subject to clause 4.5.3, there shall be credited to the Pension Account:
- (1) any contributions to the Fund by or in respect of the Member under clause 4.5.3;
 - (2) any amount transferred in respect of the Member from another division of the Fund or from the Member's Division 4 Account;
 - (3) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the Pension Account;
 - (4) any amount that the Member elects to transfer to the Pension Account that is a "transitional termination payment" (within the meaning of the Tax Act) payable in respect of the Member from an employer;
 - (5) any proceeds of insurance in respect of the Member;
 - (6) investment earnings at the Declared Rate (if positive); and
 - (7) any other amounts which this Deed may require to be credited to the Pension Account or which the Trustee may determine to credit to the Pension Account,
- and there shall be debited to the Pension Account:
- (8) any amounts which the Trustee may determine to debit in respect of Tax and Fund Expenses;
 - (9) any amount in respect of insurance premiums as determined by the Trustee;
 - (10) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Pension Account;

- (11) any amounts transferred in respect of the Member to another division of the Fund;
- (12) any benefit paid to or in respect of the Member from the Pension Account;
- (13) any benefit paid by way of commutation under clause 4.5.9;
- (14) investment earnings at the Declared Rate (if negative); and
- (15) any other amounts which this Deed may require to be debited to the Pension Account or which the Trustee may determine to debit to the Pension Account.

4.5.3 Contributions and other amounts.

Subject to clause 4.5.6, an Allocated Pensioner or Term Allocated Pensioner (or other person in respect of an Allocated Pensioner or Term Allocated Pensioner) may contribute to the Fund under the conditions and in the manner determined by the Trustee but, unless the Relevant Law permits otherwise, no further contributions or proceeds of insurance to be credited or any other amounts to be transferred will be accepted under this part 4.5 once Allocated Pension or Term Allocated Pension payments have commenced.

4.5.4 Payment of an Allocated Pension.

- (a) Subject to clause 4.5.6, and if the Member elects to become an Allocated Pensioner, the whole or part of a relevant Member's benefit will be paid as an Allocated Pension in accordance with this clause 4.5.4.
- (b) Subject to clause 4.5.4(c), notwithstanding that the size of Allocated Pension payments in each financial year is not fixed, payments from the Pension Account must be made at least once in each financial year until the earlier of the Allocated Pensioner's death or the date that the whole of the Allocated Pensioner's Pension Account Balance is exhausted.
- (c) The frequency of Allocated Pension payments will be, at the election of the Allocated Pensioner, monthly, quarterly or annually (or such other frequency as determined by the Trustee) subject to the Relevant Law and any terms and conditions determined by the Trustee.
- (d) If the Allocated Pension commences on or after 1 June in a year, no Allocated Pension payments need be made in the initial year unless required by the Relevant Law.
- (e) Subject to clause 4.5.9, the amount of an Allocated Pension payment in any payment period may be altered by the Allocated Pensioner if advised to the Trustee (subject to any terms and conditions determined by the Trustee), so long as the payment as altered is not less than the minimum amount nor greater than the maximum amount required under the Relevant Law. If the Allocated Pensioner does not specify the amount to be paid, the payment must be the minimum amount required under the Relevant Law.
- (f) Neither the capital value of the Allocated Pension, nor any income from it, may be used as security for a borrowing.
- (g) On the death of the Allocated Pensioner:
 - (1) if the Allocated Pensioner elected before the Allocated Pension commenced to be paid that this clause 4.5.4(g)(1) would apply on the Allocated Pensioner's

death, the Trustee must transfer the Allocated Pension to the Reversionary Beneficiary nominated in accordance with clause 4.5.7; or

- (2) if clause 4.5.4(g)(1) does not apply, subject to clause 1.22.6(a), the Trustee in its discretion may either:
 - (A) transfer the Allocated Pension to a Reversionary Beneficiary; or
 - (B) pay the Pension Account Balance in accordance with clause 1.22.6(b).
- (h) On the death of a Reversionary Beneficiary, any remaining Pension Account Balance will be paid:
 - (1) if the Reversionary Beneficiary is not otherwise a Member of the Fund, in accordance with the Relevant Law; or
 - (2) if the Reversionary Beneficiary is otherwise a Member of the Fund, in accordance with clause 1.22.6.

4.5.5 Payment of Term Allocated Pension.

- (a) Subject to clause 4.5.6, and if the Member elects to become a Term Allocated Pensioner, the whole or part of a relevant Member's benefit will be paid as a Term Allocated Pension in accordance with this clause 4.5.5.
- (b) Subject to clause 4.5.5(c) and clause 4.5.5(d), payments from the Pension Account must be made at least once in each financial year until the earlier of the expiration of the life expectancy period nominated by the Member in accordance with the Relevant Law or the date that the whole of the Pension Account Balance is exhausted.
- (c) The frequency of Term Allocated Pension payments will be, at the election of the Term Allocated Pensioner, monthly, quarterly or annually (or such other frequency as determined by the Trustee) subject to the Relevant Law and any terms and conditions determined by the Trustee.
- (d) If the Term Allocated Pension commences on or after 1 June in a year, no Term Allocated Pension payments need be made in the initial year unless required by the Relevant Law.
- (e) Annual payments, other than by way of commutation, must be the amount calculated in accordance with the requirements for Term Allocated Pensions specified in the Relevant Law.
- (f) Neither the capital value of the Term Allocated Pension, nor any income from it, may be used as security for a borrowing.
- (g) On the death of the Term Allocated Pensioner:
 - (1) if the Term Allocated Pensioner elected before the Term Allocated Pension commenced to be paid that this clause 4.5.5(g)(1) would apply on the Term Allocated Pensioner's death, the Trustee must transfer the Term Allocated Pension to the Reversionary Beneficiary nominated in accordance with clause 4.5.7; or
 - (2) if clause 4.5.5(g)(1) does not apply, subject to clause 1.22.6(a), the Trustee in its discretion may either:

- (A) transfer the Term Allocated Pension to a Reversionary Beneficiary; or
 - (B) pay the Pension Account Balance in accordance with clause 1.22.6(b).
- (h) On the death of a Reversionary Beneficiary, any remaining Pension Account Balance will be paid:
- (1) if the Reversionary Beneficiary is not otherwise a Member of the Fund, in accordance with the Relevant Law; or
 - (2) if the Reversionary Beneficiary is otherwise a Member of the Fund, in accordance with clause 1.22.6.

4.5.6 Variations to enable compliance with Relevant Law.

The Relevant Law contains specific provisions governing the payment of Allocated Pensions and Term Allocated Pensions. Accordingly, the Trustee may vary any of the provisions of this part 4.5 or impose additional conditions in order to ensure that the Fund does not breach, or fail to comply with, the Relevant Law.

4.5.7 Nomination of agreed Reversionary Beneficiary.

An Allocated Pensioner or Term Allocated Pensioner may, before the Allocated Pension or Term Allocated Pension commences to be paid and with the consent of the Trustee, nominate one or more Dependants to whom the Allocated Pension or Term Allocated Pension must be transferred after the Member's death, providing that the nomination occurs in accordance with:

- (a) any procedures determined by the Trustee; and
- (b) the Relevant Law.

4.5.8 Vesting.

The whole of the Pension Account Balance vests in the Allocated Pensioner, Term Allocated Pensioner or Reversionary Beneficiary (as applicable).

4.5.9 Commutation.

- (a) In circumstances permitted under the Relevant Law and subject to any terms and conditions determined by the Trustee, an Allocated Pensioner or Term Allocated Pensioner or, after the Allocated Pensioner's or Term Allocated Pensioner's death, a Reversionary Beneficiary may elect to commute a part or all of the Allocated Pension or Term Allocated Pension that the Allocated Pensioner, Term Allocated Pensioner or Reversionary Beneficiary would otherwise be entitled to receive under clause 4.5.4 or 4.5.5 and to be paid the commuted amount as a lump sum. After commutation, the Allocated Pensioner's, Term Allocated Pensioner's or Reversionary Beneficiary's future Allocated Pension or Term Allocated Pension payments will be re-calculated in accordance with the Relevant Law.
- (b) In circumstances required under the Relevant Law and subject to any terms and conditions determined by the Trustee, after the Pensioner's death, a Reversionary Beneficiary may be required to commute all of the Allocated Pension or Term Allocated Pension that the Reversionary Beneficiary would otherwise be entitled to receive under clause 4.5.4 or 4.5.5 and to be paid the commuted amount as a lump sum.

Part 4.6 Complying Pensions

4.6.1 Application of Part 4.6.

This part 4.6 applies if the Member elects under clause 4.3.2(b), and the Trustee approves, that the whole or part of a Member's Division 4 Account Balance or Initial Credit (as applicable) will be paid as a Complying Pension.

4.6.2 Complying Pensions.

If:

- (a) a Member is eligible to receive a Complying Pension in accordance with clause 4.6.1;
and
- (b) the Trustee has secured payment of the Complying Pension from an Insurer or other entity external to the Fund by applying the Member's Division 4 Account Balance or Initial Credit (as applicable),

the amount of the pension payments and the terms and conditions of their payment will be as determined by the Insurer or other external entity.

DIVISION 5
FORMER TSS NO. 1 PLAN
Part 5.1
Application and Interpretation

5.1.1 Application of division 5.

- (a) This division 5 is always subject to division 1 of this Deed, and (subject to clause 5.1.1(c)) division 1 prevails over this division 5 to the extent of any conflict.
- (b) This division 5 only applies to and in respect of a member of the Fund who is for the time being categorised as a Member of this division 5.
- (c) Notwithstanding anything expressed or implied to the contrary in clause 1.16.4, once a member of the Fund has been categorised as a Member of this division 5, the Member may only be re-categorised out of division 5 and into another division of the Fund with his or her consent.

5.1.2 Definitions.

In this division 5, unless the contrary intention appears or the context requires otherwise:

“Accumulation Contributions” means the contributions the Member or his or her spouse has selected or is deemed to have selected for the time being in accordance with clause 5.4.1(b), clause 5.4.2(b) or clause 5.4.2(c).

“Aggregate Contribution Percentage” in relation to a Contributory Member means the sum of the percentages arrived at by multiplying each Member Defined Benefit Contribution Rate that has applied to the Member by the number of years and parts of a year of Contributory Membership (where each completed month counts as one-twelfth of a year) during which that rate applied to the Member.

“Average Contribution Percentage” means the amount determined by dividing the Member’s Aggregate Contribution Percentage by the period of the Member’s Contributory Membership provided that for the purposes of calculation of benefits under this division 5 the Average Contribution Percentage of a Member shall not exceed 5%.

“Contributory Member” means a Member who has at any time been admitted to Contributory Membership of division 5.

“Contributory Membership” means the period of Superannuation Membership before the Member’s Normal Retirement Date during which a Member made Defined Benefit Contributions to the Fund, or contributed to the Telstra Superannuation Scheme No. 1, measured in years and parts of a year (where each completed month counts as one-twelfth of a year).

“Date of Disablement” means in relation to a Member who is or was Totally Disabled or Totally and Permanently Disabled the later of -

- (a) the date determined by the Trustee to be the date on which the Member last ceased to be an Employee; and
- (b) the date determined by the Trustee to be the date on which the illness or injury which (in the opinion of the Trustee after considering evidence satisfactory to the Trustee) was the primary cause of that disablement commenced or occurred,

or, in any case, any other date the Trustee may declare to be the Member's Date of Disablement for the purposes of the whole or any particular provision of the Deed.

"Deferral Date" means in relation to a Member a date as at which all or part of a benefit may be paid from the Fund without causing the Fund to fail to comply with or satisfy any applicable requirement of a Relevant Law.

"Defined Benefit Contribution" means in relation to a Member a contribution made pursuant to clause 5.4.2(a).

"Defined Benefit Member Account" means in relation to a Member the account of that name maintained in respect of the Member in accordance with part 5.2.

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

"Final Average Salary" means in relation to a Member the average of the Salaries paid to a Member on the date the Member ceased to be an Employee and on the two dates preceding that date by 12 and 24 months, respectively, but, subject to part 1.2 and clause 1.18.5, Final Average Salary shall be any other amount or determined in any other manner specified by the Principal Employer and approved by the Trustee and the Member from time to time for the purposes of the whole or any particular provision of the Deed.

"Interim Scheme Benefit" means in relation to a Member the product of 13% and the Member's Interim Scheme Membership and the Member's Final Average Salary.

"Interim Scheme Membership" means in relation to a Member the period from the later of -

(a) 1 July 1990; or

(b) the date the Member first became an Employee of the Employer,

until the earlier of -

(c) 30 August 1991; or

(d) the date the Member first became a member of the Telstra Superannuation Scheme No. 1, measured in years and parts of a year (where each completed month counts as one-twelfth of a year).

"Member" means an Employee who is categorised by the Principal Employer as a Member of this division 5.

"Member Defined Benefit Contribution Rate" means a percentage which shall not be less than 1% and shall be in multiples of 1% up to a maximum of 10% of Salary (or any other percentage of Salary agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case) and, when used in relation to a Contributory Member, means whichever of the permitted percentages the Member has selected or is deemed to have selected for the time being.

"Non-Contributory Member" means an Eligible Employee who is not a Contributory Member and who has been admitted to Non-Contributory Membership of division 5.

"Normal Retirement Date" means in relation to a Member the Member's 65th birthday or such other date as may be agreed between the Trustee, the Principal Employer and the Member.

“Previous Fund” means the Commonwealth Superannuation Scheme.

“Previous Fund Benefit Factor” means in respect of a Previous Fund Member the product of 20% and the Member’s Previous Fund Membership up to and including 30 June 1990.

“Previous Fund Member” means a Member who was classified as a “Previous Fund Member” under the Telstra Superannuation Scheme No. 1 immediately prior to 1 July 1997.

“Previous Fund Membership” means the period recognised as “Previous Fund Membership” under the Telstra Superannuation Scheme No. 1 immediately prior to 1 July 1997.

“Productivity Accumulation Account” means in relation to a Member the account of that name maintained in respect of the Member in accordance with part 5.2.

“Productivity Accumulation Account Balance” means in relation to a Member as at any particular date the credit balance (if any) in the Member’s Productivity Accumulation Account, after all relevant credits and debits have been made to that account.

“Salary” means in relation to a Member at any particular date the Member’s annual rate of ordinary remuneration notified to the Trustee by the Employer as at that date including any allowance which is included as salary for the purposes of the *Superannuation Act 1976* but in any particular case, and subject to part 1.2 –

- (a) Salary shall be any other amount or determined in any manner specified by the Principal Employer and approved by the Trustee and the Member for the purposes of the whole or any particular provision of the Deed; and
- (b) a Member’s Salary at any particular date during Division 5 Membership will not be less than the Member’s Salary on any previous date of Division 5 Membership; and
- (c) a Member’s Salary during a period of Division 5 Membership when the Member is absent from active employment with the Employer without pay is the Salary which applied in respect of the Member on the last day of the Member’s active employment with the Employer immediately before the commencement of that period of absence.

“Special Accumulation Account” means in relation to a Member the account maintained in respect of the Member in accordance with part 5.2.

“Special Accumulation Account Balance” means in relation to a Member as at any particular date the credit balance (if any) in the Member’s Special Accumulation Account, after all relevant credits and debits have been made to that account.

“Supplementary Benefit” means in respect of a Contributory Member an amount determined by the following formula:

$$A \times (1-R)$$

where “A” and “R” have the same meaning as in clause 5.6.9(a).

“Total and Permanent Disablement” in relation to a Member -

- (a) shall have the same meaning as is given to those words or what the Trustee considers to be the corresponding word or words for the purposes of any policy of insurance effected or acquired by the Trustee pursuant to the Deed and under which insurance is or may become payable in the event of the disablement of any Member or group of

Members (or, where there is more than one policy in force, the policy specified by the Trustee for this purpose); or

- (b) if there is no policy in effect under paragraph (a), disablement as result of which -
 - (1) unless otherwise agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case, the Member has been absent from employment with the Employer through injury or illness for three continuous months and, in the opinion of the Trustee, after consideration of medical evidence that is satisfactory to the Trustee, having become incapacitated to such an extent as to render the Member unlikely ever to engage in or work for reward in any occupation or work for which the Member is reasonably qualified by education, training or experience; and
 - (2) a Member shall be deemed to be Totally and Permanently Disabled if the Member 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) **"Totally and Permanently Disabled"** shall have a corresponding meaning.

"Total Disability" in relation to a Member who has relevant cover in accordance with the terms and conditions determined by the Trustee and subject to the terms of any relevant policy of insurance -

- (a) shall have the same meaning as is given to those words or what the Trustee considers to be the corresponding word or words for the purposes of any policy of insurance effected or acquired by the Trustee pursuant to the Deed and under which insurance is or may become payable in the event of the disablement of any Member or group of Members (or, where there is more than one policy in force, the policy specified by the Trustee for this purpose); or
- (b) if there is no policy in effect under paragraph (a), disablement as a result of which -
 - (1) unless otherwise agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case, the Member has been absent from employment with the Employer through injury or illness for three continuous months and is under the regular treatment of a registered medical practitioner; and
 - (2) in the opinion of the Trustee, after consideration of medical evidence satisfactory to the Trustee, the person has, by reason of such injury or illness, been rendered unable for the time being -
 - (A) during the first two years of the particular period of Total Disability, to perform the normal duties of his or her occupation; or
 - (B) after the first two years of the particular period of Total Disability, to engage in any gainful occupation for which the Member is reasonably suited by education, training or experience; and
 - (3) in the opinion of the Trustee the injury or illness is not -
 - (A) wholly or partially attributable to or a consequence of intentional self-injury; or

- (B) wholly attributable to normal and uncomplicated pregnancy or childbirth; or
- (C) if the particular period of Total Disability exceeds two years, wholly or partially attributable to, or a consequence of, a condition which was known to the Member at the time the Member was accepted for cover under Policy No GL 31151 purchased by the trustee of the Telstra Superannuation Scheme No 1, unless the condition was disclosed to the relevant Insurer at that time and that Insurer agreed not to exclude the condition, or unless the condition had not caused the Member to be absent from work during the six months before that date and has significantly and materially deteriorated since that time; and

(c) **“Totally Disabled”** shall have a corresponding meaning.

“Voluntary Account” means in relation to a Member the account of that name maintained in respect of the Member in accordance with part 5.2.

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

5.1.3 Membership.

In the case of a Member who at any time since last becoming a member of the Fund was categorised as a member of another division, the period when that Member was categorised as a member of another division, and any benefits accumulated or accrued under that other division, shall not be taken into account under this division 5.

Part 5.2 Member’s Accounts

5.2.1 Defined Benefit Member Account.

The Trustee must establish in respect of each Contributory Member a Defined Benefit Member Account to be maintained in accordance with clause 5.2.5(a).

5.2.2 Productivity Accumulation Account.

The Trustee must establish in respect of each Member a Productivity Accumulation Account to be maintained in accordance with clause 5.2.5(b).

5.2.3 Special Accumulation Account.

The Trustee must establish in respect of each Contributory Member who was a Previous Fund Member a Special Accumulation Account to be maintained in accordance with clause 5.2.5(c).

5.2.4 Voluntary Account.

The Trustee must establish in respect of each Member a Voluntary Account to be maintained in accordance with clause 5.2.5(d).

5.2.5 Credits and debits.

(a) There shall be credited to a Member’s Defined Benefit Member Account:

- (1) contributions made by or in respect of the Member under clause 5.4.2(a);
- (2) investment earnings at the Declared Rate (if positive); and
- (3) any other amounts which this Deed may require to be credited to the Defined Benefit Member Account or which the Trustee may determine to credit to the Account,

and there shall be debited to the Member's Defined Benefit Member Account:

- (4) any amounts which the Trustee may determine to debit in respect of Tax and Fund Expenses;
- (5) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Account;
- (6) any amounts transferred to another division of the Fund;
- (7) any benefit attributable to the Account;
- (8) investment earnings at the Declared Rate (if negative); and
- (9) any other amounts which this Deed may require to be debited to the Account or which the Trustee may determine to debit to the Account.

(b) There shall be credited to a Member's Productivity Accumulation Account:

- (1) contributions nominated by the Principal Employer;
- (2) if a Member continues to be an Employee after the Normal Retirement Date, the amount contributed by the Employer under clause 5.3(a);
- (3) investment earnings at the Declared Rate (if positive); and
- (4) any other amounts which this Deed may require to be credited to the Productivity Accumulation Account or which the Trustee may determine to credit to the Account,

and there shall be debited to the Member's Productivity Accumulation Account:

- (5) any amounts which the Trustee may determine to debit in respect of Tax and Fund Expenses;
- (6) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Account;
- (7) any amounts transferred to another division of the Fund;
- (8) any benefit attributable to the Account;
- (9) investment earnings at the Declared Rate (if negative); and
- (10) any other amounts which this Deed may require to be debited to the Account or which the Trustee may determine to debit to the Account.

(c) There shall be credited to a Member's Special Accumulation Account:

- (1) the Member's "Accumulated Supplementary Contributions" made by the Member to the Previous Fund as at 30 June 1990;
- (2) investment earnings at the Declared Rate (if positive); and
- (3) any other amounts which this Deed may require to be credited to the Special Accumulation Account or which the Trustee may determine to credit to the Account,

and there shall be debited to the Member's Special Accumulation Account:

- (4) any amounts which the Trustee may determine to debit in respect of Tax and Fund Expenses;
- (5) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Account;
- (6) any amounts transferred to another division of the Fund;
- (7) any benefit attributable to the Account;
- (8) investment earnings at the Declared Rate (if negative); and
- (9) any other amounts which this Deed may require to be debited to the Account or which the Trustee may determine to debit to the Account.

(d) There shall be credited to a Member's Voluntary Account:

- (1) the Accumulation Contributions made by or in respect of the Member under clause 5.4.1(b), clause 5.4.2(b) or clause 5.4.2(c);
- (2) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the Account;
- (3) any amount that the Member elects to transfer to the Member's Voluntary Account that is a "transitional termination payment" (within the meaning of the Tax Act) payable in respect of the Member from an employer;
- (4) investment earnings at the Declared Rate (if positive);
- (5) any contributions made in respect of the Member as an Eligible Spouse;
- (6) any Additional Insurance Benefit; and
- (7) any other amounts which this Deed may require to be credited to the Voluntary Account or which the Trustee may determine to credit to the Account,

and there shall be debited to the Member's Voluntary Account:

- (8) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance;

- (9) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Account;
- (10) any amounts transferred to another division of the Fund;
- (11) any benefit attributable to the Account;
- (12) investment earnings at the Declared Rate (if negative); and
- (13) any other amounts which this Deed may require to be debited to the Account or which the Trustee may determine to debit to the Account.

**Part 5.3
Employer Contributions**

- (a) With respect to any Member who continues to be an Employee after the Normal Retirement Date, the Employer must have credited to the Member's Productivity Account an amount sufficient to provide the Member with an SG Benefit.
- (b) The Employer may, and must as agreed with the Member, contribute to the Fund any additional amount which the Employer determines either generally or in respect of any particular Member.

**Part 5.4
Member Contributions**

5.4.1 Non-Contributory Members.

- (a) A Non-Contributory Member is not required to contribute to the Fund, and is a Member who has never made Defined Benefit Contributions to the Fund.
- (b) A Non-Contributory Member and his or her Spouse may make voluntary Accumulation Contributions to the Fund as the Trustee approves from time to time.

5.4.2 Contributory Members.

Subject to clauses 5.4.3 and 5.4.4 -

- (a) subject to clause 5.4.2(c), a Contributory Member must elect a Member Defined Benefit Contribution Rate upon commencement of Contributory Membership, by notifying the Trustee in a form acceptable to the Trustee; and
- (b) in addition to any contributions which a Contributory Member makes under clause 5.4.2(a), a Member and his or her Spouse may make voluntary Accumulation Contributions to the Fund as the Trustee approves from time to time; and
- (c) if a Contributory Member continues to be an Employee on and after the Member's Normal Retirement Date, the Member:
 - (1) must cease making Defined Benefit Contributions under clause 5.4.2(a) with effect from the Member's Normal Retirement Date; and
 - (2) may make additional voluntary Accumulation Contributions.

5.4.3 Variation of Member Defined Benefit Contribution Rate.

Subject to clause 5.4.5, a Contributory Member may vary the Member's Member Defined Benefit Contribution Rate by selecting another Member Defined Benefit Contribution Rate which the Member wishes to apply with effect from the first day of the pay period which commences on or next follows the date the Employer receives the Member's selection form.

5.4.4 Cessation of Member contributions.

Subject to clause 5.4.5, a Contributory Member may cease Defined Benefit Contributions by giving the Trustee notice in the manner and at times determined by the Trustee and that Member will nonetheless remain a Contributory Member but the Member's period of Contributory Membership shall cease from the date specified in the notice of cessation to the Trustee, and the Trustee shall adjust the benefits payable pursuant to part 5.6 accordingly.

5.4.5 Permitted selection method.

A Member's selection of the applicable Member Defined Benefit Contribution Rate is effective only if made by the Member in writing in a form agreed between the Trustee and the Employer and received by the Employer.

A selection which does not satisfy these conditions is void.

Part 5.5 Non-Contributory Member Benefits

5.5.1 Withdrawal benefit.

Upon a Non-Contributory Member ceasing to be an Employee for any reason, there shall be payable to the Member a lump sum benefit of an amount equal to the sum of:

- (a) the Member's Productivity Accumulation Account Balance; and
- (b) the Member's Special Accumulation Account Balance (if any); and
- (c) if the Member was a Previous Fund Member, the product of the Member's Previous Fund Benefit Factor and Final Average Salary; and
- (d) the Member's Interim Scheme Benefit (if any); and
- (e) the Member's Voluntary Account Balance (if any).

5.5.2 Death and Disablement benefits.

Upon the death or Total and Permanent Disablement of a Non-Contributory Member during a period of Division 5 Membership prior to the Normal Retirement Date, subject to clause 1.11.2, in addition to the amount under clause 5.5.1, a lump sum benefit will be payable to or in respect of the Member equal to the amount shown in the following table in accordance with the age and the Salary of the Non-Contributory Member at the date of his or her death or Total and Permanent Disablement, interpolating between the amount shown for whole years of age for additional complete months of age:

Age of Member at date of death or Total and Permanent Disablement	Multiple of Salary at date of death or Total and Permanent Disablement
55 or less	2
56	1.8
57	1.6
58	1.4
59	1.2
60	1.0
61	0.8
62	0.6
63	0.4
64	0.2
65	Nil

Part 5.6 Contributory Member Benefits

5.6.1 Benefit on retirement at Normal Retirement Date.

If a Contributory Member ceases to be an Employee on the Normal Retirement Date, there is payable to the Member from the Fund a lump sum benefit of an amount equal to the sum of:

- (a) 8% of the Member's Final Average Salary multiplied by the Member's Contributory Membership; and
- (b) the product of twice the Member's Average Contribution Percentage, Contributory Membership and Final Average Salary; and
- (c) where the Member was a Previous Fund Member, the product of the Member's Previous Fund Benefit Factor and Final Average Salary; and
- (d) the Member's Productivity Accumulation Account Balance; and
- (e) the Member's Special Accumulation Account Balance (if any); and
- (f) the Member's Interim Scheme Benefit (if any); and
- (g) the Member's Supplementary Benefit (if any); and
- (h) the Member's Voluntary Account Balance (if any).

5.6.2 Benefit on retirement prior to Normal Retirement Date.

If a Contributory Member ceases to be an Employee within 10 years prior to the Normal Retirement Date there is payable to the Member from the Fund a lump sum benefit or an amount equal to the benefit payable in accordance with clause 5.6.1 based on the Member's Contributory Membership as at the date of the Member's early retirement.

5.6.3 Benefit on late retirement.

If a Contributory Member ceases to be an Employee after the Normal Retirement Date, there is payable to the Member from the Fund a lump sum benefit of an amount equal to:

- (a) the benefit the Member would have received in accordance with clauses 5.6.1(a), (b) and (c) had the Member retired on the Normal Retirement Date, credited with investment earnings at the Declared Rate until the date of the Member's late retirement; and
- (b) the Member's Productivity Accumulation Account Balance; and
- (c) the Member's Special Accumulation Account Balance if any; and
- (d) the Member's Interim Scheme Benefit (if any); and
- (e) the Member's Supplementary Benefit (if any); and
- (f) the Member's Voluntary Account Balance (if any).

5.6.4 Benefit payable upon death prior to Normal Retirement Date.

If a Contributory Member dies prior to the Normal Retirement Date:

- (A) while an Employee during a period of Division 5 Membership; or
- (B) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

subject to clause 1.11.2, there is payable in respect of the Member from the Fund in accordance with division 1 a lump sum benefit of an amount equal to the sum of:

- (a) an amount equal to the greater of:
 - (1) the benefit which would have been payable to the Member pursuant to clauses 5.6.1(a), (b) and (c) had:
 - (A) the Member survived to and retired upon the Normal Retirement Date; and
 - (B) the Salary of the Member at the date of death remained unchanged; and
 - (C) the Member's Member Defined Benefit Contribution Rate been 5% from the date of the Member's death to the Normal Retirement Date,
 or
 - (2) the amount shown in the following table in accordance with the age and Salary of the Contributory Member at the date of the Member's death, interpolating

between the amounts shown for whole years of age for additional complete months of age:

Age of Member at date of death or Total and Permanent Disablement	Multiple of Salary at date of death or Total and Permanent Disablement
55 or less	3
56	2.7
57	2.4
58	2.1
59	1.8
60	1.5
61	1.2
62	0.9
63	0.6
64	0.3
65	Nil

and

- (b) the Member's Productivity Accumulation Account Balance; and
- (c) the Member's Special Accumulation Account Balance, if any; and
- (d) the Member's Interim Scheme Benefit (if any); and
- (e) the Member's Supplementary Benefit (if any); and
- (f) the Member's Voluntary Account Balance (if any).

5.6.5 Benefit payable upon death on or after Normal Retirement Date.

If a Contributory Member dies on or after the Normal Retirement Date:

- (a) while still an Employee during a period of Division 5 Membership; or
- (b) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

there is payable from the Fund in respect of the Member in accordance with division 1, a lump sum benefit equal to the amount which would have been payable under clause 5.6.3 if that Member had retired on the date of his death.

5.6.6 Benefit payable upon Total and Permanent Disablement.

If, prior to the Normal Retirement Date, a Contributory Member:

- (a) becomes Totally and Permanently Disabled while still an Employee; or
- (b) within 30 days of ceasing to be an Employee, becomes disabled to the extent that the Member would have been entitled to a Total and Permanent Disablement benefit if the Member had remained an Employed Member, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

the amount of the benefit payable to the Member from the Fund is equal to the amount which would have been payable had the Member died on the day on which the Member became Totally and Permanently Disabled, provided that, in the case of Total and Permanent Disablement, if the Member has not retired from all Gainful Employment because of permanent incapacity or permanent invalidity in terms of any applicable requirement of a Relevant Law regarding preservation of benefits, then that part of the benefit which must be preserved in order to comply with the Relevant Law must be transferred to an Approved Benefit Arrangement or to division 4.

5.6.7 Benefit payable upon Total Disability.

- (a) **Entitlement to income benefit.** If a Contributory Member becomes Totally Disabled before the Normal Retirement Date while an Employee and while contributing to the Fund pursuant to clause 5.4.2 -
 - (1) an income benefit is payable to the Member, subject to the following provisions of this clause 5.6.7; and
 - (2) while that income benefit is payable, no other benefit shall become payable to or in respect of the Member under any other provision of the Deed except as provided for in this clause.
- (b) **Overriding insurance conditions.** Notwithstanding anything expressed or implied to the contrary in this clause 5.6.7 or part 1.11, if the income benefit is secured by Group Life Insurance effected by the Trustee, the amount of the income benefit and the terms and conditions of its payment are subject to adjustment to take account of the amount of, and terms and conditions of, payment of the proceeds of such Insurance.
- (c) **Amount of income benefit.** Subject to clause 5.6.7(b) and part 1.11, the annual amount of the income benefit shall be 75% of the Member's Salary as at the Date of Disablement.
- (d) **Payment and cessation of income benefit.**
 - (1) Subject to clause 5.6.7(b) and part 1.11, the income benefit is payable by monthly instalments. The income benefit will be payable at the expiration of a period of three months after the Member's Date of Disablement (the "admission date"), with the first instalment falling due on the first day of the month coincident with or next following the admission date.
 - (2) Unless a later cessation date is agreed between the Trustee and the Principal Employer, the income benefit (subject to clause 5.6.7(b)) ceases to be payable on the date (the "cessation date") which is the earliest to occur of the following -

- (A) the date as at which the Member ceases to satisfy the definition of Total Disability;
- (B) the date as at which the Member is determined to have become Totally and Permanently Disabled;
- (C) the date of the Member's death;
- (D) the Member's Normal Retirement Date; and
- (E) the date as at which the Member has been in receipt of an income benefit under this clause 5.6.7 for a continuous period of 24 months,

with the last instalment falling due on the first day of the month coincident with or next following the cessation date. The first and last instalments shall each be a proportionate amount having regard to the number of days for which the income benefit was payable in the previous month.

(e) **Arrangements after cessation of income benefit.**

- (1) If the Member continues to be, or again becomes, an Employee when the income benefit ceases, the Member shall continue as a Member of division 5 and the Deed shall continue to apply to and in respect of the Member.
- (2) If the Member does not continue to be, or again become, an Employee when the income benefit ceases there shall be payable to or in respect of the Member from the Fund a benefit determined in accordance with the relevant provisions of division 5 on the date as at which the income benefit ceased to be payable.

(f) **Interpretational provisions.** For the purposes of the whole or any particular provision of the Deed, in the case of a Member who is entitled to receive an income benefit under this clause 5.6.7 -

- (1) the Member is deemed to have remained an Employee during the whole of the period for which the income benefit is payable and any deferment or waiting period for that benefit (the aggregate of such periods being hereinafter referred to as "the Disability Period"); and
- (2) during the Disability Period the Member's Salary shall be deemed to be equal to the Member's Salary immediately before the Date of Disablement or, subject to part 1.2, any greater amount as may be determined by the Principal Employer.

(g) **Lump sum payments: special circumstances.** If during payment of the income benefit to a Member the Trustee determines that a payment under this clause 5.6.7(g) is appropriate and that to make such a payment would not, in the opinion of the Trustee, cause the Fund to be in breach of or to fail to comply with any applicable requirement of the Relevant Law, the Trustee and the Principal Employer may agree to pay or apply from the Fund for or in respect of the Member an amount or amounts not exceeding, in the aggregate, the minimum lump sum benefit (if any) which would have been payable from the Fund if the Member had voluntarily ceased to be an Employee in good health and without the consent or approval of the Employer on the date of that payment from the Fund provided that, unless otherwise agreed between the Trustee and the Principal Employer, any benefit which later becomes payable from the Fund in respect of the Member (other than the income benefit) must be adjusted in the manner and to the extent the Trustee considers appropriate and equitable to take account of any payments made pursuant to this clause 5.6.7.

5.6.8 Retrenchment benefit.

If a Contributory Member ceases to be an Employee in circumstances which the Principal Employer notifies the Trustee constitute retrenchment there is payable to the Member from the Fund a lump sum benefit of an amount equal to the sum of -

- (a) an amount calculated in accordance with clauses 5.6.1(a), (b) and (c) based on the Member's Contributory Membership up to the date of retrenchment; and
- (b) the Member's Productivity Accumulation Account Balance; and
- (c) the Member's Special Accumulation Account Balance if any; and
- (d) the Member's Interim Scheme Benefit (if any); and
- (e) the Member's Supplementary Benefit (if any); and
- (f) the Member's Voluntary Account Balance (if any).

5.6.9 Benefit on termination of employment.

Subject to division 1, if a Contributory Member ceases to be an Employee in circumstances where no other benefit is payable under part 5.6, there is payable to the Member from the Fund a lump sum benefit equal to the sum of -

- (a) an amount determined in accordance with the following formula:

$$(A \times R) + (V \times [B - (A \times R)]) + C$$

where

- "A" is the Member's Defined Benefit Member Account Balance;
- "B" is the benefit payable in accordance with clauses 5.6.1(a) and (b) based on the Member's Contributory Membership until the date of ceasing to be an Employee;
- "C" is the product of the Member's Previous Fund Benefit Factor and Final Average Salary;
- "R" is 5% times the Member's Period of Contributory Membership divided by the Member's Aggregate Contribution Percentage provided that "R" shall not be greater than 1;
- "V" is the period of Contributory Membership and Previous Fund Membership in years and complete months divided by 4, provided that "V" shall not be greater than 1; and

- (b) the Member's Productivity Accumulation Account Balance; and
- (c) the Member's Special Accumulation Account Balance (if any); and
- (d) the Member's Interim Scheme Benefit (if any); and
- (e) the Member's Supplementary Benefit (if any); and
- (f) the Member's Voluntary Account Balance (if any).

**DIVISION 6
ACCUMULATION PLAN**

**Part 6.1
Application and Interpretation**

6.1.1 Application of division 6.

- (a) This division 6 is always subject to division 1 of this Deed, and division 1 prevails over this division 6 to the extent of any conflict.
- (b) This division 6 only applies to and in respect of a member of the Fund who is for the time being categorised as a Member of this division 6.

6.1.2 Definitions.

In this division 6, unless the contrary intention appears or the context requires otherwise:

"Base Salary" means, subject to part 1.2:

- (a) in relation to a Member (other than a Former Division 8 Member or a Sensis Member), the base salary of the Member as at the date the Member became a Member of this division 6 and each subsequent 1 July as determined by the Principal Employer either generally or in any particular case and as then notified to the Trustee; or
- (b) in relation to a Former Division 8 Member or a Sensis Member, the Member's Salary.

"Date of Disablement" means in relation to a Member who is or was Totally Disabled the date determined by the Trustee to be the date on which the illness or injury which (in the opinion of the Trustee after considering evidence satisfactory to the Trustee) was the primary cause of that disablement commenced or occurred, or, in any case, any other date the Trustee may declare to be the Member's Date of Disablement for the purposes of the whole or any particular provision of this division 6.

"Division 6 MySuper Member" means a Member of this division 6 who is a MySuper Member.

"Former Division 3 Member" means a Member who immediately prior to the MySuper Commencement Date, was an Employee who was categorised as a Fund member under what was then division 3 of the Fund's Deed and who was recategorised with effect on the MySuper Commencement Date under clause 1.16.4 to become a Member of this division 6.

"Former Division 8 Accumulation Member" means a Member who:

- (a) immediately prior to the MySuper Commencement Date, was an Employee who was categorised as an "Accumulation Member" under division 8 of the Fund's Deed and who was recategorised with effect on the MySuper Commencement Date under clause 1.16.4 to become a Member of this division 6; or
- (b) on or after the MySuper Commencement Date made an election under either clause 8.6.2A(a)(1) or clause 8.6.2A(b), or made an election referred to in clause 8.6.2A(e)(A), and became a Member of this division 6.

"Former Division 8 CACCUM Member" means a Member who, immediately prior to the MySuper Commencement Date, was an Employee who was categorised as a "Former Category CACCUM Member" under division 8 of the Fund's Deed and who was recategorised

with effect on the MySuper Commencement Date under clause 1.16.4 to become a Member of this division 6.

"Former Division 8 Member" means a Former Division 8 Accumulation Member, a Former Division 8 CACCUM Member or a Former Division 8 Telstra Accumulation Member.

"Former Division 8 Telstra Accumulation Member" means a Member who:

- (a) immediately prior to the MySuper Commencement Date, was an Employee who was categorised as a "Former Telstra Accumulation Member" under division 8 of the Fund's Deed and who was recategorised with effect on the MySuper Commencement Date under clause 1.16.4 to become a Member of this division 6; or
- (b) on or after the MySuper Commencement Date made an election under clause 8.6.2A(a)(2), or made an election referred to in clause 8.6.2A(e)(B), and became a Member of this division 6.

"Former Fund" means the Pacific Access Superannuation Fund established on 21 December 1990.

"Former Fund Member" means a Former Division 8 Member who immediately prior to the Transfer Date was a member of the Former Fund and who transferred to division 8 of the Fund on the Transfer Date.

"Initial Credit" means in relation to a Former Division 8 CACCUM Member, the amount which the Trustee determines to credit to the Member's Productivity Account in respect of relevant amounts transferred from division 8.

"Member" means an Employee who is categorised by the Principal Employer as a Member of this division 6.

"Member's Account" means in relation to a Member the account of that name maintained in respect of the Member in accordance with part 6.2.

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

"Other Division Benefit" means in relation to an Other Division Member in any particular circumstances and in relation to any other division ("Relevant Other Division") -

- (a) the benefit determined at the date the Other Division Member ceases to be an Employee as if that Member had ceased to be an Employee under the Relevant Other Division in the same (or what the Trustee determines to be the closest equivalent) circumstances but ignoring -
 - (1) any period when that Member was classified as a member of any division other than the Relevant Other Division; and
 - (2) any benefits accrued or accumulated under any division other than the Relevant Other Division; or
- (b) any other benefit determined, as agreed between the Trustee and the Principal Employer from time to time upon the advice of the Actuary, either generally or in any particular case.

“Other Division Member” means a Member who at any time during Superannuation Membership has been classified as a member of any division other than this division 6.

“Productivity Account” means in relation to a Former Division 8 CACCUM Member the account of that name maintained in respect of the Member in accordance with clause 6.2.3.

“Productivity Account Balance” means, in relation to a Former Division 8 CACCUM Member as at any particular date, the credit balance (if any) in the Productivity Account, after all relevant credits and debits have been made to the account.

“Prospective Benefit” means in respect of a Member (other than a Former Division 3 Member) an amount calculated in accordance with the following table having regard to the Member’s age at the Member’s next birthday after the date of his or her death or Total and Permanent Disablement (as applicable), and the Base Salary of the Member at the Member’s next birthday after the date of his or her death or Total and Permanent Disablement (as applicable) and, for the avoidance of doubt, does not include any Additional Insurance Benefit:

Age next birthday	Multiple of Base Salary	Age next birthday	Multiple of Base Salary
16	4.5	39	3.5
17	4.5	40	3.4
18	4.4	41	3.2
19	4.3	42	2.9
20	4.2	43	2.8
21	4.1	44	2.6
22	4.1	45	2.4
23	4.1	46	2.2
24	4.1	47	2.0
25	4.1	48	1.8
26	3.8	49	1.6
27	3.8	50	1.5
28	3.8	51	1.4
29	3.8	52	1.2
30	3.8	53	1.0
31	3.8	54	0.8
32	3.8	55	0.7

Age next birthday	Multiple of Base Salary	Age next birthday	Multiple of Base Salary
33	3.8	56	0.6
34	3.8	57	0.5
35	3.8	58	0.4
36	3.8	59	0.3
37	3.7	60	0.2
38	3.6		

“Salary” means in relation to a Member (other than a Former Division 8 Member or a Sensis Member) at any particular date the Member’s annual rate of salary or wage payable to the Member by the Employer, and advised to the Trustee, including the following allowances:

- (a) an allowance which makes up salary or wages when a person’s salary or wage is reduced;
- (b) an allowance payable in recognition of a particular qualification or standard of proficiency in any skill;
- (c) an allowance payable in recognition of length of service and standard of efficiency attained;
- (d) an allowance payable to a person under the age of 21 years by reason of being married or performing duties normally performed by someone who has attained that age;
- (e) a shift allowance;
- (f) an allowance payable for the performance of higher duties;
- (g) an allowance payable by reason of the Member being on call;
- (h) an allowance payable for being required to be in charge of staff, equipment or premises;
- (i) an allowance payable in lieu of regular overtime or extra duty; and
- (j) an allowance payable as compensation for physical hardship or discomfort associated with the performance of particular duties,

or, subject to part 1.2 and clause 1.18.5, another amount, or an amount calculated in another manner, as notified to the Trustee by the Employer, either generally or in any particular case, from time to time.

“Salary” means in relation to a Member who is a Former Division 8 Member or a Sensis Member, an amount determined at each Review Date representing the Member’s ordinary remuneration but not including the value of any bonus, commission, overtime or like components provided that the Employer may determine such components should be included or that “Salary” of a Member or Members should be determined to be another amount or calculated in another manner either generally or in a particular case or for a particular purpose.

"Sensis Member" means a Member of this division 6 who is an employee of the Associated Employer Sensis Pty Ltd ACN 007 423 912, or Life Events Media Pty Limited ACN 118 014 298, and who is not a Former Division 8 Member.

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

- (a) the same meaning as that phrase has for the time being and from time to time in any applicable policy of insurance; or
 - (b)
 - (1) unless otherwise agreed between the Trustee and the Employer from time to time either generally or in any particular case, that the Member has been continuously absent from all active Work for a period of at least six months and has been required by the Employer to participate in a Rehabilitation Programme; and
 - (2) in the opinion of the Trustee after consideration of any information, evidence and advice provided to the Trustee by the Employer and any other information, evidence and advice the Trustee may consider relevant, the Member has ceased to be an Employee and is unlikely ever to engage in any gainful Work for which the Member is for the time being reasonably qualified by education, training or experience,
- but -
- (3) Total and Permanent Disablement does not include disablement the existence or continuation of which, in the opinion of the Trustee after consideration of any information, evidence and advice provided to the Trustee by the Employer and any other information, evidence and advice as the Trustee may consider relevant, is attributable to a material extent to deliberate action or inaction by any person for the purpose of causing a benefit to become or to continue to be payable from the Fund, including without limitation what the Trustee considers to be an unreasonable refusal to submit to treatment; and
 - (4) a Member who is required by the Employer to participate in a Rehabilitation Programme will not be considered to have suffered Total and Permanent Disablement unless the Member participates in that Programme to the satisfaction of the Trustee.

"Total Disability" in relation to a Member who has relevant cover in accordance with the terms and conditions determined by the Trustee and subject to the terms of any relevant policy of insurance -

- (a) shall have the same meaning as is given to those words (or what the Trustee considers to be the corresponding word or words) for the purposes of any policy of insurance effected or acquired by the Trustee pursuant to the Deed and under which insurance is or may become payable in the event of the disablement of any Member or group of Members (or, where there is more than one policy in force, the policy specified by the Trustee for this purpose); or
- (b) if there is no policy in effect under paragraph (a),
 - (1) in respect of a Member (other than a Former Division 8 Member), disablement as a result of which -
 - (A) unless otherwise agreed between the Trustee and the Employer from time to time either generally or in any particular case, the Member has

been absent from employment with the Employer through injury or illness for three continuous months and is under the regular treatment of a registered medical practitioner; and

- (B) in the opinion of the Trustee, after consideration of medical evidence satisfactory to the Trustee, the Member has, by reason of such injury or illness, been rendered unable for the time being to perform the normal duties of his or her occupation; or
- (2) in respect of a Former Division 8 Member (who is not a Former Fund Member), means disablement as a result of which the Member has been absent from employment with the Employer through injury or illness for three continuous months and is under the regular treatment of a registered medical practitioner; or
- (3) in respect of a Former Fund Member, means such stage of mental or physical incapacity resulting from injury, illness or disease as, in the opinion of the Trustee, after receiving and considering such information and advice as the Trustee considers satisfactory, has rendered the Member wholly and continuously incapable of working in his or her usual occupation, after such qualifying period as the Trustee and the Employer determine,

and the Trustee may, at its discretion (either generally or in any particular case), review the condition of the Member at any time to determine whether the Member continues to satisfy the relevant requirements of this paragraph (b); and

- (c) “**Totally Disabled**” shall have a corresponding meaning.

“**Transfer Date**” means 1 July 2001.

6.1.3 Membership.

Subject to clause 1.27.2, in the case of a Member who at any time since last becoming a member of the Fund was categorised as a member of another division, except for determining and applying the definition of Other Division Benefit as expressly provided in this division 6, the period when that Member was categorised as a member of another division, and any benefits accumulated or accrued under another division shall not be taken into account under this division 6.

Part 6.2 Member’s Account

6.2.1 Establishment.

The Trustee must cause to be maintained in respect of each Member in accordance with this part 6.2 an account to be called the Member’s Account and, in respect of a Former Division 8 CACCUM Member, an additional account to be called the Productivity Account.

6.2.2 Credits and debits – Member’s Account.

There shall be credited to a Member’s Account:

- (a) the Employer’s contributions in respect of the Member in accordance with clause 6.3.1 (but excluding clause 6.3.1(d));
- (b) any contributions by the Member in accordance with clause 6.3.3;

- (c) any amounts transferred in respect of the Member from another division of the Fund;
- (d) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the Member's Account;
- (e) any amount that the Member elects to transfer to the Member's Account that is a "transitional termination payment" (within the meaning of the Tax Act) payable in respect of the Member from an employer;
- (f) investment earnings at the Declared Rate (if positive);
- (g) any contributions made in respect of the Member as an Eligible Spouse;
- (h) any Additional Insurance Benefit;
- (hh) any amount which the Trustee determines to credit to a Division 6 MySuper Member's Member Account; and
- (i) any other amounts (except the Prospective Benefit) which this Deed may require to be credited to the Member's Account or which the Trustee may determine to credit to the Member's Account,

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

- (j) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance;
- (k) any amounts in respect of insurance premiums as determined by the Trustee;
- (l) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Member's Account;
- (m) any amounts transferred in respect of the Member to another division of the Fund;
- (n) any benefit payable from the Member's Account;
- (o) investment earnings at the Declared Rate (if negative);
- (oo) any amount which the Trustee determines to debit to a Division 6 MySuper Member's Member Account; and
- (p) any other amounts which this Deed may require to be debited to the Member's Account or which the Trustee may determine to debit to the Member's Account.

6.2.3 Credits and debits – Productivity Account.

There shall be credited to a Productivity Account:

- (a) the Member's Initial Credit, if any;
- (b) the Employer's contributions in respect of the Member in accordance with clause 6.3.1(d);
- (c) investment earnings at the Declared Rate (if positive); and

- (d) any other amounts (except any insurance proceeds) which this Deed may require to be credited to the Productivity Account or which the Trustee may determine to credit to the Productivity Account,

and there shall be debited to a Productivity Account -

- (e) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (f) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Productivity Account;
- (g) any amounts transferred in respect of the Member to another division of the Fund;
- (h) any benefit payable from the Productivity Account;
- (i) investment earnings at the Declared Rate (if negative); and
- (j) any other amounts which this Deed may require to be debited to the Productivity Account or which the Trustee may determine to debit the Productivity Account.

Part 6.3 Contributions

6.3.1 Employer contributions.

Unless in accordance with this Deed all contributions by the Member's Employer in respect of the Member have ceased in accordance with clause 1.21.1 because the Member is, or is eligible to become, a participant in another Approved Benefit Arrangement as a result of making a "choice of fund" election under the SG Act, and subject to this part 6.3, the Employer will contribute to the Fund:

- (a) in respect of a Member (other than a Former Division 3 Member) at the rate of 9% of Salary, or any other percentage of Salary as determined by the Employer from time to time either generally or in any particular case;
- (b) in the case of a Former Division 3 Member who is classified by the Employer as a fixed-term employee for the purposes of this clause, the amount determined in respect of each Employed Pay Period of the Member in accordance with the following formula:

$$\text{Basic Contribution} = C \times E \quad [(\text{HP} \times 0.5) + \text{WP}]$$

FTE

or

- (c) in the case of any other Former Division 3 Member, the SG Benefit;
- (d) in respect of a Former Division 8 CACCUM Member, at the rate of 3% of Salary, or any other percentage determined by the Employer from time to time either generally or in any particular case; and
- (e) any additional amount which the Employer may determine either generally or in any particular case.

6.3.2 Relevant definitions.

For the purposes of the formula in clause 6.3.1(b):

- (a) "C" is in the case of a Member who is for the time being classified as a fixed-term employee, the SG Benefit;
- (b) "E" is the total period of the Member's Employment during that Employed Pay Period, as advised by the Employer;
- (c) "FTE" is the minimum period of full time work prescribed for that Employed Pay Period by the Employer in respect of a person actively engaged on a full time basis in the same job classification or designation as the Member, as advised by the Employer;
- (d) "HP" is any period of Employment during the Employed Pay Period when the Member is on approved long service leave or approved sick leave on other than full pay or the equivalent of full pay, as advised by the Employer; and
- (e) "WP" is any period of Employment during the Employed Pay Period when the Member is not entitled to receive any payments from the Employer, as advised by the Employer,

but, in any case, the amount determined in accordance with the formula shall not exceed the value of C.

6.3.3 Member contributions.

A Member and his or her Spouse may make voluntary contributions as the Trustee approves from time to time and in accordance with the procedures determined by the Trustee from time to time.

**Part 6.4
Benefits**

6.4.1 Death or Total and Permanent Disablement benefit.

Subject to clause 6.4.2, if -

- (a) a Member dies:
 - (i) while an Employee; or
 - (ii) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case; or
- (b) a Member:
 - (i) ceases to be an Employee because of Total and Permanent Disablement; or
 - (ii) within 30 days of ceasing to be an Employee, becomes disabled to the extent that the Member would have been entitled to a Total and Permanent Disablement benefit if the Member had remained an Employed Member, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

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

- (c) the Member's Account Balance;
- (d) the Member's Prospective Benefit, if any; and
- (e) the Member's Other Division Benefit, if any.

6.4.2 Death or Total and Permanent Disablement benefit for Former Division 8 Members.

If a Former Division 8 Member dies while an Employee or ceases to be an Employee because of Total and Permanent Disablement, there is payable to or in respect of the Member a lump sum benefit of an amount equal to the sum of:

- (1) the Member's Account Balance;
- (2) in the case of a Former Division 8 CACCUM Member, the Member's Productivity Account Balance; and
- (3) the Member's Prospective Benefit, if any.

6.4.3 Income protection benefit.

- (a) **Entitlement to income protection benefit.** If a Member (other than a Former Division 3 Member) becomes Totally Disabled before age 65 while an Employee -
 - (1) an income protection benefit is payable to the Member, subject to the following provisions of this clause 6.4.3; and
 - (2) while that income protection benefit is payable, no other benefit shall become payable to or in respect of the Member under any other provision of the Deed except as provided for in this clause 6.4.3.
- (b) **Overriding insurance conditions.** Notwithstanding anything expressed or implied to the contrary in this clause 6.4.3 or part 1.11, if the income protection benefit is secured by Group Life Insurance effected by the Trustee, the amount of the income protection benefit and the terms and conditions of its payment are subject to adjustment to take account of the amount of, and terms and conditions of, payment of the proceeds of such Insurance.
- (c) **Amount of income protection benefit.** Subject to clause 6.4.3(b) and part 1.11, the annual amount of the income protection benefit shall be 75% of the Member's Base Salary as at the Date of Disablement but this amount shall be reduced by the amount of any other payments received by the Member from the Employer in respect of the illness or injury, as determined by the Employer and advised by the Employer to the Trustee.

(d) Payment and cessation of income protection benefit.

- (1) Subject to clause 6.4.3(b) and part 1.11, the income protection benefit is payable by monthly instalments. The income protection benefit will become payable at the expiration of a period of three months (or any lesser period as determined by the Trustee either generally or in any particular case) after the Member's Date of Disablement (the "admission date"), with the first instalment falling due on the first day of the month coincident with or next following the admission date.
- (2) Unless another cessation date is agreed between the Trustee and the Principal Employer, the income protection benefit (subject to clause 6.4.3(b)) ceases to be payable on the date (the "cessation date") which is the earliest to occur of the following -
 - (A) the date the Member ceases to satisfy the definition of Total Disability;
 - (B) the date the Member is determined to have become Totally and Permanently Disabled;
 - (C) the date of the Member's death;
 - (D) the date the Member attains age 65; and
 - (E) the date the Member has been in receipt of an income protection benefit under this clause 6.4.3 (or any equivalent predecessor clause, including any equivalent clause in respect of Members who were recategorised into this division 6 from division 8) for a continuous period of 24 months,

with the last instalment falling due on the first day of the month coincident with or next following the cessation date. The first and last instalments shall each be a proportionate amount having regard to the number of days for which the income protection benefit was payable in the previous month.

(e) Arrangements after cessation of income protection benefit.

- (1) If the Member continues to be, or again becomes, an Employee when the income protection benefit ceases, the Member shall continue as a Member of division 6 and the Deed shall continue to apply to and in respect of the Member.
- (2) If the Member does not continue to be, or again become, an Employee when the income protection benefit ceases, there shall be payable to or in respect of the Member from the Fund a benefit determined in accordance with the relevant provisions of division 6 on the date as at which the income protection benefit ceased to be payable.

(f) Interpretational provisions. For the purposes of the whole or any particular provision of the Deed, in the case of a Member who is entitled to receive an income protection benefit under this clause 6.4.3 -

- (1) the Member is deemed to have remained an Employee during the whole of the period for which the income protection benefit is payable and any deferment or waiting period for that benefit (the aggregate of such periods being hereinafter referred to as "the Disability Period"); and
- (2) during the Disability Period the Member's Base Salary shall be deemed to be equal to the Member's Base Salary immediately before the Date of Disablement

or, subject to part 1.2, any greater amount as may be determined by the Employer.

6.4.4 Other benefits.

In the case of a Member who ceases to be an Employee in circumstances where no benefit is payable under clause 6.4.1, clause 6.4.2 or clause 6.4.3, there is payable to the Member a lump sum benefit of an amount equal to the sum of -

- (a) the Member's Account Balance;
- (b) the Member's Other Division Benefit, if any; and
- (c) in the case of a Former Division 8 CACCUM Member, the Member's Productivity Account Balance.

**DIVISION 8
SENSIS™ SUPER PLUS**

**Part 8.1
Application and Interpretation**

8.1.1 Application of division 8.

- (a) This division 8 is always subject to division 1 of this Deed, and division 1 prevails over this division 8 to the extent of any conflict.
- (b) This division 8 only applies to and in respect of a member of the Fund who is for the time being categorised as a Member of this division 8.

8.1.2 Definitions.

In this division 8, unless the contrary intention appears or the context requires otherwise:

“Accrued Retirement Benefit” means as at any particular date the amount which is equal to the sum of the amount calculated in accordance with the following formula:

$$((AR \times DM) + ABM) \times FAS$$

where:

“AR” is the relevant accrual rate, as follows, depending on the Member’s category of membership from time to time:

- (a) in the case of a Category A Member, 20.0%
- (b) in the case of a Category B Member, 17.5%
- (c) in the case of a Category C Member, 15.0%
- (d) in the case of a Category E Member, 17.5%; and

“DM” is the aggregate period of Division 8 Membership (expressed in years and complete months) during which the relevant accrual rate applied in respect of the Member; and

“ABM” is any additional benefit multiple that applies to a Former Fund Member as at the Transfer Date and which the trustee of the Former Fund notified to the Trustee; and

“FAS” is the Member’s Final Average Salary.

“Additional Account” means in relation to an ADS Member the account of that name maintained in respect of that Member in accordance with clause 8.3.1(b).

“Additional Account Balance” means, in relation to an ADS Member as at any particular date, the credit balance (if any) in the Additional Account, after all relevant credits and debits have been made to the account.

“ADS Member” is a Former Fund Member who was previously a member of the ADS Staff Superannuation Plan and who is identified on the Transfer Date by the trustee of the Former Fund to the Trustee.

“Bridging Account” means in relation to a Bridging Member the account of the name maintained in respect of that Member under clause 8.3.1(c).

“Bridging Account Balance” means, in relation to an Bridging Member as at any particular date, the credit balance (if any) in the Bridging Account, after all relevant credits and debits have been made to the account.

“Bridging Member” is a Former Fund Member who had a “Bridging Account” and who is identified on the Transfer Date by the trustee of the Former Fund to the Trustee.

“Category A Member” means a Member who:

(a) immediately prior to the Transfer Date was classified as a “Category A Member” under the Former Fund trust deed and is presently classified as a Category A Member of this division 8 by the Employer; or

(b) is presently classified as a Category A Member of this division 8 by the Employer,

and whose benefits are determined under part 8.7.

“Category B Member” means a Member who:

(a) immediately prior to the Transfer Date was classified as a “Category B Member” under the Former Fund trust deed and is presently classified as a Category B Member of this division 8 by the Employer; or

(b) is presently classified as a Category B Member of this division 8 by the Employer,

and whose benefits are determined under part 8.7.

“Category C Member” means a Member who:

(a) immediately prior to the Transfer Date was classified as a “Category C Member” under the Former Fund trust deed and is presently classified as a Category C Member of this division 8 by the Employer; or

(b) is presently classified as a Category C Member of this division 8 by the Employer,

and whose benefits are determined under part 8.7.

“Category CACCUM Member” means a Category C Member:

(a) who immediately prior to the Transfer Date was classified as a “Member of the Old Plan” of the Former Fund;

(b) who has a Productivity Account; and

(c) whose benefits are determined under part 8.7.

“Category E Member” means a Member who:

(a) immediately prior to the Transfer Date was classified as a “Management Member” under schedule 2A of the Former Fund trust deed and who is presently classified as a Category E Member of this division 8 by the Employer; or

(b) is presently classified as a Category E Member of this division 8 by the Employer,

and whose benefits are determined under part 8.9.

“Date of Disablement” means, in relation to a Member who is or was Totally Disabled, the date determined by the Trustee to be the date on which the illness or injury which (in the opinion of the Trustee after considering evidence satisfactory to the Trustee) was the primary cause of that disablement commenced or occurred, or, in any case, any other date the Trustee may declare to be the Member’s Date of Disablement for the purposes of the whole or any particular provision of this division 8.

“Defined Benefit Member” means:

(a) a Category A Member;

(b) a Category B Member;

(c) a Category C Member (including a “Former Division 8 Accumulation Member” under division 6 who makes an election under clause 8.6.2A(c) to again become a Defined Benefit Member); or

(d) a Category CACCUM Member,

whose benefits are determined under part 8.7, but excludes:

(e) a Casual Employee.

“Defined Benefit Member Account” means in relation to a Defined Benefit Member the account of that name maintained in respect of the Member in accordance with clause 8.2.1(b).

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

“Final Average Salary” means, in relation to a Member, the average of the Member’s annual Salaries at each of the Review Dates during the three year period immediately preceding the earlier of:

(a) the date the Member ceased to be an Employee; or

(b) the date the Member attains the age of 65 years.

If the Member’s Superannuation Membership immediately preceding the relevant date is less than three years then (unless another basis of calculation is determined by the Employer) the average of the Member’s annual Salary at each of the Review Dates during the period of Superannuation Membership shall be deemed to be the Member’s Final Average Salary. In any particular case, the Final Average Salary shall be such other amount or determined in such other manner as may be determined by the Employer and approved by the Member from time to time for the purposes of the whole or any particular provision of the Deed.

“Former Fund” means the Pacific Access Superannuation Fund established on 21 December 1990.

“Former Fund Member” means a Member who immediately prior to the Transfer Date was a member of the Former Fund and who transferred to the Fund on the Transfer Date and has continued as a Member of division 8 since that date.

“Former Telstra DB Member” means a Category E Member whose benefits are determined under part 8.9, but excludes a Casual Employee.

“Former Telstra Employee” means a Former Fund Member who was categorised as a “Former Telstra Employee” under the Former Fund trust deed.

“Former TSS Division 2 Member” means a Former Fund Member who immediately before becoming an employee of Pacific Access Pty Ltd (now known as Sensis Pty Ltd) on 1 November 1997 was a member of division 2 of the Fund and who has remained an Employee of Sensis Pty Ltd since that time.

“Former TSS Division 5 Member” means a Former Fund Member who immediately before becoming an employee of Pacific Access Pty Ltd (now known as Sensis Pty Ltd) on 1 November 1997 was a member of division 5 of the Fund and who has remained an Employee of Sensis Pty Ltd since that time.

“Initial Credit” means, in relation to a Former Fund Member, any amount which the Trustee determines to credit to the Member’s Account, Defined Benefit Member Account, Productivity Account, Voluntary Account, Additional Account, Bridging Account or the Telstra Top-up Account, in respect of amounts transferred to the Fund from the Former Fund.

“Member” means an Employee who is for the time being categorised by the Employer as a Member of this division 8.

“Member’s Account” means the account of that name maintained in respect of each relevant Member in accordance with clause 8.2.1(a).

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

“Permanent Part-Time Employee” means an Employee who is for the time being classified by the Employer as a permanent part-time employee in accordance with the Employer’s normal work force classification rules and procedures (having regard to applicable awards and industrial agreements) and who the Employer notifies to the Trustee.

“Permanent Part-Time Employee (<15 hours)” means a Permanent Part-Time Employee who is advised by the Employer to the Trustee as being a person who works less than 15 hours per week.

“Productivity Account” means in relation to a Category CACCUM Member the account of that name maintained in respect of the Member in accordance with clause 8.3.1(a).

“Productivity Account Balance” means, in relation to a Category CACCUM Member as at any particular date, the credit balance (if any) in the Productivity Account, after all relevant credits and debits have been made to the account.

“Prospective Benefit” means with respect to a Former TSS Division 2 Member or a Former TSS Division 5 Member, the prospective death or Total and Permanent Invalidity benefit, as

applicable, that would have been paid to that Member from the Fund pursuant to the following formula had the Member died or become Totally and Permanently Invalid as at 1 November 1997:

$$\text{FAS} \times \text{P} \times \text{FM60}$$

where -

“**FAS**” is the Member’s Final Average Salary under the Fund as at 1 November 1997;
and

“**P**” is:

- (1) if the Member is a Former TSS Division 2 Member, 20%; or
- (2) if the Member is a Former TSS Division 5 Member, 18%; and

“**FM60**” is the number of years (and any fraction of a year not forming part of a complete year) between the date of death or Total and Permanent Invalidity, as applicable, and the date the Member would have attained:

- (1) if the Member is a Former TSS Division 2 Member, the age of 60 years; or
- (2) if the Member is a Former TSS Division 5 Member, the age of 65 years,

and, for this purpose, if that Member is determined to be Totally and Permanently Invalid under this division 8, the Member will be deemed to have been “Totally and Permanently Invalid” under the Fund as at 1 November 1997.

“**Retrenchment**” means, in relation to a Defined Benefit Member, the Member ceasing to be an Employee in circumstances which the Employer advises the Trustee constitute the Retrenchment of the Member and “**Retrenched**” has a corresponding meaning.

“**Review Date**” means 1 July in each year or any other date determined from time to time by the Division 8 Employer to be the Review Date.

“**Salary**” means:

- (a) in relation to a Member, an amount determined at each Review Date representing the Member’s ordinary remuneration but not including the value of any bonus, commission, overtime or like components provided that the Employer may determine such components should be included or that “Salary” of a Member or Members should be determined to be another amount or calculated in another manner either generally or in a particular case or for a particular purpose; and
- (b) for the purpose of calculating death and Total and Permanent Invalidity benefits in relation to a Defined Benefit Member or a Former Telstra DB Member, the greater of the Member’s Salary under paragraph (a):
 - (1) at the most recent Review Date; or
 - (2) as at the date of death or Total and Permanent Invalidity, as applicable.

“**Telstra Top-up Account**” means, in relation to a Former Telstra DB Member who elected not to receive a Telstra Transfer Benefit, the account of that name maintained in respect of the Member in accordance with part 8.5.

“Telstra Top-up Account Balance” means, in relation to a Former Telstra DB Member, as at any particular date the credit balance (if any) in the Telstra Top-up Account, after all relevant credits and debits have been made to that account.

“Telstra Transfer Benefit” means the 15% lump sum transfer benefit that a Former Telstra Employee may have elected to receive on his or her change of employment from the Principal Employer to Pacific Access Pty Ltd (now known as Sensis Pty Ltd) on 1 November 1997.

“Telstra Transitional Period” means the period of five years commencing from the date that the Former Telstra Employee became an employee of Pacific Access Pty Ltd (now known as Sensis Pty Ltd) on 1 November 1997.

“Total and Permanent Invalidity” in relation to a Defined Benefit Member or a Former Telstra DB Member:

- (a) has the same meaning as is given to those words for the purposes of any policy of insurance effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the relevant Insurer for the purposes of the Group Life Insurance and every question as to whether a Member is Totally and Permanently Invalid shall be decided by the Insurer and the decision of the Insurer shall be final; or
- (b) if at the relevant time there is no Group Life Insurance in force as referred to in paragraph (a) or in any other circumstances agreed between the Trustee and the Employer, means:
 - (1) in the case of a Category CACCUM Member for the purposes of clause 8.7.3(c)(2), his or her incapacity to the extent:
 - (A) 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
 - (B) after a period of six consecutive months' continuous absence from all active employment on account of illness or injury which is proven to the satisfaction of the Trustee that in the opinion of the Trustee (after considering such medical or other evidence or advice as it requires from time to time) the Member is unable and unlikely ever again to be able to undertake any form of remunerative work for which the Member is reasonably fitted by education or training or experience,

provided that the Trustee is satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the Fund. Every question as to whether a Member is Totally and Permanently Invalid shall be decided by the Trustee and the decision of the Trustee shall be final; and
 - (2) in the case of all other Defined Benefit Members and Former Telstra DB Members, disablement due to an illness or injury as a result of which:
 - (A) the Member has been continuously apart from all active employment for a period of at least 6 months or any lesser period agreed between the Employer and the Trustee from time to time; and
 - (B) in the opinion of the Trustee, after consideration of information and advice provided by the Employer and any other information and advice which the Trustee considers relevant, the Member is incapacitated to such an extent

as to render the Member unlikely ever to engage in any Gainful Employment for which the Member is for the time being reasonably qualified by education, training or experience,

but does not include disablement the existence or continuation of which, in the opinion of the Trustee after consideration of any information and advice provided to the Trustee by the Employer and any other information and advice which the Trustee may consider relevant, is attributable to a material extent to deliberate action or inaction by any person for the purpose of causing a benefit to become or to continue to be payable from the Fund, including in the opinion of the Trustee an unreasonable refusal by the Member concerned to submit to treatment; and

(c) **“Totally and Permanently Invalid”** has a corresponding meaning.

“Total Disability” in relation to a Member (other than a Casual Employee or a Permanent Part-Time Employee (<15 hours)) who has relevant cover in accordance with the terms and conditions determined by the Trustee and subject to the terms of any relevant policy of insurance –

- (a) has the same meaning as is given to those words (or what the Trustee considers to be the corresponding word or words) for the purposes of any policy of insurance effected or acquired by the Trustee and under which insurance is or may become payable in the event of the temporary disablement of any Member or group of Members (or, where there is more than one policy in force, the policy specified by the Trustee for this purpose); or
- (b) if there is no policy in effect under paragraph (a), and unless otherwise agreed between the Trustee and the Employer from time to time either generally or in any particular case -
 - (1) in respect of all Members other than Former Fund Members as at the Transfer Date, means disablement as a result of which the Member has been absent from employment with the Employer through injury or illness for three continuous months and is under the regular treatment of a registered medical practitioner; and
 - (2) in respect of Former Fund Members, means such stage of mental or physical incapacity resulting from injury, illness or disease as, in the opinion of the Trustee, after receiving and considering such information and advice as the Trustee considers satisfactory, has rendered the Member wholly and continuously incapable of working in his or her usual occupation, after such qualifying period as the Trustee and the Employer determine,

and the Trustee may at its discretion (either generally or in any particular case), review the condition of the Member at any time to determine whether the Member continues to satisfy the requirements of this paragraph (b); and

(c) **“Totally Disabled”** has a corresponding meaning.

“Transfer Date” means 1 July 2001.

“Voluntary Account” means, in relation to a Defined Benefit Member or a Former Telstra DB Member, the account of that name maintained in respect of the Member in accordance with part 8.4.

“Voluntary Account Balance” means, in relation to a Defined Benefit Member or a Former Telstra DB Member as at any particular date, the credit balance (if any) in the Member’s Voluntary Account, after all relevant credits and debits have been made to the account.

Part 8.2 Member’s Accounts

8.2.1 Establishment.

- (a) The Trustee must cause to be maintained in respect of
 - (1) a Defined Benefit Member to whom clause 8.7.1(d) applies; and
 - (2) a Former Telstra DB Member to whom clause 8.9.1(d) applies,
 an account in accordance with clause 8.2.2 to be called the Member’s Account.
- (b) The Trustee must cause to be maintained in respect of each Defined Benefit Member and each Former Telstra DB Member an account in accordance with clause 8.2.3 to be called the Defined Benefit Member Account.

8.2.2 Credits and debits.

There shall be credited to a Member’s Account:

- (a) the Member’s Initial Credit, if any;
- (b) the Employer’s contributions in respect of the Member under clause 8.6.1(a)(1) or clause 8.6.1(b);
- (c) any contributions by or in respect of the Member under clause 8.6.2(a);
- (d) any amounts transferred in respect of the Member from another division of the Fund;
- (e) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the Member’s Account;
- (f) any amount that the Member elects to transfer to the Member’s Account that is a “transitional termination payment” (within the meaning of the Tax Act) payable in respect of the Member from an employer;
- (g) investment earnings at the Declared Rate (if positive);
- (h) any contributions made in respect of the Member as an Eligible Spouse;
- (i) any Additional Insurance Benefit; and
- (j) any other amounts (except the Prospective Benefit or proceeds of Group Life Insurance (excluding the Additional Insurance Benefit)) which this Deed may require to be credited to the Member’s Account or which the Trustee may determine to credit to the Member’s Account,

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

- (k) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (l) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Member's Account;
- (m) any amounts transferred in respect of the Member to another division of the Fund;
- (n) any benefit payable from the Member's Account;
- (o) investment earnings at the Declared Rate (if negative); and
- (p) any other amounts which this Deed may require to be debited to the Member's Account or which the Trustee may determine to debit to the Member's Account.

8.2.3 Credits and debits.

There shall be credited to a Defined Benefit Member Account:

- (a) the Member's Initial Credit, if any;
- (b) any contributions by or in respect of the Member under clause 8.6.2(b);
- (c) investment earnings at the Declared Rate (if positive); and
- (d) any other amounts (except any insurance proceeds) which this Deed may require to be credited to the Defined Benefit Member Account or which the Trustee may determine to credit to the Defined Benefit Member Account,

and there shall be debited to a Defined Benefit Member Account:

- (e) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (f) any amounts transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Member's Account;
- (g) any amounts transferred in respect of the Member to another division of the Fund;
- (h) any benefit payable from the Defined Benefit Member Account;
- (i) investment earnings at the Declared Rate (if negative); and
- (j) any other amounts which this Deed may require to be debited to the Defined Benefit Member Account or which the Trustee may determine to debit to the Defined Benefit Member Account.

Part 8.3
Productivity, Additional and Bridging Accounts

8.3.1 Establishment.

- (a) The Trustee must cause to be maintained in respect of each Category CACCUM Member an account in accordance with clause 8.3.2 to be called the Productivity Account.
- (b) The Trustee must cause to be maintained in respect of each ADS Member an account in accordance with clause 8.3.3 to be called the Additional Account.
- (c) The Trustee must cause to be maintained in respect of each Bridging Member an account in accordance with clause 8.3.4 to be called the Bridging Account.

8.3.2 Credits and debits.

There shall be credited to a Productivity Account:

- (a) the Member's Initial Credit, if any;
- (b) the Employer's contributions in respect of the Member in accordance with clause 8.6.1(a)(2);
- (c) investment earnings at the Declared Rate (if positive); and
- (d) any other amounts (except any insurance proceeds) which this Deed may require to be credited to the Productivity Account or which the Trustee may determine to credit to the Productivity Account,

and there shall be debited to a Productivity Account -

- (e) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (f) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Productivity Account;
- (g) any amounts transferred in respect of the Member to another division of the Fund;
- (h) any benefit payable from the Productivity Account;
- (i) investment earnings at the Declared Rate (if negative); and
- (j) any other amounts which this Deed may require to be debited to the Productivity Account or which the Trustee may determine to debit the Productivity Account.

8.3.3 Credits and debits.

There shall be credited to an Additional Account:

- (a) the Member's Initial Credit, if any;
- (b) investment earnings at the Declared Rate (if positive); and

- (c) any other amounts (except any insurance proceeds) which this Deed may require to be credited to the Additional Account or which the Trustee may determine to credit to the Additional Account,

and there shall be debited to an Additional Account -

- (d) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (e) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Additional Account;
- (f) any amounts transferred in respect of the Member to another division of the Fund;
- (g) any benefit payable from the Additional Account;
- (h) investment earnings at the Declared Rate (if negative); and
- (i) any other amounts which this Deed may require to be debited to the Additional Account or which the Trustee may determine to debit the Additional Account.

8.3.4 Credit and debits.

There shall be credited to a Bridging Account:

- (a) the Member's Initial Credit, if any;
- (b) investment earnings at the Declared Rate (if positive); and
- (c) any other amounts (except any insurance proceeds) which this Deed may require to be credited to the Bridging Account or which the Trustee may determine to credit to the Bridging Account,

and there shall be debited to a Bridging Account -

- (d) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (e) any amount transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Bridging Account;
- (f) any amounts transferred in respect of the Member to another division of the Fund;
- (g) any benefit payable from the Bridging Account;
- (h) investment earnings at the Declared Rate (if negative); and
- (i) any other amounts which this Deed may require to be debited to the Bridging Account or which the Trustee may determine to debit to the Bridging Account.

Part 8.4 Voluntary Account

8.4.1 Establishment.

The Trustee must cause to be maintained in respect of each Defined Benefit Member or Former Telstra DB Member by or in respect of whom contributions pursuant to clause 8.6.1(b) or clause 8.6.2(a) are made, or in respect of whom an amount is transferred from an Approved Benefit Arrangement pursuant to clause 1.27.1, an account in accordance with clause 8.4.2 to be called the Voluntary Account.

8.4.2 Credits and debits.

There shall be credited to a Voluntary Account -

- (a) the Member's Initial Credit, if any;
- (b) any contributions made by the Employer under clause 8.6.1(b);
- (c) the contributions made by or in respect of the Member under clause 8.6.2(a);
- (d) any amounts transferred in respect of the Member from another division of the Fund;
- (e) any amount transferred from an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to credit to the Voluntary Account;
- (f) any amount that the Member elects to transfer to the Voluntary Account that is a "transitional termination payment" (within the meaning of the Tax Act) payable in respect of the Member from an employer;
- (g) investment earnings at the Declared Rate (if positive);
- (h) any contributions made in respect of the Member as an Eligible Spouse;
- (i) any Additional Insurance Benefit; and
- (j) any other amounts (except the Prospective Benefit or proceeds of Group Life Insurance (excluding the Additional Insurance Benefit)) which this Deed may require to be credited to the Voluntary Account or which the Trustee determines to credit to the Voluntary Account,

and there shall be debited to a Voluntary Account -

- (k) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (l) any amounts transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Voluntary Account;
- (m) any amounts transferred in respect of the Member to another division of the Fund;
- (n) any benefit payable from the Voluntary Account;

- (o) investment earnings at the Declared Rate (if negative); and
- (p) any other amounts which this Deed may require to be debited to the Voluntary Account or which the Trustee determines to debit to the Voluntary Account.

Part 8.5 Telstra Top-up Account

8.5.1 Establishment.

The Trustee must cause to be maintained in respect of each Former Telstra DB Member who elected not to receive a Telstra Transfer Benefit an account in accordance with clause 8.5.2 to be called the Telstra Top-up Account.

8.5.2 Telstra Top-up Account.

There shall be credited to a Telstra Top-up Account -

- (a) the Member's Initial Credit, if any;
- (b) any contributions in respect of the Member during the Telstra Transitional Period under former clause 8.6.3;
- (c) investment earnings at the Declared Rate (if positive); and
- (d) any other amounts (except any insurance proceeds) which this Deed may require to be credited to the Telstra Top-up Account or which the Trustee and the Principal Employer agree to credit to the Telstra Top-up Account,

and there shall be debited to the Member's Telstra Top-up Account -

- (e) any amounts which the Trustee may determine to debit in respect of Tax, Fund Expenses and Group Life Insurance, unless otherwise agreed by the Trustee and the Employer either generally or in a particular case;
- (f) any amounts transferred to an Approved Benefit Arrangement in respect of the Member in accordance with this Deed and which the Trustee determines to debit to the Telstra Top-up Account;
- (g) any amounts transferred in respect of the Member to another division of the Fund;
- (h) any benefit payable from the Telstra Top-up Account;
- (i) investment earnings at the Declared Rate (if negative); and
- (j) any other amounts which this Deed may require to be debited to the Telstra Top-up Account or which the Trustee and the Employer agree to debit to the Telstra Top-up Account.

Part 8.6

Contributions and transfers from defined benefits to accumulation benefits

8.6.1 Employer contributions.

- (a) In addition to the amount the Employer must contribute under part 1.20 in respect of Defined Benefit Members and Former Telstra DB Members, the Employer must contribute to the Fund:
- (1) in respect of each Defined Benefit Member and Former Telstra DB Member who continues to be an Employee after attaining the age of 65 years, at the rate determined by the Employer either generally or in any particular case; and
 - (2) in respect of each Category CACCUM Member, at the rate of 3% of Salary, or any other percentage determined by the Employer from time to time either generally or in any particular case.
- (b) The Employer may contribute any additional amount which the Employer may determine, either generally or in respect of any particular Member.

8.6.2 Member contributions.

- (a) In addition to any contributions that may be required under this clause 8.6.2, a Member and his or her Spouse may make voluntary contributions as the Trustee approves from time to time and in accordance with the procedures determined by the Trustee from time to time.
- (b) Subject to clause 8.6.2A, a Defined Benefit Member or a Former Telstra DB Member must contribute 5% of Salary at such times and in such manner as the Trustee and the Employer determine.

8.6.2A Election by Defined Benefit Member to become Accumulation Member.

- (a) Notwithstanding clause 8.6.2(b), a Defined Benefit Member or a Former Telstra DB Member may make an irrevocable written election to the Trustee and the Employer to cease contributing to the Fund with effect from a nominated date coincident with or following the date of the notice ("nominated date"), in which event:
- (1) the Defined Benefit Member will become a "Former Division 8 Accumulation Member" under division 6 as at the nominated date and the opening balance of the "Member's Account" within division 6 shall be the greater of:
 - (A) the Member's resignation benefit as at the nominated date under clause 8.7.1 (excluding the Member's Productivity Account Balance, if any); or
 - (B) the sum of:
 - (i) the Member's Accrued Retirement Benefit (which, in the case of a Member aged less than 55 years at the nominated date, will be discounted by the Trustee after obtaining the advice of the Actuary, either generally or in any particular case); and
 - (ii) the Member's Voluntary Account Balance, if any; and
 - (2) the Former Telstra DB Member will become a "Former Division 8 Telstra Accumulation Member" under division 6 as at the nominated date and the

opening balance of the "Member's Account" within division 6 shall be the greater of:

- (A) the Member's resignation benefit as at the nominated date under clause 8.9.1 (excluding the Member's Telstra Top-up Account Balance, if any); or
 - (B) the sum of:
 - (i) the Member's Accrued Retirement Benefit (which, in the case of a Member aged less than 55 years at the nominated date, will be discounted by the Trustee after obtaining the advice of the Actuary, either generally or in any particular case); and
 - (ii) the Member's Voluntary Account Balance, if any.
- (b) Notwithstanding clause 8.6.2(b), a Category C Member may make a written election to the Trustee and the Employer to cease contributing to the Fund with effect from a nominated date coincident with or following the date of the notice, in which event the Category C Member will become a "Former Division 8 Accumulation Member" under division 6 and the opening balance of the "Member's Account" within division 6 shall be the Member's resignation benefit under clause 8.7.1 (excluding the Member's Productivity Account Balance, if any).
- (c) If a member has made an election in accordance with clause 8.6.2A(b), the member may, by written election to the Trustee and the Employer and notwithstanding that he or she is then a member under division 6, elect to recommence contributions with effect from the next Review Date, and that member's benefits under division 8 will be calculated as if he or she had originally commenced as a Category C Member on the date that contributions recommence.
- (d) A Member may not make more than one election under each of clause 8.6.2A(a) and clause 8.6.2A(b).
- (e) In respect of an Employed Member who is a Defined Benefit Member or a Former Telstra DB Member, if in accordance with this Deed all contributions by the Member's Employer in respect of the Member have ceased in accordance with clause 1.21.1 because the Member is, or is eligible to become, a participant in another Approved Benefit Arrangement as a result of making a "choice of fund" election under the SG Act, then:
- (A) the Defined Benefit Member will become a "Former Division 8 Accumulation Member" under division 6; and
 - (B) the Former Telstra DB Member will become a "Former Division 8 Telstra Accumulation Member" under division 6; and

the Trustee must -

- (C) cause the Member's withdrawal benefit to be calculated (as if the Member had ceased to be an Employee) ("**Withdrawal Benefit**"); and
- (D) without obtaining the consent of the Member, cause that Withdrawal Benefit to be credited to a "Member's Account" within division 6; and

- (E) upon that Withdrawal Benefit being credited in accordance with clause 8.6.2A(e)(D), the Member's right or claim to any benefit as a Defined Benefit Member or as a Former Telstra DB Member is extinguished,

but the Trustee must refrain from taking action under this clause 8.6.2A(e) if and for so long as the Trustee considers it is necessary to do so in order to comply with any applicable requirement of a Relevant Law.

8.6.3 [Deleted].

**Part 8.7
Defined Benefit Member Benefits**

8.7.1 Benefits on ceasing employment.

If a Defined Benefit Member ceases to be an Employee in circumstances where no benefit is payable under any other provision of this part 8.7, there is payable to the Member from the Fund a lump sum benefit equal to:

- (a) if the Defined Benefit Member is less than 50 years of age, the sum of:
- (1) the Defined Benefit Member Account Balance;
 - (2) the Bridging Account Balance; and
 - (3) where the Member's period of Superannuation Membership is:
 - (A) 1 year but less than 2 years, 10%;
 - (B) 2 years but less than 3 years, 20%;
 - (C) 3 years but less than 4 years, 30%;
 - (D) 4 years but less than 5 years, 40%;
 - (E) 5 years but less than 6 years, 50%;
 - (F) 6 years but less than 7 years, 60%;
 - (G) 7 years but less than 8 years, 70%;
 - (H) 8 years but less than 9 years, 80%;
 - (I) 9 years but less than 10 years, 90%; and
 - (J) 10 years or more, 100%,

of the Defined Benefit Member Account Balance and the Bridging Account Balance; and
 - (4) the Member's Additional Account Balance, if any; and
 - (5) the Member's Voluntary Account Balance, if any; and
 - (6) in the case of a Category CACCUM Member, the Member's Productivity Account Balance; and

- (7) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act; or
- (b) if the Defined Benefit Member is at least 50 years of age but less than 55 years of age, the sum of:
- (1) an amount calculated pursuant to the following formula:
- $$\text{WBEN} + \frac{\{\text{Age} - 50\} (\text{ACBEN} - \text{WBEN})}{5}$$
- where:
- WBEN** is the amount in clauses 8.7.1(a)(1), 8.7.1(a)(2), 8.7.1(a)(3) and 8.7.1(a)(5);
- Age** is the Member's age at the date of ceasing to be an Employee (in years and complete months);
- ACBEN** is the Member's Accrued Retirement Benefit as at the date of ceasing to be an Employee; and
- (ACBEN-WBEN)** is not less than zero; and
- (2) the Member's Voluntary Account Balance, if any; and
- (3) in the case of a Category CACCUM Member, the Member's Productivity Account Balance; and
- (4) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act;
- (c) if the Defined Benefit Member is at least 55 years of age but less than 65 years of age, the greater of:
- (1) the amount in clause 8.7.1(a) (ignoring for purposes of this clause 8.7.1(c) the age requirement in clause 8.7.1(a)); or
- (2) the sum of:
- (A) the Member's Accrued Retirement Benefit;
- (B) the Member's Voluntary Account Balance, if any; and
- (C) in the case of a Category CACCUM Member, the Member's Productivity Account Balance; and
- (d) if the Defined Benefit Member is at least 65 years of age, the Member's Accrued Retirement Benefit as at the day the Member attains the age of 65 years will be determined and will form the opening balance of the Member's Member Account under clause 8.2.2 so that upon the Member's actual cessation as an Employee, there is payable to the Member from the Fund a lump sum benefit equal to the sum of:
- (1) the Member's Member Account Balance;

- (2) the Member's Voluntary Account Balance, if any; and
- (3) in the case of a Category CACCUM Member, the Member's Productivity Account Balance.

8.7.2 Retrenchment benefit.

If a Defined Benefit Member is Retrenched, there is payable to the Member from the Fund a lump sum benefit equal to:

- (a) if the Member is less than 50 years of age at the date of Retrenchment, the sum of:
 - (1) an amount equal to twice the Defined Benefit Member Account Balance and twice the Bridging Account Balance;
 - (2) the Member's Additional Account Balance, if any;
 - (3) the Member's Voluntary Account Balance, if any;
 - (4) in the case of a Category CACCUM Member, the Member's Productivity Account Balance; and
 - (5) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act; or
- (b) if the Member is at least 50 years of age but less than 55 years of age at the date of Retrenchment, the sum of:
 - (1) an amount calculated in accordance with the following formula:

$$R + \frac{\{(Age - 50) (ACBEN - R)\}}{5}$$

where:

- R** is the amount in clauses 8.7.2(a)(1) and 8.7.2(a)(3);
- ACBEN** is the amount determined as the Member's Accrued Retirement Benefit as at the date of Retrenchment;
- Age** is the Member's age at the date of Retrenchment in years and complete months; and
- (ACBEN-R)** is not less than zero; and

- (2) the Member's Voluntary Account Balance, if any; and
- (3) in the case of a Category CACCUM Member, the Member's Productivity Account Balance; and
- (4) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act; or

- (c) if the Member is at least 55 years of age but less than 65 years of age at the date of Retrenchment, the greater of:
 - (1) the amount in clause 8.7.2(a) (ignoring for purposes of this clause 8.7.2(c) the age requirement in clause 8.7.2(a)); or
 - (2) the sum of:
 - (A) the Member's Accrued Retirement Benefit;
 - (B) the Member's Voluntary Account Balance, if any; and
 - (C) in the case of a Category CACCUM Member, the Member's Productivity Account Balance.

8.7.3 Death benefit.

If a Defined Benefit Member dies:

- (a) while an Employee; or
- (b) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

prior to attaining the age of 65 years, there is payable in respect of the Member in accordance with clause 1.22.6 a lump sum benefit equal to the sum of:

- (c) the Member's Accrued Retirement Benefit calculated as if the Member had retired at the age of 65 years but assuming that the Salary of the Member as at the date of death continued unchanged to the age of 65 years; and
- (d) the Member's Voluntary Account Balance, if any; and
- (e) in the case of a Category CACCUM Member -
 - (1) the Member's Productivity Account Balance; and
 - (2) any proceeds of Group Life Insurance calculated in accordance with scale 1 of Appendix 1 to this division 8.

8.7.4 Total and Permanent Invalidity benefit.

If a Defined Benefit Member (who is not a Permanent Part-Time Employee (<15 hours)):

- (a) ceases to be an Employee because of Total and Permanent Invalidity; or
- (b) within 30 days of ceasing to be an Employee, becomes disabled to the extent that the Member would have been entitled to a Total and Permanent Invalidity benefit if the Member had remained an Employed Member, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

prior to attaining the age of 65 years, there is payable to the Member from the Fund a lump sum benefit equal to the benefit which would have been payable under clause 8.7.3 if the Member had died on the date on which the Member ceased to be an Employee because of Total and Permanent Invalidity or any other date agreed between the Trustee and the Employer from time to time either generally or in any particular case.

8.7.5 Total Disability benefit.

- (a) **Entitlement to income protection benefit.** If a Defined Benefit Member becomes Totally Disabled before attaining the age of 65 years while an Employee -
- (1) an income protection benefit is payable to the Member, subject to the following provisions of this clause 8.7.5; and
 - (2) while that income protection benefit is payable, no other benefit shall become payable to or in respect of the Member under any other provision of the Deed except as provided for in this clause 8.7.5.
- (b) **Overriding insurance conditions.** Notwithstanding anything expressed or implied to the contrary in this clause 8.7.5 or part 1.11, if the income protection benefit is secured by Group Life Insurance effected by the Trustee, the amount of the income protection benefit and the terms and conditions of its payment are subject to adjustment to take account of the amount of, and terms and conditions of, payment of the proceeds of such Insurance.
- (c) **Amount of income protection benefit.** Subject to clause 8.7.5(b) and part 1.11, the annual amount of the income protection benefit shall be 75% of the Member's Salary as at the Date of Disablement but this amount shall be reduced by the amount of any other payments received by the Member from the Employer in respect of the illness or injury, as determined by the Employer and advised by the Employer to the Trustee.
- (d) **Payment and cessation of income protection benefit.**
- (1) Subject to clause 8.7.5(b) and part 1.11, the income protection benefit is payable by monthly instalments. The income protection benefit will become payable at the expiration of a period of three months (or any lesser period as determined by the Trustee either generally or in any particular case) after the Member's Date of Disablement (the "admission date"), with the first instalment falling due on the first day of the month coincident with or next following the admission date.
 - (2) Unless another cessation date is agreed between the Trustee and the Employer, the income protection benefit (subject to clause 8.7.5(b)) ceases to be payable on the date (the "cessation date") which is the earliest to occur of the following:
 - (A) the date the Member ceases to satisfy the definition of Total Disability;
 - (B) the date the Member is determined to have become Totally and Permanently Invalid;
 - (C) the date of the Member's death;
 - (D) the date the Member attains the age of 65 years; and
 - (E) the date the Member has been in receipt of an income protection benefit under this clause 8.7.5 for a continuous period of 24 months,

with the last instalment falling due on the first day of the month coincident with or next following the cessation date. The first and last instalments shall each be a proportionate amount having regard to the number of days for which the income protection benefit was payable in the previous month.

(e) **Arrangements after cessation of income protection benefit.**

- (1) If the Member continues to be, or again becomes, an Employee when the income protection benefit ceases, the Member shall continue as a Member of this division 8 and the Deed shall continue to apply to and in respect of the Member.
- (2) If the Member does not continue to be, or again become, an Employee when the income protection benefit ceases, there shall be payable to or in respect of the Member from the Fund a benefit determined in accordance with the relevant provisions of this division 8 on the date as at which the income protection benefit ceased to be payable.

(f) **Interpretational provisions.** For the purposes of the whole or any particular provision of the Deed, in the case of a Member who is entitled to receive an income protection benefit under this clause 8.7.5 –

- (1) the Member is deemed to have remained an Employee during the whole of the period for which the income protection benefit is payable and any deferment or waiting period for that benefit (the aggregate of such periods being hereinafter referred to as “the Disability Period”); and
- (2) during the Disability Period the Member’s Salary shall be deemed to be equal to the Member’s Salary immediately before the Date of Disablement or, subject to part 1.2, any greater amount as may be determined by the Employer.

Part 8.8
[Deleted.]

Part 8.9
Former Telstra Employees Benefits

8.9.1 Benefits on ceasing employment: defined benefit.

- (a) If a Former Telstra DB Member is aged less than the age of 50 years and ceases to be an Employee in circumstances where no other benefit is payable under this part 8.9, there is payable to the Member from the Fund a lump sum benefit equal to the sum of:
- (1) the Defined Benefit Member Account Balance; and
 - (2) a percentage of the Defined Benefit Member Account Balance, based on the period of the Member’s Superannuation Membership (expressed in years and complete months) as set out in the following table:

Years of Superannuation Membership	Percentage
1 year but less than 2 years	10%
2 years but less than 3 years	20%
3 years but less than 4 years	30%
4 years but less than 5 years	40%

Years of Superannuation Membership	Percentage
5 years but less than 6 years	50%
6 years but less than 7 years	60%
7 years but less than 8 years	70%
8 years but less than 9 years	80%
9 years but less than 10 years	90%
10 years or more	100%;

and

- (3) the Member's Voluntary Account Balance, if any;
 - (4) the Member's Telstra Top-up Account Balance, if any; and
 - (5) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act.
- (b) If a Former Telstra DB Member is at least 50 years of age but less than 55 years of age and ceases to be an Employee in circumstances where no other benefit is payable under this part 8.9, there is payable to the Member from the Fund a lump sum benefit equal to the sum of:
- (1) the amount calculated pursuant to the following formula:

$$\text{WBEN} + \frac{(\text{Age} - 50) (\text{ACBEN} - \text{WBEN})}{5}$$

where:

WBEN is the amount in clause 8.9.1(a)(1) and 8.9.1(a)(2);

Age is the Member's age at the date of ceasing to be an Employee (in years and complete months);

ACBEN is the Member's Accrued Retirement Benefit as at the date of ceasing to be an Employee; and

(ACBEN – WBEN) is not less than zero; and
 - (2) the Member's Voluntary Account Balance, if any;
 - (3) the Member's Telstra Top-up Account Balance, if any; and
 - (4) the additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act.
- (c) If a Former Telstra DB Member is at least 55 years of age but less than 65 years of age and ceases to be an Employee in circumstances where no other benefit is payable

under this part 8.9, there is payable to the Member from the Fund a lump sum benefit equal to the greater of:

- (1) the amount in clause 8.9.1(a) (ignoring for purposes of this clause 8.9.1(c) the age requirement in clause 8.9.1(a)); or
- (2) the sum of:
 - (A) the Member's Accrued Retirement Benefit;
 - (B) the Member's Voluntary Account Balance, if any; and
 - (C) the Member's Telstra Top-up Account Balance, if any.
- (d) If a Former Telstra DB Member continues to be an Employee after attaining the age of 65 years and no other benefit is payable under this part 8.9, the Member's Accrued Retirement Benefit as at the day the Member attains the age of 65 years will be determined and will form the opening balance of the Member's Account so that upon actual cessation as an Employee there is payable from the Fund a lump sum benefit equal to the sum of:
 - (1) the Member's Account Balance; and
 - (2) the Member's Voluntary Account Balance, if any; and
 - (3) the Member's Telstra Top-up Account Balance, if any.

8.9.2 Retrenchment benefit: defined benefit.

If a Former Telstra DB Member is Retrenched, there is payable to the Member from the Fund a lump sum benefit equal to:

- (a) if the Member is less than 50 years of age at the date of Retrenchment, the sum of:
 - (1) an amount equal to twice the Defined Benefit Member Account Balance;
 - (2) the Member's Voluntary Account Balance, if any;
 - (3) the Member's Telstra Top-up Account Balance, if any; and
 - (4) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act; or
- (b) if the Member is at least 50 years of age or older but less than 55 years of age at the date of Retrenchment, the sum of:
 - (1) an amount calculated in accordance with the following formula:

$$R + \frac{((\text{Age} - 50) (\text{ARB} - R))}{5}$$

where:

R is the amount in clause 8.9.2(a)(1);

ARB is the Member's Accrued Retirement Benefit as at the date of Retrenchment;

Age is the Member's age at the date of Retrenchment in years and complete months; and

(ARB – R) is not less than zero; and

- (2) the Member's Voluntary Account Balance, if any;
 - (3) the Member's Telstra Top-up Account Balance, if any; and
 - (4) any additional Employer support provided, having regard to the minimum requisite benefit specified in the Actuary's benefit certificate issued for purposes of the SG Act.
- (c) if the Member is at least 55 years of age or older but has not yet attained 65 years of age, the greater of:
- (1) the amount in clause 8.9.2(a) (ignoring for purposes of this clause 8.9.2(c) the age requirement in clause 8.9.2(a)); or
 - (2) the sum of:
 - (A) the Member's Accrued Retirement Benefit;
 - (B) the Member's Voluntary Account Balance, if any; and
 - (C) the Member's Telstra Top-up Account Balance, if any.

8.9.3 [Deleted.]

8.9.4 Death and Total and Permanent Invalidity benefits: Former TSS Division 2 and Division 5 Members: defined benefit.

Subject to clause 8.9.8, if a Former Telstra DB Member who is a Former TSS Division 2 Member or Former TSS Division 5 Member:

- (a) dies:
 - (1) while an Employee; or
 - (2) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case; or
- (b) either:
 - (1) ceases to be an Employee because of Total and Permanent Invalidity; or
 - (2) within 30 days of ceasing to be an Employee, becomes disabled to the extent that the Member would have been entitled to a Total and Permanent Invalidity benefit if the Member had remained an Employed Member, subject to any conditions determined by the Trustee from time to time either generally or in any particular case,

before attaining the age of 65 years, there is payable in respect of the Member a lump sum benefit equal to the sum of:

- (c) the greater of:
 - (1) the sum of:
 - (A) the Member's Telstra Top-up Account Balance, if any; and
 - (B) the Accrued Retirement Benefit that the Member would have received under clause 8.9.1(d) if the Member retired at the age of 65 years but -
 - (i) for purposes of calculating the benefit, the Salary of the Member at the date of death or Total and Permanent Invalidity will be deemed to continue unchanged until the age of 65 years; and
 - (ii) for a Former TSS Division 2 Member or Former TSS Division 5 Member who is a Category D Member on the date of death or Total and Permanent Invalidity, the accrual rate is 15.0% for the Member's entire period of Division 8 Membership from 1 November 1997 until the date the Member would have attained the age of 65 years; and
 - (iii) for a Former TSS Division 2 Member or Former TSS Division 5 Member who is a Category E Member on the date of death or Total and Permanent Invalidity, the accrual rate is 17.5% for the Member's entire period of Division 8 Membership from 1 November 1997 until the date the Member would have attained the age of 65 years;
 - or
 - (2) the Member's Prospective Benefit, if applicable; and
- (d) the Member's Voluntary Account Balance.

8.9.5 Death and Total and Permanent Invalidity benefits: other Defined Benefit Members.

Subject to clause 8.9.8, if a Former Telstra DB Member:

- (a) dies:
 - (1) while an Employee; or
 - (2) within 30 days of ceasing to be an Employee, subject to any conditions determined by the Trustee from time to time either generally or in any particular case; or
- (b) either:
 - (1) ceases to be an Employee because of Total and Permanent Invalidity; or
 - (2) within 30 days of ceasing to be an Employee, becomes disabled to the extent that the Member would have been entitled to a Total and Permanent Invalidity benefit if the Member had remained an Employed Member, subject to any

conditions determined by the Trustee from time to time either generally or in any particular case,

before attaining the age of 65 years (and is not entitled to a benefit under any other provision of this part 8.9), there is payable in respect of the Member a lump sum amount equal to the sum of:

- (c) the Member's Voluntary Account Balance; and
- (d) the Member's Telstra Top-up Account Balance, if any; and
- (e) the Accrued Retirement Benefit that the Member would have received under clause 8.9.1 as if the Member had retired on attaining the age of 65 years, but for purposes of calculating the Accrued Retirement Benefit, the Salary of the Member at the date of death or Total and Permanent Invalidity will be deemed to continue unchanged until the age of 65 years.

8.9.6 [Deleted.]

8.9.7 [Deleted.]

8.9.8 Total and Permanent Disablement benefits for Casual Employees and Permanent Part-Time Employees (<15 hours).

If a Former Telstra DB Member who is a Permanent Part-Time Employee (<15 hours) ceases to be an Employee because of Total and Permanent Disablement, there is payable to or in respect of the Member a lump sum benefit equal to the benefit determined in accordance with clause 8.9.1.

8.9.9 Total Disability benefit.

- (a) **Entitlement to income protection benefit.** If a Former Telstra DB Member becomes Totally Disabled before attaining the age of 65 years while an Employee -
 - (1) an income protection benefit is payable to the Member, subject to the following provisions of this clause 8.9.9; and
 - (2) while that income protection benefit is payable, no other benefit shall become payable to or in respect of the Member under any other provision of the Deed except as provided for in this clause 8.9.9.
- (b) **Overriding insurance conditions.** Notwithstanding anything expressed or implied to the contrary in this clause 8.9.9 or part 1.11, if the income protection benefit is secured by Group Life Insurance effected by the Trustee, the amount of the income protection benefit and the terms and conditions of its payment are subject to adjustment to take account of the amount of, and terms and conditions of, payment of the proceeds of such Insurance.
- (c) **Amount of income protection benefit.** Subject to clause 8.9.9(b) and part 1.11, the annual amount of the income protection benefit shall be 75% of the Member's Salary as at the Date of Disablement but this amount shall be reduced by the amount of any other payments received by the Member from the Employer in respect of the illness or injury, as determined by the Employer and advised by the Employer to the Trustee.

(d) Payment and cessation of income protection benefit.

- (1) Subject to clause 8.9.9(b) and part 1.11, the income protection benefit is payable by monthly instalments. The income protection benefit will become payable at the expiration of a period of three months (or any lesser period as determined by the Trustee either generally or in any particular case) after the Member's Date of Disablement (the "admission date"), with the first instalment falling due on the first day of the month coincident with or next following the admission date.
- (2) Unless another cessation date is agreed between the Trustee and the Employer, the income protection benefit (subject to clause 8.9.9(b)) ceases to be payable on the date (the "cessation date") which is the earliest to occur of the following:
 - (A) the date the Member ceases to satisfy the definition of Total Disability;
 - (B) the date the Member is determined to have become Totally and Permanently Invalid or Totally and Permanently Disabled (as applicable);
 - (C) the date of the Member's death;
 - (D) the date the Member attains the age of 65 years; and
 - (E) the date the Member has been in receipt of an income protection benefit under this clause 8.9.9 for a continuous period of 24 months,

with the last instalment falling due on the first day of the month coincident with or next following the cessation date. The first and last instalments shall each be a proportionate amount having regard to the number of days for which the income protection benefit was payable in the previous month.

(e) Arrangements after cessation of income protection benefit.

- (1) If the Member continues to be, or again becomes, an Employee when the income protection benefit ceases, the Member shall continue as a Member of this division 8 and the Deed shall continue to apply to and in respect of the Member.
- (2) If the Member does not continue to be, or again become, an Employee when the income protection benefit ceases, there shall be payable to or in respect of the Member from the Fund a benefit determined in accordance with the relevant provisions of this division 8 on the date as at which the income protection benefit ceased to be payable.

(f) Interpretational provisions. For the purposes of the whole or any particular provision of the Deed, in the case of a Member who is entitled to receive an income protection benefit under this clause 8.9.9 -

- (1) the Member is deemed to have remained an Employee during the whole of the period for which the income protection benefit is payable and any deferment or waiting period for that benefit (the aggregate of such periods being hereinafter referred to as "the Disability Period"); and
- (2) during the Disability Period the Member's Salary shall be deemed to be equal to the Member's Salary immediately before the Date of Disablement or, subject to part 1.2, any greater amount as may be determined by the Employer.

Part 8.10
Leave Without Pay

While a Member is on Leave Without Pay (unless otherwise determined by the Trustee and the Employer) and subject to any Group Life Insurance policy under clause 8.9.9(b) -

- (a) Division 8 Membership will cease for the period of Leave Without Pay; and
- (b) if the necessary premiums are paid by or on behalf of the Member, the Member's insured death and Total and Permanent Invalidity (or Total and Permanent Disablement, as applicable) and Total Disability cover (for those Members who have such cover before the commencement of the period of Leave Without Pay) will continue for that period of Leave Without Pay,

and, upon the Member returning to active employment with the Employer, the Member's period of Leave Without Pay will not be regarded as a break in the Member's period of Superannuation Membership, if relevant, where "**Leave Without Pay**" means absence (for a maximum of one year, or any other period as determined by the Trustee either generally or in any particular case) from active employment with the Employer (other than by reason of illness, injury or infirmity) with the approval of the Employer but without any entitlement to remuneration from the Employer or any payment in lieu thereof.

APPENDIX 1

Former Fund Members Insured Amounts

Age Next Birthday	Scale 1 (\$)	
36 or less	21,500	
37	21,500	
38	21,500	
39	21,500	
40	21,500	
41	21,000	
42	20,600	
43	20,200	
44	19,700	
45	19,300	
46	18,900	
47	18,400	
48	18,000	
49	17,600	
50	17,100	
51	16,700	
52	16,300	
53	15,800	
54	15,400	
55	15,000	
56	15,000*	
57	13,500*	
58	12,000*	
59	10,500*	
60	9,000*	
61	7,500*	
62	6,000*	
63	4,500*	
64	3,000*	
65	1,500*	

* death cover only

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by)
ANDREW PENN, Group Managing Director)
Finance and Strategy for **TELSTRA**)
CORPORATION LIMITED under general
power of attorney dated 19 September
2012 in the presence of:

Signature of attorney

Signature of witness

Name of witness (please print)

THE COMMON SEAL of **TELSTRA**)
SUPER PTY LTD was affixed to this)
document in accordance with its articles of
association in the presence of:

Signature of director/secretary

Signature of director

Name of director/secretary (please print)

Name of director (please print)

ACTUARY'S CERTIFICATE

I, **KEVIN MICHAEL O'SULLIVAN**, being a Fellow of the Institute of Actuaries of Australia, **HEREBY CERTIFY** that the amendments, additions, revocations and replacements of or to any provision of the Trust Deed of the **TELSTRA SUPERANNUATION SCHEME** made by the deed to which this certificate is annexed will not reduce the amount of any benefit presently or prospectively payable in respect of any Member or Beneficiary (in terms of the Trust Deed) to the extent that that benefit has accrued in respect of the period up to the date that this deed is executed.

.....

Kevin Michael O'Sullivan

Dated: 2013

PART VII. Annexure B – Special Determination: “Salary” for purposes of division 2, division 3 and division 5

TELSTRA SUPERANNUATION SCHEME

("Scheme")

Special Determination

Subject Matter of Determination: "Salary" for purposes of division 2, division 3 and division 5

Effective Date: 1 July 1998

1 Interpretation

1.1 Definitions in Deed

- (a) Except where expressly defined otherwise in this Determination, a word or expression defined in the Deed has, when used in this Determination, the same meaning as that word or expression is given in the Deed.
- (b) This Determination is subject to part 1.2 of the Deed.
- (c) This Determination applies to division 2, division 3 and division 5 of the Deed.

1.2 Special definitions

In this Determination -

"Authorised Delegate" means at any particular date and for any particular purpose a person who is an authorised delegate of the Principal Employer at that time and for that purpose in accordance with relevant delegations made by the Principal Employer.

1.3 Clarification

An Authorised Delegate may resolve any doubt regarding the interpretation or effect of this Determination.

2 Basis of determining "Salary" for purposes of division 2

2.1 Definitions

"Salary Review Period" means for the purpose of determining a Member's Salary as at a Salary Review Date the period commencing immediately after the last preceding Salary Review Date and ending on (and including) the Salary Review Date as at which the determination is to be made.

2.2 Normal basis

Subject to the Deed and this Determination, a Member's Salary is as advised by the Employer to the Trustee and is the annual rate of salary or wage payable to the Member by the Principal Employer or any Associated Employer as at a Salary Review Date, including certain allowances, determined in accordance with this Determination.

2.3 Alteration on Salary Review Dates

A Member's Salary only alters as at a Salary Review Date but a Member's Salary as at a particular Salary Review Date (other than the initial Salary Review Date of the Member) is the highest amount calculated in respect of the Member (in the same manner as Salary is to be calculated under this Determination) during the Salary Review Period.

2.4 Retrospective increases ignored

An increase in remuneration which formally takes effect during a Salary Review Period by reason of a retrospective confirmation, authorisation, approval, decision or determination made or given during a following Salary Review Period will not be taken into account in determining Salary during the first-mentioned Salary Review Period, even though it may have actually been paid during that Period.

2.5 Salary Review Dates

Each birthday of the Member is a Salary Review Date. If a Member is born on 29 February, 1 March will be deemed to be the Member's birthday in each non-leap year. If a Member joins the Scheme on a date which is not the Member's birthday, the date of joining is also a Salary Review Date.

2.6 Allowances

(a) Types of allowances

For the purposes of determining Salary, allowances are divided into the following categories:

- A. allowances which are automatically included in Salary;
 - B. allowances which will be recognised as Salary provided certain criteria are met;
 - C. shift allowances; and
 - D. allowances which are not recognised as Salary,
- as explained in this clause 2.6.

(b) Allowances automatically included in Salary

The following types of allowances are automatically included in Salary:

- A. an allowance which makes up salary or wages when a person's salary or wage is reduced;

- B. an allowance payable in recognition of a particular qualification or standard of proficiency in any skill;
- C. an allowance payable in recognition of length of service and standard of efficiency attained; and
- D. an allowance payable to a person under the age of 21 years by reason of being married or performing duties normally performed by someone who has attained that age.

(c) **Allowances which must meet certain criteria**

(1) **Relevant allowances.** Allowances which are payable as a result of performing additional or higher functions as part of duties or work must meet certain criteria to be regarded as Salary. The more common of these allowances are -

- A. higher duties allowance;
- B. on call allowance;
- C. an allowance payable for being required to be in charge of staff, equipment or premises;
- D. an allowance payable in lieu of regular overtime or extra duty;
- E. an allowance payable as compensation for physical hardship or discomfort associated with the performance of particular duties.

(2) **Relevant criteria.** The criteria for recognition of the allowances in clause 2.6(c)(1) as Salary as at a Salary Review Date are:

Criterion 1 - the person has received the allowance for a continuous 12 month period of Superannuation Membership ending during the Salary Review Period;

OR

Criterion 2 - the person has received the allowance for a continuous 6 month period of Superannuation Membership ending during the Salary Review Period and is likely to receive the allowance for a further continuous period of 6 months.

The definition of "likely" for the purpose of satisfying Criterion 2 is that, in the opinion of an Authorised Delegate, the allowance has a greater than 50% chance of being received for a continuous period of 12 months. There will be occasions when it will not be possible to determine this at the end of the first 6 months continuous receipt of the allowance, and in such cases, the matter will be reviewed regularly and the allowance deemed to be included once either Criterion is met.

(d) **Shift Allowance**

(1) **Relevant criteria.** The criteria for recognition of shift allowance as Salary as at a Salary Review Date are:

Criterion 1 - the person has received the allowance on at least 75% of pay days within a continuous 12 month period of Superannuation Membership ending during the Salary Review Period;

OR

Criterion 2 - the person has received the allowance on at least 75% of pay days within a continuous 6 month period of Superannuation Membership ending during the Salary Review Period and is likely to receive the allowance on at least 75% of pay days for a further continuous period of 6 months.

The definition of “**likely**” for the purpose of satisfying Criterion 2 is that, in the opinion of an Authorised Delegate, the allowance has a greater than 50% chance of being received for a continuous period of 12 months. There will be occasions when it will not be possible to determine this at the end of the first 6 months continuous receipt of the allowance, and in such cases the matter will be reviewed regularly and the allowance deemed to be included once either Criterion is met.

(2) **Pay Periods which count.** For the purposes of clause 2.6(d)(1), the number of pay periods to be counted in a 6 month or 12 month period will include the whole of any pay period in which that 6 month or 12 month period commences or ends.

EXAMPLE

Pay Period	Pay Period 2-13	Pay Period
1		14
_____		_____

6 months continuous receipt of shift allowance
[and likely 2nd 6 months]

In the above example, salary or wage is paid fortnightly, shift allowance starts partway into pay period 1 and the 6 months duration falls partway into pay period 14. Both pay period 1 and pay period 14 count towards determining the 6 months, in addition to pay periods 2-13 (both inclusive).

- (3) **Periods of leave.** When shift allowance is not payable during a period of leave, all pay periods which both commence and end within the period of leave are to be excluded for the purposes of determining Salary for superannuation purposes.

EXAMPLE

Pay Period 1	Pay Period 2-4	Pay Period 5

Period of leave

In the above example, pay periods 2-4 (both inclusive) are excluded from determining Salary. Pay periods 1 and 5 are included.

- (4) **Amount of shift allowance recognised.** If there is a recognised shift allowance, the amount of Salary including shift allowance recognised as Salary on a particular Salary Review Date will be the **LESSER** of (1) and (2), where -

“(1)” is the amount determined according to the formula $A \times B$, where -

A = in the case of a Member who has completed at least 12 months of Superannuation Membership, the highest amount of Salary (**including** shift allowance) paid or payable to the person in respect of work performed in one pay period during the 12 month period of Superannuation Membership immediately preceding (and including) that Salary Review Date; and

B = the number of pay periods in that 12 month period.

and

“(2)” is the amount determined according to the formula $C \text{ plus } D$, where -

C = per annum Salary payable on that Salary Review Date **excluding** any shift allowance; and

D = the total amount of shift allowance paid or payable to the person for the pay periods included in the period of Superannuation Membership (not exceeding 12 months) immediately preceding (and including) that Salary Review Date.

(e) Allowances which are not recognised as Salary

Allowances which are not recognised as Salary are those paid to re-imburse actual or nominal costs incurred by a person in the performance of their duties. Commissions and similar sales performance payments are also excluded from Salary.

Examples of re-imburement type allowances include -

- A. travel allowance;
- B. meal allowance;
- C. excess fares/excess travel;
- D. district allowance.

(f) Continuing of allowances or higher salary

Continuity of the receipt of allowances or higher salary or wage for the purposes of meeting the criteria for inclusion in Salary is not broken where the allowance or higher salary or wage is payable immediately before and after a period of leave but not payable during the period of leave. However, that period of leave will not count towards the criteria for inclusion in Salary.

(g) Cessation of allowance or higher salary

Where an allowance or higher salary or wage has been included as Salary and that allowance or higher salary or wage ceases, the Salary will continue to apply on subsequent Salary Review Dates until such time as that Salary is exceeded by another Salary (determined on the normal basis).

2.7 Salary for Superannuation - Associated Employer

The salary or wage paid by an Associated Employer to an Eligible Employee will be recognised as Salary, subject to:

- (a) the conditions and criteria specified in this Determination; and
- (b) where the Employee has been seconded to the Associated Employer by the Principal Employer, the approval of the Principal Employer.

2.8 Full Salary Equivalent Designations

Where an employment designation has more than one salary or wage range, the nominal salary or wage points (termed "full salary equivalents") for that designation will be regarded as Salary. Full salary equivalent is presently 83% of Total Average Earnings.

2.9 Part-time Employees

In the case of an Employee who with the agreement of the Employer regularly works less than prescribed full-time hours in a pay period, the Special Determination regarding Part-time Employees in division 2 contains special

provisions regarding Salary and other matters and overrides this Determination to the extent of conflict.

2.10 Seconded Members

(a) Definitions

In this clause 2.10 -

“Approved Employer” means in relation to a Member who is on Special Approved Leave an entity, body or organisation which is approved by the Principal Employer and which -

- (a) ensures that any contributions payable to the Scheme by the Member are efficiently collected and paid to the Scheme;
- (a) pays amounts to or in connection with the Scheme on the basis, and in the manner, determined by the Principal Employer from time to time; and
- (b) generally provides information and assistance reasonably required for the proper operation of the Scheme as it affects the Member.

“Approved Other Salary” means in relation to a Seconded Member as at any particular date -

- (a) the lesser of -
 - (1) the then annual rate of remuneration payable to the Member by the Approved Employer; and
 - (1) the maximum salary level of Manager Level 4, or the equivalent thereof from time to time, as advised by the Principal Employer;

or

- (c) any higher amount determined or approved by the Principal Employer from time to time either generally or in any particular case.

“Extended Leave Without Pay” and **“Leave Without Pay”** shall each have the meaning given to those words in the Special Determination regarding Leave Without Pay with respect to division 2.

“Seconded Member” means a Member who is for the time being -

- (a) on Leave Without Pay; and
- (d) engaged in gainful work for or with an Approved Employer.

“Special Approved Leave” shall have the same meaning given to those words in the Special Determination regarding Leave Without Pay with respect to division 2.

(b) Determination of Salary

Subject to clause 2.3 and clause 2.4 of this Determination, the Salary of a Seconded Member as at a Salary Review Date falling while he or

she is a Seconded Member is an amount equal to the highest of (a), (b) or (c), where -

- “(a)” is the Approved Other Salary of the Member as at that Salary Review Date;
- “(b)” is the Salary which would have applied in respect of the Member as at that Salary Review Date if the Member had been on Extended Leave Without Pay during the whole of the period when the Member was a Seconded Member; and
- “(c)” is the highest Approved Other Salary determined in respect of the Member during the Salary Review Period ending on that Salary Review Date.

(c) **Overriding effect**

This clause 2.10 overrides any other provision of this Determination to the extent of any conflict.

3 Basis of determining “Salary” for purposes of division 3

3.1 Definitions

“**CSS**” means the benefit scheme maintained under the *Superannuation Act 1976*, as amended, for (but not limited to) employees of the Commonwealth of Australia.

3.2 Normal basis of determining “Salary” of a member who is for the time being a member of the CSS

Subject to the Deed and this Determination, the Salary of a Member (where the Member is for the time being a member of the CSS) is determined:

- (a) in accordance with the relevant provisions of the *Superannuation Act 1976* (and any regulations and rules laid down under the authority of that Act) applicable in determining the salary of a member for the purposes of the CSS; or
- (e) on such other basis (if any) as may be determined by the Principal Employer, not being less than the amount determined under (a) above,

but an increase in remuneration which formally takes effect during a Salary Review Period by reason of a retrospective confirmation, authorisation, approval, decision or determination made or given during a following Salary Review Period will not be taken into account in determining Salary during the first-mentioned Salary Review Period, even though it may have actually been paid during that Period.

3.3 Normal basis for determining “Salary” for a Member other than Member who is for the time being a Member of the CSS

Subject to the Deed and this Determination, the Salary of a Member (who is not for the time being a member of the CSS) means at any particular date the member’s annual rate of salary or wage payable to the Member by the Employer, and advised to the Trustee, including the following allowances:

- (a) an allowance which makes up salary or wages when a person’s salary or wage is reduced;
- (b) an allowance payable in recognition of a particular qualification or standard of proficiency in any skill;
- (c) an allowance payable in recognition of length of service and standard of efficiency attained;
- (d) an allowance payable to a person under the age of 21 years by reason of being married or performing duties normally performed by someone who has attained that age;
- (e) a shift allowance;
- (f) an allowance payable for the performance of higher duties;
- (g) an allowance payable by reason of the Member being on call;
- (h) an allowance payable for being required to be in charge of staff, equipment or premises;
- (i) an allowance payable in lieu of regular overtime or extra duty; and
- (j) an allowance payable as compensation for physical hardship or discomfort associated with the performance of particular duties.

3.4 Other bases of determining “Salary”: Superannuation Guarantee Charge

Where it considers it necessary in order to satisfy the *Superannuation Guarantee (Administration) Act 1992* (as amended, re-enacted or replaced from time to time), the Principal Employer by written notice to the Trustee may specify another basis for determining the Salary of a Member or a class of Members.

4 Basis of determining “Salary” for purposes of division 5

4.1 Definitions

“**Total Average Earnings**” is the level of earnings described as 100% achievement of sales targets which represents a fully competent performer as defined in the Principal Employer’s performance development process.

4.2 Basis of determining “Salary”

(a) Normal basis

Subject to the Deed and this Determination, a Member’s Salary is the annual rate of salary or wage payable to the Member by the Principal Employer or any Associated Employer as at any date, including certain allowances, determined in accordance with this Determination.

(b) Alteration of Salary for benefit purposes

A Member’s Salary for benefit purposes alters as at the date the Salary itself is altered.

(c) Retrospective increases ignored

An increase in remuneration which formally takes effect by reason of a retrospective confirmation, authorisation, approval, decision or determination will not be taken into account in determining Salary until the date it is actually confirmed, authorised, approved, decided or determined.

(d) Alteration of Salary for contribution purposes

A Member’s Salary for contribution purposes is determined quarterly on 1 July, 1 October, 1 January and 1 April in each year as advised by the Employer to the Trustee, and Member contributions will be adjusted with effect from the first day of the pay period which commences on or next follows those quarterly dates.

4.3 Allowances

(a) Types of allowances

For the purposes of determining Salary, allowances are divided into the following categories:

- (1) allowances which are automatically included in Salary;
- (2) allowances which will be recognised as Salary provided certain criteria are met;
- (3) shift allowances; and
- (4) allowances which are not recognised as Salary, as explained in this clause 4.3.

(b) Allowances automatically included in “Salary”

The following types of allowances are automatically included in Salary:

- (1) an allowance which makes up salary or wages when a person’s salary or wage is reduced;
- (2) an allowance payable in recognition of a particular qualification or standard of proficiency in any skill;
- (3) an allowance payable in recognition of length of service and standard of efficiency attained; and

- (4) an allowance payable to a person under the age of 21 years by reason of being married or performing duties normally performed by someone who has attained that age.

(c) **Allowances which must meet certain criteria**

- (1) **Relevant allowances.** Allowances which are payable as a result of performing additional or higher functions as part of duties or work must meet certain criteria to be regarded as Salary. The more common of these allowances are -

- (A) higher duties allowance
- (B) on call allowance;
- (C) an allowance payable for being required to be in charge of staff, equipment or premises;
- (D) an allowance payable in lieu of regular overtime or extra duty;
- (E) an allowance payable as compensation for physical hardship or discomfort associated with the performance of particular duties.

- (2) **Relevant criteria.** The criteria for recognition of the allowances in clause 4.3(c)(1) are:

Criterion 1 - the person has received the allowance for a continuous 12 month period of Superannuation Membership prior to the date of calculation of Salary;

OR

Criterion 2 - the person is currently receiving the allowance and is likely to receive the allowance for a total continuous period of 12 months.

The definition of "likely" for the purpose of satisfying Criterion 2 is that, in the opinion of an Authorised Delegate, the allowance has a greater than 50% chance of being received for a continuous period of 12 months.

(d) **Shift allowance**

- (1) **Relevant criteria.** The criteria for recognition of shift allowance as Salary are:

Criterion 1 - the person has received the allowance on at least 75% of pay days within a continuous 12 month period of Superannuation Membership prior to the date of calculation of Salary;

OR

Criterion 2 - the person has received the allowance on at least 75% of pay days within a continuous 6 month period of Superannuation Membership prior to the date of calculation of Salary and is likely to receive the allowance on at least 75% of pay days for a further continuous period of 6 months.

The definition of “**likely**” for the purpose of satisfying Criterion 2 is that, in the opinion of an Authorised Delegate, the allowance has a greater than 50% chance of being received for a continuous period of 12 months.

(2) **Amount of shift allowance recognised.** The amount of the shift allowance recognised will be that required under the Superannuation Act 1976.

(e) **Allowances which are not recognised as Salary**

Allowances which are not recognised as Salary are those paid to re-imburse actual or nominal costs incurred by a person in the performance of his or her duties. Commissions and similar sales performance payments are also excluded from Salary.

Examples of re-imburement type allowances include -

- A. travel allowance;
- B. meal allowance;
- C. excess fares/excess travel;
- D. district allowance.

(f) **Continuing of allowances or higher salary**

Continuity of the receipt of allowances or higher salary or wage for the purposes of meeting the criteria for inclusion in Salary is not broken where the allowance or higher salary or wage is payable immediately before and after a period of leave but not payable during the period of leave. However, that period of leave will not count towards the criteria for inclusion in Salary.

(g) **Cessation of allowance or higher salary**

Where an allowance or higher salary or wage has been included as Salary and that allowance or higher salary or wage ceases, the Salary will continue to apply until such time as that Salary is exceeded by another Salary (determined on the normal basis).

4.4 Salary for Superannuation - Associated Employer

The salary or wage paid by an Associated Employer to an Eligible Employee will be recognised as Salary, subject to -

- (a) the conditions and criteria specified in this Determination; and

- (f) where the Employee has been seconded to the Associated Employer by the Principal Employer, the approval of the Principal Employer.

4.5 Full salary Equivalent Designations

Where an employment designation has more than one salary or wage range, the nominal salary or wage points (termed "full salary equivalents") for that designation will be regarded as Salary. Full salary equivalent is presently 83% of Total Average Earnings.

4.6 Part-time Employees

In the case of an Employee who with the agreement of the Employer regularly works less than prescribed full-time hours in a pay period, the Special Determination regarding Part-time Employees for division 5 contains special provisions regarding Salary and other matters and overrides this Determination to the extent of conflict.

4.7 Seconded Members

(a) Definitions

In this clause 4.7 -

"Approved Employer" means in relation to a Member who is on Special Approved Leave an entity, body or organisation which is approved by the Principal Employer and which -

- (a) ensures that any contributions payable to the Scheme by the Member are efficiently collected and paid to the Scheme;
- (g) pays amounts to or in connection with the Scheme on the basis, and in the manner, determined by the Principal Employer from time to time; and
- (h) generally provides information and assistance reasonably required for the proper operation of the Scheme as it affects the Member.

"Approved Other Salary" means in relation to a Seconded Member as at any particular date -

- (a) the lesser of -
 - (1) the then annual rate of remuneration payable to the Member by the Approved Employer; and
 - (2) the maximum salary level of Manager Level 4, or the equivalent thereof from time to time, as advised by the Principal Employer;

or

- (i) any higher amount determined or approved by the Principal Employer from time to time either generally or in any particular case.

“Leave Without Pay” shall have the same meaning as in the Special Determination regarding Leave Without Pay for division 5.

“Seconded Member” means a Member who is for the time being -

- (a) on Leave Without Pay; and
- (b) engaged in gainful work for or with an Approved Employer.

“Special Approved Leave” shall have the same meaning given to those words in the Special Determination regarding Leave Without Pay for division 5.

(b) Determination of Salary

Subject to clause 4.2(b) of this Determination, the Salary of a Seconded Member while he or she is a Seconded Member is an amount equal to the higher of (a) or (b) where -

“(a)” is the highest Approved Other Salary of the Member; and

“(b)” is the Salary which would have applied in respect of the Member if the Member had been on Leave Without Pay during the whole of the period when the Member was a Seconded Member.

(c) Overriding effect

This clause 4.7 overrides any other provision of this Determination to the extent of any conflict.

This Determination entirely replaces any previous Special Determination regarding the specified Subject Matter, with effect on the Effective Date.

Authorised Delegate of Principal Employer

Full Name:

Anthony P. GIBSON

Signature:



Date:

3/7/02

**PART VIII. Annexure C – Special Determination: “Salary” for purposes of
division 8**

TELSTRA SUPERANNUATION SCHEME

("Scheme")

Special Determination

Subject Matter of Determination: "Salary" for purposes of division 8.

Effective Date: 1 July 2001

1 Interpretation

1.1 Definitions in Deed

- (a) Except where expressly defined otherwise in this Determination, a word or expression defined in the Deed has, when used in this Determination, the same meaning as that word or expression is given in the Deed.
- (b) This Determination is subject to part 1.2 of the Deed.
- (c) This Determination applies to division 8 of the Deed.

1.2 Special definitions

In this Determination -

"Authorised Delegate" means at any particular date and for any particular purpose a person who is an authorised delegate of the Principal Employer at that time and for that purpose in accordance with relevant delegations made by the Principal Employer.

"Base Salary" means the annual rate of salary or wage payable to the Member by Pacific Access Pty Ltd, excluding the value of any bonus, commission, car allowance, overtime or like components.

"Salary Review Period" means for the purpose of determining a Member's Salary as at a Review Date, the period commencing immediately after the last preceding Review Date and ending on (and including) the Review Date as at which the determination is to be made.

1.3 Clarification

An Authorised Delegate may resolve any doubt regarding the interpretation or effect of this Determination.

2 Determining "Salary"

2.1 Salary advised to Trustee

A Member's Salary is as advised by Pacific Access Pty Ltd to the Trustee, and is determined in accordance with this Determination.

2.2 Salary for sales employees who earn commission

In relation to a Member who is employed by Pacific Access Pty Ltd as a sales employee who earns commission, the Member's Salary shall comprise Base Salary plus commissions calculated as if the Member had achieved 100% of sales objectives.

2.3 Salary for Members employed on TEC basis

In relation to a Member who is employed by Pacific Access Pty Ltd on a flexible remuneration basis by reference to the total employment cost of that Employee, the Member's Salary shall comprise a particular percentage of the total employment cost for that Employee, as determined by Pacific Access Pty Ltd.

2.4 Other Members

In relation to a Member who is employed by Pacific Access Pty Ltd and to whom clause 2.2 and clause 2.3 of this Determination do not apply, the Member's Salary shall comprise Base Salary.

3 Retrospective increases ignored

An increase in remuneration which:

- (a) is authorised, approved, decided or determined on a particular date (**Decision Date**); and
- (b) has retrospective effect to a date that is prior to the Decision Date, will not be taken into account in determining Salary until the next Review Date after the Decision Date.

4 Part-time Employees

In the case of a Member who, with the agreement of Pacific Access Pty Ltd, regularly works less than the prescribed full-time hours for that position in a pay period, the Special Determination regarding Part-time Employees for division 8 contains special provisions regarding Salary and other matters and overrides this Determination to the extent of any conflict.

This Determination entirely replaces any previous Special Determination regarding the specified Subject Matter, with effect on the Effective Date.

Authorised Delegate of Principal Employer

Full Name:

Anthony P. Cherkov

Signature:

[Handwritten Signature]

Date:

3/7/02

