

South Australia

## **Southern State Superannuation (Insurance) Variation Regulations 2017**

under the *Southern State Superannuation Act 2009*

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## **Part 1—Preliminary**

### **1—Short title**

These regulations may be cited as the *Southern State Superannuation (Insurance) Variation Regulations 2017*.

### **2—Commencement**

These regulations will come into operation on 14 May 2018.

### **3—Variation provisions**

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

## Part 2—Variation of *Southern State Superannuation Regulations 2009*

### 4—Variation of regulation 3—Interpretation

- (1) Regulation 3(1)—after the definition of *Act* insert:

*additional invalidity/death insurance* means invalidity/death insurance granted by the Board under Part 3 Division 2 Subdivision 2;

*additional invalidity/death insurance benefits* means benefits payable in respect of additional invalidity/death insurance;
- (2) Regulation 3(1), definitions of *basic invalidity/death insurance* and *basic invalidity/death insurance benefits*—delete the definitions
- (3) Regulation 3(1)—after the definition of *contributions* insert:

*default invalidity/death insurance*—see regulation 28;

*default invalidity/death insurance benefits* means benefits payable in respect of default invalidity/death insurance;
- (4) Regulation 3(1), after the definition of *employer contribution account* insert:

*gainful employment*, of a person, means employment (including self-employment) of the person for gain or reward in a business, trade, profession, vocation, calling or occupation;
- (5) Regulation 3(1), definition of *invalidity/death insurance benefits*—delete "basic or voluntary" and substitute:

default or additional
- (6) Regulation 3(1), definition of *retrenchment*, (a)—delete "regulation 58(11) or (12)" and substitute:

regulation 58(11)(a), (b), (c) or (e)
- (7) Regulation 3(1), definitions of *voluntary invalidity/death insurance* and *voluntary invalidity/death insurance benefits*—delete the definitions

### 5—Variation of regulation 6—Employment matters

- (1) Regulation 6(4)(a)—delete "subclause" and substitute:

subregulation
- (2) Regulation 6(4)(a)(i)—delete subparagraph (i) and substitute:
  - (i) if the member is incapacitated during that 12 month period, the member may be entitled to benefits under regulation 58 on account of invalidity, subject to the following:
    - (A) for the purposes of regulation 58, the member's employment will be taken to have been terminated on account of invalidity by the employer on the day on which the member became incapacitated;

- (B) regulation 58(11) and (12) will not apply for the purposes of determining the member's entitlement to benefits;
- (C) the member must, within 2 years after the day on which the member becomes incapacitated to the extent envisaged by this subparagraph, give written notice to the Board claiming that the member is entitled to benefits under regulation 58; and
  - (ia) if, during that 12 month period, the member suffers from a terminal illness, the member may be entitled to benefits under regulation 58(1)(b); and
  - (ib) if, during that 12 month period, the member is incapacitated for work on account of a disability, the member may be entitled to a disability pension under Part 3 Division 2 Subdivision 4; and
- (3) Regulation 6(7)—delete subregulation (7) and substitute:
  - (7) If, during the period of 12 months referred to in subregulation (4)(a), all benefits payable under the Act or these regulations to, on behalf of or in respect of the member are paid, subregulation (4) will cease to operate in relation to the member.

#### **6—Variation of regulation 12—Salary sacrifice by members of certain schemes**

Regulation 12(4)(b)—delete "voluntary" and substitute:

additional

#### **7—Variation of regulation 13—Salary sacrifice by members of Police Superannuation Scheme**

Regulation 13(3)(b)—delete "voluntary" and substitute:

additional

#### **8—Variation of regulation 13A—Members of Parliamentary Superannuation scheme**

Regulation 13A(2)(b)—delete "voluntary" and substitute:

additional

#### **9—Variation of regulation 13B—Members of Super SA Select**

- (1) Regulation 13B(3)(b)—delete "basic invalidity/death insurance and voluntary" and substitute:
  - default invalidity/death insurance and additional
- (2) Regulation 13B(3)(c)—delete "regulations 36 and 36A" and substitute:
  - Part 3 Division 2 Subdivisions 4 and 4A

## 10—Variation of regulation 16—Contribution, co-contribution and rollover accounts

- (1) Regulation 16(2)—after paragraph (a) insert:
  - (ab) in the case of a member who is in receipt of a disability pension under regulation 36—a contribution replacement benefit as required under regulation 36AAB(2); and
- (2) Regulation 16(3)(a)(ii)—delete "basic invalidity/death insurance and the voluntary" and substitute:

default invalidity/death insurance and the additional
- (3) Regulation 16(3)(b)(ii)—delete "voluntary" and substitute:

additional

## 11—Variation of regulation 21—Interpretation

- (1) Regulation 21—before the definition of *eligible member* insert:

*death insurance* means death insurance granted by the Board under regulation 40;

*death insurance benefits* means benefits payable in respect of death insurance;
- (2) Regulation 21, definitions of *voluntary death insurance* and *voluntary death insurance benefits*—delete the definitions

## 12—Variation of regulation 25—Amalgamation of accounts

- (1) Regulation 25(2)(b)—delete "voluntary" first occurring
- (2) Regulation 25(2)(b)—delete "voluntary" second occurring and substitute:

additional

## 13—Substitution of Part 3 Division 2 Subdivision 1

Part 3 Division 2 Subdivision 1—delete the Subdivision and substitute:

### Subdivision 1—Default invalidity/death insurance

#### 28—Default invalidity/death insurance

- (1) Subject to this regulation and regulation 35A, a member under the age of 70 years is entitled to default invalidity/death insurance regardless of the state of the member's health.
- (2) A member is not entitled to default invalidity/death insurance if the member—
  - (a) is a member of the scheme by virtue only of regulation 9(3), (5), (5a), (5b), (6), (7) or (8) (including any combination of these provisions); or
  - (b) is—

- (i) employed or engaged for a specified period of time; and
  - (ii) remunerated solely by a fee, allowance or commission; or
- (c) has received insurance benefits (or benefits of a similar kind) on account of a terminal illness paid—
  - (i) under regulation 58(1)(b) or a provision of the repealed Act; or
  - (ii) under an Act that provides for the payment of benefits by the Treasurer; or
  - (iii) under an administered scheme.
- (3) A spouse member of the scheme is not entitled to default invalidity/death insurance in the spouse member's capacity as a spouse member.
- (4) Subject to subregulation (5), the following provisions apply in relation to a member who has received invalidity insurance benefits (or invalidity benefits of a similar kind) under the Act, the repealed Act, another Act that provides for the payment of benefits by the Treasurer or an administered scheme, and is subsequently employed in employment to which the Act applies:
  - (a) the member is entitled to default death insurance, but not default invalidity insurance, in respect of the member's subsequent employment (and a reference in these regulations to invalidity/death insurance is to be taken, insofar as it applies to the member, to be a reference to death insurance only);
  - (b) however, a death insurance benefit is payable only if the cause of the member's death has no connection with the condition in relation to which invalidity benefits (or a benefit in the nature of invalidity benefits) were previously paid to the member.
- (5) Subregulation (4) does not apply in relation to a member who is not entitled to default invalidity/death insurance by virtue of subregulation (2)(c).
- (6) In this regulation—

*administered scheme* has the same meaning as in Schedule 3 of the *Superannuation Act 1988*

**Note—**

A member who holds fixed insurance cover when this regulation commences is not entitled to default invalidity/death insurance—see Schedule 3 Part 2.

## **14—Variation of heading to Part 3 Division 2 Subdivision 2**

Heading to Part 3 Division 2 Subdivision 2—delete "**Voluntary**" and substitute:

**Additional**

## 15—Variation of regulation 29—Interpretation

Regulation 29, definition of *fixed insurance cover*—delete the definition and substitute:

*fixed benefit insurance cover*—see regulation 34;

## 16—Variation of regulation 30—Application for additional invalidity/death insurance

- (1) Regulation 30(1)—delete "(other than a prescribed member)" and substitute:

under the age of 70 years (other than a prescribed member under the age of 65 years)
- (2) Regulation 30(1)—delete "voluntary" and substitute:

additional
- (3) Regulation 30(1a)—delete "Voluntary" and substitute:

Additional
- (4) Regulation 30(2)—delete "voluntary" and substitute:

additional
- (5) Regulation 30(3)—delete subregulation (3) and substitute:
  - (3) A person who is not entitled to default invalidity/death insurance under regulation 28(2)(b) or (c), or who is entitled to default death insurance but not default invalidity insurance, cannot apply for additional invalidity/death insurance or death insurance.
- (6) Regulation 30(4)—delete "voluntary" and substitute:

additional
- (7) Regulation 30(5)—delete "voluntary" and substitute:

additional
- (8) Regulation 30(6)—delete "voluntary" wherever occurring and substitute in each case:

additional

## 17—Substitution of regulations 31 to 33

Regulations 31 to 33 (inclusive)—delete the regulations and substitute:

### 31—Additional invalidity/death insurance for prescribed members

- (1) A prescribed member under the age of 65 years who has not taken out fixed benefit insurance has, regardless of the state of the health of the member, additional invalidity/death insurance cover at least equal in value to 3 units of standard insurance cover, determined according to the member's current age, and is liable for premiums in respect of that insurance fixed by or under regulation 34.

- (2) A prescribed member under the age of 65 years who has taken out fixed benefit insurance cover has, regardless of the state of the health of the member, the number of units of fixed benefit insurance cover necessary to provide the member with invalidity/death insurance cover at least equal in value to 6 units of standard insurance cover (taking into account the member's default invalidity/death insurance cover), determined according to the member's current age, and is liable for premiums in respect of that insurance fixed by or under regulation 34.
- (3) A prescribed member is not required to apply for additional insurance to which the member is entitled under subregulation (1) or (2).
- (4) Subject to regulation 34, a prescribed member may apply to the Board, in the approved form, to increase the level of the member's additional invalidity/death insurance.
- (5) If the Board grants an application for an increase in the level of additional insurance, the Board must fix the date for the commencement of the increase in the level of insurance.

### **18—Substitution of heading to Part 3 Division 2 Subdivision 3**

Heading to Part 3 Division 2 Subdivision 3—delete the heading and substitute:

#### **Subdivision 3—Amount of insurance benefits and premiums**

### **19—Substitution of regulation 34**

Regulation 34—delete the regulation and substitute:

#### **34—Amount of invalidity/death insurance benefits and amount of premiums**

- (1) There will be 2 classes of invalidity/death insurance:
  - (a) *standard insurance cover* under the Table in Schedule 1 where the value of a unit of cover, as designated in column 2, is determined on the basis of the member's age;
  - (b) *fixed benefit insurance cover* where the value of a unit of cover is fixed at \$10 000 irrespective of the member's age (up to age 69).
- (2) There will be 2 classes of death insurance for members to whom regulation 28(4) applies:
  - (a) *standard insurance cover* under the Table in Schedule 2 where the value of a unit of cover, as designated in column 2, is determined on the basis of the member's age;
  - (b) *fixed benefit insurance cover* where the value of a unit of cover is fixed at \$10 000 irrespective of the member's age (up to age 69).
- (3) Insurance cover under this Division ceases in relation to a member when the member reaches the age of 70 years.



- (4) The amount of the premium payable per unit of insurance cover provided under this regulation is to be fixed by the Board on the recommendation of an actuary.
- (5) An applicant for additional invalidity/death insurance may apply for standard insurance cover or fixed benefit insurance cover.
- (6) The class of insurance held by a member may, on application by the member in the approved form and subject to terms and conditions determined by the Board, be changed to the other class of insurance.
- (7) However, a member may not, at any 1 time, take out both standard and fixed benefit insurance cover.
- (8) Subject to regulation 35A, the amount of default invalidity/death insurance for a member who has not taken out fixed benefit insurance cover is 3 units of standard insurance cover.
- (9) If a member has an entitlement to default invalidity/death insurance immediately before taking out fixed benefit insurance cover, the level of the member's default invalidity/death insurance will be determined by the Board.
- (10) In making a determination for the purposes of subregulation (9), the Board must ensure that the member's default invalidity/death insurance after the member takes out fixed benefit insurance cover is fixed at a level that provides insurance cover that is as close as possible in value to, but does not exceed in value, the value of the member's default invalidity/death insurance cover immediately before the fixed benefit insurance cover is taken out.
- (11) If a member who takes out fixed benefit insurance cover does not have an entitlement to default invalidity/death insurance immediately before taking out the fixed benefit insurance cover, the member is not entitled to default invalidity/death insurance.

**Note—**

A member to whom subregulation (11) applies may nevertheless make application for additional insurance.

- (12) The Board may allow a rebate of the premium payable under this regulation in respect of invalidity/death insurance cover or death insurance cover.
- (13) The aggregate value of units of cover granted to a member employed other than on a casual basis must not exceed \$1 500 000 (inclusive of the member's default cover).
- (14) The aggregate value of units of cover granted to a member employed on a casual basis must not exceed \$750 000 (inclusive of the member's default cover).

## 20—Substitution of regulation 35

Regulation 35—delete the regulation and substitute:

### 35—Voluntary reduction or cessation of invalidity/death insurance

- (1) Subject to subregulation (2), the amount of invalidity/death insurance held by a member may be reduced on application by the member to the Board in the approved form.
- (2) The value of invalidity/death insurance held by a prescribed member under the age of 65 years may not be reduced below an amount equivalent in value to 6 units of standard insurance cover.
- (3) Invalidity/death insurance held by a member (other than a prescribed member under the age of 65 years) may cease on application to the Board by the member in the approved form.
- (4) If the amount of invalidity/death insurance held by a member is reduced, or ceases, under this regulation, premiums will cease to be payable in respect of any cover that is no longer held by the member from a day determined by the Board (which must be as soon as practicable after receipt of the application).

### 35A—Application for insurance following decrease or cessation of insurance

- (1) If the amount of invalidity/death insurance held by a member is reduced under regulation 35—
  - (a) further invalidity/death insurance may subsequently be granted to the member on application by the member in the approved form; but
  - (b) if the amount of the member's insurance has been reduced to 2 units or less of standard insurance cover (or an amount of insurance that is lower in value than, but does not exceed in value, 2 units of standard insurance cover)—
    - (i) the member's default invalidity/death insurance will not exceed in value the amount to which the member's insurance has been reduced; and
    - (ii) accordingly, the Board may, having regard to the state of the member's health, grant the application subject to authorised conditions (see regulation 49).
- (2) If the amount of invalidity/death insurance held by a member ceases under regulation 35, further invalidity/death insurance may subsequently be granted to the member on application by the member in the approved form, subject to the following:
  - (a) the member will no longer be entitled to default invalidity/death insurance;

- (b) the Board may, having regard to the state of the member's health, grant the application subject to authorised conditions (see regulation 49).

**21—Substitution of heading to Part 3 Division 2 Subdivision 4**

Heading to Part 3 Division 2 Subdivision 4—delete the heading and substitute:

**Subdivision 4—Income protection**

**22—Substitution of regulation 36**

Regulation 36—delete the regulation and substitute:

**36—Disability pension**

- (1) Pursuant to section 22(1) of the Act, but subject to these regulations, a member who—
  - (a) is incapacitated for work on account of a disability; and
  - (b) is absent from work in respect of employment to which the Act applies on account of the incapacity; and
  - (c) is receiving treatment from a medical practitioner in respect of the incapacity and is following the advice of the practitioner,is entitled to a disability pension.
- (2) A member is incapacitated for work on account of a disability for the purposes of this Subdivision if the Board is satisfied that the member—
  - (a) is suffering from ill health (whether physical or mental); and
  - (b) is unable, because of that ill health—
    - (i) to undertake the duties of the position usually occupied by the member or is unable to undertake those duties at the member's usual capacity; and
    - (ii) to undertake the duties of any other suitable position made available to the member.
- (3) For the purposes of subregulation (2), a position is a suitable position for a member if—
  - (a) the position carries a salary of at least 80% of the salary applicable to the position usually occupied by the member; and
  - (b) the member could reasonably be expected to take the position.
- (4) A member is not entitled to a disability pension under subregulation (1) if the member—
  - (a) is aged 65 years or over; or

- (b) is exempted from the ambit of this regulation under regulation 37; or
  - (c) is not entitled to a disability pension under this regulation by virtue of regulation 38.
- (5) If a member who is entitled to a disability pension under subregulation (1) becomes incapacitated for work on account of a disability while on leave without pay for a reason that is not connected to the disability, payment of the pension is not to commence, unless the Board determines otherwise, before the day on which the member was expected to return to work following the period of leave.

### **36AA—Application for disability pension**

- (1) An application for a disability pension must be made—
- (a) within 6 months of the day on which the member is first absent from work in respect of employment to which the Act applies; or
  - (b) if the member is entitled to weekly payments of workers compensation, or is on recreation leave, long service leave or paid sick leave in connection with the incapacity for work to which the application relates, immediately after the member's first absence from work in respect of employment to which the Act applies—within 6 months of the day on which the member ceases to be entitled to weekly payments of workers compensation, or to be on recreation leave, long service leave or paid sick leave in connection with the incapacity.
- (2) If a member notifies the Board when lodging an application for a disability pension that the application should not be assessed until further notice, the application will be taken to have been received by the Board if and when the member subsequently gives notice to the Board that the application is to be assessed.
- (3) For the purposes of subregulation (1), a period during which a police member receives salary or wages pursuant to an arrangement under which employees forego part of their annual recreation leave in return for the grant of additional sick leave is to be taken to be a period during which the member is not absent from work.

**Note—**

The Commissioner of Police may make and carry out such an arrangement with employees under regulation 66 of the *Police Regulations 2014*.

### **36AAB—Amount of pension**

- (1) The amount of a disability pension will be 75% of the member's notional salary.

- (2) In addition, a contribution replacement benefit of an amount determined by the Board will be credited to the member's employer contribution account under regulation 16(2) while the member is in receipt of a disability pension under this Subdivision.
- (3) In this regulation—  
*notional salary*—see regulation 36A.

### **36AAC—Matters affecting entitlement to pension**

- (1) A disability pension is payable to a member in respect of a disability—
  - (a) only if the member is—
    - (i) incapacitated for work on account of the disability for a period that exceeds the waiting period; and
    - (ii) absent from the member's employment on account of the incapacity for all working days falling within the waiting period; and
  - (b) only in relation to a period of incapacity that occurs after the end of the waiting period.
- (2) In subregulation (1), the *waiting period* is—
  - (a) 30 days; or
  - (b) if—
    - (i) the member has elected in the approved form for a longer waiting period to apply and has not withdrawn the election; and
    - (ii) the first day on which the member is absent from employment on account of the incapacity occurs after the day on which notice of the election is lodged with the Board,  
  
90 days.
- (3) For the purposes of subregulation (1)(a)(ii)—
  - (a) if a member whose waiting period is referred to in subregulation (2)(a) returns to work during the waiting period for no more than 2 days (whether or not consecutive), those days are not to be taken into account for the purposes of determining the period for which the member has been absent from employment; and
  - (b) if a member with any other waiting period returns to work during the waiting period for 5 days or less, and no more than 2 of those days are consecutive (whether on 1 or 2 occasions), those days are not to be taken into account for the purposes of determining the period for which the member has been absent from employment.

- (4) If a member withdraws an election made under subregulation (2)(b) by notice to the Board in the approved form, the member's waiting period under subregulation (2) will be a period commencing on the first day on which the member is absent from employment on account of the incapacity and ending on the day falling—
- (a) 90 days from the day on which the notice is lodged with the Board; or
  - (b) 30 days from the first day on which the member is absent from employment on account of the incapacity,
- whichever occurs later.
- (5) A disability pension is not payable to a member in respect of—
- (a) a period in respect of which the member is entitled to weekly payments of workers compensation or would have been entitled to weekly payments of workers compensation if the member had not accepted a redemption of the liability to make those weekly payments under Part 4 Division 4 of the *Return to Work Act 2014*; or
  - (b) a period for which the member is on recreation leave, long service leave, paid sick leave or any other form of paid leave.
- (6) The Board may decline to authorise a disability pension if it appears that the duration of the incapacity is likely to be less than 6 months.
- (7) A person who—
- (a) is a member of the scheme by virtue of an election under regulation 10; and
  - (b) was aged 55 years or over when the election was made,
- is not entitled, during the first 24 months of the person's membership of the scheme, to a disability pension in respect of an incapacity attributable to a medical condition existing before the day on which that membership commenced.
- (8) A person who is a contributor within the meaning of the *Superannuation Act 1988* to whom regulation 11 applies is not entitled, during the period of 24 months commencing on the day on which regulation 11 first applies to the person, to a disability pension in respect of an incapacity attributable to a medical condition existing before that day.
- (9) A member who returns to work in employment to which the Act applies after being on leave without pay for 12 months or more is not entitled, during the period of 24 months commencing on the day on which the member returns to work, to a disability pension in respect of a condition that was known to the member on that day.

(10) In this regulation—

***working day*** in relation to a member means a day on which the member would be normally required to work in the course of employment.

### **36AAD—Duration of disability pension**

- (1) A member who is in receipt of a disability pension may, by notice in writing to the Board, suspend payment of the pension for a period specified in the notice.
- (2) A disability pension cannot be paid in respect of a particular disability—
  - (a) for a continuous period of more than 24 months; or
  - (b) for an aggregate period of more than 24 months in any 1 period of 48 months.
- (3) For the purposes of subregulation (2)—
  - (a) if an application by a member for a disability pension is taken under regulation 36AA(2) to have been received on a day that is not the day on which it was lodged, and the application is successful, the period commencing on the day on which the application was lodged and ending on the day on which the applicant gives notice to the Board that the application is to be assessed is to be taken into account as a period during which a disability pension was paid to the member; and
  - (b) if payment of a disability pension to a member is suspended at the request of the member under subregulation (1), the period of the suspension is to be taken into account as a period during which a disability pension was paid to the member.
- (4) A person in receipt of a disability pension whose employment terminates ceases to be entitled to the pension from the day immediately following the day on which the employment terminates or is taken to have been terminated.
- (5) Subregulation (4) applies irrespective of the manner in which the person's employment terminates.
- (6) If a member to whom regulation 6(4) applies is entitled to a disability pension in respect of incapacity for work in the 12 month period during which the member is taken to remain in employment, the pension will not be payable after the end of the designated period.
- (7) For the purposes of subregulation (6), the ***designated period*** is a period—
  - (a) commencing on the day following the day on which the 12 month period during which the member is taken to remain in employment expires; and

- (b) equivalent in length to the waiting period that applied under regulation 36AAC in respect of the member's disability pension.

### **36AAE—Miscellaneous**

- (1) A member is not required to make a contribution over a period for which the member receives a disability pension.
- (2) A right to a disability pension under this Subdivision cannot be assigned.
- (3) Subregulation (2) does not prevent the making of a garnishee order in relation to a pension.
- (4) If a person who is a member of the scheme by virtue of regulation 9(2) becomes entitled to a benefit under this Subdivision, the person is not entitled to a benefit under section 30 or 36 of the *Superannuation Act 1988*.
- (5) Despite any other regulation, a member may receive a disability pension under this Subdivision while engaged in remunerative activities if the Board is satisfied that the member is engaged in the activities for the purposes of a rehabilitation or return to work arrangement.
- (6) However, if at any time during a financial year a member who is receiving, or would, but for this subregulation, be entitled to receive, a pension under this Subdivision is also receiving income from remunerative activities, the pension will be reduced by the amount by which the pension and income exceed, when aggregated, the amount that the member would be entitled to receive if the member were in receipt of the member's notional salary (within the meaning of regulation 36AAB) and if those payments equal or exceed that amount, the pension will be suspended.

### **23—Variation of regulation 36A—Notional salary**

- (1) Regulation 36A(1)—delete subregulation (1) and substitute:
  - (1) For the purposes of regulation 36AAB, the *notional salary* of a member who is entitled to a disability pension is the salary that the member was receiving immediately before the commencement of the member's incapacity for work, adjusted at the commencement of each adjustment period to reflect—
    - (a) in the case of an April adjustment period—the percentage variation (rounded to 2 decimal places) between the Consumer Price Index for the immediately preceding December quarter and the Consumer Price Index for the immediately preceding June quarter; and



- (b) in the case of an October adjustment period—the percentage variation (rounded to 2 decimal places) between the Consumer Price Index for the immediately preceding June quarter and the Consumer Price Index for the immediately preceding December quarter.
- (2) Regulation 36A(2)(a)—delete paragraph (a) and substitute:
  - (a) if the member was not, immediately before the commencement of the incapacity, in full-time employment, the notional salary will be calculated by reference to a formula determined by the Board, having regard to such evidence of the member's salary (over the course of the member's employment or, if the member has been employed for more than 3 years, the last 3 years of the member's employment) as the Board considers appropriate (including, without limitation, premiums paid by the member under these regulations); and
- (3) Regulation 36A—after subregulation (2) insert:
  - (3) Despite subregulations (1) and (2), if a member's notional salary would, but for this subregulation, exceed the automatic acceptance limit, the member's notional salary is fixed at the automatic acceptance limit.
  - (4) A member whose notional salary is fixed under subregulation (3) may apply to the Board for additional income protection cover.
  - (5) Regulation 37A applies in relation to an application under subregulation (4).
  - (6) If the Board approves the member's application, the member's notional salary will be determined, subject to regulation 36B, under subregulation (1) or (2), as appropriate.
  - (7) The member may, by subsequent application in the approved form, apply for a reduction in the level of the member's income protection cover.
  - (8) If the Board approves the member's application, the member's notional salary will be fixed at the automatic acceptance limit unless and until the member's notional salary if determined under subregulation (1) or (2) would be set at a level lower than the automatic acceptance limit (and subregulations (1) and (2) will then apply for the purposes of determining the member's notional salary).
  - (9) If an application for additional income protection cover is granted subject to authorised conditions under regulation 37A, any entitlement of the member to a disability pension based on a notional salary set at a level higher than the automatic acceptance limit will be subject to those conditions (but the member will, if the member has income protection cover under these regulations that the member was not required to apply for, be entitled, without conditions, to a disability pension based on a notional salary fixed at the automatic acceptance limit).

(10) In this regulation—

*adjustment period* means the period of 6 months commencing on 1 April and 1 October in each year;

*April adjustment period* means an adjustment period commencing on 1 April in any year;

*automatic acceptance limit* means a salary level fixed by the Board from time to time for the purposes of this definition;

*Consumer Price Index* means the Consumer Price Index (All groups index for Adelaide) published by the Australian Bureau of Statistics;

*October adjustment period* means an adjustment period commencing on 1 October in any year.

## 24—Insertion of regulation 36B

After regulation 36A insert:

### 36B—Maximum level of income protection

- (1) Despite any other regulation, the level of a member's income protection cover under this Part may not exceed the level of income protection cover provided where notional salary is equal to the maximum salary income protection cap.
- (2) For the purposes of regulations 36AAB and 36A, the notional salary of a member whose salary exceeds the level of the maximum salary income protection cap will be fixed at the level of that cap and the member's disability pension premium will be determined accordingly.
- (3) A member whose salary exceeds the maximum salary income protection cap may not apply for a level of income protection cover that exceeds the cover provided to a member whose notional salary is equal to the maximum salary cap.
- (4) In this regulation—

*maximum salary income protection cap* means a salary level fixed by the Board from time to time for the purposes of this definition.

## 25—Variation of regulation 37—Exemption from ambit of regulation 36

- (1) Regulation 37(1)—after "prescribed member" insert:

under the age of 60 years
- (2) Regulation 37(3)—delete "unless the member was entitled to a disability pension in the event of incapacity for work under section 33A of the repealed Act immediately before the repeal of that Act" and substitute:

unless—

  - (a) the member was entitled to a disability pension in the event of incapacity for work under section 33A of the repealed Act immediately before the repeal of that Act; or

- (b) not more than 1 month before commencing that casual employment, the member was engaged in employment to which the Act applies on a full-time or part-time basis (other than as a casual employee) and had an entitlement to a disability pension under this Subdivision.
- (3) Regulation 37(5) to (10)—delete subregulations (5) to (10) (inclusive)
- (4) Regulation 37(12)—delete subregulation (12)

## **26—Insertion of regulation 37A**

After regulation 37 insert:

### **37A—Applications for income protection**

- (1) An application under regulation 36A(4) or 37(4) or Schedule 3 must be in the approved form.
- (2) The applicant must provide the Board with the following information as to the state of the applicant's health:
  - (a) information relating to medical advice, examinations or treatment received by the applicant;
  - (b) information as to any other treatment received by the applicant for any illness, condition or disability suffered by the applicant;
  - (c) information as to any illness, condition or disability suffered by the applicant or any symptoms suffered by the applicant that may indicate an illness, condition or disability;
  - (d) information as to any drugs or other substances (whether legal or illegal and whether medicinal or not) taken by the applicant or to which the applicant has been exposed,and the Board may require an applicant to provide satisfactory evidence of the state of the applicant's health.
- (3) The cost of any medical examination to which an applicant is required to submit for the purposes of subregulation (2) is to be borne by the applicant.
- (4) If it appears to the Board—
  - (a) that an applicant's state of health is such as to create a risk of incapacity for work; or
  - (b) that an applicant has in the past engaged in a prescribed activity that increases the risk of incapacity for work; or
  - (c) that an applicant is likely in the future to engage in an activity of a kind referred to in paragraph (b),the Board may refuse the application or grant the application on authorised conditions.
- (5) Consideration of an application to which subregulation (4) applies may, if the Board thinks fit, be deferred for a reasonable period.

- (6) A condition on which an application has been granted may be varied or removed by the Board if the Board considers it appropriate to do so following consideration of medical evidence provided by the applicant (but a condition may not be removed unless the Board is satisfied that none of the circumstances specified in subregulation (4)(a), (b) or (c) apply in relation to the applicant).
- (7) Subject to subregulation (8), if it appears to the Board that an applicant withheld information required in relation to the member's application under this regulation, the Board may withhold or reduce the pension to which the applicant would otherwise have been entitled.
- (8) If—
- (a) it appears to the Board that an applicant withheld information required in relation to the member's application under this regulation; and
  - (b) the withheld information relates to a medical condition to which the applicant's incapacity for work is attributable,
- the Board must withhold the pension to which the applicant would otherwise have been entitled in respect of that incapacity.
- (9) In this regulation—
- authorised condition***, in relation to the granting of an application under regulation 36A(4), 37(4) or Schedule 3, means—
- (a) a condition providing that a disability pension is not payable if the applicant's incapacity for work is caused wholly or partly by—
    - (i) a pre-existing illness, condition or disability; or
    - (ii) an illness, condition or disability arising out of a pre-existing illness, condition or disability; or
    - (iii) a prescribed activity; or
  - (b) a condition that a disability pension is only to be payable in respect of an incapacity for work arising from—
    - (i) accidental causes; or
    - (ii) an illness or condition that is not related to or associated with a medical condition of a kind specified by the Board;

***prescribed activity*** means the smoking, chewing or sucking of a tobacco product or any other activity involving the consumption of a tobacco product;

***tobacco product*** means—

- (a) a cigarette; or
- (b) a cigar; or
- (c) cigarette or pipe tobacco; or

- (d) tobacco prepared for chewing or sucking; or
- (e) snuff.

**27—Variation of regulation 38—Persons not entitled to disability pension**

Regulation 38(c)—delete paragraph (c) and substitute:

- (c) a member to whom insurance benefits (or benefits of a similar kind) have been paid on account of invalidity or a terminal illness under the Act, the repealed Act, another Act that provides for the payment of benefits by the Treasurer or an administered scheme under Schedule 3 of the *Superannuation Act 1988*;

**28—Variation of regulation 38A—Police disability pension**

- (1) Regulation 38A(2)(a)—delete "*Workers Rehabilitation and Compensation Act 1986*" and substitute:

*Return to Work Act 2014*

- (2) Regulation 38A(5)—delete "*Workers Rehabilitation and Compensation Act 1986*" and substitute:

*Return to Work Act 2014*

- (3) Regulation 38A(8)—delete "regulation 36" and substitute:

Subdivision 4

- (4) Regulation 38A(9)—delete "*Workers Rehabilitation and Compensation Act 1986*" and substitute:

*Return to Work Act 2014*

**29—Variation of regulation 39—Payment of premiums by members**

Regulation 39(2)(b)—delete "basic and voluntary"

**30—Variation of heading to Part 3 Division 3**

Heading to Part 3 Division 3—delete "voluntary"

**31—Variation of regulation 40—Application for death insurance**

- (1) Regulation 40(1)—after "spouse member" first occurring insert:  
under the age of 70 years
- (2) Regulation 40(1)—delete "voluntary"
- (3) Regulation 40(3)—delete "voluntary" wherever occurring

**32—Variation of regulation 41—Variation of death insurance**

Regulation 41—delete "voluntary"

### 33—Substitution of regulation 42

Regulation 42—delete the regulation and substitute:

#### 42—Amount of death insurance benefits and amount of premiums

- (1) There will be 2 classes of death insurance:
  - (a) *standard insurance cover* under the Table in Schedule 2 where the value of a unit of cover, as designated in column 2, is determined on the basis of the spouse member's age;
  - (b) *fixed benefit insurance cover* where the value of a unit of cover is fixed at \$10 000 irrespective of the spouse member's age (up to age 69).
- (2) Insurance cover under this Division ceases in relation to a spouse member when the spouse member reaches the age of 70 years.
- (3) The amount of the premium payable per unit of insurance cover provided under this regulation is to be fixed by the Board on the recommendation of an actuary.
- (4) The Board may allow a rebate of the premium payable under this regulation in respect of death insurance cover.
- (5) An applicant for death insurance may apply for standard insurance cover or fixed benefit insurance cover.
- (6) However, a spouse member may not, at any 1 time, take out both standard and fixed benefit insurance cover.
- (7) The aggregate value of units of cover granted to a spouse member must not exceed \$1 500 000.

### 34—Variation of regulation 43—Payment of premiums by spouse members

- (1) Regulation 43(2)(c)—delete "voluntary"
- (2) Regulation 43—after subregulation (2) insert:
  - (3) The Board may cancel insurance suspended under subregulation (2) if, in the opinion of the Board, it is unlikely that any spouse account in the name of the spouse member will, within a reasonable period of time, be sufficiently in credit to enable the debiting of premiums without resulting in a debit balance.

### 35—Variation of regulation 44—Interpretation

Regulation 44—before the definition of *public sector superannuation beneficiary* insert:

*invalidity/death insurance* means invalidity/death insurance granted under this Subdivision;

### **36—Substitution of Part 3 Division 4 Subdivision 3**

Part 3 Division 4 Subdivision 3—delete Subdivision 3 and substitute:

#### **Subdivision 3—Post retirement insurance**

#### **46—Post retirement invalidity and death insurance**

- (1) Subject to this Subdivision, the Board may provide—
  - (a) invalidity/death insurance to public sector superannuation beneficiaries; and
  - (b) death insurance to public sector superannuation beneficiaries and the spouses of public sector superannuation beneficiaries.
- (2) Invalidity/death insurance and death insurance provided to a public sector superannuation beneficiary or the spouse of a public sector superannuation beneficiary is subject to terms and conditions set out in regulation 47.
- (3) A public sector superannuation beneficiary may apply for invalidity/death insurance in the form of standard insurance cover or fixed benefit insurance cover (both within the meaning of regulation 34), and the amount of invalidity/death insurance benefits, and the amount of premiums in respect of those benefits, are the amounts fixed by or under regulation 34.
- (4) The Board may allow a rebate of the premium payable under this Subdivision in respect of invalidity/death insurance cover.
- (5) A public sector superannuation beneficiary or the spouse of a public sector superannuation beneficiary may apply for death insurance in the form of standard insurance cover or fixed benefit insurance cover (both within the meaning of regulation 42), and the amount of death insurance benefits, and the amount of premiums in respect of those benefits, are the amounts fixed by or under regulation 42.
- (6) However, a public sector superannuation beneficiary or the spouse of a public sector superannuation beneficiary may not, at any 1 time, take out both standard insurance cover and fixed benefit insurance cover (whether under subregulation (3) or (5)).

#### **47—Terms and conditions**

- (1) A public sector superannuation beneficiary may be provided with invalidity/death insurance or death insurance if, and only if, the beneficiary—
  - (a) is under the age of 70 years; and
  - (b) has an investment of money with the Superannuation Funds Management Corporation of South Australia under regulation 45.

- (2) The spouse of a public sector superannuation beneficiary may be provided with death insurance if, and only if, the spouse—
  - (a) is under the age of 70 years; and
  - (b) has an investment of money with the Superannuation Funds Management Corporation of South Australia under regulation 45.
- (3) Premiums will be debited against the insured's investment account.
- (4) If the debiting of a premium under subregulation (3) would result in a debit balance in the account—
  - (a) the premium will be debited against the account to the extent of the credit balance in the account; and
  - (b) the insurance is suspended from the expiration of the month following the month in which the premium was debited until the account is again sufficiently in credit to enable the debiting of premiums without resulting in a debit balance.
- (5) The Board may cancel insurance suspended under subregulation (4) if, in the opinion of the Board, it is unlikely that the insured's investment account will, within a reasonable period of time, be sufficiently in credit to enable the debiting of premiums without resulting in a debit balance.
- (6) Insurance ceases on payment to the insured of the insured's investment under regulation 45.
- (7) Death insurance cover provided to the spouse of a public sector superannuation beneficiary is not affected by payment to the public sector superannuation beneficiary of the beneficiary's investment under regulation 45.
- (8) The following provisions apply to a public sector superannuation beneficiary who has, within 60 days of ceasing to be engaged in employment to which the Act applies, invested money with the Superannuation Funds Management Corporation of South Australia under regulation 45 and made application to the Board for the continuation of the beneficiary's invalidity/death insurance:
  - (a) the beneficiary is, on making the application, covered, and taken to have been covered since ceasing to be engaged in employment to which the Act applies, by the invalidity/death insurance that applied to the beneficiary at the time of that cessation, subject to the same terms, conditions and restrictions;
  - (b) regulation 49—
    - (i) does not apply to an application under paragraph (a); but
    - (ii) applies to any application by the beneficiary to increase the level of the beneficiary's invalidity/death insurance cover.



- (9) The following provisions apply to the spouse of a public sector superannuation beneficiary who has, within 60 days of becoming entitled to a benefit under regulation 63, invested money with the Superannuation Funds Management Corporation of South Australia under regulation 45 and made application to the Board for the continuation of the spouse's death insurance:
- (a) the spouse is, on making the application, covered, and taken to have been covered since becoming entitled to a benefit under regulation 63, by the death insurance that applied to the spouse at the time the entitlement arose, subject to the same terms, conditions and restrictions;
  - (b) regulation 49—
    - (i) does not apply to an application under paragraph (a); but
    - (ii) applies to any application by the spouse to increase the level of the spouse's death insurance cover.
- (10) An insurance benefit will be payable on account of invalidity if the Board is satisfied that the insured—
- (a) is suffering from ill health (whether physical or mental) that makes it unlikely that the insured will at any future time engage in gainful employment for which the insured is reasonably qualified by education, training or experience or for which the insured could be expected to become reasonably qualified following appropriate training or rehabilitation; and
  - (b) is receiving treatment from a medical practitioner in respect of the ill health and is following the advice of the practitioner.
- (11) However, an insured is not entitled to payment of a benefit on account of invalidity—
- (a) if—
    - (i) the insured ceased to be engaged in employment to which the Act applies as a condition of a voluntary separation package; and
    - (ii) the insured's incapacity for work was known to the insured at the time of ceasing to be engaged in that employment; and
  - (b) unless the insured has engaged in employment for an average of 20 or more hours per week in the 12 month period before making a claim in respect of the invalidity.
- (12) An invalidity insurance benefit will also be payable if the Board is satisfied that the insured is suffering from a terminal illness.

- (13) Death benefits payable in respect of a deceased insured will be paid as follows:
- (a) if the deceased has a legal personal representative—the benefits will be paid to the representative;
  - (b) if the deceased does not have a legal personal representative but is survived by a spouse—the benefits will be paid to the spouse;
  - (c) if the deceased does not have a legal personal representative and is not survived by a spouse—the benefits will be paid to the deceased's estate.
- (14) If an insured takes the insured's own life—
- (a) within 1 year after the commencement of the insured's insurance under this regulation; or
  - (b) within 1 year after the commencement of, or increase in the level of, insurance,
- the following provisions apply:
- (c) if death occurs within 1 year after the commencement of the insurance—death insurance benefits are not payable;
  - (d) if death occurs within 1 year after an increase in the level of insurance—death insurance benefits are not payable in respect of the increased insurance.
- (15) Subregulation (14) does not apply to—
- (a) a beneficiary who becomes insured under this regulation by virtue of subregulation (8)(a); or
  - (b) a spouse who becomes insured under this regulation by virtue of subregulation (9)(a).
- (16) However, if a beneficiary referred to in subregulation (15)(a) takes the beneficiary's own life—
- (a) within 1 year after the commencement of the beneficiary's membership of the scheme; or
  - (b) within 1 year after the commencement of, or increase in the level of, additional invalidity/death insurance that was held by the beneficiary as a member of the scheme,
- the following provisions apply:
- (c) if death occurs within 1 year after the commencement of membership of the scheme or commencement of additional invalidity/death insurance—death insurance benefits are not payable;
  - (d) if death occurs within 1 year after an increase in the level of additional invalidity/death insurance—death insurance benefits are not payable in respect of the increased insurance.

- (17) The aggregate value of units of cover provided to a person under regulation 46 and any other provision of the Act or these regulations must not exceed \$1 500 000.
- (18) In this regulation—  
*voluntary separation package* means an agreement between a member and the member's employer pursuant to which the member resigns from employment, but does not include an agreement pursuant to which a member resigns from employment in connection with an agreement for the redemption of a liability to make weekly payments under Part 4 Division 4 of the *Return to Work Act 2014*.

### **37—Variation of regulation 49—Application for insurance**

- (1) Regulation 49(1)—after "application for" insert:  
invalidity/death or death
- (2) Regulation 49(1)—delete "voluntary"
- (3) Regulation 49(1a)—delete subregulation (1a)
- (4) Regulation 49(4)—after "Board may" insert:  
refuse the application or
- (5) Regulation 49—after subregulation (4) insert:
  - (4a) Consideration of an application to which subregulation (4) applies may, if the Board thinks fit, be deferred for a reasonable period.
- (6) Regulation 49(8), definition of *authorised condition*—delete "voluntary" wherever occurring

### **38—Variation of regulation 55—Resignation**

Regulation 55(7)(b)—delete paragraph (b) and substitute:

- (b) if the Board is satisfied that—
  - (i) the member—
    - (A) is suffering from ill health (whether physical or mental) that makes it unlikely that the member will at any future time engage in gainful employment for which the member is reasonably qualified by education, training or experience or for which the member could be expected to become reasonably qualified following appropriate training or rehabilitation; and
    - (B) is receiving treatment from a medical practitioner in respect of the ill health and is following the advice of the practitioner; or
  - (ii) that the member is suffering from a terminal illness,  
the Board will authorise payment of the component to the member;

### **39—Variation of regulation 58—Invalidity or terminal illness**

- (1) Regulation 58(1)(a)—delete "65" and substitute:  
70
- (2) Regulation 58(1)(b)—delete paragraph (b) and substitute:
  - (b) the Board is satisfied that—
    - (i) a member whose employment has not terminated is suffering from a terminal illness; or
    - (ii) a member whose employment has terminated is suffering from a terminal illness that existed, or that is attributable to a medical condition that existed, while the member was employed,
- (3) Regulation 58(1)(g)—delete "the basic invalidity insurance benefit and voluntary" and substitute:  
the default invalidity insurance benefit and the additional
- (4) Regulation 58(2)—delete "basic and voluntary" and substitute:  
default and additional
- (5) Regulation 58(2)(a)—delete paragraph (a) and substitute:
  - (a) the Board is not satisfied that, on the day on which the member's employment terminated, the member—
    - (i) was suffering from ill health (whether physical or mental) that made it unlikely that the member would at any future time engage in gainful employment for which the member was reasonably qualified by education, training or experience or for which the member could have been expected to become reasonably qualified following appropriate training or rehabilitation; and
    - (ii) was receiving treatment from a medical practitioner in respect of the ill health and was following the advice of the practitioner; or
- (6) Regulation 58(7)—delete "basic and voluntary" and substitute:  
default and additional
- (7) Regulation 58(9)(b)(iii)—delete "basic invalidity insurance benefit and voluntary" and substitute:  
default invalidity insurance benefit and additional
- (8) Regulation 58(11) to (13)—delete subregulations (11) to (13) (inclusive) and substitute:
  - (11) A member's employment will be taken to have terminated on account of invalidity if—
    - (a) —

- (i) the member's employer notifies the Board (before termination of employment) that the member's employment is to be terminated by the employer—
  - (A) on the ground of the member's invalidity; or
  - (B) on account of the unsatisfactory performance by the member of the member's duties (including the member's failure to meet performance standards) caused by the member's incapacity; and
- (ii) the member's employment is subsequently terminated by the employer and notice of the termination has been given to the Board; or
- (b) the member's employer terminates the employment—
  - (i) on the ground of the member's invalidity; or
  - (ii) when the member is totally or partially incapacitated for work in the member's present position—
    - (A) in circumstances that would, but for this subregulation, constitute retrenchment of the member; or
    - (B) on account of the unsatisfactory performance by the member of the member's duties (including the member's failure to meet performance standards) caused by the member's incapacity; or
- (c) —
  - (i) the member's employer or the member satisfies the Board (before termination of employment) that the member is suffering from ill health (whether physical or mental) that prevents the member from engaging in gainful employment for which the member is reasonably qualified by education, training or experience; and
  - (ii) the member resigns from employment and notice of the resignation has been given to the Board; or
- (d) —
  - (i) the member's employment is terminated by the member for any reason that is caused by or is the direct result of the member's incapacity; and

- (ii) the Board is satisfied that the member has, since the member's employment was terminated, and for a period of at least 6 months, suffered from ill health (whether physical or mental) that prevented the member from engaging in gainful employment for which the member is reasonably qualified by education, training or experience; or
  - (e) an entitlement of the member to receive weekly payments of workers compensation under the *Return to Work Act 2014* in respect of the incapacity to which the member's invalidity is attributable is redeemed under section 53 of that Act in connection with termination of the member's employment; or
  - or
  - (f) —
    - (i) the member's employment pursuant to a fixed term contract is to be terminated due to the expiry of the contract; and
    - (ii) the Board is satisfied that the member suffers from ill health (whether physical or mental) that prevents the member from engaging in gainful employment for which the member is reasonably qualified by education, training or experience; and
    - (iii) the member's employment is subsequently terminated and notice of the termination has been given to the Board; or
  - (g) —
    - (i) the member's employment pursuant to a fixed term contract has terminated due to the expiry of the contract; and
    - (ii) the Board is satisfied that the member has, since the member's employment was terminated, and for a period of at least 6 months, suffered from ill health (whether physical or mental), attributable to a medical condition existing before the expiry of the contract, that prevented the member from engaging in gainful employment for which the member was reasonably qualified by education, training or experience.
- (12) A member who claims to be entitled to benefits under this regulation, or a person acting on the member's behalf, must give written notice of the claim to the Board not more than 2 years after the termination of the member's employment.

- (13) Notice of a claim may be given, and considered by the Board, before a member's employment is terminated if the member reasonably believes that the member's employment is to be terminated in circumstances that will give rise to an entitlement to benefits under subregulation (11).
- (9) Regulation 58(14)—delete "subregulation (13)" and substitute:  
subregulation (12)
- (10) Regulation 58(15) and (16)—delete subregulations (15) and (16)
- (11) Regulation 58(16a)—delete "regulation 48(7)(a)" and substitute:  
regulation 47(8)(a) (or regulation 48(7)(a) as in force immediately before the commencement of the *Southern State Superannuation (Insurance) Variation Regulations 2017*)
- (12) Regulation 58(17), definition of ***voluntary separation package***—delete the definition and substitute:  
***voluntary separation package*** means an agreement between a member and the member's employer pursuant to which the member resigns from employment, but does not include an agreement pursuant to which a member resigns from employment in connection with an agreement for the redemption of a liability to make weekly payments under Part 4 Division 4 of the *Return to Work Act 2014*.

#### **40—Variation of regulation 59—Death of member**

- (1) Regulation 59(2)(e)—after "this regulation" insert:  
, regulation 28(4)
- (2) Regulation 59(2)(e)—delete "basic death insurance benefit and the voluntary" and substitute:  
default death insurance benefit and the additional
- (3) Regulation 59(4)—delete "basic and voluntary" and substitute:  
default and additional
- (4) Regulation 59(5)(b)—delete "voluntary" and substitute:  
additional
- (5) Regulation 59(5)(c)—delete paragraph (c) and substitute:  
(c) if death occurs within 1 year after the commencement of membership of the scheme or commencement of additional invalidity/death insurance—neither default nor additional death insurance benefits are payable;
- (6) Regulation 59(5)(d)—delete "voluntary" wherever occurring and substitute in each case:  
additional

- (7) Regulation 59(8)(b)(iii)—delete "basic death insurance benefit and voluntary" and substitute:

default death insurance benefit and additional

- (8) Regulation 59(11)—delete "basic death insurance benefit and voluntary" and substitute:

default death insurance benefit and the additional

#### **41—Variation of regulation 62D—Preservation of components**

Regulation 62D(c)(i)—delete subparagraph (i) and substitute:

- (i) has become incapacitated and satisfies the Board that the member—
- (A) is suffering from ill health (whether physical or mental) that makes it unlikely that the member will at any future time engage in gainful employment for which the member is reasonably qualified by education, training or experience or for which the member could be expected to become reasonably qualified following appropriate training or rehabilitation; and
  - (B) is receiving treatment from a medical practitioner in respect of the ill health and is following the advice of the practitioner; or

#### **42—Variation of regulation 62E—Invalidity**

- (1) Regulation 62E(1)(d)—delete "voluntary" and substitute:

additional

- (2) Regulation 62E(2)—delete "voluntary" and substitute:

additional

- (3) Regulation 62E(2)(a)—delete paragraph (a) and substitute:

- (a) the Board is not satisfied that, on the day on which the member resigned, the member—
- (i) was suffering from ill health (whether physical or mental) that made it unlikely that the member would at any future time engage in gainful employment for which the member was reasonably qualified by education, training or experience or for which the member could be expected to become reasonably qualified following appropriate training or rehabilitation; and
  - (ii) was receiving treatment from a medical practitioner in respect of the ill health and is following the advice of the practitioner; or



**43—Variation of regulation 62F—Death of PSS3 member**

Regulation 62F(4)(a) and (b)—delete "voluntary" wherever occurring and substitute in each case:

additional

**44—Variation of regulation 63—Benefits for spouse members**

(1) Regulation 63(3)—delete subregulation (3) and substitute:

(3) If the Board is satisfied that—

(a) a spouse member—

- (i) is suffering from ill health (whether physical or mental) that makes it unlikely that the spouse member will at any future time engage in gainful employment for which the spouse member is reasonably qualified by education, training or experience or for which the spouse member could be expected to become reasonably qualified following appropriate training or rehabilitation; and
- (ii) is receiving treatment from a medical practitioner in respect of the ill health and is following the advice of the practitioner; or

(b) a spouse member is suffering from a terminal illness, the spouse member is entitled to benefits made up of the amount (if any) standing to the credit of each of the spouse member's spouse accounts.

(2) Regulation 63(4)—delete "voluntary"

(3) Regulation 63—after subregulation (5) insert:

(5a) Subregulation (4), insofar as it provides for payment of the death insurance benefit, does not apply in relation to the spouse of a public sector superannuation beneficiary (within the meaning of Part 3 Division 4) who has death insurance cover by virtue of regulation 47(9).

**45—Variation of regulation 73A—Medical information for invalidity and terminal illness benefits**

Regulation 73A(4)—delete "member" second occurring and substitute:

Board

**46—Variation of regulation 78—Information to be given to certain members**

Regulation 78(1)—delete "voluntary" wherever occurring and substitute in each case:

additional

#### 47—Substitution of Schedules 1 and 2

Schedules 1 and 2—delete the Schedules and substitute:

### **Schedule 1—Invalidity/death insurance benefits**

#### **Standard insurance cover**

<b>Age last birthday</b>	<b>One unit</b>
	<b>\$</b>
Up to 34	75 000
35	72 000
36	69 000
37	66 000
38	63 000
39	60 000
40	57 000
41	54 000
42	51 000
43	48 000
44	45 000
45	42 000
46	39 000
47	36 000
48	33 000
49	30 000
50	27 000
51	24 000
52	22 000
53	20 000
54	18 000
55	16 000
56	14 000
57	12 500
58	11 000
59	10 000
60	9 000
61	8 000
62	7 000
63	6 000
64	5 000

Age last birthday	One unit \$
65	5 000
66	5 000
67	5 000
68	5 000
69	5 000
70 or over	0

## Schedule 2—Death insurance benefits

### Standard insurance cover

Age last birthday	One unit \$
Up to 34	75 000
35	72 000
36	69 000
37	66 000
38	63 000
39	60 000
40	57 000
41	54 000
42	51 000
43	48 000
44	45 000
45	42 000
46	39 000
47	36 000
48	33 000
49	30 000
50	27 000
51	24 000
52	22 000
53	20 000
54	18 000
55	16 000
56	14 000
57	12 500
58	11 000

Age last birthday	One unit \$
59	10 000
60	9 000
61	8 000
62	7 000
63	6 000
64	5 000
65	5 000
66	5 000
67	5 000
68	5 000
69	5 000
70 or over	0

#### **48—Variation of Schedule 3—Transitional provisions**

- (1) Schedule 3, heading to Part 2—delete the heading and substitute:

#### **Part 1—Transitional provisions operating from commencement of these regulations**

- (2) Schedule 3—after clause 9 insert:

#### **Part 2—Transitional provisions operating from commencement of *Southern State Superannuation (Insurance) Variation Regulations 2017***

#### **Division 1—Interpretation**

##### **10—Interpretation**

In this Part—

*authorised condition* has the same meaning as in regulation 49;

*commencement day* means the day on which the *Southern State Superannuation (Insurance) Variation Regulations 2017* come into operation.

##### **11—Application of Part**

This Part applies to a member of the scheme who was a member immediately before the commencement day.

## **Division 2—Invalidity/death insurance**

### **Subdivision 1—General**

#### **12—Application of Schedule**

- (1) Schedules 1 and 2, as inserted by the *Southern State Superannuation (Insurance) Variation Regulations 2017*, apply on and from the commencement day for the purposes of determining the value of units of standard insurance cover (including in relation to insurance held before the commencement day).
- (2) The premium payable in respect of those units of insurance cover is the applicable premium determined by the Board for the purposes of regulation 34 or 42 (as inserted by the *Southern State Superannuation (Insurance) Variation Regulations 2017*).

### **Subdivision 2—Members**

#### **13—Continuation of basic invalidity/death insurance held by members before commencement day**

- (1) Basic invalidity/death insurance held by a member to whom this Part applies immediately before the commencement day will, subject to regulation 35, continue to be held by the member as default invalidity/death insurance.
- (2) Subject to regulation 35, default invalidity/death insurance held by a member to whom this Part applies will, on and from the commencement day, include additional units of insurance necessary to ensure that the default invalidity/death insurance held by the member is equivalent to 3 units of standard insurance cover.
- (3) However, if a member to whom this Part applies notifies the Board in the approved form, not more than 1 month after the commencement day (or within such longer period following the commencement day as the Board considers fair in a particular case), that the member does not wish to increase the level of the member's default invalidity/death insurance above the level of basic invalidity/death insurance held by the member immediately before the commencement day, the member ceases to be entitled to (and no premiums may be charged in respect of) additional units of default invalidity/death insurance as specified in subclause (2).
- (4) Subject to regulation 35—
  - (a) if, immediately before the commencement day, a member to whom this Part applies (other than a prescribed member) holds 3 or more units of standard invalidity/death insurance, at least 3 of those units (which must be comprised of units that have been held by the member for the longest period) are to be held by the member, on and from the commencement day, without authorised conditions, regardless of the state of the member's health; and

- (b) if, immediately before the commencement day, a member to whom this Part applies (other than a prescribed member) holds 1 or 2 units of standard invalidity/death insurance or standard death insurance, those units are to be held by the member, on and from the commencement day, without authorised conditions, regardless of the state of the member's health; and
  - (c) if, immediately before the commencement day, a prescribed member to whom this Part applies holds 6 or more units of standard invalidity/death insurance, at least 6 of those units are to be held by the member, on and from the commencement day, without authorised conditions, regardless of the state of the member's health.
- (5) Subclause (4) does not apply in relation to a member who is not entitled to default invalidity/death insurance under these regulations.
- (6) If—
- (a) a member to whom this Part applies is, immediately before the commencement day, a permanent employee who was formerly employed in employment to which the Act applies on a casual basis; and
  - (b) the member's basic invalidity/death insurance was suspended under regulation 35 while the member was employed on that basis; and
  - (c) the member has not, since becoming a permanent employee, paid a premium in respect of invalidity/death insurance,
- the following provisions apply:
- (d) the suspension of the member's insurance will be taken to have continued until immediately before the commencement day;
  - (e) subject to regulation 35 and paragraph (f), the member will, on and from the commencement day, hold default invalidity/death insurance equivalent to 3 units of standard insurance cover;
  - (f) if the member notifies the Board in the approved form, not more than 1 month after the commencement day (or within such longer period following the commencement day as the Board considers fair in a particular case), that the member does not wish to hold the default invalidity/death insurance to which the member is entitled under paragraph (e), the member ceases to be entitled to (and no premiums may be charged in respect of) that insurance.

- (7) If a member to whom this clause applies does not perform work for the member's employer on or after the commencement day, the member is not entitled to insurance benefits on account of any additional unit of insurance to which the member is entitled by virtue of the *Southern State Superannuation (Insurance) Variation Regulations 2017*.
- (8) Subclause (7) does not apply in relation to a member during any period in which the member is taken to remain in employment by virtue of regulation 6(4).
- (9) Despite subclause (7) (and subject to regulation 35)—
  - (a) a member referred to in subregulation (6) who became incapacitated for work before the commencement day will, if the member's employment had not terminated before the commencement day, be taken to have held default invalidity/death insurance equivalent to 2 units of standard insurance cover on and from the day on which the member became a permanent employee (and the member will continue to hold that insurance on and from the commencement day); and
  - (b) the member will be entitled, if and when the member returns to work for the member's employer, to an additional unit of default invalidity/death insurance (so that the default invalidity/death insurance then held by the member is equivalent to 3 units of standard insurance cover).
- (10) This clause does not apply in relation to a member who holds fixed insurance cover immediately before the commencement day.

**Note—**

See clause 23.

**14—Continuation of voluntary invalidity/death insurance held by members before commencement day**

Voluntary invalidity/death insurance held by a member to whom this Part applies immediately before the commencement day will, subject to clause 13 and regulation 35, continue to be held by the member as additional invalidity/death insurance (and any authorised conditions that applied to the member's voluntary invalidity/death insurance immediately before the commencement day will continue to apply).

### **15—Eligibility for invalidity benefits (members)**

- (1) For the purposes of determining whether a member to whom this Part applies is entitled to invalidity insurance benefits under regulation 58(1)(a) in respect of termination of the member's employment on account of invalidity where the termination occurred before the commencement day, the following is to be substituted for paragraph (a) of subregulation (2) of that regulation:
  - (a) the Board is not satisfied that, on the day on which the member's employment is terminated, the member's incapacity for all kinds of work was 60% or more of total incapacity and was likely to be permanent; or
- (2) Subregulations (11), (12), (12a) and (13) of regulation 58 as in force immediately before the commencement day continue to apply for the purposes of determining whether a member to whom this Part applies is entitled to invalidity insurance benefits under regulation 58(1)(a) in respect of termination of the member's employment on account of invalidity where the termination occurred before that day (and, accordingly, subregulation (11) of regulation 58 as inserted by the *Southern State Superannuation (Insurance) Variation Regulations 2017* does not apply).
- (3) For the purposes of determining whether a PSS 3 member is entitled to invalidity insurance benefits under regulation 62E(1)(d) in respect of resignation from the Parliament of the State on account of invalidity where the resignation occurred before the commencement day, the following is to be substituted for paragraph (a) of subregulation (2) of that regulation:
  - (a) the Board is not satisfied that, on the day on which the member resigned from the Parliament, the member's incapacity for all kinds of work was 60% or more of total incapacity and was likely to be permanent; or

### **16—Application of earlier transitional provisions in relation to certain members**

- (1) Clause 2 of this Schedule will cease to apply to a member on and from the commencement day.
- (2) On and from the commencement day, the insurance entitlements of a member to whom clause 2 of this Schedule applied immediately before the commencement day will be as set out in Part 3 of these regulations and the other provisions of this Schedule.

### **17—Visiting medical officers**

- (1) Clause 3 of this Schedule will cease to apply to a transferred visiting medical officer (within the meaning of that clause) on and from the commencement day.



- (2) A transferred visiting medical officer to whom clause 3 applied is, on and from the commencement day, entitled, without being required to undergo a medical examination, to maintain the insurance cover that the officer enjoyed under clause 3 immediately before the commencement day.
- (3) Accordingly, the insurance entitlements of a transferred visiting medical officer will, on and from the commencement day, be as set out in Part 3 of these regulations and the other provisions of this Schedule, subject to the following:
  - (a) if a transferred visiting medical officer held VMO standard insurance cover under clause 3 immediately before the commencement day, the officer will cease to hold that cover but will instead hold standard insurance cover of the same value as the cover held by the officer under clause 3;
  - (b) if a transferred visiting medical officer held VMO fixed insurance cover under clause 3 immediately before the commencement day, the officer will cease to hold that cover but will instead hold fixed benefit insurance cover of the same value as the fixed insurance cover held by the officer under clause 3;
  - (c) if, on the commencement day, a transferred visiting medical officer holds 3 or more units of standard invalidity/death insurance cover (or an amount of fixed benefit invalidity/death insurance cover that is equivalent to 3 or more units of standard invalidity/death insurance cover), 3 of those units (or an amount equivalent to 3 units of standard invalidity/death insurance cover) are to be held by the officer as default invalidity/death insurance (and, accordingly, no authorised conditions will apply to those units);
  - (d) if, on the commencement day, a transferred visiting medical officer holds more than 3 units of standard invalidity/death insurance cover (or an amount of fixed benefit invalidity/death insurance cover that is equivalent to more than 3 units of standard invalidity/death insurance cover), those additional units are to be held by the officer as additional invalidity/death insurance;
  - (e) if, on the commencement day, a transferred visiting medical officer would, but for this paragraph, hold only 1 or 2 units of standard invalidity/death insurance (or an amount of fixed benefit invalidity/death insurance that is equivalent to 1 or 2 units of standard invalidity/death insurance cover), the officer will, by virtue of the officer's entitlement to default invalidity/death insurance under regulation 28, in fact hold 3 units of standard invalidity/death insurance (or an equivalent amount of fixed benefit invalidity/death insurance as determined by the Board under regulation 34(3));

- (f) any authorised conditions that applied to the officer's insurance cover under clause 3 immediately before the commencement day will apply to the additional invalidity/death insurance (if any) held by the officer under Part 3.
- (4) Subject to subclause (3), the provisions of Part 3 apply in relation to the insurance entitlements of a transferred visiting medical officer.
- (5) In this clause—

***VMO fixed insurance cover*** means fixed insurance cover provided to visiting medical officers (and not to other members) before the commencement day in accordance with clause 3;

***VMO standard insurance cover*** means standard insurance cover provided to visiting medical officers (and not to other members) before the commencement day in accordance with clause 3.

### **18—Suspension of insurance to continue**

- (1) Subject to subclause (2), if the insurance held by a member to whom this Part applies (other than a member referred to in clause 13(6)) is, immediately before the commencement day, suspended under regulation 35 (as in force immediately before that day), suspension of the insurance will continue on and from that day despite the revocation of that regulation.
- (2) The following provisions apply in relation to insurance suspended under subclause (1):
  - (a) the member may, at any time, by notice in writing to the Board, reinstate the member's suspended insurance;
  - (b) when the insurance ceases to be suspended, the member is entitled (in accordance with regulation 28) to a minimum level of insurance equivalent in value to the member's default insurance cover entitlement;
  - (c) however, insurance benefits are only payable to or in respect of a member (other than a prescribed member) whose employment terminates on account of invalidity or death within 1 year after the member's insurance is reinstated if the invalidity or death is caused by accidental injury.
- (3) Subclause (2) applies even if the member has, on or after the commencement day, ceased to be employed on a casual basis because the member has become a permanent employee.

### **Subdivision 3—Spouse members**

#### **19—Application of Subdivision**

This Subdivision applies to a spouse member of the scheme who was a spouse member immediately before the commencement day.

## **20—Continuation of voluntary invalidity/death insurance held by members before commencement day**

Voluntary death insurance held by a spouse member to whom this Subdivision applies immediately before the commencement day will, subject to Part 3 Division 3, continue to be held by the spouse member as death insurance under that Division (and any authorised conditions that applied to the member's voluntary death insurance immediately before the commencement day will continue to apply).

## **Subdivision 4—Public sector superannuation beneficiaries and their spouses**

### **21—Application of Subdivision**

This Subdivision applies to public sector beneficiaries, and the spouses of public sector beneficiaries, who held insurance under Part 3 Division 4 Subdivision 3 immediately before the commencement day.

### **22—Eligibility for invalidity benefits**

If the employment of a public sector superannuation beneficiary to whom this Subdivision applies who holds invalidity/death insurance under regulation 48 ceases before the commencement day, regulation 48(8) as in force immediately before the commencement day is to apply for the purposes of determining whether the public sector superannuation beneficiary is entitled to invalidity insurance benefits under that regulation.

## **Subdivision 5—Fixed insurance cover**

### **Note—**

New units of fixed insurance cover have not been available since that class of insurance was closed on 13 November 2014.

## **23—Continuation of fixed invalidity/death insurance cover held by members before commencement day**

- (1) Subject to this clause, a member who holds fixed insurance cover immediately before the commencement day will continue to hold that insurance cover.
- (2) When a member who holds fixed insurance cover reaches the age of 65 years—
  - (a) the member's fixed insurance cover will cease; and
  - (b) the member will, if the member is entitled to default invalidity/death insurance under regulation 28, be issued with 3 units of standard invalidity/death insurance cover.

- (3) A member who has fixed insurance cover may not take out standard insurance cover or fixed benefit insurance cover and is not entitled to default invalidity/death insurance except as specified in subclause (2)(b).
- (4) However, the Board may grant an application for standard insurance cover or fixed benefit insurance cover made by a member who has fixed insurance cover if the standard insurance cover or fixed benefit insurance cover does not apply until after the fixed insurance cover has ceased (whether under subclause (2)(a) or (7)(a)).
- (5) For the purposes of this clause, Table 1 of Subdivision 6 applies as follows:
  - (a) the value of a unit of cover is fixed at the amount designated in column 2;
  - (b) the amount of corresponding premium per unit of cover, as designated in column 3, is determined on the basis of the member's age at the time the insurance cover commences.
- (6) The amount of fixed insurance cover held by a member may be reduced on application by the member to the Board in the approved form.
- (7) Fixed insurance cover held by a member may, on application to the Board by the member in the approved form—
  - (a) cease; or
  - (b) subject to terms and conditions determined by the Board, be changed to standard insurance cover or fixed benefit insurance cover.
- (8) Despite subregulations (6) and (7), fixed insurance held by a prescribed member under the age of 65 years—
  - (a) may not be reduced below an amount equivalent in value to 6 units of standard insurance cover; but
  - (b) may cease if the fixed insurance is replaced, on application by the prescribed member, with standard insurance or fixed benefit insurance that is equivalent in value to 6 units of standard insurance cover (or more).
- (9) In this clause—

*fixed insurance cover* has the same meaning as in regulation 34 as in force immediately before the commencement day.

#### **24—Continuation of fixed death insurance cover in limited circumstances (spouse members)**

- (1) Subject to this clause, a spouse member who holds fixed insurance cover immediately before the commencement day will continue to hold that insurance cover.

- (2) When a spouse member who holds fixed insurance cover reaches the age of 65 years, the spouse member's fixed insurance cover will cease (but the spouse member will be eligible to apply for standard or fixed benefit insurance cover).
- (3) A spouse member who has fixed insurance cover may not take out standard insurance cover or fixed benefit insurance cover.
- (4) However, the Board may grant an application for standard insurance cover or fixed benefit insurance cover made by a spouse member who has fixed insurance cover if the standard insurance cover or fixed benefit insurance cover does not apply until after the fixed insurance cover has ceased (whether under subclause (2) or (6)(a)).
- (5) For the purposes of this clause, Table 2 of Subdivision 6 applies as follows:
  - (a) the value of a unit of cover is fixed at the amount designated in column 2;
  - (b) the amount of corresponding premium per unit of cover, as designated in column 3, is determined on the basis of the member's age at the time the insurance cover commences.
- (6) Fixed insurance cover held by a spouse member may, on application to the Board by the spouse member in the approved form—
  - (a) cease; or
  - (b) subject to terms and conditions determined by the Board, be changed to standard insurance cover or fixed benefit insurance cover.
- (7) In this clause—

*fixed insurance cover* has the same meaning as in regulation 42 as in force immediately before the commencement day.

**25—Continuation of fixed invalidity/death insurance (public sector superannuation beneficiaries and their spouses)**

- (1) Subject to this clause, a public sector superannuation beneficiary or the spouse of a beneficiary who holds fixed insurance cover immediately before the commencement day will continue to hold that insurance cover.
- (2) When a public sector superannuation beneficiary or the spouse of a beneficiary who holds fixed insurance cover reaches the age of 65, the fixed insurance cover will cease.
- (3) A public sector superannuation beneficiary or the spouse of a beneficiary who has fixed insurance cover may not take out standard insurance cover or fixed benefit insurance cover.

- (4) However, the Board may grant an application for standard insurance cover or fixed benefit insurance cover made by a public sector superannuation beneficiary or the spouse of a beneficiary who has fixed insurance cover if the standard insurance cover or fixed benefit insurance cover does not apply until after the fixed insurance cover has ceased (whether under subclause (2) or (6)(a)).
- (5) For the purposes of this clause, Tables 1 and 2 of Subdivision 6 apply as follows for the purpose of determining the value of units of fixed insurance cover and the premiums payable in respect of those units:
  - (a) the value of a unit of cover is fixed at the amount designated in column 2 of the relevant table;
  - (b) the amount of corresponding premium per unit of cover, as designated in column 3 of the relevant table, is determined on the basis of the member's age at the time the insurance cover commences.
- (6) Fixed insurance cover held by a public sector superannuation beneficiary or the spouse of a beneficiary may, on application to the Board by the beneficiary or spouse in the approved form—
  - (a) cease; or
  - (b) subject to terms and conditions determined by the Board, be changed to standard insurance cover or fixed benefit insurance cover.
- (7) In this clause—
 

*fixed insurance cover* has—

  - (a) in relation to a public sector superannuation beneficiary—the same meaning as in regulation 34 as in force immediately before the commencement day; and
  - (b) in relation to the spouse of a public sector superannuation beneficiary—the same meaning as in regulation 42 as in force immediately before the commencement day.

**Subdivision 6—Invalidity/death insurance benefits—fixed insurance cover (closed)**

**Table 1—Invalidity/death insurance**

Age last birthday	One unit \$	Cost/week \$
20 and under	75 000	0.80
21	75 000	0.85
22	75 000	0.85
23	75 000	0.90
24	75 000	0.95

**Southern State Superannuation (Insurance) Variation Regulations 2017**  
Variation of *Southern State Superannuation Regulations 2009*—Part 2

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Age last birthday	One unit \$	Cost/week \$
25	75 000	1.00
26	75 000	1.05
27	75 000	1.10
28	75 000	1.15
29	75 000	1.20
30	75 000	1.25
31	75 000	1.30
32	75 000	1.40
33	75 000	1.50
34	75 000	1.60
35	75 000	1.70
36	75 000	1.80
37	75 000	2.00
38	75 000	2.10
39	75 000	2.30
40	75 000	2.40
41	75 000	2.60
42	75 000	2.70
43	75 000	2.90
44	75 000	3.10
45	75 000	3.30
46	75 000	3.50
47	75 000	3.70
48	75 000	3.90
49	75 000	4.10
50	75 000	4.40
51	75 000	4.70
52	75 000	5.10
53	75 000	5.50
54	75 000	6.00
55	75 000	6.50
56	75 000	7.10
57	75 000	7.70
58	75 000	8.40
59	75 000	9.20
60	75 000	10.10

**Southern State Superannuation (Insurance) Variation Regulations 2017**  
 Part 2—Variation of *Southern State Superannuation Regulations 2009*

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Age last birthday	One unit \$	Cost/week \$
61	75 000	11.00
62	75 000	12.00
63	75 000	13.00
64	75 000	14.10
65 or over	0	not applicable

**Table 2—Death insurance**

Age last birthday	One unit \$	Cost/week \$
20 and under	75 000	0.55
21	75 000	0.55
22	75 000	0.55
23	75 000	0.55
24	75 000	0.60
25	75 000	0.60
26	75 000	0.65
27	75 000	0.70
28	75 000	0.75
29	75 000	0.80
30	75 000	0.85
31	75 000	0.90
32	75 000	0.95
33	75 000	1.00
34	75 000	1.10
35	75 000	1.10
36	75 000	1.20
37	75 000	1.30
38	75 000	1.40
39	75 000	1.50
40	75 000	1.60
41	75 000	1.70
42	75 000	1.80
43	75 000	1.90
44	75 000	2.00
45	75 000	2.00
46	75 000	2.20



Age last birthday	One unit \$	Cost/week \$
47	75 000	2.40
48	75 000	2.60
49	75 000	2.80
50	75 000	3.00
51	75 000	3.00
52	75 000	3.50
53	75 000	3.50
54	75 000	4.00
55	75 000	4.50
56	75 000	5.00
57	75 000	5.50
58	75 000	6.00
59	75 000	6.50
60	75 000	7.00
61	75 000	7.50
62	75 000	7.50
63	75 000	8.00
64	75 000	8.00
65 or over	0	not applicable

**Division 3—Income protection**

**26—Members over 60 on commencement day**

- (1) Subject to this clause, a member who has reached the age of 60 years before the commencement day is not entitled to a disability pension under regulation 36 unless the Board grants an application by the member for income protection cover.
- (2) Regulation 37A applies to an application under subclause (1).
- (3) If a member who reached the age of 60 years not more than 30 days before the commencement day (or within such longer period before the commencement day as the Board considers fair in a particular case) applies for income protection under subclause (1), the Board may waive any 1 or more of the requirements of regulation 37A when determining the application and may grant the application without conditions regardless of the state of the member's health.

- (4) If a member to whom subclause (3) applies was, before the commencement day, in receipt of a disability pension that ceased only because of the member having reached the age of 60 years, the disability pension received by the member under regulation 36 at the time that the member reached the age of 60 years will be taken into account for the purposes of regulation 36AAD(2) when determining the duration any pension paid to the member in respect of the same incapacity after the commencement day.

### **27—Contribution replacement benefit**

A contribution replacement benefit is not payable under regulation 36AAB in connection with a disability pension paid—

- (a) to a member who ceased to be engaged in employment to which the Act applies before the commencement day; or
- (b) in respect of incapacity that commenced before the commencement day.

### **28—Waiting period**

Regulation 36AAC(1) to (3) apply for the purposes of determining the applicable waiting period for any disability pension payable in relation to an incapacity for work that commences on or after the commencement day.

### **29—Eligibility for disability pension**

- (1) Regulation 36 as in force on and from the commencement day applies for the purposes of determining a member's eligibility for a disability pension in respect of incapacity for work if the day on which the member is first incapacitated for work as a consequence of the disability occurs on or after the commencement day.
- (2) If the day on which the member is first incapacitated for work as a consequence of the disability occurs before the commencement day, regulation 36(1) as in force immediately before that day applies for the purpose of determining the member's eligibility for a disability pension.

### **30—Conditions of income protection to continue**

If an application under regulation 37(4) of these regulations as in force before the commencement day was accepted by the Board subject to authorised conditions under regulation 37(8), those conditions continue to apply in relation to the member's entitlement to a disability pension on and from the commencement day.

### **31—Notional salary and automatic acceptance limit**

- (1) Regulation 36A(1) and (2) as in force immediately before the commencement day continue to apply in relation to a disability pension to which a member became entitled before that day (and, accordingly, regulation 36A(1) and (2) as inserted or varied by these regulations apply only in relation to a disability pension to which a member becomes entitled after the commencement day).
- (2) Regulation 36A(3) to (9) do not apply in relation to a member to whom this Part applies.
- (3) However, a member to whom this Part applies may, if the member's notional salary exceeds the automatic acceptance limit, by notice in writing in the approved form, elect to reduce the level of the member's income protection cover by having the member's notional salary fixed at the automatic acceptance limit.
- (4) If a member makes an election under subclause (3)—
  - (a) the member's notional salary under regulation 36A will be taken to be fixed at the automatic acceptance limit; and
  - (b) the member's disability pension premium will accordingly be determined on the basis of the fixed amount.
- (5) A member who has made an election under subclause (3) may subsequently apply to the Board for an increase in the level of the member's income protection cover.
- (6) If an application by a member under subclause (5) is approved by the Board—
  - (a) the member's notional salary will be determined under regulation 36A(1) or (2), as appropriate; and
  - (b) regulation 36A(3) to (9) will not apply in relation to the member; and
  - (c) the member's disability pension premium will accordingly be determined on the basis of the member's notional salary.
- (7) Regulation 37A applies to an application under subclause (5).
- (8) If an application under subclause (5) is granted subject to authorised conditions under regulation 37A—
  - (a) any entitlement of the member to a disability pension based on a notional salary set at a level higher than the automatic acceptance limit will be subject to those conditions; and
  - (b) the member's entitlement to a disability pension will continue to be subject to any authorised conditions that applied before the application was granted; and

- (c) if the member has income protection cover under these regulations that the member was not required to apply for, the member will be entitled, without conditions, to a disability pension based on a notional salary fixed at the automatic acceptance limit (or, if there is a later reduction in the member's salary, at a lower level that corresponds to the member's notional salary as determined under regulation 36A(1) and (2)).
- (9) In this regulation—  
*automatic acceptance limit* has the same meaning as in regulation 36A.

### **32—Maximum salary income protection cap**

- (1) Regulation 36B, as in force on and from the commencement day, applies in relation to a member whether the member became a member of the scheme before or after that day.
- (2) However, if, immediately before the commencement day, the notional salary of a member to whom this Part applies exceeded the maximum salary income protection cap (within the meaning of regulation 36B)—
  - (a) the member's notional salary for the purposes of regulation 36A is to be fixed at the level of the member's salary immediately before the commencement day irrespective of any subsequent increase in the member's salary (but any subsequent reduction in the member's salary is to be taken into account in determining the member's notional salary); and
  - (b) the member's disability pension premium will accordingly be determined on the basis of the fixed amount.

### **Made by the Governor**

with the approval of the Treasurer and following consultation with the South Australian Superannuation Board and with the advice and consent of the Executive Council on 19 December 2017

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