

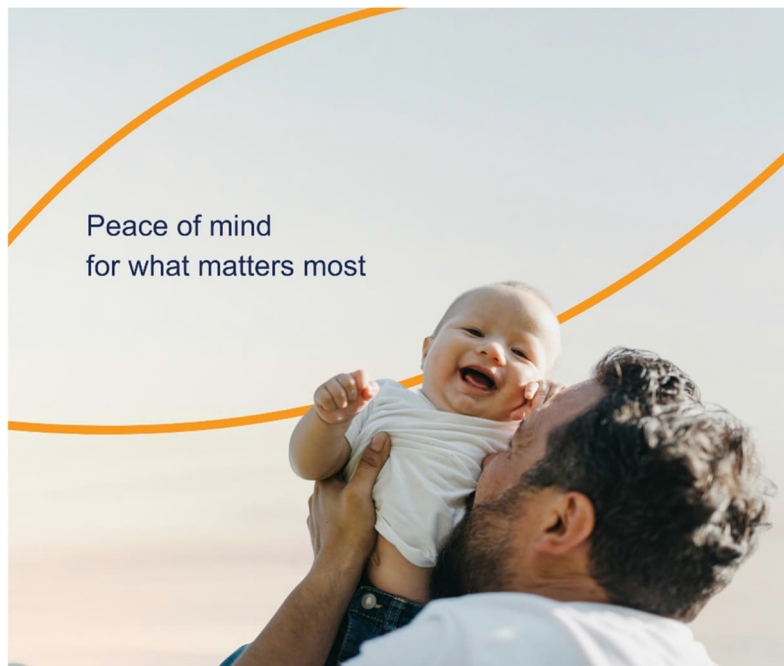


# Australian Air Pilots MBF

## Australian Air Pilots Mutual Benefit Fund

### 2026 Fund Rules

Effective from 1 May 2026  
(Last amended 16 June 2026)



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# Rule 1- Introduction and Definitions

## 1.1. Background

1.1.1. Following difficulties experienced with securing satisfactory rates of coverage through outside commercial interests, the Australian Federation of Air Pilots (AFAP) convention of the 1960s had the foresight to establish a fund to provide Benefits for members of the AFAP who fail to maintain Class 1 Medical Standard and exercise the privileges of their pilot licence. Thus, the Australian Air Pilots Mutual Benefit Fund (the Fund) came into existence, normally controlled by nine (9) Trustees who were members of the AFAP.

1.1.1.1. In 2012 the Trustee made some significant changes to the structure of the benefits and contributions available under these Rules. Subsequent to that change the administration systems have been undergoing regular change as technology has improved significantly and many Member services have become web-based with easy access from personal electronic devices.

1.1.1.2. In 2025 the Trustee embarked on a significant upgrade of the technology and administrative capacity to manage the Fund. This has been coincidental with a change to streamline the product and to introduce higher limits for cover, as well as new benefits. In order to facilitate those changes, the following TRANSITION Rule 1.1.7 has been included to allow the transfer of Members terms and conditions and the early implementation of the 1 May 2026 changes in line with the earlier availability of the technology.

1.1.1.3. In March 2026 the Trustee made an assessment there is a risk the 1 May 2026 Rules may not be able to be implemented early and in fact there is a risk of delay due to the unavailability of membership technology systems. This Rule provides for the TRANSITION in the event that the membership technology is not available until after 1 May 2026.

References to the early implementation provisions of Rules 1.1.8 will be removed after a three-year period following implementation, review and assessment.

1.1.2. Fund membership is confined to Financial Members of AFAP who earn their livelihoods in the capacity of air pilots.

1.1.3. Membership coverage may be retained up to age sixty-five (65) if so desired.

1.1.4. The Fund must balance benefit against risk. Therefore, to optimise Benefits, it is advantageous that eligible pilots join the Fund as early as possible in their career. This supports the activities of the Fund in supporting pilots but also manages the increased Contributions cost via age-based risk loadings that are borne by individual Members who join later in their career journey.

1.1.5. It is necessary, in the interests of balancing risk, that a Member should maintain their membership throughout their aviation career, even during periods of unemployment as a pilot. Periods of time without membership increase the risk to the individual Member. It may change available Contributions and Benefits depending on the timing of the assessment as a Member Applicant. It will require an assessment of all medical history and evidence at the time of resuming membership which may give rise to Limited Cover or Zero Cover for Aeromedical Significant Event / Condition that may have developed during any period of absence. It may also impose additional requirements for the assessment of discretionary Refund of Contributions.

1.1.6. Application for membership of the Fund should be made as prescribed by the Fund.

### 1.1.7. **Transition arrangements**

- 1.1.7.1. Members at the date of implementation of these Rules effective 1 May 2026, will be given a Nominated Capital Benefit (NCB) equal to the entitlement to their capital benefits cover based on the Rules which applied the day before the implementation and an entitlement to a Death Benefit based on years of membership calculated in accordance with Rule 9.3.
- 1.1.7.2. Any restriction whether Limited Cover and/or Zero Cover applied to all or part of a Member's cover in accordance with Rule 6 which applied immediately prior to implementation will be automatically applied to the equivalent level of cover under the NCB.

### 1.1.8. **Implementation date**

- 1.1.8.1. The Trustee must give at least 28 days' notice to all Members, in writing by electronic means, that the Rules included in this Fund Rules are to become effective from a specified implementation date if this date is before 1 May 2026.
- 1.1.8.2. If the Trustee does not give all Members notice of a specified implementation date, then the effective date of these Rules shall remain as 1 May 2026.
- 1.1.8.3. In the event of the Trustee giving notice of a specified implementation date which occurs before 1 May 2026, then at the end of the notice period all of the Rules in this Fund Rules document become effective from that date.
- 1.1.8.4. The specified implementation date shall be inserted in the opening page of the Rules and all the Rules will become effective from that date, including the following transitional protections for Members;
  - 1.1.8.4.1. Any existing Members at the specified implementation date will retain the aggregate level of cover they hold which will become Nominated Capital Benefit (NCB) including maintaining any Benefit limitations on all or part of their cover. If the Member makes a change to their cover from implementation date, or 1 May 2026 whichever is earlier, the provisions of Rule 4 will apply for changes to cover.
  - 1.1.8.4.2. Any contributions paid by an existing Member or on behalf of an existing Member for a period after the specified implementation date will be given full credit for the cover they held at the specified implementation date under the contribution rates effective 1 May 2025 for any period up to 30 April 2026.
  - 1.1.8.4.3. Only new applicants wishing to become Members from or after the specified implementation date, or existing Members wishing to increase cover from that date, will be subject to the contributions and benefits scale in these Rules, for the increased amount.
  - 1.1.8.4.4. Such contributions under the contributions and benefits scale will be applied for the increased amount for a pro-rata period from the date of application or date of increase in cover until 30 April 2026.
  - 1.1.8.4.5. In the event of the Trustee exercising a specified implementation date which is before 1 May 2026 then any existing Member who is subject to terms and conditions in the

Rules dated 1 May 2025 shall retain those terms and conditions until 1 May 2026 on the basis that they should not be worse off than the 1 May 2025 Rules would provide.

- 1.1.8.4.6. In the event of the Trustee exercising a specified implementation date in accordance with this Rule 1.1.8 which causes the provisions of these Rules to come into conflict with any prior Rules, whether for membership, contributions or claims the Trustee shall make such arrangements, or take such actions, which resolve the conflicts after taking into account the balanced interests of the Members and the Fund.

#### 1.1.9. **Delayed availability of technology systems and administration**

- 1.1.9.1. In the event that the technology systems are not available to be implemented on 1 May 2026, the Trustee will advise all Members and persons wishing to become Members of a delay date for the commencement of Renewals, such date to be no later than 30 June 2026.
- 1.1.9.2. When the technology systems become available each Member will receive an invitation to log into the technology systems and commence a Renewal of their annual Membership cover and update all other personal details available for Membership self-service.
- 1.1.9.3. Advice to each Member will include the details of the level of NCB cover they have automatically been given effective 1 May 2026 and the maximum level of cover the Member may choose under NCB and associated cost of cover. Increases in cover will require a health declaration in accordance with the Rules and, if accepted by the Trustee during the Renewal period, cover will commence from 1 May 2026.
- 1.1.9.4. As a consequence of any delay in the implementation of the technology systems and the associated delay in Members receiving an invitation for the commencement of Renewals, the Trustee will extend the closure date for the Renewal period in Rule 3.2 by at least the same amount of time as the delayed availability of the technology systems.
- 1.1.9.5. All increases in cover outside the Renewals period will commence from the date of compliance with the Rules for Increases in Cover.
- 1.1.10. If the Trustee does not give all Members notice of a specified implementation date, then the effective date of these Rules shall remain as 1 May 2026.

## **1.2. General**

### **1.2.1. Name:**

The name of the Fund shall be the Australian Air Pilots Mutual Benefit Fund, also referred to in these Rules as “the Fund”.

### **1.2.2. Objects:**

1.2.2.1. The object of the Fund is to provide financial assistance to any of its Members whose earning capacity as a pilot has ceased due to Suspension or Cancellation of their Class 1 Medical Certificate.

1.2.2.2. Foreign Equivalent medical certificates may be accepted by the Trustee; however, the Suspension or Cancellation of such certificates shall need to be tested against the Class 1 Medical Standard.

1.2.3. Permanent Loss or Permanently Lost (as defined in these Rules), are not terms or positions used by CASA when assessing medical certification. Instead, the Trustee must arrive at an assessment of Permanently Lost using the Fund Rules and the guidance of relevant medical professionals of the Fund’s choosing and the medical certification requirement of the Regulations.

### **1.2.4. Non-Profit Fund:**

1.2.4.1. The Fund shall comprise Contributions made by its Members for the mutual benefit of all Members and their dependents and shall be non-profit making.

1.2.4.2. Its membership shall be voluntary and open to pilots who wish to become Members and are willing to abide by all eligibility requirements in accordance with these Rules. Eligibility criteria must be maintained at all times and the Trustee reserves the right to not support an application for membership at its sole and absolute discretion.

1.2.4.3. All assets and accumulated funds of the Fund shall belong to the Members and shall be held and dealt with as provided in these Rules.

### **1.2.5. Application of the Rules:**

1.2.5.1. The Trustee shall, in examining a Member’s claim for Benefits, apply the Rules in effect at the time of the relevant Date of Onset.

1.2.5.2. The Rules of the Fund are amended from time to time and the Rules in force at the time of any event will be the relevant Rules to be applied, whether joining as a Member, making changes in Membership or cover, becoming a Claimant, ceasing to be a Member, or any other event or transaction between Member and the Fund.

### **1.2.6. Slip Rule:**

1.2.6.1. The Trustee may, without following the usual procedure for amendment of Fund Rules in accordance with Rule 12.19, amend the Fund Rules only to the extent it corrects a clerical / administrative error or an error arising from an accidental slip or omission.

1.2.6.2. The Trustee will provide Notice to Members in the event changes to the Fund Rules are made, in accordance with this Rule and at all times maintain an up-to-date version of the Fund Rules on the Fund’s website.

### 1.3. Definitions

#### **Aeromedical(Iy) Significant Event / Condition (also known as “ASE/C”):**

Means any condition that might reasonably be expected to result in the Cancellation or Suspension of a Class 1 Medical Certificate.

#### **AFAP:**

Means the Australian Federation of Air Pilots.

#### **Australian Federation of Air Pilots Rules (also known as “AFAP Rules”):**

Means The Australian Federation of Air Pilots Rules effective 7 February 2024 (or any subsequent iterations).

#### **Annual Membership Renewal:**

Means the full completion of all administrative steps (including payment of Contributions or evidence of a bulk billing guarantee) as required by the Fund Rules for the renewal of individual membership of the Fund.

#### **Benefit(s):**

Means a payment to a Member made in accordance with Rule 7, 8 and 9 but does not include a Refund of Contributions in accordance with Rule 3.7.

#### **Beneficiary:**

Means the person or persons nominated by the Member at the time of joining the Fund or as updated by the Member to receive a share of a Death Benefit.

#### **Cancellation:**

Means the action of CASA (or a CASA delegate) indicating to the pilot that they must not exercise the privileges of their pilot licence as they fail to meet the Class 1 Medical Standard. Such Cancellation will remain in place until the pilot is again able to meet the Class 1 Medical Standard and CASA (or a CASA delegate) removes the Cancellation of the Class 1 Medical Certificate.

#### **Capital Benefit Balance:**

Means the amount calculated from the NCB for which the Member has contributed at the Date of Onset, less the total of the Monthly Benefits already paid (for any current or previous claim for Monthly Benefits for any ASE/C by the Member, at any time during any period of membership, continuous or otherwise),

#### **CASA:**

Means the Civil Aviation Safety Authority or such other body appointed by legislation to regulate civil aviation in Australia.

#### **CASR:**

Means the Civil Aviation Safety Regulations 1998 (Cth).

#### **Claimant:**

Means:

- A Member; or
- A Provisional Member

Who has made a notification to the Trustee of an ASE/C and made an application for Benefits.

**Class 1 Medical Certificate:**

Means the certificate issued in accordance with the CASR in respect of a pilot meeting Class 1 Medical Standard.

**Class 1 Medical - Foreign Equivalent (also known as “Foreign Equivalent”):**

Means a Class 1 Medical Certificate issued by a competent signatory country of the Convention of International Civil Aviation, also known as the Chicago Convention.

**Class 1 Medical Standard:**

Means the medical standard set in accordance with the CASR in respect of a pilot holding a Class 1 Medical Certificate.

For the avoidance of doubt, any mention of Class of Medical / Class 1 within these Rules will only refer to the standards required for the holding of a Class 1 Aviation Medical as issued by CASA.

**Contribution(s):**

Means the annual amount payable (including GST) whether by Member and/or bulk billed employer as set out in the Contributions and Benefits Scale (Rule 3 Appendix A).

**Date of Commencement of Monthly Benefit(s):**

Means the date upon which the Member is entitled to commence receiving Monthly Benefits as defined in Rule 7.

**Date of Onset (Onset of ASE/C) – (previously known as “Date of Disability”):**

Is the date of onset or occurrence of an ASE/C and that is:

- stated by the Member;
- supported by medical practitioners and/or specialists; and
- accepted by the Trustee as the date the onset commenced.

Where it is unclear, or there is a dispute regarding the Date of Onset, the Trustee will investigate and review any relevant medical information and/or the change in status of a Class 1 Medical and its privileges. It may undertake any necessary workplace and legal enquiries to establish, at its discretion and acting reasonably, a date to give effect to any claim for Benefits under these Rules.

**Death Benefit:**

Means where the entitlement is due to death, a sum as the Trustee may decide from time to time but in any event such sum shall not exceed \$400,000 and will be paid in addition to the Capital Benefit Balance.

**Dependency Disorder(s):**

Means a disorder diagnosed by a recognised addiction medicine specialist.

**Dispute Resolution Policy:**

The procedure set by the Fund for resolving a dispute between the Fund and Member.

**Employer Allowance:**

Means the annual loss of licence allowance amount as confirmed by the employer.

**Financial Member(s) of AFAP:**

Means a Life Member or Financial Member of the AFAP including:

- a Full Member, or
- an Overseas Member, or
- an Unemployed Member.

In accordance with the definitions set out in the current AFAP Rules.

**(the) Fund:**

Means the entity established by the AFAP and its members known as the Australian Air Pilots Mutual Benefit Fund.

**Fund Medical Adviser(s) (also known as “FMA(s)”):**

Means the medical practitioners that the Trustee consults and includes but is not limited to general practitioners with designated aviation medical examiner (DAME) qualifications and/or specialists in the medical discipline relevant to a particular claim.

**Fund Rules (also known as “Rules”):**

Means this document and all approved appendix and is amended from time to time.

**Fund Year:**

Means the twelve (12) month period from 1 May to 30 April next succeeding.

**Limited Cover (formerly “Exclusion of Liability (Exclusion)”):**

Means Limited Cover (reduced Benefits) amount for an identified ASE/C and calculated as a percentage of Benefits in accordance with Rules 7 and 8.

**Member:**

Means a person who meets the conditions of membership of the Fund under Rule 2 and has been approved by the Trustee, to be a Member but not including Provisional Members.

**Member Applicant / Membership Applicant(s) / Applicant(s):**

Means a person who has made a membership application(s) to the Trustee including a former Member of the Fund who is otherwise ineligible for Reinstatement of Membership under Rule 2.4.

**Monthly Benefit(s) (formerly “Disability Benefits”):**

Means the gross monthly amount to which a Member may become entitled to receive in accordance with Rule 7.

**Monthly Payments Terms and Conditions:**

Means the policies set by the Fund for Members who are approved to pay Contributions by monthly instalments.

**Nominated Capital Benefit (also known as “NCB”):**

Means the Member's nominated capital amount from the Contribution and Benefits Scale for which a Member has contributed for a particular Fund Year or at the time of the Date of Onset.

For the avoidance of doubt, the NCB amount used as the basis for calculating Benefit payments after reductions imposed elsewhere in these Rules, will be the level of cover for which a Member contributed to at the Date of Onset.

**Notice to (the) Member(s):**

Means written communication whether ordinary post, e-mail, electronic messaging, via Members' secure access to the Fund website, or other electronic means of communicating in writing to Members.

**Notification (also known as “Notifying Member”):**

Means a Member, who has notified the Trustee of an ASE/C in accordance with the requirements of these Rules. A Notifying Member is a Claimant for all intents and purposes with regard to Claimant requirements and obligations.

**Notification of an Aeromedical(ly) Significant Event / Condition – (also known as “Notification”):**

Means communication to the Fund in a manner or form prescribed by the Trustee advising that the Member has experienced an ASE/C.

**Objective Medical Diagnosis (Objective Medical Evidence)**

For the purposes of these Rules, this means ASE/Cs that can be supported by clear and consistent diagnostic evidence that has been arrived at using any combination of pathology, screening or imaging that supports any such diagnosis. For instance, the exclusive use of a clinical diagnosis relying on self-reported symptoms or diagnosis by exclusion will not satisfy the requirements for ASE/Cs to present with an Objective Medical Diagnosis.

**Permanent Loss or Permanently Lost (Permanently):**

Means a Member has completely satisfied all of the following conditions for permanent failure to meet Medical Standard 1 and Permanent Loss of their Class 1 Medical Certificate:

- The refusal by CASA to grant a Class 1 Medical Certificate under Part 67 of the CASR and as amended;
- The Member has exhausted all reasonable and medically indicated interventions, procedures, medications and treatment plans whereby there is no other medical treatment available for which the Member could reasonably undertake to regain their Class 1 Medical Certificate;
- The Trustee may at its sole and absolute discretion, conclude that the Member is unlikely to ever regain a Class 1 Medical Certificate.

**Piloting Activities:**

Means activities that require the Member to hold a commercial pilot licence or higher and a Class 1 Medical Certificate to conduct those duties, or

Activities that rely substantially on the skills and experience gained whilst exercising the privileges of a Class 1 Medical and appropriate grade of pilot licence.

Activities that will be used for the purpose of applying these Rules to calculate Piloting Income.

**Piloting Income:**

Means the annual gross income generated from Piloting Activities and aviation related activities that will be used for the purposes of applying these Rules and will be calculated as follows;

**Employees:**

In the case of employees, the Member's base annual salary derived from Piloting Activities plus any special duties or supervisory allowances the Member would normally receive.

**Contractors:**

In the case of contractors, casual workers, fixed term employees or other Members who do not earn a regular salary, the amount of Piloting Income shall be determined based on the annual gross income from Piloting Activities as disclosed in the most recent income tax return lodged with the ATO or such other evidence as determined by the Trustee.

In both cases for Employees and Contractors, Piloting Income does not include superannuation, travel, overtime, location, allowances of an intermittent or occasional nature, or income derived from other sources.

**Poorly Managed**

Where a claimant has failed to follow the advice of their treating practitioner in complying with recommended treatments, medications, lifestyle modifications and reasonable medical advice and this failure to comply has materially contributed to the continued ability to hold a Class 1 Medical.

**Pre-Existing Medical Condition:**

Means a condition that was in existence, whether diagnosed or not, which in the opinion of a qualified medical practitioner acceptable to the Trustee, existed at any time in the period prior to the date which:

- the person joined the Fund and became a Member; or
- the Member begins contributing for an increased NCB

**Provisional Member(ship) / Provisional Cover:**

Means a member / membership in accordance with Rule 2.5 which meet all eligibility conditions of the Rules. Provisional Cover is subject to Zero Cover for any declared medical conditions. Provisional Membership means the pilot will not be entitled to membership rights, other than coverage for Benefits, until the Trustee has accepted their membership in accordance with Rule 2.

**Refund of Contributions (also known as "ROC"):**

Is a refund of Member Contributions made at the discretion of the Trustee in accordance with Rule 3.7.

**Regulations:**

Means all of the aviation Regulations given power by the Civil Aviation Act 1988 including but not limited to Part 67 of the CASR, relating to the issuing and control of Class 1 Medical Certificates and the Medical Standard 1.

**Specified Duration Monthly Benefit:**

Means a limited duration of Monthly Benefit payments for certain ASE/C as per Rule 7– Appendix A.

**Suspension:**

Means the action of CASA (or a CASA Delegate) indicating to the pilot that they must not exercise the privileges of their pilot licence as they fail to meet the Class 1 Medical Standard and/or any reporting or self-grounding obligation required by the CASRs.

**Trustee(s):**

Means the entity appointed as Trustee under Rule 11 and any subsequent entity appointed in accordance with the conditions for change of Trustee under Rule 12.

**Unemployed Member:**

Means a Member who ceases to be employed as a pilot or ceases to derive their principal income from Piloting Activities who, in the reasonable opinion of the Trustee, is otherwise able to accept employment in the profession of pilot.

**Valid Class 1 Medical Certificate**

Means a Class 1 Medical Certificate, held by a Member, that:

- has not been suspended by CASA or a CASA delegate; or
- is not subject to a 'show cause' advice from CASA or a CASA delegate; or
- is subject to a request for additional evidence prior to the lifting of any suspension of privileges from CASA or a CASA delegate.

**Waiting Period – Capital Benefit (also known as “Capital Waiting Period”):**

Means eighty-four (84) days after the Date of Onset.

**Waiting Period – Monthly Benefit(s) (also known as “Monthly Benefit Waiting Period”):**

Means twenty-eight (28) days after the Date of Onset.

**Zero Cover (formerly “Denial of Liability (Denial)”):**

Means Zero Cover for the ASE/C imposed at the time of first joining or applying for an increase in Benefits. No Benefits whatsoever apply to claims for Benefits for those conditions for which Zero Cover has been applied.

# Rule 2-Membership Eligibility

## 2.1. Types of eligibility

- 2.1.1. The three (3) pathways for membership of the Fund include:
  - 2.1.1.1. Member Applicants – Rule 2.2
  - 2.1.1.2. Members and renewing Members – Rule 2.3
  - 2.1.1.3. Reinstatement – reinstated membership – Rule 2.4
- 2.1.2. Member Applicants who have not been Members previously or former Members who cannot satisfy the requirements of reinstatement under Rule 2.4, shall be assessed for eligibility under Rule 2.2.
- 2.1.3. Only existing Members can be assessed as eligible for assessment under Rule 2.3.
- 2.1.4. Only those persons meeting eligibility for reinstatement under Rule 2.4 shall be assessed for reinstatement. Former Members who cannot meet the requirements of Rule 2.4 shall be required to meet all the requirements of Rule 2.2 as if they were an Member Applicant.
- 2.1.5. In addition to meeting the applicable conditions of Rule 2, Member Applicants must meet the conditions of Rule 3 for payment of Contributions.
- 2.1.6. Member Applicants will be given Provisional Cover in accordance with Rule 2.5.
- 2.1.7. Applications for all types of membership shall be in the form as prescribed by the Trustee.

## 2.2. Member applicants

- 2.2.1. Persons who meet all of the below eligibility criteria, may make an application to join the Fund. Such an application is subject to approval by the Trustee, who may elect to reject or accept with or without imposing additional conditions / criteria at the sole and absolute discretion of the Trustee.
- 2.2.2. At the time of making application for membership of the Fund, a Member Applicant must:
  - 2.2.2.1. hold a commercial pilot licence or higher;
  - 2.2.2.2. hold a Valid Class 1 Medical Certificate issued by CASA;
  - 2.2.2.3. be aged less than fifty-six (56) years;
  - 2.2.2.4. be an AFAP Full Member in accordance with AFAP Rules which were in place on the 7<sup>th</sup> February 2024 or such AFAP replacement membership eligibility rule agreed to and accepted by the Trustee in its sole and absolute discretion. In establishing compliance with this Rule and eligibility for fund membership, evidence of AFAP membership must be made available by the Member to the Trustee on request.
  - 2.2.2.5. derive their principal source of income from Piloting Activities; and
  - 2.2.2.6. have their application for membership approved by the Trustee in its sole and absolute discretion.

- 2.2.2.7. Member Applicants, whether new or returning, shall be limited to the Benefits for their age group as set out in the Contribution and Benefits Scale contained in Rule 3 Appendix A.
- 2.2.2.8. Acceptance of an Initial Member Applicant may be subject to Limited Cover and/or Zero Cover as per Rule 6.

### **2.3. Members – including renewing Members and Unemployed Members**

2.3.1. Existing membership, membership renewal and the right to receive Benefits paid out of the assets of the Fund, is subject to the Membership Applicant or Member meeting the following requirements:

- 2.3.1.1. continue to be Financial Members of AFAP; and
- 2.3.1.2. continue to hold a Valid Class 1 Medical Certificate or have moved to a Foreign Equivalent (except for Members who have notified the Fund of an ASE/C in accordance with Rule 5); and
- 2.3.1.3. derive their principal source of income from Piloting Activities (except for Unemployed Members in accordance with these Rules and the time limitations imposed by Rule 10.3).

### **2.4. Reinstatement(s) – reinstated membership**

2.4.1. Reinstatement applications must meet the Member Applicants eligibility criteria as per Rule 2.2 excepting Rule 2.2.2.3.

2.4.2. Where a former Member applies to the Fund in circumstances where they:

- 2.4.2.1. had previously been a Member of the Fund for not less than five (5) years continuously; and
- 2.4.2.2. had been absent from the Fund membership for no more than six (6) years preceding the date of their reinstatement application,

the Trustee may reinstate the former Member. The former Member will be entitled to reinstatement at the Contributions and Benefits that were current at the time of their most recent membership of the Fund, but no more than the maximum Benefit for the Member's age at the date of reinstatement.

2.4.2.3. Reinstated former Members who do not hold the maximum Benefit amount for their age at the date of reinstatement may, if eligible, apply for an increased Benefit amount in accordance with Rule 4.

2.4.2.4. The Trustee may apply this exception to a Member once only.

2.4.3. A pilot cannot become reinstated as a Member if they were previously a Member and:

- 2.4.3.1. were paid any Benefits to which they were entitled due to a loss of their Class 1 Medical Certificate; or
- 2.4.3.2. were paid any Refund of Contributions in accordance with the Rules.

- 2.4.3.3. Notwithstanding Rules 2.4.3.1 and 2.4.3.2, and at the sole and absolute discretion of the Trustee's acceptance, the reinstatement applicant must satisfy all of the other eligibility requirements of Rule 2.4 and repay all monies received in this manner to the Fund in order to be reinstated.

## **2.5. Provisional Membership / Provisional Cover**

- 2.5.1. Member Applicants shall be given Provisional Cover for Benefits, with Zero Cover on any declared medical conditions and during the period of Provisional Cover any eligible Benefits considered under Rules 8 and 9, will be limited to 50% of the amount that the Member Applicant would otherwise be eligible as an approved Member, provided the application is not rejected under any of the following Rules, wherein the relevant Rule will apply.
- 2.5.2. Provisional Cover will commence from date of processing the application, provided all applicable conditions of Rule 2 are met and remain in place until such time that the application for membership is considered by the Trustee; where the application may be approved, with or without conditions; or the application may be rejected in accordance with Rule 2.5.4. and no cover will apply for the Provisional Cover period.
- 2.5.3. An application for Provisional Cover will be rejected where any of the requirements of Rule 2 are not met or are incomplete. A Member Applicant will have no cover until all the relevant conditions of Rule 2 are met.
- 2.5.4. Where there is insufficient evidence to satisfy the Trustee of a Provisional Member's eligibility and/or where the facts of any declared conditions are unclear or incomplete, the Trustee may refuse to allow the Provisional Member to become a Member. If the Trustee does not allow full membership pursuant to this clause, the Trustee will refund any contributions made by the Provisional Member and the Trustee will not be liable for payment of any Benefits to the Provisional Member for any claims made from the date of lodgement of the membership application to the date of the decision of the Trustee.
- 2.5.5. In the event that medical data requested by the Trustee is not received by the second Board meeting following the application, the Trustee may:
- 2.5.5.1. accept the membership with a Limited Cover and/or Zero Cover on any declared medical condition(s), or
- 2.5.5.2. reject the application and provide a refund of any Contributions paid.

## **2.6. Claimant – full Capital Benefit entitlement**

- 2.6.1. A Claimant whose current membership duration is less than 24 months, exclusive of any period of Provisional Membership, shall only be eligible for a portion of the Capital Benefit Balance, being:
- 2.6.1.1. Membership up to 12 months post the approval of Membership by the Trustee - Maximum 50% of the Capital Benefit Balance; or
- 2.6.1.2. Membership greater than 12 months but less than 24 months post the approval of Membership by the Trustee – Maximum 75% of the Capital Benefit Balance.

- 2.6.2. A Member who makes a claim for the Capital Benefit Balance within 24 months of any increase in their NCB shall only be eligible for a portion of the increased component of the Capital Benefit Balance being:
- 2.6.2.1. claims up to 12 months post increase in the NCB – maximum 50% of the increased component of the Capital Benefit Balance; or
  - 2.6.2.2. claims greater than 12 months and up to 24 months post increase in the NCB – maximum 75% of the increased component of the Capital Benefit Balance
- 2.6.3. Notwithstanding Rule 2.6.1 and Rule 2.6.2, where a Claimant (excluding Provisional Membership) becomes eligible for Benefits by way of their death, full payment of any eligible Benefits would be made.
- 2.6.4. Rule 2.6.3 does not apply to claims made for early payment due to a terminal illness under Rule 9.4.

## **2.7. Administrative requirements**

- 2.7.1. All applications for membership or reinstatement shall be made in writing or other approved means, on the application form prescribed by the Trustee.

## **2.8. Class 1 Medical – foreign equivalent**

- 2.8.1. Only Members may operate on a Foreign Equivalent medical certificate.
- 2.8.2. The basis for all Benefit claims shall be the failure to meet the Class 1 Medical Standard only.

## **2.9. Cessation of membership eligibility**

- 2.9.1. Failure to comply with membership eligibility requirements in this Rule 2 will result in automatic cessation of membership in accordance with Rule 10.

# Rule 3-Contributions

## **3.1. Applicant contributions – joining**

- 3.1.1. A Membership Applicant, who makes their application following the commencement of the Fund Year shall be required to make a pro-rata Contribution at the applicable rate for the remainder of the Fund Year calculated at a daily rate from the effective date of application to 30 April next occurring.
- 3.1.2. Contribution rates are calculated according to a Member's age of joining the Fund and their attained age at time of renewal. For Members joining prior to the age of 41, the single scale of contributions expressed as a rate per \$1,000 of NCB cover can be found in Rule 3 Appendix A.
- 3.1.3. Members joining from age 41 up to age 55, will pay a percentage loading. This is calculated per year of joining after age 40 and expressed as a percentage loading on top of the Contribution and Benefits scale found in Rule 3 Appendix A.
- 3.1.4. The number of years after age 40 is calculated on the age of the Member Applicant at date of making application (i.e. from age 41 to age 55) and this number of years is multiplied by the age of joining per year percentage loading to determine an aggregate percentage loading at time of application.
- 3.1.5. The number of years after age 40 will remain fixed during any continuous period of future membership. However, the age of joining per year percentage loading may change in future years, therefore the aggregate percentage loading may change for the Member in future years.
- 3.1.6. This aggregate percentage loading will be applied to the Contribution and Benefits scale in Rule 3 Appendix A for the attained age of the Member at Renewal during any continuous period of future membership.

## **3.2. Member Contributions – annual membership renewal**

- 3.2.1. Contributions to the Fund shall be due and payable immediately upon completion of an Annual Membership Renewal.
- 3.2.2. Members failing to complete their Annual Membership Renewal by May 31<sup>st</sup> or a later date advised by the Trustee, shall be deemed to have allowed their membership to have lapsed effective April 30<sup>th</sup> of the previous Fund Year and shall not be entitled to any Benefit.
- 3.2.3. The Fund will make all reasonable efforts to provide Notice to Members whose cover has ceased to have effect in accordance with this Rule, but it remains solely the responsibility of the Member to maintain membership of the Fund.
- 3.2.4. Where in the opinion of the Trustee, a fair and reasonable explanation has been given for not completing the Annual Membership Renewal, applications may be accepted in the same Fund Year up to June 30<sup>th</sup> without application of the provisions of Rule 3.2.2.

## **3.3. Member Contributions – payment by instalments**

- 3.3.1. The Trustee may provide options for payment of the Contribution amount by instalments throughout the Fund Year.

- 3.3.2. Such arrangements shall normally be utilised where it can be determined by the Trustee as necessary to assist the Member maintaining financial membership of the Fund.
- 3.3.3. Where a Member becomes a Claimant, payment by instalments is no longer available.
- 3.3.4. Any unpaid Contributions amount must be paid in full prior to the commencement of receiving any Benefit for each fund membership year as a Claimant. The Trustee is authorised to deduct any outstanding Contributions from the Benefits to be paid to a Claimant.
- 3.3.5. Members paying their Contributions by monthly instalment must adhere to the Monthly Payments Terms and Conditions.
- 3.3.6. Where a Member experiences difficulty in maintaining payment of instalments on the due date, the Trustee may offer a reduction in the amount of cover in order to reduce the cost and maintain Membership. Such reductions in cover will only be valid if the Member has agreed in writing (including electronically) for the cover to be reduced from the commencement of that Fund Year.
- 3.3.7. In the event of a Member who pays by instalment and wishes to voluntarily resign from the Fund, the date of resignation will be determined as the final day for which payment for cover has been received.
- 3.3.8. When a bulk billed employer has paid the Employer Allowance and the Member fails to pay any outstanding Member portion of the Contributions due, the Trustee will reduce the level of cover in accordance with the Contribution and Benefits Scale (Rule 3 – Appendix A) to match the Contributions received from the date the Members last payment covers. Notice to the Member must be made should such reduction take place.

#### **3.4. Member Contributions – payment by bulk billing agreements**

- 3.4.1. Initial Membership Applicants and renewing Members who are verified as eligible for an Employer Allowance paid by an employer with a bulk billing agreement with the Fund, are considered to have their Contributions paid up to the Employer Allowance portion. Payment of the balance of the Contribution amount is the responsibility of the Member.
- 3.4.2. In the event the bulk billed employer does not pay the Employer Allowance amount, the Member is responsible for paying the Contribution amount in full.

#### **3.5. Periodic review of Contribution rates**

- 3.5.1. The Trustee shall at periods not more than twenty-four (24) months, review the performance of the Fund in providing Member benefits and taking into account projected income and liabilities, and adjust the Contribution and Benefits Scale and age of joining loading percentages as appropriate.
- 3.5.2. The current Contribution and Benefits Scale and age at joining per year percentage after age 40 are attached to these Rules as Rule 3 Appendix A.
- 3.5.3. Rule 3 - Appendix A may be updated in accordance with Rule 3.5.1 and will be published and Notice to the Members will be provided with the Annual Membership Renewal information.

### **3.6. Transitional Rule – significant increase in Contribution rates**

- 3.6.1. By reason of the changes between the Fund Rules effective 1 May 2025 and these Fund Rules there may be Members renewing their membership, who will become liable for significant changes in Contributions for the same level of cover.
- 3.6.2. A significant change is defined as a Member's Contributions being greater than \$250 per annum, or the monthly equivalent at the time of transition to the current Fund Rule. The Trustee may reach other arrangements for those effected by a significant change according to individual circumstances on terms satisfactory to the Trustee.
- 3.6.3. These provisions are only available to existing / renewing Members and available on a 'once only' basis.
- 3.6.4. The provisions of Rule 3.6 will no longer have effect after 31 May 2026.

### **3.7. Refund of Contributions**

- 3.7.1. The Trustee in its sole and absolute discretion may, upon application from a current or former Member, considering the viability of the Fund at the time and in the future, authorise for payment, for a ROC as at the date membership ceases.
- 3.7.2. Only a current or former Member is eligible to apply for a ROC under this Rule.
- 3.7.3. The amount of the payment in Rule 3.7.1 will be equal to the total amount paid by way of Contributions to the Fund by or on behalf of the former Member, from the date of commencement of membership, where that former Member had contributed to the Fund for a period either:
  - 3.7.3.1. continuously for in excess of twenty years (20), or
  - 3.7.3.2. for a total in excess of twenty-five (25) years aggregate for a reinstated Member in accordance with Rule 2.4 or for a former Member returning to the Fund as an Initial Membership Applicant where any break in continuity was not due to:
    - 3.7.3.3. expulsion from the Fund, or
    - 3.7.3.4. expulsion from the AFAP, or
    - 3.7.3.5. rejection of a membership application.
- 3.7.4. Any Benefits paid in respect of the loss of a Class 1 Medical Certificate shall be offset against a ROC.
- 3.7.5. The amount of ROC will be calculated as the value of Contributions paid over eligible previous membership periods, based on the ROC conditions in the 2025 Rules up to implementation date stated as per Rule 1.1.8, and thereafter Contributions to the NCB less GST will be included in ROC calculations.
- 3.7.6. Refunds will be capped at \$75,000.
- 3.7.7. Applications for a ROC must be made within three hundred and sixty-five (365) days of the Member's date of resignation from the Fund.

# Rule 3-Contributions Benefits Scale-Appendix A

Joining up to Age 40 (inc GST)								
Present Age	Max Cover	Rate per \$1,000	Annual Contribution		Present Age	Max Cover	Rate per \$1,000	Annual Contribution
18	\$1,200,000	\$3.15	\$3,780.00		42	\$1,200,000	\$4.35	\$5,220.00
19	\$1,200,000	\$3.15	\$3,780.00		43	\$1,200,000	\$4.40	\$5,280.00
20	\$1,200,000	\$3.15	\$3,780.00		44	\$1,200,000	\$4.45	\$5,340.00
21	\$1,200,000	\$3.15	\$3,780.00		45	\$1,200,000	\$4.50	\$5,400.00
22	\$1,200,000	\$3.15	\$3,780.00		46	\$1,200,000	\$4.65	\$5,580.00
23	\$1,200,000	\$3.15	\$3,780.00		47	\$1,200,000	\$4.80	\$5,760.00
24	\$1,200,000	\$3.15	\$3,780.00		48	\$1,200,000	\$4.95	\$5,940.00
25	\$1,200,000	\$3.15	\$3,780.00		49	\$1,200,000	\$5.20	\$6,240.00
26	\$1,200,000	\$3.15	\$3,780.00		50	\$1,080,000	\$5.50	\$5,940.00
27	\$1,200,000	\$3.20	\$3,840.00		51	\$1,080,000	\$5.80	\$6,264.00
28	\$1,200,000	\$3.20	\$3,840.00		52	\$990,000	\$6.10	\$6,039.00
29	\$1,200,000	\$3.20	\$3,840.00		53	\$930,000	\$6.40	\$5,952.00
30	\$1,200,000	\$3.20	\$3,840.00		54	\$930,000	\$6.70	\$6,231.00
31	\$1,200,000	\$3.35	\$4,020.00		55	\$930,000	\$7.05	\$6,556.50
32	\$1,200,000	\$3.38	\$4,056.00		56	\$850,000	\$7.35	\$6,247.50
33	\$1,200,000	\$3.42	\$4,104.00		57	\$850,000	\$7.70	\$6,545.00
34	\$1,200,000	\$3.45	\$4,140.00		58	\$850,000	\$8.20	\$6,970.00
35	\$1,200,000	\$3.50	\$4,200.00		59	\$730,000	\$8.70	\$6,351.00
36	\$1,200,000	\$3.60	\$4,320.00		60	\$640,000	\$9.30	\$5,952.00
37	\$1,200,000	\$3.65	\$4,380.00		61	\$640,000	\$9.90	\$6,336.00
38	\$1,200,000	\$3.70	\$4,440.00		62	\$580,000	\$10.60	\$6,148.00
39	\$1,200,000	\$3.75	\$4,500.00		63	\$580,000	\$11.30	\$6,554.00
40	\$1,200,000	\$4.00	\$4,800.00		64	\$580,000	\$12.20	\$7,076.00
41	\$1,200,000	\$4.20	\$5,040.00		-	-	-	-

## Joining 41-55 - loading percentage

Applicants who join from age 41 to age 55 will pay a percentage loading of 10.5% for each year of joining after age 40. The loading will be calculated based on their age at joining by multiplying the number of years after age 40 (e.g. joining at age 45 is  $5 \times 10.5\% = 52.50\%$  loading) and applied on top of the rate per \$1,000 above.

## Additional Death Benefit

The lump sum starts at \$150,000 and increases \$10,000 for each year of membership to a maximum of \$400,000. The Death Benefit payable shall not in value exceed the amount of the nominated capital benefit. In the event of death, benefits payable includes the nominated capital benefit and the death benefit assigned to you.

# Rule 4-Members Changing Benefit Amounts

## **4.1. NCB – less than maximum available for age**

- 4.1.1. Members, whose NCB is less than the maximum available for their age, may apply to the Trustee to increase their NCB at the commencement of any Fund Year.
- 4.1.2. Increases to the NCB, will be considered at the sole discretion of the Trustee and on such terms and conditions as they might reasonably impose. The Trustee may at any point, decline any increase in the NCB pursuant to this Rule.
- 4.1.3. Increases in the NCB cannot be made after the attained age of fifty-six (56) except where the maximum NCB rates have been increased by the Trustee across the Membership in accordance with these Rules.

## **4.2. NCB – less than maximum – employer allowance**

- 4.2.1. Members who are employed by a company which provides reimbursement for any part of the required Contribution, may apply to contribute for an increased NCB, if the Member's employer increases the amount of such reimbursement and the Member has not reached the limit of cover for their age at the time of the increase and such increase will be subject to Rule 4.3.

## **4.3. Increases in cover considered 'new' applications**

- 4.3.1. Any increase in a Member's NCB granted as a result of an application in accordance with Rule 4.1, shall, for the purpose of Contribution rates and Benefits, be considered as a new application for the imposition of Limited Cover or Zero Cover for declared and Pre-Existing Medical Conditions as appropriate.
- 4.3.2. The additional cover amount applied for under Rule 4 will be considered as Provisional Cover and subject to the procedure as prescribed in Rule 2.5.
- 4.3.3. Payment of Benefits relating to the increased amount of the NCB will be limited according any Rules applicable to restrictions on increased amounts of cover, whether by time for payment or amount of benefit applicable, including but not limited to Rule 2.6.2.

## **4.4. NCB - minimum benefit amount**

- 4.4.1. The minimum NCB shall be \$100,000.

## **4.5. Trustee to review applications and increases to benefits**

- 4.5.1. All requests for application, membership or increased benefits shall be considered by the Trustee or its approved delegate, at its regular monthly meeting, or any special meeting following the lodgement of such application. Such applications shall be accepted, declined or modified at the discretion of the Trustee on such terms and conditions as they deem appropriate.

## **4.6. Commencement of new benefit amounts**

- 4.6.1. Any application for increased Benefits is subject to Rule 2.5, and Rule 2.6.
- 4.6.2. Acceptance of a request for a new benefit amount may be subject to Limited Cover and/or Zero Cover.

- 4.6.3. Increased benefits shall be subject to meeting all other conditions of Rule 2.5 and approval by the Trustee and if approved, may be backdated to the date the increased Benefits application is made.
- 4.6.4. Commencement of a new Benefit amount will be effective at the new Fund Year subject to the Fund receiving:
  - 4.6.4.1. relevant medical data and supporting medical information requested by the Fund, which has been received, assessed and is available for the Trustee to consider imposition of a Limited Cover and/or Zero Cover,
  - 4.6.4.2. verification by the bulk billed employer confirming the eligibility and Employer Allowance, and/or
  - 4.6.4.3. payment of the applicable Contribution is received by the Fund for the benefit or the increase in benefit by the Member.
- 4.6.5. In the event the employer does not pay the Employer Allowance, the Member is responsible for paying the Contribution in full.
- 4.6.6. In the event that medical data requested by the Trustee is not received by the second Board meeting following the application, the Trustee may:
  - 4.6.6.1. accept the membership with a Limited Cover and/or Zero Cover on any declared medical condition(s), or
  - 4.6.6.2. reject the application and provide a refund of any Contributions paid.

# Rule 5- Notification Of An Aeromedical Significant Event/Condition

## **5.1. Requirement to trustee for the notification of an Aeromedical Significant Event / Condition**

5.1.1. A Member shall provide a Notification in writing or in any other manner prescribed and acceptable to the Trustee within thirty (30) days of the Date of Onset unless the Member is prevented from notifying the Trustee by reason of the ASE/C.

## **5.2. Failure to notify the Trustee**

5.2.1. Any failure to notify the Trustee of the occurrence of the ASE/C (as per Rule 5.1.1) within the thirty (30) day period may result in the rejection of a Member's claim, or the imposition of an additional Capital Waiting Period or Monthly Benefit Waiting Period.

## **5.3. Recurrence of a previously notified aeromedical significant event / condition**

5.3.1. Where a Claimant has suffered a recurrence of, or complications directly caused by the ASE/C within a period of twelve (12) months from the original Date of Onset; the Member will have a maximum of fourteen (14) days to provide a Notification to the Trustee of the recurrence, unless the Member is prevented from notifying the Trustee by reason of the ASE/C.

5.3.2. Any failure to notify the Trustee of the recurrence of the ASE/C (as per Rule 5.3.1) within the fourteen (14) day period may result in the rejection of a Member's claim, or the imposition of a Capital Waiting Period or Monthly Benefit Waiting Period.

## **5.4. Claimant to approve the Fund the right to appeal to the relevant authority**

5.4.1. The Trustee shall, if it so appropriate, at the expense of the Fund, appeal any Suspension or Cancellation in the name of the Claimant and to employ their own legal advisors to conduct such appeal.

5.4.2. The Claimant shall give all possible assistance and information to the Trustee and their legal advisors in and about the preparation for and conduct of any such appeal.

# Rule 6- Restricted Benefits

## 6.1. Pre-Existing Medical Condition

- 6.1.1. The Trustee may impose Limited Cover and/or Zero Cover on all or a part of a Member's NCB for any Pre-Existing Medical Condition.
- 6.1.2. Limited Cover and/or Zero Cover will be imposed by the Trustee, effective from the date of:
  - 6.1.2.1. initially joining the Fund, or
  - 6.1.2.2. the commencement of the Fund Year for the increased benefit amount, or
  - 6.1.2.3. the Member reinstating under Rule 2.4.
- 6.1.3. In applying Rule 6.1.1, the Trustee may consult the FMAs or appropriate medical specialists of the Trustee's choosing, for confirmation of the Pre-Existing Medical Condition, at the earliest practical time.
- 6.1.4. Where a Pre-Existing Medical Condition has previously been established as a risk of an ASE/C, the Trustee may apply the limitations as per Rule 6.1.1 based on the Member Applicant's health declaration.
- 6.1.5. Notwithstanding Rule 6.1.4, a Member may at any time, provide additional supporting information that might assist the Trustee in assessing whether the imposition of any limitation under Rule 6.1.1 can be reviewed. Such a review will include the FMAs and/or any relevant specialist.
- 6.1.6. The Member or Member Applicant shall provide any relevant information to the Trustee and the FMAs and, when requested, authorise the Trustee and the FMAs to consult with any relevant physician or organisation.
- 6.1.7. If, as a result of any disclosure by the Member Applicant or Member, advice from the Member Applicant's or Member's personal physician or specialist is required by the FMAs, the cost associated shall be borne by the Fund.
- 6.1.8. Where Limited Cover is attached to a Member's NCB the Members maximum level of NCB is reduced, the Trustee may not make payments in excess of these amounts where there is a claim directly or arising from any Limited Cover condition.
- 6.1.9. Upon requesting an increase in the NCB, either Limited Cover or Zero Cover for the Pre-Existing Medical Condition may be applied on the increase in the NCB.

## 6.2. Incomplete, false or misleading claims and applications

- 6.2.1. If a Membership Applicant or Claimant:
  - 6.2.1.1. provides false or misleading information in respect of their claim for Benefits or application for membership (including in relation to a Pre-Existing Medical Condition); or

6.2.1.2. conceals or omits material facts relating to a claim for Benefits or application for membership (including the existence of a Pre-Existing Medical Condition),

the Member or Membership Applicant shall not be entitled to any Benefits from the Fund and a Member Applicant shall not be eligible for Membership of the Fund at the discretion of the Trustee. Any existing membership of the Fund will cease with immediate effect, and the Member shall not have any entitlement to a ROC.

6.2.2. Without limiting Rule 6.2.1, if a Member's conduct might reasonably be assessed as having been a genuine error on the Member's behalf, who subsequently makes a fulsome and correct declaration of all matters regarding a Pre-Existing Medical Condition, the Trustee may apply its discretion in exercising the provisions of Rule 6.2.1 and retrospectively apply a Limited Cover and/or Zero Cover for that Pre-Existing Medical Condition.

6.2.3. Where an ASE/C is retrospectively limited in accordance with Rule 6.2.2, the Fund will not be liable to pay any Benefits in respect of the identified aeromedical significant Pre-Existing Medical Condition.

### **6.3. Specified Exclusions - general**

6.3.1. Notwithstanding any other provision in the Rules, the Fund shall not be liable, and the Trustee shall not make payments by way of Benefits to a Claimant where the ASE/C or Member's death is a result of or arising from any of the following:

6.3.1.1. war, whether declared or not, but not because of a Member being killed or injured during legitimate non-military operations outside of recognised war zones;

6.3.1.2. intentional self-injury, suicide or attempted suicide, assault where provoked by the Member, fighting (except in bona fide self-defence);

6.3.1.3. alcohol dependence and/or conditions or injuries arising directly or indirectly from the abuse of alcohol or drugs;

6.3.1.4. injuries or conditions arising from the operation of an aircraft where the Member was under the influence of, or had recently utilised substances including but not limited to:

6.3.1.4.1. any drug, narcotic or other substance excluded from use due to its legal restriction and/or due to its potential aeromedical significance and/or

6.3.1.4.2. prescribed medication that was being inappropriately used by a Member either due to improper dosage, reuse of old prescription medication or having failed to advise CASA of the usage of such medication in accordance with a Member's responsibilities under the Act and/or Regulations.

6.3.1.5. pregnancy and related conditions for the full duration of that pregnancy, including a period of ninety (90) days from the conclusion of the pregnancy. Conditions that persist beyond ninety (90) days from the conclusion of the pregnancy will be assessed for Benefits in accordance with the Rules. Such Benefits are not back dated. Cover for conditions not related to pregnancy including the Members Death Benefit, continues without restriction;

- 6.3.1.6. incurred because of the exposure by the Member to danger, as determined by the Trustee (except to save human life);
- 6.3.1.7. any injury, condition, illness or death suffered while the Member was undertaking or committing a criminal act;
- 6.3.1.8. elective surgery unless:
  - 6.3.1.8.1. required to rectify the consequences of a significant physical trauma event; and/or,
  - 6.3.1.8.2. unless such surgery is medically indicated for the maintenance of a Class 1 Medical Certificate or,
  - 6.3.1.8.3. such conditions which are approved in advance by the Trustee having taken advice from the FMAs and specifically for the maintenance or resumption of the Class 1 Medical Standard.
- 6.3.1.9. Committing an offence or failure to comply with directions given by CASA under the CASR or any other Regulations.

#### **6.4. Specified Conditions ineligible for Capital Benefits**

- 6.4.1. The list of conditions for which Capital Benefit Balance will not be paid can be found as Appendix A to Rule 6.
- 6.4.2. Appendix A of Rule 6 will be reviewed at intervals not exceeding twenty-four (24) months but not more frequently than every twelve (12) months and the Trustee may add, delete, amend conditions as required.
- 6.4.3. Notwithstanding Rule 6.4.2, a condition already included in Rule 6 Appendix A may be updated to reflect a medical reclassification, description or name change at any interval.
- 6.4.4. The review process will be completed in any review year to ensure that the revised Appendix will be available to all Members prior to the commencement of the subsequent Fund Year.
- 6.4.5. The review process will be led by the Trustee and the FMAs. It will reflect a consensus of the Trustee and those experts in determining those conditions that should be excluded for the assessment of Benefit payments. Such a review will be completed considering changes in diagnostic capabilities, improved medical interventions and the 'best practice' in managing complex health conditions. It will also balance the best interests of Members and the ongoing financial viability of the Fund.

#### **6.5. Third-party claim liability and 'top-up' payments**

- 6.5.1. Subject to Rule 6.5.4, the Fund shall not be liable to make payment of Benefits to a Claimant where the Claimant's Class 1 Medical Certificate has been suspended or Permanently Lost for any disability in respect of which, in the Trustee's reasonable opinion, the Claimant either is currently or would be entitled to receive any periodical payments. These include, but not limited to workers' compensation, transport or other accident compensation, employer periodical payments (including 'make up payments'), state / federal legislation, or public or other liability claims except those payments made under Rule 6.5.4.

- 6.5.2. Noting the limitations of Rule 7.10 and Rule 8.2, and notwithstanding Rule 6.5.1, a Claimant may request an assessment for payment of the Capital Benefit Balance at any time. If the Capital Benefit Balance is approved in accordance with Rule 8, the Capital Benefit Balance is preserved but any payment would only be made once the liability by a third-party has been fully extinguished. The MBF does not offset capital sums received from other providers.
- 6.5.3. Before a Claimant is eligible to receive an amount under Rule 6.5.4, the Claimant will make available to the Fund, an authority to access and review all matters under consideration by the third-party including but not limited to all claim information, financial information, and medical information relevant to the ASE/C so far as it relates to a claim by the Claimant.
- 6.5.4. Where the Claimant provides evidence that the aggregate payment amount received per month from the third-party or employer, (as per Rule 6.5.1) is less than the Claimants' maximum rate of Monthly Benefits under Rule 7, a Claimant may be eligible for a partial payment for the difference between the Claimants' maximum rate of Monthly Benefits under Rule 7.
- 6.5.5. All other obligations on the Claimant under the Rules apply for any amount received from the Fund.
- 6.5.6. The Claimant must not receive combined payments from the Fund and from the third-party that would exceed the Monthly Benefits the Claimant would otherwise be entitled under Rule 7.
- 6.5.7. In discharging its obligations under the Rules, the Fund will not be liable for the cost of separate legal or financial advice for a Claimant in receipt of third-party payments and Claimant must take steps to fully understand their obligations under any separate arrangement with a third-party.
- 6.5.8. Notwithstanding Rule 10.2.1.3 which would preclude the Claimant from making a claim for the Capital Benefit Balance before the third-party liability has ceased, the Claimant shall be entitled to make a claim for the Capital Benefit Balance before they reach age sixty-five (65).

# Rule 6-Restricted Benefits

## Appendix A

### Excluded conditions

These conditions are ineligible for Capital Benefit Balance. Refer to Rule 7 for Monthly Benefits which may apply.

Conditions	Notes
<b>Aerotoxic Syndrome</b>	
<b>Short and Long Term Complications and Disorders associated with:</b> <ul style="list-style-type: none"> <li>• Alcohol misuse</li> <li>• Substance Abuse</li> <li>• Smoking / Vaping</li> </ul>	
<b>All Mental Health Conditions excepting:</b> <ul style="list-style-type: none"> <li>• Bipolar Disorder</li> <li>• Schizophrenia</li> </ul>	
<b>Chronic Fatigue Syndrome including:</b> <ul style="list-style-type: none"> <li>• Long COVID</li> <li>• Myalgic encephalomyelitis</li> <li>• Post Glandular Fever Syndrome</li> <li>• Post Infectious Fatigue Syndrome</li> <li>• Post Lyme Disease</li> <li>• Post Viral Syndrome</li> </ul>	
<b>Colour Vision Deficiency</b>	
<b>Gastrointestinal Conditions:</b> <ul style="list-style-type: none"> <li>• Chronic Diarrhoea</li> <li>• Gastro Oesophageal Reflux Disease</li> <li>• Irritable Bowel Disorder</li> <li>• Somatization Disorder</li> </ul>	
<b>Neurological Disorders:</b> <ul style="list-style-type: none"> <li>• Altered Awareness</li> <li>• Amnesia including Transient Global Amnesia</li> <li>• Aura Disorder with or without Headache</li> <li>• Blackouts</li> <li>• Cataplexy</li> <li>• Cavernous Hemangioma – Asymptomatic</li> <li>• Narcolepsy</li> <li>• Psychological or Conversion Disorder</li> <li>• Seizure Disorder</li> </ul>	

<b>Pain:</b> <ul style="list-style-type: none"> <li>• Chronic Headache</li> <li>• Fibromyalgia</li> <li>• Migraines (all types)</li> <li>• Post-Surgical Pain (including after Hernia Repair)</li> <li>• Post Traumatic Chronic Headache or Migraine</li> <li>• Somatization Disorder</li> </ul>	
<b>Poorly Managed Hypo / Hyperglycaemia</b>	
<b>Obstructive Sleep Apnoea</b>	
<b>Vestibular and Balance Disorders including:</b> <ul style="list-style-type: none"> <li>• Benign Paroxysmal Position Vertigo (BPPV)</li> <li>• Dizziness</li> <li>• Endolymphatic Hydrops</li> <li>• Labyrinthitis</li> <li>• Meniere's Disease</li> <li>• Post Traumatic Vertigo</li> <li>• Vestibular Neuritis</li> </ul>	

# Rule 7-Monthly Benefits

## 7.1. Conditions of payment – administration

- 7.1.1. Where an ASE/C results in the Suspension or Cancellation of a Member's Class 1 Medical Certificate or Foreign Equivalent whereby such Suspension or Cancellation is tested against the Medical Standard 1, a Claimant may receive Monthly Benefits subject to this Rule.
- 7.1.2. The Trustee shall only make Monthly Benefit payments for an ASE/C, which can be supported by an objective medical diagnosis.
- 7.1.3. The Trustee shall not make payment of Monthly Benefits where the facts of the claim are incomplete or in doubt for any reason whatsoever.
- 7.1.4. The Trustee shall not make payment of Monthly Benefits where there are reasonable grounds for the Trustee to believe that the Claimant is withholding or concealing knowledge of:
  - 7.1.4.1. medical reports (whether in the Claimant's possession or not); or
  - 7.1.4.2. material facts or knowledge relevant to the Claimant's claim.
- 7.1.5. The making of one (1) or more Monthly Benefit payments is not an acceptance of liability by the Fund if material facts relating to the claim are subsequently discovered.
- 7.1.6. If the Trustee is not satisfied that a Claimant is complying with their obligations under this Rule, the Trustee shall at its discretion suspend all future payments to the Claimant from the Fund, unless and until the Trustee is satisfied that the Claimant is complying with this Rule.

## 7.2. Conditions of payment – Personal Activity Report (PAR)

- 7.2.1. When it has been determined as necessary by the Trustee, a Claimant, must make available to the Fund, a personal activity report every month or other longer interval as directed by the Trustee, which should include (as applicable to the relevant ASE/C):
  - 7.2.1.1. a declaration of completed and upcoming medical appointments / procedures;
  - 7.2.1.2. all reports from any treating physician related to the Claimants declared condition;
  - 7.2.1.3. details of any lifestyle intervention, diet, exercise etc. that is relevant to the Claimants declared condition;
  - 7.2.1.4. completion of any activities that are required for compliance with the treatment plan and guidance as to the likely conclusion / timeframe of the declared condition;
  - 7.2.1.5. any other matter that the Claimant or Trustee assesses as being relevant to establishing the Claimant's obligations under Rule 7.10; and

- 7.2.1.6. any other declarations or information sought by the Trustee or FMAs for the purposes of assessing the Claimant's requirement to be taking all reasonable steps to meet the Medical Standard 1 and regain the Class 1 Medical Certificate.

### **7.3. Rates of Monthly Benefit payments**

- 7.3.1. Monthly Benefit payments shall be capped at a gross payment of \$15,000 per month but shall not be more than one twelfth of a Claimant's annual Piloting Income at the Date of Onset.
- 7.3.2. Notwithstanding Rule 7.3.1, Monthly Benefit payments for Unemployed Members and Contractors will be capped at a maximum gross payment of \$10,000 per month.
- 7.3.3. Notwithstanding Rule 7.3.1, Monthly Benefit payments shall not be less than a gross payment of \$10,000 per month.
- 7.3.4. All Monthly Benefit payments will be paid for a maximum of twenty-four (24) months unless otherwise restricted in duration in accordance with the conditions and durations within Rule 7 – Appendix A. This restriction also applies to Claimant's in receipt of Monthly Benefit payments as an Unemployed Member.
- 7.3.5. Evidence of Piloting Income will be required at the time of claim.

### **7.4. Commencement of Monthly Benefits**

- 7.4.1. Payment of Monthly Benefits shall commence at the latter of any of the following events:
  - 7.4.1.1. the completion of the Monthly Benefit Waiting Period; or
  - 7.4.1.2. the Claimant having exhausted all their personal / sick leave; or including exhausting any additional personal leave that the Member has by way of arrangements with their employer, whether under an industrial agreement or not and including, but not limited to, access to personal leave from a pilot pool or other employment terms and conditions; and
  - 7.4.1.3. the Trustee having completed any investigation into or assessment of the Claimant's claim for Benefits.
- 7.4.2. For the avoidance of doubt, the Trustee will commence payments for approved Monthly Benefits immediately after the first Trustee Board meeting occurring after the latter of the events specified in Rule 7.4.1.1 or 7.4.1.2 subject to the receipt of relevant payment documentation.
- 7.4.3. The Trustee is not liable to and will not make any back payments for any periods occurring prior to the Trustee's decision to approve the payment of Monthly Benefits.
- 7.4.4. Once the Claimant has become eligible and received at least one (1) Monthly Benefit payment, the Claimant may make application to the Fund to receive up to two (2) Monthly Benefit payments in advance. These amounts would be calculated in the normal manner under Rule 7 and would only be considered at the sole and absolute discretion of the Trustee. In considering such payments in advance the Trustee will consider:

- 7.4.4.1. supporting a Claimant in regaining their Class 1 Medical Certificate and returning to work sooner; and
  - 7.4.4.2. advice from the FMAs regarding the efficacy and appropriateness of any treatment plan in supporting a Claimant in regaining their Class 1 Medical Certificate.
- 7.4.5. Rule 7.4.4 does not modify the number of Monthly Benefit payments. The limitations regarding the maximum number of Monthly Benefit payments for those identified conditions, continue to apply in accordance with these Rules.

## **7.5. Medical assessment**

- 7.5.1. Any Claimant making application for Benefits from the Fund must, if required by the Trustee, submit up to two (2) independent medical assessment(s) at the expense of the Fund and of the Fund's choosing, for ascertaining the nature and extent of the notified disability.
- 7.5.2. A Claimant claiming or receiving Monthly Benefits in accordance with this Rule must, during such time, when so requested, provide all relevant information to the Trustee and the FMA(s).
- 7.5.3. A Claimant must, prior to receiving Monthly Benefit payments, authorise the Trustee and the FMA(s) to:
  - 7.5.3.1. consult with any relevant physician, surgeon or specialist;
  - 7.5.3.2. access a Claimant's medical records relevant to the Claimant's medical condition whether prior to the date of monthly or not; and
  - 7.5.3.3. access Medicare (or equivalent) records for the purposes of accessing medical history records.

## **7.6. Cessation and limitation of Monthly Benefits**

- 7.6.1. Monthly Benefits shall cease at the earliest occurrence of any of the following;
  - 7.6.1.1. the Claimant has failed to, or refuses to, comply with the requirements of Rule 7; or
  - 7.6.1.2. the Claimant has died; or
  - 7.6.1.3. the Claimant has reached the age of sixty-five (65); or
  - 7.6.1.4. twenty-four (24) Monthly Benefit payments have been completed; or
  - 7.6.1.5. the issuing, reinstatement, revalidation or restoration of a Class 1 Medical Certificate to the Claimant, regardless of whether or not CASA applies any conditions or restrictions on the Class 1 Medical Certificate; or
  - 7.6.1.6. CASA, or a CASA Delegate, has advised that the Claimant is able to exercise the privileges of their pilots licence regardless of whether or not CASA applies any conditions or restrictions on the Class 1 Medical Certificate; or

- 7.6.1.7. CASA, or a CASA Delegate, has advised that the Cancellation or Suspension of a Class 1 Medical Certificate has been removed, regardless of whether or not CASA applies any conditions or restrictions on the Class 1 Medical Certificate.

## **7.7. Limited Cover – monthly payments**

- 7.7.1. In the case where a Class 1 Medical Certificate has been Suspended or Cancelled due to the ASE/C for which a Limited Cover has been applied, the maximum duration of Monthly Benefits is 50% of the number of Monthly Benefit payments for which an ASE/C would be eligible in accordance with Rule 7 and Rule 7 Appendix A.

## **7.8. NCB continuation of claim and/or additional ASE/C whilst in receipt of Benefits**

- 7.8.1. Where a Claimant makes a claim for Monthly Benefits and less than twenty-four (24) monthly payments are made before the Claimant regains their Class 1 Medical Certificate, if that Claimant subsequently makes a further claim within twelve (12) months for the same, related or consequential condition which gave rise to the original claim, the Monthly Benefit payments will be deemed to be continuous for the purpose of calculating the number of Monthly Benefit payments a Claimant has received.

## **7.9. Completion of the claim**

- 7.9.1. A claim on the Fund and the subsequent liability of the Fund shall be deemed complete at close of business on the last day of the 36th month from the Date of Onset except where claims have been delayed in assessment due to the ongoing resolution of an external claim / third party claim in accordance with Rule 6.5 in which case, on application to the Trustee, it may extend the 36 month period at its sole absolute discretion.

- 7.9.2. Notwithstanding Rule 7.9.1, a Claimant who can provide evidence that the resolution of the claim is pending, but which will extend beyond the 36th month from Date of Onset, may make application for an extension of six (6) months. Such an extension shall only be granted where it can be firmly established that a claim can be concluded within the period of extension.

## **7.10. Obligation of the Member**

- 7.10.1. A Claimant in receipt of Monthly Benefits in accordance with this Rule shall regularly and when so requested provide the Trustee with:

7.10.1.1. a report signed by a registered and appropriately qualified medical practitioner indicating the Claimant's ASE/C is such as to prevent them from returning to normal flying duties and meeting the Medical Standard 1 required for holding a Class 1 Medical Certificate;

7.10.1.2. a copy of the Claimant's treatment / management plan; and

7.10.1.3. prognosis for the Claimant's ASE/C (as provided by the Claimant's treating practitioner).

- 7.10.2. Both the commencement and continuance of Monthly Benefits payable in accordance with this Rule, shall be conditional upon satisfactory evidence being provided to show that the Claimant is taking all reasonable steps to meet Medical Standard 1 and have their Class 1 Medical Certificate reinstated or revalidated.

## **7.11. Member declining Benefits**

- 7.11.1. Notwithstanding anything else contained in this Rule, a Claimant may at any time decline to receive Monthly Benefits by notifying the Trustee of the Claimant's wish in writing.

## **7.12. Maximum total Benefits payable**

- 7.12.1. Unless a Death Benefit is payable in accordance with Rule 9, a Claimant of the Fund may not receive any combination of Monthly Benefits from the Fund which exceeds the NCB for which the Member has contributed.

## **7.13. Specified duration Monthly Benefit**

- 7.13.1. Specified Duration Monthly Benefits apply to certain conditions for which only a limited duration of Monthly Benefit payments will apply. The maximum number of Monthly Benefit payments is twenty-four (24). Specified Duration Monthly Benefits only allow for Monthly Benefit payments for a duration of six (6) months or twelve (12) months.
- 7.13.2. The list of conditions for which Specified Duration Monthly Benefits will apply can be found as Appendix A to Rule 7.
- 7.13.3. Appendix A of Rule 7 will be reviewed at intervals not exceeding twenty-four (24) months but not more frequently than every twelve (12) months and the Trustee may add / delete items as required.
- 7.13.4. Notwithstanding Rule 7.13.2, a condition already included in Rule 7 Appendix A may be updated to reflect a medical reclassification at any interval.
- 7.13.5. The review process will be completed in such time and the amended appendix will be made available to all Members prior to the commencement of the subsequent Fund Year.
- 7.13.6. The review process will be led by the Trustee and the FMAs. It will reflect a consensus of the Trustee and those experts in determining those conditions that should be restricted in duration. Such a review will be completed considering changes in diagnostic capabilities, improved medical interventions and the 'best practice' in managing complex health conditions. It will also balance the best interests of Members and the ongoing financial viability of the Fund.

## **7.14. Dependency disorders and Monthly Benefits**

- 7.14.1. In accordance with Rule 6 Appendix A, the Capital Benefit Balance will not be paid where a Claimant has Permanently Lost their Class 1 Medical Certificate due to a Dependency Disorder or an associated condition.
- 7.14.2. Dependency Disorders are considered as Specified Duration Monthly Benefits with a maximum duration of six (6) Monthly Benefit payments where a Claimant is fully compliant with all of the requirements of Rule 7.14.
- 7.14.3. Monthly Benefit payments are not available to a Claimant until after the Trustee has approved their Monthly Benefit claim at their regular monthly Board meeting. Such payments may only commence and continue under the following conditions:
  - 7.14.3.1. evidence of entry into an approved monitoring program acceptable to CASA,
  - 7.14.3.2. continued compliance with the requirements of the monitoring program,

7.14.3.3. provision of satisfactory evidence of compliance to the Trustee upon request

7.14.3.4. all of the normal obligations of the Claimant under Rule 7.10.

7.14.4. Failure to meet any of the requirements of Rule 7.14.3 and its subordinate clauses will result in the immediate cessation of Monthly Benefit payments.

#### **7.15. Single Pilot / Multicrew Limitation Benefit**

7.15.1. Where a Claimant has had their Class 1 Medical Certificate issued, regardless of having been in receipt of Monthly Benefit payments, with an 'as or with co-pilot (or equivalent) on their Class 1 Medical Certificate, the Claimant may make application to the Trustee for the payment of up to 6 Monthly Benefit payments. A pilot must have lost their ability to continue to receive an income from their current employment to be eligible for Benefits under this Rule.

7.15.2. At all times, the decision to make such payments is at the sole and absolute discretion of the Trustee and will take into account FMA advice regarding the likelihood of a successful resolution of the restriction and the Claimant's detailed return to work plan within that additional period either with the current or alternative employer.

7.15.3. Where the Claimant can show a good reason why the resumption of normal duties or a change of employer cannot be achieved within 6 months but can be achieved within 12 months, the Trustee may at its sole and absolute discretion, approve up to an additional 6 Monthly Benefit payments.

# Rule 7-Monthly Benefits

## Appendix A

### Conditions with limited Monthly Benefit payments.

These conditions are subject to limited Monthly Benefit payments.

Conditions	Timeframe
<b>Aerotoxic Syndrome</b>	6 months
<b>Short and Long Term Complications and Disorders associated with:</b> <ul style="list-style-type: none"> <li>• Alcohol misuse</li> <li>• Substance Abuse</li> <li>• Smoking / Vaping</li> </ul>	NIL – Except IAW Rule 7.14
<b>All Mental Health Conditions excepting:</b> <ul style="list-style-type: none"> <li>• Bipolar Disorder</li> <li>• Schizophrenia</li> </ul>	12 months
<b>Chronic Fatigue Syndrome including:</b> <ul style="list-style-type: none"> <li>• Long COVID</li> <li>• Myalgic encephalomyelitis</li> <li>• Post Glandular Fever Syndrome</li> <li>• Post Infectious Fatigue Syndrome</li> <li>• Post Lyme Disease</li> <li>• Post Viral Syndrome</li> </ul>	6 months
<b>Colour Vision Deficiency</b>	NIL
<b>Gastrointestinal Conditions:</b> <ul style="list-style-type: none"> <li>• Chronic Diarrhoea</li> <li>• Gastro Oesophageal Reflux Disease</li> <li>• Irritable Bowel Disorder</li> <li>• Somatization Disorder</li> </ul>	6 months
<b>Neurological Disorders:</b> <ul style="list-style-type: none"> <li>• Altered Awareness</li> <li>• Amnesia including Transient Global Amnesia</li> <li>• Aura Disorder with or without Headache</li> <li>• Blackouts</li> <li>• Cataplexy</li> <li>• Cavernous Hemangioma – Asymptomatic</li> <li>• Narcolepsy</li> <li>• Psychological or Conversion Disorder</li> <li>• Seizure Disorder</li> </ul>	6 months

<b>Pain:</b> <ul style="list-style-type: none"> <li>• Chronic Headache</li> <li>• Fibromyalgia</li> <li>• Migraines (all types)</li> <li>• Post-Surgical Pain (including after Hernia Repair)</li> <li>• Post Traumatic Chronic Headache or Migraine Somatization Disorder</li> </ul>	6 months
<b>Poorly Managed Diabetes</b>	12 months
<b>Poorly Managed Hypertension</b>	12 months
<b>Poorly Managed Hypo / Hyperglycaemia</b>	6 months
<b>Obstructive Sleep Apnoea</b>	12 months
<b>Vestibular and Balance Disorders including:</b> <ul style="list-style-type: none"> <li>• Benign Paroxysmal Position Vertigo (BPPV)</li> <li>• Dizziness</li> <li>• Endolymphatic Hydrops</li> <li>• Labyrinthitis</li> <li>• Meniere's Disease</li> <li>• Post Traumatic Vertigo</li> <li>• Vestibular Neuritis</li> </ul>	6 months

# Rule 8-Capital Benefits

## 8.1. Eligibility for Capital Benefits

- 8.1.1. Where a Claimant's Class 1 Medical Certificate is Permanently Lost, a Claimant may receive payment of the Capital Benefit Balance, subject to this Rule.
- 8.1.2. The Trustee shall only make Capital Benefit Balance payments for an ASE/C, which can be supported by an objective medical diagnosis.

## 8.2. Completion of the claim and cessation of liability

- 8.2.1. A claim on the Fund and the subsequent liability of the Fund shall be deemed complete at close of business on the last day of the 36th month from the Date of Onset except where the Member has made an application for the Capital Benefit Balance.

## 8.3. Assessment for permanent loss of Class 1 Medical Certificate

- 8.3.1. The Trustee must only consider a Claimant's Class 1 Medical Certificate as Permanently Lost and the Claimant eligible for payment of the Capital Benefit Balance, under the following circumstances:
  - 8.3.1.1. The Trustee has considered, at least two (2) medical assessments from separate and independent specialists in the related discipline relevant to the ASE/C giving rise to the claim; and
  - 8.3.1.2. The Trustee may consult with the FMAs in the relevant medical discipline.
- 8.3.2. In the event the ASE/C results in an investigation by the Australian Transport Safety Bureau (ATSB), the Trustee must consider the final ATSB report in order to consider the claim.
- 8.3.3. The Trustee may defer making a decision as to whether a Claimant's Class 1 Medical Certificate is Permanently Lost where:
  - 8.3.3.1. the Claimant's ASE/C has not yet stabilised; or
  - 8.3.3.2. a further period of time is necessary to establish whether treatment may result in an improvement of the Claimant's ASE/C to an extent where the Medical Standards 1 can again be met for that Claimant.
- 8.3.4. The Trustee may make its own determination in lieu of the requirements of Rule 8.3.3 when the ASE/C is one (1) of the following;
  - 8.3.4.1. a degenerative neurological disorder for which the Trustee has satisfied itself is permanent and will lead to a Permanent Loss of the Claimant's Class 1 Medical Certificate.
  - 8.3.4.2. A debilitating illness or disorder that has progressed to the point that incapacitates the Claimant to the extent that it meets the conditions of the Class 1 Medical Certificate being Permanently Lost.
  - 8.3.4.3. A severe terminal illness for which the Trustee has satisfied itself is permanent and will lead to a Permanent Loss of the Claimant's Class 1 Medical Certificate.

#### **8.4. Limited Cover – capital payments**

8.4.1. In the case where a Class 1 Medical Certificate has been Suspended or Cancelled due to the ASE/C for which a Limited Cover has been applied, the maximum Benefit is limited to 50% of the NCB for any sum for which Limited Cover has been applied.

#### **8.5. Medical assessment**

8.5.1. Any Member who seeks payment of the Capital Benefit Balance must, when so requested by the Trustee, at a time designated by the Trustee, submit two (2) independent medical examination(s) at the expense of the Fund for assessing the Member's ASE/C.

8.5.2. In the event of the Trustee obtaining medical opinion from a qualified medical specialist, to the effect that the Member's ASE/C has improved to such an extent that the Member is expected to be able to revalidate their Class 1 Medical Certificate, then no further payments shall be made from the Fund unless and until the Member makes application to CASA for revalidation of the Class 1 Medical Certificate.

#### **8.6. Obligations of the claimant – all reasonable steps**

8.6.1. A Claimant seeking payment of a Capital Benefit Balance under this Rule must, during such time, have taken all reasonable steps to re-validate their Class 1 Medical Certificate and obtain the required standard of health to do so.

8.6.2. If, in the reasonable opinion of the Trustee, the Claimant is not taking all reasonable steps to regain the standard for a Class 1 Medical Certificate, the Trustee is authorised to withhold further Benefit payments and/or suspend any consideration for the Capital Benefit Balance.

#### **8.7. Obligations of the claimant – provide all relevant information**

8.7.1. A Claimant seeking payment of a Capital Benefit Balance under this Rule must, during such time, when so requested, provide any relevant information to the Trustee and the FMAs and, where appropriate, authorise:

8.7.1.1. the Trustee and the FMAs to consult with any relevant medical practitioner; and

8.7.1.2. the Trustee to access the Claimant's relevant medical and Medicare records or equivalent.

#### **8.8. Obligations of the Trustee**

8.8.1. The Trustee must not make payment of a Capital Benefit Balance where in the Trustee's view, the facts of the relevant claim or ASE/C are incomplete or in doubt for any reason whatsoever.

8.8.2. Further, if the Trustee is not satisfied that a Claimant is complying with their obligations under Rules 7 and 8, the Trustee may at its discretion suspend its consideration of the Claimant's eligibility for Capital Benefit Balance, unless and until it is satisfied that the Claimant is complying with those Rules.

## **8.9. Trauma / Critical Illness Benefit**

8.9.1. Where a Claimant has notified the Fund of an ASE/C set out in Appendix A to Rule 8, the Claimant may be eligible to immediately access the greater of \$100,000 or 10% of their Capital Benefit Balance.

8.9.1.1. This amount must not exceed the remaining Capital Benefit Balance of the Member and will be deducted from any future Capital Benefit Balance payment and/or Death Benefit.

8.9.2. Appendix A of Rule 8 will be reviewed at intervals not exceeding twenty-four (24) months but not more frequently than every twelve (12) months and the Trustee may add, delete, amend conditions as required.

8.9.3. Notwithstanding Rule 8.9.2, a condition already included in Rule 8 Appendix A may be updated to reflect a medical reclassification, description or name change at any interval.

8.9.4. The review process will be completed in any review year to ensure that the revised Appendix will be available to all Members prior to the commencement of the subsequent Fund Year.

8.9.5. The review process will be led by the Trustee and the FMAs. It will reflect a consensus of the Trustee and those experts in determining those conditions that should be excluded for the assessment of Benefit payments. Such a review will be completed considering changes in diagnostic capabilities, improved medical interventions and the 'best practice' in managing complex health conditions. It will also balance the best interests of Members and the ongoing financial viability of the Fund.

## **8.10. Where Member regains Class 1 Medical Certificate**

8.10.1. The payment of the Capital Benefit Balance under Rule 8 by the Trustee is based on an assessment that the Class 1 Medical Certificate of the Claimant is Permanently Lost (as defined in these Fund Rules).

8.10.2. In the event the Claimant regains their Class 1 Medical Certificate within 5 years of being paid the Capital Benefit Balance, the Claimant is required to repay the Capital Benefit Balance to the Trustee within 60 days of regaining the Class 1 Medical Certificate.

## **8.11. Deed of Release**

8.11.1. The Trustee may require any Claimant, as a condition of payment of the Capital Benefit Balance under Rule 8, to sign a Deed of Release that upon payment of the Capital Benefit Balance such payment extinguishes any further entitlement of the Claimant under the Fund and releases the Trustee from any claims arising under the Fund or the Claimant's membership.

# Rule 8-Capital Benefits (Trauma Or Critical Illness/Event Benefit)

## Appendix A

Conditions	Notes
<b>Cerebrovascular Accident (CVA)</b>	Only including ischaemic or haemorrhagic stroke with such significant effects as to likely Permanently preclude a Member holding a Class 1 Medical Certificate or meeting the Class 1 Medical Standard.
<b>Myocardial Infarction</b>	Where the damage of a significant infarct has caused irreversible damage likely to Permanently preclude a Member holding a Class 1 Medical Certificate or meeting the Class 1 Medical Standard.
<b>Amputation</b>	Traumatic amputation likely to Permanently preclude a Member holding a Class 1 Medical Certificate or meeting the Class 1 Medical Standard.
<b>Aggressive and/or terminal cancer</b>	Where the prognosis of a serious cancer or the consequences of its treatment, is likely to Permanently preclude a Member holding a Class 1 Medical Certificate or meeting the Class 1 Medical Standard.
<b>Permanent Severe central nervous system and or Spinal Pathology from illness or injury</b>	Where damage to the central nervous system has caused irreversible dysfunction likely to Permanently preclude a Member holding a Class 1 Medical Certificate or meeting the Class 1 Medical Standard.

# Rule 9-Death Benefit

## 9.1. Eligibility for Death Benefit

- 9.1.1. The Trustee may make payment of the Death Benefit to the Beneficiary in the event of the Member's death from any event other than any of the events detailed under Rule 6.3 with the exception of Rule 6.3.1.5 and in the event of death arising from a Member's condition which is the subject of Zero Cover.
- 9.1.2. The Fund may not make any Death Benefit payment, nor may the Trustee approve such a payment to any party that is not a Beneficiary (subject to Rule 9.1.3).
- 9.1.3. Where a Member has failed to properly declare or has made no declaration regarding a Beneficiary, any Death Benefit payable under this Rule will be paid to the Member's estate.
- 9.1.4. In the event the Member's death results in an investigation by the Australian Transport Safety Bureau (ATSB), the Trustee must not pay the Death Benefit before considering the final ATSB report.
- 9.1.5. Where a Death Benefit is payable in respect of the death of a Member, the Trustee shall pay the amount of Benefit entitlement, after they have sighted a properly authenticated Certificate of Death.

## 9.2. Death Benefit – general

- 9.2.1. The Death Benefit payable shall in no way exceed the amount of the NCB for which Contributions have been received.
- 9.2.2. Where a Claimant's death is related to a condition which had been endorsed with Limited Cover or if such an endorsement becomes applicable even after the Claimant's death in accordance with Rule 6, the Death Benefit will be reduced to 50% of the Capital Benefit Balance and 50% of the calculated Death Benefit.

## 9.3. Death Benefit – amount of Benefit

- 9.3.1. Death Benefit shall be calculated as a base amount of \$150,000.
- 9.3.2. The Death Benefit shall increase by \$10,000 for each year of membership to a maximum of twenty-five (25) years.

## 9.4. Death Benefit – preserved payment in the case of terminal illness

- 9.4.1. In accordance with the Rules, a Claimant receiving payment of a Capital Benefit Balance ceases to be a Member and is therefore ineligible for any further Benefit, including the Death Benefit and the Refund of Contributions.
- 9.4.2. Notwithstanding Rule 9.4.1, in the case of a Claimant presenting with a terminal illness and under the conditions determined by the Trustee, a terminally ill Claimant may make application to the Trustee to have the Death Benefit preserved for payment under Rule 9 and suspend the requirements of Rule 10 for a period of one hundred and eighty (180) days.
- 9.4.3. The Claimant or authorised legal representative may make further application(s) for two (2) additional periods of ninety (90) days where the extension of the initial period is supported by the FMAs.

- 9.4.4. The conditions required for a successful application for consideration under Rule 9.4 are:
- 9.4.4.1. the illness must preclude the holding of a Class 1 Medical Certificate in accordance with Part 67 of the CASR.
  - 9.4.4.2. the illness must have been assessed by both the treating practitioner and a consensus of the FMAs, to be severe and to have an extremely low possibility of recovery with a remaining life expectancy of less than twelve (12) months.
- 9.4.5. The considerations contemplated by Rule 9.4.2 and 9.4.3 are entirely at the Trustee's discretion and may be refused to allow Rule 9 to operate in its normal fashion. The Member and/or their Beneficiary must understand that there is an element of risk regarding the eligibility for the Death Benefit when making an application for consideration under Rule 9.4. The risk associated with a claim is entirely borne by the Claimant.

# Rule 10-Cessation of Membership

## 10.1. Voluntary cessation of membership

- 10.1.1. A Member may voluntarily withdraw from membership of the Fund by notifying the Trustee in writing of the intention to do so, specifying the date the membership is to cease.
- 10.1.2. Such advice may be given at any time and membership shall cease upon receipt by the Trustee of such advice with respect of the specified date of resignation.
- 10.1.3. If such advice does not specify a date then the Trustee shall deem the date to be that of the Trustee receiving such advice.
- 10.1.4. The Trustee may at their discretion repay to the Member from the Fund such portion of the then current Contribution that represents the period from the date of cessation to the end of the current year of the Fund.

## 10.2. Automatic cessation of membership

- 10.2.1. Membership of the Fund will cease in the event of any of the following:
  - 10.2.1.1. if the Member is not a Financial Member of AFAP. Such cessation shall not be made effective until thirty (30) days after the last day of financial membership with the AFAP. To establish compliance with these Rules and eligibility for Fund membership and/or Benefit payments, evidence of AFAP membership must be made available by the Member to the Trustee on request.
  - 10.2.1.2. If the Member has failed to pay their Contribution within the period set by Rule 3.
  - 10.2.1.3. If the Member or Unemployed Member has reached the age of sixty-five (65) years.
  - 10.2.1.4. If the Member has received payment of the full Capital Benefit Balance due under these Rules.
  - 10.2.1.5. Upon the Member receiving all twenty-four (24) Monthly Benefit payments for an ASE/C or related ASE/C due under these Rules.
  - 10.2.1.6. Where it has been established to the Trustee's satisfaction that the Member has made an incomplete misleading application for membership or Benefits.

## 10.3. Unemployed membership and cessation of membership

- 10.3.1. Where a Member becomes an Unemployed Member, the Unemployed Member who maintains all other membership eligibility requirements can retain membership of the Fund for the balance of the Fund Year in which they became an Unemployed Member and a further period of up to three (3) years, except where the Member is a notification and/or Claimant.
- 10.3.2. Where the Member is a Notification and/or Claimant, the commencement of the period expressed in Rule 10.3.1 shall be from when the Member regains their Class 1 Medical Certificate.

- 10.3.3. Upon the conclusion of the third year of Unemployed Membership, an Unemployed Member would become ineligible for the Annual Membership Renewal.
- 10.3.4. Where a Member who has become ineligible for Annual Membership Renewal in accordance with Rule 10.3.2 but who should subsequently resume employment as a professional pilot, the former Member may upon application to the Trustee, be eligible for reinstatement without penalty in terms of age of joining providing that:
  - 10.3.4.1. the Trustee assesses and approves the resumption of membership at its sole and absolute discretion, and
  - 10.3.4.2. the commencement of such employment occurs within two (2) years of the cessation of membership under this Rule, and
  - 10.3.4.3. has been a Member for at least five (5) years prior to becoming an Unemployed Member.
- 10.3.5. A pilot so affected by Rule 10.3.2, shall remain entitled to a discretionary Refund of Contributions should they be eligible after twenty (20) continuous years of membership in accordance with Rule 3.7. For former Members who resume membership of the Fund they will be required to meet the twenty-five (25) years of aggregate membership given that there has been a period of discontinuity.

# Rule 11-Trustee

## 11.1. The Trustee

11.1.1. The Trustee of the Fund is Austair Pilots Pty Ltd ACN 005 111 731 (“Austair”).

## 11.2. Trustee duties:

11.2.1. The Trustee, through its Directors (“Directors” or “Board”) do all such acts and things as may be necessary to apply the Fund Rules and for carrying out the objects of the Fund. It shall also carry out such acts and directions that may arise out of obligations to other relevant authorities, including but not limited to AFCA, ASIC and the ATO. The Trustee shall control the administration of the Fund and shall, in addition to any other powers or duties herein contained:

11.2.1.1. oversee all applications for membership of the Fund, and where appropriate authorise the acceptance of a Member subject to any instances of Limited Cover and/or Zero Cover as provided for in these Rules;

11.2.1.2. oversee the administration of all Notifications of an ASE/C made by Members;

11.2.1.3. oversee all claims made on the Fund;

11.2.1.4. assume responsibility for the authorisation of all Benefits;

11.2.1.5. arrange to have records and keep minutes of all meetings of the Directors, and all meetings of the Members;

11.2.1.6. ensure that financial Members of the Fund are kept well informed as to the Rules of the Fund and any changes made thereto;

11.2.1.7. ensure that the investment monies of the Fund are supervised and employed in the interests of the membership in accordance with the provisions of the Investment Committee Charter as it currently stands and as amended; and

11.2.1.8. Resolve any disputes with Members, Claimants and Beneficiaries including, if appropriate, settling claims by the payment of money or making other decisions to settle those claims.

11.2.2. Appoint an Audit Sub-Committee consisting of no less than three (3) Directors.

11.2.3. Appoint an Investment Sub-Committee consisting of no less than three (3) Directors.

11.2.4. Appoint any other Sub-Committee(s) as required for the orderly functioning of any ongoing or time / task limited function of the Board consisting of no less than three (3) Directors.

# Rule 12- Governance and Administration

## 12.1. Number and qualification of Directors

- 12.1.1. The number of Directors shall be a maximum of nine (9) and not less than seven (7) in the case of casual vacancies occurring during a Director's term. Directors shall be Members of the AFAP and Members of the Fund, former Members of the Fund (refer to Rule 12.2.1.8) in good standing, provided that a Director must not be a Federal officer of the AFAP.

## 12.2. Election of Directors

- 12.2.1. Directors shall be elected by secret ballot of the Members of the Fund as per the following procedures:
- 12.2.1.1. Nominations for the available Director positions will be called by the Chairman by Notice to the Members not less than sixty (60) days prior to the Annual General Meeting (AGM) advising nominees that:
    - 12.2.1.1.1. A vacancy is a normal vacancy for the replacement of a Director position for a three (3) year term, or
    - 12.2.1.1.2. A vacancy is for a shorter duration term to fill a vacancy caused by a casual vacancy.
    - 12.2.1.1.3. Any vacancy may be identified as being unavailable to nominees from a certain employer group where the Board already has a maximum number, three (3) Directors from any single employer group.
  - 12.2.1.2. Members must nominate for a specific vacancy and will be required to submit their written nomination. They may be required to provide evidence of eligibility within twenty-one (21) days of this nomination request.
  - 12.2.1.3. The Board will ensure that the information provided by nominees is verified by assessment of the evidence provided and shall make further enquiries to establish nominee eligibility if any matters are not adequately verified.
  - 12.2.1.4. Any nominations that cannot be verified will be rejected.
  - 12.2.1.5. The Member nominating for a Director position must have their nomination seconded by a current Member of the Fund.
  - 12.2.1.6. The Board will call for voting on the nominating Directors not less than thirty (30) days prior to the AGM by Notice to the Members. The voting process will close twenty-one (21) days after the date of the written request to the Members.
  - 12.2.1.7. Members appointed as a Director in accordance with this Rule shall commence their appointment at and from the date of the AGM.
  - 12.2.1.8. A Director whose membership of the Fund is ceased in accordance with Rule 10.1 or 10.2.1.3 may serve the remainder of that term of office as a Director, and with the approval of the Board, is further eligible to nominate for, be elected and serve an additional three (3) year term.

- 12.2.1.9. No more than three (3) Directors employed by the same individual company or associated group of companies can serve as a Director at any one (1) time. Where a merger or takeover of an employer's business causes more than three (3) Directors to be on the Board from a company or associated group of companies, those Directors may all continue for the remainder of the Fund Year. They must reduce their numbers to no more than three (3) by the conclusion of the next AGM, either by voluntary resignation or determined by lot.
- 12.2.1.10. In the event that a sitting Director changes employment to a Company or Group of companies which already has three (3) sitting Directors on the Board, the Director will be allowed to complete their duties as a Director until the conclusion of the next AGM at which time they will be ineligible to continue to act as a Director and will be replaced in accordance with these Rules.
- 12.2.1.11. Before being eligible to be elected as a Director, a Member must have been a Member of the Fund for at least the previous three (3) years.
- 12.2.1.12. In the event that any Director election under this Rule is uncontested, those eligible nominees will be deemed to be elected upon the notified closure of the nomination period and the Members will be notified of the election result. Eligible nominees are still required to meet all Director eligibility requirements.

### **12.3. Term of office**

- 12.3.1. The Directors elected shall normally hold office from the conclusion of the AGM at which they were appointed until the conclusion of the third subsequent AGM after their appointment.
- 12.3.2. Elected Directors may be eligible for re-appointment for additional consecutive terms (being terms commencing at the conclusion of an AGM).
- 12.3.3. A Director appointed by the Board to fill a casual vacancy shall only hold office until the next AGM.
- 12.3.4. A Director elected at the AGM to fill a vacancy which occurred due to a casual vacancy shall only serve for the unexpired term of the position which became vacant in accordance with Rule 12.3.5.
- 12.3.5. The position of an elected Director will become vacant in the event of any of the following:
  - 12.3.5.1. Death,
  - 12.3.5.2. Resignation,
  - 12.3.5.3. Removal in accordance with these rules,
  - 12.3.5.4. Disqualification as a Director under the *Corporations Act 2001* (Cth),
  - 12.3.5.5. Ineligibility for any other reason.

## **12.4. Rotation of Directors**

- 12.4.1. Of the appointed Directors, three (3) shall retire at each AGM and the Directors who so retire shall be determined by the length of time elapsed since their appointment or where necessary by lot.

## **12.5. Casual vacancy**

- 12.5.1. In the event of the office of any Director becoming vacant due to the death or resignation, removal, disqualification, or ineligibility of a Director, the remaining Directors may appoint an eligible Member to fill the vacancy, or may allow the vacancy to be filled at the next available election of Directors which should then increase the establishment back to nine (9) Directors. The appointed Director shall hold office until the conclusion of the next AGM.
- 12.5.2. A Director appointed in accordance with Rule 12.5 will exercise all of the rights and responsibilities of all Directors of the Fund.

## **12.6. Removal**

- 12.6.1. A Director may be removed by secret ballot of the Members of the Fund in accordance with the following procedures:
- 12.6.1.1. A secret ballot to remove a Director may be requisitioned by notice in writing to the Chairman signed by at least 5% of the Members of the Fund,
  - 12.6.1.2. The Chairman will call for voting on the removal of the Director by Notice to the Members within thirty (30) days of receipt of the requisition,
  - 12.6.1.3. The voting process will close twenty-one (21) days after the date of the written request to the Members,
  - 12.6.1.4. A Director will be removed from office if the majority of votes received in the secret ballot are in favour of the removal.
- 12.6.2. A vacancy resulting from the removal of a Director must be filled in accordance with Rule 12.5.
- 12.6.3. Notwithstanding any other rule, if the removal of a Director would result in no Directors holding office, the removal will not take effect until a replacement Director has been appointed under Rule 12.5.

## **12.7. Meeting and notice of meetings**

- 12.7.1. Meetings of the Directors shall normally be held once per month.
- 12.7.2. At the request in writing of any four (4) Directors, the Chairman shall convene a special meeting of Directors.
- 12.7.3. Notice of meetings shall be given in writing by the Chairman to Directors as far in advance as possible as to allow maximum reasonable participation of the Board and not less than three (3) business days before the day appointed for the meeting. This notice period can be waived with the agreement of all current Directors entitled to vote.
- 12.7.4. Directors meetings may be held as required using a video and/or teleconferencing facility.

## **12.8. Quorum**

- 12.8.1. Five (5) Directors present at any meeting shall constitute a quorum.
- 12.8.2. Where it is not possible to establish a quorum for any meeting called in accordance with Rule 12.8.1, any four (4) Directors shall constitute a quorum for the sole purpose of authorising the payment of Benefits under the Fund Rules.

## **12.9. Chairman**

- 12.9.1. The Directors each year shall, at the Directors meeting next succeeding each AGM, elect a Chairman from among their number to serve in that capacity until the Directors' meeting next succeeding the following AGM.

## **12.10. Release and indemnity**

### **12.10.1. Release:**

- 12.10.1.1. The Trustee and Directors shall not be responsible for any loss or damage caused by the exercise of any discretion or power conferred by these Rules or by law or by the failure to exercise any such discretion or power or any breach of duty or trust except as a consequence of dishonesty or bad faith.

### **12.10.2. Indemnity:**

- 12.10.2.1. The Trustee, the Directors and any other office, employee and person holding office in the Fund or the Trustee (including but not limited to the Fund Management) for the time being or who has in the past held that office, shall be indemnified, out of the assets of the Fund, from all actions, proceedings, suits, claims, demands, liabilities, losses and expenses incurred by them, or any of them in carrying out, or about the discharge of their respective duties, irrespective of whether or not such actions, proceedings, suits, claims, demands, liabilities, losses and expenses are incurred as a result of the negligence.

## **12.11. Resignation of the Trustee**

- 12.11.1. Austair may only resign as Trustee of the Fund if the Directors are instructed by the Members of the Fund to effect such resignation, in accordance with the following procedures:
  - 12.11.1.1. A secret ballot to instruct the Directors to effect the resignation of Austair as Trustee may be requisitioned by notice in writing to the Chairman signed by at least 5% of the Members of the Fund,
  - 12.11.1.2. The Chairman will call for voting on the issue by Notice to the Members within thirty (30) days of receipt of the requisition,
  - 12.11.1.3. The voting process will close twenty-one (21) days after the date of the written request to the Members,

12.11.1.4. If the majority of votes received in the secret ballot are in favour of instructing the Directors to effect Austair's resignation as Trustee, the Directors must effect the resignation of Austair as Trustee of the Fund within thirty (30) days of closure of the voting process.

12.11.2. If for any reason Austair ceases to be Trustee without a rule change which provides for a successor Trustee (for example, by winding up), the Supreme Court of Victoria should appoint a successor Trustee. It is the Member's intention that a successor Trustee or Trustees be a person or persons who are or have as office-bearers persons elected by, or representative of, the Members of the Fund.

## **12.12. Accounts and audit**

12.12.1. The Trustee shall cause proper books of account to be kept in relation to the transactions of the Fund. A balance sheet shall be prepared as at 30th April each year together with supporting accounts for the preceding twelve (12) months ending on that date. Such accounts shall be subject to annual audit by the Auditors appointed to the Fund.

## **12.13. Investment of funds**

12.13.1. The Trustee is empowered to invest monies belonging to the Fund in any of the investments authorised by law for the investment of Trust Funds.

## **12.14. Borrowing powers**

12.14.1. The Trustee may borrow upon the security of the assets of the Fund at any time such amounts or amounts as they may in their discretion consider to be reasonably necessary for the payment of amounts due to Members or for the management and operation of the said Fund or for such purpose as the Trustee consider expedient for the carrying out of the objects of the Fund. Any sum or sums so borrowed may be borrowed with or without security from any bank or other lending institution and from any individual.

## **12.15. Bank accounts and cheques**

12.15.1. The Trustee shall cause to create accounts appropriate to the operation and investment activities of the Fund.

12.15.2. Payments out of any account or banking instrument shall only be authorised upon the signature of the Chairman of Trustee or their designate, and one (1) other Trustee or person designated from time to time by the Trustee.

12.15.3. Notwithstanding Rule 12.15.2, transfers between accounts of the Fund may be authorised by the Chairman or any other person as may be designated from time to time by the Trustee.

## **12.16. Annual meeting**

12.16.1. Annual meetings of the Members of the Fund shall be held at such a time as the Trustee shall determine provided that the maximum elapsed time between such meetings shall not exceed fifteen (15) months.

12.16.2. The venue for such meetings shall be at such places as may be determined by the Trustee from time to time.

- 12.16.3. Not less than thirty (30) days prior to an AGM all Notice to Members shall be provided including details of the venue, time of commencement and matters of business to be discussed including the provision for matters of general business.
- 12.16.4. The business of the AGM shall be to receive and consider the balance sheets, profit and loss accounts and report of the auditor, to elect an auditor of the Fund, and to transact any other business of which Notice to Members has been given.
- 12.16.5. The Chairman of the AGM shall be the Chairman of the Trustee but in the event of their absence, the Directors of the Trustee shall, from their number prior to the commencement of the meeting, elect one (1) of such number to act as Chairman at such meeting.
- 12.16.6. The Chairman may with the consent of the Members present, adjourn the AGM from time to time and place to place. Subject to the approval of the AGM, such adjourned meeting may deal with any new business left unfinished at the meeting at which the adjournment took place.

### **12.17. Special meeting**

- 12.17.1. Special meetings of the Members of the Fund may be called at any time at the discretion of the Chairman of the Trustee or upon requisition made in writing signed by not less than twenty (20) Members of the Fund.
- 12.17.2. Any requisition for the special meeting shall specify the subject of the required meeting and shall be lodged with the Trustee at the office of the Australian Air Pilots Mutual Benefit Fund.
- 12.17.3. Should the special meeting not be organised within thirty (30) days of the lodgement of such requisition, the requisitionists may themselves organise a special meeting to be held within twenty-eight (28) days after such lodgement.
- 12.17.4. Notice to Members of the Fund of any special meeting must be given fourteen (14) days in advance.

### **12.18. Quorum**

- 12.18.1. Ten (10) financial Members of the Australian Air Pilots Mutual Benefit Fund shall constitute a quorum for the transaction of business at the AGM or any special meeting of the Members of the Fund.

### **12.19. Amendment of Rules**

- 12.19.1. The object and Rules of the Fund shall not be altered, amended, added to or repealed except by resolution of the Members of the Fund by secret ballot.
- 12.19.2. Not less than twenty-eight (28) days' notice in writing shall be given of any proposed alteration, amendment, addition to or repeal of the objects of the Fund Rules, and no such alteration shall be effective unless agreed to by a simple majority of eligible Members who cast a vote in a secret ballot on the issue.
- 12.19.3. Whilst Austair is Trustee of the Fund, the constitution of Austair may only be modified or repealed in accordance with the same procedures set out in Rule 12.19.1 and 12.19.2 relating to amendment of the Rules.

## **12.20. Dissolution**

- 12.20.1. The Fund may be dissolved by a 75% majority vote of the Members of the Fund who exercise their voting rights, provided that not less than two thirds (2/3) of such Members exercising such rights. Such voting shall be by secret ballot and the minimum elapsed time from the initiation of the ballot to the closure of the ballot being forty-two (42) days.
- 12.20.2. Upon the dissolution of the Fund, its assets shall be realised by the Trustee either by public auction, private contract or by such means and on such terms and conditions as the Trustee in their absolute discretion consider advisable. From the realisation of the said assets, all debts and liabilities of the Fund including the costs of realisation and winding up thereof shall be paid, and subject thereto any remaining assets shall be divided amongst the Members of the Fund existing at the date of the dissolution of the Fund in proportion to the amount of Contributions paid by them or on their behalf.

# Rule 13-Dispute Resolution

## **13.1. Internal dispute resolution process**

- 13.1.1. If a Member Applicant, Member, Claimant or Beneficiary is dissatisfied with the decision of the Trustee in respect of any matter or claim, the Member Applicant, Member, Claimant or Beneficiary may lodge a complaint with the Trustee in the manner and form proscribed under the Dispute Resolution Policy published by the Trustee from time to time.
- 13.1.2. The complaint will be dealt with under the terms of the Dispute Resolution Policy and the Member Applicant, Member, Claimant or Beneficiary may not lodge any claim with a Court or external dispute resolution service until such time as the process under the Dispute Resolution Policy has been concluded.

## **13.2. External complaint resolution scheme**

- 13.2.1. In the event the complaint cannot be resolved internally under the Fund's Dispute Resolution Policy, the Member Applicant, Member, Claimant or Beneficiary may make a claim to a Court or an external dispute resolution service, the details of which are set out in the Dispute Resolution Policy.