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OF

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SUPERANNUATION, SICK, DEATH, INSURANCE, GUARANTEE AND  
ENDOWMENT (LOCAL GOVERNING BODIES' EMPLOYEES) FUNDS  
ACT, 1947-1950.

Local Government Department,

Perth, 20th February, 1967.

L.G. 869/53.

HIS Excellency the Governor in Executive Council, acting pursuant to the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947-1950, has been pleased to make the regulations set out in the schedule hereunder.

R. C. PAUST,  
Secretary for Local Government.

## Schedule.

## Regulations.

- Principal regulations. 1. In these regulations the Local Governing Bodies' Provident Fund (Endowment) Regulations, made under the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947 and reprinted in the *Government Gazette* on the 11th May, 1966 are referred to as the principal regulations.
- Reg. 1 amended. 2. Regulation 1 of the principal regulations is amended by deleting the interpretation, "Corporation".
- Reg. 8 amended. 3. Regulation 8 of the principal regulations is amended—
- (a) by deleting the passage "(including increases as and when available)"; and
  - (b) by adding after the word "Committee", being the last word in the regulation, the passage, ", and shall be deemed to have authorised the Corporation to deduct such amounts as are prescribed in respect of any increased contributions which become payable".
- Reg. 8A added. 4. The principal regulations are amended by adding after regulation 8 a regulation as follows:—
- 8A. (1) Subject to subregulation (2) of this regulation, a subscriber may, at any time after he has attained the age of 49 years, by notice in writing signed by him and delivered to the appropriate Committee, elect to have the term of his policy reduced so that it will mature on any birthday of that subscriber occurring after his fifty-ninth but before his sixty-fifth birthday.
- (2) An election pursuant to this regulation may not be made by a subscriber—
- (a) less than five years before the proposed date of maturity of the subscriber's policy;
  - (b) where the subscriber's policy is an endowment assurance policy, so that the term of the policy is reduced to a term of less than 10 years;
  - (c) where the subscriber's policy is a pure endowment policy, so that the term of the policy is reduced to a term of less than five years.
- (3) In making an election pursuant to subregulation (1) of this regulation, a subscriber shall also elect—
- (a) to have the sum assured or the sum endowed, as the case may be, under the terms of his policy reduced so that the premium contributions in respect of the policy remain unaltered; or
  - (b) to increase his share of the premium contributions in respect of the policy so that the sum assured or the sum endowed, as the case may be, will remain unaltered despite the reduction in the term of the policy brought about by his election.

- (4) Nothing in these regulations—
- (a) renders a Committee or a Corporation liable to meet any increased payments in respect of a policy in relation to which a subscriber has made elections pursuant to subregulation (1), and paragraph (b) of subregulation (3), of this regulation;
  - (b) operates to prevent a subscriber who has made the elections referred to in paragraph (a) of this regulation in respect of a policy from being liable to pay more than one moiety of the premium contributions payable therefor.
5. Regulation 10 of the principal regulations is amended— Reg. 10 amended.
- (a) by adding after the word "Committee", being the last word in paragraph (a), the passage "and the Committee shall from time to time effect such further assurance on the life of the subscriber as shall be obtainable for any increased contributions which become payable"; and
  - (b) by adding after the word "Company", being the last word in paragraph (b), the passage "and the Committee shall from time to time effect such further pure endowment policies or other policies as may be acceptable by the Assurance Company as shall be obtainable for any increased contributions which become payable".
6. Regulation 20 of the principal regulations is amended— Reg. 20 amended.
- (a) by revoking paragraph (a) and substituting paragraphs as follow—
    - (a) Every Committee shall calculate—
      - (i) the funds, as at the thirtieth day of June, 1965, standing to the credit of the Reserve Account maintained by it pursuant to these regulations as in force at that date; and
      - (ii) the total value of the sums assured and endowed of the policies held by the Committee under these regulations on that date,and shall, from the results ascertained, calculate rateably the amount standing to the credit of that account that is apportionable to each policy and shall record each apportionable amount as ascertained.
    - (aa) Every Committee shall create a reserve account to be called the Reserve Account (No. 2) and shall—
      - (i) transfer to the credit of that account all moneys paid to the credit of the Reserve Account referred to in paragraph (a) of this regulation on and after the first day of July, 1965;
      - (ii) pay to the credit of the Reserve Account (No. 2) all moneys which by these regulations are directed to be paid into a reserve account.
    - (ab) The Reserve Account referred to in paragraph (a) of this regulation shall be known, after the coming into operation of this paragraph, as the Reserve Account (No. 1) and no further payments shall be made to that account other than interest received in respect of the moneys therein, which interest shall be apportioned rateably to the policies referred to in that paragraph.

- (ac) The interest of each subscriber in Reserve Account (No. 2) shall be of the same proportion from time to time as the sum assured or endowed of that subscriber's policy bears to the total sums assured and endowed of the policies held by the Committee.
- (ad) A meeting of the Committee shall be held in the month of August in each year, and at that meeting, the Clerk of the Council shall submit a list showing the names of all former subscribers, whose death or retirement has occurred during the financial year next preceding the Committee meeting.
- (ae) The Committee shall authorise a distribution from the Reserve Account (No. 1) or Reserve Account (No. 2), or both, as the case requires, in respect of any person named on the list (or to his personal representative) who at the time of his death or retirement was fully financial in his obligations to the Committee.
- (af) Where the Committee determines that any person to whom the proceeds of a policy were disbursed is entitled to benefits from either or both of the Reserve Accounts—
  - (i) the payment out of Reserve Account (No. 1) shall be equal to the value of the subscriber's interest therein as at the 30th day of June next preceding his death or retirement, being the total of the apportioned amounts relating to his policies ascertained under paragraphs (a) and (ab) of this regulation;
  - (ii) the payment out of Reserve Account (No. 2) shall be equal to the value of the subscriber's interest therein as at the 30th day of June next preceding his death or retirement as ascertained under paragraph (ac) of this regulation.
- (ag) When the death of a subscriber occurs before the date of maturity of his policy, or when the Committee is satisfied that the retirement of a subscriber prior to the maturity date of his policy was rendered necessary by ill health, the distribution to the subscriber shall be based upon the formula set out in paragraph (af) of this regulation but so that the proportion to which he is entitled under that formula shall be reduced by multiplying the sum to which he should be entitled by the number of years for which his policy has been in existence and dividing it by the number of years covered by the full life of the policy, if it were continued to maturity.
- (ah) Where, before the coming into operation of this paragraph, a subscriber has terminated his employment with a Council because of death, retirement, or ill health, and as a result of the termination of his employment, there has been paid into the Reserve Account a sum representing a portion of the surrender value of the policy, which could not be paid to him under the regulations, the Committee may, with the consent of the Council and the Minister, make a payment to that subscriber or his personal representative of such sum as is considered just under all circumstances.

- (ai) Where a subscriber transfers from one Corporation to another, the Committee of the Council which he leaves shall pay to the Committee of the Council which he joins the share of that subscriber, held in each Reserve Account at the 30th day of June, preceding his transfer. ; and
- (b) by revoking paragraph (d).

7. Appendix I to the principal regulations is amended—

Appendix I amended.

- (a) by adding after the word "birthday" in clause 4, the passage "or such earlier birthday for which the subscriber has elected pursuant to regulation 8A,"; and
- (b) by revoking clause 7 and substituting a clause as follows:—

7. In respect of each subscriber the Committee shall arrange (except within five years of retirement) additional assurance on the subscriber's life on or about the anniversary of the commencement of the Plan of the Committee when the increase in the total contributions payable by the Corporation on account of a subscriber, together with the contributions of the subscriber, is such that it will purchase a policy for not less than fifty dollars (\$50). So long as the subscriber continues to be acceptable for assurance under the original Table, such increases shall usually be effected by endorsement of the original policy.

A subscriber who is within five years of his age of retirement may authorise the Committee to arrange, and the Committee shall arrange additional assurance by way of a pure endowment policy maturing not later than five years from the date on which the additional assurance is effected. ; and

- (c) by substituting for the words "form of Endowment Assurance Policy" in line one of clause 14, the passage "forms of Endowment Assurance and Pure Endowment Policies, respectively,"

8. Appendix II to the principal regulations is revoked and the following Appendix substituted—

Appendix II substituted.

Appendix II.

Part A.

FORM OF ENDOWMENT ASSURANCE POLICY.

Australian Mutual Provident Society.

No. WO.....

Table JB.....

Western Australian Branch: St. George's Terrace, Perth.

This Policy is subject to the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Regulations thereunder. Sixty per cent. (60%) of the sum assured under the Scheme is re-assured equally with the undermentioned offices:—

The Australasian Temperance and General Mutual Life Assurance Society Limited.

The Colonial Mutual Life Assurance Society Limited.

The Mutual Life and Citizens' Assurance Company Limited.

The National Mutual Life Association of Australasia Limited.

In Pursuance of the Proposal for this Assurance and the Personal Statement made in connection therewith which together are hereby

declared to be the basis of and shall be held to form part of this Contract, and in consideration of

- (a) the payment by the Assured whose name is set out in the Schedule hereto of the Premium specified in the said Schedule and on the days hereinafter specified in each year during the life of the said Assured up to but not including the anniversary of the date of commencement of risk coincident with or next preceding the Maturity Date specified in the said Schedule, and
- (b) the payment by the said Assured on the said anniversary of the date of commencement of risk (should the said Assured survive to that date) of a final sum of one twelfth of the said Premium for every complete month to elapse between the said anniversary of the date of commencement of risk and the said Maturity Date,

the Australian Mutual Provident Society (hereinafter called the Society) will (subject to the Conditions hereunder and any further Conditions endorsed hereon all of which shall be part of this Policy) pay to the said Assured or his/her Assigns on the said Maturity Date should he/she survive to that date, or on his/her death should he/she die before that date pay to his/her Executors, Administrators or Assigns on production of this Policy duly discharged the sum assured specified in the said Schedule. The first Premium having been paid on or before the date of this Policy subsequent Premiums shall be payable on or before each anniversary of the date of commencement of risk specified in the said Schedule.

#### Conditions.

1. The sum assured specified in the said Schedule shall not become payable until proof of the age, identity and survival or death of the Assured has been furnished to the satisfaction of the Society's Board of Directors, and the Policy has been duly discharged.

2. This Policy shall be void and the benefits assured shall be forfeited, and all claims on or interest in the funds of the Society shall cease and determine and any Premiums paid in respect thereof shall be retained by the Society in any of the events specified under the following heads, that is to say:—

- (a) if either the said Proposal or the said Personal Statement shall be found to be fraudulently untrue in any particular;
- (b) if the Assured shall, whether sane or insane, die by his/her own hand within one year and thirty days from the commencement of the risk, as defined by this Policy or as fixed by the Society on any reinstatement thereof; provided always that should any other person or persons have a bona fide interest in this Policy acquired for value in money or money's worth, the Society shall be liable to pay to such person or persons an amount equal to such interest, if the sums assured will admit, but no more;
- (c) if this Policy be released from the provisions of the said Act, and if the specified Premiums or any one of them shall be not duly paid on the days specified or within one calendar month thereafter; provided that if this Policy be kept in force for two (2) years from the commencement of the risk, the non-payment of any subsequent Premium shall not void the same so long as the surrender value, as fixed by the Board, after deduction of any loan or charge thereon, is sufficient for the payment of any such subsequent Premium. The Board may appropriate a sufficient portion of such surrender value towards the payment of any Premium due, and any sum so appropriated shall bear compound interest at such rate as the Board shall determine, and shall be a charge upon this Policy, and may be deducted from any moneys payable under this Policy.

3. The assets of the Society shall alone be liable under this Policy and the Assurance hereby made shall at all times and in all circumstances be subject to the Act of Incorporation and By-laws for the time being of the Society.

4. All moneys assured or contracted to be paid by this Policy shall be paid at the office or agency of the Society on the register kept in respect of which the Policy is for the time being entered and in the currency of the place at which such office or agency is situated, and all claims in respect thereof shall be made at such office or agency. All Premiums payable under this Policy shall be paid in like manner, or at such other office or agency as may be agreed between the Assured and the Society.

5. This Policy entitles the Assured, his/her Executors, Administrators or Assigns to participate in any surplus of the Society which may be distributed as reversionary additions to participating policies.

6. While this Policy is subject to the provisions of the said Act, the Society will allow the Assured the option of paying each yearly Premium by equal instalments commencing from the date of commencement of risk. If this Policy be released from the provisions of the said Act, this option shall cease, whereupon (unless the unpaid balance, if any, of the yearly Premium which then last became due is paid within fourteen days after the date on which such option shall have ceased) this Policy shall be subject to the proviso to Condition 2 (c) become void and the benefits assured shall be forfeited, and all claims on or interest in the funds of the Society shall cease and determine and any Premiums paid in respect thereof shall be retained by the Society. Once the option has ceased it will not apply to any subsequent Premium without the consent of the Society, and the Premium payable under this Policy may at the option of the Society be increased by an amount (not exceeding five per centum of the Amount of Premium specified in the Schedule) to be notified in writing by the Society to the Assured and this Policy shall thenceforth take effect as if such increased Premium were stated in the Schedule.

7. Neither this Policy nor any bonus declared in respect thereof shall be assigned, encumbered or dealt with otherwise than is provided in the said Act and Regulations.

The Schedule.

Name of Assured	Sum Assured	Risk Commenced at the Beginning of	Amount of Premium	Number of Premiums payable in each year	Maturity Date	Date Policy Signed
				One		

Signed at Perth on the date shown in the Schedule.

For and on behalf of  
**AUSTRALIAN MUTUAL PROVIDENT SOCIETY**

Part B.

**FORM OF PURE ENDOWMENT POLICY.**

Australian Mutual Provident Society.

No. WO.....

Table DEBS.....

Western Australian Branch: St. George's Terrace, Perth.

This Policy is subject to the Provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Regulations thereunder. Sixty per cent. (60%) of the sum assured under the Scheme is re-assured equally with the undermentioned offices:—

- The Australasian Temperance and General Mutual Life Assurance Society Limited.
- The Colonial Mutual Life Assurance Society Limited.
- The Mutual Life and Citizens' Assurance Company Limited.
- The National Mutual Life Association of Australasia Limited.

In Pursuance of the Proposal for this Policy, which is hereby declared to be the basis of and shall be held to form part of this Contract, and in consideration of

- (a) the payment by the Assured whose name is set out in the Schedule hereto of the Premium specified in the said Schedule and on the days hereinafter specified in each year during the life of the said Assured up to but not including the anniversary of the date of commencement of risk coincident with or next preceding the Maturity Date specified in the said Schedule, and
- (b) the payment by the said Assured on the said anniversary of the date of commencement of risk (should the said Assured survive to that date) of a final sum of one twelfth of the said Premium for every complete month to elapse between the said anniversary of the date of commencement of risk and the said Maturity Date,

the Australian Mutual Provident Society (hereinafter called the Society) will (subject to the Conditions hereunder and any further Conditions endorsed hereon all of which shall be part of this Policy) on the said Maturity Date should the said Assured survive to that date pay to the said Assured or his/her Assigns the sum specified in the said Schedule together with any reversionary additions in force, or on the death of the said Assured if occurring before the said Maturity Date pay to his/her Executors, Administrators or Assigns a sum equal to the premiums that shall have been paid to the Society before such death (without interest) together with any reversionary additions in force, or a sum equal to the then surrender value of this Policy as fixed by the Society's Board of Directors if greater. The first Premium having been paid on or before the date of this Policy subsequent Premiums shall be payable on or before each anniversary of the date of commencement of risk specified in the said Schedule.

#### Conditions.

1. In any event no money shall become payable in respect of this Policy until proof of the identity, and survival or death of the Assured has been furnished to the satisfaction of the Society's Board of Directors and the Policy has been duly discharged.

2. This Policy shall be void and the benefits assured shall be forfeited, and all claims on or interest in the funds of the Society shall cease and determine and any Premiums paid in respect thereof shall be retained by the Society in any of the events specified under the following heads, that is to say:—

- (a) if the said Proposal shall be found to be fraudulently untrue in any particular;
- (b) if this Policy be released from the provisions of the said Act, and if the specified Premiums or any one of them shall be not duly paid on the days specified or within one calendar month thereafter; provided that if this Policy be kept in force for two (2) years from the commencement of the risk, the non-payment of any subsequent Premium shall not void the same so long as the surrender value, as fixed by the Board, after deduction of any loan or charge thereon, is sufficient for the payment of any such subsequent Premium. The Board may appropriate a sufficient portion of such surrender value towards the payment of any Premium due, and any sum so appropriated shall bear compound interest at such rate as the Board shall determine, and shall be a charge upon this Policy, and may be deducted from any moneys payable under this Policy.

3. The assets of the Society shall alone be liable under this Policy, and the Contract hereby made shall at all times and in all circumstances be subject to the Act of Incorporation and By-laws for the time being of the Society.



4. All moneys assured or contracted to be paid by this Policy shall be paid at the office or agency of the Society on the register kept in respect of which the Policy is for the time being entered and in the currency of the place at which such office or agency is situated, and all claims in respect thereof shall be made at such office or agency. All Premiums payable under this Policy shall be paid in like manner, or at such other office or agency as may be agreed between the Assured and the Society.

5. This Policy entitles the Assured his/her Executors, Administrators or Assigns of the Assured to participate in any surplus of the Society which may be distributed as reversionary additions to participating policies.

6. While this Policy is subject to the provisions of the said Act the Society will allow the Assured the option of paying each yearly Premium by equal instalments commencing on the date of commencement of risk. If this Policy be released from the provisions of the said Act this option shall cease, whereupon (unless the unpaid balance, if any, of the yearly Premium which then last became due is paid within fourteen days after the date on which such option shall have ceased) this Policy shall subject to the proviso to Condition 2 (b) become void and the benefits assured shall be forfeited, and all claims on or interest in the funds of the Society shall cease and determine and any Premiums paid in respect thereof shall be retained by the Society. Once the option has ceased it will not apply to any subsequent Premium without the consent of the Society.

7. Neither this Policy nor any bonus declared in respect thereof shall be assigned, encumbered or dealt with otherwise than is provided in the said Act and Regulations.

The Schedule.

Name of Assured	Sum Payable on Maturity Date	Risk Commenced at the Beginning of	Amount of Premium	Number of Premiums payable in each year	Maturity Date	Date Policy Signed
				One		

Signed at Perth on the date shown in the Schedule.

For and on behalf of

**AUSTRALIAN MUTUAL PROVIDENT SOCIETY.**

9. Clause 21 of Appendix III to the principal regulations is revoked and the following clause substituted:— **Appendix III amended.**

21. (1) The Committee shall arrange for each subscriber whose rate of wages is increased to the extent that his additional contributions in conjunction with the relative contributions of the Corporation would enable the purchase of additional assurance to the extent of fifty dollars (\$50), except within five years of retirement, the increased cover relative to the increase in the deductions from his wages.

(2) Where a subscriber is within five years of his age of retirement he may request the Committee to effect in his name additional assurance by way of a pure endowment policy of insurance to mature not later than five years after the date of commencement of the policy.