

APPLYING FOR A TPD PAYMENT TOTAL AND PERMANENT DISABLEMENT

14 March 2024

This information is about Media Super. It doesn't take into account your specific needs, so you should look at your own financial position, objectives and requirements before making any financial decisions. Read the relevant Product Disclosure Statement (PDS) and Target Market Determination to decide if Media Super is right for you. Call **1800 640 886** or visit mediasuper.com.au.

Insurance is issued under a group policy with our insurer, TAL Life Limited ABN 70 050 109 450 AFSL 237848.

United Super Pty Ltd ABN 46 006 261 623 AFSL 233792 as Trustee for the Construction and Building Unions Superannuation Fund ABN 75 493 363 262 offering Cbus Super and Media Super products (Cbus, Cbus Super and/or Media Super). Use of 'us', 'we', 'our' or 'the Trustee' is a reference to United Super Pty Ltd. Use of 'Fund' refers to Cbus Super Fund.

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Not being able to work is a scary prospect. We know you'll want financial security, so we aim to assess your claim as soon as possible.

This brochure will help you understand:

- if you might qualify for a TPD payment
- how to apply, and
- what happens after you submit your claim.

What's a TPD payment?

Total and permanent disablement (TPD) cover provides a safety net in the form of a lump sum payment for eligible members whose working life is cut short by injury or illness.

If you have TPD cover with Media Super and are totally and permanently disabled, you may be able to get a TPD payment.

A TPD payment can be made up of:

- **your super** (less any fees and taxes that apply), and
- **an insurance payment** (based on how much TPD cover you have and your age).



Are you covered?

Most Media Super members have some TPD cover. To see if you do:

- log into your account at mediasuper.com.au
- check your latest statement – note that your cover may have changed since the statement was issued, or
- call us on **1300 722 152**.

Your insurance cover needs to have been in place when you became disabled – see the next section on when you can claim. Unfortunately, you won't have any cover through Media Super if you're over 70.

To find out more about eligibility and when cover may stop, see the insurance guide for your membership, available at mediasuper.com.au/insurance or call us for a copy.

When can you make a TPD claim?

To receive a payment, you must have had TPD cover when you became disabled and our insurer must be satisfied that you meet the definition of total and permanent disablement in the insurance policy. Generally speaking, this means:

- you're unlikely to ever be able to work again in any job you're reasonably suited for (based on your education, training or experience when your claim is assessed), or
- you can't do certain activities anymore or you have a mental disorder that meets the TPD definition in the policy.

Check the definition on page 5 to see if it covers your situation.

Is there a waiting period?

Usually, you'll need to be off work because of your disability for at least three months in a row before your claim can be assessed. This is to ensure that claims are only made for serious injuries or illnesses that cause significant long-term disability, which is what TPD cover is for.

But if you have a specified medical condition the insurer will assess your claim straight away, without a waiting period. These conditions are listed on page 6.

Do you need a lawyer?

It's entirely your decision, but you should consider that:

- we aim to assist you through the process
- all claims are assessed fairly and reasonably on their merits, and most are paid
- timeframes and payment amounts are not influenced by legal representation
- we have a legal obligation to act in the best interests of our members, and
- lawyers' fees and disbursements may be considerable, so you should fully understand any costs involved when you engage a lawyer.

If you're terminally ill

If you have a terminal illness with a life expectancy of 24 months or less from when it was diagnosed, you may be able to get a terminal illness payment (including an insured amount if you have cover).

Please call us for information on how to apply, as this is a different application to a TPD claim.

What if you don't have insurance?

If you don't have TPD cover but can't work anymore due to illness or injury, you may be able to get access to your super because of permanent incapacity.

Our Claims team will let you know if this applies to you and explain what you need to do.

Over the past 3 years, we've approved
96% of all TPD claims*

We're here for you

We understand that if you need to make a claim you're already going through a lot.

Our Claims team will get to know your situation, talk you (or an appointed representative) through the process, and tell you what you need to do. If you have any concerns along the way, contact us.

If you need some help, call us on **1300 722 152** or you can email claims@mediasuper.com.au.

* Average Cbus Super TPD claim acceptance rate in the three years to 30 June 2023. Media Super merged with Cbus Super on 9 April 2022. Claims history before this date relates to Cbus Super only and does not include Media Super claims history.

How to apply

There are a few steps involved in making a claim, but we'll let you know what you need to do and will keep you updated on your claim's progress. If you have any questions along the way, contact us.

1: Call our Claims team on 1300 722 152

During this call, we'll talk to you about your situation and check if you might qualify for a payment. We'll ask you about:

- your illness or injury
- the name and contact details of the employer where you last worked
- when you stopped working.

After we have gathered your relevant information, we will send you a claim pack.



What does the Claims team do?

Our Claims team will help you understand the process and lodge your claim with the insurer. They'll work with you to ensure we have all the required information with the aim of assessing your claim as soon as possible.

If you have any questions, you can call our Claims team on **1300 722 152**.

3: Prepare your application

The next step is to supply some information so your claim can be assessed. Details will be in the letter we post or email to you. You'll need to:

- complete a claim form
- ask your doctor to complete a form about your condition and provide any medical reports, test results or other evidence to support your claim
- get a certified copy of your driver's licence (both sides) or your passport
- sign a form so the insurer can access information needed to assess your claim (such as medical records).

The insurer may contact your last employer to confirm how long you worked for them, the sort of work you were doing, and why you stopped working.



What's a certified copy?

To certify your documents:

1. **Make copies.** Remember to copy both sides if your ID is double-sided (for example, your driver's licence).
2. **Take the original documents and your copies to a post office or police station.** If you can't get to a post office or police station, see our *Identification requirements* brochure at mediasuper.com.au/id or call us to find out who else can certify your documents.
3. **Ask them to certify your copies.** They'll compare your original identification with the copies and certify them.
4. **Send us your certified copies.** Send your certified copies (not the originals) to us along with any other forms and documents we asked for. You can send certified documents to us in the post, or provide them to us in person by visiting a front counter or contacting your local Coordinator.

4: Check your application and send it to us

Before sending us your application, make sure:

- your doctor's form is fully completed and signed
- you've got everything we asked for in our letter (including certified copies of your ID), and
- you've signed any forms you needed to complete.

It could take time for your doctor to complete the form, so you might need to schedule an appointment to see them. We recommend contacting your doctor to understand their requirements. Please note there may be an additional fee for completing this form, which will be your responsibility to cover.

When you have everything ready, please scan and email or post your completed forms to our Claims team. (Any certified copies **must** be posted or provided to us in person.)

5: The insurer assesses your claim

The insurer will review the information they've received as quickly as possible, update you on progress and let you know if they need anything else to assess your claim. They may:

- ask for more information from you, your doctors or your former employer, or
- make an appointment for you to see another doctor – the insurer will pay for this, but if you miss your appointment you may have to pay a non-attendance fee.

In some situations, you'll be asked to review the information that's being used to assess your claim. You'll also be given the chance to provide any further medical or other evidence that could help support your claim for the insurer to consider.

6: The insurer decides and we review

Based on the information provided, the insurer will decide your eligibility for cover and if they're satisfied that you meet the TPD definition in the insurance policy. They'll advise us of their decision to accept, defer or decline your claim.

- **Accept:** If your claim is accepted, any insurance payment will go into your super account and we'll write to you to confirm the details and ask how you'd like to be paid. You can choose to:
 - have the whole amount paid into your bank account
 - keep some or all of the payment in your Media Super account, or
 - transfer some or all of the payment to a Cbus Super Income Stream account or another approved super fund.In some cases, you may need to provide another medical certificate at this stage before we can release your payment. We'll let you know if this applies to you.
- **Defer:** The insurer may decide to defer your claim for a period if they believe more time is needed to determine the full extent of your disability and whether it's permanent. For example, they may do this if you need to have surgery, or your doctor feels your condition is likely to improve over time with treatment. They'll review your claim again at the end of this period.
- **Decline:** If we agree with the insurer's decision to decline your claim, we'll write to you to explain why.



What if we disagree with the insurer's decision?

If the insurer believes your claim should be deferred or declined, we'll independently review your claim and form our own opinion. The role of this review is to ensure the insurer's decision is fair and reasonable and complies with our insurance policy, trust deed and super laws.

If we disagree with the insurer's decision, we may ask them to reconsider the claim or ask for further medical evidence.

7: We'll tell you the final decision

At the end of the review, we'll write to you to tell you if your claim has been accepted, deferred or declined. If you disagree with the decision or you're not happy with how your claim has been managed, you can ask for a review or lodge a complaint – see page 8 for details.



About your payment

If your TPD claim is successful, the money will go into your super account and be invested in the same investment options as the rest of your super. We'll then get in touch to let you know:

- how you can withdraw some or all of your insurance payment and super
- how withdrawals will be taxed, and
- any ongoing conditions you'll need to meet for withdrawals after 12 months from payment of the insured benefit.

Once your payment is approved, you won't have any more cover through Media Super. This means you or your family won't be eligible for any other insurance payments (including for death, terminal illness or TPD). But if you die or are diagnosed with a terminal illness within 14 days of the insurer making a TPD payment and you have more death cover than TPD, we'll pay the death cover amount less the TPD amount already paid.

Insurance premiums will stop being deducted from your account the day we receive your TPD payment from the insurer.

You should get financial advice

We recommend you seek financial advice to understand the implications for you, including how you'll be taxed. It's important to understand your options and how a TPD payment may affect other potential benefits such as Centrelink payments.

Call us on **1800 640 886** or go to **mediasuper.com.au/advice** for more information.

What does TPD mean?

The TPD definition is in two parts. The part that applies to you depends on whether you were working before you became disabled:

Part 1 – Unlikely to return to work	<p>This applies if immediately before your date of disablement you were:</p> <ul style="list-style-type: none">■ in full-time, part-time or casual work (or on employer-approved leave)■ self-employed and had done some paid work in the past 24 months, or■ unemployed for less than 24 months. <p>You'll be considered totally and permanently disabled if:</p> <ul style="list-style-type: none">■ you can't do your usual occupation because of injury or illness for three months in a row, and■ in the insurer's opinion (based on medical and other evidence) you're unlikely ever to be able to do any regular remuneration work for which you're reasonably suited, taking into account your education, training or experience when your claim is assessed. <p>The three-month waiting period doesn't apply if you have a specified medical condition.</p>
Part 2 – Everyday work activities or psychiatric impairment	<p>This applies if part 1 doesn't apply. You'll be considered totally and permanently disabled if:</p> <ul style="list-style-type: none">■ you have a mental disorder (as defined below), or■ an injury or illness stops you from being able to do at least two of the five everyday work activities listed below without help from another adult (even if using appropriate aids) for at least 12 months in a row and the insurer believes you're likely to need another adult's help for the rest of your life to do at least two of these activities. <p>The 12-month waiting period doesn't apply if you have a specified medical condition.</p> <p>In either case you must also be:</p> <ul style="list-style-type: none">■ getting regular care from a doctor (or for a mental disorder, from a psychiatrist) for your injury or illness, and■ in the insurer's opinion (based on medical and other evidence), unlikely ever to be able to do any regular remuneration work for which you're reasonably suited taking into account your education, training or experience when your claim is assessed. <p>Everyday work activities are:</p> <ol style="list-style-type: none">1. Mobility – you can't:<ul style="list-style-type: none">– walk more than 200m on a level surface without stopping due to breathlessness, or– bend, kneel or squat to pick something up from the floor and straighten up again and get in and out of a standard sedan car.2. Communicating – you can't:<ul style="list-style-type: none">– speak in your first language so that you're understood in a quiet room and hear an instruction in your first language said in a normal voice in a quiet room (even with a hearing aid), or– understand a simple message in your first language, and relay that message to another person.3. Vision – you can't read ordinary newsprint and pass the standard eye test for a car licence (even with glasses or contact lenses).4. Lifting – you can't lift, carry or move a 5kg object with your hands.5. Manual dexterity – you can't manipulate small objects precisely with your hands or fingers (such as pick up a coin, tie shoelaces, button a shirt, use cutlery or write a short note with a pen or keyboard). <p>A mental disorder is one that:</p> <ul style="list-style-type: none">■ has been diagnosed by a psychiatrist under the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) issued by the American Psychiatric Association (or a similar diagnostic tool determined by the Royal Australian and New Zealand College of Psychiatrists Board)■ your psychiatrist believes won't improve, and■ has been assessed by a psychiatrist appointed by our insurer as having an impairment of 19% or more on the Psychiatric Impairment Rating Scale.
When is your date of disablement?	<p>With reference to the relevant part of the TPD definition, date of disablement means:</p> <ul style="list-style-type: none">■ for part 1: the date you were diagnosed with a specified medical condition or the date you first couldn't do your usual occupation for three months in a row, or■ for part 2: the date you were diagnosed with a mental disorder (as defined above) or the date you first couldn't do at least two of the five everyday work activities listed above for 12 months in a row or because of a specified medical condition. <p>To be eligible for a TPD payment, you must be insured under the policy on your date of disablement and meet part 1 or part 2 of the TPD definition.</p>

What sort of work are you reasonably suited for?

What counts as suitable work will be:

- based on any education, training or experience you've had up to when your claim is assessed, and
- determined when the insurer has enough evidence to make a decision.

If you only need minimal retraining for work to be suitable, that work will be considered to be within your education, training or experience.

What does 'unlikely ever' mean?

You'll be considered unlikely ever to engage in regular suitable work if, after reviewing all available relevant information, we and the insurer are satisfied that your prospects of being able to do this sort of work again are no better than remote or speculative.

In other words, the insurer must believe there's no real chance that you'll return to work that suits your education, training or experience.

How often do you need to see your doctor?

You need to be under the regular care and attention of a doctor for your injury or illness. In most cases, this means you'd need to be seeing your doctor at least once a month, but the insurer may make an exception if it's clear that your condition doesn't require active medical management.

If relevant, your treating doctor will also provide medical evidence to help determine if your condition stops you from doing at least two of the five everyday work activities listed above and if this is likely to continue. The insurer may also arrange a test to measure your ability to do these tasks (known as a functional capacity evaluation) if they feel it's needed.

Specified medical conditions*

If you've been diagnosed with one of these conditions your claim can be assessed straight away, without the need for a waiting period:

Advanced heart failure (including cardiomyopathy)	The persistent and irrecoverable failure of cardiac function resulting in severe symptoms to the degree of at least New York Heart Association functional class III and interfering with daily life despite maximum evidence-based medical therapy.
Advanced rheumatoid arthritis with significant permanent impairment	Definitively diagnosed severe rheumatoid arthritis confirmed by a consultant rheumatologist, causing at least one of: <ul style="list-style-type: none"> ■ permanent rheumatoid joint deformity supported by radiographic evidence of bone destruction and erosion, typical of severe rheumatoid arthritis ■ permanent and irreversible inability to do at least two of the activities of daily living listed on page 7, or ■ permanent whole person impairment of at least 25% attributable to the condition. <p>The diagnosis must be consistent with the latest American College of Rheumatology (ACR) / European Alliance of Associations for Rheumatology (EULAR) classification criteria for rheumatoid arthritis. Degenerative osteoarthritis and all other forms of arthritis are excluded.</p>
Blindness (permanent)	The permanent and irrecoverable loss of sight (whether aided or unaided) in both eyes as a result of illness or injury to the extent that visual acuity on a Snellen scale after correction by suitable lenses is less than 6/60 or the visual field is reduced to 20 degrees or less of arc.
Chronic lung failure (on permanent oxygen therapy)	End-stage chronic lung disease with a consistent pulmonary function test result of: <ul style="list-style-type: none"> ■ FEV1 less than 60% predicted, or ■ a DLCO less than 60% predicted, and ■ requiring permanent oxygen therapy.
Deafness (permanent)	The irrecoverable profound loss of all hearing in both ears, resulting in an auditory threshold of 91 decibels or more, averaged at frequencies of 500, 1000 and 3000 hertz, both natural and assisted, as a result of illness or injury. The condition must be diagnosed by an appropriate specialist doctor.
Dementia including Alzheimer's disease (permanent)	The unequivocal diagnosis of dementia by an appropriate specialist doctor. The diagnosis must confirm dementia or Alzheimer's disease due to permanent failure of brain function with associated cognitive impairment. A Mini-Mental State Examination score of 24 or less out of 30 is required.
Idiopathic pulmonary arterial hypertension (of specified severity)	Idiopathic pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in permanent impairment to the degree of New York Heart Association functional class III or above.
Loss of use of limbs (permanent)	The total and permanent loss of function of two or more limbs through illness or injury causing permanent damage to the nervous system. This includes, but is not limited to quadriplegia, paraplegia, diplegia and hemiplegia.
Major head trauma (with permanent neurological deficit)	Accidental head injury resulting in neurological deficit causing: <ul style="list-style-type: none"> ■ permanent whole person impairment of at least 25%; or ■ the total and permanent inability to do any activities of daily living listed on page 7.
Motor neurone disease (with worsening neurological deficit)	Progressive neurological disorders that destroy motor neurons, unequivocally diagnosed by an appropriate specialist doctor based on motor neuron signs and progression of symptoms over time. The diagnosis must be supported by neurophysiological tests and the exclusion of other causes by imaging and appropriate investigations.
Multiple sclerosis (with persisting neurological abnormalities)	A disease characterised by demyelination in the brain and/or spinal cord, unequivocally diagnosed by an appropriate specialist doctor. There must be more than one episode of well-defined neurological deficit resulting in persisting neurological abnormalities, or progressive worsening of neurologic function. Neurological investigations, such as a lumbar puncture, MRI (magnetic resonance imaging) evidence of lesions in the central nervous system, evoked visual responses, and evoked auditory responses, are required to confirm diagnosis.
Muscular dystrophy	The unequivocal diagnosis of muscular dystrophy by an appropriate specialist doctor. The diagnosis must be supported by appropriate clinical investigations, including a genetic test, muscle biopsy or electromyography.
Parkinson's disease	The unequivocal diagnosis of degenerative idiopathic Parkinson's disease by an appropriate specialist doctor, caused by degeneration of the nigrostriatal system and characterised by the clinical manifestation of bradykinesia in combination with rigidity or rest tremor (or both). The condition must also have interfered with movement despite maximum evidence-based medical therapy.
Severe burns	Tissue injury caused by thermal, electrical or chemical agents causing full thickness burns to at least: <ul style="list-style-type: none"> ■ 20% of the body surface area as measured by the Lund and Browder body surface chart ■ 50% of both hands, requiring surgical debridement and/or grafting, or ■ 50% of the face, requiring surgical debridement and/or grafting.
Speech loss	The total and irrecoverable loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply or the speech centres of the brain. The loss must be certified by an appropriate specialist doctor.

*The insurer may review and change these conditions from time to time, but you won't be disadvantaged by this.

Different definitions may apply depending on your date of disablement. Call us if you'd like more information.

What are 'activities of daily living'?

Activities of daily living are:

- **Bathing** – The ability to wash yourself in the bath or shower without the physical assistance of another person. You'll be considered able to bathe yourself if you can do these tasks using equipment or adaptive devices.
- **Dressing** – The ability to put on and take off all garments without the physical assistance of another person. You'll be considered able to dress yourself if you can do these tasks using modified clothing or adaptive devices such as tape fasteners or zips.
- **Feeding** – The ability to get food from a plate into your mouth without the physical assistance of another person, once the food has been prepared. You'll be considered able to feed yourself if you can do these tasks using assistive devices such as modified utensils and adaptive dinnerware.

- **Toileting** – The ability to get on and off the toilet and clean yourself without the physical assistance of another person. You'll be considered able to toilet yourself if you can care for your stoma or catheter or use adaptive devices to do this task.
- **Mobility** – The ability to move in and out of a bed and chair without the physical assistance of another person. You'll be considered mobile if you can do these tasks using motorised equipment and supportive devices such as bed rails, grab bars, walkers, transfer platforms and canes.

How is whole person impairment assessed?

Whole person impairment is a way of measuring a person's degree of impairment as a result of injury. The extent of impairment is expressed as a percentage of the functional capacity of an uninjured healthy person, based on the *American Medical Association's Guides to the Evaluation of Permanent Impairment*.



If you'd like a review

We strive to provide great service to our members and resolve any issues as quickly as possible. So if you're not happy with how your claim was managed or the final decision, it's important we hear from you.

1. Tell us your complaint

- Online: mediasuper.com.au/complaint
- Call: **1800 640 886**
- Write to:
Complaints Officer
Media Super
PO Box 24231
Melbourne 3001

2. We'll investigate

- We'll investigate your complaint, making sure it's dealt with fairly and promptly.
- We may also ask you to provide more information so we can fully understand the issues you're not happy about.

3. We'll let you know the outcome

- In most cases, we'll write to you to let you know the outcome of our review, the reasons for our decision and what else you can do if you're still not satisfied.
- If your concerns are resolved by phone within five days of receiving your complaint, we won't follow up with a written response unless you ask for one.

You can also lodge your complaint with the Australian Financial Complaints Authority (AFCA).

Write to: AFCA, GPO Box 3, Melbourne VIC 3001

Call: **1800 931 678**

Email: info@afca.org.au

Visit: afca.org.au

For more about the complaint process and the timeframes that apply, go to mediasuper.com.au/complaint or call us.



Need some help? Contact us



claims@mediasuper.com.au
mediasuper.com.au



1300 722 152 8am to 5.30pm (AEST/AEDT)
Monday to Friday



Visit us in person in Adelaide, Brisbane, Melbourne, Perth and Sydney.
Details: mediasuper.com.au/contact



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