

# INSURANCE GUIDE PERSONAL

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### About this guide

The information in this guide is about insurance in Media Super Personal. The information is general in nature and does not take into account your specific needs. You should consider your own financial position, objectives and requirements before making any financial decisions. Read the relevant Product Disclosure Statement (PDS) to decide whether Media Super is right for you. Also read the relevant Target Market Determination at [mediasuper.com.au/tmd](https://mediasuper.com.au/tmd).

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

# Types of cover we offer





Some words (such as **active employment** and **new events cover**) have specific meanings. Please read the definitions starting on page 18 to make sure you understand how they're used and what's covered.

## Types of cover we offer

Insurance cover is essential in providing financial protection and security to you and your family.

Media Super Personal members can apply for:

### Death cover (including terminal illness cover)

Death cover can provide a lump sum payment to your dependants if you die. It can also provide you with a lump sum if you're diagnosed as terminally ill with a life expectancy of 24 months or less.

### Total and permanent disablement (TPD) cover

TPD cover can provide you with a lump sum if you're permanently disabled by injury or illness and unlikely to ever work again.

## When cover starts

Your cover will start from the day the insurer accepts your application, as long as you have at least \$250 in your Media Super account within 31 days from that date.

## How to apply for cover

You can apply for insurance cover online by logging into your account at [mediasuper.com.au/login](https://mediasuper.com.au/login) or by completing a *Change my insurance: Personal Super* form, available at [mediasuper.com.au/forms](https://mediasuper.com.au/forms) (or call us for a copy).

You'll need to tell us about your health when you apply and our insurer may ask you for more information, like medical tests or financial details, to help them assess your application.

If you already have insurance elsewhere, you can apply to transfer your existing cover from another super fund or insurance policy. Just log into your account or complete the relevant form.

# Changing your cover



## How you can change your death and TPD cover

You can change your cover to make sure it better suits your particular circumstances, by:

- applying for or increasing your death and TPD cover
- decreasing or cancelling cover

Your death and TPD cover are not bundled. This means that you can have different levels of death and TPD cover, or, if you don't need one type of cover you can cancel it and keep the other.

Unfortunately, you can't increase your cover if at the time you of changing your cover:

- you've reached age 70
- you've received a total and permanent disablement or terminal illness payment from a super fund or insurance policy, or you're currently making a claim for or entitled to one, or
- you have a terminal illness with a life expectancy of 24 months or less.

## Decreasing or cancelling cover

You can easily reduce or cancel some or all of any cover you have whenever you like, in a few different ways:

- log into your account at [mediasuper.com.au/login](https://mediasuper.com.au/login), navigate to the *Insurance* page, click *Go to Insurance Online* (or *Update your insurance* if you're on mobile), and then select either *Change your insurance* or *Cancel cover*. This is usually the easiest option.
- complete and return the *Change my insurance: Personal* form available from our website [mediasuper.com.au/forms](https://mediasuper.com.au/forms), or
- if you only want to cancel your cover, you can do that by calling us on **1800 640 886**.

We'll decrease or cancel your cover effective from the date that we receive the request from you.

If you cancel your cover:

- within the first 14 days since we told you that your cover has started, then it will be deemed never to have started and we'll refund you all the premiums paid (unless you've made or are making a claim for a benefit already)
- you won't be able to make a claim for events or conditions that happen after your cover was cancelled
- we'll deduct insurance premiums from your account up to the date you cancel your cover and then you'll stop paying insurance premiums
- if you change your mind and want cover later, you'll need to provide detailed health and other information for our insurer to consider, and you may not be approved for cover.

## Increasing cover

You can apply to increase your cover at any time:

- log into your account, go to the *Insurance* section, click *Go to Insurance Online*, and then select *Change your insurance*
- complete and return the *Change my insurance: Personal Super* form available from our website [mediasuper.com.au/forms](https://mediasuper.com.au/forms).

When you apply to increase your cover, you'll need to provide the insurer with personal information including about your health and finances. The insurer may ask you for more information or medical tests to help them assess your application. Once the insurer has considered your application, they will either:

- accept the cover
- accept the cover with conditions such as exclusions and loadings
- decline the cover.

If your application is approved, we'll let you know the details of your new cover.

## When your new cover will start

When your new cover starts will depend on whether you already have cover or not:

- if you already had the same type of cover, then the increase will apply from the date approved by the insurer, or
- cover will start on the date approved by the insurer, provided you have at least \$250 in your super account within 31 days of the date your application is approved by the insurer.

You can change your mind later and decide to cancel your increased cover. If you ask us to cancel your increased cover within 31 days, then the increased cover will be deemed never to have started. We'll refund all premiums paid in respect of that cover (unless you've made a claim) and you won't be able to make a claim for the increased cover.

## Maximum cover

You can apply for cover up to these limits:

- Death cover: \$5 million
- TPD cover: \$3 million

Our insurer may not approve you for the full amount of cover you apply for; these are just the absolute maximum levels of cover available.

## Transferring your cover from another fund

You can apply to transfer existing death or TPD cover that you have with another super fund or life insurer into your Media Super account.

To be able to transfer cover, you must:

- be in active employment when you apply
- not be making a claim for, entitled to, or have been paid a total and permanent disablement or terminal illness benefit from any superannuation fund or life insurer
- not have been diagnosed with a terminal illness
- not have a premium loading on your other cover.

## How much can you transfer?

You can apply to transfer amounts up to the following limits:

- for death cover (including terminal illness): you can transfer up to \$2 million, but your total death cover with Media Super can't be more than \$5 million
- for TPD cover: you can transfer up to \$2 million, but your total TPD cover with Media Super can't be more than \$3 million.

## What cover will you get?

If accepted, your transferred cover will be added to any cover you already have with Media Super, as long as the total amount doesn't exceed the limits outlined in the previous section.

You'll receive units of cover to replace the amount of death and TPD cover you transferred (rounded up to the next whole unit).

Your transferred cover will be based on the same occupation category on your account at the time of transfer. You should check the occupation category we have recorded for you before you complete the transfer. To change your occupation category, log into your account or complete the *Change my insurance* form for your division, available at [mediasuper.com.au/forms](https://mediasuper.com.au/forms).

### How to transfer your cover

1	Leave your other cover in place – don't cancel it yet.
2	Log into your account at <a href="https://mediasuper.com.au/login">mediasuper.com.au/login</a> , go to the <i>Insurance</i> page and complete your transfer request online. If you prefer, you can complete the <i>Transfer my other insurance</i> form.
3	Submit your application to us, along with a copy of your most recent annual statement or other proof from your other super fund or life insurer that shows the type and amount of cover you have, and any exclusions that apply.
4	Our insurer will assess your application and write to you to confirm if the transfer is accepted or not.
5	If it's accepted, you'll have 14 days from the date we notify you to cancel your other insurance policy.

## The duty to take reasonable care



When you apply for or change your insurance cover, you need to take care when answering questions. Not taking appropriate care when answering questions for the insurer may mean that you can't claim on your cover. Your full duty is explained below.

### The duty to take reasonable care

When you apply for insurance, you're treated as if you are applying for cover under an individual consumer insurance contract.

A person who applies for cover under a consumer insurance contract has a legal duty to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into.

A misrepresentation is:

- a false answer
- an answer that is only partially true
- an answer which does not fairly reflect the truth.

This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

### If you don't meet your duty

If you don't meet your legal duty, this can have serious impacts on your insurance. Under the *Insurance Contracts Act 1984 (Cth)* there are a number of different remedies that may be available to the insurer. They are intended to put the insurer in the position it would have been, if the duty had been met. For example, the insurer may:

- avoid the cover (treat it as if it never existed)
- vary the amount of the cover
- vary the terms of the cover.

Whether the insurer can exercise one of these remedies depends on a number of factors, including:

- whether reasonable care was taken not to make a misrepresentation (this depends on all of the relevant circumstances)
- what the insurer would have done if the duty had been met – for example, whether it would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent
- and in some cases, how long it has been since the cover started.

Before any of these remedies are exercised, the insurer will explain the reasons for its decision, how to respond and provide further information, and what you can do if you disagree.

### Guidance for answering questions in your applications

You're responsible for the information provided to the insurer. When answering questions:

- Think carefully about each question before you answer. If you're unsure of the meaning of any question, please ask us before you respond.
- Answer every question.
- Answer truthfully, accurately and completely. If you're unsure about whether or not you should include information, please include it.
- Review your application carefully before it's submitted. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections) before the application is submitted.

Please note that there may be circumstances where the insurer later investigates whether the information given to it was true. For example, it may do this when a claim is made.

### Changes before your cover starts

Before your cover starts, the insurer may ask you whether the information that has been given as part of your application for insurance remains accurate or whether there has been a change to any of your circumstances. As any changes that occur between when you complete your application and when your cover starts might require further assessment or investigation, it could save time if you let us or the insurer know about any changes when they happen.

### If you need help

It's important that you understand your obligations and the questions that are being asked. Please contact us for help if you have difficulty understanding the process of obtaining insurance or answering any questions.

Please also let us know if you're having difficulty due to a disability, understanding English or for any other reason – we're here to help and can provide additional support.

# The cost of cover



## Cover and cost per unit of death and TPD cover

Age	Death		TPD	
	Cover per unit	Weekly cost	Cover per unit	Weekly cost
15 - 19	\$33,900	\$0.2604	\$12,500	\$0.1212
20 - 24	\$38,400	\$0.2604	\$12,500	\$0.1212
25 - 29	\$42,500	\$0.2604	\$12,500	\$0.1212
30 - 34	\$38,600	\$0.2604	\$10,000	\$0.1212
35 - 39	\$29,000	\$0.2604	\$10,000	\$0.1212
40	\$21,700	\$0.2604	\$8,000	\$0.1212
41	\$19,700	\$0.2604	\$8,000	\$0.1212
42	\$17,900	\$0.2604	\$8,000	\$0.1212
43	\$16,200	\$0.2604	\$8,000	\$0.1212
44	\$14,800	\$0.2604	\$8,000	\$0.1212
45	\$13,500	\$0.2604	\$7,000	\$0.1212
46	\$12,100	\$0.2604	\$7,000	\$0.1212
47	\$10,900	\$0.2604	\$7,000	\$0.1212
48	\$9,800	\$0.2604	\$7,000	\$0.1212
49	\$8,800	\$0.2604	\$7,000	\$0.1212
50	\$7,800	\$0.2604	\$5,000	\$0.1212
51	\$7,000	\$0.2604	\$5,000	\$0.1212
52	\$6,300	\$0.2604	\$5,000	\$0.1212
53	\$5,700	\$0.2604	\$5,000	\$0.1212
54	\$5,300	\$0.2604	\$5,000	\$0.1212
55	\$4,800	\$0.2604	\$4,000	\$0.1212
56 - 69	\$4,000	\$0.2604	\$4,000	\$0.1212

### When we deduct the cost of cover from your account

We deduct the cost of your cover monthly, generally on the last Friday of each month. If you close your account during the month, we'll calculate and deduct the cost of your cover when we close your account.

You can see the cost of insurance cover deducted from your account online or on your annual statement.

## How premiums are calculated

The cost of your insurance cover (also known as premiums) is calculated based on the number of units you have. While the cost of each unit of cover is the same regardless of your age, the amount of cover provided by each unit will gradually decrease as you age.

You can check the cost of your cover any time by logging into your account and navigating to the insurance page. You can also see the transactions on your account, including the cost of insurance cover being deducted.

### For example

Adrian is 32 years old has 6 units of death cover and 6 units of TPD cover. The total weekly cost of Adrian's cover is calculated as:

- Death cover: 6 units x \$0.2604 per unit = \$1.56
- TPD cover: 6 units x \$0.1212 per unit = \$0.73
- Total weekly cost = **\$2.29**

## Insurance Loyalty Rebate

You're entitled to a rebate on your future insurance premiums if you held insurance cover for any period of time, and you first activated the insurance cover more than 10 years ago.

The rebate is:

- 2% of insurance premiums if your cover was first activated 10 to 19 years ago, or
- 4% of insurance premiums if your cover was first activated 20 or more years ago.

If you were formerly a member of Media Super and became a member of Media Super on 9 April 2022, we'll determine your eligibility using the date you originally joined Media Super. If you were an accumulation member of the former EISS fund and became a member of Media Super on 12 May 2023, we'll determine your eligibility using the date you originally joined EISS.

If you're eligible for the rebate, we'll automatically credit it to your account when we deduct your insurance premiums. You'll be able to see the rebate reflected in your account online and on your annual statement.

## Ways you can manage the cost of your cover

There are a few things you can do if you want to reduce how much your cover costs:

1. Reduce your amount of cover. You can ask us to reduce the number of units of death cover or TPD cover you have if you don't need as much cover.
2. Cancel cover you don't need. If you don't have dependants, you may not need death cover. Similarly, if you have a larger account balance or other assets outside super, you may not need TPD cover. Our insurance needs calculator can help you figure out how much cover you actually need, so you're not paying for cover you don't. Go to [mediasuper.com.au/calculators](https://mediasuper.com.au/calculators).

# Important information



## When cover stops

Any death or TPD cover you have stops when any of the following happen:

- you stop being a Media Super member
- you cancel your cover
- our insurer approves your claim for a TPD or terminal illness payment
- you turn 70 (all cover)
- you join the armed forces of any country (except the Australian Defence Force Reserves, as long as you're not on active duty outside Australia)
- you don't have enough super in your account to pay your premiums. Cover will stop at the end of the month when you run out of money to pay for it
- your account becomes inactive (it hasn't received any amounts for 16 months) and you haven't elected to keep your cover
- you die.

## Keep your cover even if your account is inactive

Unless you've told us you want to keep your cover, death and TPD cover will stop once your account becomes inactive. Your account is inactive when it has received no contributions (such as personal contributions or rollovers) for 16 months.

We can keep you covered if you tell us you want to keep your insurance by making an election online at [mediasuper.com.au/opt-in](https://mediasuper.com.au/opt-in) or on the *Change my cover: Personal* or *Keep my insurance cover* forms.

Asking us to keep your insurance doesn't lock you into a specific level of cover. It simply prevents any current and future cover stopping after your account becomes inactive. You can change your mind and cancel your cover at any time.

If you haven't elected to keep your cover, it will stop at the end of the day once your account becomes inactive, unless it has already stopped for another reason listed on this page.

## Reinstating cover

You can't reinstate cover if it has ceased. You'll need to apply for new cover.

When you apply for cover, you'll need to provide the insurer with personal information including about your health and finances. The insurer may ask you for more information or medical tests to help them assess your application. Once the insurer has considered your application, they'll either:

- accept the cover
- accept the cover with conditions such as exclusions
- decline the cover.

## When your account will be automatically transferred to Media Super Industry

If you start receiving contributions from your employer, your account will be automatically transferred to Media Super Industry. How this impacts your insurance will depend on whether or not you've had cover before:

- **You have cover** - Your cover with Media Super Industry will start on the day of the transfer. You'll receive the same type (death and/or TPD) and amount of cover you had with Media Super Personal.
- **You had cover but it has stopped** - Provided that you're eligible and have enough in your account to pay the premiums, you'll receive automatic cover through Media Super Industry. You can find details about the automatic cover provided through Media Super Industry and when that cover will start in the *Insurance guide (Industry)*.
- **You've never had cover or have cancelled it** - You won't receive any insurance cover with Media Super Industry unless you apply for it and the insurer approves your application.

## If you have more than one account

We have processes in place to try and avoid creating new (duplicate) accounts if you've already got an account with Media Super or Cbus Super. However, if we do identify that you have more than one account across either Media Super or Cbus Super, then we will:

- review and update your insurance cover based on what you're entitled to (this may include removing cover you've received automatically that you're not eligible for), and
- refund any insurance premiums paid for cover that you're not eligible for.

We may also combine your super accounts, usually into your oldest account, and refund any duplicate administration fees you've paid. Any changes will be shown on your next annual statement.

## When a claim won't be paid

If we identify a duplicate account for you when you make a claim, then our insurer will check if you're eligible for any automatic cover you have. If you weren't eligible for automatic cover, then:

- your claim won't be paid
- we'll remove the cover from your account
- we'll refund any insurance premiums back to you.

# Making a claim



## How to make a claim



To make a claim, call our claims team on **1800 640 886**. We'll be able to help you through the claim process and send you the right forms by post or email.

For more information on applying for a payment read the relevant fact sheet for your cover, available at [mediasuper.com.au/forms](https://mediasuper.com.au/forms), under *Insurance - Death, TPD and IP cover - Documents*.

## Claiming a death benefit

### How a death benefit is paid

If you die, your dependants (such as your spouse or children) or your legal personal representative can receive your death benefit which is made up of your super account balance plus any death cover you had when you died.

When we're notified of your death, we'll lodge the claim for your death cover with our insurer. Any claim for death cover that the insurer pays will be paid as a lump sum directly into your super account and will be distributed as part of your death benefit.

### Nominating beneficiaries

Your super doesn't automatically become part of your estate when you die, even if there are instructions in your will. That's why it's important to nominate at least one beneficiary to receive your super.

When you die, we'll decide who receives your super and any associated insurance benefits, in accordance with Fund rules and superannuation law.

Taking steps now to let us know your wishes can make it easier for the loved ones you leave behind.

The simplest way to do this is to make a binding death benefit nomination.

### Binding nominations

A binding nomination is a written instruction from you on who we should pay your death benefit to. Benefits include:

- **It's legally binding.** If your binding nomination is valid, then it's legally binding on us and we must pay your death benefit to the person or people you've nominated.
- **It saves time.** Because we save time figuring out who to pay your super to, we can pay out your super faster.
- **Support your loved ones.** Rest assured that your super will go to the people you want to have it.

Binding nominations must be signed and witnessed by two people who are not named as beneficiaries. You can make a binding nomination on your account by completing the *Binding death benefit nomination* form available from [mediasuper.com.au/binding](https://mediasuper.com.au/binding).

Nominations expire after three years, so you'll need to renew your nomination if you want it to continue. If you want to renew an existing binding nomination you should complete the *Renew your binding death benefit nomination* form available from [mediasuper.com.au/renewbinding](https://mediasuper.com.au/renewbinding).

## Who you can nominate

Not everyone can be nominated as a beneficiary, so it's important to know who is eligible to receive your super. You can nominate:

### A dependant

- your current spouse (including a de-facto spouse or partner of the same sex),
- your child/children (including adopted or step children),
- someone you're in an interdependency relationship with, or
- someone who is financially dependent on you.

Any person you nominate must still be a dependant when you die for your nomination to remain valid.

### Your legal personal representative (LPR)

- the executor of your will, or
- the court appointed administrator if you don't have a will.

This option may suit you if you want your super to go to someone who doesn't fit within the definition of a dependant, such as a parent, sibling or close friend. You can include them in your will and nominate your legal personal representative as a beneficiary.

## If you don't make a binding nomination

If you don't make a binding nomination, we must decide who your death benefit is paid to in accordance with the law and the Cbus Super trust deed.

If you haven't nominated any beneficiaries and you die, your death benefit will be paid to either your current spouse, your children or your estate.

### If you have a current spouse

- We'll pay your entire benefit to your current spouse (including same-sex, married or de-facto).

### If you don't have a current spouse

- Your benefit will be divided equally among your children (including adopted and outside of marriage).

### If you don't have a current spouse or any children


- Your benefit will be paid to your estate.

In special circumstances, where we're not able to pay your benefit to your estate, your death benefit may be transferred to the ATO.

## Non-binding nominations

These nominations aren't legally binding but we'll consider who you've nominated. The final decision on who to pay your super to will be made by us in accordance with Fund rules and superannuation law.

It can be difficult and time-consuming for super funds to decide who should get your death benefit. Lots of people in your life may make a claim for your death benefit payment, and we consider all perspectives to make the fairest decision.

 You can make or update a non-binding nomination online by logging into your member account.

## Claiming a terminal illness benefit

If you're diagnosed with a terminal illness, you can apply for a terminal illness (TI) benefit. This would be made up of your super account balance plus an advance of any death cover you have (up to the limits on this insured component).

For the insured component, any amount paid due to a terminal illness is limited to a maximum of \$3 million. If you have more than \$3 million of death cover, the rest can be paid to your beneficiaries as a residual death payment as long as you're still a member when you die, and premiums are paid until then.

Any claim for death cover that the insurer accepts will be paid as a lump sum directly into your super account and will form part of your overall TI benefit.

You'll qualify for a TI benefit if:

- two doctors approved by our insurer believe your illness is likely to lead to your death within 24 months,
- one of the doctors is a specialist in your condition, and
- you had death cover when your illness was diagnosed.

All your insurance cover will stop once you receive a TI benefit, except death cover where a residual death benefit applies (cover above \$3 million). See our *Applying for a terminal illness payment* fact sheet at [mediasuper.com.au/forms](https://mediasuper.com.au/forms) or call us for more information.



If your claim for a TI benefit isn't approved, you may still qualify for a TPD benefit (if you're totally and permanently disabled and have TPD cover) or permanent incapacity benefit (if you're disabled but don't have TPD cover).

## Claiming a TPD benefit

You'll need to make a claim and our insurer will assess whether you qualify for a TPD benefit against the definitions of disablement in our group insurance policy. If you do qualify, your benefit will be made up of the value of your TPD cover (which will go into your super account), and the value of your super (less any fees and taxes that apply). 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.

See our *Applying for a TPD payment* fact sheet at [mediasuper.com.au/forms](https://mediasuper.com.au/forms) or call us for more information.

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.

## Definition of disablement

To be eligible for a TPD payment, you must be insured under the policy on your date of disablement. The definition of disablement has two parts:

### Part 1 - Unlikely to return to work

Part 1 applies if immediately before your date of disablement you were:

- in full-time, part-time or casual work (or on employer-approved leave),
- self-employed and had engaged in some paid work in the past 24 months, or
- unemployed and had been for less than 24 consecutive months.

If you don't meet these criteria, then part 2 applies.

You'll be considered totally and permanently disabled under part 1 if since your date of disablement:

- you haven't been able to 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 engage in any regular paid work for which you're reasonably suited, taking into account your education, training or experience when your claim is assessed.

The three-month waiting period doesn't apply if you have a specified medical condition (see page 19).

### Part 2 – Everyday work activities and psychiatric impairment

If part 1 doesn't apply to you, you may be covered under part 2 instead.

You'll be considered totally and permanently disabled under part 2 if, due to injury or illness:

- in the insurer's opinion (based on medical and other evidence), you're unlikely ever to be able to do any regular paid work for which you're reasonably suited taking into account your education, training or experience when your claim is assessed, and
- you've been getting regular care from a doctor (or if the illness is a mental disorder, from a psychiatrist) for your injury or illness.

You must also meet one of the criteria below:

- Due to your injury or illness you've been unable to do at least two of the five everyday work activities listed on page 18 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, or:
- Your illness is a mental disorder, diagnosed by a psychiatrist under the DSM. You must have been assessed by the psychiatrist as having reached maximum medical improvement, with a Psychiatric Impairment Rating Scale of 19% or above.

The 12-month waiting period doesn't apply if you have a specified medical condition (see page 19).

## How a TPD claim is paid

Any claim for TPD that the insurer accepts will be paid as a lump sum directly into your super account and will form part of your overall super benefit. We'll also review your claim and let you know how you can access it. You may be able to:

- take some or all of the benefit as a lump sum,
- start a super income stream,
- leave the money in your super account and make regular withdrawals as you need, or
- do a combination of these options.

If you're under age 60, amounts withdrawn from super, including as income streams, are taxed. You can find more information on the tax that applies in our *How super works* guide at [mediasuper.com.au/superworks](https://mediasuper.com.au/superworks) or on the *Tax on super benefits* page of the ATO website [ato.gov.au](https://ato.gov.au).

## Waiting period

There are minimum waiting periods you must have been disabled and unable to work for in order to qualify for a TPD benefit. The waiting period starts from your date of disablement and will depend on which definition of disability applies:

- for claims assessed against Part 1 (unlikely to ever work in a suitable occupation again), it's a 3-month waiting period,
- for claims assessed against Part 2 (unable to do everyday work activities), it's a 12-month waiting period.

These waiting periods don't apply if you're suffering from one or more of the specified medical conditions.

## Permanent incapacity

If you don't have cover or your claim isn't approved, you may be able to access your super if you're permanently incapacitated and can no longer work. You'll need to provide evidence that you have a physical or mental condition that is likely to stop you from ever being able to work again in a job you were qualified to do by education, training or experience. Contact us on **1300 722 152** and we can help you make a claim.

## Exclusions - when a claim won't be paid

If your cover is limited to new events cover and the illness or injury that led to the claim isn't a new event, your claim won't be paid. And if you've applied for cover and had an exclusion applied by the insurer then no claim will be paid for events relating to that particular exclusion.

# Defined terms



**Active employment:** Means you're gainfully employed and:

- at work and doing your normal duties without being restricted by illness or injury, or
- on employer-approved leave but could do your normal duties without being restricted by illness or injury.

If you don't meet this definition but you've returned to work and have been doing the same modified duties for 12 months in a row, then these modified duties become your new normal duties. You're considered to be in active employment at the end of that 12-month period.

**Date of disablement:** Means:

- a) If you're suffering from a specified medical condition: The date you were diagnosed with the specified medical condition.
- b) If you're being assessed against part 1 of the total and permanent disablement (TPD) definition: The first day of the 3 month consecutive period that you haven't been able to do your usual occupation.
- c) If you're being assessed against part 2 of the total and permanent disablement (TPD) definition: The first day of the period in which you were unable to perform at least two of the everyday working activities for 12 consecutive months or the date you were assessed as having an impairment of at least 19% under the Psychiatric Impairment Rating Scale by a suitably qualified psychiatrist.

**DSM:** Means the latest edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) issued by American Psychiatric Association.

If the DSM is no longer used or published, the insurer will use another diagnostic tool similar to it for the determination of the psychiatric illness, as determined by the Royal Australian and New Zealand College of Psychiatrists Board.

**Everyday working activities:** Means the following activities:

- a) mobility – you can't:
  - (i) walk more than 200m on a level surface without stopping due to breathlessness, or
  - (ii) bend, kneel or squat to pick something up from the floor and straighten up again, or get in and out of a standard sedan car.
- b) communicating – you can't:
  - (i) 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
  - (ii) understand a simple message in your first language, and relay that message to another person.
- c) vision – you can't read ordinary newsprint and pass the standard eye test for a car licence (even with glasses or contact lenses).
- d) lifting – you can't lift, carry or move a 5kg object with your hands.
- e) 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).

**Illness:** Means a sickness, disease or disorder.

**Injury:** Means injury to your body caused by violent, external and visible means.

**New events cover:** Means that you're not covered for pre-existing injuries or illnesses. You're only covered for injuries or illnesses that first occur after your cover starts.

**On-time employer contribution:** Means a superannuation guarantee (SG) contribution that we receive within six months of the end of the month that the contribution is for.

**Psychiatrist:** Means a medical practitioner legally qualified and registered with AHPRA to practise in Australia. This does not include psychologists or other health providers. The psychiatrist cannot be you, your spouse or partner, parent, child, sibling or close family relative, business partner, employer or employee.

**Senior manager or executive:** Means you're a senior manager or executive if at least three of the following apply in your main job:

- you're responsible for the work of other supervisory, managerial or professional employees, or you manage a key business function in your organisation,
- you make decisions or recommendations about staff employment, such as hiring, firing, promotions and authorising leave,
- you manage a profit centre or budget and are authorised to approve significant expenses,
- you're a senior specialist and give expert advice to other professional employees or executives in your organisation.

**Specified medical conditions:** Means the medical conditions listed and defined in the insurance policy. These are:

- advanced heart failure (including cardiomyopathy),
- advanced rheumatoid arthritis with significant permanent impairment,
- blindness (permanent),
- chronic lung failure (on permanent oxygen therapy),
- deafness (permanent),
- dementia including Alzheimer's disease (permanent),
- idiopathic pulmonary arterial hypertension (of specified severity),
- loss of use of limbs (permanent),
- major head trauma (with permanent neurological deficit),
- motor neurone disease (with worsening neurological deficit),
- multiple sclerosis (with persisting neurological abnormalities),
- muscular dystrophy,
- Parkinson's disease,
- severe burns, and
- speech loss (permanent).

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. To find out more see our *Applying for a TPD payment* fact sheet, or to read about our claims philosophy, visit [mediasuper.com.au/claims](https://mediasuper.com.au/claims).

**Terminal illness:** You meet the definition of terminal illness if:

- two doctors approved by our insurer believe you have a condition that's likely to lead to your death within 24 months from when it was diagnosed, and
- one of the doctors specialises in your condition.

**Total and permanent disablement (TPD):** Means:

To be eligible for a TPD payment, you must be insured under the policy on your date of disablement. The definition of disablement has two parts:

**Part 1 - Unlikely to return to work**

Part 1 applies if immediately before your date of disablement you were:

- in full-time, part-time or casual work (or on employer-approved leave),
- self-employed and had engaged in some paid work in the past 24 months, or
- unemployed and had been for less than 24 consecutive months.

If you don't meet these criteria, then part 2 applies.

You'll be considered totally and permanently disabled under part 1 if since your date of disablement:

- you haven't been able to 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 engage in any regular paid work for which you're reasonably suited, taking into account your education, training or experience when your claim is assessed.

The three-month waiting period doesn't apply if you have a specified medical condition (see page 19).

**Part 2 – Everyday work activities and psychiatric impairment**

If part 1 doesn't apply to you, you may be covered under part 2 instead.

You'll be considered totally and permanently disabled under part 2 if, due to injury or illness:

- in the insurer's opinion (based on medical and other evidence), you're unlikely ever to be able to do any regular paid work for which you're reasonably suited taking into account your education, training or experience when your claim is assessed, and
- you've been getting regular care from a doctor (or if the illness is a mental disorder, from a psychiatrist) for your injury or illness.

You must also meet one of the criteria below:

- Due to your injury or illness you've been unable to do at least two of the five everyday work activities listed on page 18 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, or:
- Your illness is a mental disorder, diagnosed by a psychiatrist under the DSM. You must have been assessed by the psychiatrist as having reached maximum medical improvement, with a Psychiatric Impairment Rating Scale of 19% or above.

The 12-month waiting period doesn't apply if you have a specified medical condition (see page 19).

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