

# Standard terms and conditions of your policy

Our insurance policy contains some standard terms and conditions, including limitations and exclusions that may apply to your cover, depending on your situation. This information is based on the date of disability you provided.

The information applies to the following plans:

From 29 May 2021	
AustralianSuper Plan	
AustralianSuper Select	
GHD Superannuation Plan	
Personal Plan	
Public Sector Division	
Super Only	
Super Options	

### Cover exclusions

In some cases, an exclusion applies to your cover. An exclusion means you can't claim an insured benefit under the policy for certain events, illness or injuries. The types of exclusions that can apply are shown here.

Type of exclusion	How long the exclusion lasts
Insurer applied exclusions If you provide health information to the Insurer as part of your application and the Insurer decides to exclude a certain medical condition, injury, illness or body part.	The exclusion will apply to any cover you have received under that application, and will be applied to your policy for the life of your membership — unless you apply to the Insurer to remove the exclusion and are successful.
You transfer cover from another fund that already has an exclusion This cover will still have the exclusion.	The exclusion will apply to any cover you have received under the transfer, and will be applied to your policy for the life of your membership — unless you apply to the Insurer to remove the exclusion and are successful.
<ul> <li>If more than six months after you start work with your AustralianSuper employer you:         <ul> <li>join AustralianSuper, or</li> <li>increase your cover without providing detailed health information.</li> </ul> </li> <li>If your basic cover starts (or restarts) because we receive a super contribution from your employer but the first day of the period of that employer contribution is more than six months since you started (or restarted) with your employer.</li> <li>Under the exclusion, you or your beneficiaries won't be paid a benefit if, within 12 months of your basic or increased cover starting:         <ul> <li>your death is caused by suicide, or</li> <li>you become terminally ill or totally and permanently disabled as a result of harming yourself (or attempting to harm yourself) on purpose (including attempted suicide), whether or not you're sane at the time.</li> </ul> </li> </ul>	12 months from the date your basic cover starts or restarts.
<ul> <li>You are claiming Income Protection payments and your claim is directly or indirectly caused by:</li> <li>intentional self-inflicted act or suicide attempt, whether or not you're sane at the time</li> <li>your service in the armed forces of any country, other than service in the Australian Armed Forces Reserve</li> <li>normal pregnancy or childbirth or assisted fertilisation techniques, or</li> <li>war. War includes any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.</li> </ul>	Life of the membership.

## Limited cover and active employment

When you join AustralianSuper for the first time, or if your cover has stopped and restarts or you apply for cover without supplying health information, your cover may be limited. Limited cover means you don't have full cover and you won't be covered for any pre-existing illnesses or injuries you had before you got your cover. Limited cover may last for different lengths of time and applies to all cover types, including Death cover.

You'll be covered for an illness that becomes apparent, or an injury that occurs on or after the date that your cover starts, restarts or increases.

### Active employment

Active employment means you're:

- > employed or self-employed, and
- > capable of doing the normal duties of your job for at least 30 hours a week (even if you're not working 30 hours a week). If you make a claim, active employment may be checked by the Insurer to determine if you had full cover or limited cover on the date of disablement.

### Full cover

Full cover means your cover isn't limited cover.

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When is your insurance limited cover?	How long will limited cover last?	When will you have full cover?
<ul> <li>Your basic cover is limited cover if when it starts (including when you turn 25 and age-based cover starts) or restarts:</li> <li>You haven't been in active employment for 60 consecutive days ending on the date that your basic cover starts or restarts.</li> <li>You've been unable to work because you're ill or injured, for 10 or more consecutive days in the 12 months immediately prior to when your basic cover starts or restarts.</li> </ul>	Your basic cover (including any automatic increases) will be limited cover until you've been in active employment for 60 consecutive days.	Once you've completed 60 consecutive days of active employment your cover will no longer be limited cover and full cover will start on the following day.
<ul> <li>Your basic cover is limited cover if:</li> <li>You become a member of AustralianSuper more than six months after starting employment with your employer (with whom you're employed by at the time you join us).</li> <li>The above doesn't apply and the first day of the period of the first employer super contribution made for you is more than six months since you started employment with your employer (and you were entitled to receive employer super contributions for the six-month period).</li> </ul>	Any basic cover that starts within two years after the date you joined AustralianSuper, will be limited cover for at least until the end of two years from the date you joined us. If basic cover starts after two years from the date you joined AustralianSuper, this limited cover condition will not apply.	At the end of the limited cover period (two years from the date you joined us), you must have been in active employment for 60 consecutive days, ending on the last day of the period, for full cover to start the following day. Otherwise limited cover will continue beyond the two year period until you've been in active employment for 60 consecutive days, and full cover will start the following day.
Your basic cover restarts because we receive a super contribution from your employer but the first day of the period of the contribution made for you which restarts your basic cover is more than six months since you began working with your employer (who has made the contribution that has restarted your cover).	Basic cover is limited cover for at least two years from when it restarts.	At the end of the two year limited cover period, you must have been in active employment for 60 consecutive days, ending on the last day of the period, for full cover to start the following day. Otherwise limited cover will continue beyond the two year period until you've been in active employment for 60 consecutive days, and full cover will start the following day.
<ul> <li>You get additional cover without providing detailed health information for the Insurer to consider when you:</li> <li>Join AustralianSuper and apply for more cover through the new member insurance offer</li> <li>Increase your cover using AustralianSuper's Life Events cover</li> <li>You move (from another AustralianSuper plan or division) to AustralianSuper Select and you get more cover, but didn't answer 'no' to the Personal Statement questions we sent to you as part of the offer.</li> </ul>	Limited cover will apply for at least two years and start from the date your cover increases. Limited cover will only apply to any additional cover you get.	At the end of the two year limited cover period, you must have been in active employment for 60 consecutive days, ending on the last day of the period, for full cover to start the following day. Otherwise limited cover will continue beyond the two year period until you've been in active employment for 60 consecutive days, and full cover will start the following day.
Your cover is limited cover if on the date your cover starts or restarts, you're getting or entitled to get, income support payments from any source. Examples of income support payments are workers' compensation, statutory transport accident payments and disability insurance payments.	Limited cover will apply from when your basic cover starts or restarts and to any cover you get without providing detailed health information for the Insurer to consider. Limited cover will continue to apply for at least two years from the day that your income support payments stop.	At the end of the two years, you must have been in active employment for 60 consecutive days, ending on the last day of the period, for full cover to start the following day. Otherwise limited cover will continue beyond the two year period until you've been in active employment for 60 consecutive days, and full cover will start the following day.
You transfer cover from another fund that is already limited cover.	This transferred cover will continue to be limited cover at AustralianSuper for the rest of the limited cover period you had with the previous fund or insurer.	Full cover will start the following day after the limited cover period has expired according to its terms.

When is your insurance limited cover?	How long will limited cover last?	When will you have full cover?
If you've ever been paid or you're entitled to be paid a TPD or terminal illness payment from AustralianSuper, another fund or insurance policy.	Limited cover will apply to your basic cover and any additional cover you get without providing detailed health information for the Insurer to consider and it will be limited cover for the life of your membership.	Not applicable.
You apply for more Income Protection after a salary increase and you're not in active employment for 60 consecutive days, ending on the date your cover increased.	Your additional cover will be limited cover until you've been in active employment for 60 consecutive days.	Once you've completed 60 consecutive days of active employment your additional cover will no longer be limited cover and full cover will start on the following day.

If your cover is limited cover for one or more of the circumstances listed, it won't become full cover until the requirements for all the relevant circumstances are met.

### **Definition of Income Protection**

Income Protection can help if you become ill or injured and can't work temporarily. It can provide monthly payments to help you get by while you're not earning your regular salary. An Income Protection benefit is payable if you're totally or partially disabled after the waiting period has ended. No benefits are payable for the waiting period.

Your benefit is limited to the lower of your level of cover, 85% of your pre-disability income or \$30,000 a month. Any amount above 75% of your pre-disability income will be paid to your AustralianSuper account.

### Total disability

To receive a total disability benefit you must:

- > be totally unable to perform all income producing duties of your usual occupation
- > be under the regular care of, and following the advice and treatment of, a medical practitioner\*, and
- > not be working in any occupation (paid or unpaid).

### Partial disability

To receive a partial disability benefit you must be unable to perform at least one income producing duty, but:

- > you're able to perform at least one other income producing duty of your usual occupation, or
- > you've returned to work in your own occupation, or
- > you're working in another occupation.
- You must also meet each of the following requirements:
- > you've been totally disabled for the first 14 days of your waiting period
- > you're earning, or only capable of earning, a monthly income that is less than your pre-disability income, and
- > you're under the regular care of, and following the advice and treatment of, a medical practitioner\*.
- \* For mental health conditions the treating practitioner must be a registered psychiatrist.

### Income producing duty

An income producing duty is a duty that is part of your usual occupation, which generates 20% or more of your

pre-disability income. You won't be considered unable to perform an income producing duty if you refuse to accept:

- > any reasonable omission, modification or substitution of that duty, or
- > the use of any appropriate assistive aids that would enable you to perform that duty.

### Pre-disability income

### **Business owners**

If you own all or part of a business in which you perform your regular occupation, your pre-disability income is the total amount earned by that business as a direct result of your personal exertion, less your share of business expenses, but before income tax is deducted for the same period. The profits and losses of the business are taken into consideration when calculating your pre-disability income.

### Employees

If you're employed on a permanent or casual basis or work as a contractor, pre-disability income means the monthly salary<sup>†</sup> immediately before date of disablement (before-tax and excluding super contributions of 10% or less) earned by you from all regular occupations, including:

- a) fringe benefits that you receive from your employer through salary sacrifice, and will benefit from for at least six months after the date that the salary, which you sacrificed for the fringe benefit, would have been paid by your employer,
- b) performance related annual bonuses and commissions, (averaged over the previous three years or the period that you've been receiving these payments, whichever is shorter), and
- c) overtime payments and shift allowances (averaged over the previous 12 months or period of employment, whichever is shorter).

#### Unemployed

If you're unemployed on the date you become disabled, your pre-disability income will be based on your total earnings for the 12 months before your date of disablement.

<sup>+</sup> Monthly salary for casual employees is the lower of the average of your previous
 12 months earnings or the period since you last commenced employment.

### Useful things to know about Income Protection

You can only claim an Income Protection benefit for the same condition once. This means that if you can't work because of a back condition, for example, and are paid a benefit for your full benefit period, if you then return to work and are injured again you can't claim again for the back condition.

You can only claim on one Income Protection policy at a time. So if you have another Income Protection policy with another insurer, you can extend your waiting period while you're receiving benefit payments from another policy. This means you may get payments from us after payments from your other insurance provider stop, provided you're still disabled and you've told us you're claiming on another policy before your benefit payment period for that claim ends.

If you're claiming for multiple conditions, you'll only be paid one benefit at a time.

If you're overseas when you're receiving Income Protection payments, the time that you receive payments may be restricted to a maximum of six months or the end of your benefit payment period, whichever happens first.

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### Definition of TPD

# TPD cover can pay you a lump sum if you become totally and permanently disabled and no longer able to work\*.

If you have TPD cover, you can make a TPD claim if something happens and you:

- > won't work again in any occupation, or
- > can't do everyday working activities.

The Insurer will decide if you're eligible for a TPD payment.

# You're unable to work in any suited occupation ever again

This applies if, immediately before your date of disablement, you were:

- > employed (including being self-employed), or
- > unemployed for less than 16 consecutive months.

You'll be considered totally and permanently disabled if:

- solely because of your illness or injury you haven't been able to work in any job for at least three months in a row since you became ill or injured, and
- you're being treated by and following the advice of a medical practitioner<sup>+</sup> for your illness or injury, and
- > at the end of the three months in a row, as well as when we make our decision, your injury or illness means that you're incapable of ever working in any job that you're reasonably suited to based on your previous education, training or experience, or any job that you may reasonably become suited to with further education, training or experience within a reasonable period.

The Insurer will consider things such as:

- > what re-skilling, retraining or voluntary work you've done already
- > any retraining or re-skilling you reasonably could be expected to do, and
- any rehabilitation you've done already or any rehabilitation you reasonably could be expected to do.

The decision will be based on all relevant information up to the date that the Insurer makes a decision about your claim.

### You're unable to do everyday working activities

This applies if, immediately before your date of disablement, you were unemployed for 16 consecutive months or longer.

You'll be considered totally and permanently disabled if solely because you become ill or injured after your cover starts:

- > you'll never be able to do at least two of the five everyday working activities, without physical help from another person, even with the use of medication and appropriate aids. You must have been unable to do the everyday working activities for at least six months in a row since you became ill or injured, and
- you're being treated by and following the advice of a medical practitioner<sup>+</sup> for your illness or injury, and

> because of your illness or injury, the Insurer considers it unlikely that you will work in any job that you're suited to based on your education, training, or experience.

# Unemployed (for the purpose of claiming a TPD benefit)

Unemployed means, unless you're on employer approved leave, you have:

- > not worked expecting to receive an income, and
- > not received any income from paid work, regardless of whether you were available to work or look for work.

### The five everyday working activities are:

#### Mobility - you can't do one of these:

- > Walk more than 200m on a level surface without stopping because of breathlessness or severe discomfort.
- > 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.

#### Communicating – you can't do one of these:

- > Speak in your first language so that you're understood in a quiet room, or hear (with or without a hearing aid or other aid) an instruction given in a normal voice in your first language in a quiet room.
- > Understand a simple message in your first language and pass on that message to another person.

### Vision

Even if you're wearing glasses or contact lenses, you can't read ordinary newsprint and pass the standard eyesight test for a car licence.

### Lifting

You can't lift, carry or move objects weighing 5 kilograms with your hands even if you use both hands together.

#### Manual dexterity

You can't use your hands or fingers to handle small objects with precision (such as picking up a coin, fastening shoelaces or buttons, using cutlery, or using a pen or keyboard to write a short note).

# What gets paid if you're totally and permanently disabled?

If you're eligible for a payment you're entitled to:

- > your TPD cover (on the date confirmed by the Insurer), plus
- > the early release of your super account balance.

The Insurer will assess your eligibility to receive a TPD benefit and make the decision on your claim. AustralianSuper will assess your eligibility for the release of your TPD benefit and an early release of your super.

- \* Eligibility to claim for insurance benefits will be determined by the Insurer in line with our policy terms and conditions.
- <sup>+</sup> For mental health conditions the treating practitioner must be a registered psychiatrist.

### Terminal illness benefit

If you have Death or TPD cover with us, you may receive a benefit for terminal illness.

You'll be able to apply for a terminal illness benefit payment if your Death or TPD cover is current and:

- > two of your treating doctors (one must specialise in your condition) believe that despite medical treatment for your condition, your life expectancy is less than 24 months from the date of their written certification, and
- > it's been less than 24 months since the medical certificates were provided.

### What gets paid if you have a terminal illness?

If you're eligible for a payment it will be made up of:

- > the greater of your Death or TPD cover, plus
- > an early release of your super account balance.

### How your date of disablement is decided

We use the information provided by your doctor and your employer to determine your date of disablement.



For Income Protection your date of disablement is the date your doctor certifies you as being unable to work, or if you're not employed, the date you are unable to perform your usual occupation.

For TPD, your date of disablement is the date a medical practitioner certifies you as ceasing work, or if you are not working, being unable to perform your usual occupation. If you have never worked, it is the date the doctor certifies you are being unable to perform your usual unpaid domestic duties on a full time basis.

This date is used to confirm the amount of cover you hold at that time, and what the relevant insurance policy is.





This fact sheet was issued in June 2021 by AustralianSuper Pty LTD ABN 94 006 457 987 AFSL 233788, Trustee of AustralianSuper ABN 65 714 394 898. Any insurance claim will be considered in line with the insurance policy in place at the date of injury or illness. This fact sheet provides a summary of some but not all policy terms and conditions applicable based on your advised date of event. If there are any differences between this factsheet and the insurance policy, the policy will prevail. If we determine that a different date of disablement is to be used and this changes your terms and conditions, we'll provide you with the relevant information.