



# TOTAL AND PERMANENT DISABLEMENT INSURANCE COVER

## Everything you need to know about Total and Permanent Disablement insurance cover

### What is a TPD benefit?

Total and Permanent Disablement (TPD) cover pays a lump sum benefit to provide you with financial support if it is determined that you have been totally and permanently disabled and are unable to ever work again in any occupation.

The TPD benefit is comprised of two components:

- › Superannuation account balance – Your account balance made up of personal contributions (if any), employer contribution, and accumulated earnings, less fees and taxes.
- › TPD cover - The insured amount (if any) that you held at the date of disablement.

### Who can be paid a TPD benefit?

Any member with TPD cover who qualifies as per the policy definition, meeting the definition of Total and Permanent Disablement. Your account balance is also payable where you become permanently incapacitated.



## How do I claim a TPD benefit? What documents are required?

In order to fulfil its duty to decide who should be paid a TPD benefit, the Trustee must gather certain information about the member. This information helps the Insurer and the Trustee of Australian Food Super to determine if you are Totally and Permanently Disabled per the definition set out in the insurance policy, the Fund's Trust Deed, and Superannuation Law (see Definitions below).

The information required includes, but is not limited to:

- › An accurately completed Initial Member Statement
- › Medical reports and clinical notes for the period of illness or injury
- › Medical Statements - **Two** suitably qualified medical practitioners from whom you have been receiving medical treatment must complete these forms. We require two medical certificates before payment can be made to ensure that disability superannuation benefits are taxed at the correct rate.
- › A certified copy\* of the member's proof of age and identity
- › Education, Training & Experience Statement (or Resume)
- › Employer Statement to be completed by your last employer

\* A certified copy is a copy of an original document that an authorised person (e.g. Justice of the Peace) has certified as being a true copy of the original. For details of who might be qualified to make this certification please refer to the Australian Food Super fact sheet "Statutory Declaration and Certified Copy"

## Why does the Trustee have to gather this information?

In addition to determine whether you are eligible for a TPD benefit, any insurance cover is subject to the terms and conditions set out in the insurance policy. A member must prove to the insurer that they are entitled to the insurance by providing information including proof of age, proof of disability, evidence that the member was eligible for cover and that the level of cover provided is correct.

## What are the steps involved in making a claim?

### › **Contact us** – Please contact us first

Email: [InsuranceClaims@ausfoodsuper.com.au](mailto:InsuranceClaims@ausfoodsuper.com.au)

Phone: 1800 808 614.

Once we obtain the initial information from you, we will then provide any claim forms you need to complete.

### › **Complete paperwork and provide documents** – You will need to provide all the necessary information in order for the claim to be assessed. It's really important that you take your time to complete all forms correctly and ensure all necessary documents have been provided. This includes two doctors'/specialist reports. **If information is missing or incomplete, we will need to contact you to request this, which may cause delays.**

### › **Insurer review** – Once all the forms and supporting documents are received, your claim will be assessed by the Insurer (if there is insurance on the account). The Insurer may require additional information from you, your doctors, employer etc.

### › **Insurer's decision** – The insurer will make a decision and accept or decline the claim. If your claim is accepted and you have provided **two** doctors' reports stating that you are not likely to return to any occupation, it will be sent to the Trustee for approval. If it is declined by the Insurer, the Trustee will review the decision.

### › **Trustee decision** – If the claim is approved, we will send you the payment instructions details for you to complete. Once you send those details to us, we can finalise your claim. If your claim is declined, a decline letter will be sent to you.

**\*\* Please note that if your TPD was accepted and your death cover is greater than your TPD cover, we will send you a form to complete if you would like the difference between the two to retain on your account as death cover only.**

## How long does it take?

The length of each claim will vary depending on individual circumstances.

The Trustee and the Insurer will assess your claim as quickly as possible, but sometimes delays can occur if your employer and/or doctors do not respond quickly to any requests made, or if the claim documents provided are incorrectly completed, signed, and certified by you.

The more quickly and accurately the required information is provided to the Trustee/Insurer, the sooner a decision can be made. Whilst the Trustee and Insurer tries in all cases to pay a benefit quickly, sometimes the process may take several months.

You will be provided with updates on the progress of your claim.

## How are benefits paid?

If you receive a TPD benefit, it will be paid into your Australian Food Super account and invested in the Secure option. This is intended to ensure that negative investment returns, which may occur from time to time, do not reduce your benefit while you consider your options. Any insurance benefits in your account will remain in the Secure option even if you switch the superannuation component of your account balance to a different investment option.

## Is any tax payable?

Depending on your age, and whether two medical statements are supplied, some tax may be payable if you take a lump sum withdrawal. Please refer to our Taxation fact sheet for further information at [www.ausfoodsuper.com.au](http://www.ausfoodsuper.com.au).

## Can I nominate someone to act on my behalf?

Yes, you may want to have someone act on your behalf. We would require a signed authority from you to confirm that they are acting on your behalf and a certified copy of your Proof of Identity.

Please note that if an authority is not received, all correspondence will be sent directly to you.

## Do I need a lawyer/solicitor to lodge a TPD Claim?

A Lawyer or solicitor is not required to lodge a Total and Permanent Disablement claim.

Naturally, it is your right to have legal representation should you wish, but you could well be spending money unnecessarily on legal fees when your claim would have been approved without the solicitor's input. So, if you need to lodge a claim, why not consider doing it without engaging a solicitor? You can always seek legal assistance at any time during the claims process.

## What if I am not satisfied with the decision?

If you disagree with the decision, you can lodge a complaint. The complaint will be dealt with by our complaints team who will review your claim.

Please provide your complaint in writing clearly stating the reason why you do not agree with the decision and include any information that you wish to provide to support your complaint. Send it to:

► **By mail:** Australian Food Super Complaints, Locked Bag 5390, Parramatta NSW 2124.

► **By email:** [complaints@ausfoodsuper.com.au](mailto:complaints@ausfoodsuper.com.au)

Lodging a complaint with the Trustee is free to the complainant but the Trustee will not pay a complainant's cost of legal or other advice.

If you are still not satisfied with the outcome or how your claim was handled by the Trustee, you have the right to refer the matter to the External Dispute Resolution (EDR) body, Australian Financial Complaints Authority (AFCA).

AFCA is an independent body set up by the Federal Government to assist members or beneficiaries to resolve disputes with financial service providers including superannuation funds.

AFCA's contact details are:

Australian Financial Complaints Authority  
GPO Box 3  
MELBOURNE VIC 3001

**Phone:** 1800 931 678

**e-mail:** [info@afca.org.au](mailto:info@afca.org.au)

**Website:** [www.afca.org.au](http://www.afca.org.au)

Lodging a complaint with AFCA is free to the complainant but AFCA will not pay your costs of legal or other advice.

## DEFINITIONS

<b>'at work'</b>	<p><b>For Life and TPD Cover</b> 'at work' is known as <b>Active Employment</b> in the insurance policy and is defined as: <i>a person who is employed by the employer and is capable of performing their identifiable duties without restriction by any Illness or Injury for at least 30 hours per week, whether or not they are actually working those hours.</i> For Life and TPD cover, whether you are 'at work' impacts when New Events Cover becomes Full Cover.</p> <p><b>For Income Protection Cover</b> 'at work' is known as <b>Actively At Work</b> in the insurance policy and is defined as: <i>a person who is considered, in the Insurer's opinion, to be capable of performing all the duties of their usual occupation and capable of working their usual hours without restriction.</i> For IP cover, whether you are 'at work' impacts when your cover starts, and when New Events Cover becomes Full Cover.</p>
<b>Illness</b>	<b>For Life and TPD Cover:</b> means sickness, disease or disorder.
<b>Injury</b>	<p><b>For Life and TPD Cover:</b> means bodily injury which is caused solely and directly by external, violent and accidental means and is independent of any other cause.</p> <p><b>For Income Protection Cover:</b> A physical Injury which occurs fortuitously whilst Continuous Cover is in force and which results in disablement within 12 calendar months from the date of its occurrence and which continues for a period of not less than the waiting period, but does not include any condition which is also a Sickness.</p>
<b>Insurer</b>	TAL Life Limited (ABN 70 050 109 450, AFSL No. 237848)
<b>Manual Worker</b>	Members who perform manual duties and cannot be classified as an Office Worker
<b>Office Worker</b>	Members who perform only non-manual duties and work at least 75% of the time in an office environment and have done so for the last 12 months. Must complete <i>Office Worker occupation declaration</i> form.
<b>Sickness</b>	<b>For Income Protection Cover:</b> Sickness means any illness or disease, not falling within the definition of Injury, that first manifests during the period of insurance and which prevents the Insured Member from paid employment.
<b>Total Disablement</b>	<b>For Income Protection Cover:</b> As a result of Injury or Sickness the Insured Member is prevented from engaging in his or her usual occupation with their employer. The Insured Member must be Actively at Work at the time of the said Injury or Sickness occurs, and must be under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner or other appropriately qualified practitioner.

# TPD - continued

## DEFINITIONS

<b>Total and Permanent Disablement (for TPD Cover)</b>	<p><b>For Life and TPD Cover</b> Total and Permanent Disablement (TPD) means:</p> <p>(a) When a Covered Person is under age 65 and is Employed, on average, at least 15 Hours per week (the minimum hours) within the 12 months immediately prior to the Date of Disablement, or has been on Employer Approved Leave for no more than 24 consecutive months, if one of the following (i) and (iv), or (ii) and (iv), or (iii) and (iv), or (iv) applies:</p> <p>(i) the Covered Person suffering the permanent loss of use of 2 limbs or the sight of both eyes or the loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot).</p> <p>(ii) the Covered Person through Illness or Injury and having provided proof to the satisfaction of the insurer is permanently unable to perform 2 of the following 6 basic activities of everyday living.</p> <ul style="list-style-type: none"><li>• Dressing – to dress or undress;</li><li>• Feeding – to eat and drink;</li><li>• Bathing – to shower or bathe;</li><li>• Toileting – to use the toilet including getting on and off;</li><li>• Mobility – to get out of a bed or a chair or a wheelchair;</li><li>• Continence – to control bladder or bowel function.</li></ul> <p>If the Covered Person can perform the activity by using special equipment, they will be considered able to undertake that activity</p> <p>(iii) the Covered Person through Illness or Injury is suffering from the permanent deterioration or loss of intellectual capacity and has provided proof to the insurer's satisfaction that the Covered Person is required to be under continuous care and supervision by another adult person for 6 consecutive months and this care is likely to be on a permanent daily basis and on-going.</p> <p>(iv) the Covered Person having been absent from their Occupation with the Employer through Injury or Illness for 3 consecutive months and having provided proof to our satisfaction that the Covered Person has become incapacitated to such an extent as to render the Covered Person unlikely ever to engage in or work for reward in any occupation or work for which he or she is reasonably qualified by reason of education, training or experience.</p>
<b>Waiting Period (for IP Cover)</b>	<p>The Waiting Period is a period of 30 days. The Waiting Period starts from the date that the Injury or Sickness that your accepted claim results from occurs and/or is confirmed by your Medical Practitioner. Where a member is deemed to be entitled to a payment under the income protection policy, benefits are payable as soon as the 30-day Waiting Period has expired. No benefit will be paid for the waiting period. A member is not obliged to use any accrued sick leave, annual leave, long-service leave or other entitlements prior to being eligible for payment of a benefit.</p> <p>To be clear, the waiting period commences from the date that a member is first confirmed unable to work as a result of Injury/ Sickness by their Medical Practitioner. A member should not delay seeing a Medical Practitioner but if they do, their waiting period will commence from when that Medical Practitioner confirms they are unable to work. The insurer cannot accept back-dated certificates from a Medical Practitioner. If the member returns to work during the waiting period, the waiting period starts again unless they return to work once and for a period of no more than 5 consecutive days, as certified by a medical practitioner.</p>

If you require a printed copy of this Fact Sheet please contact the Member Hotline on 1800 808 614.



**Member Hotline**  
**1800 808 614**



[service@ausfoodsuper.com.au](mailto:service@ausfoodsuper.com.au)



[ausfoodsuper.com.au](http://ausfoodsuper.com.au)



Locked Bag 5390  
Parramatta NSW 2124

This document is issued by Australian Meat Industry Superannuation Pty Ltd ABN 25 002 981 919, AFSL No. 238829, as Trustee for the Australian Meat Industry Superannuation Trust (the "Fund"), ABN 28 342 064 803 (Australian Food Super). The information in this document is general information only. It does not take into account your particular objectives, financial situation or needs. Before acting on information in this document you should consider the appropriateness of the information having regard to your particular objectives, financial situation and needs. You should obtain financial advice tailored to your personal circumstances.

The governing rules of the Fund are contained in the Trust Deed, which is available online at [ausfoodsuper.com.au](http://ausfoodsuper.com.au). From time to time the Trustee may alter the provisions of the Trust Deed.