



Super

# Insurance Guide

Western Australia (WA) Coal Division

31 December 2021

This Insurance Guide explains the insurance you can have through Mine Super account.



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## Contents

<b>Part A</b> – Your death and disablement benefits if you hold a defined benefit account .....	5
<b>Part B</b> – The insurance you can hold through your Mine Super accumulation account .....	8
Your job classification .....	9
About our insurance .....	10
Income Protection insurance .....	11
Death and disablement insurance .....	19
The meaning of some important terms .....	27

## Insurance guide

This Insurance Guide explains the insurance you can take out through your Mine Super account. We've split this Insurance Guide into two parts:

**Part A** – which explains the death and disablement benefits available if you hold a defined benefit account.

**Part B** – which explains the insurance benefits available if you hold an accumulation account.

You should read the WA Coal Division Product Disclosure Statement (PDS) and this Insurance Guide before deciding if this insurance is appropriate. You can find the PDS on our website [mine.com.au/super-pds](http://mine.com.au/super-pds)

# Part A – Your death and disablement benefits if you hold a defined benefit account

These benefits aren't traditional insurance but are benefits you're entitled to under WA law. To fund these benefits, we take out death and total and permanent disablement insurance. When making a claim you'll need to complete forms and provide information to us and our insurer.

## Who's eligible for these benefits?

### Death and total and permanent disablement (TPD) benefits

If your employer is contributing super to your defined benefit account, you're entitled to receive a death and TPD benefit if you die or become disabled. If death or disablement occurs at:

+ **Under age 60** – the benefit payable is the sum of:

- a) the Accrued Defined Benefit which is 12% x Benchmark Amount at date of death or disablement x years in the WA Coal Division of the Fund; and
- b) an additional amount based on potential service to the age of 60: 12% x Benchmark Amount at date of death or disablement x years of potential service from the date of death or total and permanent disablement to the age of 60.

#### To illustrate:

John starts employment with a WA employer at the age of 20. At the age of 35, after 15 years of service, John sustains an injury and claims a TPD benefit.

John's TPD benefit is the sum of:

- a) 12% x Benchmark Amount at date of disablement x 15, and
- b) 12% x Benchmark Amount at date of disablement x 25 (being the years of potential service from the date of disablement to the age of 60).

+ **60 or over** – the benefit paid will be your Retirement Benefit.

**Benchmark Amount** – You can find the current Benchmark Amount in the WA Coal PDS at [mine.com.au/super-pds](http://mine.com.au/super-pds). This amount usually rises in line with Average Weekly Ordinary Time Earnings.

### Partial or temporary disablement benefit

If you become partially and permanently disabled and are forced to leave your coal mining job, you might be entitled to receive a benefit.

The rules around eligibility and how we're required to pay you are complicated and depend on your individual circumstances. If you think you might be eligible please contact us on 13 64 63.

If you're eligible, the total benefit you're able to claim if you're partially and permanently disabled is your Retirement Benefit as at the date you were disabled. You might also meet this definition if you're temporarily disabled. Please contact us for further information if you become temporarily disabled.

## What happens if I stop working for my WA coal industry employer?

If you become a Retained member your death and disablement benefit is equal to the Accrued Defined Benefit calculated under point (a) to the left. The additional amount under point (b) is only available whilst you are in service with a WA coal industry employer and if you stop working for one, you will no longer be entitled to the additional amount.

## Do these death and disablement benefits cost me anything?

No. The cost of insurance we take out to fund these benefits is built into the employer's contribution rate.

## What conditions do I need to meet to be paid a TPD benefit?

If you're under 60, to be eligible for a TPD benefit you need to meet the definition of 'Totally and Permanently Disabled' under the insurance policy we've taken out to fund these benefits. As at the date of this guide, the definition is as follows:

**If your active defined benefit account commenced prior to 1 July 2014 (former CISF member), you'll be considered totally and permanently disabled if one of the following (a), (b), (c) or (d) applies:**

- a)** you suffer, as a result of illness or injury:
- i) the total and permanent loss of the use of two limbs; or
  - ii) blindness in both eyes; or
  - iii) the total and permanent loss of the use of one limb and blindness in one eye, where:
    - the limb means the whole hand below the wrist or whole foot below the ankle; and
    - blindness means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of an arc.

**Or**

- b)** you are, as a result of illness or injury, totally unable to perform without the physical assistance of another person any two of the following activities of daily living:
- iv) dressing – the ability to put on and take off clothing;
  - v) toileting – the ability to use the toilet, getting on and off;
  - vi) mobility – the ability to get in and out of bed and a chair;
  - vii) continence – the ability to control bowel and bladder function;
  - viii) feeding – the ability to get food from a plate into the mouth,
- and in the insurer's opinion, you are permanently and irreversibly unable to do so for life.

**Or**

- c)** all of the following paragraphs (i), (ii), (iii) and (iv) apply to you:
- ix) you were, on the date of disablement aged 60 years or less;

- x) you are absent from all work as a result of suffering cardiomyopathy, primary pulmonary hypertension, major head trauma; motor neurone disease, multiple sclerosis, muscular dystrophy, paraplegia, quadriplegia, hemiplegia, diplegia, tetraplegia, dementia and Alzheimer's disease, Parkinson's disease, blindness, loss of speech, loss of hearing, chronic lung disease or severe rheumatoid arthritis (as defined in the policy);
- xi) the insurer considers, on the basis of medical and other evidence satisfactory to them, you are unlikely to ever be able to engage in any occupation whether or not for reward; and
- xii) you are likely to be so disabled for life.

**Or**

- d)** you:
- xiii) were immediately before the date of disablement, an employee of the employer on a permanent basis and for at least the minimum hours;
  - xiv) were, on the date of disablement, aged 60 years or less; and
  - xv) as a result of illness or injury, have been absent from all work for 6 consecutive months from the date of disablement and the insurer considers, on the basis of medical and other evidence satisfactory to them, you are unlikely ever to be able to engage in any occupation, whether or not for reward.

**If you commence a defined benefit account on or after 1 July 2014 you'll be considered totally and permanently disabled if any of the paragraphs (c) or (d) above or the following paragraphs (e) or (f) apply:**

- e)** you suffer, as a result of illness or injury:
- xvi) the total and permanent loss of the use of two limbs;
  - xvii) blindness in both eyes; or
  - xviii) the total and permanent loss of the use of one limb and blindness in one eye, and the insurer considers, on the basis of medical and other evidence satisfactory to them, you are unlikely to ever be able to engage in any occupation whether or not for reward.

**where:**

- + the limb means the whole hand below the wrist or whole foot below the ankle; and
- + blindness means the permanent loss of sight to the extent that visual acuity is 6/60 or less or to the extent that the visual field is reduced to 20 degrees or less of an arc.

**Or**

- f)** you are, as a result of illness or injury, totally unable to perform without the physical assistance of another person any two of the following activities of daily living:
- i) dressing – the ability to put on and take off clothing;
  - ii) toileting – the ability to use the toilet, getting on and off;
  - iii) mobility – the ability to get in and out of bed and a chair;
  - iv) continence – the ability to control bowel and bladder function;
  - v) feeding – the ability to get food from a plate into the mouth,

and in the insurer’s opinion, you are permanently and irreversibly unable to do so for life and the insurer considers, on the basis of medical and other evidence satisfactory to them, you are unlikely to ever be able to engage in any occupation whether or not for reward.

**Occupation**

Means an occupation that you can perform, on a full time or part time basis, based on skills and knowledge you have acquired through education, training or experience.


**How will your benefit be paid?**

**If you die**

Your benefit will be part of your super account and normal super rules will apply. It will not form part of your estate.

You can choose the people you want to receive your death benefit if you die by completing a **Nominate your beneficiaries** form. There are special rules around who you can choose, whether we’ll be bound to follow your choice and how we pay your benefit out.

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 To choose who you want your benefit paid to if you die, you’ll need to complete a **Nominate your beneficiaries** form at [mine.com.au/super-forms](http://mine.com.au/super-forms). For more information read our **Nominating beneficiaries** factsheet at [mine.com.au/super-factsheets](http://mine.com.au/super-factsheets)

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**If you’re disabled**

Your benefit will be credited to your Mine Super account. To take this money out of your account, you’ll need to meet one of the government’s conditions for withdrawing money from super.

# Part B – The insurance you can hold through your Mine Super accumulation account

## Why it's good to insure through a Mine Super accumulation account

- + **Affordability** - We can negotiate competitively priced premiums with our insurer because of the large group of members covered.
- + **Hassle free payments** - Your insurance is easier to manage as the premiums are automatically deducted from your super account, so you don't need to worry about budgeting or making payments.
- + **Automatic insurance cover** - if you're eligible, Death and Terminal Illness (DTI) and Total and Permanent Disablement (TPD) insurance without having to provide medical and financial information.

Although there are advantages of insuring through your super, it might not be the best solution for everyone, particularly if you have an existing illness or injury and other insurance. You should talk to your financial adviser to see what's best for your situation.

## Types of insurance you can have through your Mine Super accumulation account

We offer two types of insurance:

- + DTI and TPD insurance.
- + Income protection insurance.

## How you pay for insurance

There's a cost for having insurance through your accumulation account. We deduct premiums from your account monthly in arrears which covers you for that month.



# Your job classification

The cost of your insurance depends on the type of insurance you have and your circumstances, including the amount of your cover, your salary, your age, your gender, if you smoke and the job classification you have. There are five job classifications.

If you don't tell us your job classification, we'll give you a 'mining' job classification. If your job doesn't fall under the 'mining' job classification, you should tell us as you could pay more for your insurance than you have to. It's important to note that open cut miners are classified as Heavy Manual, not Mining.

The job classifications are the same for both DTI and TPD insurance and Income Protection Insurance. To work out how much your insurance costs based on your job classification, go to the sections titled 'How much does Income Protection insurance cost?' on page 13, 'How much Basic Insurance Cover will I receive and how much does it cost?' on page 20 and / or 'How much does Voluntary Insurance Cover cost?' on page 23.

## Job classifications

### Professional

You work in a predominantly office based sedentary occupation for over 80% of your total work time and earn more than \$80,000 pa, excluding employer super contributions, so long as you're not defined as 'mining'.

### White collar

You work in a predominantly office based sedentary occupation for over 80% of your total work time and earn \$80,000 pa or less, excluding employer super contributions, so long as you're not defined as 'mining'.

For the professional and white collar classification, it's important to select the classification that reflects your circumstances. We will record your job classification according to what you tell us.

### Light manual

You perform light manual work for more than 20% of your total work time and spend less than 5% of your work time in an underground mine, so long as you're not defined as 'heavy manual' or 'mining'. This category includes duties such as carpenter, electrician, plumber and factory production manager.

### Heavy manual

You perform heavy manual work or work in an **open-cut mine** for more than 20% of your total work time and spend less than 5% of your work time in an underground mine, so long as you're not defined as 'mining'. This category includes duties such as bricklayer, roof carpenter and truck, forklift or bulldozer driver.

### Mining

You perform light or heavy manual work in an **underground mine** for more than 5% of your total work time or work in any other high risk occupation agreed between the insurer and Mine Super.

# About our insurance

## Who provides our insurance?

We've partnered with TAL Life Limited (TAL) ABN 70 050 109 450, AFS licence 237848, Australia's leading life insurance specialist, to provide you with insurances. TAL is one of Australia's largest insurers and a leading insurance provider for the super industry. They have been protecting people for over 140 years and today they insure more than 3.7 million Australians.

## Insurance policy document

While the PDS sets out general information about insurance, the Mine Superannuation Fund's (Fund) Trust Deed and the insurance policy documents set out the full terms on which insurance is offered and, to the extent that there's any inconsistency, override the PDS. To read the Fund's Trust Deed and our insurance policy documents, call 13 64 63, email [help@mine.com.au](mailto:help@mine.com.au) or visit our office during business hours.

## The duty to take reasonable care

If you apply for Voluntary Insurance Cover or to change your Income Protection insurance, you will be treated as if you are applying for cover under an individual consumer insurance contract and this duty to take reasonable care will apply. The Insurer will conduct a process called underwriting. It's how it decides whether it can cover you, and if so on what terms and at what cost.

As part of underwriting, the Insurer will ask questions it needs to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance.

The information you provide in response to those questions will be vital to the Insurer's decision. As such, when applying for life insurance you have a legal duty to take reasonable care not to make a misrepresentation to the Insurer.

A misrepresentation is a false answer, an answer that is only partially true, or 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 do not meet your legal duty, this can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced. 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.

# Income Protection insurance

Income Protection insurance is a temporary replacement for lost income due to illness or injury, helping protect you and your family from financial hardship while you recover.

## Who can have Income Protection insurance?

You can apply to add Income Protection (IP) insurance to your accumulation account. If your application is accepted, you won't be covered for any injuries or illnesses you have at the time this insurance is added to your account.

For cover to start, you must:

- + have at least \$5,000 in your account if you're not receiving employer contributions into your accumulation account; or
- + be in 'Active Employment' which means you're working or capable of working in your usual occupation at your usual hours without restriction on the day your insurance cover starts;
- + be an Australian or New Zealand citizen or an Australian Resident who's legally allowed to live and work in Australia;
- + be aged between 15 and 69.



To add **Income Protection insurance** to your account, fill out an **Apply for Income Protection insurance** form. Go to [mine.com.au/super-forms](https://mine.com.au/super-forms)

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## How my IP benefit is calculated?

Once you have insurance, if you can't work because you're sick or suffer an injury, and your claim is accepted, you'll receive the **lesser of:**

- + 75% of your **insured salary at the date you become disabled** plus 9.5%\* of this salary paid as a super contribution to your Mine Super account, or

- + 75% of your **actual salary** (see below for how to calculate this) plus 9.5%\* of this salary paid as a super contribution to your Mine Super account.

Benefits will be paid to you fortnightly and super contributions paid to your account quarterly. No payment is paid for your Waiting Period. Your payments are paid in arrears and the first payment is two weeks after your waiting period ends.

If you're working but can't do all of your normal role because you're sick or suffer an injury, you're covered for the difference between what you're getting paid now and 75% of your average salary over the 12 months prior to you becoming disabled plus 9.5% of this salary as a super contribution to your Mine Super account. This is known as our 'partial disability benefit'.

If pre-approved by our insurer, they will arrange up to \$25,000 for:

- + modifying your home or workplace to help you return to work
- + vocational training, including counselling.

These payments are paid directly to the provider.

## What happens to my benefit if I'm getting other income?

If you're working in a reduced capacity, and your income is less than the income you earned before you were disabled, you might be eligible for a partial disability benefit. For more information go to the 'Important definitions and meanings' section on page 22.

Any other payments received as income might reduce your benefit. This may include things like annual leave, sick leave, workers compensation payments, payments from other insurance policies or income from a job that's not your usual one. Income from investments, lump sum TPD and trauma insurance benefits and genuine gifts won't reduce the amount you receive.

If you're being paid a benefit and also receiving workers compensation payments, your IP benefit payment will stop when a doctor considers that you're fit to return to work.

\* The 9.5% super contributions paid to your super account will count towards your before-tax contribution cap.

## Income Protection insurance (cont.)

If you're appealing a Workers Compensation Authority decision, then you might be able to continue receiving benefits under this policy, subject to you agreeing to repay benefits at the conclusion of the appeal.

### How is my salary calculated for a claim?

The salary used to calculate your insurance benefit is:

**If you're employed** – the total income you earn before tax in the 12 months immediately prior to the date you became disabled. It includes incentive payments and bonuses, overtime, shift loadings and allowances, any salary package you can take as cash and nil amounts for periods of unemployment. If you started working for a participating employer of the Fund for the first time in the previous year, your salary will be based on your average salary for the time you've worked for a participating employer. Your salary doesn't include super contributions your employer pays for you.

**If you're self-employed** – your gross income from personal exertion in the 12 months immediately prior to the date you become disabled less your business expenses in earning that income.

### When can I make a claim?

Provided you have IP insurance when you become unable to work (fully or partially), you'll be entitled to make a claim unless your case falls into one of the exclusions under the section titled 'When am I not covered?' in the next column.

To make a claim, a doctor will need to certify that you're unable to work in your usual occupation at your usual hours.

Once your claim is accepted, you'll need to regularly provide medical certification (usually monthly) to confirm you're still unable to work in your usual occupation in order for your benefit payments to continue. Our insurer can request additional information from you. You'll be required to undertake the treatment program prescribed by your doctor.

You need to claim for workers compensation first if your disability is work related.

To make a claim, call us on 13 64 63.

### When am I not covered?

- + If your injury or illness arises as a consequence of invasion, war and civil war.
- + If your injury or illness is intentionally self-inflicted, including attempted suicide.
- + When your injury or illness is from a normal and uncomplicated pregnancy and childbirth.
- + Your injury or illness is caused by participation in a criminal act.
- + You're a professional sportsperson whose IP insurance started after 31 March 2017. Professional sportspeople are not eligible to hold IP insurance.

You won't be covered for any pre-existing illnesses or injuries you have at the time your cover commences.

A pre-existing illness is one you've been treated for, or advised to be treated for, in the six months prior to commencing, recommencing or increasing your cover. It will no longer be considered a pre-existing illness if:

- + you, with the agreement of your doctor, haven't needed to be treated or seen by your doctor for the illness for at least six months, or
- + you've had continuous IP insurance on your Mine Super account for two years at the time of disability and you were in 'Active Employment' doing your normal unrestricted duties for the final two months of that two year period.

A pre-existing injury is an injury which occurred prior to the start of your cover.

For a definition of injury and illness go to page 37.

### How long will I receive a benefit if I can't work?

You'll be paid a benefit until the earlier of a doctor certifying that you're fit to return to work or the maximum benefit period finishing.

If you're under age 65 the standard maximum benefit period is two years. You can increase your benefit period to five years. There's more information on this under the heading 'Can I tailor my Income Protection insurance?' on page 16.

If you're aged between 65 and 70 and you:

- + become sick, your benefit period will be 12 weeks or to age 70, whichever occurs first
- + are injured, your benefit period will be 52 weeks or to age 70, whichever occurs first. If you're already being paid a benefit at age 65, you'll receive a further 12 weeks' payments for illnesses and 52 weeks' payments for injuries, but only to a total maximum benefit period of two years, unless you chose to have a five year benefit period before you were disabled.

### What if I'm living overseas?

If you're overseas when you submit a claim, the maximum benefit period is nine months while you're overseas.

If you return to Australia benefits will continue for the rest of your benefit period or until you're able to work again.

If you make a claim our insurer, if it's reasonable, can ask you to return to Australia at your expense for assessment of your claim.

### What is the standard waiting period?

60 days. The waiting period is the length of time between when your doctor confirms you're disabled and unable to work and when you start to receive your income protection payments. You can change your waiting period. There's more on this under the heading 'Can I tailor my Income Protection insurance' on page 16.

### How much does Income Protection insurance cost?

This depends on your salary, your age, your gender and the type of job or 'job classification' you have. The five job classifications are mining, heavy manual, light manual, white collar and professional.

To work out the cost of IP insurance follow the steps below. We've also provided an example to help you.

#### 1. Check how much you're covered for based on your salary

**Andrew earned \$120,000 in the past 12 months, excluding super, so he'll be covered for:**

- +  $\$120,000 \times 75\% = \$90,000$  pa (before tax). This amount is to replace his income.
- +  $\$120,000 \times 9.5\% = \$11,400$  pa. This amount is to replace his compulsory employer super contribution.
- + Add together the above amounts –  $\$90,000 + \$11,400 = \$101,400$  pa.

Andrew's total IP insurance is \$101,400 pa.

Your salary is \$  pa, so you'll have:

\$   $\times 75\% = \$$   pa (before tax). This amount is to replace your income.

\$   $\times 9.5\% = \$$   pa. This amount replaces the compulsory employer super contribution.

Add together the above amounts = \$  + \$  = \$  pa

**Your total IP insurance \$  pa.**

## Income Protection insurance (cont.)

### 2. Check the cost of insurance for your current age and gender

Andrew is a 25 year old male. The table below shows that the monthly cost of Andrew's IP insurance is \$0.147 per month for \$1,000 of insurance.

Your current age is  and your gender is .

The table below shows the cost of your insurance is \$  per month for \$1,000 of cover.

#### Monthly IP premiums per \$1,000 of cover

Age	Male	Female	Age	Male	Female
15-23	0.147	0.196	47	0.478	0.666
24-28	0.147	0.208	48	0.511	0.711
29	0.160	0.233	49	0.555	0.784
30-31	0.172	0.241	50	0.608	0.854
32	0.176	0.241	51	0.661	0.918
33	0.196	0.278	52	0.711	0.996
34	0.208	0.282	53	0.784	1.090
35	0.216	0.306	54	0.849	1.184
36	0.241	0.335	55	0.915	1.278
37	0.241	0.339	56	0.996	1.400
38	0.266	0.372	57	1.090	1.527
39	0.278	0.388	58	1.205	1.686
40	0.306	0.429	59	1.327	1.854
41	0.323	0.449	60	1.466	2.050
42	0.339	0.478	61	1.596	2.238
43	0.367	0.515	62	1.657	2.323
44	0.384	0.527	63	1.290	1.809
45	0.404	0.572	64-69	0.576	0.808
46	0.441	0.617	70	n/a	n/a

Under the terms of our insurance, the premiums we charge you can change in line with the terms of the policy. If the change is material, we'll let you know in writing at least 30 days before the changes take effect.

### 3. Find your job classification factor

**Andrew's job falls under the 'mining' classification.**

The list below shows Andrew needs to multiply the monthly cost of his insurance by 3.20 =  $\$0.147 \times 3.20$  =  $\$0.4704$  per month for \$1,000 of insurance.

#### Income Protection Insurance factors

- + Professional 0.85
- + Light manual 1.60
- + Mining 3.20
- + White collar 1.00
- + Heavy manual 3.20

Your job classification is , which means you need to multiply the monthly cost by

= \$  monthly rate x  Income Protection insurance factor

= \$  per month for \$1,000 of cover.

### 4. Apply any loadings or reductions to the cost of your insurance

If you change the standard 60 day waiting period and / or two year benefit period the cost of your insurance will change. If you improve your cover by reducing your waiting period and / or increasing your benefit period you might also be charged an extra 20% if you smoke. You can find more information about this below under the heading 'Can I tailor my Income Protection insurance?'

Andrew is happy to keep the standard 60 day waiting period and two year benefit period so no loadings or reductions are applied to the cost of his insurance.

### 5. Calculate the cost of your income protection insurance by multiplying the amount of your insurance by the monthly cost

The cost of Andrew's insurance is 101.4 ( $\$101,400$  insurance amount /  $\$1,000$ ) x  $\$0.4704$  (monthly cost) =  $\$47.70$  per month or  $\$572.38$  pa.

#### Your cover cost is

\$  (cover amount /  $\$1,000$ ) x \$  (monthly rate)

= \$  per month or \$  pa

If you change the waiting period or benefit period, you'll also need to adjust the premium for any positive or negative loading. See next page under the heading 'Can I tailor my Income Protection insurance' for more information on this.

## Income Protection insurance (cont.)

### Can I tailor my Income Protection insurance?

Yes, you can change three features of your insurance at any time; the amount you're covered for, your waiting period and your benefit period. If you make a change the cost of your insurance will change and a pre-existing illness and injury exclusion may apply depending on the change.

#### Changing the amount you're covered for

You can choose the salary you're covered for, provided the amount isn't more than your actual salary and is below the maximum benefit limits. The maximum benefit is \$18,461.54 per fortnight (\$480,000 pa) if your job classification is Professional or White collar and \$11,538.46 per fortnight (\$300,000 pa) if your job classification is Light manual, Heavy manual or Mining.

Any increase in salary that's not a result of a genuine documented employer salary increase or promotion will be subject to a pre-existing injury and illness exclusion on the increased portion of your salary.

Keep in mind that, if at the time you make a claim your actual salary over the past 12 months is less than your 'nominated salary', you'll only be covered for your actual salary.

#### An Example

John's cover was based on a salary of \$100,000 when his cover started. A year after his cover started, John asked us to increase the salary recorded on his account to \$120,000. At the time John told us his higher salary, he had a heart condition. John then made a claim for this heart condition. He's covered for his original benefit based on the \$100,000 salary but not the \$20,000 increase as he already had the heart condition at the time he increased his cover. However, if John's claim related to a new condition, for example a new condition such as cancer, John's cover would be based on the salary of \$120,000.

### Changing your waiting period

You can change the 60 day waiting period to:

- + **30 days** – The cost of your insurance will increase by 50% as this improves your cover. You won't be covered for existing illnesses and injuries you have at the time you make this change. You'll be charged 20% extra if you smoke and your waiting period will remain at 60 days for any illnesses or injuries you have at the time you make this change.
- + **90 days** – the cost of your insurance will reduce by 10%. This can be done at any time.
- + **120 days** – the cost of your insurance will reduce by 20%. This can be done at any time.
- + **Up to two years** – the cost of your insurance won't change. Refer to the section titled 'What if I already have Income Protection insurance?' on page 18.

### Changing your benefit payment period

You can choose to increase the standard two year benefit period to five years. The cost of your insurance will increase by 80% as this improves your cover. You won't be covered for existing illnesses and injuries you have at the time you make this change and you'll be charged 20% extra if you smoke. Your benefit period will remain at two years for any existing illnesses and injuries you have at the time you make this change.

You can't have a five year payment period together with an up to two year waiting period.

### Can I cancel my Income Protection insurance?

Yes, you can cancel your insurance at any time.

If you cancel your insurance and decide later to have it, you'll have to reapply and won't be covered for any existing illnesses and injuries you had at the time you reapply for this insurance.



## When will my Income Protection insurance cover stop?

When any one of the following occurs:

- + You turn 70.
- + 12 months after you stopped working for your employer.
- + You're on approved leave (including parental leave) for more than 24 months.
- + You're no longer a member of the Fund.
- + You retire permanently from the workforce.
- + You cancel your insurance.
- + You no longer have enough money in your account to cover the costs of this insurance.
- + You start service with the defence forces of any country, except if you're in the defence force reserves and not overseas.
- + You make a fraudulent claim.
- + You die.
- + The insurance policy we have with the insurer, as a whole, is terminated.
- + Your account hasn't had a contribution (including a transfer from another super fund) for 16 months and you haven't let us know you want to keep your insurance. If you're getting close to the 16 months, we'll try and let you know and give you a chance to keep your insurance if you want to.

If you've already been paid a benefit for the maximum benefit period for a illness or injury, you'll no longer have cover for that illness or injury. You will however have cover for other unrelated illnesses or injuries.

Cover stops for a particular injury or illness when you have been paid a benefit for the entire benefit period ie 2 years or 5 years (if you changed your benefit period) for that illness or injury.

If your insurance cover stops because you've been unemployed for twelve months and / or have insufficient money in your account to pay for this insurance, you can reinstate your cover within six months of these two events. But if you weren't in 'Active Employment' on the day your cover is reinstated, you'll only be covered for 'new events'. This 'new events' restriction will be removed once you've been in 'Active Employment' for two consecutive months after your cover was reinstated. For more information about 'new events' cover go to the section titled 'Who can have Income Protection insurance?' on page 11.

## Can I restart or reinstate my Income Protection insurance if it stops?

If your IP insurance stopped because:

- + you had insufficient funds in your account to pay for your cover, or you stopped working for your participating employer for 12 months, we'll automatically restart your IP insurance when an employer contribution is received within 180 days of the date your cover stopped
- + your account hasn't had a contribution for 16 months and you haven't let us know you want to keep your cover, we'll reinstate your IP insurance if you tell us to within 60 days of the date your cover stopped.

In both instances your cover will only be restarted or reinstated if all premiums are paid in full from the date your cover stopped.

When your IP insurance is restarted or reinstated it will be:

- + equal to the same type and amount of cover that was stopped and will be subject to the same exclusions or special conditions that applied
- + Limited Cover until you've been in Active Employment for 30 consecutive days.

### What if I already have Income Protection insurance?

Generally it's not cost effective to have two IP policies at the same time as any benefits paid will offset each other and you'll not get the full amount of the benefits you've been paying for. If you already have IP elsewhere though you might consider taking up our Policy Extension Option. This option allows you to extend the waiting period on your Mine Super IP insurance to up to two years to match the benefit period of your other IP policy. This means that when benefit payments stop on your other insurance, you can start having benefits paid from your Mine Super insurance.

Under the Policy Extension Option:

- + the cost of your insurance won't change.
- + it's only available if you have a two year benefit period and 60 day waiting period.
- + must be taken up within 90 days of the date on your insurance welcome letter or within your current waiting period after you become sick or injured.

### How is income protection insurance taxed?

Your benefit payments are treated like normal wages and taxed at your personal tax rate. Tax is deducted before we pay you your benefit. If you don't give us your Tax File Number, you'll be taxed at the highest personal tax rate which means you could pay more tax than you need to. You can't claim the cost of this insurance as a tax deduction as it's deducted from your account rather than paid directly by you. As super is a low tax environment, there may be tax effective strategies you could employ, such as salary sacrificing an amount to cover the insurance payments. Keep in mind that salary sacrifice contributions count toward your annual before-tax contributions cap. We encourage you to seek financial advice. Mine Super Financial Advice can provide you advice about insurance with Mine Super. If you want to be put in touch with Mine Super Financial Advice, call us on 13 64 63.

### Can I transfer Income Protection insurance I have elsewhere to my Mine Super account?

You can transfer IP insurance you have elsewhere to your Mine Super account. You'll need to complete an application form and answer some health questions. Our insurer will assess your application and decide whether or not they're happy to take on this cover.

Any restrictions such as exclusions will transfer over but you won't be charged for these. Any restrictions on your current cover and premium loadings under our policy will apply. There are risks you should consider when transferring your existing cover, such as the loss of any accrued benefits, the possibility of waiting periods having to start again and the implications if you don't disclose all relevant information on an application form (even if unintentional).

You shouldn't cancel any existing cover until your application is accepted by our insurer. Once your cover has been transferred, you must cancel your other policy.

The maximum amount of cover you can transfer is a fortnightly benefit payment amount of \$6,923.08 (\$180,000 pa) and the maximum time you can be covered for is five years even if you were covered for longer on your previous policy.

If the waiting and benefit payment periods on your other insurance are different from the ones on your Mine Super account, you'll receive the next longest waiting period and the next shortest benefit period.



To transfer in your other cover, fill in the **Transfer in your other insurance** form. Go to [mine.com.au/super-forms](https://mine.com.au/super-forms)

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# Death and disablement insurance

## There are two types of Death and Terminal Illness and Total and Permanent Disablement insurance – Basic Insurance Cover and Voluntary Insurance Cover.

Both Basic and Voluntary Insurance Cover provide you with:

- + **Death and Terminal Illness (DTI) insurance** – pays a lump sum payment if you die or if you are terminally ill and medically certified to have less than 24 months to live.
- + **Total and Permanent Disablement (TPD) insurance** – pays a lump sum if you're unlikely to ever work again due to an illness or injury. The meaning of TPD is explained further on in this guide on pages 30 - 33.

## Basic Insurance Cover – accumulation account only

Basic Insurance Cover is DTI and TPD insurance that you don't need to apply for or have your health assessed

### Who's eligible for Basic Insurance Cover?

Generally, Basic Insurance Cover is added to your account after all the following have occurred:

- + Your account balance is \$6,000 and above.
- + You're aged 25 to 64.
- + You're employed and your employer makes their first contribution to your account.

If you're not eligible for Basic Insurance Cover because your balance is below \$6,000 and / or you're under 25 years of age, you can still choose to have it added by completing a **Your super account essentials** form. You'll need to be aged 15 to 64 and be employed, with your employer making their first contribution to your account.

You won't be eligible for this cover if at the time your account started, you had been paid, or were entitled to be paid a terminal illness benefit from us, another super fund or insurance policy. If you have previously been paid or were entitled to be paid a TPD benefit, then you'll be covered but only for new conditions.

If you hold a defined benefit account at the time of opening an account with us, you won't receive Basic Insurance Cover.

### When is Basic Insurance Cover added to your account?

- + If it's added to your account automatically - the later of the date your employer makes their first eligible contribution to your account OR the date you reach age 25 and your balance reaches \$6,000 and above.
- + If you ask to add it to your account - the later of the date your employer makes their first eligible contribution to your account or the date you ask us to add this insurance.

### What type of Basic Insurance Cover am I eligible for?

If you're eligible, initially Limited Basic Insurance Cover will be added to your account.

If your cover has been applied automatically, your employer makes a contribution within 180 days of the date your cover commenced and you're in Active Employment for 30 consecutive days, your cover will update to Standard Basic Insurance Cover.

If however your employer makes a contribution outside of 180 days, your cover will remain Limited Basic Insurance Cover for a minimum period of 24 months followed by 30 consecutive days in Active Employment.

If you ask us to add cover to your account within 180 days of you commencing employment with your employer and you're in Active Employment for 30 consecutive days, your cover will convert to Standard Basic Insurance Cover. If you ask us to add cover to your account outside of 180 days of you commencing employment, your cover will remain Limited Basic Insurance Cover for a minimum period of 24 months followed by 30 consecutive days in Active Employment. Your cover will then convert to Standard Basic Insurance Cover. The update to Standard Basic Insurance Cover will occur the later of the date that we receive your application, your employer makes their first eligible contribution to your account, your employment commencement date or the date you ask us to add this insurance.

## Death and disablement insurance (cont.)

### How much Basic Insurance Cover will I receive and how much does it cost?

You'll receive a set amount of insurance based on your age. The cost of this insurance depends on your gender and 'job classification'. Go to the 'Your job classification' section on page 9 to find out what job classification your job falls under.

If you don't tell us your job, we'll give you a 'mining' job classification.

As you get older, the amount of your Basic Insurance Cover and in turn its cost will automatically change.

You can find the amount and cost of Basic Insurance Cover for different ages in the table below.

Age	Amount of basic cover		Monthly cost (Males)					Monthly cost (Females)				
	DTI	TPD	Professional	White Collar	Light manual	Heavy manual	Mining	Professional	White Collar	Light manual	Heavy manual	Mining
15-24	\$50,000	\$50,000	\$2.79	\$3.20	\$6.07	\$7.63	\$10.41	\$2.22	\$2.46	\$5.09	\$5.90	\$9.43
25-29	\$100,000	\$100,000	\$5.28	\$6.03	\$11.46	\$14.40	\$19.68	\$4.18	\$4.65	\$9.60	\$11.15	\$17.81
30-34	\$100,000	\$100,000	\$14.10	\$16.16	\$30.68	\$38.54	\$52.64	\$11.19	\$12.43	\$25.70	\$29.84	\$47.66
35-39	\$100,000	\$100,000	\$14.67	\$16.82	\$31.92	\$40.09	\$54.76	\$11.65	\$12.94	\$26.74	\$31.05	\$49.57
40-44	\$100,000	\$100,000	\$17.24	\$19.78	\$37.50	\$47.11	\$64.37	\$13.68	\$15.21	\$31.41	\$36.49	\$58.29
45-49	\$100,000	\$100,000	\$18.93	\$21.72	\$41.19	\$51.75	\$70.66	\$15.03	\$16.70	\$34.49	\$40.07	\$63.99
50-54	\$80,000	\$80,000	\$16.18	\$18.56	\$35.20	\$44.22	\$60.40	\$12.85	\$14.26	\$29.49	\$34.25	\$54.69
55-59	\$60,000	\$45,000	\$11.61	\$13.32	\$25.24	\$31.63	\$43.26	\$9.21	\$10.21	\$21.13	\$24.53	\$39.15
60	\$50,000	\$25,000	\$8.24	\$9.44	\$17.83	\$22.28	\$30.52	\$6.52	\$7.20	\$14.91	\$17.32	\$27.60
61	\$50,000	\$20,000	\$7.57	\$8.67	\$16.36	\$20.41	\$27.98	\$5.98	\$6.60	\$13.68	\$15.88	\$25.30
62	\$50,000	\$15,000	\$6.90	\$7.90	\$14.89	\$18.54	\$25.44	\$5.45	\$6.00	\$12.44	\$14.44	\$22.99
63	\$50,000	\$10,000	\$6.23	\$7.13	\$13.42	\$16.67	\$22.90	\$4.91	\$5.40	\$11.21	\$13.01	\$20.69
64	\$50,000	\$5,000	\$5.56	\$6.36	\$11.95	\$14.80	\$20.36	\$4.38	\$4.80	\$9.97	\$11.57	\$18.38
65	Nil	Nil	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Under the terms of our insurance, the premiums we charge you can change in line with the terms of the policy. If the change is material, we'll let you know in writing at least 30 days before the changes take effect.

To work out the cost of Basic Insurance Cover and how much you'll receive follow the steps below. We've also used an example to help you.

**Andrew is age 25 and works in mining. Use the table above to work out the monthly cost of Andrew's cover.**

#### Step 1: Check the amount of Basic Insurance Cover for Andrew's age

**Amount of Basic Insurance Cover based on Andrew's age = \$100,000 DTI and \$100,000 of TPD.**

Amount of Basic Insurance Cover based on your age = \$  DTI and \$  of TPD.

**Step 2:** Check the monthly cost of insurance for Andrew's gender (male) and job classification (mining) in the table above.

**Cost of Andrew's insurance = \$19.68 per month**

Cost of your insurance \$  per month

### Can I cancel Basic Insurance Cover?

Yes, you can cancel this insurance at any time. If Basic Insurance Cover has been applied automatically and you do this within 90 days of the date your insurance started we will refund your premiums to your account.

### You can increase your Basic Insurance Cover under our 'Introductory Cover Option'

Under this option, you can apply to double your Basic Insurance Cover within 60 days of the date on your insurance welcome letter.

If you're over 50 we'll ask you some basic questions about your health.

You can only use this option once and you need to use it the first time Basic Insurance Cover is added to your account.

The cost of this extra cover is based on Basic Insurance Cover premium rates.

To increase your insurance under this option, you'll need to complete a **Double your Basic Insurance Cover** form or **Your super account essentials** form. You can find these forms at [mine.com.au/super-forms](http://mine.com.au/super-forms)



To increase your insurance under this option, you'll need to complete a **Double your Basic Insurance Cover** form. You can find this form at [mine.com.au/super-forms](http://mine.com.au/super-forms)

### When will my Basic Insurance Cover stop?

When one of the following happens:

- + You turn 65.
- + You ask to cancel your cover.
- + You die.
- + You're paid a terminal illness or TPD benefit. If you're paid a Basic TPD Insurance Cover benefit, any death cover above your TPD benefit will transfer to Voluntary Insurance Cover. The amount of your DTI insurance cover will be reduced by the amount of the TPD benefit you're paid.
- + There isn't enough money in your account to pay for your cover.
- + You start active service with the armed forces of any country, although if you're a member of the Defence Force Reserve your cover will stop only when you become the subject of a call out order.
- + You're no longer entitled to hold an interest in the Fund.
- + You no longer have a Mine Super account.
- + Your account hasn't had a contribution (including a transfer from another super fund) for 16 months and you haven't let us know you want to keep your insurance. If you're getting close to the 16 months, we'll try and let you know and give you a chance to keep your insurance if you want to.

## Death and disablement insurance (cont.)

### Can I restart or reinstate my Basic Insurance Cover if it stops?

If your Basic Insurance Cover stopped because:

- + you had insufficient funds in your account to pay for your cover, we'll automatically restart your Basic Insurance Cover when an employer contribution is received within six months of the date your cover stopped
- + your account hasn't had a contribution for 16 months and you haven't let us know you want to keep your cover, we'll reinstate your Basic Insurance Cover if you tell us to within 60 days of the date your cover stopped.

In both instances your cover will only be restarted or reinstated if all premiums are paid in full from the date your cover stopped.

When your Basic Insurance Cover is restarted or reinstated it will be:

- + equal to the same type and amount of cover that was stopped and will be subject to the same exclusions or special conditions that applied
- + Limited Cover until you've been in Active Employment for 30 consecutive days.

### Voluntary Insurance Cover – accumulation account only

You can apply for Voluntary DTI or DTI and TPD insurance. You're eligible to apply for Voluntary Insurance Cover if you're aged between 15 and 69 for DTI cover and between 15 and 64 for TPD cover and have at least \$5,000 in your accumulation account. The amount you apply for must be a multiple of \$10,000.

If you have this insurance, you can hold it until you're aged 70, although the benefit entitlements, for which you can claim a TPD benefit, change from age 65.

There are forms to fill out and you'll need to have your health assessed. While we're assessing your application you'll have 'Interim Accident Cover'. This is explained further on page 28.

If you're approved for Voluntary Insurance Cover you might have special conditions, including policy exclusions, applied to your insurance. Insurance with special conditions will start immediately but if you cancel the insurance within 30 days of us telling you of these special conditions premiums charged will be refunded to your account.

You have the option to switch any Basic Insurance Cover you might have on your account to Voluntary Insurance Cover at any time as long as you apply before you turn age 65. You'll need to complete the **Convert your Basic Insurance Cover to Voluntary Insurance Cover** form to do this. You can find this form at [mine.com.au/super-forms](http://mine.com.au/super-forms)

Under Voluntary Insurance Cover, you can have different amounts of DTI and TPD cover but you cannot have TPD cover by itself or for an amount which exceeds your DTI cover.

## How much does Voluntary Insurance Cover cost?

The cost of this insurance depends on your age, your job classification, gender, if you smoke and the amount of your insurance. To work out the cost of Voluntary Insurance Cover follow the steps below. We've also used an example to help you.

### Example

Andrew is 25 and works in mining.

#### 1. How much insurance do you need?

Andrew needs \$800,000 in Voluntary DTI and TPD insurance.

How much insurance do you want? = \$

#### 2. Find your job classification factor

Andrew's job falls under the 'mining' classification. He's also a smoker. This means Andrew's job classification factor is 3.00.

What's your job classification?

	Male smoker	Male non-smoker	Female smoker	Female non-smoker
Professional	1.05	0.85	0.80	0.65
White Collar	1.20	1.00	0.90	0.75
Light manual	1.70	1.40	1.25	1.05
Heavy manual	2.50	2.05	1.95	1.60
Mining	3.00	2.50	2.35	1.95

## Death and disablement insurance (cont.)

### 3. Find the cost of insurance for your age

Andrew is 25 years of age, so the cost of his insurance (not adjusted by a job classification factor) is \$6.189 pa for each \$10,000 of DTI cover and \$1.856 for each \$10,000 of TPD insurance. This means the total yearly cost of Andrew's insurance is \$8.045 for each \$10,000 of DTI and TPD insurance.

#### What's the cost of your insurance?

\$  per \$10,000 of DTI  
 + \$  per \$10,000 of TPD  
 = \$  total cost per \$10,000

#### Voluntary DTI and TPD Insurance rates per \$10,000 pa

Age	DTI (\$)	TPD (\$)	Age	DTI (\$)	TPD (\$)	Age	DTI (\$)	TPD (\$)
15	7.155	0.934	34	8.667	3.445	53	40.951	37.810
16	8.364	1.456	35	8.934	4.179	54	45.069	42.623
17	9.900	1.556	36	9.493	4.346	55	50.001	47.924
18	10.040	1.578	37	10.040	4.968	56	55.108	55.059
19	9.330	1.512	38	10.854	5.858	57	60.866	63.373
20	8.364	1.589	39	11.959	6.368	58	66.241	70.241
21	7.701	1.533	40	13.052	7.436	59	72.826	76.932
22	7.003	1.345	41	14.286	8.369	60	80.388	84.122
23	6.584	1.456	42	15.391	9.425	61	88.484	91.892
24	6.444	1.589	43	16.764	10.802	62	97.559	101.294
25	6.189	1.856	44	17.857	12.581	63	109.378	113.453
26	5.898	1.689	45	19.522	13.826	64	122.280	128.490
27	6.748	1.334	46	21.150	15.637	65	138.102	148.262
28	6.329	1.856	47	23.070	17.749	66	156.785	171.168
29	6.444	2.156	48	25.420	20.472	67	178.621	198.764
30	6.584	2.601	49	28.165	23.351	68	204.727	232.217
31	7.155	2.768	50	30.911	26.796	69	235.370	270.539
32	7.562	3.246	51	34.075	29.986			
33	8.120	3.412	52	37.379	33.598			

Under the terms of our insurance, the premiums we charge you can change in line with the terms of the policy. If the change is material, we'll let you know in writing at least 30 days before the changes take effect.

### 4. Calculate the cost of your Voluntary Insurance Cover

Cost of Voluntary Insurance Cover = number of \$10,000 lots x job classification factor x annual cost per \$10,000.

**The cost of Andrew's Voluntary Insurance Cover = 80 lots of \$10,000 x 3.00 x \$8.045 per \$10,000 = \$1,930.80 pa or \$37.13 per week.**

The cost of your Voluntary Insurance Cover

lots of \$10,000 x  job classification factor  
 x \$  annual cost per \$10,000  
 = \$  pa or \$  per week.



### Increasing your insurance under our Significant Life Event option

There are eight events when you can increase your Voluntary Insurance Cover **without having your health assessed**:

1. Taking out a mortgage or increasing it by \$100,000.
2. Having or adopting a child.
3. Marrying.
4. Divorcing.
5. A dependent child starting high school.
6. Completing an undergraduate degree.
7. Becoming a carer.
8. Death of a spouse.

You must apply to have insurance added under this option within 180 days of the event and provide proof the event occurred. You'll only be able to do this three times overall and only once in any 12 month period. To be eligible you must also be under 60 and not be eligible, have received or applied for a permanent or temporary incapacity benefit or terminal illness benefit.

The amount of extra insurance you can add each time is \$100,000 maximum (with the amount required to be divisible by \$10,000). The cost of this extra insurance will be in line with the cost of Voluntary Insurance Cover detailed previously.



To increase your insurance under this option, you'll need to complete an **Increase your insurance following a significant life event** form. You can find this form at [mine.com.au/super-forms](http://mine.com.au/super-forms)

### When will your Voluntary Insurance Cover stop?

When one of the following happens:

- + You turn 70.
- + You ask to cancel your cover.
- + You die.
- + You're paid a terminal illness or TPD benefit.  
The amount of your DTI insurance cover will be reduced by the amount of the TPD benefit you're paid.
- + There isn't enough money in your account to pay for your cover.
- + You join any armed forces other than the Australian Defence Force Reserves when not on a call out order.
- + You're no longer entitled to hold an interest in the Fund.
- + You no longer have a Mine Super account.
- + Your account hasn't had a contribution (including a transfer from another super fund) for 16 months and you haven't let us know you want to keep your insurance. If you're getting close to the 16 months, we'll try and let you know and give you a chance to keep your insurance if you want to.

### What happens to your Voluntary TPD Cover after you turn age 65?

It reduces by 20% each year on your birthday until it reaches zero when you reach age 70. This is outlined in the table below.

From age 65, you'll also only be able to make a TPD claim for events two and three of the definition of total and permanent disablement at the end of this document under the heading 'Important definitions and meanings' on page 27.

Age	TPD benefit	Example based on \$100,000 Voluntary Insurance Cover
65	100%	\$100,000
66	80%	\$80,000
67	60%	\$60,000
68	40%	\$40,000
69	20%	\$20,000
70	0%	Nil – cover ceases

## Death and disablement insurance (cont.)

### Can you transfer other DTI and TPD insurance you have to your Mine Super account?

You can transfer DTI / TPD insurance cover you have elsewhere to your Mine Super account as Voluntary Insurance Cover. You'll need to complete an application form and answer some health questions. Our insurer will assess your application and decide whether or not to add this cover to your account.

Any restrictions such as exclusions or premium loadings will transfer over but you won't be charged for these. Any restrictions on your current cover will also apply.

There are risks you should consider when transferring your existing cover, such as the loss of any accrued benefits, the possibility of waiting periods having to start again and the implications if you don't disclose all relevant information on an application form (even if unintentional).

You shouldn't cancel any existing cover until your application is accepted by our insurer. Once your cover has been transferred, you must cancel your other policy.

The maximum amount of DTI / TPD insurance cover you can transfer is \$1 million. The maximum amount of TPD insurance you can have on your account is \$2 million. The amount you transfer will need to be the same amount of insurance you have elsewhere, rounded up to the nearest \$10,000.

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**i** To do this transfer, you'll need to complete a **Transfer in your other insurance** form. You can find this form at [mine.com.au/super-forms](http://mine.com.au/super-forms)

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### When are you not covered (called 'exclusions')?

You're not covered if your claim is caused by war involving Australia or New Zealand or any other country you live in. If you have Limited Cover or Restricted Cover, other exclusions apply (see pages 28 and 29). Any individual exclusions on your cover will also apply.

### What if I'm overseas and claiming a TPD or terminal illness benefit?

Our insurer might ask you to return to Australia to assess your claim. If you refuse, your claim might be rejected.

### How will your insurance benefit be paid?

#### If you die

Your benefit will be part of your super account and the normal super rules will apply. It will not form part of your estate.

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**i** To choose who you want your benefit paid to if you die, you'll need to complete a **Nominate your beneficiaries** form at [mine.com.au/super-forms](http://mine.com.au/super-forms). For more information read our **Nominating beneficiaries** factsheet at [mine.com.au/super-factsheets](http://mine.com.au/super-factsheets)

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#### If you're totally and permanently disabled

If your TPD claim is approved, your insurance benefit is credited to your Mine Super account. To take this money as cash, you'll need to meet one of the government's conditions for withdrawing money from super.

# Important definitions and meanings

## Death and Terminal Illness, Total and Permanent Disablement General definitions

### Accident

means bodily injury caused solely and directly by accidental, external and visible means independent of any other cause.

### Active Service

refers to an Insured Member's occupation as part of the military force (including without limitation the Defence Force Reserve, the army, the navy, the air force or the like). Reserve duty is excluded.

### Activities of Daily Living

means:

- (a) Bathing - bathing and showering
- (b) Dressing - dressing and undressing
- (c) Feeding - eating and drinking
- (d) Mobility - mobility, to the extent of being able to get in and out of bed or a chair, and move from place to place without using a wheelchair
- (e) Toileting - the ability to use a toilet, without the assistance of another person or suitable aids.

### Active Employment

means an Eligible Person:

- i) is:
  - (a) gainfully employed and working at the relevant time and not on leave - he or she is actively performing all the usual duties of his or her normal occupation, working his or her usual hours free from any limitation due to illness or injury; or

- (b) gainfully employed and not working at the relevant time for reasons other than injury or illness or is on leave approved by their Employer - he or she is capable of actively performing all the usual duties of his or her normal occupation and capable of working his or her usual hours free from any limitation due to illness or injury; or

- (c) engaged exclusively in Domestic Duties at the relevant time - he or she is actively performing all their unpaid Domestic Duties free from any limitation due to illness or injury; or

- (d) unemployed at the relevant time for reasons other than illness or injury - he or she is capable of actively performing all the usual duties of his or her normal occupation (being the occupation performed by the Eligible Person when they last worked) and capable of working his or her usual hours free from any limitation due to illness or injury; and

- ii) is not in receipt of and/or entitled to claim income support benefits from any source Including but not limited to workers' compensation benefits, statutory motor accident benefits or disability income benefits (including government income support benefits).

### Date of Disablement

means the later of the following dates:

- (a) the date the Insured Member suffers from the illness or injury that is the principal cause of the Insured Member's Total and Permanent Disablement; and

- (b) the date the Insured Member ceases all work.

The date of disablement must occur while the Insured Member is covered under the Policy.

## The meaning of some important terms (cont.)

### Domestic Duties

means the tasks performed by a person whose sole occupation is to maintain their family Home. These tasks include unassisted cleaning of the Home, cooking of meals for their family, doing their family's laundry, shopping for their family's food and taking care of dependent children (where applicable). It does not include duties performed outside the person's Home for salary, reward or profit.

### Employer Contribution/s

means in relation to the relevant Member:

- (a) a superannuation contribution by an employer (as defined in section 12 of the Superannuation Guarantee (Administration) Act 1992 (Cth) for the purposes of that Act) for the benefit of the member including as a result of salary sacrifice by the member; or
- (b) any contribution for the benefit of the Member by a person that we determine consistent with our administrative business rules to treat as within this definition.

### Event Date

means:

- (a) for TPD Definition 1, Part 1 and Part 2, the first day of the Waiting Period;
- (b) for TPD Definition 1, Part 3, the date the Insured Member is absent from all work because of a Specific Illness.

### Gainful Employment

means any occupation that the person can perform on a fulltime or part time basis.

### Gainfully Working / Gainfully Worked

means a person is:

- (a) employed or self-employed for reward or financial benefit, or the hope of reward or financial benefit, in any business, trade, profession, vocation, calling, occupation or employment; or
- (b) on Employer Approved Leave.

### Interim Accident Cover

has the meaning it has in clause 5 of the policy.

### Interim Cover Benefit

means the amount the Insurer will pay under clause 5 and will be the lesser of:

- + \$500,000;
- + the amount applied for; and
- + the difference between the benefit amount applied for and any existing Insured Cover which is to be replaced.

### Limited Cover

means the Insured Member is only covered for benefits arising from:

- + an illness that first becomes apparent; or
- + an injury that first occurs;

on or after the date Insured Cover last commenced, recommenced or, where the Insurer agrees in writing, was increased for the Insured Member under this Policy.

### Medical Consultation

means any activity undertaken for the detection, treatment or management by a Medical Practitioner or allied health provider of an illness, injury, medical condition or related symptom, including but not limited to the application of prescribed drugs or therapy (whether conventional or alternative).

### Medical Practitioner

means, unless the Insurer agrees otherwise:

- (a) a medical practitioner legally qualified and registered to practice in Australia; or
- (b) if the claimed condition is a psychiatric condition diagnosed in accordance with the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), a person who is legally qualified and registered as a practicing psychiatrist by the relevant medical registration boards and/or the Specialist Recognition Advisory Committee coordinated through the Australian Health Practitioner Health Regulation Agency;

but shall not include chiropractors, physiotherapists, psychologists or alternative health providers.

Medical Practitioner cannot be the Insured Member, or their:

- (i) spouse or partner with whom they are in a de facto relationship;
- (ii) close family relative;
- (iii) business associate or partner;
- (iv) fellow security holder in the same company/ trust (other than a publicly listed entity); or
- (v) employer or employee.

## Minimum Hours

means:

- (a) 15 hours per week; or
- (b) where the person's ordinary hours of work vary per week in accordance with a roster, an average of 15 hours per week over a person's Roster Cycle.

## New Events TPD Cover

means an Insured Member will only be covered for Total and Permanent Disablement that arises directly from an illness which became apparent to the Insured Member, or an injury which occurred to the Insured Member, on or after the date that the Insured Member's cover last commenced or recommenced. To avoid doubt, New Events TPD Cover and Restricted Cover do not apply to Defined Benefit Cover.

## Occupational Classification

is the classification that is applied to the nature of the Insured Member's occupation and which is used to determine the cost of an Insured Member's Insured Cover where the following classifications have the meanings set out below:

**'mining'** - perform light manual or heavy manual work and required to work in an underground mine for more than 5% of total work time; or work in any other occupation which we and the Insurer agree to insure as a high risk occupation.

**'heavy manual'**- perform heavy manual work or work in an open-cut mine for more than 20% of total work time and spend less than 5% of work time in an underground mine. The Insured Member's occupation must not be in 'mining' as

defined above. The types of duties involved in the following occupation may fit this category: bricklayer, roof carpenter, truck driver, forklift driver, bulldozer driver.

**'light manual'**- perform light manual work for more than 20% of total work time and spend less than 5% of work time in an underground mine so long as the Insured Member's occupation is not defined as 'heavy manual' or 'mining' above. The types of duties involved in the following occupations may fit within this category: carpenter, electrician, plumber, factory production manager.

**'white collar'**- work in a predominantly office based sedentary occupation for over 80% of total work time, so long as they are not defined as 'mining' as defined above.

**'professional'**- work in a predominantly office based sedentary occupation for over 80% of total work time and earn more than \$80,000 per annum, so long as they are not defined as 'mining' as defined above.

## Pre-Existing Condition

means an injury, illness, condition or related symptom, whether it was diagnosed by a Medical Practitioner or not, which:

- (a) the Insured Member (or a reasonable person in his or her position) was aware of, or should have been aware of;
  - (b) the Insured Member had, or was intending to have, a Medical Consultation in respect of; or
  - (c) a reasonable person in the circumstances of the Insured Member would have had a Medical Consultation in respect of,
- as at date cover is to commence.

## Restricted Cover

means death cover and New Events TPD Cover.

## Retained Member

means a member who has finished employment with a WA coal industry employer.

## The meaning of some important terms (cont.)

### Roster Cycle

means the roster cycle that is agreed between the Insured Member and their Employer.

### Self-employed

means a person who:

- (i) the Trustee determines is self-employed; and
- (ii) provides written confirmation that he or she is operating a business as a self-employed individual, partnership or through a controlled entity.

### Specialist Medical Practitioner

means a Medical Practitioner practicing in an area related to the illness or injury suffered by an Insured Member.

### Specific Illness

means one or more of the following:

- (a) Cardiomyopathy
- (b) Primary Pulmonary Hypertension
- (c) Major Head Trauma
- (d) Motor Neurone Disease
- (e) Multiple Sclerosis
- (f) Muscular Dystrophy
- (g) Paraplegia
- (h) Quadriplegia
- (i) Hemiplegia
- (j) Diplegia
- (k) Tetraplegia
- (l) Dementia and Alzheimer's Disease
- (m) Parkinson's Disease
- (n) Blindness
- (o) Loss of Speech
- (p) Loss of Hearing
- (q) Chronic Lung Disease
- (r) Severe Rheumatoid Arthritis

### Standard Cover

means unrestricted death cover in addition to Full TPD cover (where applicable).

### Terminal Illness/ Terminally Ill

means:

- (a) two Medical Practitioners have, separately or jointly, certified in writing that the Insured Member suffers from an illness, or has incurred an injury, that is highly likely to result in their death within a period ('the certification period') that ends not more than 24 months after the date of the certification;
- (b) at least one of the registered Medical Practitioners is a Specialist Medical Practitioner practicing in an area related to the illness or injury suffered by the Insured Member;
- (c) each of the certificates referred to in clause (a) are completed while the Insured Member has death cover in force under the Policy;
- (d) the certification period for each of the certificates has not expired at the time the claim is lodged; or
- (e) the Insurer is satisfied that on other medical evidence, that despite reasonable medical treatment, the illness or injury is likely to result in the Insured Member's death within 24 months of the date of the certifications.

### Total and Permanent Disability Benefit or TPD Benefit

is based on:

- (a) where the Insured Member holds Insured Basic Cover:
  - (i) the number of Units of TPD cover allocated to the Insured Member's account as at the Event Date; and
  - (ii) the Insured Member's age as at the Event Date;
- (b) where the Insured Member holds Insured Voluntary Cover that includes TPD, the amount of Fixed-Dollar Cover for TPD allocated to the Insured Member's account at the Event Date; and
- (c) where the Insured Member holds Defined Benefit Cover, the amount of TPD cover determined for the Insured Member pursuant to Schedule Three as at the Event Date.

## Total and Permanent Disablement / Total and Permanent Disability / Totally and Permanently Disabled / TPD

means one of the following two definitions:

### Definition one

**Part 1** An Insured Member satisfies all of the following (a), (b) and (d) or (a), (c) and (d):

- a) is aged less than 65 years on the Date of Disablement; and
- b) is Gainfully Working for at least the Minimum Hours on the day immediately prior to the Date of Disablement; or
- c) Gainfully Working for at least the Minimum Hours within the twelve consecutive months immediately prior to the Date of Disablement; and
- d) in the Insurer's opinion based on medical or other evidence satisfactory to the Insurer, because of injury or illness, the Insured Member:
  - (i) has not worked during the Waiting Period; and
  - (ii) is unlikely to work in any Gainful Employment for which he or she is reasonably qualified by education, training or experience.

or

**Part 2** In the Insurer's opinion based on medical or other evidence satisfactory to the Insurer, because of injury or illness, the Insured Member:

- a) is totally unable to perform at least two of the Activities of Daily Living during the Waiting Period; and
- b) is:
  - (i) permanently and irreversibly unable to perform at least two of the Activities of Daily Living; and
  - (ii) unlikely to ever work in any Gainful Employment for which he or she is reasonably qualified by education, training or experience.

or

**Part 3** An Insured Member satisfies the following (a) and (b):

- a) is aged less than 65 years on the Date of Disablement; and

- b) in the Insurer's opinion based on medical or other evidence satisfactory to the Insurer, because of a Specific illness, the Insured Member:

- (i) is absent from all work; and
- (ii) unlikely to ever work in any Gainful Employment for which he or she is reasonably qualified by education, training or experience, and the Insured Member is likely to be so disabled for life.

### Definition two

Where the Insured Member's TPD cover commenced before 1 July 2014, the following Definition will apply:

- a) The Insurer is satisfied on medical and other evidence that the Insured Member has suffered, as a result of illness or injury;
  - (i) the total and permanent loss of the use of two limbs;
  - (ii) blindness in both eyes; or
  - (iii) the total and permanent loss of the use of one limb and blindness in one eye;

where limb means the whole hand below the wrist or whole foot below the ankle; and blindness means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of arc;

or

- b) the Insured Member, as a result of illness or injury, has for 6 consecutive months from the Date of Disablement been totally unable to perform without the physical assistance of another person any two of the following activities of daily living:

- (i) dressing - the ability to put on and take off clothing;
- (ii) toileting - the ability to use the toilet, including getting on and off;
- (iii) mobility - the ability to get in and out of bed and a chair;
- (iv) continence - the ability to control bowel and bladder function;
- (v) feeding - the ability to get food from a plate into the mouth;

and the Insured Member is permanently and irreversibly unable to do so for life



## The meaning of some important terms (cont.)

or

- c) the Insured Member;
  - (i) was employed for at least the Minimum Hours immediately prior to the Date of Disablement; or
  - (ii) was employed for at least the Minimum Hours within the 12 month period prior to the Date of Disablement; and
  - (iii) was, on the Date of Disablement, age 64 years or less; and
  - (iv) as a result of illness or injury, has been absent from all work for 6 consecutive months from the Date of Disablement and the Insurer considers, on the basis of medical and other evidence satisfactory to the Insurer, the Insured Member is unlikely ever to be able to engage in any other Occupation

where Occupation means:

- for a mining industry employee, professional or senior management, the person's occupation based on the general area of expertise of the person; otherwise
- an occupation that the person can perform on a full time or part time basis, based on the skills and knowledge the person has acquired through previous education, training or experience

### Notes

Mining industry employee means the member has been working within the Australian mining industry (including mining other than coal mining) as:

- + an employee with at least 5 consecutive years' service; or
- + an apprentice with at least 4 years' service out of the last 5 years; or
- + an employee with at least 5 years' service out of the last 8 years.

Professional means a person who:

- + has a university degree;
- + belongs, or is eligible to belong, to a professional body;
- + earns a salary greater than \$60,000 per annum; and
- + only works in an office environment and in a sedentary capacity.

Senior management means a person who:

- + is part of the senior management of an employer;
- + earns a salary greater than \$60,000 per annum;

or

- d) all of the following sub-clauses (i), (ii), (iii) and (iv) apply to the Insured Member;
  - (i) the Insured Member was, on the Date of Disablement, aged 64 years or less;
  - (ii) the Insured Member is absent from all work as a result of suffering either of Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis;
  - (iii) The insurer considers, on the basis of medical and other evidence satisfactory to the Insurer that as a result of a condition identified in clause (ii), the Insured Member is unlikely ever to be able to engage in any Occupation, whether or not for reward; and
  - (iv) the Insured Member is likely to be so disabled for life;

where Occupation means an occupation that the person can perform, on a full time or part time basis, based on the skills and knowledge the person has acquired through previous education, training or experience.

The following definition is relevant to Definition 2 under the Policy:

**Event Date** means in relation to an Insured Member:

- a) who claims a TPD Benefit under sub-clause (a) of the TPD definition - the date the Insured Member suffers the loss of the use of two limbs (where 'limb is defined as the whole hand or the whole foot), blindness in both eyes, or the total and permanent loss of the use of one limb and the blindness in one eye;
- or



- b) who claims a TPD Benefit under sub-clause (b) of the TPD definition - the start of the 6 consecutive months from the Date of Disablement;
- c) who claims a TPD Benefit under sub-clause (c) of the TPD definition - the start of the 6 consecutive months from the Date of Disablement; or
- d) who claims a TPD Benefit under sub-clause (d) of the TPD definition - the date the Insured Member is absent from all work as a result of suffering either of Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis.

### Transferred Cover

means existing cover the Insured Member applies to transfer from a Previous Life Policy to the Policy under clause 4.3.1.

### Underwriting / Underwritten

means the process the Insurer undertakes to assess an Eligible Person's Application for Insured Cover including obtaining and considering information concerning their medical, health and employment status and such other information as the Insurer, in their reasonable discretion, require.

### Waiting Period

means a 183 consecutive day period from the Date of Disablement (or any lesser period agreed between us and the Insurer).

### War

means any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.

## Medical definitions

### Alzheimer's Disease

means the unequivocal diagnosis of Alzheimer's disease, made by a medical practitioner who is a consultant neurologist or geriatrician, confirming dementia due to failure of the brain function with cognitive impairment for which no other recognisable cause has been identified.

### Blindness

means the permanent loss of sight in both eyes, whether aided or unaided, as a result of illness or injury such that visual acuity is 6/60 or less in both eyes, or such that the visual field is reduced to 20 degrees or less of arc.

### Cardiomyopathy

means impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### Chronic Lung Disease

means end stage lung disease requiring permanent supplementary oxygen, as confirmed by a specialist medical practitioner.

### Dementia

means the unequivocal diagnosis of dementia, made by a medical practitioner who is a consultant neurologist or geriatrician, confirming dementia due to failure of the brain function with cognitive impairment for which no other recognisable cause has been identified. A Mini-Mental State Examination score of 24 or less is required.

### Diplegia

means the total loss of function of both sides of the body due to illness or injury where such loss of function is permanent.

## The meaning of some important terms (cont.)

### Hemiplegia

means the total loss of function of one side of the body due to illness or injury, where such loss of function is permanent.

### Loss of Hearing

means the total and permanent loss of hearing in both ears. Deafness does not cover the situation where a Insured Member or an insured child is able to hear, either partially or fully, with the assistance of an aid (apart from a Cochlear implant).

### Loss of Speech

means the total and permanent loss of the ability to produce intelligent speech due to permanent damage to the larynx or its nerve supply or a disorder affecting the speech centres of the brain. Loss of speech related to any psychological cause is excluded.

### Major Head Trauma

means cerebral injury resulting in permanent neurological deficit, as confirmed by a medical practitioner who is a consultant neurologist and/or an occupational physician, causing:

- + at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 4th edition, or an equivalent guide to impairment approved by the Insurer; or
- + a total and irreversible inability to perform at least one activity of daily living without the assistance of another adult person.

### Motor Neurone Disease

means the unequivocal diagnosis of a progressive form of debilitating motor neurone disease, as confirmed by a medical practitioner who is a consultant neurologist.

### Multiple Sclerosis

means the unequivocal diagnosis of multiple sclerosis made by a medical practitioner who is a consultant neurologist on the basis of confirmatory neurological investigation. There must be more than one episode of confirmed neurological deficit.

### Muscular Dystrophy

means the unequivocal diagnosis of muscular dystrophy, as confirmed by a medical practitioner who is a consultant neurologist on the basis of confirmatory neurological investigation.

### Paraplegia

means the permanent loss of use of both legs or both arms, resulting from spinal cord illness or injury.

### Parkinson's Disease

means the unequivocal diagnosis of degenerative idiopathic Parkinson's disease as characterised by the clinical manifestation of one or more of:

- + rigidity
- + tremor
- + akinesia from degeneration of the nigrostriatal system.

All other types of parkinsonism, including secondary parkinsonism due to medication, are excluded.

### Primary Pulmonary Hypertension

means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation and resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

## Quadriplegia

means the permanent loss of use of both arms and both legs resulting from spinal cord illness or injury

## Severe Rheumatoid Arthritis

means the diagnosis of severe rheumatoid arthritis by a rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

- + at least a six week history of severe rheumatoid arthritis which involves three or more of the following joint areas:
    1. proximal interphalangeal joints in the hands
    2. metacarpophalangeal joints in the hands
    3. metatarsophalangeal joints in the foot, or any joint of the wrist, elbow, knee or ankle
  - + simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)
  - + typical rheumatoid joint deformity
- And at least two of the following criteria:
- + morning stiffness
  - + rheumatoid nodules
  - + erosions seen on x-ray imaging
  - + the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis. Degenerative Osteoarthritis and all other arthritides are excluded.

## Tetraplegia

means the total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain illness or injury or spinal cord illness or injury.

## Income Protection

### General definitions

## Active Employment

means an Eligible Person:

- i) is:
  - (a) gainfully employed and working at the relevant time and not on leave - he or she is actively performing all the usual duties of his or her normal occupation, working his or her usual hours free from any limitation due to illness or injury; or
  - (b) gainfully employed and not working at the relevant time for reasons other than injury or illness or is on leave approved by their Employer - he or she is capable of actively performing all the usual duties of his or her normal occupation and capable of working his or her usual hours free from any limitation due to illness or injury; or
  - (c) engaged exclusively in Domestic Duties at the relevant time - he or she is actively performing all their unpaid Domestic Duties free from any limitation due to illness or injury; or
  - (d) unemployed at the relevant time for reasons other than illness or injury - he or she is capable of actively performing all the usual duties of his or her normal occupation (being the occupation performed by the Eligible Person when they last worked) and capable of working his or her usual hours free from any limitation due to illness or injury; and
- ii) is not in receipt of and/or entitled to claim income support benefits from any source Including but not limited to workers' compensation benefits, statutory motor accident benefits or disability income benefits (including government income support benefits).

## The meaning of some important terms (cont.)

### Annual Benefit

means the annualised amount of Fortnightly Benefit.

### Any One Event

means all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the peril which directly occasions the losses or where there are several perils which, in an unbroken chain of causation, have occasioned the losses, the peril which triggered the chain of causation.

For example, as long as they are covered by the Policy, losses occasioned by the perils set out below at letters (a) to (g) shall constitute single events:

- (a) storm due to an atmospheric disturbance usually so designated by a meteorological institute,
- (b) hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance,
- (c) earthquake, tsunami, volcanic eruption,
- (d) flood by one and the same instance of high water which may have more than one peak and which may occur in one or more bodies of water,
- (e) conflagration,
- (f) strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village,
- (g) any communicable disease arising from a single source or pathogen.

The following hours clause is then applied. An event shall thus encompass a continuous period of time starting with the occurrence of the Fund's first individual loss and lasting:

- (i) 72 hours for perils mentioned under (a), (b), (e) and (f),
- (ii) 168 hours for perils mentioned under (c) and (d) as well as those perils not referred to above but covered by the Policy,
- (iii) 504 hours for perils mentioned under (g).

In the case of differing perils which are not connected to each other by an unbroken chain of causation, the applicable number of hours

corresponds to those of the peril which has caused the largest amount of damages.

In the case of more than one event, if it is impossible to allocate any losses, the Fund shall allocate them to the event whose cause is most likely to have occasioned them.

In case of uncertainty over scientific issues, the parties agree to seek expert advice from a neutral and recognised organisation.

### Benefit

means either a:

(a) Total Disability Benefit; or

(b) Partial Disability Benefit,

inclusive of a Superannuation Contribution Benefit, where applicable.

### Benefit Period

means the maximum duration for which the Insurer will pay a Total Disability or Partial Disability Benefit, and adding any previous claim durations made under the Policy, for the same claimant where the claim is directly or indirectly related to the cause of the previous claim.

Available Benefit Periods are specified in the Policy Schedule.

### Continuous Cover

means an unbroken period of time that an Insured Member has been covered under the Policy.

If an Insured Member ceases cover, their continuous cover period ends on that date.

If an Insured Member recommences cover under the Policy their new continuous cover period commences on the date their cover recommences.

### Disability

means either of:

(a) Total Disability; or

(b) Partial Disability.

## Division

means the specifically defined division of the Fund to which the Eligible Person belongs because of the manner in which they have joined the Fund and includes the Employer Division and the Personal Division.

## Employed

means working in any occupation for gain for reward.

## Employer

means an employer (including any related body corporate of that employer, as that term is defined under the Corporations Act 2001 (Cth)) who engages a natural person under a contract of employment or who engages a Contractor.

## Fortnightly Benefit

means the Fortnightly Benefit amount (including the Superannuation Contributions Benefit where applicable) calculated in accordance with the principles specified in the Policy Schedule unless the Insurer has expressly agreed a contrary amount or a contrary amount was agreed under the Previous Policy.

## Fortnightly Income

means:

- (a) where the Insured Member does not directly or indirectly own part of their Employer their Fortnightly Income is 1/26th of their current annual pre-tax Salary, unless the Insurer has expressly agreed otherwise, or
- (b) where the Insured Member directly or indirectly owns part or all of a business or practice which is their Employer, their Fortnightly Income is 1/26th of the annual share of the income of that business or practice generated by their personal exertion in the previous 12 months after the deduction of their share of expenses in generating that income, or any other income the Insurer has expressly approved.

## Illness

means:

- (a) Where an Insured Member is not subject to Limited Cover:
  - (i) a state of being ill which results in the Insured Member being continually absent from work for a period longer than the elected Waiting Period whilst insurance is in force under the Policy, but does not include an Injury, or
- (b) Where an Insured Member is subject to Limited Cover:
  - (i) a state of being ill which is first contracted or which the Insured Member first becomes aware of on or after the date the Insured Member's cover last commenced or recommenced under the Policy and which results in the Insured Member being continually absent from work for a period longer than the elected Waiting Period, but does not include an Injury.

## Injury

means a physical injury caused to an Insured Member directly or indirectly by a Violent, external and visible means which occurs fortuitously whilst this insurance is in force and which results in the Insured Member being continually absent from work for a period longer than the elected Waiting Period for that Insured Member, but does not include any condition which is a Illness.

In the circumstance where the Insured Member's condition is in the Insurer's opinion considered as both an Injury and a Illness, this condition will be considered an Injury.

### **Where an Insured Member on 18 March, 2013 was Actively At Work on 18 March, 2013:**

Injury means a physical injury caused to an Insured Member directly or indirectly by a Violent, external and visible means which occurs fortuitously and which results in the Insured Member being continually absent from work for a period longer than the elected Waiting Period for that Insured Member, but does not include any condition which is a Illness.

## The meaning of some important terms (cont.)

In the circumstance where the Insured Member's condition is in the Insurer's opinion considered as both an Injury and a Illness, this condition will be considered an Injury.

### Leave

means employer approved leave without pay (other than leave related to illness or injury).

### Medical Practitioner

means, unless the Insurer agrees otherwise:

- (a) a medical practitioner legally qualified and registered to practice in Australia; or
- (b) if the claimed condition is a psychiatric condition diagnosed it is to be in accordance with the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) by, a person who is legally qualified and registered as a practicing psychiatrist by the relevant medical registration boards and/or the Specialist Recognition Advisory Committee coordinated through the Australian Health Practitioner Health Regulation Agency; but shall not include chiropractors, physiotherapists, psychologists or alternative health providers.

Medical Practitioner cannot be the Insured Member, or their:

- (i) spouse or partner with whom they are in a de facto relationship;
- (ii) close family relative;
- (iii) business associate or partner;
- (iv) fellow security holder in the same company/trust (other than a publically listed entity); or
- (v) employer or employee.

### New Events

means an Injury that first occurs or a Illness that first becomes apparent on or after the date that cover commences, recommences or is varied (whichever is applicable in the relevant circumstances) and such Injury or Illness is independent of and unrelated to the medical condition which is restricting the Insured Member from performing all the duties and hours of their usual occupation without restriction.

### Occupational Category

means the occupational category and occupational description specified on page 9.

### Occupational Loading Factor

means an applicable loading factor as specified in Table Two, which is used to determine the cost of the Insured Member's cover.

### Other Disability Income

means any income (other than income under the Policy) from personal exertion or in compensation for an inability to earn personal exertion income which an Insured Member may derive during a fortnight for which a Fortnightly Benefit is paid to them under the Policy, whether that income was actually received or not, and includes:

- (a) any other income derived as a result of incapacity under any other income protection or substantially similar insurance policy, and
- (b) payment from a former employer, business partnership or other income source for the personal exertions of the person, and
- (c) payment by way of commission payments or similar remuneration relating to the period from which they are paid a Fortnightly Benefit under the Policy, and
- (d) any sick leave entitlements or any other work related payments (including sick and annual leave), in relation to the Insured Member not being at work, and
- (e) any Statutory Benefit payment, and
- (f) any pension or allowance benefit payable as compensation for an inability to work under any worker's compensation insurer, motor accident compensation, or public liability insurer, or other similar State, Federal or Territory legislation, including any government authority or government instrumentally, but does not include:
  - (i) income earned from investments, and
  - (ii) any unused annual leave or long service leave entitlements, and
  - (iii) any lump sum total and permanent disablement benefit, lump sum superannuation benefit, lump sum trauma or terminal illness style of benefit, and

- (iv) a genuine gift, gratuity or similar howsoever received.

Any Other Disability Income that is in the form of a lump sum, or is commuted for a lump sum, has a monthly equivalent of 1% of the lump sum for each month a disability benefit is paid.

If it can be shown that a portion of the lump sum represents compensation for pain and suffering, or the loss of use of a part of the body, the Insurer will not take that portion into account as Other Disability Income.

Where a common law, workers compensation or statute payment is received as a lump sum and pain and suffering cannot be isolated from loss of earnings, the Insurer will convert this to income on the basis of 1% of the lump sum for each month a Disability Benefit is paid.

## Partial Disability

means as a result of an Injury or Illness, an Insured Member:

- (a) is prevented from engaging in a substantial part of his or her usual occupation with their Employer;
- (b) the Insured Member at the time the Partial Disability occurs, must be an Insured Member under the Policy; and
- (c) is under the regular care of, and acting in accordance with instructions or professional advice of a Medical Practitioner.

## Participating Employer

means an employer who makes or agrees to make Employer superannuation contributions to the Fund respect of Eligible Persons but excludes an "employer" under the Coal Industry Superannuation Act 1989 (WA).

## Personal Division

means the segment of the Fund in which Members who are not Members of the Employer Division are eligible to become Members.

## Pre-Existing Illness

means any Illness that an Insured Member is having or has had treatment for or advice for treatment for in the six (6) calendar months prior

to the date of commencement, recommencement or increase of his or her cover under the Policy, whichever is relevant. However such condition will be covered provided:

- (a) an Insured Member has, with the agreement of a legally qualified Medical Practitioner, ceased all treatment or advice for at least six (6) months during the Rate Guarantee Period; or
- (b) an Insured Member has had two years of Continuous Cover under the Policy prior to the time of their Total Disability and has been Actively At Work for the final two months of these two years but only in relation to the Injury or Illness which leads to the Total Disability or Partial Disability.

## Pregnancy or Childbirth

means normal and uncomplicated pregnancy or childbirth, multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

## Professional Sporting Activities

means participating in any sporting activity, including training for that activity, where the Insured Member earns more than 50% (including any sponsorship they receive) of their annual gross income from that activity. Cover is excluded for, but not limited to, registered players, coaches and non-playing officials.

## Salary

will be the average of income of the Insured Member under paragraph (a) or (b) below (whichever is applicable) over the 12 months immediately prior to the date of Disability and including amounts of nil Salary for periods where the Insured Member is unemployed. Notwithstanding that, if an Insured Member has been employed by a Participating Employer for a shorter period than 12 months, the average will be taken from the period they have been employed by a Participating Employer:



## The meaning of some important terms (cont.)

**(a)** where on the day immediately prior to the date of Disability an Insured Member was employed:

Salary will be gross income received by the Insured Member from their Employer(s) including:

- + incentive-based payments and bonuses,
- + overtime, shift loadings & allowances, and
- + any salary package amount the employee could take as cash, averaged over the 12 months immediately prior to the date of Disability.

**(b)** Where on the day immediately prior to the date of Disability an Insured Member was self-employed:

Salary will be the gross income earned from personal exertion by the Insured Member over the previous 12 months immediately prior to the date of Disability, less all business expenses incurred in earning that income.

### Standard Cover

means Insured Member who has received cover without alteration or making any valid election:

- (a)** the Fortnightly Benefit obtained by us from time to time in accordance with the terms of the Policy, or
- (b)** the amount of cover expressly accepted by the Insurer as such in respect of an Insured Member.

Such an Insured Member will receive a Waiting Period of 60 days and a Benefit Period of 104 weeks.

### Statutory Benefit

means a weekly benefit payment to an Insured Member as compensation for lost earnings or earning potential from a relevant Workers' Compensation Insurer or Authority or as a result of a transport accident.

### Total Disability

means that as a result of Illness or Injury, an Insured Member is:

- (a)** prevented from engaging in her or her usual occupation with their Employer;
- (b)** at the time the Total Disability occurs, an Insured Member under the Policy; and
- (c)** under the regular care of, and acting in accordance with the instructions or professional advice of a Medical Practitioner.

### Violent

means bodily injury caused solely and directly by an accidental event.

### War

means any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.



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## **Mine Super**

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