

Super

Insurance Guide

Western Australia (WA) Coal Division 18 December 2023



PDS. To read the Fund's Trust Deed and our insurance policy documents, call 13 64 63, email help@mine.com.au or visit our office

during business hours.

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

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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

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. 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:

Total and Permanent Disablement/ Totally and Permanently Disabled/ TPD

means, an *insured member* who, solely because of an *Illness* or *Injury*:

- 1) is under the regular care of and following the advice of a *medical practitioner*; and
- **2)** has:
 - a) suffered a specific illness; or
 - b) been continuously unable to return to gainful employment from the date of disablement for a period of at least 90 consecutive days; and
- 3) in the Insurer's opinion, is unlikely to ever again engage in any gainful employment for which they are reasonably suited by their education, training or experience taking account of, at the date the Insurer form their opinion:
 - a) any retraining, re-skilling, gainful employment or voluntary work that has been undertaken or that could reasonably be expected to be undertaken within a reasonable period by the insured member; and
 - b) any rehabilitation that has been undertaken or could reasonably be expected to be undertaken within a reasonable period by the *insured member*.

In forming the Insurer's opinion in relation to the above, including whether an insured member may likely be able to engage in any gainful employment for which they are reasonably suited by education, training or experience, the Insurer will have regard to all evidence available to them including but not limited to:

- a) medical evidence (including the medical evidence provided by the Insured Member's Medical Practitioners), the advice of a specialist medical practitioner approved by the Insurer, the advice of other experts (medical or otherwise) and any other information that the Insurer consider to be appropriate and relevant at the date the Insurer from their opinion;
- b) whether the insured member has exhausted all reasonable and appropriate treatment options by the date the Insurer form their opinion;.
- c) any retraining, re-skilling, gainful employment or voluntary work that has been undertaken by the date *the Insurer* form *their* opinion, or that could reasonably be expected to be undertaken by the *insured member* within a reasonable period following the date *the Insurer* form *their* opinion; and
- d) any rehabilitation that has been undertaken by the date *the Insurer* form *their* opinion or could reasonably be expected to be undertaken by the *insured member* within a reasonable period following the date *the Insurer* form *their* opinion.

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.



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/insurance-forms. For more information read our Nominating beneficiaries factsheet at mine.com.au/super-factsheets

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.

How your super is invested after death

On notification of a member's death, the member's account balance will remain invested in their current investment options until the benefit is paid to their beneficiaries. Any contributions received after the notification of a member's death will be invested in the Cash investment option until the benefit is paid to their beneficiaries. If the member also has insurance (eg. death insurance), any insurance benefits payable will also be invested in the Cash investment option until the benefit is paid to their beneficiaries.

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.

We won't give you a job classification until you tell us one and your job classification will show as 'undeclared'. It's important you tell us your job classification as soon as possible as it affects how much you pay for your insurance. If you don't tell us, you could pay more for your insurance than you have to.

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 21 and / or 'How much does Voluntary Insurance Cover cost?' on page 24.

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.

Open cut miners are classified as Heavy Manual, not Mining.

Minina

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 150 years and today they insure more than 4.5 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 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/insurance-forms

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:**

- + Fortnightly sum insured of \$2,600 at the date you became disabled. This includes a super contribution component paid to your Mine Super account (calculated using the compulsory super contribution rate current at the date of
- * The super contributions paid to your super account will count towards your before-tax contribution cap.

- your disablement), with the remaining amount paid to you directly. The super contribution component can change in line with super law, or
- + 84.5% of your **actual salary**. This includes a super contribution component paid to your Mine Super account (calculated using the compulsory super contribution rate current at the date of your disablement), with the remaining amount paid to you directly. The super contribution component can change in line with super law.

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 84.5% (which includes income paid to you directly and super paid to your Mine Super account) of your average salary over the 12 months prior to you becoming disabled, or if employed for less than 12 months with an industry Employer, the average salary from the start of your employment to the date you became disabled. 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 37.

Income Protection insurance (cont.)

Any other payments received as income might reduce your benefit. This may include things like employer paid leave (sick, annual or long service leave), compensation payments (workers compensation, motor accident compensation or other statutory scheme), payments from other insurance policies or income from a job that's not your usual one. Income from Centrelink, Department of Veteran Affairs, superannuation pensions and annuities, 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. 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.

Example

John is no longer able to work in his usual job and has his claim under his Mine Super IP insurance approved by our insurer after meeting the eligibility requirements. John's fortnightly benefit amount is \$1,500. At the start of John's benefit payment period, he also has \$350 in fortnightly sick leave benefits payable by his employer and is also receiving a \$150 fortnightly Centrelink benefit. John's fortnightly benefit amount will therefore reduce by \$350 (his sick leave payment amount) to \$1,150. His Centrelink payment does not affect his benefit.

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.

If you need to make a claim, you can call us on 13 64 63. It's important that if you believe you might be eligible for a benefit, you lodge your claim as soon as possible.

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.

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 17.

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 17.

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.

Income Protection insurance (cont.)

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 84.5% of the before-tax salary (gross salary) he earned over the previous 12 months. This includes a super contribution paid to his Mine Super account (calculated using the compulsory super contribution rate current at the date of his disablement), with the remaining amount paid to him directly.

Andrew's total IP benefit is \$101,400 pa. If the super contribution rate was 10.5%, he'd receive \$88,800 pa. directly (74% of \$120,000) and \$12,600 pa. (10.5% of \$120,000) in super.

Your salary is \$ pa, so you'll have:
\$ x super contribution rate = \$ pa.
\$ x (84.5% less super contribution rate) = \$ pa.
Add together the above amounts = \$
Your total IP insurance \$ pa.

* This example assumes Andrew has notified us of his \$120,000 salary.

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		
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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.

Income Protection insurance (cont.)

3. Find your job classification factor					
Andrew's job falls under the 'n	nining' 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 f	actors				
+ Professional 0.85+ White collar 1.00	+ Light manual 1.60+ Heavy manual 3.20	+ Mining 3.20			
Your job classification is = \$ monthly rate	, which means you need to m	nultiply the monthly cost by			
= \$ per month fo	or \$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.

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 Undeclared, 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:

- + 14 days (can only be taken with a two year benefit period) The cost of your insurance will increase by 100% 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.
- + 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 19.

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. To cancel your cover call us on 13 64 63 or fill out a **Cancel my insurance** form which you can find at mine.com.au/insurance-forms.

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.

Income Protection insurance (cont.)

When will my Income Protection insurance cover stop?

When any one of the following occurs:

- + You turn 70.
- + 12 months from the date you were unemployed.
- + 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.
- + The date your TPD cover ceases after you become totally and permanently disabled.
- + 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 were unemployed 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 beforetax 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 the **Transfer in your other insurance to Mine Super** 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/insurance-forms

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 31-33.

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 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.

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.

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.

٨٥٥	Amount of basic cover		ount of basic cover Monthly cost (M					
Age	DTI	TPD	Undeclared	Professional	White Collar	Light manual	Heavymanual	Mining
15-24	\$50,000	\$50,000	\$10.41	\$2.79	\$3.20	\$6.07	\$7.63	\$10.41
25-29	\$100,000	\$100,000	\$19.68	\$5.28	\$6.03	\$11.46	\$14.40	\$19.68
30-34	\$100,000	\$100,000	\$52.64	\$14.10	\$16.16	\$30.68	\$38.54	\$52.64
35-39	\$100,000	\$100,000	\$54.76	\$14.67	\$16.82	\$31.92	\$40.09	\$54.76
40-44	\$100,000	\$100,000	\$64.37	\$17.24	\$19.78	\$37.50	\$47.11	\$64.37
45-49	\$100,000	\$100,000	\$70.66	\$18.93	\$21.72	\$41.19	\$51.75	\$70.66
50-54	\$80,000	\$80,000	\$60.40	\$16.18	\$18.56	\$35.20	\$44.22	\$60.40
55-59	\$60,000	\$45,000	\$43.26	\$11.61	\$13.32	\$25.24	\$31.63	\$43.26
60	\$50,000	\$25,000	\$30.52	\$8.24	\$9.44	\$17.83	\$22.28	\$30.52
61	\$50,000	\$20,000	\$27.98	\$7.57	\$8.67	\$16.36	\$20.41	\$27.98
62	\$50,000	\$15,000	\$25.44	\$6.90	\$7.90	\$14.89	\$18.54	\$25.44
63	\$50,000	\$10,000	\$22.90	\$6.23	\$7.13	\$13.42	\$16.67	\$22.90
64	\$50,000	\$5,000	\$20.36	\$5.56	\$6.36	\$11.95	\$14.80	\$20.36
65	Nil	Nil	n/a	n/a	n/a	n/a	n/a	n/a

A = 0	Amount of	basic cover			Monthly cos	st (Females)		
Age	DTI	TPD	Undeclared	Professional	White Collar	Light manual	Heavymanual	Mining
15-24	\$50,000	\$50,000	\$9.43	\$2.22	\$2.46	\$5.09	\$5.90	\$9.43
25-29	\$100,000	\$100,000	\$17.81	\$4.18	\$4.65	\$9.60	\$11.15	\$17.81
30-34	\$100,000	\$100,000	\$47.66	\$11.19	\$12.43	\$25.70	\$29.84	\$47.66
35-39	\$100,000	\$100,000	\$49.57	\$11.65	\$12.94	\$26.74	\$31.05	\$49.57
40-44	\$100,000	\$100,000	\$58.29	\$13.68	\$15.21	\$31.41	\$36.49	\$58.29
45-49	\$100,000	\$100,000	\$63.99	\$15.03	\$16.70	\$34.49	\$40.07	\$63.99
50-54	\$80,000	\$80,000	\$54.69	\$12.85	\$14.26	\$29.49	\$34.25	\$54.69
55-59	\$60,000	\$45,000	\$39.15	\$9.21	\$10.21	\$21.13	\$24.53	\$39.15
60	\$50,000	\$25,000	\$27.60	\$6.52	\$7.20	\$14.91	\$17.32	\$27.60
61	\$50,000	\$20,000	\$25.30	\$5.98	\$6.60	\$13.68	\$15.88	\$25.30
62	\$50,000	\$15,000	\$22.99	\$5.45	\$6.00	\$12.44	\$14.44	\$22.99
63	\$50,000	\$10,000	\$20.69	\$4.91	\$5.40	\$11.21	\$13.01	\$20.69
64	\$50,000	\$5,000	\$18.38	\$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

Under the terms of our insurance, the premiums rates 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. The premium rates disclosed in this document include an insurance administration fee of 6.8% that is retained by Mine Super for managing DTI and TPD insurance on behalf of members. This includes claims management, online tools and managing the policies with the Insurer.

Death and disablement insurance (cont.)

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 on the previous page.						
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. To cancel your cover call us on 13 64 63 or fill out a **Cancel my insurance** form which you can find at mine.com.au/insurance-forms.

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/insurance-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/insurance-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.

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 29.

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/insurance-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.

Death and disablement insurance (cont.)

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.

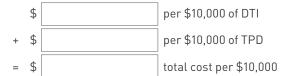
What's your job classification?

	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

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?



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	<u> </u>		
33	8.120	3.412	52	37.379	33.598			

Under the terms of our insurance, the premiums rates 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. The premium rates disclosed in this document include an insurance administration fee of 6.8% that is retained by Mine Super for managing DTI and TPD insurance on behalf of members. This includes claims management, online tools and managing the policies with the Insurer.

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.

Death and disablement insurance (cont.)

Can I cancel Voluntary Insurance Cover?

Yes, you can cancel this insurance at any time. To cancel your cover call us on 13 64 63 or fill out a **Cancel my insurance** form which you can find at mine.com.au/insurance-forms

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/insurance-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.

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

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 the **Transfer in your other insurance to Mine Super** 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, any new health issues you may not be covered for under your new cover, 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.



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/insurance-forms

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 other exclusions apply (see page 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.



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/insurance-forms. For more information read our **Nominating beneficiaries** factsheet at mine.com.au/super-factsheets

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

The following definitions are taken from our DTI and TPD Policy. Any capitalised terms that are not defined in this Insurance Guide have the meaning given to that term in the DTI and TPD Policy.

Accident

means an Injury caused wholly by violent, accidental, external and visible means.

Active Service

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

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 due to the Illness or Injury that is the principal cause of the Insured Member's Total and Permanent Disablement.

The Date of Disablement must occur while the Insured Member is covered under the Policy.

Diagnostic and Statistical Manual of Mental Disorders (DSM)

means the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association (APA). If the Diagnostic and Statistical Manual of Mental Disorders is no longer used or published, the Insurer will use another manual as agreed between us and the Insurer which is similar to it for the determination as determined by the Royal Australian and New Zealand College of Psychiatrists.

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

means any contribution for the benefit of the Member by an Employer that we determine consistent with our administrative business rules to treat as within this definition.

Everyday Work Activities

means the following activities:

- a) Mobility the Insured Member can do the following:
 - (i) walk without assistance more than 200m on a level surface without stopping; and
 - (ii) bend, kneel or squat to pick something up from the floor from a standing position and straighten up again.
- **b)** Communicating the Insured Member can do the following:
 - (i) speak in their first language so that they are understood in a quiet room;
 - (ii) understand a simple message in their first language, and relay that message to another person; and

- (iii) hear, which means the Insured Member has not suffered the irrecoverable profound loss of all hearing in both ears, resulting in an auditory threshold of 91 decibels or greater, averaged at frequencies 500 hertz, 1000 hertz and 3000 hertz, both natural and assisted, as certified by an appropriate Specialist Medical Practitioner approved by the Insurer;
- c) Vision the ability to see which means the Insured Member has not suffered the total and irrecoverable loss of sight (whether aided or unaided) of both eyes as a result of an Illness or Injury to the extent that:
 - (i) visual acuity in both eyes, on a Snellen Scale after correction by suitable lens is less than 6/60; or:
 - (ii) the visual field is reduced to 20 degrees or less of arc;
- d) Lifting the Insured Member can lift a 5 kg weight with either or both hands from a bench/ table height, carry it over a 5 metre distance and place it back down at a bench/table height; and
- e) Manual dexterity the Insured Member can use their hands or fingers to manipulate small objects with precision (such as picking up a coin or fastening shoelaces or buttons, using cutlery, or using a pen or keyboard to write a short note).

Gainful Employment / Gainfully Employed

means employed or Self-employed for gain or reward, or in the expectation of gain or reward, such as salary, wages, business income, bonuses, commissions, fees or gratuities, in return for personal exertion.

Illness

means a sickness or disease suffered by an Insured Member as confirmed by a Medical Practitioner.

Injury

means a bodily injury suffered by the Insured Member.

Interim Accident Cover

means cover that is provided pursuant to clause 5 of the Policy, whilst an Application for Voluntary Cover is being assessed for the Insurer Underwriting Requirements.

Interim Cover Benefit

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

- (a) \$500,000;
- (b) the amount of Insured Cover the Eligible Person has applied for; and
- (c) the difference between the amount of Insured Cover the Eligible Person has applied for and any existing Insured Cover which is to be replaced.

Limited Cover

means an Insured Member is covered only with respect to claims arising from:

- (a) an Illness which first became apparent; or
- (b) an Injury which first occurred,

on or after the date the Insured Member's cover commenced, recommenced, or was reinstated or the date cover was increased (for the increased portion of cover).

Medical Practitioner

means, unless the Insurer agree otherwise, a medical practitioner legally qualified and registered with the Australian Health Practitioner Regulation Agency (AHPRA) to practice in Australia, but shall not include chiropractors, physiotherapists, psychologists or alternative health providers.

The Medical Practitioner cannot be the Insured Member, or their:

- (a) spouse or partner with whom they are in a de facto relationship;
- (b) parent, child, sibling or other;

Important definitions and meanings (cont.)

- (c) close family relative;
- (d) business partner, associate, employer or employee; or
- (e) fellow shareholder or unit holder of the Insured Member in a company or trust that is not a publicly listed company or trust.

Occupational Classification

means the classification that is applied to an Insured Member's occupation in accordance with the criteria set out below:

- (a) '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.
- (b) '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.
- (c) '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.

This definition will be applied to an Insured Member where we are advised that they have retired from the workforce.

- (d) '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.
- (e) '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.

Psychiatric Impairment Rating Scale

means the scale for assessing the level of functional impairment caused by a mental health condition in six areas of functioning:

- 1) Self-Care and Personal Hygiene
- 2) Social and Recreational Activities
- 31 Travel
- 4) Social functioning (relationships)
- 5) Concentration
- 6) Adaptation and employability

The assessment needs to be completed by a Psychiatrist who has undergone appropriate training in this assessment method. If the Psychiatric Impairment Rating Scale as detailed in the 6th edition of AMA Guides to the Evaluation of Permanent Impairment is no longer used or published, the Insurer will use another scale similar to it for the determination of the claim as determined by the relevant medical body.

Psychiatrist

means unless the Insurer agree otherwise, a Medical Practitioner legally qualified and currently registered to practice in Australia as a practicing psychiatrist and registered with the Australian Health Practitioner Regulation Agency (AHPRA).

Retained Member

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

Self-employed

means an Insured Member that we:

- (a) determine is self-employed; and
- (b) provide written confirmation to the Insurer that they are self-employed.

Specialist Medical Practitioner

means a Medical Practitioner who has a fellowship qualification with a specialist college accredited by the Australian Medical Council (AMC) and is currently practising in a field of speciality practice other than general practice. The speciality practice must be related to the Illness or Injury that the claim is for.

Specific Illness

means one or more of the following as defined in clause 13 of the Policy:

- (a) Alzheimer's Disease
- (b) Blindness
- (c) Cardiomyopathy
- (d) Chronic Lung Disease/Chronic Lung Failure
- (e) Dementia
- (f) Loss of Hearing
- (g) Loss of Speech
- (h) Loss of use of Limbs
- (i) Major Head Trauma
- (i) Motor Neurone Disease
- (k) Multiple Sclerosis
- (I) Muscular Dystrophy
- (m) Parkinson's Disease
- (n) Primary Pulmonary Hypertension
- (o) Severe Rheumatoid Arthritis

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; and
- (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.

Terminal Illness Benefit

means, the lesser of:

- (a) the Insured Member's Death Benefit as at the last date of certification by a Medical Practitioner in accordance with part (a) of the definition of Terminal Illness; and
- b) the Maximum Benefit Level for Terminal Illness.

Total and Permanent Disablement / Totally and Permanently Disabled

means, an Insured Member who, solely because of an Illness or Injury:

- 1) is under the regular care of and following the advice of a Medical Practitioner; and
- 2) satisfies one of the following Parts of the Total and Permanent Disablement definition, which apply to an Insured Member as follows:
 - a) Part A applies if the Insured Member immediately prior to the Date of Disablement:
 - i) is Gainfully Employed (or on Employer Approved Leave); or
 - ii) has undertaken Gainful Employment in the last 16 months prior to the Date of Disablement;
 - b) Part B applies if neither Part A or Part C apply; or
 - c) Part C applies if the Insured Member:
 - i) had cover for Total and Permanent Disablement commence before 1 July 2014 which remained in force continuously to the Date of Disablement: and
 - ii) has been diagnosed suffering a condition caused by, arising from or related to CWP.

Part A – unlikely to ever do a suited occupation:

The Insured Member:

- a) has suffered a Specific Illness; or
- b) solely because of an Illness or Injury, has been continuously unable to return to Gainful

Important definitions and meanings (cont.)

- Employment from the Date of Disablement for a period of at least 90 consecutive days; and
- c) in the Insurer's opinion, is unlikely to ever again engage in any Gainful Employment for which they are reasonably suited by their education, training or experience taking account of, at the date the Insurer form their opinion:
 - (i) any retraining, re-skilling, Gainful Employment or voluntary work that has been undertaken or that could reasonably be expected to be undertaken within a reasonable period by the Insured Member; and
 - (ii) any rehabilitation that has been undertaken or could reasonably be expected to be undertaken within a reasonable period by the Insured Member.

Part B – incapable of doing basic activities associated with work ever again or suffering a severe mental health condition or Severe Cognitive Impairment and, in addition, incapable of doing a suited occupation:

The Insured Member has suffered ill-health (whether physical or mental) that makes it unlikely that the Insured Member will engage in Gainful Employment for which they are reasonably qualified by education, training or experience and solely because of that Illness or Injury they satisfy either (a), (b) or (c) below:

- a) the Insured Member has been prevented from being able to perform at least two of the Everyday Work Activities without assistance from another adult person, despite the use of appropriate aids, for at least 12 consecutive months and in the Insurer's opinion the Insured Member is unlikely to ever again be able to perform at least two of the Everyday Work Activities without assistance from another adult person, despite the use of appropriate aids; or
- b) the Illness is a mental health condition and:
 - the Insured Member's mental health condition has been diagnosed by a Specialist Medical Practitioner using criteria outlined in the DSM;
 - (ii) the mental health condition has caused the Insured Member to be absent from Gainful

- Employment for 12 consecutive months from the Date of Disablement;
- (iii) the Insured Member has been under the regular ongoing and appropriate care of a Psychiatrist for at least 12 months (unless the Insurer agree to a shorter period) who considers that the Insured Member has exhausted all reasonable and appropriate treatment options, and
- (iv) the Insured Member has been assessed by a Psychiatrist, approved by the Insurer, against the Psychiatric Impairment Rating Scale as having an impairment of 19% or higher; or
- c) the Illness has been assessed by a Specialist Medical Practitioner, approved by the Insurer, to be a Severe Cognitive Impairment and the Insured Member, solely because of that Illness, has been absent from Gainful Employment for 12 consecutive months from the Date of Disablement (unless the Insurer agree otherwise).

Part C: unlikely ever to be able to engage in an own occupation

The Insured Member as a result of an Illness or Injury, has been absent from all work for 90 consecutive days from the Date of Disablement and the Insurer consider, 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:

- a) for a mining industry employee, professional or senior management, the person's occupation based on the general area of expertise of the person; otherwise
- b) 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

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

- (i) an employee with at least 5 consecutive years' service; or
- (ii) an apprentice with at least 4 years' service out of the last 5 years; or
- (iii) an employee with at least 5 years' service out of the last 8 years.
- b) Professional means a person who:
 - (i) has a university degree;
 - (ii) belongs, or is eligible to belong, to a professional body;
 - (iii) earns a salary greater than \$60,000 per annum; and
 - (iv) only works in an office environment and in a sedentary capacity.
- c) Senior management means a person who:
 - (i) is part of the senior management of an employer;
 - (ii) earns a salary greater than \$60,000 per annum.

In forming the Insurer's opinion in relation to Part A or Part B above, including whether an Insured Member may likely be able to engage in any Gainful Employment for which they are reasonably suited by education, training or experience, the Insurer will have regard to all evidence available to them including but not limited to:

- a) medical evidence (including the medical evidence provided by the Insured Member's Medical Practitioners), the advice of a Specialist Medical Practitioner approved by the Insurer, the advice of other experts (medical or otherwise) and any other information that the Insurer consider to be appropriate and relevant at the date the Insurer form their opinion;
- b) whether the Insured Member has exhausted all reasonable and appropriate treatment options by the date the Insurer form their opinion;
- c) any retraining, re-skilling, Gainful
 Employment or voluntary work that has been
 undertaken by the date the Insurer form their
 opinion, or that could reasonably be expected
 to be undertaken by the Insured Member
 within a reasonable period following the date
 the Insurer form their opinion; and

d) any rehabilitation that has been undertaken by the date the Insurer form their opinion or could reasonably be expected to be undertaken by the Insured Member within a reasonable period following the date the Insurer form their opinion.

Total and Permanent Disablement Benefit

means, where the Insured Member has:

- a) Basic Cover, the value of the number of units of Total and Permanent Disablement cover allocated to the Insured Member's Account as at the Date of Disablement based on the Insured Member's age as at the Date of Disablement;
- b) Voluntary Cover, the amount of Voluntary Cover for Total and Permanent Disablement allocated to the Insured Member's Account at the Date of Disablement; and
- c) Defined Benefit Cover, the amount of Total and Permanent Disablement cover determined for the Insured Member by us as at the Date of Disablement.

Transferred Cover

means existing cover the Insured Member applies to transfer from a Previous Policy to the Policy.

Underwriting / Underwritten

means the process the Insurer undertake 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.

War

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

Important definitions and meanings (cont.)

Medical definitions

Alzheimer's Disease

means the unequivocal diagnosis of Alzheimer's Disease by an appropriate Specialist Medical Practitioner. The diagnosis must confirm dementia due to permanent failure of brain function with cognitive impairment for which no other recognisable cause has been identified.

A Mini-Mental State Examination (a screening test of cognitive function) score of 24 or less out of 30 or evidence from another neuropsychometric test that is acceptable to the Insurer is required.

Blindness

means the permanent and irrecoverable loss of sight (whether aided or unaided) in both eyes as a result of an Illness or Injury to the extent that visual acuity in both eyes, on a Snellen Scale after correction by suitable lens is less than 6/60, or to the extent that the visual field is reduced to 20 degrees or less of arc.

Cardiomyopathy

means a myocardial disorder characterised by structural, functional and/or electrophysiological dysfunction of the heart muscle, resulting in significant permanent and irreversible cardiac impairment to the degree of at least Class III of the New York Heart Association functional classification of cardiac impairment.

Chronic Lung Disease / Chronic Lung Failure

means end-stage lung disease with a consistent pulmonary function test result of either:

- a) Forced Expiratory Volume in the First Second (FEV1) less than 60% predicted; or
- b) a Diffusing Capacity of Lung for Carbon Monoxide (DLCO) less than 60% predicted;

and the Insured Member is on permanent oxygen therapy.

Dementia

means the unequivocal diagnosis of dementia by a Specialist Medical Practitioner. The diagnosis must confirm dementia due to permanent failure of the brain function with consistent cognitive decline for which no other recognisable cause has been identified.

A Mini-Mental State Examination (a screening test of cognitive function score of 24 or less out of 30 or evidence from another neuropsychometric test that is acceptable to the Insurer is required.

Loss of Hearing

means the irrecoverable profound loss of all hearing in both ears, resulting in an auditory threshold of 91 decibels or greater, averaged at frequencies 500, 1000 and 3000 hertz, both natural and assisted, as a result of an Illness or Injury. The condition must be diagnosed by an appropriate Specialist Medical Practitioner.

Loss of Speech

means the total and irrecoverable loss of the ability to produce intelligible speech, as a result of permanent damage to the larynx or its nerve supply or to the speech centres of the brain due to an Illness or Injury.

Loss of use of Limbs

means the total and irrecoverable loss of use of two or more Limbs.

Limb means an arm, leg, hand or foot. In respect of this definition, the hand or foot starts from the wrist or ankle joint, respectively. This includes the following conditions;

- a) Diplegia;
- b) Hemiplegia;
- c) Paraplegia;
- d) Quadriplegia; and
- e) Tetraplegia.

Major Head Trauma

means Accidental head Injury resulting in permanent neurological deficit causing:

- a) permanent Whole Person Impairment of at least 25% where Whole Person Impairment means the calculation based on the latest edition adopted in Australia of the American Medical Association publication titled Guides to the Evaluation of Permanent Impairment until an equivalent Australian guide, sanctioned by the Australian Medical Association, has been produced, at which time the calculation in the relevant Australian guide will apply; or
- b) the Insured Member being total and permanently unable to perform any one of the activities of daily living where activities of daily living are:
 - (i) Bathing the ability to shower and bathe;
 - (ii) Dressing the ability to put on and take off clothing;
 - (iii) Toileting the ability to get on and off and use the toilet;
 - (iv) Mobility the ability to get in and out of bed and a chair; and
 - (v) Feeding the ability to get food from a plate into the mouth.

Motor Neurone Disease

means the unequivocal diagnosis of a progressive form of debilitating motor neurone disease by an appropriate Specialist Medical Practitioner.

The diagnosis must be supported by ancillary testing (e.g. clinical neurophysiology) and exclusion of other causes by imaging and appropriate investigations.

Multiple Sclerosis (with persisting neurological abnormalities)

means a disease characterised by demyelination in the brain and/or spinal cord. Multiple Sclerosis must be unequivocally diagnosed by an appropriate Specialist Medical Practitioner. There must be more than one episode of well defined attack resulting in persisting neurological abnormalities or progressive worsening of neurologic function.

Neurological investigations such as lumbar puncture, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system, evoked visual responses, and evoked auditory responses are required to confirm diagnosis.

Muscular Dystrophy

means the unequivocal diagnosis of muscular dystrophy by a Specialist Medical Practitioner. The diagnosis must be supported by appropriate clinical investigations including genetic test, muscle biopsy or electromyography.

Parkinson's Disease

means the unequivocal diagnosis of degenerative idiopathic Parkinson's disease by an appropriate Specialist Medical Practitioner, caused by degeneration of the nigrostriatal system and as characterised by the clinical manifestation of bradykinesia in combination with at least one of the following:

- a) rigidity; or
- b) rest tremor

The condition must have interfered with daily life despite maximum evidence-based medical therapy.

All other types of Parkinsonism are excluded (e.g. secondary due to medication).

Primary Pulmonary Hypertension

means idiopathic pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in permanent impairment to the degree of the New York Heart Association functional Class III or above. The condition must be diagnosed by an appropriate Specialist Medical Practitioner.

Important definitions and meanings (cont.)

Severe Rheumatoid Arthritis

means diagnosis of severe rheumatoid arthritis causing:

- a) permanent Whole Person Impairment of at least 25% where Whole Person Impairment means the calculation based on the latest edition of the American Medical Association publication titled Guides to the Evaluation of Permanent Impairment until an equivalent Australian guide, sanctioned by the Australian Medical Association, has been produced, at which time the calculation in the relevant Australian guide will apply; or
- b) have evidence of all the following:
 - (i) typical rheumatoid joint deformity
 - (ii) simultaneous bilateral and symmetrical soft tissue joint swelling or fluid (not bony overgrowth alone) in the upper and lower limbs; and
 - (iii) erosions seen on x-ray imaging in two or more joints or the presence of either a positive rheumatoid factor or anticitrullinated protein antibodies.

The diagnosis must be confirmed by appropriate radiology and blood tests and the condition must have failed to respond to all treatment regimens including, but not limited to, conventional and targeted synthetic disease modifying drugs and biological agents.

Income Protection General definitions

Active Employment

means an Eligible Person:

- a) is:
 - (i) Gainfully Employed and working at the relevant time and not on leave – they are actively performing all the usual duties of their Usual Occupation, working their usual hours free from any limitation due to an Illness or Injury;
 - (ii) Gainfully Employed and not working at the relevant time for reasons other than due to an Illness or Injury or is on leave approved by their Employer they are capable of actively performing all the usual duties of their Usual Occupation and capable of working their usual hours free from any limitation due to an Illness or Injury;
 - (iii) engaged exclusively in Domestic Duties at the relevant time – they are actively performing all their unpaid Domestic Duties free from any limitation due to an Illness or Injury; or
 - (iv) unemployed at the relevant time for reasons other than due to an Illness or Injury they are capable of actively performing all the usual duties of their Usual Occupation and capable of working their usual hours free from any limitation due to an Illness or Injury; and

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).

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 toabove 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 payable under clause 1.1 of the Policy; or
- (b) Partial Disability benefit payable under clause 1.2 of the Policy.

Benefit Period

means the period which represents the maximum duration for which the Insurer will pay a Total Disability or Partial Disability Benefit for an individual Insured Member.

Available Benefit Periods are specified in the Policy Schedule.

Contractor

means an Eligible Person is providing services for an Employer under a contract, having salary paid in respect of them.

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 Disability or Partial Disability; and
- (b) the date the Insured Member ceases all work due to the Illness or Injury that is the principal cause of the Insured Member's Total Disability or Partial Disability

The Date of Disablement must occur while the Insured Member is covered under the Policy.

Deemed Fortnightly Income

means the total of any Salary received by the Insured Member in the period that a Partial Disability benefit is payable or which, though not actually received during that period, can be reasonably apportioned to them for that period.

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.

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 Insured Salary

means 1/26th of the Insured Member's Insured Salary.

Illness

means a sickness or disease suffered by an Insured Member as confirmed by a Medical Practitioner.

Industry Employer

means an Employer who;

- (a) makes or agrees to make Employer superannuation contributions to the Fund in respect of a Member; and
- (b) is in or provides employees for the coal, mining or associated industries (but excludes an 'employer' under the Coal Industry Superannuation Act 1989 (WA)) that we determine and advise the Insurer is an Industry Employer.

Injury

means a bodily injury suffered by the Insured Member.

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

Medical Practitioner

means, unless the Insurer agree otherwise:

- (a) a medical practitioner legally qualified and registered to practice in Australia; or
- (b) if the claimed condition is a psychiatric condition it is to be diagnosed 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.

The Medical Practitioner cannot be the Insured Member, or their:

- (i) spouse or partner with whom they are in a de facto relationship;
- (ii) parent, child, sibling or other;
- (iii) close family relative;
- (iv) business partner, associate, employer or employee; or
- (v) fellow shareholder or unit holder of the Insured Member in a company or trust that is not a publicly listed company or trust.

Occupational Classification

means the occupational category and occupational description specified on page 9 of this document.

Occupational Loading Factor

means an applicable loading factor as specified in Table Two of the Policy or page 16 of this document, which is used to determine the cost of the Insured Member's cover.

Other Disability Income

means, subject to paragraphs (d) and (e) of this definition, any amount paid or payable in connection with, or arising out of, the Illness or Injury causing the Insured Member's Total Disability or Partial Disability which they may receive or be entitled to receive during a month a Benefit is payable (whether by lump sum, periodic payment or otherwise) including but not limited to:

- (a) any amount paid or payable:
 - under another income protection insurance policy, salary continuance insurance policy, loan protection insurance policy, or similar policy, in any jurisdiction;
 - (ii) under any workers' compensation, motor accident compensation, statutory

- compensation or similar scheme, however named, in any jurisdiction or other similar state, federal, territory or extraterritorial legislation;
- (iii) under common law or under state, federal, territory or extraterritorial legislation unless excluded under (d) or (e) below;
- (iv) as employer-funded sick leave, annual leave, long service leave, personal leave or any other employer-paid leave in any jurisdiction (except if the sick leave entitlements must be requested by the Insured Member to be paid and they have not requested the payment for the relevant period);
- (b) any out of court settlement sum, or any award of money sum by a court, tribunal, arbitrator or government body in any jurisdiction;
- c) whether an amount under paragraph (a) of this definition is:
 - a lump sum, a periodic payment, a combination of a lump sum and a periodic payment, or otherwise; or
 - (ii) in the nature of a capital payment or income payment (as those terms are understood having regard to normal accounting standards and practice),

has no bearing on whether that amount is Other Disability Income or otherwise;

- (d) note that Other Disability Income does not include:
 - an amount paid or payable under this Policy or Deemed Fortnightly Income;
 - (ii) Centrelink, Department of Veterans Affairs, or any equivalent or replacement agencies;
 - (iii) a total and permanent disability benefit, a trauma benefit, terminal illness benefit or similar benefits; or
 - (iv) a pension or annuity paid from a superannuation fund other than a disability pension,

whether a lump sum, a periodic payment, a combination of a lump sum and a periodic payment, or otherwise;

(e) in addition to the amounts, benefits and payments excluded under paragraph (d), the

Insurer will not consider any portion of an amount paid or payable to the Insured Member to be an Other Payment, if the Insured Member establishes to the Insurer's reasonable satisfaction, that it represents or covers compensation for or payment in respect of:

- (i) pain and suffering;
- (ii) the loss of a part, or the use of a part of the body to the extent that such compensation is not income or capital (as those terms are understood having regard to normal accounting standards and practice);
- (iii) medical expenses; or
- (iv) reasonable legal expenses,

and, for clarity, to the extent that the Insured Member cannot establish to the Insurer's satisfaction, acting reasonably, that any portion of an amount paid or payable to them represents compensation for or payment in respect of those items set out in (i) to (iv) above, the entirety of that amount will be deemed to be an Other Disability Income; and

(f) where an Other Disability Income is in the form of a lump sum or is commuted to a lump sum, unless we and the Insurer agree otherwise, the monthly Benefit will be reduced by an amount equal to one sixtieth (1/60) of the lump sum over a period of sixty months or the remainder of the Benefit Period, whichever is the less.

Partial Disability

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

- (a) is unable to perform at least one Income Producing Duty necessary to generate income in their Usual Occupation;
- (b) is under the regular care of, and acting in accordance with, instructions or professional advice of a Medical Practitioner; and
- (c) is not earning or is not capable of earning a Deemed Fortnightly Income more than their Pre-disability Fortnightly Income.

Participating Employer

means an Employer who makes or agrees to make Employer superannuation contributions to the Fund in respect of a Member 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-disability Fortnightly Income

means 1/26th of the Insured Member's Salary averaged over the 12 months immediately prior to the Date of Disablement (including any amount of nil Salary for periods where the Insured Member is unemployed).

However, if an Insured Member has become employed by an Industry Employer and has been employed with that Employer for a period of less than 12 months before the Date of Disablement, then the average will be taken over the period from the date they commenced employment to the Date of Disablement.

If the Insured Member is on Unpaid Leave at the Date of Disablement, Pre-disability Fortnightly Income will be calculated based on the 12 month period immediately before the Insured Member went on Unpaid Leave.

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 any sporting activity where the Insured Member earns more than 50% (including any sponsorship they receive) of their annual gross income from that activity. This includes, but not limited to, registered players, coaches and non-playing officials.

Salary

means:

- (a) if an Insured Member is an employee, the total remuneration earned by the Insured Member including:
 - salary, wages, director's fees, allowances, packaged fringe benefits, pre-tax superannuation contributions; plus
 - (ii) commissions, bonuses and overtime payments; and
- (b) if the Insured Member is Self-Employed, Salary also includes the Insured Member's share of the net profit and/or net loss of the business, whether the income is paid to them or not. This income from the Insured Member's business:
 - is calculated after the deduction of expenses necessarily incurred or normally required in producing that income but before the deduction of tax;
 - (iii) where the business income, expenses, profits or losses are accounted for in multiple business entities and/or structures, the Insurer will have to consider all these entities in determining the Insured Member's Salary; and
 - (iii) where income is split with or paid to a family member who is not involved in the generation of that income, the Insurer will allocate that income (minus remuneration expenses commensurate with the role of the family member) to the Insured Member.

Salary does not include passive investment earnings, such as rental earnings or interest received.

In the case of an Insured Member who was in multiple roles (and to whom a combination of the above applies), the elements of the Insured Member's Salary will be taken together.

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 an Illness or Injury, an Insured Member is:

- (a) prevented from engaging in their Usual Occupation;
- (b) under the regular care of, and acting in accordance with, the instructions or professional advice of a Medical Practitioner;
- (c) not working in any occupation, whether or not for gain or reward, including the expectation of gain or reward.

Transfer Date

means the date the Sub-plan is established in the Employer Division.

Usual Occupation

means in the case of an Insured Member who:

- (a) is employed, the role of the Insured Member in their employment with an employer, or employers as applicable;
- (b) is Self-employed, the role the Insured Member usually performs in their trade, business or profession or employment;
- (c) is not in Gainful Employment, the Usual Occupation of the Insured Member immediately before they ceased to be in Gainful Employment.

If the Insured Member has multiple roles, is employed or Self-employed on a part-time basis or to whom a combination of these situations applies, these elements of the Insured Member's Usual Occupation are taken together.

Waiting Period

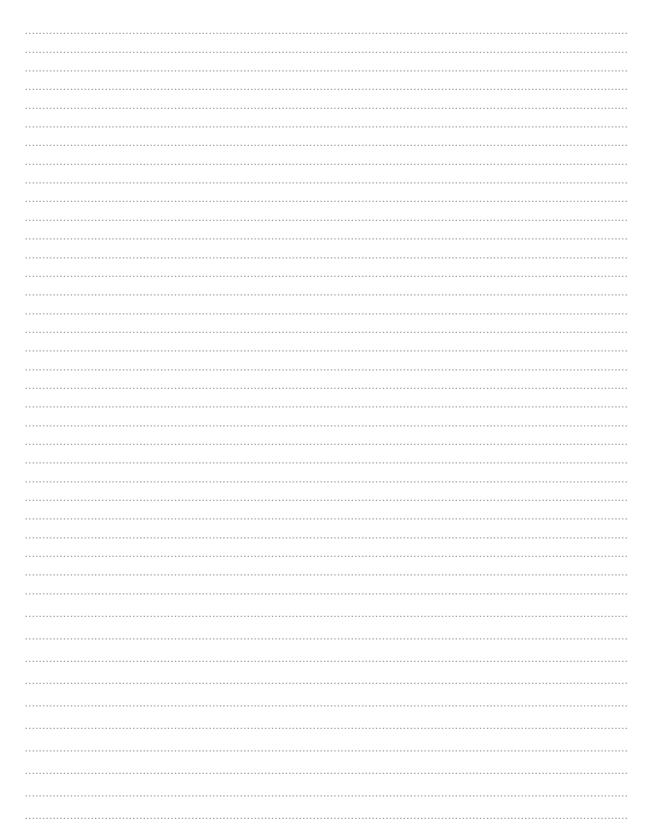
means the period that must expire before payment of a Total Disability or Partial Disability benefit under the Policy commences for an individual Insured Member.

Available Waiting Periods are specified in the Policy Schedule.

War

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

Notes



Notes



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