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# Significant Event Notice - 26 May 2021

This notice is issued by Meat Industry Employees' Superannuation Fund Pty Ltd as Trustee of the Meat Industry Employees' Superannuation Fund ABN 17 317 520 544 (**MIESF**, **the Fund**). It is applicable to members who will have insurance cover at or after 1 July 2021 and provides details of changes to the definition of Total and Permanent Disablement (TPD) effective from 1 July 2021. These changes are relevant regardless of whether your cover commences (or recommences) before 1 July 2021, or on or after 1 July 2021.

TPD insurance cover provides a lump sum benefit to you if you become totally and permanently disabled as defined, and determined, by MIESF's insurer TAL Life Limited (**the Insurer**), ABN 70 050 109 450, AFSL 237848.

The TPD definition before 1 July 2021 comprises three parts that members with TPD insurance cover (**insured members**) can be assessed under to be deemed totally and permanently disabled and they need meet the criteria for only one of the three parts (as applicable). The three parts relate to:

- Part A Unlikely to work, Any Occupation
- Part B Specific Loss
- Part C Activities of Daily Living

From 1 July 2021, the changes mean there will be two separate definitions of TPD:

- Definition 1 Any Occupation suited by education, training or experience
- Definition 2 Everyday Work Activities and Psychiatric Impairment

Definition 1 applies to insured members who on the date of disablement are under age 65, and are either gainfully employed or who on the date of disablement are currently unemployed and have been unemployed for less than 16 consecutive months.

Definition 2 applies to insured members who do not meet the criteria of Definition 1 above.

For insured members with cover during a period of approved leave without pay (up to 24 months), their employment status immediately prior to the leave without pay will be used to determine whether Definition 1 or Definition 2 applies. Definition 2 applies where cover continues for a longer period of approved unpaid leave.

Members who make a TPD claim with an event date (while insured) up to and including 30 June 2021 will be assessed under the applicable three-part TPD definition.

Members who make a TPD claim with an event date (while insured) from 1 July 2021 onwards will be assessed under either of the two new TPD definitions as applicable.

A comparison of the TPD definitions before and from 1 July 2021 is provided overleaf. For further information on the TPD definitions applying before 1 July 2021 you can refer to the Insurance Booklet dated 29 September 2020 available from the MIESF website in the Product Disclosure Statements Section up to 30 June 2021 (or on request). Copies of the updated Product Disclosure Statement and Insurance Booklet (which forms part of the Product Disclosure Statement) will be available from the website from 1 July 2021.

A number of the terms used in the new TPD definitions which come into effect from 1 July 2021, for example 'gainfully employed', 'illness', 'injury', 'date of disablement', 'medical practitioner', 'specialist medical practitioner' and 'medical conditions', have defined meanings. For further information about this, refer to the updated Insurance Booklet available from 1 July 2021 or contact us.

All TPD benefits must be assessed by the Trustee before any payment is made. The Trustee has no obligation to pay the insured portion of a TPD benefit to the member until it is paid by the Insurer.

From 1 July 2021, automatic insurance cover will commence on the date the first employer Superannuation Guarantee contribution is received, subject to any other conditions that may apply. Additionally, should a current member who is uninsured later qualify for reinstatement of automatic insurance cover following the receipt of an employer Superannuation Guarantee contribution from a participating employer, their cover will recommence on the date the contribution is received, subject to any other conditions that may apply.

You do not need to do anything relating to these changes and these changes will not affect the insurance costs for members.

# **TPD Definitions**

#### TPD definitions to 30 June 2021

TPD means the insured member, in the Insurer's opinion:

- is under the care of and following the advice of a medical practitioner; and
- has suffered ill-health (whether physical or mental) that makes it unlikely that the member will engage in gainful employment for which they are reasonably qualified by education, training or experience; and
- meets one of Part A, Part B or Part C below, as applicable (refer to the Insurance Booklet dated 29 September 2020 for the criteria used by the Insurer to determine the relevant Part(s)):

### Part A – Unlikely to work, Any Occupation

- i) solely because of a specified medical condition (as defined in the insurance policy) has been absent from their employment or has been continuously unable to accept employment from the date of disablement; or
- ii) solely because of illness or injury has been absent from their employment or has been continuously unable to accept employment for at least 3 consecutive months from the date of disablement;

#### and:

iii) having provided proof to the Insurer's satisfaction, is disabled to such an extent to render them unlikely to ever again be engaged in any occupation for which they are reasonably suited by their education, training or experience.

# New TPD definitions from 1 July 2021

TPD means either Definition 1 or Definition 2 as applicable to the insured member based on the following criteria:

Definition 1 applies to insured members who on the date of disablement are under age 65 and are:

- · gainfully employed, or
- currently unemployed and have been unemployed for less than 16 consecutive months.

Definition 2 applies to insured members who do not meet the criteria of Definition 1 above.

## Definition 1 Any Occupation suited by education, training or experience

In the Insurer's opinion (having regard to factors stated in the insurance policy), solely and directly as a result of illness or injury, the member:

- has been continuously absent from engaging in their occupation and any other occupation for an uninterrupted period of at least 6 consecutive months immediately following their date of disablement and continuing up to the date the Insurer forms its opinion;
- is regularly attending and under the ongoing and appropriate care and treatment of a medical practitioner including compliance with regular advice and treatment given by that medical practitioner, continuing up to the date the Insurer forms its opinion;
- has exhausted all reasonable treatment options (medical or otherwise) and is not expected to attain any further improvement or recovery from the illness or injury; and
- d. is disabled to such an extent they will be unable to ever again work in any occupation for which they:
  - at the end of the 6 consecutive month period\* immediately following the date of disablement and by the time the Insurer forms its opinion, are reasonably suited by their education, training or experience; and
  - ii) can be expected within a reasonable period following the time the Insurer forms its opinion to become reasonably suited by their education, training or experience.

<sup>\*</sup> The 6 month period does not apply where the member is suffering one or more of the specified medical conditions (as defined in the insurance policy).

Specific   Loss of:   the use of two limbs; or   ii) the use of one limb and sight in one eye.   solely because of limess or injury, at the date of disablement, the member is unlikely ever to be able to perform at least 2 of the following 6 Activities of Daily Living:   i) dressing without assistance;   iii) bathing without assistance;   iii) bothling without assistance;   v) continence; and   vi) feeding without assistance;   v) continence; and   vi) feeding without assistance;   where assistance means the assistance of another person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of disablement is not person.   satisficed in the date of the dat	surer's opinion, solely and directly as of illness or injury, the member: e becoming ill or injured has been er the regular care and attention of a ical practitioner for that illness or y or for the purposes of d. ii) below, er the regular care and attention of a cialist medical practitioner; exhausted all reasonable treatment ons (medical or otherwise) and is not exted to attain any further overment or recovery from the illness jury; to the illness or injury, will be unable ver again work in any occupation for the yare reasonably suited having and to their education, training or erience up to the date the Insurer is its opinion; and offies either i) or ii) below: use to that illness or injury, has been evented from being able to perform at ast 2 of the Everyday Work Activities is of a tleast 12 consecutive onths and is unable to ever again the east 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities without the perform at least 2 of the everyday Work Activities against to perform at least 2 of the everyday Work Activities against and the member's care diagnosed by a specialist medical rectitioner (eg a psychiatrist with the equisite qualifications and gistrations) using the requisite appropriate of 19% or above.  **Summary, Everyday Work Activities** **Everyday Work Activities** **E
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