

# Insurance for meat industry employees



Insurance Booklet - 1 July 2021

The information in this document forms part of the  
Product Disclosure Statement dated 1 July 2021



**MEAT INDUSTRY EMPLOYEES'  
SUPERANNUATION FUND**

MySuper Authorised 17317520544110

## About this Insurance Booklet

This Insurance Booklet has been prepared to help further explain features of the Meat Industry Employees' Superannuation Fund (**MIESF, the Fund**). In particular, features relating to the Death, Terminal Illness and Total and Permanent Disablement (**TPD**) insurance cover provided to eligible Main section members of the Fund, on or after 1 July 2021 are explained.

This Insurance Booklet is intended to provide information only, not advice. It should not be relied upon as advice or take the place of professional financial advice. It has been prepared without taking into account your personal financial circumstances or needs. Before acting on the content of this Insurance Booklet, you should consider whether the Fund (or insurance cover available through the Fund) meets your financial needs and objectives and consider seeking professional advice.

The information contained in this Insurance Booklet may change from time to time. We will provide updated information on our website or in a mail-out. If any changes are materially adverse, these changes will be contained in a revised Insurance Booklet. You can obtain paper copies of any updates at no charge by contacting the Fund as detailed below.

The insurance cover provided is subject to the terms and conditions contained in a group insurance policy taken out by the Trustee with TAL Life Limited (**the Insurer**) (ABN 70 050 109 450, AFSL 237848).

The insurance policy, the Fund's Trust Deed and relevant law help to determine each member's eligibility for insurance cover. The terms and conditions of the insurance policy prevail over any inconsistent information in the Product Disclosure Statement (**PDS**) and this Insurance Booklet. The insurance information provided in the PDS and this Insurance Booklet is based on the policy issued by the Insurer and information provided by the Insurer about the operation of the policy. The Insurer has given and not withdrawn its consent to be named in the PDS and this Insurance Booklet in the form and context in which it appears.

If you have any questions concerning these insurance benefits please contact the Fund Office at:

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2nd floor, 62 Lygon Street  
CARLTON SOUTH VIC 3053

Telephone: 1800 252 099 or (03) 9662 3861

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This Insurance Booklet describes the terms and conditions applicable to insurance cover in place on 1 July 2021 or that commences on or after 1 July 2021.

## I. Overview

Death, Terminal Illness and Total and Permanent Disablement (TPD) insurance cover is provided through the Fund for eligible members.

The “Key definitions” section shown on pages 6 to 10 includes definitions of words in this Insurance Booklet that start with a capital letter.

The standard amount of Death and TPD cover that applies for eligible members and the weekly cost to insured members is shown below. The amount of any insured death or TPD benefit that becomes payable is based on the eligible member's age at the date of death or Date of Disablement (as applicable).

	Death Cover \$	TPD Cover \$	Weekly Cost \$
15 – 29	200,000	150,000	4.35
30 – 34	200,000	100,000	5.53
35 – 39	200,000	50,000	6.94
40 – 44	200,000	35,000	7.53
45 – 49	200,000	20,000	10.00
50 – 54	200,000	10,000	12.94
55 – 59	100,000	5,000	9.18
60 – 64	100,000	2,500	14.47
65 – 69	35,000	0	8.24

Any Death and TPD benefit payable is restricted to half of the cover amounts shown above until one year after the date the Fund receives an eligible member's first Superannuation Guarantee (SG) contribution, however the weekly cost is not halved. **There are further cover restrictions** explained on pages 3 and 4 of this Insurance Booklet.

The Terminal Illness cover effectively pays the Death cover “early” and is equal to the benefit that would be paid upon death, for eligible members until they reach age 69.

There is no insured TPD cover available once a member reaches age 65.

The weekly cost of this insurance cover to eligible members is as shown above.

**The Fund's insurance cover is designed to give financial assistance to you or your dependants in the event of your permanent disablement, terminal illness or death.** Members can elect to reduce their level of cover and the cost if they believe that the cost of this cover inappropriately erodes their retirement benefits.

**You can elect to reduce your insurance cover and the cost to 50% of the amounts shown above.** For example, if you are aged 25, you may wish to elect to have Death cover of only \$100,000 and TPD cover of \$75,000 and your weekly cost would be \$2.18.

If you elect to reduce your cover to 50% of the amounts shown above, you can increase it back to 100% of the amounts shown above at a later time, subject to the cover restrictions explained on page 4 of this Insurance Booklet.

**You can also opt out of Death, Terminal Illness and TPD insurance cover altogether**, but you cannot opt out of one, but not the others. Once a member opts out of cover, the member will become ineligible for cover in the Fund at any time in the future.

You therefore have 3 options if you are eligible for insurance cover. You can elect to have 100%, 50%, or 0% of the standard insurance cover shown above. You should complete Section 2 of the Membership Application form or the Member Super Choices form which are both available on the Fund's website and return the signed form to the Fund Office so that the Fund can implement your insurance choices.

If you do not send us one of these completed forms, the Fund will provide 100% of the insurance cover amounts shown in the table above, if you are eligible, subject to the restriction on the amount of benefit for the first year of cover.

**If the Fund has not received an amount on your behalf for a continuous period of 16 months, the Fund cannot continue to provide your insurance cover unless you have provided us with a signed Membership Application form or Member Super Choices form with Section 2 in the form indicating you have chosen to have 100% or 50% of the standard insurance cover, before the 16 months period has been completed.**

## 2. What is the cost of the insurance cover?

The cost of the insurance cover to the Trustee depends on the age of the insured member and the amount of cover. The Fund pays the Insurer the amount of premiums due under the insurance policy monthly. The weekly cost charged to individual members, based on the costs shown on the previous page, are deducted from the accounts of insured members, after taking into account the benefit of tax deductions the Fund receives for insurance expenses. You are responsible for the cost of any insurance cover provided to you. This cost is deducted from the Member Account of each insured member as follows:

- a) For a member in the Fund for the whole year ended 30 June, the deduction of the weekly cost for your age and level of cover is made for each half year at 31 December and at 30 June.
- b) For members leaving the Fund or ceasing insurance cover, the deduction is the cost based on the number of days of insurance cover in that year;
- c) For members joining the Fund or commencing insurance cover, the deduction is the cost based on the number of days of insurance cover in that year.



## 3. Are you eligible for insurance cover?

When you join MIESF you will automatically receive Death, Terminal Illness and TPD cover in line with the cover commencement terms below, provided you satisfy the following eligibility requirements:

- a) You are a MIESF member and are deemed by us to be in a dangerous occupation (covered by our Dangerous Occupation election); and
- b) You are aged more than 15 years and less than:
  - i) 70 years for Death cover; or
  - ii) 69 years for Terminal Illness cover; or
  - iii) 65 years for TPD cover; and
- c) You have not previously opted out of the cover available in the Fund.

Please note that Spouse and Pension members are not eligible for cover.

## 4. When does your insurance cover commence?

If you are an eligible member who joins MIESF, Death, Terminal Illness and TPD insurance cover will commence on the date (on or after 1 July 2021) when MIESF receives the first compulsory contribution for you. Generally, this occurs when MIESF receives the first Superannuation Guarantee (SG) contribution made for you by your participating employer.

The Government has changed the law so that superannuation funds usually cannot provide automatic insurance benefits to members with less than \$6,000 in their account and new members under age 25, regardless of account balance, unless they opt in to receive insurance.

**The Trustee has elected to apply a dangerous occupation exception from the main requirements of the new law.**

All new members receive a “welcome pack” advising them of their benefits, in the month following the date that MIESF receives the first SG contribution for them.

Eligible members are provided default insurance cover in accordance with the rules described above, however any new member provided with insurance cover can request to opt-out of cover by advising the Fund in writing:

- If the opt-out request is received by the Fund within 60 days of the date of the welcome pack, cover will cease from the date cover commenced and premiums will be refunded.
- If the opt-out request is received by the Fund outside of 60 days of the date of the welcome pack, cover will cease from the date the Fund receives the opt-out request.

## 5. When does your insurance cover end?

Cover will cease on the earliest of the following:

- Upon payment of a Death or Terminal Illness benefit;
- You turn age 65 for TPD or age 69 for Terminal Illness or age 70 for Death insurance cover;
- You have transferred all of your Member Account to the Pension section of the Fund;
- You make partial cash withdrawals from your Member Account or rollovers to another superannuation fund which amount to more than \$20,000 in any financial year after 30 June 2019, unless you were a MIESF member at 30 June 2019 and the remaining balance of your Member Account is more than 50% of your Member Account at 1 July 2019. This rule does not apply once you reach age 65. If your cover ceases for this reason, you will be ineligible for insurance cover at any time in the future;

- There are insufficient funds in your Member Account to pay for the accrued weekly cost of insurance cover;
- The date you are no longer deemed by us to be in a Dangerous Occupation (covered by our Dangerous Occupation election) unless you have elected prior to cover ceasing, to keep your cover;
- The date we receive a signed Membership Application form or Member Super Choices form with Sections 1 and 2 completed advising MIESF that you wish to have no insurance cover\*; and
- When your membership of MIESF ceases.

\* If a completed form is received by MIESF within 60 days of the date of the welcome pack, cover will cease effective from the date cover commenced.

**Insurance cover will also cease if MIESF does not receive an amount on your behalf for a continuous period of 16 months unless you have completed Section 2 of the Membership Application form or the Member Super Choices form and provided us with the signed form before the 16 months period has been completed.**

**Please note that we will not notify you prior to your Death, Terminal Illness or TPD insurance cover ceasing unless this is due to MIESF not having received an amount on your behalf for 15 months.**

You should therefore make sure that you are familiar with the situations when your Death, Terminal Illness or TPD cover will cease, as explained above. If you are in any doubt, please contact the Fund Office to determine whether you have Death, Terminal Illness or TPD cover at any particular time.

## 6. How do the Death and TPD benefits interact?

If you receive a TPD benefit, then the difference between the TPD cover and the Death cover may continue as Death and Terminal Illness cover provided you leave at least \$10,000 in the Fund (or your entire Member Account if lower) and cover has not ceased for some other reason.

Please note the cessation of cover terms will still apply.

## 7. What are the cover restrictions?

Death, Terminal Illness and TPD cover will be restricted to **Limited Cover** if:

- a) You are not in **Active Employment** on the date cover commences; or
- b) You join MIESF and your first SG contribution is received by MIESF more than 6 months after you commenced work with your employer.

The **Limited Cover** condition will be removed and full cover will be provided if as an eligible member you have been:

- i) Continuously insured for a 2 year period; and
- ii) In **Active Employment** for 2 consecutive months immediately prior to or after the end of the 2 year period.

For all Insured Members of the Fund, any Death and Terminal Illness benefit is restricted to half of the cover that the Insured Member has selected in the event of death by suicide or any intentional self-inflicted act whether or not sane at the time; or where the death of an Insured Member is caused by the following acts, whether or not sane at the time and whether or not intentional:

- i) Hanging, strangulation, or asphyxiation; or
- ii) Carbon-monoxide poisoning; or
- iii) Self-fired firearm; or
- iv) Taking or injecting any illegal substances, any drugs or medicines that are not prescribed by a Medical Practitioner or any drugs or medicines in a dosage which is contrary to the advice prescribed by a Medical Practitioner.

For all Insured Members, any Death, Terminal Illness and TPD benefit is restricted to half of the cover that the Insured Member has selected until one year after the date the Fund receives the first SG contribution for the member. Once the one year has elapsed, the cover that the Insured Member has selected will apply upon TPD where the Date of Disablement is after the one year and it will be payable upon death for any reason except suicide and the other acts described above, subject to the other terms and conditions as outlined in this Insurance Booklet.

## Members who have their insurance cover reinstated or increased

Members who have their Death, Terminal Illness and TPD insurance cover cancelled due to no amount being received for 16 months will have their cover reinstated if the Fund accepts a SG contribution from an employer on their behalf provided they are eligible for cover on the date the SG contribution is accepted. These members will have the percentage of cover that applied when the cover ceased due to inactivity. These members also have:

- a) Their Death, Terminal Illness and TPD cover restricted to half of the cover that has been reinstated until one year after the date the cover was reinstated; and
- b) Their Death, Terminal Illness and TPD cover restricted to **Limited Cover** for 2 years.

The **Limited Cover** condition will be removed and full cover will be provided if the member has been:

- i) Continuously insured for a 2 year period since the cover was reinstated; and
- ii) In **Active Employment** for 2 consecutive months immediately prior to or after the end of the 2 year period.

Members who elect to reduce their insurance cover (but not to \$0) and then increase it at a later time have the **increase** in their Death, Terminal Illness and TPD cover restricted to:

- a) half of the increase in their cover until one year after the date the cover was increased; and
- b) **Limited Cover** for 2 years after the date the cover was increased.

The **Limited Cover** condition will be removed under the same rules as described above.

## 8. What is not covered by the insurance?

In addition to the cover restrictions outlined above, no TPD benefit is payable when TPD is a result of attempted suicide or any intentional self-inflicted act whether or not sane at the time, or where the TPD of an Insured Member is caused by the following acts, whether or not sane at the time and whether or not intentional:

- i) Hanging, strangulation or asphyxiation; or
- ii) Carbon-monoxide poisoning; or
- iii) Self-fired firearm; or
- iv) Taking or injecting any illegal substances, any drugs or medicines that are not prescribed by a Medical Practitioner or any drugs or medicines in a dosage which is contrary to the advice prescribed by a Medical Practitioner.

In addition, no benefit in respect of an Insured Member will be payable if an Illness or Injury is directly or indirectly caused by:

- a) the Insured Member's service in the armed forces of any national or international organisation other than their service in the Australian Armed Forces Reserve (including active service and training exercises within national or international armed reserve units); or
- b) war or acts of war whether declared or not, or
- c) any event in respect of which the Insurer has placed an individual exclusion on the cover.

A TPD benefit will not be paid by the Insurer if a claim arises directly or indirectly from an Illness or Injury that the member has claimed or been eligible to claim for a total and permanent disablement type benefit or terminal illness type benefit from another superannuation fund or insurance policy prior to receiving TPD cover in MIESF.

## 9. Cover whilst on leave without pay (parental and other leave)

Death, Terminal Illness and TPD cover may continue automatically during approved leave without pay, provided insurance costs continue to be paid, subject to the terms and conditions of the insurance policy.

When an Insured Member is on approved leave without pay for up to 24 months, the TPD definition that applies in relation to a TPD claim whilst on the approved leave will be based on the TPD definition that would have applied to the member's employment status at the time of going on leave. The TPD Definition 2 will apply if the approved leave extends past 24 months.

## 10. What happens if you are overseas?

Cover is provided 24 hours a day, 7 days a week for all Insured Members while in Australia or overseas (subject to abiding by all policy conditions such as eligibility and working status).

If you make a TPD claim while outside Australia, the Insurer may require you to return to Australia, at your own expense, before assessing the claim.

## 11. Who gets your Death benefit?

Death cover provides a benefit, in addition to the balance of your Member Account, if the Insurer admits a claim for Death. The Trustee can decide to pay your death benefit to one or more of your dependants. If the Trustee decides you have no dependants, payment can be made to your legal personal representative who is administering your Estate. If the Trustee is reasonably satisfied that you have no legal personal representative, the benefit may be paid (if permitted by Superannuation Law) to one or more individuals as determined by the Trustee.

Under the Fund's Trust Deed, the definition of dependant includes:

- Your **spouse** (including defacto spouse);
- Your **children of any age**, (including a step child, ex-nuptial child or adopted child, or a child born after your death);
- Any person with whom you had an **interdependency relationship** as defined by Superannuation Law; and
- Any other person who was wholly or partially **financially dependent** on you at the time of death or had a legal right to look to you for financial support.

An interdependency relationship exists between two people if they live together in a close personal relationship and one or each of them provides the other with financial and domestic support and personal care.

By completing the **Membership Application** form or the **Member Super Choices** form, you have the opportunity to advise the Trustee which dependants you wish to receive your death benefit.

**Your nominations are not legally binding on the Trustee, but will act as a guide. In accordance with the Trust Deed, the Trustee has the absolute discretion to determine the benefit shares and proportions.**

## 12. Payment of your TPD benefit

If you become totally and permanently disabled, the balance of your Member Account may become payable. In addition, any insured benefit may also become payable provided that the Insurer admits a claim for TPD.

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 the TPD benefit to the member until it is paid by the Insurer.

To lodge a claim for a TPD benefit, contact MIESF as soon as possible and you will be sent the relevant claim forms. On receipt of the completed claim forms, your claim will be assessed by the Insurer and the Trustee in accordance with the relevant definitions and policy terms.

Where a claim is not accepted by the Insurer, no insured benefit will be payable.

## 13. Key definitions

### Active Employment

“Active Employment” means the member is:

1. Employed or engaged by an employer; and
  - a. is actively performing all the duties and work hours of their usual occupation free from any limitation due to Illness or Injury; or
  - b. is on employer approved leave for reasons other than Illness or Injury and who would otherwise be capable of performing all the duties and work hours of their usual occupation free from limitation due to Illness or Injury; and
  - c. in the Insurer’s opinion, is not restricted by Illness or Injury from being capable of performing the duties of their usual occupation on a Full Time Basis (even if not then working on a Full Time Basis); and
  - d. is not entitled to or receiving income support benefits from any source including workers’ compensation benefits, statutory transport accident benefits and disability income benefits;

or

2. unemployed or Self-employed; and
  - a. is actively performing, or is capable of actively performing, all the duties and work hours of their usual occupation free from any limitation due to Illness or Injury; and
  - b. in the Insurer’s opinion, is not restricted by Illness or Injury from being capable of performing the duties of their usual occupation on a Full Time Basis (even if not then working on a Full Time Basis); and
  - c. is not entitled to or receiving income support benefits from any source including workers’ compensation benefits, statutory transport accident benefits and disability income benefits.

### Date of Disablement

“Date of Disablement” means the later of the following:

1. the date the Insured Member is first certified in writing by:
  - a. a Medical Practitioner; or
  - b. a Specialist Medical Practitioner for an Illness that is a mental disorder;as suffering the Illness or Injury which is the subject of the TPD claim being made by the Insured Member;
- and
2. the date the Insured Member, due to the Illness or Injury that is the subject of the TPD claim:
  - a. being Employed – ceases all work; or
  - b. being unemployed – ceases to be able to perform their usual occupation.

### DSM

“DSM” means the latest edition of the Diagnostic and Statistical Manual of Mental Disorders issued by the American Medical Association, or if this is no longer used or published, another similar scale as determined by the Psychiatric Board of Australia.

### Employed or Employment

“Employed” or “Employment” means being engaged by an employer under a contract of employment or under an award, Australian workplace agreement or certified agreement; or being Self-employed.

### Self-employed

“Self-employed” means an individual who is performing activities for or in hope of remuneration or reward from personal exertion in a business or professional practice of which he or she directly or indirectly owns all or part.

### Everyday Work Activities

“Everyday Work Activities” means the following activities:

- a. Mobility – the Insured Member cannot do one of the following:
  - walk more than 200m on a level surface without stopping due to breathlessness; or
  - bend, kneel or squat to pick something up from the floor and straighten up again, nor can they get in and out of a standard sedan car;
- b. Communicating – the Insured Member cannot do one of the following:
  - speak in their first language so that they are understood in a quiet room, nor can they hear (with or without a hearing aid or other aid) an instruction given in a normal voice in their first language in a quiet room; or
  - understand a simple message in their first language and relay that message to another person;
- c. Vision – the Insured Member cannot, with or without glasses or contact lenses, read ordinary newsprint and pass the standard eyesight test for a car licence;
- d. Lifting – the Insured Member cannot lift, carry or move objects weighing 5kg using their hands; and
- e. Manual dexterity – the Insured Member cannot 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).

### Full Time Basis

“Full Time Basis” means at least 35 hours per week.

### Gainfully Employed

“Gainfully Employed” means employment or self-employment for gain or reward, or in expectation of gain or reward, in any business, trade, profession, vocation, calling, occupation or employment, where gain or reward envisages the receipt of remuneration such as salary, wages, business income, bonuses, commissions, fees or gratuities, in return for personal exertion.

## Illness

“Illness” means sickness, disease or disorder.

## Injury

“Injury” means bodily injury which is caused solely and directly by external violent and accidental means and is independent of any other cause.

## Insured Member

“Insured Member” means a member of MIESF with Death, Terminal Illness or TPD cover.

## Limited Cover

“Limited Cover” means the Insured Member is only covered for a Death, Terminal Illness or TPD claim arising from:

- a. an Illness that first became apparent; or
  - b. an Injury that first occurred;
- on or after the date the insured cover commenced or recommenced for the Insured Member, as applicable.

## Medical Practitioner

“Medical Practitioner” means, unless the Insurer agrees otherwise, a medical practitioner legally qualified and registered to practice in Australia, but shall not include chiropractors, physiotherapists, psychologists or alternative health providers.

The medical practitioner cannot be:

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

## Psychiatric Impairment Rating Scale

“Psychiatric Impairment Rating Scale” means the scale for assessing the whole-person impairment of a psychiatric disorder as applied by a Specialist Medical Practitioner who has undergone appropriate training in this assessment method. If the psychiatric impairment rating scale is no longer used or published, the Insurer will use another similar scale for the assessment as determined by the relevant medical body.

## Specialist Medical Practitioner

“Specialist Medical Practitioner” means a person who is a Medical Practitioner who:

- a. if the claimed Illness is a mental disorder, is legally qualified as a practicing psychiatrist and registered with the Australian Health Practitioner Regulation Agency (and the Insurer requires the condition to have been diagnosed in accordance with the DSM by the Specialist Medical Practitioner);

otherwise

- b. is a specialist as determined by the relevant medical registration boards and registered with the Australian Health Practitioner Regulation Agency, and is currently practicing in a specialist area related to the Illness or Injury that the claim is for.

## Terminal Illness

“Terminal Illness” means:

- (i) two Medical Practitioners have certified in writing that an Insured Member suffers from an Illness, or has incurred an Injury, that is likely to result in death within a period (“the certification period”) that ends not more than 12 months after the date of the certification;
- (ii) at least one of the Medical Practitioners is a Specialist Medical Practitioner practicing in an area related to the Illness or Injury suffered by the Insured Member;
- (iii) the Illness or Injury and certification occurs while the Insured Member has insurance cover in the Fund;
- (iv) for each of the certificates the certification period has not ended; and
- (v) the Insurer is satisfied, on medical or other evidence, that despite reasonable medical treatment, the Illness or Injury will lead to the Insured Member’s death within 12 months of the date of the certifications.

## Total and Permanent Disablement

“Total and Permanent Disablement (TPD)” means either of Definition 1 or Definition 2 below, as applicable based upon the following criteria:

Criteria for TPD assessment	Applicable TPD definition
Definition 1 applies to an Insured Member who on the Date of Disablement: a. is under age 65; and b. is Gainfully Employed; or c. is unemployed and has been for less than 16 consecutive months.	<b>Definition 1</b>
Definition 2 applies to an Insured Member to whom Definition 1 does not apply.	<b>Definition 2 only.</b>

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

means in the Insurer’s opinion, solely and directly as a result of an Illness or Injury, the Insured member:

- a. has been continuously absent from engaging in their occupation and any other occupation for an uninterrupted period of six consecutive months immediately following the Date of Disablement and continuing up to the date the Insurer forms its opinion;

- b. 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;
- c. 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 that they will be unable to ever again engage in any occupation for which the Insured Member:
  - (i) is at the end of the six consecutive month period immediately following the Date of Disablement and by the time the Insurer forms its opinion reasonably suited by 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 education, training or experience.

In forming its opinion, the Insurer will have regard to factors including, but not limited to:

- a. any treatment, rehabilitation, training, retraining, re-skilling, work or voluntary work that has been undertaken by the time the Insurer forms its opinion, or could reasonably be expected to be undertaken by the Insured Member following the time the Insurer forms its opinion;
- b. the Insured Member's personal attributes and transferrable skills (vocational and personal) available by the time the Insurer forms its opinion; and
- c. all evidence available to the Insurer (medical or otherwise) for the period up to the time the Insurer forms its opinion.

The six month period required under d. (i) above does not apply where the Insured Member is suffering one or more of the Medical Conditions.

**Definition 2: Everyday Work Activities and Psychiatric Impairment**

means in the Insurer's opinion, solely and directly as a result of an Illness or Injury, the Insured Member:

- a. since becoming ill or injured, has been under the regular care and attention of a Medical Practitioner for that Illness or Injury or for the purposes of d. (ii) below, under the regular care and attention of a Specialist Medical Practitioner;
- b. 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;

- c. due to the Illness or Injury, will be unable to ever again engage in any occupation for which they are reasonably suited, having regard to their education, training or experience up to the date the Insurer forms its opinion; and
- d. satisfies either (i) or (ii) below:
  - (i) due to that Illness or Injury:
    - 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 (this 12 months does not apply where the Insured Member is suffering one or more of the Medical Conditions); and
    - b) the Insured Member is unable 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
  - (ii) the Insured Member's Illness is a mental disorder that:
    - a) has been diagnosed by a Specialist Medical Practitioner using the criteria outlined in the DSM;
    - b) the Insured Member's treating Specialist Medical Practitioner considers the Insured Member has reached maximum medical improvement; and
    - c) has been assessed by a suitably qualified Specialist Medical Practitioner appointed by the Insurer; (as having an impairment of 19% or above) under the Psychiatric Impairment Rating Scale.

## Specified Medical Conditions Definitions

The definitions of “Medical Conditions” referred to in the definition of Total and Permanent Disablement are set out below.

Medical Condition	Definition
<i>blindness</i>	The permanent loss of sight in both eyes, whether aided or unaided, due to Illness or Injury to the extent that visual acuity is 6/60 or less in both eyes or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by a Specialist Medical Practitioner.
<i>cardiomyopathy</i>	A condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, that is Class 3 on the New York Heart Association classification of cardiac impairment.
<i>chronic lung disease</i>	Permanent end stage respiratory failure with FEV1 test results of consistently less than one litre, requiring continuous permanent oxygen therapy.
<i>dementia and alzheimer’s disease</i>	The clinical diagnosis of dementia (including alzheimer’s disease) as confirmed by a Specialist Medical Practitioner. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment means a deterioration in the person’s Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse or AIDS is excluded.
<i>diplegia</i>	The total loss of function of both sides of the body due to Illness or Injury where such loss of function is permanent.
<i>hemiplegia</i>	The total loss of function of one side of the body due to Illness or Injury, where such loss of function is permanent.
<i>loss of hearing</i>	Complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of Illness or Injury, as certified by a Specialist Medical Practitioner the Insurer considers appropriate.
<i>loss of speech</i>	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 the speech centres of the brain. The loss must be certified by an appropriate Specialist Medical Practitioner.
<i>major head trauma</i>	<p>An injury to the head resulting in neurological deficit causing, as certified by a Specialist Medical Practitioner, either:</p> <ul style="list-style-type: none"> <li>• a permanent loss of at least 25% whole person function as defined in the American Medical Association publication “Guides to the Evaluation of Permanent Impairment” 4th Edition or an equivalent guide to the evaluation of impairment approved by the Insurer; or</li> <li>• the permanent and irreversible inability to perform without the assistance of another person any one of the following activities of daily living: <ul style="list-style-type: none"> <li>- dressing – the ability to put on and take off clothing;</li> <li>- bathing – the ability to wash or shower without assistance;</li> <li>- toileting – the ability to use the toilet, including getting on and off;</li> <li>- mobility – the ability to get in and out of bed or a chair;</li> <li>- continence – the ability to control bowel and bladder function; or</li> <li>- feeding – the ability to get food from a plate into the mouth.</li> </ul> </li> </ul>
<i>motor neurone disease</i>	Motor neurone disease diagnosed by a Specialist Medical Practitioner.
<i>multiple sclerosis</i>	<p>The unequivocal diagnosis of multiple sclerosis as confirmed by a Specialist Medical Practitioner and characterised by demyelination in the brain and spinal cord evidenced by Magnetic Resonance Imaging or other investigations acceptable to the Insurer.</p> <p>There must have been more than one episode of well-defined neurological deficit with persisting neurological abnormalities.</p>

Medical Condition	Definition
<i>muscular dystrophy</i>	The unequivocal diagnosis of muscular dystrophy by a Specialist Medical Practitioner.
<i>paraplegia</i>	The permanent loss of use of both legs or both arms, resulting from spinal cord illness or Injury.
<i>parkinson's disease</i>	<p>The unequivocal diagnosis of parkinson's disease by a Specialist Medical Practitioner where the Specialist Medical Practitioner confirms that the condition:</p> <ul style="list-style-type: none"> <li>• is the established cause of two or more of the following: <ul style="list-style-type: none"> <li>– muscular rigidity;</li> <li>– resting tremor; or</li> <li>– bradykinesia; and</li> </ul> </li> <li>• has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit.</li> </ul> <p>The person must be following the advice and treatment of a Specialist Medical Practitioner.</p>
<i>primary pulmonary hypertension</i>	Hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.
<i>quadriplegia</i>	The permanent loss of use of both arms and both legs resulting from spinal cord illness or Injury.
<i>severe rheumatoid arthritis</i>	<p>The unequivocal diagnosis of severe rheumatoid arthritis by a Specialist Medical Practitioner. The diagnosis must be supported by, and evidence, all of the following criteria:</p> <ul style="list-style-type: none"> <li>• at least a six week history of severe rheumatoid arthritis which involves three or more of the following joint areas: <ul style="list-style-type: none"> <li>- proximal interphalangeal joints in the hands;</li> <li>- metacarpophalangeal joints in the hands; and</li> <li>- metatarsophalangeal joints in the foot, wrist, elbow, knee or ankle;</li> </ul> </li> <li>• simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone); and</li> <li>• typical rheumatoid joint deformity and at least two of the following criteria: <ul style="list-style-type: none"> <li>- morning stiffness;</li> <li>- rheumatoid nodules;</li> <li>- erosions seen on X-ray imaging; or</li> <li>- the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis.</li> </ul> </li> </ul> <p>Degenerative osteoarthritis and all other arthritis are excluded.</p>
<i>tetraplegia</i>	The total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain illness or Injury or spinal cord illness or Injury.

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