

# Insurance Guide - Energy Industry

Issued: 1 February 2024

The information in this document forms part of the *Accumulation account Product Disclosure Statement*, issued: 1 February 2024.

The insurance cover described in this *Insurance Guide - Energy Industry* does not apply to Brighter Super members who work for the Queensland local government or associated industries.

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**SUPERANNUATION    INVESTMENT    ADVICE    INSURANCE**

This document has been prepared and issued by LGIA Super Trustee (ABN 94 085 088 484 AFS Licence No. 230511) (Trustee) as trustee for LGIA Super (ABN 23 053 121 564) (Fund), trading as Brighter Super. In this document, Brighter Super may refer to the Trustee or LGIA Super as the case may be.  
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The contents of this guide relating to insurance benefits needs to be read in conjunction with the Policy Document issued to Brighter Super by the insurer, Zurich. Where any differences occur between the two documents, the conditions within the Policy Document prevail. The Policy Document is available on request from Brighter Super.

# Insurance Overview

The insurance arrangements available through your Brighter Super account are a convenient low cost solution for your personal insurance needs. Having the right level of personal insurance cover is an important part of your overall superannuation strategy. It is essential that you periodically review how much cover you have to ensure it is appropriate for your needs.

Types of insurance cover available through your Brighter Super account are:

- **Death & Total and Permanent Disablement (TPD):** provides a lump sum to your family or estate if you die before age 70, or a lump sum payment to you on the diagnosis of a terminal illness or if you're disabled to such an extent that you will no longer be able to work.
- **Death Only:** can give you peace of mind by knowing that, if you die before age 70 or are diagnosed with a terminal illness, you or your family or estate will be provided with a lump sum payment.
- **Income Protection (IP):** means peace of mind for you and your family if you're suddenly incapacitated and need time to recover. Income Protection insurance can provide you with an income replacement payment in the event that a temporary disablement prevents you from working.

**Please note:** for Death, Terminal Illness, or TPD cover, any insurance proceeds received are paid into your Brighter Super account and invested in the Cash investment option.

## Need help

### with your insurance cover?

Members have access to advice through the Fund's representatives and partners, who may be able to provide you with personal advice on insurance in your Brighter Super account over the phone at no additional cost to you.

Simply call **1800 444 396** or visit our website at **[brightersuper.com.au](http://brightersuper.com.au)** for further information.



# The insurance cover you get when you join

To be eligible for cover, you need to:

- have a Brighter Super account;
- be an Australian Resident residing in or outside Australia or a holder of a Visa residing in Australia; and
- be aged at least 15 years and not older than 69.

Insurance features	Joining through a Energy Industry Employer	Joining as a Public Offer Member
<p><b>Default Cover</b></p>	<p>If eligible, you will receive either:</p> <ul style="list-style-type: none"> <li>• the Default Cover for Death &amp; TPD and Standard Income Protection (if applicable). Your Death &amp; TPD cover will change as you move from one age bracket to another;</li> <li>or</li> <li>• a set number of units of Default Cover for Death &amp; TPD and Standard Income Protection (if applicable) nominated by your Energy Industry Employer. Please refer to the Corporate Plan Summary relevant to your Energy Industry Employer for further information.</li> </ul> <p>For more information on the Default Cover for Death and TPD see page 7 and Income Protection page 20.</p>	<p>You can apply for Public Offer Limited Cover, however exclusions will apply. Refer to the Information for Public Offer members section on page 9 and page 27 for more information.</p>
<p><b>When you receive cover</b></p>	<p>You will receive Default Cover applicable to your employment if you meet one of the following:</p> <ul style="list-style-type: none"> <li>• you have reached age 25 or over and have an account balance of \$6,000 or more; or</li> <li>• you opt-in to Default Cover. Complete the <i>Insurance Cover Election Form - Energy Industry</i> available at <a href="http://brightersuper.com.au/forms">brightersuper.com.au/forms</a>; or</li> <li>• your Energy Industry Employer has advised they are making additional contributions to pay for the full cost of your Death &amp; TPD and/or IP cover.</li> </ul> <p>You must also not:</p> <ul style="list-style-type: none"> <li>• be a Claiming Member; and</li> <li>• have been provided with Default Cover in the same account (this restriction does not apply if you commence or recommence employment with an Energy Industry Employer);</li> <li>• have opted out of Default Cover or cancelled your cover (this restriction does not apply if you commence or recommence employment with an Energy Industry Employer who has advised they are making additional contributions to pay for the full cost of your Death &amp; TPD and/ or IP cover).</li> </ul>	<p>You will need to complete the <i>Insurance Cover Election Form - Energy Industry Employer</i> and return it to us within 60 days of the issue date stated on your Welcome Letter, and your application is accepted by the Insurer. You must also not:</p> <ul style="list-style-type: none"> <li>• have been provided with this type of Cover in relation to the same account or any previous account (including those you have closed); and</li> <li>• be a Claiming Member.</li> </ul>
<p><b>Automatic Acceptance Level (AAL)</b></p>	<p>AAL means the maximum amount of cover that can be provided without the need for you to provide health evidence. You may apply for more than the Default Cover Death and TPD up to the AAL (10 units in total) without having to provide evidence of your good health when you apply within 60 days of the issue date stated on your Welcome Letter. See the <i>Application to Increase Cover Form - Energy Industry</i> to apply.</p>	<p>As your insurance cover is optional any Death Only, Death &amp; TPD and Income Protection insurance cover you apply for is provided subject to eligibility requirements. You are entitled to apply for Public Offer Limited Cover for Death and TPD up to a maximum of 5 units.</p>

Insurance features	Joining through a Energy Industry Employer	Joining as a Public Offer Member
<p><b>When cover starts</b></p>	<ul style="list-style-type: none"> <li>• If your Energy Industry Employer is paying for the full cost of Death &amp; TPD and/or IP cover, the type of cover your Energy Industry Employer pays for starts on the later of the following dates:               <ul style="list-style-type: none"> <li>• the date you commence work for your most recent Energy Industry Employer;</li> <li>• the start date of the period relating to the first Employer Contribution paid to your account; and</li> <li>• the date your membership in the Fund begins;</li> </ul> </li> <li>• If you opt-in for Default Cover, cover starts on the date the fund receives your application to opt-in.</li> <li>• If your Energy Industry Employer is not paying the full cost of Death &amp; TPD and/or IP cover, then your cover will start on the date you are at least 25 years of age and your account balance is \$6,000 or more.</li> </ul> <p>Any additional cover you take out above the Default Cover amount will commence on the day your application is accepted.</p>	<p>Any optional cover you take out will commence on the day your application is accepted under the terms of the Policy.</p>
<p><b>Optional/Additional Cover</b></p>	<p>To apply for any optional/additional cover, please complete the <i>Insurance Application Form - Energy Industry</i>.</p> <p><b>Death Only/Death &amp; TPD</b>          You can apply for additional/optional Death Only, or Death and TPD insurance cover, up to the maximum limits of \$5 million for Death and \$3 million for TPD.          If you choose fixed-dollar cover, the fixed-dollar cover will replace any units of Death Only or Death &amp; TPD cover you may have.          You may need to complete a Personal Statement and undergo medical tests in some circumstances if you are not eligible under the AAL or want more cover.</p> <p><b>Standard IP</b>          You may apply for additional Standard IP cover up to the maximum benefit level (see the table on page 21).</p> <p><b>Extended IP</b>          If you are:</p> <ul style="list-style-type: none"> <li>• Gainfully Working, and working an average of at least 14 hours or more per week;</li> <li>• not employed on a casual or seasonal basis, nor a Contractor;</li> <li>• not an Excluded Member; and</li> <li>• an Australian Resident.</li> </ul> <p>You may also apply for Extended IP which has a payment period up to age 65 (i.e. beyond 104 weeks).</p>	



# What cover do I get?

New laws have changed how you receive insurance cover within superannuation. Below is a simple way for you to understand whether you will have cover and if any restrictions apply.

When your account was opened, were you employed by an Energy Industry Employer?

**YES**

That's great news, you should be covered by our Default Cover provided you meet our automatic acceptance requirements.

Which scenario below applies to you?

## My Energy Industry Employer makes additional contributions to pay the full cost of Death & TPD and/or IP cover

You'll receive the Default Cover for the type of cover your Energy Industry Employer pays. Cover starts on the later of the following dates:

- The date you commence work for your most recent Energy Industry Employer;
- The start date of the period relating to the first Employer Contribution paid to your account; and
- The date your membership in the Fund begins.

Your Default Cover will be Standard Cover if you are At Work on the date the Default Cover starts and the first Employer Contribution made to your account:

- relates to the period of employment by you with the Energy Industry Employer starting on the date you commenced or recommenced employment with that Energy Industry Employer, or is within 120 days of your employer becoming a Energy Industry Employer; and
- is received by the Fund within 120 days after the date the Default Cover starts.

If you are not At Work on the date the Default Cover starts, your Default Cover will be Limited Cover until you have been At Work for 30 consecutive days.

If the first Employer Contribution made to your account does not meet the requirements above, your Default Cover will be Limited Cover for the duration of cover unless it is converted to Standard Cover via underwriting.

## I made the choice to opt-in to Default Cover

You'll receive the Default Cover. Your cover will be subject to the below restrictions depending on when you opted-in.

### Within 60 days of the issue date stated on your Welcome letter

Your Default Cover is Limited Cover until you've been At Work for 30 consecutive days.

Cover starts on the date the Fund receives your application to opt-in.

### After 60 days from the issue date stated on your Welcome letter

Your Default Cover is Limited Cover for at least 12 months until you've been At Work for 30 consecutive days immediately prior to the expiry of the 12-month period. If you're not At Work for 30 consecutive days immediately before the 12-month expiry, Limited Cover continues until you are At Work for 30 consecutive days.

Cover starts on the date the Fund receives your application to opt-in.

**My Energy Industry Employer does not make additional contributions to pay for my insurance cover and I have not opted in.**

You'll receive the Default Cover

- if you are 25 years of age or older when you join the Fund and hold a minimum account balance of \$6,000; or
- once you reach the age of 25 whilst you are a member provided you have a balance in your account of at least \$6,000.

Your cover is Limited Cover for at least 12 months until you've been At Work for 30 consecutive days immediately prior to the expiry of the 12-month period. If you're not At Work for 30 consecutive days before the 12-month expiry, Limited Cover continues until you are At Work for 30 consecutive days.

Cover starts when you:

- join the Fund, provided you are 25 years or older and have a balance of at least \$6,000; or
- first reach an account balance of \$6,000 where you are 25 years of age or older; or
- reach the age of 25 and your balance is at least \$6,000.

\*If you want Default Cover before reaching age 25 and/or having a balance of \$6,000, you'll need to opt-in for cover. Please complete the *Insurance Cover Election Form - Energy Industry Employer*.

**NO**

**It means you are a Public Offer member. You can apply for Public Offer Limited Cover or apply for the level of insurance cover that is right for you.**

**Did you apply within 60 days of the issue date stated on your Welcome letter?**

**YES**

You have Public Offer Limited Cover which is subject to exclusions. Refer to the Exclusions for Public Offer Members section on page 9 and 27

**NO**

You have no cover. If you want cover, you'll need to apply. Please complete the *Insurance Application Form - Energy Industry* available at **[brightersuper.com.au/forms](http://brightersuper.com.au/forms)**.



# Death & Total and Permanent Disablement (TPD) cover

Death & TPD cover is a valuable benefit should you die or become totally and permanently disabled through injury or illness.

With Death & TPD insurance offered through your account you have the flexibility to choose the cover that best suits your needs. You can choose units of insurance cover or a fixed-dollar amount. Furthermore, if you are transferring your super from another fund where you had Death and/or TPD cover, you may even be able to transfer the same level of insurance cover to us. See page 15 for details.

## Unit-based Cover (Default)

### Features:

- insurance cover is based on multiples of units
- the benefit amount per unit reduces with age
- the cost per unit remains the same.

### Default Cover

Life-stage cover is the default cover for members (aged 15 - 69) joining through an Energy Industry Employer. Life-stage cover will automatically increase your units of cover by 1 unit when you move from one age bracket to another (refer to the table above). The cost of your insurance will also automatically increase in line with the number of units.

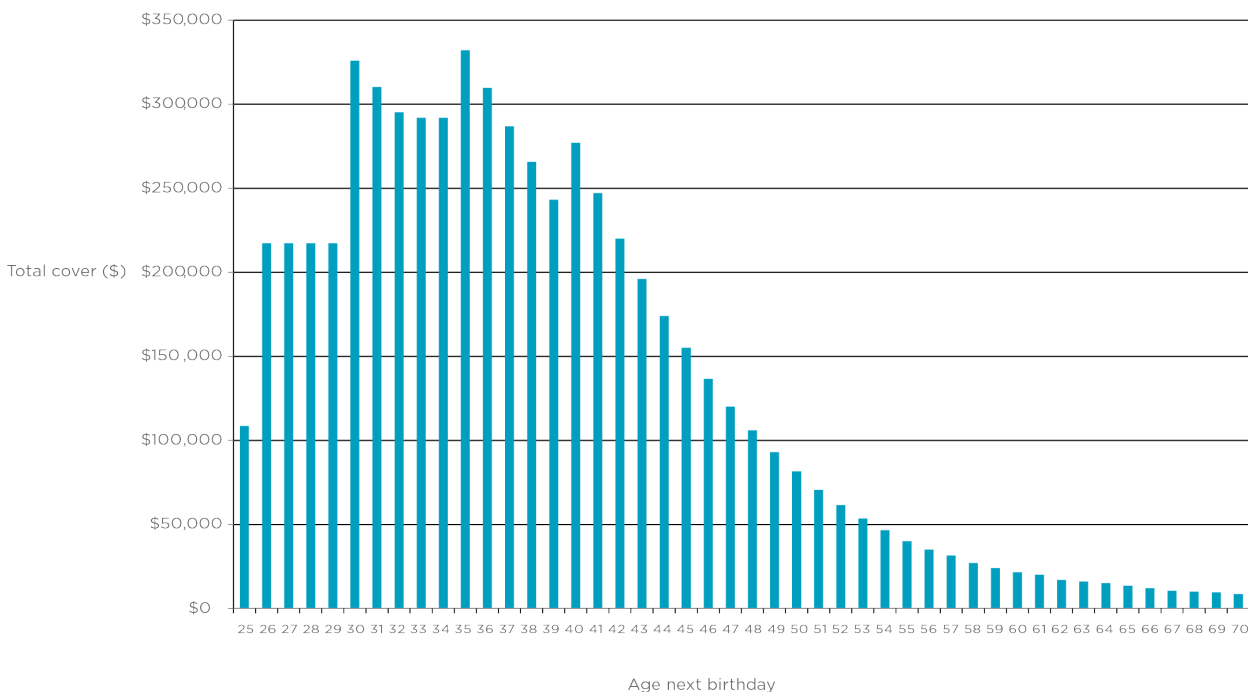
For example, if you have life-stage cover (i.e. you do not select any additional units of cover), your units of cover will automatically increase from two to three units when you turn 29 years of age (as your age next birthday will be 30).

Age Next Birthday	Units of Cover
To age 25	1
26 to 29	2
30 to 34	3
35 to 39	4
40 to 70	5

This means that the amount of cover you have will automatically increase at a time when you are most likely to need it due to work, debts and family commitments. The maximum cover obtained under the life-stage increases feature is when your age next birthday is 35, i.e. your Death & TPD cover is equal to \$332,000. Your total cover amount generally reduces from the age of 35. This is demonstrated visually in the graph below.

Public Offer Members joining by direct application can select the automatic life-stage increases feature when they apply for Death & TPD insurance cover.

LIFE-STAGE COVER



## How to calculate your unit-based cover

Your insurance cover = number of units acquired x amount of cover per unit for your age next birthday.

### Gross amount of cover per unit

Age next birthday	Death & TPD (\$)	Death only (\$)
Up to 30	108,600	48,900
31	103,400	47,900
32	98,400	46,900
33	97,300	46,700
34	97,300	46,700
35	83,000	43,900
36	77,400	42,800
37	71,700	41,000
38	66,400	39,200
39	60,800	37,400
40	55,400	35,700
41	49,400	33,800
42	44,000	32,100
43	39,200	30,400
44	34,800	28,900
45	31,000	27,500
46	27,300	26,000
47	24,000	24,700
48	21,200	23,500
49	18,600	22,300
50	16,300	21,100
51	14,100	20,000
52	12,300	19,000
53	10,700	17,900
54	9,300	17,000
55	8,000	16,000
56	7,000	15,200
57	6,300	14,300
58	5,400	13,500
59	4,800	12,700
60	4,300	11,900
61	4,000	11,100
62	3,400	10,300
63	3,200	9,600
64	3,000	8,900
65	2,700	8,100
66	2,400	4,600
67	2,100	3,200
68	2,000	2,500
69	1,900	1,800
70	1,700	1,700

**Please note:** Cover levels are gross of tax (if applicable). See the *Member Guide* for information about tax on death benefits.

## Optional/Additional Cover

You can apply for optional/additional unit-based cover OR opt for fixed-dollar cover (as outlined below). You cannot hold both unit-based cover AND fixed-dollar cover. You can apply for optional/additional cover by completing an *Insurance Application Form - Energy Industry* available online at [brightersuper.com.au/forms](http://brightersuper.com.au/forms).

If your application for optional/additional cover is accepted by the Insurer, the Fund will notify you of the Insurer's acceptance and any special conditions (such as exclusions or premium loadings) associated with the cover.

Where special conditions apply, you will have to advise the Fund that you accept those special conditions. The Fund requires you to confirm your acceptance of any special conditions within 21 days of you being notified in writing, to enable your cover to commence from the date the insurer accepted your application.

If you provide your acceptance to the Fund after this 21 day period but within 28 days of the Fund's notification of the Insurer's special conditions, then your cover will commence on the date you notify the Fund of your acceptance.

If you do not accept the special conditions or we do not hear from you within the prescribed 28 days, your optional/additional cover will not take effect.

### Fixed-dollar Cover

While unit-based cover is the default offered by the Fund, you can also apply for fixed-dollar cover.

With fixed-dollar cover you choose the amount of Death Only or Death & TPD insurance cover you require and the cost is calculated based on your age next birthday and your level of cover. The fixed-dollar cover table on page 11 discloses the annual cost of cover.

#### Features:

- insurance is based on a fixed-dollar amount of cover nominated by you.
- the cost generally increases with age.
- the benefit amount remains the same until you reach the age of 60 when your TPD benefit (if applicable) decreases annually.
- fixed cover replaces any unit-based cover you may have.

## How to calculate fixed-dollar cover

If you select fixed-dollar cover, the dollar amount of Death cover in the Death Only or Death & TPD cover that you apply for will remain the same over time.

However your fixed-dollar cover for TPD will reduce proportionally from age 61 through to turning age 70, when cover stops. Your fixed-dollar cover for Death will not be affected by this and will not reduce.

The age-based tapering that applies to fixed-cover for TPD is shown as a percentage of your insured amount in the following table:

Age Next Birthday	% of Fixed Cover
62	90%
63	80%
64	70%
65	60%
66	50%
67	40%
68	30%
69	20%
70	10%

## Exclusions

Benefits will not be payable:

- If the event giving rise to the claim is caused directly or indirectly from your involvement in War and the claim occurs during your most recent involvement in War or within five years after the end of your most recent involvement in War; and
- with respect to any special conditions or exclusions advised to you.

If you have Limited Cover:

- A Death Benefit will not be payable if your death is caused directly or indirectly, wholly or partially, by a Deliberate Self-Inflicted Act which occurs within 13 months of the Default Cover Commencement Date;
- Benefits will not be payable if the illness or injury resulting in your Terminal Illness or Total and Permanent Disablement is caused directly or indirectly, wholly or partially, by a Deliberate Self-Inflicted Act; and
- Benefits will not be payable if your death, Terminal Illness or Total and Permanent Disablement is caused either directly or indirectly, wholly or partially, from a Pre-Existing Condition.

## Additional exclusions for Public Offer Members

If you join the fund as a Public Offer Member and have Public Offer Limited Cover through your account, benefits will not be payable if an illness or injury resulting in your death, Terminal Illness or Total and Permanent Disablement is caused directly or indirectly, wholly or partially, by:

- a Deliberate Self-Inflicted Act, and the date of the Deliberate Self-Inflicted Act occurs within 2 years of your cover commencing or increasing; or
- a Pre-Existing Condition, where the Incurred Date occurs within 2 years of your cover commencing or increasing.

### Public Offer Member who commences work with an Energy Industry Employer

If you are a Public Offer Member who subsequently becomes Employed with an Energy Industry Employer, the amount of your cover will be equal to the greater of:

- the amount that you held through your account as a Public Offer Member immediately before being employed by an Energy Industry Employer; and
- the Default Cover amount through your Energy Industry Employer

If you hold Public Offer Limited Cover through your account and it is less than or equal to the Default Cover amount available through your Energy Industry Employer, your Public Offer Limited Cover will be converted to Default Cover from the later of:

- the date you commence work for your Energy Industry Employer;
- the start date of the period relating to the first Employer Contribution paid to your account.

Where your Default Cover is greater than your Public Offer Limited Cover, the amount in excess of the Public Offer Limited Cover will be Limited Cover unless:

- the first Employer Contribution paid to your account relates to the first 120 days of work with your Energy Industry Employer;
- this Employer Contribution is received by the Fund within 120 days after the Superannuation Guarantee deadline that applies to the first day you worked with your Energy Industry Employer; and
- you are At Work on the day your Default Cover commences.

Limited Cover will apply until you have been At Work for 30 consecutive days after your Default Cover commences.

If your Public Offer Limited Cover is greater than the Default Cover amount through your Energy Industry Employer, the Public Offer Limited Cover amount in excess of the Default Cover amount will continue to be subject to Public Offer Limited Cover exclusions.

## Maximum amount of cover

You can apply for additional cover at any time (unit-based or fixed-dollar) up to the maximum benefit limits of \$5 million for Death and \$3 million for TPD by completing the *Insurance Application Form - Energy Industry*.

You should note, however, that you cannot have more TPD cover than Death cover. Members who have existing cover through a Brighter Super account which is above these levels prior to 1 July 2020 will retain their existing cover, but will not be able to increase their cover.

You also may be required to complete a Personal Statement and undergo other tests as required by the Insurer.

## Interim Accident Cover

While your application for Optional/Additional Cover is being assessed, you will be provided with interim accident cover. Some conditions apply.

The benefit payable for interim accident cover is the lesser of:

- the amount of Optional/Additional Cover you applied for;
- \$1,000,000;
- the difference between the amount applied for and any existing cover which is to be replaced; and
- an amount which the Insurer would potentially accept according to their underwriting rules.

This benefit is only payable once and is not available to Excluded Members.

Where interim accident cover applies, a benefit will only be payable where Total and Permanent Disablement or death is caused by an Accident (as opposed to illness or other disability) and is not a result directly or indirectly from your involvement in War and the claim does not occur during your most recent involvement in War or within five years after the end of your most recent involvement in War. For the definition of Accident see page 33.

Interim accident cover starts from the date your signed and fully completed application for Optional/Additional Cover is received by the Fund or the Insurer.

Interim accident cover will expire on the earliest of the following:

- 90 days after the commencement of the interim accident cover;
- the date your application for insurance is accepted or declined;
- the date you cancel or withdraw your application for insurance; or
- the date you are no longer eligible for insurance cover with the Fund;
- the date you cease to be a member of the Fund;
- your cover otherwise ceasing for any reason (including any of the events outlined in *When your Cover Ends* on page 19);
- if the Insurer accepts your application subject to exclusions and/or other special conditions, the date you accept these exclusions and/or other special conditions; or
- when cover for every member holding insurance ceases under the group insurance policy because the insurance policy is terminated or cancelled.



## The cost of cover

The cost of your Death only, or Death & TPD insurance cover depends on the amount of cover you choose and whether it is unit-based or fixed-dollar cover.

You may be eligible for a white collar rate for your insurance if your Occupation is within the definition of White Collar/Professional (the discount applies to both the unit-based and fixed-dollar cover). See page 38 for the definition of White Collar/Professional.

The cost of your insurance will be deducted monthly in arrears from your Brighter Super account. Your insurance costs will generally continue to be deducted monthly from your account until you contact us to cancel it or your cover ends. For more information see *Increasing, reducing or cancelling your cover* on page 12 and *When your cover ends* on page 19.

Some Energy Industry Employer have agreed to pay for a fixed number of Death & TPD and/or Standard Income Protection units of cover and make additional contributions to your Brighter Super account to cover the cost of these units. See your Corporate Plan Summary for details if applicable.

The costs of unit based cover are set out below. The costs of fixed dollar cover are set out in the table to the right.

Please note the premium rates shown are gross of tax and include stamp duty and GST. The Trustee receives an insurance administration fee of 8% of the insurance premium. This fee is to cover the costs incurred by the Trustee in providing insurance to members. A tax refund of 7% of the gross insurance costs is credited to accounts and reduces the effective cost of insurance. If applicable, the refund will be shown on your Annual Statement.

### Unit-based cover

Death & TPD	Death Only
Blue collar gross cost: \$1.459 per unit per week	Blue collar gross cost: \$0.925 per unit
White collar gross cost: \$1.179 per unit per week (if applicable)	White collar gross cost: \$0.740 per unit per week (if applicable)

### Fixed-dollar cover

Blue Collar gross cost (annual cost per \$1,000 sum insured) <sup>1</sup>			White Collar cost <sup>2</sup> (annual cost per \$1,000 sum insured) <sup>1</sup>		
Age Next Birthday	Death & TPD (\$)	Death Only (\$)	Age Next Birthday	Death & TPD (\$)	Death Only (\$)
Up to 30	0.707	0.469	Up to 30	0.560	0.413
31	0.738	0.498	31	0.590	0.441
32	0.781	0.526	32	0.619	0.456
33	0.781	0.526	33	0.634	0.469
34	0.781	0.526	34	0.635	0.469
35	0.929	0.612	35	0.738	0.541
36	0.988	0.669	36	0.796	0.584
37	1.062	0.712	37	0.855	0.626
38	1.150	0.769	38	0.929	0.682
39	1.267	0.839	39	1.002	0.740
40	1.386	0.925	40	1.105	0.825
41	1.548	1.039	41	1.238	0.910
42	1.740	1.167	42	1.400	1.025
43	1.960	1.310	43	1.562	1.153
44	2.196	1.480	44	1.769	1.310
45	2.476	1.664	45	1.976	1.466
46	2.801	1.879	46	2.241	1.664
47	3.198	2.135	47	2.550	1.892
48	3.612	2.419	48	2.889	2.135
49	4.143	2.774	49	3.302	2.448
50	4.717	3.159	50	3.774	2.789
51	5.424	3.628	51	4.334	3.215
52	6.250	4.184	52	4.997	3.699
53	7.193	4.809	53	5.750	4.254
54	8.210	5.492	54	6.574	4.866
55	9.582	6.417	55	7.665	5.677
56	10.850	7.257	56	8.682	6.417
57	12.236	8.181	57	9.788	7.242
58	14.019	9.391	58	11.218	8.296
59	15.965	10.686	59	12.781	9.448
60	17.969	12.024	60	14.372	10.643
61	19.163	12.821	61	15.331	11.340
62	22.111	14.798	62	17.689	13.090
63	23.954	16.036	63	19.163	14.186
64	26.135	17.487	64	20.903	15.467
65	28.745	19.238	65	22.996	17.018
66	31.620	21.158	66	25.296	18.725
67	34.789	23.278	67	27.830	20.589
68	38.268	25.612	68	30.616	22.653
69	42.100	28.158	69	33.683	24.914
70	46.316	30.975	70	37.059	27.404

<sup>1</sup> The above premium rates include any applicable Stamp Duty and GST. The Trustee receives an insurance administration fee of 8%. This fee is to cover the costs incurred by the Trustee in providing insurance to members. A tax refund of 7% of the gross insurance costs is credited to accounts and reduces the effective cost of insurance.

<sup>2</sup> You may be eligible for a white collar rate for your insurance if your Occupation is within the definition of White Collar/Professional. See page 38 for the definition.

## Increasing, reducing or cancelling cover

You can apply to increase your Death only or Death & TPD cover at any time by completing the *Insurance Application Form - Energy Industry* up to the maximum benefit limits (see page 10). However, if you apply to increase your cover it must be within the maximum allowable limits. Your increased cover will not commence until your application has been accepted by the Insurer. However, you will be provided with interim accident cover while your application is being assessed. For more information about Interim accident cover, refer to page 10.

**Please note:** *Your TPD cover can only be equal to or less than your Death cover.*

You can decline to acquire cover when joining the Fund or you can reduce or cancel your cover at any time by completing the *Application to reduce cover - Energy Industry* available at [brightersuper.com.au/forms](http://brightersuper.com.au/forms).

The reduction in or cancellation of your cover will take effect on the later of the date we receive your notification to reduce or cancel your cover or the date you specify it be reduced or cancelled.

However, if at a later date you want to reinstate or increase your cover, you will need to complete the *Insurance Application Form - Energy Industry*, and may need to undergo medical tests as required by the Insurer. Your application may be accepted by the Insurer on varied terms which may include premium loadings and/or exclusion of particular conditions, or may be deferred or declined for any reason. If any part of your application is accepted at varied terms, we will contact you to inform you of any altered terms and ask if you wish to proceed.

Where the Insurer accepts your application on varied terms you have 21 days from the date the Fund informs you to notify the Insurer or the Fund that you wish to accept these varied terms. Your reinstated or increased cover will commence from the date the Insurer accepted your application on varied terms. If you notify the Insurer or the Fund of your acceptance of the varied terms after the 21 day period but within 28 days of the date the Fund informs you, Cover will only commence from the date the Fund is notified of your acceptance of the varied terms.

**Please note:** *You may be required to have insurance cover under an enterprise bargaining agreement which is applicable to your workplace. You should investigate this with your employer prior to cancelling or reducing your cover. Your employer may also pay for the cost of your current default insurance cover.*

## Getting cover again

If you wish to recommence your cover after your cover has ceased for any reason you must submit an application for cover by completing the *Insurance Application Form - Energy Industry*, in which case your cover may be subject to underwriting and special conditions or exclusions. You will not need to make an application to recommence your cover if your cover is automatically reinstated.

If you recommence employment with an Energy Industry Employer who pays for the full cost of your default insurance cover, the default insurance cover may recommence even if you have cancelled or opted out of your default insurance cover previously.

### Recommencement of Cover after insufficient balance to pay premiums - Public Offer Division

If your cover ceased because the premium was unable to be deducted from your Brighter Super account, your cover may automatically recommence if:

- the first contribution paid to the same account after your cover ended is made no more than 120 days after the end of the month in which your cover ended;
- at all times, you were a member of the Fund; and
- you have not previously instructed the Insurer or the Fund to cancel your cover; and
- you are eligible for cover at the date cover recommences; and
- the date on which the contribution is received by the Fund, you have sufficient monies in your account to pay the premiums, including the first two premiums after reinstatement and any outstanding premium payable.

The recommended cover will have the same terms and conditions as the cover you had immediately before your cover ceased. If there are no restrictions before your cover ceased and you are not At Work on the date your cover recommences, your recommended cover will be Limited Cover which will be replaced with Standard Cover after you have been At Work for 30 consecutive days after your cover recommences.

### Reinstatement of Cover in your cover ceased due to no contributions or rollovers for 16 months

If you have lost your cover due to no contributions or rollovers into your Brighter Super account for 16 months or longer, and you have not made an election to the Fund to maintain your insurance cover, you can reinstate your cover by completing the *Insurance Cover Election Form - Energy Industry* and ensuring that the Fund receives this form within 30 days from the date your insurance cover ceased.

Your Cover will recommence from the date the cover was cancelled and will be subject to the same conditions (including any special conditions or exclusions) which applied to your cover immediately prior to it ceasing.

If you are not At Work on the date cover recommences, the recommended cover will be Limited Cover until you have been At Work for 30 consecutive days after the date cover recommences.

## Life Events Cover

You may apply for an increase in cover for one Specific Life Event in any 12 month period with a maximum of two accepted Life Event Applications during your membership in the Fund, subject to maximum benefit limits (see page 10) and meeting certain conditions. If the Insurer accepts your Life Events Application, the Insurer will advise you in writing of their acceptance. An application has to be received within:

- a. 90 days after the occurrence of the Specific Life Event; or
- b. 90 days after the date of the next annual member statement issued by the Fund and received by you following the occurrence of the Specific Life Event.

A Specific Life Event is any one of the following:

- you have been a member of the Fund for 10 years continuously;
- you or your spouse or your de facto partner gives birth to or adopts a child;
- you take out a new mortgage, or increase an existing mortgage (excluding re-draw and refinancing) by at least \$100,000 on your principle place of residence with an accredited mortgage provider;
- you get married or divorced; or
- the death of your spouse.

The evidence required to be submitted with your application is referenced in the table below.

If you are not At Work on the date you apply, any additional cover provided to you under your Life Events Application will be Limited Cover until you have been At Work for 30 consecutive days after the date the additional cover commences.

The amount of increase in cover available to you on the happening of a Specific Life Event is:

- if you hold fixed-dollar cover, 25% of your fixed-dollar cover up to a limit of \$250,000; or
- if you hold unit cover, two units.

The terms and conditions of your existing cover will apply to any additional cover accepted under your Life Events cover. Your increased cover will only commence from the date of the Insurer's written acceptance.

Your premium will be recalculated to reflect the increase in cover according to the current premium rates.

You can apply for Life Events cover by completing the *Life Events Application Form - Energy Industry*.

Specific Life Events	Evidence required
You have been a member of the Fund for 10 years continuously.	<ul style="list-style-type: none"> <li>• A completed Life Events Application.</li> <li>• A letter from the Fund confirming that you have been a member of the Fund for 10 years continuously.</li> </ul>
You or your spouse or de facto partner gives birth to or adopts a child.	<ul style="list-style-type: none"> <li>• A completed Life Events Application.</li> <li>• A copy of the Birth Certificate for the child or the adoption documentation.</li> </ul>
<p>You:</p> <ul style="list-style-type: none"> <li>• take out a new mortgage or</li> <li>• increase an existing mortgage (excluding re-draw and refinancing) by at least \$100,000, on your principal place of residence with an accredited mortgage provider(s).</li> </ul>	<ul style="list-style-type: none"> <li>• A completed Life Events Application.</li> <li>• Written documentation from your accredited mortgage provider(s) of: <ul style="list-style-type: none"> <li>✓ the amount and effective date of the mortgage where you take out the mortgage or</li> <li>✓ the amount of the mortgage immediately preceding the increase, the effective date of the increase and the current level of the increased mortgage, where you increase your mortgage, whether with an existing or different mortgage provider(s).</li> </ul> </li> </ul>
Marriage	<ul style="list-style-type: none"> <li>• A completed Life Events Application.</li> <li>• A copy of the Marriage Certificate in respect of a marriage recognition under the Marriage Act 1961</li> </ul>
Divorce	<ul style="list-style-type: none"> <li>• A completed Life Events Application.</li> <li>• A copy of the Divorce Certificate (decree nisi).</li> </ul>
Death of your spouse	<ul style="list-style-type: none"> <li>• A completed Life Events Application.</li> <li>• A copy of your spouse's Death Certificate and either: <ul style="list-style-type: none"> <li>✓ A copy of the Marriage Certificate in respect of a marriage recognition under the Marriage Act 1961; or</li> <li>✓ A statutory declaration attesting the existence of your relationship on a permanent and bona fide domestic basis, which has lasted at least 6 months, plus a supporting personal document.</li> </ul> </li> </ul>



## Transferring your cover from another super fund

If you are rolling over your super from another fund, where you also have Death only, or Death & TPD insurance cover, you may be able to transfer that cover (up to a maximum of \$1 million for Death and TPD cover) to your Brighter Super account. This means you can keep the same amount of cover (subject to the maximum benefit limits of \$5 million for Death cover and \$3 million for TPD cover).

You can apply to transfer Death only, or Death and TPD Cover held in other superannuation funds to your Brighter Super account if you:

- a. have not made, or are not entitled to make, a claim and are not eligible to be paid a benefit in relation to this external cover;
- b. do not have a premium loading attached to this external cover; and
- c. do not have this external cover provided through a self-managed superannuation fund or a non-superannuation policy.

Before the Fund can set up cover in this way, you will need to provide the Fund with written evidence from your previous fund of, the amount of cover provided including any restrictions, premium loadings or exclusions applied. In the event that your level of external cover is age-based and changes upon your birthday, you may be requested to provide a more up-to-date statement of insurance cover which shows your current level of cover, before the Insurer makes a decision to accept the transfer of your external cover.

This is to ensure that the amount of cover transferred in is correct and so you are not incorrectly charged premiums. Unless agreed otherwise, those same terms will continue to apply to the transferred portion of your insurance cover with the Fund.

Before applying to transfer cover, you should note that:

- if your application is accepted, your cover will commence on the date the Insurer accepts your application in writing;
- your current and transferred cover will be on the basis of fixed-dollar and the cost for this cover will be based on the age rates set out on page 8;
- you should not cancel the cover you hold in the other super fund until you receive confirmation that your application to transfer your cover has been accepted. If we accept your application and your cover is transferred, you must cancel your external cover; and
- once cover has been transferred to the Fund, if you wish to apply for further increases in cover you will need to complete the *Insurance Application Form - Energy Industry*.

If you wish to apply for the transfer of your cover from another super fund, please complete the *Insurance Transfer Form - Energy Industry* which is available at [brightersuper.com.au/forms](http://brightersuper.com.au/forms).

## Qualifying for a TPD benefit

### For a date of disablement on or after 1 July 2020

If your disablement occurred on or after 1 July 2020, the definition of TPD is made up of four parts:

- (a) Any Occupation if you were working on the day immediately prior to your event date and you were working at least 15 hours per week.
- (b) Any Occupation if you were working less than 15 hours per week prior to your event date.
- (c) Specific loss.
- (d) Normal Domestic Duties.

The full TPD definitions are set out on page 17. These TPD definitions all ensure that if you are eligible for a TPD insurance benefit you will also meet the permanent incapacity condition of release and will be able to withdraw your benefit, or you can start an income stream.

The parts of the definition that will apply to you will depend on the hours you worked in the six month period prior to you becoming disabled, are as follows:

If at the time of becoming TPD you are:	Parts <sup>1</sup>			
	A	B	C	D
Gainfully Working on the day immediately prior to the Event Date and Gainfully Working for an average of at least 15 hours per week in the 6 months immediately prior to the Event Date.	Yes	n/a	Yes	n/a
not Gainfully Working for an average of at least 15 hours per week in the 6 months immediately prior to the Event Date, not Gainfully Working on the day immediately prior to the Event Date, your Occupation is classified as Normal Domestic Duties or not employed.	n/a	Yes	Yes	Yes

<sup>1</sup> You may be declared TPD if you meet any of the four parts of the definition that applies to your circumstances.

#### **PART A: Any Occupation - TPD Definition 1**

You satisfy all of the following (a), (b), (c) and (d):

- a. were Gainfully Working on the day immediately prior to the Event Date;
- b. were Gainfully Working for an average of at least 15 hours per week in the 6 months (or the actual period of time you worked if less than 6 months) immediately prior to the Event Date;
- c. are Following the Advice of a Medical Practitioner in relation to your illness or injury for which you are claiming; and
- d. in the Insurer's opinion, after taking into consideration Other Factors, based on medical or other evidence satisfactory to the Insurer, solely because of injury or illness, you:
  - i. have not worked during the entire Waiting Period;
  - ii. as at the Date of Disablement are unlikely to ever work in any Gainful Employment for which you:
    - a. are reasonably suited by Previous Education, Training or Experience; or
    - b. may become reasonably suited due to Reasonable Retraining or Rehabilitation.

**OR**

#### **PART B: Any Occupation - TPD Definition 2**

You satisfy all of the following (a), (b) and (c):

- a. were not Gainfully Working:
  - i. on the day immediately prior to the Event Date; or
  - ii. for an average of at least 15 hours per week in the 6 months (or the actual period of time the Insured Member worked if less than 6 months) immediately prior to the Event Date;
- b. are Following the Advice of a Medical Practitioner in relation to your illness or injury for which you are claiming; and
- c. in the Insurer's opinion, after taking into consideration Other Factors, based on medical or other evidence satisfactory to the Insurer, solely because of injury or illness, you:
  - i. have not worked during the entire Waiting Period;
  - ii. as at the Date of Disablement are incapable of ever working in any Gainful Employment for which you:
    - a. are reasonably suited by Previous Education, Training or Experience; or
    - b. may become reasonably suited due to Reasonable Retraining or Rehabilitation.

**OR**

#### **PART C: Specific Loss - TPD Definition 3**

In the Insurer's opinion, after taking into consideration Other Factors, based on medical or other evidence satisfactory to the Insurer, solely because of injury or illness, you satisfy all of the following (a) and (b):

- a. suffer the total and permanent loss of the use of:
  - i. two limbs (where limb is defined as the whole hand or the whole foot); or
  - ii. the sight in both eyes; or
  - iii. one limb and the sight in one eye;which is certified by at least two medical practitioners (at least one of the Medical Practitioners is a Specialist Medical Practitioner, and one of which may be appointed by the Insurer); and
- b. as at the Date of Disablement, are unlikely to ever work in any Gainful Employment for which you:
  - i. are reasonably suited by Previous Education, Training or Experience; or
  - ii. may become reasonably suited due to Reasonable Retraining or Rehabilitation.

**OR**

#### **PART D: Normal Domestic Duties - TPD Definition 4**

In the Insurer's opinion, after taking into consideration Other Factors, based on medical or other evidence satisfactory to the Insurer, solely because of injury or illness, you:

- a. are Following the Advice of a Medical Practitioner in relation to your illness or injury for which you are claiming; and
- b. are unable to perform Normal Domestic Duties during the entire Waiting Period; and
- c. as at the Date of Disablement:
  - i. are incapable of ever performing any Normal Domestic Duties;
  - ii. are incapable of ever working in any Gainful Employment for which you:
    - a. are reasonably suited by Previous Education, Training or Experience; or
    - b. may become reasonably suited due to Reasonable Retraining or Rehabilitation.

### For disablement that occurred before 1 July 2020

If your disablement occurred before 1 July 2020 the TPD definition(s) that will apply are those stated in the insurance policy in place at the date of your disablement. If you are entitled to an insurance benefit under these TPD definitions this will be paid to your super account. You may also need to meet a condition of release, such as Permanent Incapacity, before your benefit can be paid to you. More information on conditions of release are available in the *Member Guide* available online at [brightersuper.com.au](http://brightersuper.com.au).

#### Amount of benefit

The TPD benefit is calculated as at the Event Date. The amount of the TPD benefit will be the level of cover that applies to you at this date.

The Event Date for a TPD benefit if you satisfy Part A, Part B or Part D (Any Occupation or Normal Domestic Duties) is the first day of the 183 day period you have not worked or have been unable to perform Normal Domestic Duties solely because of illness or injury. The Event Date if you satisfy Part C (Specific Loss) is the date on which you first satisfy the definitions. The amount of the TPD benefit will be the level of cover that you held at this date. See Event Date payment definition on page 34.

### Terminal Illness

If you have Death cover and are suffering from a Terminal Illness you may be eligible for a Terminal Illness insurance benefit.

You are eligible to claim for a Terminal Illness benefit if you suffer from an illness or injury where:

- two Medical Practitioners, including one Specialist Medical Practitioner that may be appointed by the Insurer, certify in writing (Written Certification) that you suffer from an illness or have incurred an injury that, despite reasonable medical treatment, is likely to result in your death within 24 months from the date of the Written Certification; and
- the Insurer is satisfied from medical or other evidence that you will, despite reasonable medical treatment, die from the illness or injury within 24 months from the date of the last Written Certification; and
- the certification period in each of the Written Certifications has not yet expired; and
- the Written Certification by both Medical Practitioners is dated during the period you are covered for Death Cover under the Policy.

Where you are paid or are entitled to a Terminal Illness benefit under the Policy your Death Cover benefit will be reduced (to a minimum of zero) by the amount paid or payable to you for your Terminal Illness.

#### Amount of benefit

The Terminal Illness benefit is calculated as at the date of the latest Written Certification by a Medical Practitioner which the Insurer accepts as evidence of Terminal Illness. The amount of the Terminal Illness benefit will be the level of cover that applies to you at this date. Your Death Cover must be in place as at the Incurred Date for you to be able to claim a Terminal Illness benefit under the Policy.

The maximum insurance benefit payable on being diagnosed with a Terminal Illness is \$3 million. If your death cover is higher than \$3 million, the benefit paid on your death will be reduced by the amount of the Terminal Illness benefit already paid.

To be eligible to access your money you must meet the condition of release for terminal medical conditions as outlined in the *Member Guide* available at [brightersuper.com.au](http://brightersuper.com.au).



## Overseas residence and travel

Death & TPD cover applies 24 hours a day, seven days a week, on a worldwide basis if you are an Australian Resident. See page 33 for the definition of Australian Resident.

Where you submit a claim whilst you are outside Australia, the Insurer may require you to return to Australia at your own expense for assessment of your claim (including having you assessed by one or more Medical Practitioners) before the Insurer progresses the assessment of the claim any further, unless the Insurer is satisfied you are unable to return to Australia for medical reasons.

## When your cover ends

Your Death & TPD cover will end on the earliest of:

- one month from the date the insurance premium is unable to be deducted from your account;
- 16 months from the date of the last contribution or rollover we receive for you, and you have not made an election to the Fund to maintain your cover;
- the date your Energy Industry Employer ceases paying your Death & TPD insurance premiums, where you have a Brighter Super account balance of less than \$6,000 (or you are under 25 years of age if you joined Brighter Super on or after 1 April 2020)<sup>1</sup>;
- the date you are no longer eligible for insurance cover, or are no longer a member of the Fund;
- the date you reach age 70;
- the date you die;
- the date you become entitled to a TPD Benefit (note, if you have a greater level of Death cover than TPD cover, your Death cover will reduce by the amount of the TPD paid);
- the date you are paid a Terminal Illness benefit that is equal to your Death cover (note, if you have a greater level of Death cover than Terminal Illness cover, your Death cover will reduce by the amount of the Terminal Illness paid);
- the date you commence Active Service with the armed forces of any country (except where you are a member of the Defence Force Reserve, and are not subject to a call out order);
- if you are a member of the Defence Force Reserve, the date you become subject to a call out order under the Defence Act 1903 (Cth);
- the later of the date your request to cancel your insurance cover is received by the Insurer, or the date you request your cover be cancelled;
- when cover for a member ceases under the insurance policy, because the insurance policy is cancelled;
- if you are not a Public Offer member, the date you commence unpaid leave that is not approved by your Energy Industry Employer prior to commencing leave (except for approved sick leave);

- the date the Insurer cancels or avoids your cover as permitted under law;
- If you are not an Australian Resident, the date you are no longer eligible to work in Australia; and
- the date Australia ceases to be your Permanent Place of Residence.

**Please note:** *If your employer ceases paying for your Death & TPD insurance premium and you have an account balance that is \$6,000 or more, (and are 25 years of age or older if you joined the Fund on or after 1 April 2020) but remain a member of the Fund, your Death & TPD cover continues until your cover ends under one of the above scenarios. The cost of this cover is deducted from your account. You can cancel or reduce your cover by contacting us. If you are no longer receiving contributions into your account and wish to maintain your insurance cover (past 16 months) you will need to make an election to maintain your cover by completing an Insurance Cover Election Form - Energy Industry available at [brightersuper.com.au/forms](http://brightersuper.com.au/forms)*

## Making a claim

You (or your representative) should notify us as soon as is reasonably practical if you think you may be eligible to make a claim. You should not leave this decision for too long. If your claim is submitted more than one year after the event giving rise to the claim, and the delay prejudices the Insurer's ability to assess the claim, it may cause the Insurer to decline or reduce the amount it will pay in respect of your claim.

If you make a claim, the Insurer and/or Trustee may conduct investigations to assess the value and validity of your claim. This may involve the use of investigation agents, legal advisers and the collection of personal data that the Insurer believes is relevant.

The Insurer will meet the cost of any medical examination or medical report that they request, other than the initial examination or reports required to make a claim. It is important to note that the Insurer will not meet the costs where you fail to attend a pre-arranged appointment.

If you have been off work for more than six months and you are unlikely to recover from your disability, or if you have been diagnosed with a terminal illness, you should discuss this with your Medical Practitioner, your employer and the Fund.

To find out more about making a claim, call us on **1800 444 396**.

<sup>1</sup> We may be able to continue your insurance cover if we receive an *Insurance Cover Election Form - Energy Industry* available at [brightersuper.com.au/forms](http://brightersuper.com.au/forms) from you within 120 days from the date your employer ceases paying for your Death & TPD insurance premium, in which case your cover will continue and the cost will be deducted from your account. If we do not receive an *Insurance Cover Election Form - Energy Industry* from you within 120 days from the date your employer ceases paying for your Death & TPD insurance premium, your cover will cease on the last day your employer pays for your Death & TPD insurance premium.

# Income Protection cover

Income Protection (IP) insurance offered through your account means that if you are unable to work temporarily because of a disability, you can still have a fortnightly income from the date of disability after your waiting period has expired. Cover is provided subject to meeting eligibility requirements of the insurance policy. The cover is split into two types:

- Standard Income Protection cover (104 weeks benefit); and
- Extended Income Protection cover (to age 65 benefit).

## Default cover (Standard IP)

If you are working for a Energy Industry Employer and are eligible for cover (subject to the conditions summarised on page 3) and you do not elect a level of unitised cover for Standard Income Protection, the level of cover you will receive by default will be based on your age as per the table below:

Age Next Birthday	Number of units	Maximum weekly gross insurance benefit <sup>1</sup>	Gross income needed per week	Gross cost per week - 14 days Waiting Period <sup>2</sup>
To age 21	5	\$577	\$721.25	\$8.41
22 - 31	10	\$1,154	\$1,442.50	\$16.82
32 - 61	15	\$1,731	\$2,163.75	\$25.23
62 - 70	10	\$1,154	\$1,442.50	\$16.82

<sup>1</sup> The maximum benefit payable will be the lesser of the benefit level for which you are insured and 80% of your Pre-disability Salary. A superannuation contribution benefit is also payable into your Brighter Super account equal to the lesser of 10% of your Pre-disability Salary or 10% of the benefit level for which you are insured.

<sup>2</sup> Cost is based on the 'Weekly Cost per Unit' set out in the table on page 21. The above premium rates include any applicable Stamp Duty and GST. The Trustee receives an insurance administration fee of 8% of the insurance premium. This fee is to cover the costs incurred by the Trustee in providing insurance to members. A tax refund of 7% of the gross insurance costs is credited to accounts and reduces the effective cost of insurance.

**Please note:** The cover levels shown above are gross of tax. Income Protection payments are subject to PAYG and end of year tax.

Members employed by the following Energy Industry Employer are not provided with default IP Cover, as cover is administered by your employer directly;

- ERM Power
- J&P Richardson
- Millmerran Operating Company
- NRG Gladstone Operating Services

## Optional/Additional Cover

You can apply for additional Standard IP or Extended IP cover up to the maximum benefit level of \$6,923.08 per week in total (including any superannuation contribution benefit). For any optional or additional cover you take out, cover will commence on the day the Insurer accepts your application.

If your application for optional/ additional cover is accepted by the Insurer, the Fund will notify you of the Insurer's acceptance and any special conditions (such as exclusions or premium loadings) associated with the cover.

Where special conditions apply, you will have to advise the Fund that you accept those special conditions. The Fund requires you to confirm your acceptance of any special conditions within 21 days of you being notified in writing, to enable your cover to commence from the date the Insurer accepted your application.

Where you provide your acceptance to the Fund after this 21 day period but within 28 days of the Fund's notification of the Insurer's special conditions, then your cover will not commence until the date you notify the Fund of your acceptance.

If you do not accept the special conditions or we do not hear from you within the prescribed 28 days, your optional/ additional cover will not take effect.

If you have joined the Fund through a Energy Industry Employer and you are still currently working with an Energy Industry Employer, you have the option to apply for optional/ additional Standard IP cover without providing evidence of your good health, up to a total of 30 units. This optional/additional cover will be Limited Cover and is subject to Pre-Existing Condition exclusion.

Public Offer Members may elect to obtain Public Offer Limited Cover (104 weeks benefit) within 60 days of the issue date of the Welcome Letter. Public Offer Limited Cover will be subject to exclusions. See page 27 for more details.

## Waiting period

You have the option to select a 14, 30, 60 or 90 days Waiting Period for Standard IP cover. If you do not make a choice, the default Waiting Period is 14 days, unless your Energy Industry Employer has nominated a longer Waiting Period. If your Energy Industry Employer has nominated this for you, this will be detailed in the *Corporate Plan Summary* applicable to you.

You can change your Waiting Period at any time by completing the *Insurance Application Form - Energy Industry*.

The Waiting Period for Extended IP is referred to under Extending The Payment Period Past 104 Weeks on page 23.

## Payment periods

Your Standard IP benefit payment period is generally up to 104 weeks and commences after your Waiting Period (14, 30, 60 or 90 days) has expired.

If you also select and pay for the option to extend your insurance cover to age 65 your benefit payments will generally continue until you reach age 65 (Extended IP cover). The maximum period that your IP benefits will be paid depends on your age.

### Maximum benefit period (if you have Standard IP cover)

Age Attained	Benefit Period
69 and under	104 weeks or until you turn 70, whichever happens first

### Maximum benefit period (if you have Extended IP cover)

Age Attained	Benefit Period
64 and under	To age 65

Payments may cease before the maximum benefit periods in certain circumstances. Please refer to the **Income Protection Payments** section on page 26 for more information.

## When your cover starts - Standard IP

When cover starts depends on what eligibility requirements you meet, refer to **The Insurance cover you get when you join the Fund** section on page 3 for details.

## The cost of cover

### Standard IP

The cost you pay for your IP insurance depends on the level of units you hold and the Waiting Period you choose.

Your insurance costs will generally continue to be deducted monthly from your account until you contact us to cancel it. However, there are exceptions - for details, please refer to the **When your cover ends** section on page 28.

Please note the premium rates shown are gross of tax and include stamp duty and GST. The Trustee receives an insurance administration fee of 8% of the insurance premium. This fee is to cover the costs incurred by the Trustee in providing insurance to members. A tax refund of 7% of the gross insurance costs is credited to accounts and reduces the effective cost of insurance. If applicable, the refund will be shown on your Annual Statement.

### Gross cost of cover for Standard IP (benefit period of 104 weeks)

The costs are as follows. Please note that the costs shown are subject to change.

Waiting Period	Weekly cost per unit
14	\$1.682
30	\$1.688
60	\$1.273
90	\$1.009

## Amount of Cover - Standard IP

The weekly benefit for Standard IP is the lesser of:

- 80% of your Pre-Disability Salary; and
- the level of cover you received automatically or applied for.

A superannuation contribution benefit is also payable into your Brighter Super account equal to the lesser of 10% of your Pre-Disability Salary or 10% of the benefit level for which you are insured.

The above is subject to an overall maximum benefit of \$6,923.08 per week and is inclusive of the 10% superannuation contribution benefit. If you have existing cover greater than \$6,923.08 per week prior to 1 July 2020, you are unable to increase your level of cover.

## How to calculate your cover

The value of each unit of IP cover is \$115.40 per week. You can choose the number of units you need.

The table below shows some examples of how much gross income is needed and the gross cost of cover for Standard IP.

**Please note:** The cover levels shown above are gross of tax. Income Protection payments are subject to PAYG and end of year tax.

Units	Maximum weekly gross insurance benefit <sup>1</sup>	Gross income needed per year	Gross cost per week - depending on Waiting Period <sup>2</sup>			
			14 days	30 days	60 days	90 days
1	\$115.40	\$7,501.00	\$1.69	\$1.69	\$1.28	\$1.01
5	\$577.00	\$37,505.00	\$8.41	\$8.44	\$6.37	\$5.05
9	\$1,038.60	\$67,509.00	\$15.14	\$15.20	\$11.46	\$9.09
10	\$1,154.00	\$75,010.00	\$16.82	\$16.88	\$12.73	\$10.09
15	\$1,731.00	\$112,515.00	\$25.23	\$25.32	\$19.10	\$15.14
20	\$2,308.00	\$150,020.00	\$33.64	\$33.76	\$25.46	\$20.18
25	\$2,885.00	\$187,525.00	\$42.05	\$42.20	\$31.83	\$25.23

<sup>1</sup> The maximum benefit payable will be the lesser of the benefit level for which you are insured and 80% of your Pre-disability Salary. A superannuation contribution benefit is also payable into your Brighter Super account equal to the lesser of 10% of your Pre-disability Salary or 10% of the benefit level for which you are insured.

<sup>2</sup> The above premium rates include any applicable Stamp Duty and GST. The Trustee receives an insurance administration fee of 8% of the insurance premium. This fee is to cover the costs incurred by the Trustee in providing insurance to members. A tax refund of 7% of the gross insurance costs is credited to accounts and reduces the effective cost of insurance.

### Example

Sam earns a gross income of \$80,000 p.a. excluding superannuation. This equates to \$1,538.46 weekly gross income (\$80,000/ 52 weeks).

#### HOW MANY UNITS SHOULD SAM GET?

= [Weekly gross income x 80%] / \$115.40 (1 unit)

= [\$1,538.46 x 80%] / \$115.40 = **10.67 units**

As Sam can only select whole units, Sam should get **11 units**, which equates to \$115.40 x 11 = **\$1,269.40** weekly gross benefit.

**Note:** Sam is only eligible to be paid up to 80% of his Salary.

If Sam were to claim on Standard IP, Sam will also receive a 10% superannuation contribution benefit.

## Extending the payment past 104 weeks

The Fund gives you the flexibility to apply for Extended Income Protection to provide a weekly benefit with a payment period up to age 65 (i.e. beyond 104 weeks). The waiting period for the Extended Income Protection benefit is two years plus your Standard IP waiting period. You can apply for a different number of units to your Standard IP cover.

Through your account, you are eligible to apply for the extended payment period providing you are a member of The Fund and are At Work.

You must also be:

- insured for Standard IP cover;
- under age 65;
- Gainfully Working;
- not employed on a casual or seasonal basis, nor are a Contractor;
- not an Excluded Member working an average of at least 14 hours or more per week; and
- an Australian Resident.

These conditions apply both now and at the time of claim.

The optional Extended IP benefit is subject to medical evidence and will need approval by the Insurer who can accept or decline the application for any reason.

The cost of extending your benefit period to age 65 depends on the level of cover you choose, your age and whether you are eligible for a White Collar/Professional discount.

### Additional gross cost of cover for a benefit payment period to age 65

The benefit levels and costs are as follows. Please note that the costs shown are subject to change.

Age Next Birthday	Gross cost (per unit, per week) <sup>1</sup>							
	Waiting Period							
	2 years & 14 days		2 years & 30 days		2 years & 60 days		2 years & 90 days	
	White Collar/ Professionals	All other Members	White Collar/ Professionals	All other Members	White Collar/ Professionals	All other Members	White Collar/ Professionals	All other Members
Up to 36	\$0.69	\$0.98	\$0.69	\$0.98	\$0.66	\$0.93	\$0.63	\$0.89
37 to 46	\$1.06	\$1.53	\$1.06	\$1.53	\$1.02	\$1.45	\$0.96	\$1.38
47 to 56	\$2.42	\$3.44	\$2.42	\$3.44	\$2.30	\$3.28	\$2.18	\$3.13
57 to 65	\$3.95	\$5.66	\$3.95	\$5.66	\$3.77	\$5.41	\$3.60	\$5.14

<sup>1</sup> The above premium rates include any applicable Stamp Duty and GST. The Trustee receives an insurance administration fee of 8% of the insurance premium. This fee is to cover the costs incurred by the Trustee in providing insurance to members. A tax refund of 7% of the gross insurance costs is credited to accounts and reduces the effective cost of insurance.

**Please note:** The cover levels shown above are gross of tax. Income Protection payments are subject to PAYG and end of year tax.



## Amount of cover - Extended IP

The weekly benefit for Extended IP cover to age 65 is the lesser of:

- The level of cover you applied for; or
- 80% of your Pre-disability Salary.

You will also receive the lesser of 10% of your Pre-disability Salary and 10% of the benefit level for which you are insured, as a superannuation contribution into your Brighter Super account.

The above is subject to an overall maximum benefit of \$6,923.08 per week and is inclusive of the 10% superannuation contribution benefit. If you have existing cover greater than \$6,923.08 per week prior to 1 July 2020, you are unable to increase your level of cover.

## Increasing, Reducing or Cancelling cover

You can apply to increase your Standard IP cover or Extended IP cover at any time. However, if you increase your cover it must be within the maximum amount of cover.

If you wish to change or reduce your level of IP cover please complete the *Insurance Application Form - Energy Industry* to increase cover or the *Application to Reduce Cover Form - Energy Industry* to reduce cover.

You can decline to accept, or cancel your IP cover (including default cover) at any time by completing the *Insurance Cancellation Form - Energy Industry*.

The reduction in or cancellation of your cover will take effect the date we receive your notification to reduce or cancel your cover or the date you specify it be reduced or cancelled, whichever is the later in time.

**Please note:** You may be required to have insurance cover under an enterprise bargaining agreement applicable to your work. You should investigate this with your employer before cancelling/reducing your cover. In some instances, your employer may provide us with information which we utilise to adjust IP benefit levels.

If you have a Brighter Super account, the Fund's representatives can give you personal advice about your IP cover over the phone at no additional cost to you. Simply call us on **1800 444 396**.

## Getting cover again

If you wish to recommence your cover after your cover has ceased for any reason you must submit an application for cover by completing the *Insurance Application Form - Energy Industry*, in which case your cover may be subject to underwriting and special conditions or exclusions. You will not need to make an application to recommence your cover if your cover is automatically reinstated.

If you recommence employment with an Energy Industry Employer who pays for the full cost of your default insurance cover, the default insurance cover may recommence even if you have cancelled or opted out of your default insurance cover previously.

## Recommencement of Cover after insufficient balance to pay premiums - Public Offer Division

If your cover ceased because the premium was unable to be deducted from your Brighter Super account, your cover may automatically recommence if:

- the first contribution paid to the same superannuation account after your cover ended is made no more than 120 days after the end of the month in which your cover ended;
- at all times, you were a member of the Fund;
- you have not previously instructed the Insurer or the Fund to cancel your cover;
- you are eligible for cover at the date cover recommences; and
- on the date on which the contribution is received by the Fund, you have sufficient monies in your account to pay the premiums, including the first two premiums after reinstatement and any outstanding premium payable.

The recommended cover will have the same terms and conditions as the cover you had immediately before your cover ceased. If there are no restrictions before your cover ceased and you are not At Work on the date your cover recommences, your recommended cover will be Limited Cover which will be replaced with Standard Cover after you have been At Work for 30 consecutive days after your cover recommences.

## Reinstatement of Cover if your cover ceased due to no contributions or rollovers for 16 months

If you have lost your cover due to no contributions or rollovers into your account for 16 months or longer, and you have not made an election to the Fund to maintain your insurance cover, you can reinstate your cover by completing the *Insurance Cover Election Form - Energy Industry* and ensuring that the Fund receives this form within 30 days from the date your insurance cover ceased.

If you are not At Work on the date cover recommences, the recommended cover will be Limited Cover until you have been At Work for 30 consecutive days after the date cover recommences.

## Transferring your cover from another super fund

If you are rolling over your super from another fund, where you also have IP cover, you may be able to transfer that cover (up to \$2,307.70 per week) to the Fund. This means you can keep the same level of cover (subject to it being less than the maximum level of cover of \$6,923.08 per week inclusive of the 10 % superannuation contribution benefit).

You can apply to transfer IP cover held in other superannuation funds to your Brighter Super account if you:

- a. have not made, or are not entitled to make, a claim and are not eligible to be paid a benefit in relation to this external cover;
- b. do not have a premium loading attached to this external cover; and
- c. do not have this external cover provided through a self-managed superannuation fund or a non-superannuation policy.

Before the Fund can set up cover in this way, you will need to provide the Fund with written evidence from your previous fund of the amount of cover provided including any restrictions, premium loadings or exclusions applied. In the event that your level of external cover is age-based and changes upon your birthday, you may be requested to provide a more up-to-date statement of insurance cover which shows your current level of cover, before the insurer makes a decision to accept the transfer of your external cover or not. This is to ensure that the amount of cover transferred in is correct and so you are not under or over charged premiums. Unless agreed otherwise, those same terms will continue to apply to the transferred portion of your insurance cover with the Fund.

If the waiting period of your external cover differs from the Fund's IP offering, the Fund's Insurer will apply the closest waiting period within the Fund's IP offering that is slightly higher than your external cover. For example, if your external cover has a waiting period of 21 days, your new waiting period with the Fund will be 30 days and this waiting period will apply to both your existing IP cover within the Fund and the IP cover that is transferred from another super fund.

Before applying to transfer cover, you should note that:

- if your application is accepted, your cover will commence on the date the Insurer accepts your application in writing;
- you should not cancel the cover you hold in the other super fund until you receive confirmation from us that your application to transfer your cover has been accepted. If we accept your application and your cover is transferred, you must cancel your external cover;
- once cover has been transferred to the Fund, if you wish to apply for further increases in cover you will need to complete the *Insurance Application Form - Energy Industry*; and
- If your external cover has a waiting period greater than 91 days or has a benefit period other than a benefit period available within the Fund, you will not be able to transfer this cover.

If you wish to take up this option, please complete the *Insurance Transfer Application - Energy Industry*, which can be found on the Brighter Super website at [brightersuper.com.au](http://brightersuper.com.au).

## Interim Accident Cover

While your application for additional/optional IP cover is being assessed, you will be provided with interim accident cover for the lesser of the amount of IP cover you applied for and the maximum benefit level of \$6,923.08 per week. The interim accident benefit is limited to a maximum benefit period of two years. Some conditions apply.

Where interim accident cover applies, a benefit will only be payable where you suffer a disability as a result of an Accident.

Interim accident cover starts from the date your application for IP cover is received by the Insurer.

Interim accident cover will expire on the earliest of the following:

- 90 days after the commencement of the interim accident cover;
- the date your application for insurance is accepted or declined;
- the date you cancel or withdraw your application for insurance; or
- the date you are no longer eligible for insurance cover with the Fund;
- the date you cease to be a member of the Fund;
- your cover otherwise ceasing for any reason, including cancellation of interim accident cover by the Insurer pursuant to their legal rights;
- if the insurer accepts your application subject to exclusions and/or other special conditions, the date you accept these exclusions and/ or other special conditions; or
- when cover for every member covered under the policy ceases under the group insurance policy because the insurance policy is terminated or cancelled.

## Qualifying for an Income Protection benefit

A benefit will become payable if:

- a. you are Totally Disabled or Partially Disabled;
- b. your cover has not ended as at the Date of Disablement;
- c. on the Date of Disablement, you were Gainfully Working or you had been Gainfully Working within the prior 6 consecutive months; and
- d. the Waiting Period has expired.

## Income Protection payments

If you qualify for an IP benefit, your payments will commence after your Waiting Period has expired. Payments will be made fortnightly in arrears and will stop:

- if you are no longer Totally Disabled or Partially Disabled;
- if you die; or
- at the expiry of the maximum benefit period (see the **Payment periods** section on page 21 for more information); or
- if you are residing or travelling outside of Australia whilst on claim, the expiry of 6 consecutive months after you depart Australia where you have remained outside Australia for the entire 6 consecutive months and a Disability Benefit has been paid or is payable for those 6 months. If you return to reside in Australia after the 6 consecutive months, the Insurer may at their discretion, where requested in writing, recommence payment of a Total Disability Benefit, subject to the Insurer's assessment of the evidence received by the Insurer, and provided your cover had not ceased on the date you left Australia; or
- if you reach the age of 70 and you have Standard IP Cover or you reach the age of 65 and you have Extended IP cover.

## Exclusions - All members

Benefits are not payable under your Standard IP cover with a benefit period of up to 104 weeks or your Extended IP cover with a benefit period to age 65 where the disability arises:

- directly or indirectly from your involvement in War and the claim occurs during your most recent involvement in War or within five years after the end of your most recent involvement in War;
- directly or indirectly from pregnancy or childbirth. However benefits will be payable if you continue to be Totally or Partially Disabled after 90 days from the date the pregnancy ended and your Waiting Period has expired;
- directly or indirectly, wholly or partially, as a result of a Deliberate Self-inflicted Act;
- in respect to any special conditions or exclusions advised to you as a result of an application for insurance; or
- from you being the subject of a custodial sentence as a result of being convicted for a criminal offence.

Benefits are also not payable under Extended IP cover unless you are:

- insured for Standard IP Cover;
- Gainfully Working, and working an average of at least 14 hours or more per week,
- not employed on a casual or seasonal basis, nor a Contractor;
- not an Excluded Member;
- an Australian Resident; as the Date of Disablement.

Benefits will not be payable under Limited Cover (including Public Offer Limited Cover) where your Total Disability or Partial Disability arises either directly or indirectly, wholly or partially, from a Pre-Existing Condition.

## Additional exclusions for Public Offer Members

If you have Public Offer Limited Cover, benefits will not be payable where the Total Disability or Partial Disability is caused wholly or partly, directly or indirectly, by a Pre-Existing Condition that occurred within 2 years of your cover commencing.

### Public Offer Member who commences work with a Energy Industry Employer

If you are a Public Offer member who subsequently becomes Employed with a Energy Industry Employer, the amount of your cover will be equal to the greater of:

- the amount that you held as a Public Offer Member immediately before being employed by a Energy Industry Employer; and
- the Default Cover amount available through your Energy Industry Employer

If you hold Public Offer Limited Cover and it is less than or equal to the Default Cover amount available through your Energy Industry Employer, your Public Offer Limited Cover will be converted to Default Cover from the later of:

- the date you commence work for your Energy Industry Employer; and
- the start date of the period relating to the first Employer Contribution paid to your account.

Where your Default Cover is greater than your Public Offer Limited Cover, the amount in excess of the Public Offer Limited Cover will be Limited Cover unless:

- the first Employer Contribution paid to your account relates to the first 120 days of work with your Energy Industry Employer;
- this Employer Contribution is received by the Fund within 120 days after the Superannuation Guarantee Deadline that applies to the first day you worked with your Energy Industry Employer; and
- you are At Work on the day your Default Cover commences.

Limited Cover will apply until you have been At Work for 30 consecutive days after your Default Cover commences.

The Waiting Period for any Standard IP Cover held prior to the conversion will remain the same.

Any Extended IP Cover held by you will continue.

If your Public Offer Limited Cover is greater than the Default Cover amount through your Energy Industry Employer, the Public Offer Limited Cover amount in excess of the Default Cover amount will continue to be subject to the previous exclusions.

## Partial Disability Benefit

If, after a period of Total Disability, you return to work on partial or restricted duties and earn less than your Pre-disability Salary, you may still be able to access benefits and your Partial Disability benefit will be calculated as follows:

$$(A-B) \times C$$

A

Where, with respect to the month that the Partial Disability benefit is payable:

- a. (a) A is your Pre-Disability Salary;
- b. (b) B is the greater of:
  - i. the weekly value of the Salary that you are earning (we may request further evidence to verify this amount); and
  - ii. the weekly income which in the Insurer's opinion, you are capable of earning (this amount is calculated based on (d) below);during the week that you become entitled to a Partial Disability benefit;
- c. C means the Weekly Benefit which would be payable if you were suffering Total Disability;
- d. with respect to B, the amount of weekly income referred to in (b)(ii) above, will be calculated by the Insurer based on:
  - i. medical evidence, which will include the opinion of a Medical Practitioner, including your treating Medical Practitioner, who may certify you as fit to return to work at some capacity;
  - ii. a weekly amount which in the Insurer's opinion, you, or a reasonable person in your position, could reasonably be expected to earn;
  - iii. any other information which the Insurer reasonably considers relevant; and
- e. B must be less than the amount of A. If B is negative in a week, B will be treated as zero.

## Recurrent Disability

If you suffer a recurrence of Total Disability or Partial Disability from the same or related cause or causes within six months from the date you last received a Disability Benefit payment from the Insurer, the subsequent period of Total Disability or Partial Disability (as applicable) will be deemed a continuation of the prior disability and will therefore count towards the Benefit Period. A new Waiting Period will not apply.

If the recurrence occurs after the expiration of 6 months since the date a Disability Benefit was paid to you, it will be considered as a separate injury or illness and a new Waiting Period and Benefit Period will apply.

## Returning to Work during Waiting Period

If you return to work:

- a. once during the Waiting Period, performing your usual duties and hours, for any period which is seven consecutive days or less, the Waiting Period will not recommence but those days of work will be added to the remaining Waiting Period;
- b. during the Waiting Period on more than one occasion, or you return to work for a longer period than set out in part (a) above, the Waiting Period recommences.

See the Waiting Period definition on page 38 for more information.

## If you are on unpaid leave

If you are not a Public Offer Member, your cover will continue for up to 24 months if you are on employer approved leave before the leave start date.

## Overseas residence and travel

If you reside or travel outside Australia whilst on claim, your Total Disability Benefit or Partial Disability Benefit will stop at the expiry of 6 consecutive months after you depart Australia where you have remained outside Australia for the entire 6 consecutive months and a Disability Benefit has been paid or is payable for those 6 months.

You may request recommencement of your benefits if you return to Australia after the 6 consecutive months, provided that your cover had not ceased on the date you departed Australia and you have provided satisfactory evidence for assessment of any further payment. Any recommencement will be at the insurer's discretion.

Where you submit a claim whilst you are outside Australia, our Insurer may require you to return to Australia at your own expense for assessment of your claim (including having you assessed by one or more Medical Practitioners) before the Insurer progresses the assessment of the claim any further, unless the Insurer is satisfied you are unable to return to Australia for medical reasons.

## When your cover ends

Your Brighter Super IP cover will end on the earliest of:

- the date the group insurance policy terminates for all Fund Members holding insurance;
- the date you reach age 70 for Standard IP cover (except Defined Benefit members);
- the date you reach age 65 for Standard IP cover for Defined Benefit Fund Members;
- the date you reach age 65 for Extended IP cover;
- 1 month from the date we are unable to deduct the insurance premium from your account due to insufficient balance;
- the date you cease to be a Fund Member;
- if you enter Active Service with the armed forces of any country, the date you entered Active Service (except if you are a member of the Defence Force Reserve and are not subject to a call out order);

- if you are a member of the Defence Force Reserve, the date you are subject to a call out order under Defence Act 1903 (Cth);
- the date you die;
- for non Public Offer members, after you have been on Unpaid Leave for 24 months where that leave was approved by your employer prior to commencing that leave;
- for non Public Offer members, the date you commence unpaid leave that has not been approved by your employer;
- 16 months from the date of the last contribution or rollover we receive for you, and you have not made a written election to the Fund to maintain your cover;
- the date your employer ceases paying your IP insurance premiums, where you have an account balance of less than \$6,000 (or you are under 25 years of age if you joined Brighter Super on or after 1 April 2020)\*;
- the date the Insurer cancels or avoids the cover as permitted by law;
- the later of the date we receive your request to cancel your cover and the date specified in a request to cancel your cover;
- in respect of Extended IP cover, the later of the date we receive your request to cancel either your Standard IP cover or Extended IP cover and the date specified in a request to cancel either your Standard IP or Extended IP cover;
- if you are not an Australian Resident, the date you cease to be eligible to work in Australia; and
- when Australia ceases to be your primary place of residence.

The cost of your IP cover will generally continue to be deducted monthly from your account until you contact us to cancel it. If you are employed and no longer receiving contributions into your account and wish to maintain your insurance cover you will need to make an election to maintain your cover by completing an *Insurance Cover Election Form - Energy Industry*, available at [brightersuper.com.au/forms](https://brightersuper.com.au/forms). If you wish to cancel your cover please call us on **1800 444 396** or complete the *Insurance Cancellation Form - Energy Industry*.

\* We may be able to continue your insurance cover if we receive the *Insurance Cover Election Form - Energy Industry*, available at [brightersuper.com.au/forms](https://brightersuper.com.au/forms) from you within 120 days from the date your employer ceases paying for your IP insurance premium, in which case your cover will continue and the cost will be deducted from your account. If we do not receive the form from you within 120 days from the date your employer ceases paying for your IP insurance premium, your cover will cease on the last day your employer pays for your IP insurance premium.



## Making a claim

To make a claim, you will be required to complete a claim form and submit the claim form along with all supporting evidence to Brighter Super's Insurer. The claim form contains three sections, one to be completed by you, one by your employer and another by your treating Medical Practitioner.

To avoid delays, you can submit your claim before the Waiting Period is complete. However, payments will only be calculated from the end of your Waiting Period and paid fortnightly in arrears.

You must notify the Fund as soon as it is reasonably possible for any event entitling you to a benefit including the diagnosis of you having an injury or illness that may result in an insurance claim being made.

You may be required to be examined by an independent Medical Practitioner of the Insurer's choice.

## What happens while on claim?

Where your claim submission has been accepted and the Waiting Period has ceased, benefits will commence fortnightly in arrears. As such, you should expect your first payment to be processed two weeks after your Waiting Period ends.

Progress reports and other medical certification will be required during the benefit period to ensure you are under the regular care of a Medical Practitioner. The Insurer will assess whether you are undergoing appropriate medical treatment and are compliant with the treatment prescribed. Medical certification of the disability will be required to support ongoing disability benefits.

You will be advised when your benefit payment ceases. This can either be after one or more of the following occurs:

- the benefit period reaches 104 weeks (unless you have Extended IP cover); or
- you reach the maximum age limit; or
- you no longer meet the definition of either Total Disability or Partial Disability.

You should notify us as soon as you become aware that you are due to return to work either on partial or full duties. Benefits will be adjusted to reflect the change to your earnings. This will also avoid any overpayment.

The Fund or the Insurer may require at any time during a period of disability that you be examined by an independent Medical Practitioner of their choosing. The costs associated with the examination will be met by the Insurer or the Fund, however, if you fail to attend the examination for any reason then you will be required to pay any costs incurred. Failure to attend this Medical Examination may result in suspension or cessation of benefits.

## When your income protection benefit will be reduced

Your benefit will be reduced if you receive:

- payments from any other disability income, illness or injury policies, including group insurance policies or an income protection or salary continuance benefit paid from a superannuation fund.
- sick leave payments from an employer whilst on claim; or
- payments from any compulsory insurance schemes such as Workers' Compensation or Accident Compensation or similar legislation or common law for loss of income but not including Centrelink or its successors.

Your benefit will not be reduced if you receive:

- total and permanent disability benefits, trauma benefits or terminal illness benefits; or
- payment for sums awarded by a court for pain and suffering.

You must disclose all payments or benefits before, during or after you receive an IP benefit.

Where a benefit of any of those kinds (offset benefit) is received in the form of a lump sum, the Insurer will convert the relevant portion of the payment to an equivalent weekly amount by dividing the total amount of lump sum payment:

- a. for Standard IP Cover, by 104; and
- b. for Extended IP Cover, by the lesser of:
  - i. the number of weeks in the Benefit Period; and
  - ii. 260.

The Insurer will pay you the difference between the income from other sources and your insured amount.

If you receive an offset benefit, after a benefit for the same period has been paid by the Insurer, then the Insurer is entitled to a full repayment of the difference between what they paid and the recalculated benefit amount.

## Death payment while in receipt of benefits

If you die while you are receiving a Disability Benefit, you will be paid a benefit equal to thirteen times the Disability Benefit amount paid to you in the week immediately preceding the week of your death.

If you are eligible for a Disability Benefit but you die after the end of your Waiting Period and before benefit payments commence. As long as you have notified the Insurer of your intention to claim before your death, we will pay you a Death Benefit equal to thirteen times the Weekly Benefit that is calculated.

## Indexation of benefits whilst on claim

If you have been paid a benefit for a continuous 12 month period, the amount of the benefit payable will be increased by the lesser of 5% or the annual percentage increase in CPI, subject to the maximum benefit limit.

This will apply to all benefit payments after the first 12 months of continuous benefit payments.

We will not reduce the Benefit if the percentage change in the CPI is negative.

# Other insurance information

## Insurance claims

If you (or your potential beneficiaries) wish to make a claim for any insured benefit provided by the Fund, you (or your potential beneficiaries) need to contact the Fund. Please see contact details on the back page. If you make a claim, the Trustee may conduct investigations to assess the value and validity of your claim. This may involve the use of investigation agents, legal advisers and the collection of personal data that is believed to be relevant.

Zurich Australia Limited (Zurich) is the current Insurer in respect of Brighter Super - Energy Industry's group insurance arrangements.

## The duty to take reasonable care

**When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer. To meet this duty, you must also take reasonable care not to make such a misrepresentation.**

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 duty

Not meeting your legal duty 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.

Please note that there may be circumstances where the Insurer we later investigates whether the information given to them was true. For example, they may do this when a claim is made.

### About this application

When you apply for life insurance, the Insurer conducts a process called underwriting. It's how the Insurer decides whether they can provide cover, and if so on what terms and at what cost.

The Insurer will ask questions they need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to them in response to their questions is vital to their decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, we may pass on to the Insurer personal information you provide to us. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to us.

## Guidance for answering our questions

You are responsible for the information you provide to the Insurer. When answering their questions, you should:

- think carefully about each question before answering. If you are unsure of the meaning of any question, please ask the Insurer before you respond
- answer every question
- answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it. Please don't assume the Insurer will ask others such as your doctor.
- review your application carefully. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections).

## Changes before your cover starts

Before your cover starts, please tell the Insurer about any changes that mean you would now answer their questions differently. It could save time if you let the Insurer know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

## Notifying the insurer

If, after the cover starts, you think you may not have met your duty, please tell the Insurer immediately and they will let you know whether it has any impact on the cover.

## Telephone contact

After you submit your application, the Insurer may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the Insurer before the contract of insurance is entered into also applies during any phone contact with the Insurer.

## If you need help

It's important that you understand this information and the questions the Insurer asks. Ask us for help if you have difficulty answering their questions or understanding the application process.

If you're having difficulty due to a disability, understanding English or for any other reason, we're here to help and can provide additional support for anyone who might need it. You can have a support person you trust with you.

### What can we do if the duty is not met?

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put us in the position we would have been in if the duty had been met. For example, we may do one of the following:

- avoid the cover (treat it as if it never existed)
- vary the amount of the cover
- vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including all of the following:

- whether you took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific our questions were and how clear the information we provided on the duty was
- what we would have done if the duty had been met – for example, whether we would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent
- in some cases, how long it has been since the cover started.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

# Definitions

**Accident** means a fortuitous, external event which was unexpected and unintended causing you injury or death.

The following situations are not accidents, and any claims arising from these situations are excluded:

- a. one of the contributing causes of injury and death was any of the following conditions:
  - i. sickness or illness;
  - ii. disease;
  - iii. allergy;
  - iv. any gradual onset of a physical or mental infirmity;
  - v. pre-existing condition.
- b. the injury or death, which was unintended and unexpected, was the result of a Deliberate Self-Inflicted Act or an intentional act or omission.
- c. you were injured or died as a result of an activity in respect of which you assumed the risk or courted disaster, irrespective of whether you intended injury or death.

**Active Service** means your occupation as part of a military force (including without limitation the Defence Force Reserve, the army, the navy, the air force or the like). Reserve duty is excluded.

**At Work** means you are Gainfully Working and:

- a. are:
  - i. in the Insurer's opinion, actively performing all the duties of your occupation, free from any limitation due to illness or injury and not on leave; or
  - ii. on Employer Approved Leave, or self-employed and on leave, taken for reasons unrelated to injury or illness, and in the Insurer's opinion, capable of actively performing all the duties of your occupation (being the occupation performed by you when you last worked), free from any limitation due to illness or injury, and
- b. are capable of performing all the duties of your occupation on a Full-time basis (even if not working Full-time); and
- c. not in receipt of, 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 of any kind).

**Australian Resident** means an Australian citizen, a New Zealand citizen or an Australian Permanent Resident within the meaning of the Migration Act 1958 (Cth) and Migration Regulations 1994 (Cth).

**Benefit** means an amount which you are entitled to be paid in respect of your Cover under this Policy.

**Claiming Member (in relation to Death and TPD cover only)** means a person who:

- had a claim admitted;
- is eligible to receive a benefit;
- is in a waiting period for a benefit; or
- is in the process of claiming a benefit;

for Terminal Illness or total and permanent disablement from the Fund under the Policy or under any other policy issued to the Fund by any insurer, or from another superannuation fund or life insurance policy on or before the Default Cover Commencement Date.

Please note that a person who:

- had a claim admitted;
- is eligible to receive a benefit;
- is in a waiting period for a benefit; or
- is in the process of claiming a benefit;

for Total and Permanent Disablement from the Fund or under any other policy issued to the Fund by any insurer, or from another superannuation fund or life insurance policy on or before the Default Cover Commencement Date may be eligible for Death Only cover.

**Claiming Member (in relation to IP cover only)** means a person who:

- had a claim admitted;
- is eligible to receive a benefit;
- is in a waiting period for a benefit; or
- is in the process of claiming a benefit;

for Terminal Illness, Total and Permanent Disablement, Total Disablement or Partial Disablement from the Fund or under any other policy issued to the Fund by any insurer, or from another superannuation fund or life insurance policy.

A Member or person who has received a Total Disablement or Partial Disablement claim but is no longer receiving benefit payments, whether those benefits or payments are from the Fund or under any other policy issued to the Fund by any insurer, or from another superannuation fund or life insurance policy, is not a Claiming Member.

**Contractor** means a person providing services to an employer under a contract for services, having superannuation contributions paid in respect of them.

**CPI** means the Australian CPI used by the Insurer.

**Date of Disablement** (in relation to Death and TPD cover only) means:

- for TPD Definition 3 (refer page 17), the first day that all of the elements of the definition are satisfied; or
- for TPD Definitions 1, 2 and 4 (refer page 17), the first day after the expiry of the Waiting Period.



**Date of Disablement** (in relation to IP cover only) means the later of:

- a. the date a Medical Practitioner certifies, as the date that you have no capacity to perform one or more duties of your Usual Occupation necessary to produce income, which cannot be before the date the Medical Practitioner is consulted; and
- b. the date you cease working in your Usual Occupation.

**Default Cover** means the cover you receive when you join the Fund (and meet eligibility requirements) that is not subject to underwriting (medical assessment) by the Insurer.

**Default Cover Commencement Date** means

If your Energy Industry Employer pays full cost of your Default Cover, means the later of the following dates:

- The date you commence work for your most recent employer;
- The start date of the period relating to the first Employer Contribution paid to your account; and
- The date your membership in the Fund begins.

If your Energy Industry Employer does not pay the full cost of your Default Cover, means the earlier of:

- the date your election to opt in for Default Cover is received by the Fund;
- or
- the date you have satisfied the following requirements:
    - You are at least 25 years of age; and
    - You have a balance equal to or greater than \$6,000 in your account in the Fund.

**Defence Force Reserve** means the Australian army, naval or air force reserves.

**Deliberate Self-Inflicted Act** means a deliberate self-inflicted act made by you, including but not limited to attempted suicide or suicide, whether or not you are sane at the time.

**Disability Benefit** means the Total Disability Benefit or Partial Disability Benefit as the context requires.

**Employee** means a natural person engaged under a contract of employment or as a Contractor.

**Employer** means a person or entity who is making employer contributions to the Fund for the Employee.

**Employer Application Form** means the Employer Application Form made available by the Trustee and as amended from time to time.

**Employer Contribution/s** means:

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

**Employment** means Gainful Employment with an Employer.

**Energy Industry Employer** means

- i. an ES Employer as defined in the Trust Deed; or
- ii. a Participating Employer (as defined in the Trust Deed) in the Energy Industry<sup>^</sup>; or
- iii. an Employer who has completed an Employer Application Form either via paper or electronically, which has been accepted by the Trustee after 1 July 2023.

**Energy Industry** means any industries and activities associated with the generation, distribution and supply of electricity and gas.

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

- a. for TPD Definition 1 and 2, the first day of the Waiting Period during which you, in the Insurer's opinion, solely because of injury or illness, have not worked;
- b. for TPD Definition 3, the date you suffer the total and permanent loss of the use of two limbs (where limb is defined as the whole hand or the whole foot), the sight in both eyes, or the sight in one eye and the use of one limb;
- c. for TPD Definition 4, the first day of the Waiting Period during which you, in the Insurer's opinion, solely because of injury or illness, are unable to perform Normal Domestic Duties.

**Excluded Member** means, with respect to voluntary cover only, a member who is ineligible for voluntary cover because he or she does not work in an occupation for which Voluntary cover is available under this Policy.

**Following The Advice of A Medical Practitioner** means you are under the regular care and following the regular advice of your treating Medical Practitioner on an ongoing basis, including following all recommended courses of treatment and rehabilitation.

**Full-time** means a person is working at least 30 hours per week.

**Gainful Employment (in relation to IP cover only)** means any occupation or work for reward or financial benefit, or the hope of reward or financial benefit, whether Full-time or Part-time.

**Gainful Employment (in relation to Death & TPD only)** means any occupation or work for reward or financial benefit, or the hope of reward or financial benefit, whether on a permanent or temporary basis, and whether or not of a lesser grade, status or level of remuneration or for lesser hours than your occupation(s) or work.

**Gainfully Working (in relation to Death & TPD only)** means you are:

- a. employed or self-employed for reward or financial benefit, or the hope of reward or financial benefit, in any business, trade, profession, vocation, calling, occupation or employment; or
- b. on leave approved by your employer prior to commencing that leave.

**Gainfully Working (in relation to IP cover only)** means you are:

- a. an Employee engaged in Gainful Employment; or
- b. self-employed in an occupation or work for reward or financial benefit, or the hope of reward or financial benefit, whether Full-time or Part-time.

**Home** means your principal place of residence.

**Incurred Date** means, in respect of a claim for the:

- Death Benefit, the date of death of an Insured Member;
- Terminal Illness Benefit, the date of the latest Written Certification by a Medical Practitioner which we accept as evidence of Terminal Illness; or
- TPD Benefit, the Event Date.

**Insurer** means Zurich Australia Limited (Zurich) (ABN 92 000 010 195) (AFSL AFSL 232510) or any replacement insurer with whom the Trustee arranges Death & TPD, Standard IP cover and Extended IP cover offered through Brighter Super - Energy Industry products.

**Life Events Application** means the application form that must be satisfactorily completed by you (with supporting documentary evidence), when you apply for additional Cover following the occurrence of a Specific Life Event (as defined on page 13).

**Limited Cover** means you will only be covered for Death, Terminal Illness, Total and Permanent Disablement (TPD cover) or Total Disability or Partial Disability (IP cover) (as applicable) which does not arise either directly or indirectly, wholly or partially, from a Pre-Existing Condition.

**Maximum Medical Improvement** means you must be at a stage where you are not expected to attain any further improvement or recovery from an illness or injury from which you are suffering and which is the cause of the claim such that you would no longer be considered to be Totally and Permanently Disabled. This is considered to occur when your condition is well stabilised and is unlikely to change substantially, with or without medical treatment.

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

**Medical Practitioner** means a medical practitioner who is medically qualified and properly registered in Australia, and not related, or connected by personal relationship, to you. If practising overseas, and not registered as a medical practitioner in Australia, it means the person is approved by the Insurer and has qualifications equivalent to Australian standards. Chiropractors, physiotherapists, psychologists, optometrists and alternative therapy providers are not regarded as Medical Practitioners.

**Normal Domestic Duties** means the tasks performed by you whose sole occupation is to maintain your family Home. These tasks are:

- cleaning of the Home;
- cooking of meals for the family;

- doing your family's laundry;
- shopping for your family's food; and
- taking care of dependent children (where applicable).

Normal Domestic Duties do not include duties performed outside your Home for salary, reward or profit.

**Optional/Additional Cover** means insurance cover you can choose to apply for if no automatic/default cover is received or in addition to any automatic/default cover received when you joined the Fund.

**Other Factors** means In determining if you satisfy TPD Definitions 1 - 4, the Insurer may have regard to all relevant information available to the Insurer. This includes, but shall not be limited to:

- information relevant to your future capability to return to work;
- the entirety of your previous gainful or non-gainful work, your past education, training or experience, and your transferrable skills, irrespective of the date that the work, skill, training, education and/or the experience was undertaken or obtained;
- any rehabilitation, training, retraining, or re-skilling that has been undertaken, or could reasonably be expected to be undertaken by you, based on your Previous Education, Training or Experience.

The Insurer will not take into account an your previous status, level of seniority, or any other non-medical factors.

You will be required to demonstrate to the Insurer:

- for TPD Definitions 1, 2 and 4, you have not worked for the duration of the Waiting Period;
- for TPD Definition 1 and 3, you are unlikely to ever work in any Gainful Employment in accordance with the requirements set out in the relevant definition;
- for TPD Definition 2 and 4, you are incapable of returning to Gainful Employment in accordance with the requirements set out in the relevant definition; and
- for TPD Definitions 1, 2, 3 and 4:
  - you regularly attend and have followed the ongoing and appropriate care and treatment of a Registered Medical Practitioner or Specialist Medical Practitioner as the Insurer requires; and
  - you have gained Maximum Medical Improvement.

**Part-time** means a person is working less than 30 hours per week.

**Partial Disability/Partially Disabled/Partial Disablement (in relation to IP cover only)** means solely as a result of injury or illness, you are:

- a. unable to perform one or more of the duties necessary to produce income from your Usual Occupation;
- b. working (or capable of working) in their Usual Occupation or another occupation in a reduced capacity or reduced hours, and has weekly Salary less than their Pre-Disability Salary; and
- c. you are Following the Advice of a Medical Practitioner in the relation to your illness or injury for which you are claiming.

**Permanent Place of Residence** means the country in which you:

- reside permanently;
- remains domiciled even after you have departed the country; and
- have not displayed intention to leave permanently.

**Pre-Disability Salary** means

- a. the greater of:
  - i. the annual base salary last agreed between you and your employer at the time of Total Disablement divided by 52; or
  - ii. the average weekly value of Salary you received from your Usual Occupation over the 52 week period preceding the Date of Disablement or the actual period of time you worked if less than 52 weeks.
- b. if as at the day immediately before the Date of Disablement you have been on unpaid leave approved by your employer for a period of 13 months or less, Pre-Disability Salary means the average weekly value of Salary you received from your Usual Occupation over the 52 week' period immediately prior to the commencement of the unpaid leave approved by your Employer.
- c. if you are unemployed at the Date of Disablement, but have been unemployed for less than 6 months, Pre-Disability Salary means the average weekly value of Salary you received over the 52 week period preceding the Date of Disablement, calculated by the Insurer based on the satisfactory evidence available to them at the relevant time. To avoid doubt, for the purposes of applying the minimum averaging period of 52 weeks, where you have worked less than 52 weeks prior to the Date of Disablement, the Salary you received for any full-week not worked will be zero.

**Pre-existing Condition (in relation to Death & TPD only)** means an injury, illness, condition or related symptom, whether it was diagnosed by a Medical Practitioner or not, which in the Insurer's opinion:

- you (or a reasonable person in your position) was aware of, or should have been aware of;
- you had, or were intending to have, a Medical Consultation; or
- a reasonable person in your circumstances would have had a Medical Consultation

As at or prior to the date cover commenced, recommenced or increased cover.

**Pre-existing Condition (in relation to IP cover only)**

means an injury, illness, condition or related symptom, whether it was diagnosed by a Medical Practitioner or not, which in the Insurer's opinion:

- a. you (or a reasonable person in your position) were aware of, or should have been aware of;
- b. you had, or were intending to have, a medical consultation for; or
- c. a reasonable person in your circumstances would have had a medical consultation for,

as at or prior to the date cover commenced, recommenced or increased (with respect to the increased cover only).

However, if you are not a Public Offer Member, a Pre-Existing Condition does not include any injury, illness, condition or related symptom for which you have, on advice from a Medical Practitioner, reasonably ceased all treatment or medical advice for at least six consecutive months prior to becoming Totally or Partially Disabled.

**Previous Education, Training or Experience (in relation to TPD only)** means any education, training or experience the person has undertaken prior to the Event Date.

**Public Offer member** means a member who has not joined the Fund through an Energy Industry Employer.

**Public Offer Limited Cover (in relation to Death & TPD only)** means the cover Public Offer Members receive without underwriting. Cover is subject to exclusions on Pre-existing condition and Deliberate Self-Inflicted Act within 2 years of the date cover commences or increases.

**Public Offer Limited Cover (in relation to Standard IP only)** means the cover Public Offer Members receive without underwriting. Cover is subject to exclusions on Pre-existing condition within 2 years of the date cover commences or increases.

**Reasonable Retraining or Rehabilitation** means any further education, training, experience or rehabilitation you have undertaken since Event Date; or which in the Insurer's opinion you have capacity to undertake and be reasonably expected to do so based on your previous education, training or experience.

**Salary (in relation to members in the Defined Benefit Division)** means your Salary as defined in the Trust Deed. If whilst on claim, your Salary increases, so too will the Disability Benefit so that your Disability Benefit is always equal to 80% of your Salary.

**Salary (in relation to all members that are not in the Defined Benefit Division)** means:

- 1 If you are employed on a casual basis, are a Contractor or earn income from a business you directly own part wholly or partly, the annual remuneration you earned from all Usual Occupations.  
Where you directly own all or part of the business in which you perform a Usual Occupation, your Salary is the total amount earned by that business for the relevant period as a direct result of your personal exertion, less your share of business expenses, but before the deduction of income tax, for that business for the same period.
- 2 Where you do not fall within paragraph 1 above, the greater of:
  - a. the annual remuneration earned from working for your Employer and includes:
    - i. the monetary value of non-cash benefits or fringe benefits provided by your employer in direct substitution of salary (as long as you are no longer entitled to the fringe benefit or non-cash benefit after disability benefit payments have commenced);
    - ii. overtime and allowances; and
    - iii. performance related commission (averaged over the previous three years or since you commenced employment with your employer if you have been Employed by the employer for less than three years); and
    - iv. performance related bonuses (averaged over the previous three years or since you commenced employment with your employer if you have been Employed by your employer for less than three years) but excludes any director's fees, compulsory employer superannuation entitlements, investment income and profit distribution; and
  - b. the annual base salary last agreed between you and your employer at the time of Total Disablement.

**Specialist Medical Practitioner** means a Medical Practitioner who is a specialist practising in the relevant medical field of your illness or injury.

**Standard Cover** means cover for Death, Terminal Illness, Total and Permanent Disablement (for Death & TPD cover) or Total Disability or Partial Disability (IP cover) (as applicable) that is caused, either directly or indirectly, from any injury or illness, irrespective of when the illness became apparent to you or when the injury occurred to you. Standard Cover is subject always to Policy limitations and exclusions.

**Superannuation Guarantee Deadline** is the date that is represented in the column titled payment cut-off date in the table below, which corresponds to the relevant period of work:

Period of Work	Payment cut-off date
1 July - 30 September	28 October
1 October - 31 December	28 January
1 January - 31 March	28 April
1 April - 30 June	28 July

**Terminal Illness** means an illness or injury where:

- a. two Medical Practitioners, including one Specialist Medical Practitioner that may be appointed by the Insurer, certify in writing (Written Certification) that you suffer from an illness or incurred an injury that, despite reasonable medical treatment, is likely to result in your death within 24 months from the date of the Written Certification; and
- b. the Insurer is satisfied from medical or other evidence that you will, despite reasonable medical treatment, die from the illness or injury within 24 months.

**Total and Permanent Disablement/Totally and Permanently Disabled/Total and Permanent Disability/TPD (in relation to Death & TPD cover only)** means disablement that meets one of the definitions for TPD set out on page 17.

**Total disability/Totally Disabled/Total Disablement (in relation to IP cover only)** means solely as a result of injury or illness, you are:

- a. medically certified as being incapable of performing one or more duties of your Usual Occupation necessary to produce Salary;
- b. not engaged in any occupation and;
- c. following the advice of a Medical Practitioner in relation to the injury or illness.

You will not be considered unable to perform a duty of your Usual Occupation if you refuse to accept:

- a. any reasonable omission, modification or substitution of that duty; or
- b. the use of appropriate assistive aids that would enable you to perform that duty.

**Usual Occupation (in relation to IP cover only)** means the occupation(s) in which you are regularly engaged at the time you suffer an injury or illness which leads to your Disability. For periods of disability which occur while you are:

- a. an Employee and were on leave approved by your employer prior to commencing that leave; or
- b. self-employed and on leave

it means the last occupation(s) you performed immediately before the leave commenced.

For periods of Disability which occur while you were not Gainfully Working at the time you suffer the injury or illness but had been Gainfully Working within the prior 6 consecutive months, it means the last occupation(s) you were regularly engaged in.

**Visa** means a current and valid visa permitting residency (excluding a visa allowing permanent residency in Australia) or employment in Australia and issued in accordance with the Migration Act 1958 (Cth) or any amending or replacing act, which enables an Eligible Person to work in Australia.

**Waiting Period** (in relation to Death & TPD only) means a 183 consecutive day period.

**Waiting Period (in relation to IP cover only)** is the number of consecutive days you must be Totally or Partially Disabled before your benefit can begin. The various waiting periods offered are set out on page 21 (Standard IP cover) and page 23 (Extended IP Cover).

**War** includes, but is not limited to:

- declared or undeclared war, and armed aggression by one or more countries resisted by any country, combination of countries or international organisations; or
- participation in an action to defend a country or region from civil disturbance or insurrection, or in an effort to maintain peace.

**White Collar/Professional** means you:

- were engaged in an occupation with minimal manual or very light skilled duties; and
- have had no exposure to unusual occupational hazards; and
- spend at least 90% of your working hours in an office environment.

If you have technical skills or expertise that requires you to use these skills and/or judgement in a variety of tasks outside the office environment, and/or you have some exposure to unusual occupational hazards, you may still be considered for a White Collar/Professional discount.







right by your side

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