# Terms and conditions

### Changes to Vision Super's Insurance Policies



Our Insurer has reviewed existing terms and conditions in the insurance policies. As a result of this review, changes will be made to the terms and conditions, effective 1 January 2023 (unless specified otherwise below), including updating definitions that may be relevant to the assessment of total and permanent disablement and income protection claims (depending on a member's circumstances) and expanding the availability of increases in death, total and permanent disablement, and income protection for 'Key Life Events' to cover events relating to De facto relationships.

Gender-specific policy references have been removed throughout and there has been an update to provide greater clarity by giving much more specific expectations on all the claims information required and all the assessments the claimant needs to attend as part of the claims assessment process.

These changes to the terms and conditions, and other changes outlined below, are not considered to be detrimental to members and, in some cases, may help clarify the intended application of existing policy provisions.

The changes are detailed below:

# Changes relating to Death (including Terminal Illness) and/or Total and Permanent Disablement cover

# Change Revised policy wording Deletions are shown in red by strike through text; additions are shown with a

blue highlight.

#### Life events alignment for Personal Plan members

The policy will be updated for Personal plan members only to clarify and specify that the age at which all Life Events' cover increases are no longer available is age 61 in line with the insurance policies applicable to other members of Vision Super.

#### 3.6.3 Exercise of Option

You can only increase an *insured member's insured cover* under this option by notifying us in writing of:

- (a) the event which triggers the exercise of the option;
- (b) the *insured member* to whom the exercise of the option applies; and
- (c) the amount by which the *insured member's insured cover* will be increased, subject to the limits set out in condition 3.6.2;

and providing *us* with this notification in the period which starts on the date of occurrence of the event which triggers the exercise of the option and ends 90 days after that date, but before the earlier of:

- (1) the *insured member's death, terminal illness* or, if *total* and permanent disablement cover applies to the *insured member*, his or her their date of disablement;
- (2) the end of the insured member's insured cover; and
- (3) for an application to increase total and permanent disablement fixed cover, the insured member's 61st birthday.

You must give to us with your written notification, proof, satisfactory to us, that the event which triggers the exercise of the option has taken place and of the date it took place. Subject to you validly exercising this option, the increase in the insured cover, provided for under it, takes effect from the date we receive your written notification in accordance with this condition 3.6.3.

#### Change

#### Revised policy wording

Deletions are shown in red by strike through text; additions are shown with a blue highlight.

# Update to medical condition definitions relevant to the assessment of total and personal disablement claims

The policy will be changed to update the definitions of various medical conditions to reflect modern medical practice, terminology and testing regimes which may be relevant when assessing a total and permanent disablement claim. The definitions are contained in a Schedule of Medical Conditions.

Please note that because of the way these medical definitions are used, it is still possible to be accepted for a total and permanent disablement claim on or after 1 January 2023 even though the claimant does not meet one of these medical condition definitions

#### Schedule of medical condition definitions

#### dementia and Alzheimer's disease

The unequivocal diagnosis of Dementia or Alzheimer's disease, by a Doctor, causing permanent failure of brain function.

A deterioration in the life insured's Mini-Mental State Examination score to 24 or less is required. Alternatively, we will consider other neuropsychometric tests acceptable to us that conclusively diagnose the condition to at least the same stated level of severity.

Clinical diagnosis of dementia (including Alzheimer's disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician.

The condition must be the predominant cause for significant cognitive impairment as determined by any internationally acceptable medical criteria that is acceptable to us. Dementia related to alcohol, drugabuse or AIDS is excluded.

#### <del>diplegia</del> paralysis

Total and permanent loss of the function of two or more limbs caused by damage to the nervous system.

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

#### <del>hemiplegia</del>

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

#### motor neurone disease

The progressive weakening and wasting of the muscles of the body. The unequivocal diagnosis of motor neurone disease must be certain and supported by neurological investigations.

Motor neurone disease diagnosed by a consultantneurologist. The condition must be the predominantcause for significant functional impairment asdetermined by any internationally acceptable medical criteria that is acceptable to us.

#### <del>paraplegia</del>

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

#### Change

#### Revised policy wording

Deletions are shown in red by strike through text; additions are shown with a blue highlight.

## Parkinson's disease

The unequivocal diagnosis of degenerative idiopathic Parkinson's disease, as characterised by the clinical manifestations of one or more of:

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

OR

The unequivocal diagnosis by a Neurologist of one of the following Parkinson-Plus (atypical parkinsonian) Syndromes:

- Multiple Systems Atrophy (MSA)
- Progressive Supranuclear Palsy (PSP)
- Corticobasal Degeneration/Syndrome (CBD)
- Dementia with Lewy bodies (DLB)

The conditions stated above must be irreversible.

All other types of parkinsonism (including but not limited to parkinsonism secondary to medication, vascular disease, drugs, metabolic conditions and infections) are excluded.

The unequivocal diagnosis of Parkinson's disease by a consultant neurologist in circumstances where:

- the person is following the advice and treatment of a specialist neurologist, but
- despite that advice and treatment, the condition is progressive and has caused functional impairment, as determined by any internationally acceptable medical criteria that we approve

<del>quadriplegia/</del> <del>tetraplegia</del>

The permanent paralysis of all four limbs.

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#### Revised policy wording

Deletions are shown in red by strike through text; additions are shown with a blue highlight.

# Suicide exclusion rewording (Vision Super Saver members only)

The application of an aspect of the suicide exclusion (see paragraph 14.3.1(a)) is being corrected so that it operates as it did prior to the implementation of the Putting Members Interests First (PMIF) legislation. Paragraph 14.3.1(a) is being rectified (with backdated effect to 1 April 2020) so that it applies the suicide exclusion to insured members who join the Fund more than 120 days after starting employment with a participating employer.

This rewording reflects the intended operation of the suicide exclusion.

Please note that the application of the suicide exclusion in other circumstances (eg when applying for voluntary or fixed cover) has not changed. Other exclusions may also apply.

#### 14.3 14.3.1

14.3.2

#### Suicide

This condition 14.3 only applies to exclude payment of a benefit for:

- (a) *insured cover* provided under condition 5.5, 5.6, 5.7.3 or 6; or
- (b) insured cover, where the insured member became a member of the fund the start of cover date for which is more than 120 days after the insured member started employment with their participating employer.

A benefit is not payable on account of an insured member's:

- (a) death, if in *our* opinion it arises, directly or indirectly, as a result of the *insured member's*:
  - (i) suicide, whether sane or insane; or
  - (ii) self-inflicted injury or action, whether sane or insane:

and the death occurs within 12 months of the *insured* cover referred to in condition 14.3.1 commencing, recommencing or increasing (as applicable); or

- (b) terminal illness or total and permanent disablement, if in our opinion it arises, directly or indirectly, as a result of the insured member's:
  - (i) self-inflicted injury, action or infection, whether sane or insane; or
  - (ii) attempt at suicide, whether sane or insane;

and the *terminal illness* or *total and permanent disablement* occurs within 12 months of the *insured cover* referred to in condition 14.3.1 commencing, recommencing or increasing (as applicable).

Where condition 14.3.1 applies to an increase in the *insured member's insured cover*, only that part of the benefit referable to the increase in cover will not be paid.

#### 14.3.3

#### Change

#### **Revised policy wording**

Deletions are shown in red by strike through text; additions are shown with a blue highlight.

### Premium Refund Terms

A new condition will be added to the policy to reflect the existing process in place for premium refunds where an Income Protection claim is fully offset.

#### **9.5** Premium refunds

If we identify that an *insured member* has automatic income protection cover with another superannuation fund, which means that no benefit is payable under this policy, we will give the *insured member* the option of receiving a refund of any premiums paid for the cover under this policy for the duration of the overlap of covers, up to a maximum of 6 years. If the *insured member* chooses to exercise this option, *premiums* paid in respect of the period of time in which the overlap occurred will be refunded to *you* to be applied for the benefit of the *insured member*. After such refund has been provided, the *insured member's* cover will be cancelled with effect from the date that the overlap of covers commenced., and we will then cancel their cover.

## Premium waiver whilst on claim

The premium waiver condition will be clarified so that the premium waiver whilst on claim operates when a benefit is 'payable'.

#### 9.4 Waiver of premium

Premiums will be waived for an *insured member* whilst we are paying a disability benefit is payable under this policy for that *insured member*.

# Improved clarity of Income Protection Terms relating to unemployment

The policy will be updated to fix an inconsistency between the use of own occupation in the 'partial disability' definition and the use of regular occupation in the 'monthly income' definition.

'Monthly income' is also a term used in describing both the calculation of a partial monthly benefit as well as the 'partial disability' definition.

Based on the way the policy is currently worded insured members could (technically) have income or benefit offsets applied twice; this was not the intention and has not occurred in practice.

The adjustments to the 'monthly income' and the 'disability income' definitions resolve this anomaly.

own occupation

### regular ocupation

Where an *insured member* is employed mMeans the normal occupation or work carried out by the *insured member* before becoming disabled.

Where an *insured member* is unemployed means any occupation reasonably suited by education training and experience.

Means any form of personal exertion for the purpose of payment or profit performed by the *insured member* on a regular and recurring basis.

Where the expression *regular occupation* is used in connection with a specified period of time it means any such occupation performed by the *insured member* on a regular and recurring basis during that period. Where an *insured member* is unemployed it means any occupation reasonably suited by education training and experience.

mMeans, in respect of an insured member who suffers partial disability:

- (a) the earnings from employment received by that *insured*member during that month which was payable in respect of that
  month, or which, though not actually received during that month,
  we reasonably apportion to them for the month in respect of
  which we are paying a partial disability benefit;, and
- (b) any earnings from employment which, in *our* opinion, the *insured member* could reasonably be expected to earn in:
  - (i) their his or her regular own occupation,
  - (ii) the occupation they are working in, or
  - (iii) if the *insured member* is unemployed, an occupation for which they are reasonably suited by education, training and experience,

while disabled during that month.

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#### **Revised policy wording**

Deletions are shown in red by strike through text; additions are shown with a blue highlight.

# Becoming unemployed whilst on claim

The total and partial disability definitions will be reworded to improve clarity where a member becomes unemployed whilst on claim.

#### partially disabled/ partial disability

A person is *partially disabled* if he or she is they are not *totally disabled* but, because of illness or injury, he or she they:

- (a) haves been *totally disabled* for at least 7 days out of 12 consecutive days;
- (b) are is unable to work in his or her their own occupation at full capacity immediately after he or she they became totally disabled because of the illness or injury that caused his or her total disability;
- (c) (i) while a person is employed, are is working or capable of working in his or her their own occupation in a reduced capacity, or is are working in another occupation, or
  - (ii) while a person is where not employed, are is capable of working in any occupation for which they are reasonably suited by education, training and experience;
- (c)(d) earns or areis capable of earning a monthly income that is less than his or hertheir pre-disability income;
- (d) (e) is are under the regular care of, and following the advice of, a *medical practitioner*, and
- (e)(f) is are participating and continues to participate in an approved rehabilitation program or retraining program.

#### totally disabled/ total disability

A person is *totally disabled* if, because of illness or injury, he or she has they have ceased to be *gainfully employed* and are is:

- (a) (i) while a person is employed, unable to perform the *regular duties* of his or her their own occupation;
  - (ii) where the while a person is not employed, they are unable to perform the regular duties of any occupation for which they are reasonably suited by education, training and experience;
- (b) under the regular care of, and following the advice of, a *medical practitioner*;
- (c) participating and continues to participate in an approved rehabilitation program or retraining program; and
- (d) not working in any occupation, whether or not for

#### Changes relating to all types of cover

Change		Revised policy wording  Deletions are shown in red by strike through text; additions are shown with a blue highlight.
Updated allowable qualifying Life Events to reflect de facto relationships  The policy will be amended so that so that events relating to De Facto relationships or spouse can constitute a life event that for which an increase in existing death, total and permanent disablement and income protection insurance cover can be obtained without undergoing the full underwriting process (provided other eligibility criteria is met).  Other terms and conditions apply	6 6.1	<ul> <li>Key life events Guaranteed Insurability option</li> <li>Qualifying events</li> <li>If an insured member: <ul> <li>(a) gets married or commences a de facto relationship;</li> </ul> </li> <li>(b) adopts or becomes a parent of a child;</li> <li>(c) mortgages their his or her home as security for a loan which is used to purchase that home (and not to refinance an existing home or other loan or to purchase an investment property);</li> <li>(d) gets divorced or ends a de facto relationship;</li> <li>(e) suffers the death of their his or her spouse or de facto partner spouse;</li> <li>(f) has a child who attends primary or secondary school for the first time; or</li> </ul>
Note: Clause 6 shown here is from one of the policies. Similar changes have been made in other policies with similar provisions .	(g) becomes eligible for Carer Allowance payable by Centrelink;  you may, subject to conditions 3.6.2 to 3.6.6, apply to us to increase the insured member's insured cover.  de facto relationship are to the term 'de facto relationship' in section 4AA of the Family Law Act 1975 (Cth).  de facto spouse  Means a person in a de facto relationship.	

#### **Further information**

#### If you would like further information, contact us on 1300 300 820

We will be issuing updated Insurance guides reflecting (where necessary) any significant changes to the terms and conditions in the insurance policies on 1 January 2023.

When making any decision about insurance cover you should consider the latest Product Disclosure Statement and Insurance guide applicable to your membership in the Fund, and your personal circumstances.