

# Changes to Total and permanent disablement (TPD) definitions from 1 November

TPD claims for events that occur on or after 1 November 2024 will be assessed under a new TPD definition, depending on your age and employment status at the date of becoming disabled.

Spirit Super up to 31 October 2024	CareSuper from 1 November 2024
<p>The definition which applies to an insured member is determined as follows:</p> <ul style="list-style-type: none"> <li>- are, at the date of disablement, aged under 65 and in gainful employment (or have been in gainful employment in the previous 24 months) and meet Part A, Part B or Part C or</li> <li>- otherwise meet Part B or Part C</li> </ul>	<p>The definition which applies to an insured member is determined as follows:</p> <p><b>Definition A</b> applies to an insured member if they were:</p> <ul style="list-style-type: none"> <li>(i) under the age of 65 at the date of disablement; and</li> <li>(ii) employed or self-employed at any time within the 16 months immediately before the date of disablement.</li> </ul> <p><b>Definition B</b> applies to an insured member if they were:</p> <ul style="list-style-type: none"> <li>(i) aged 65 or over at the date of disablement; or</li> <li>(ii) not employed or self-employed at any time within the 16 months immediately before the date of disablement.</li> </ul>
<p><b>Part A – Unable to work in a suitable occupation ever again</b> Means our insurer determines that solely due to the same illness or injury you:</p> <ol style="list-style-type: none"> <li>1. have been continuously unable to work (whether or not for reward) for the TPD waiting period.</li> <li>2. are under regular and ongoing care and</li> <li>3. are, at the end of the 3 month TPD waiting period and continuously since then, unable to ever engage in any occupation or work for which you are or may become reasonably suited by education, training or experience. Our insurer will consider the possible effect that any reasonable retraining could have on you when they make the determination.</li> </ol>	<p><b>Definition A – Unlikely to ever engage in any occupation</b></p> <p><u>Definition A – Unlikely to ever engage in any occupation</u> You are totally and permanently disabled if:</p> <ol style="list-style-type: none"> <li>a) as a result of sickness or injury, you have been absent from all employment for three consecutive months from the date of disablement; and</li> <li>b) are under regular medical care; and</li> <li>c) have exhausted all reasonable treatment options and have reached maximum medical recovery, but only if our insurers opinion it may help you return to employment; and</li> <li>d) we are satisfied on the basis of medical and other evidence, that you are unlikely ever to be able to engage in any occupation, whether or not for reward.</li> </ol> <p>In determining if you are TPD, we will consider all relevant circumstances and factors including but not limited to any:</p> <ul style="list-style-type: none"> <li>- re-skilling, retraining and rehabilitation you have done; and</li> <li>- volunteering experience you have had; and</li> <li>- future re-skilling, reasonable retraining and rehabilitation you could reasonably undertake; and volunteer experience you could reasonably obtain.</li> </ul>
<p><b>Part B – Unable to do basic activities associated with work ever again</b> Means our insurer determines that solely due to the same illness or injury you:</p> <ol style="list-style-type: none"> <li>1. have, at the date of disablement, either:             <ol style="list-style-type: none"> <li>i. suffered loss of limbs and/or sight or</li> <li>ii. become permanently unable to perform at least two of the activities of daily work:                 <ul style="list-style-type: none"> <li>- without the assistance of another adult person and</li> <li>- with or without the use of suitable aids or equipment and</li> </ul> </li> </ol> </li> <li>2. are under regular and ongoing care and</li> <li>3. are, as at the date of disablement and continuously since then, unable to ever engage in any occupation or work, whether or not for reward, for which you are or may become reasonably suited by education, training or experience. Our insurer will consider the possible effect that any reasonable retraining could have on you when they make the determination.</li> </ol>	<p><b>Definition B – Unable to do basic activities associated with work ever again</b></p> <p><b>1. Restricted TPD definition (physical disorders)</b> Means our insurer determines that solely because of injury or illness, you:</p> <ul style="list-style-type: none"> <li>- have been unable to perform at least two basic work activities for at least 12 consecutive months;</li> <li>- are unable to perform at least two basic work activities for the rest of your life, without the help of another person; and</li> <li>- as at the assessment date are unlikely ever to work in any gainful employment for which you are reasonably suited by education, training or experience.</li> </ul> <p><b>Basic work activities</b></p> <ul style="list-style-type: none"> <li>- Mobility (walking or bending)</li> <li>- Vision</li> <li>- Lifting</li> <li>- Manual Dexterity</li> <li>- Hearing</li> <li>- Communicating</li> </ul>

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Activities of daily work:

- Bending
- Communicating
- Vision (reading)
- Walking
- Lifting
- Manual dexterity

## 2. Restricted TPD definition (Psychiatric disorders)

All of the following are satisfied:

- a) you have a psychiatric disorder which:
  - have been diagnosed by a psychiatrist
  - you have been receiving psychiatric treatment for at least 12 months prior to your treating psychiatrist assessing the psychiatric disorder as chronic and unlikely to improve in the foreseeable future with or without further treatment, and
- b) our insurer determines that solely because of the psychiatric disorder, you have suffered from the following incapacity for at least 12 consecutive months, and are likely to continue to be so incapacitated for the rest of your life:
  - have received an established diagnosis of Schizophrenia or Schizophreniform Disorder from your treating psychiatrist, or
  - are unable to care for your dependent children in any capacity due to the unacceptable risk that the dependent(s) will be exposed to physical, emotional or psychological harm, requiring the dependent(s) to be removed from your care by Court order, or
  - are unable to manage day-to-day financial affairs, including:
    - managing your bank balance, or
    - paying bills on time without assistance, requiring the appointment of a guardian to manage your financial affairs. The appointment of a guardian must be made by Court or Tribunal order and the Court or Tribunal must be satisfied through its own independent medical review that you are not capable of managing your day-to-day financial affairs as a result of your psychiatric disorder, or
  - are unable to live independently, requiring a care provider to provide you daily care and supervision, or
  - require ongoing psychiatric treatment and full-time residential care in a mental health facility to protect you and/or others from serious physical harm. The mental health facility must be authorised by the relevant Australian government (state or federal) to provide treatment and care to persons who have a mental illness, and
- c) you have been absent from your occupation with the employer through injury or illness for at least three (3) consecutive months and have provided proof to our insurers satisfaction that you have become incapacitated to such an extent as to render you unlikely ever to engage in or work for reward in any occupation or work for which you are reasonably qualified by reason of education, training or experience.

### Part C – Unable to do Domestic Duties ever again

Means our insurer determines that solely due to the same illness or injury you:

1. have been continuously unable to perform domestic duties for the 3 month TPD waiting period until the assessment date
2. are under regular and ongoing care and
3. are, at the end of the 3 month TPD waiting period and continuously since then, unable ever again to perform domestic duties nor any occupation or work, whether or not for reward, for which you are or may become reasonably suited by education, training or experience. Our insurer will consider the possible effect that any reasonable retraining could have on you when they make the determination.

This is assessed under Definition A and B