Australian Government

Commonwealth Superannuation Corporation

## Significant event notice

28 February 2023



# ADF Super lifePLUS Protect terms and conditions are changing on 1 March 2023

#### Tell me quickly

#### What are the changes?

- Eligibility rules for lifePLUS Protect auto members with Death and Total Permanent Disablement (TPD) will change from 1 March 2023. This means ADF Super members who have separated from the ADF, who are later retrospectively classified by CSC as a *Class A or B Invalid* will no longer be eligible for lifePLUS Protect auto cover.
- We're improving Death and TPD clauses to provide a better claim process for our members.

#### My cover hasn't activated yet, why tell me?

As an ADF Super member who's eligible for lifePLUS Protect auto, under the *Treasury Laws Amendment (Putting Members' Interests First) Act 2019* you become eligible for automatic cover when you turn 25 if there's at least \$6,000 in your account, or if you're already 25, when your account balance reaches \$6,000. You received a welcome advice from CSC when you separated from the ADF, which explained the cover you're eligible for. The terms and conditions in the welcome advice apply up to 28 February 2023. Then from 1 March 2023, the terms and conditions in this notice will apply.

## It's important that you read and consider the information in this notification

It will assist you in making informed decisions about your insurance through ADF Super, including any changes you may like to make so that it meets your needs.

#### Learn more about your cover

The summary changes in this notice are also in the <u>Insurance</u> and your ADF Super booklet available from **csc.gov.au/pds** 

## Why the change?

## Background

ADF Super provides insurance for members who are serving and members who have separated from the ADF.

- While serving, you may be eligible for Death and Invalidity Benefits through ADF Cover. This cover allows you to make a claim for invalidity benefits before you separate (or after, retrospectively) for medical conditions, **but only if the medical conditions were related to your period of service**.
- After separating from the ADF, if you're an *Eligible Member* under the insurance policy, you'll automatically get Death and TPD cover through lifePLUS Protect auto. lifePLUS Protect auto gives you levels of Death and TPD cover that change with your age. It covers you if you die or become permanently sick or injured and are unable to work because of new sicknesses or injuries that are not associated with your period of service, and that occur after you separate from the ADF. It provides you or your family with a lump sum payment if you die or become permanently disabled.



Australian Defence Force Superannuation

## The issue

Generally, if you've medically separated from the ADF, you'll apply for an invalidity benefit before you go. Then, if you receive a classification as a *Class A or B Invalid*, you become ineligible for lifePLUS Protect auto cover. This works fine if your claim is approved before you leave the ADF—but a misalignment arises if you separate from the ADF and are then retrospectively classified by CSC as a *Class A or B Invalid* while you also hold lifePLUS Protect auto cover.

#### The change

From 1 March 2023, our insurance policy conditions will change to make it clear that if you separate from the ADF and are then retrospectively classified as a *Class A or B Invalid*, this will cancel any lifePLUS Protect auto cover you may hold. If this happens, we will refund insurance premiums (to your ADF Super account) that were deducted from the date your lifePLUS Protect cover started.

Commonwealth Superannuation Corporation (CSC) ABN: 48 882 817 243 AFSL: 238069 RSEL: L0001397 Trustee of the Australian Defence Force Superannuation (ADF Super) ABN: 90 302 247 344 RSE: R1077063

## Changing Eligibility rules, and associated definitions and clauses

Here are the changes:

- 1. A change to Eligibility rules. We're redefining who is eligible for auto cover and who is not eligible for auto cover.
- 2. A change to some General Definitions, and some new General Definitions.
- 3. A new clause for 'Premium Refund'.

### **1. Changed Eligibility rules**

Changes	Before 1 March 2023	From 1 March 2023
Who is eligible for auto cover?	<ul> <li>As a former ADF member, you're eligible for lifePLUS Protect auto Death and TPD cover the day after you leave the ADF, as long as you meet these conditions:</li> <li>You're at least 16 but under 70 years old.</li> <li>Your ADF Super account is active.</li> <li>You're 25 or older and you have \$6,000 or more in your ADF Super account, unless you are a <i>PMIF Exempt Member</i>.</li> <li>You served in the ADF for more than 12 consecutive months before leaving (also called <i>Former Long-Term ADF Member</i>).</li> <li>You weren't receiving a <i>Class A or B invalidity</i> benefit on the date you left the ADF or up to 60 days after the date you left the ADF.</li> <li>You're an Australian resident who has a valid visa that allows you to live and work in Australia.</li> </ul>	<ul> <li>As a former ADF member, you're eligible for lifePLUS Protect auto Death and TPD cover the day after you separate from the ADF, as long as you meet each of these conditions:</li> <li>You're at least 16 but under 70 years old.</li> <li>Your ADF Super account is active.</li> <li>You're 25 or older and you have \$6,000 or more in your ADF Super account, unless you are a <i>PMIF Exempt Member</i>.</li> <li>You served in the ADF for more than 12 consecutive months before separating (also called <i>Former Long-Term ADF Member</i>).</li> <li>You're not a <i>Class A or B Invalid</i> at your date of separation from the ADF or after completion of your invalidity assessment under ADF Cover, whichever occurs at the earliest date.</li> <li>You're not a <i>Retrospective Class A or B Invalid</i>.</li> <li>You're an Australian resident who has a valid visa that allows you to live and work in Australia.</li> </ul>
Who is not eligible for auto cover?	<ul> <li>You won't be eligible for lifePLUS Protect auto cover when you leave the ADF if any of the following applies to you:</li> <li>You haven't completed 12 months' continuous service in the ADF.</li> <li>You worked for another employer and the ADF at the same time.</li> <li>You received a <i>Class A or B invalidity</i> benefit on your service termination date or up to 60 days after you stopped.</li> </ul>	<ul> <li>You won't be eligible for lifePLUS Protect auto cover when you separate from the ADF if any of the following applies to you:</li> <li>You haven't completed 12 months' continuous service in the ADF.</li> <li>You worked for another employer and the ADF at the same time.</li> <li>You received a <i>Class A or B Invalidity</i> benefit on your service termination date or after completion of your invalidity assessment under ADF Cover.</li> <li>If at any time after you separate from the ADF you submit a <i>Retrospective Invalidity Application</i> and CSC classifies you as a <i>Retrospective Class A or B Invalid</i>, you will be deemed to no longer be an <i>Eligible Member</i> from the date your lifePLUS Protect auto cover commenced.</li> <li>You do not meet the criteria listed in the 'Who's eligible for auto cover' section on page 4 of the Insurance and your ADF Super booklet.</li> </ul>

## Changing Eligibility rules, and associated definitions and clauses (continued)

## 2. Changed and new General definitions

Definition	Before 1 March 2023	From 1 March 2023
Eligible Member	<ul> <li>Eligible Member(s) means a Member of the Plan who is eligible for cover under the Policy and:</li> <li>(a) is aged at least sixteen (16) years and less than the Cover Expiry Age; and</li> <li>(b) is a Former Long-Term ADF Member; and</li> <li>(c) is aged 25 or over unless they are a PMIF Exempt Member</li> <li>(d) the person has an account balance with the Plan that is equal to or greater than \$6,000 unless they are a PMIF Exempt Member; and</li> <li>(e) the person is an Australian Resident or holder of a valid visa allowing them to live and work in Australia.</li> </ul>	<ul> <li><i>Eligible Member(s)</i> means a Member of the Plan who is eligible for cover under the Policy and:</li> <li>(a) is aged at least sixteen (16) years and less than the Cover Expiry Age; and</li> <li>(b) is a <i>Former Long-Term ADF Member</i>; and</li> <li>(c) is aged 25 or over unless they are a <i>PMIF Exempt Member</i>; and</li> <li>(d) the person has an account balance with the Plan that is equal to or greater than \$6,000 unless they are a <i>PMIF Exempt Member</i>; and</li> <li>(e) the person is an Australian Resident or holder of a valid visa allowing them to live and work in Australia; and</li> <li>(f) is not a <i>Class A or B Invalid</i>; and</li> <li>(g) is not a <i>Retrospective Class A or B Invalid</i> as per condition 2.7. (See also 'Who is not eligible for auto cover?')</li> </ul>
Retrospective Class A or B Invalid	n/a	<b>Retrospective Class A or B Invalid</b> means a person who has been retrospectively classified by CSC as a <i>Class A or Class B Invalid</i> under section 31A of the <i>Australian Defence Force Cover Act 2015</i> (Cth).
Retrospective Invalidity Application	n/a	<b>Retrospective Invalidity Application</b> means an application, for the purpose of section 31A of the <i>Australian Defence Force Cover Act 2015</i> (Cth), submitted by a <i>Former Long-Term ADF Member</i> who has retired for reasons other than invalidity or medical discharge to be retrospectively treated as though the person was retired on grounds of invalidity or medical discharge.
3. New clauses		

Changes	Before 1 March 2023	From 1 March 2023
Premium Refund	n/a	<ul> <li>Where it is identified that you are not eligible for lifePLUS Protect auto cover because you are:</li> <li>(a) a <i>Class A or B Invalid</i>; or</li> <li>(b) a <i>Retrospective Class A or B Invalid</i></li> <li>then premiums paid will be refunded (to your ADF Super Account) for lifePLUS Protect auto cover for the period of time you are not eligible.</li> </ul>

## Improving Death and TPD cover

We've made the following changes to improve the Death and TPD claim process:

- Updated the 'Activities of Daily Work (ADW)' definitions by:
  - reducing the number of activities (from three to two) that you must meet if you're claiming for TPD Definition—Part C
  - refining the activities to make them relatable to common daily activities
  - introducing mental health as part of the assessment under the ADW definition.
- Updated the 'Incident Date' definition to include 'Mental Illness'.
- Included a 'Mental Illness' definition.

#### Definition Before 1 March 2023

TPD definition—Part C

- You, while insured under the Policy, are continuously, totally and permanently unable to perform (with aids and adaptations\*, if necessary) at least three (3) of the activities of daily work listed below (**"Activities**") as certified by a Medical Practitioner and approved by the Insurer, for a period of six (6) consecutive months solelyas a result of the injury, sickness or disease, and provided such continued inability is irreversible as certified by that Medical Practitioner:
- 1. **Mobility**: the ability to:
  - bend, kneel or squat to pick something up from the floor and straighten up again, and get into and out of a standard sedan car; or
  - the ability to walk more than two hundred (200) metres at a normal pace on a level surface without stopping due to breathlessness as a result of a medical condition or angina,
- 2. Vision: the ability to see, such that an ophthalmologist can certify that your visual acuity is better than 6/60 in the better eye or a visual field of greater than ten (10) degrees (i.e. not legally blind),
- 3 **Lifting**: the ability to lift (from bench height) and carry a five (5) kg weight a distance of ten (10) metres and place the item back down at bench height,
- 4. **Communicating**: the ability to:
  - speak with sufficient clarity such that you can hold a conversation with another person in a quiet room in your first language. This involves understanding a simple message and relaying that message to another person; or
  - hear such that an audiologist can certify you have a hearing ability of less than or equal to 40db in the better ear (averaged over the frequencies 0.5, 1, 2 and 3 KHz) in an audiometry test,
- 5. Manual dexterity: the ability to use:
  - at least one hand to pick up and/or manipulate small objects such as picking up a coin from desk height, using cutlery or fastening buttons; or
  - a pen, pencil or keyboard to write a short note that can be understood by another person in your first language,

#### From 1 March 2023

While you are insured under the insurance policy, you are either:

- (i) continuously, totally and permanently unable to perform (with aids and adaptations\*, if necessary) at least two (2) of the activities of daily work listed below ('Activities') as certified by a Medical Practitioner and approved by the insurer, for a period of six (6) consecutive months immediately following the *Incident Date*, solely as a result of the injury, sickness or disease, and provided such continued inability is irreversible as certified by that Medical Practitioner:
  - 1. **Mobility**: the ability to:
    - bend, kneel or squat to pick something up from the floor and straighten up again, and get into and out of a standard sedan car; or
    - the ability to walk more than two hundred (200) metres at a normal pace on a level surface without stopping due to breathlessness as a result of a medical condition or angina,
  - Seeing: the ability to read ordinary newsprint and pass the standard eye test for a car licence (even with glasses or contact lenses) and your vision is better than legal blindness as certified by an ophthalmologist.
  - 3. Lifting: the ability to lift with either one or both of your hands (from bench height) and carry a five (5) kg weight a distance of ten (10) metres and place the item back down at bench height,
  - 4. Communicating: the ability to hear and speak in your first language with sufficient clarity such that you can hold a conversation in a quiet room by understanding a simple message and relaying that message to another person; or
  - 5. Manual dexterity: the ability to use:
    - at least one hand to pick up or manipulate small objects precisely with your hand or fingers (such as picking up a coin from desk height, using cutlery, tying shoelaces or fastening buttons); or
    - a pen, pencil or keyboard to write a short note that can be understood by another person in your first language.

## Improving Death and TPD cover (continued)

Definition	Before 1 March 2023	From 1 March 2023
TPD definition—Part C	and, solely as a result of the same injury, sickness or disease (or any injury, sickness or disease directly caused by the same injury, sickness or disease), after consideration of all medical and other evidence as the insurer may require, you have become incapacitated to such an extent as to render you unable ever to have the capacity to engage in Gainful Employment for which you are reasonably suited by education, training or experience. Where you are unable to perform one or more of the Activities listed upon the date cover commenced for you, that Activity shall not be taken into consideration during the TPD assessment. *Aids and adaptations refers to equipment or fixtures to assist you without the assistance of another person to carry out the Activities.	<ul> <li>Where you are unable to perform one or more of the above Activities upon the date cover commenced, that Activity shall not be taken into consideration during the TPD assessment,</li> <li>OR</li> <li>(ii) deemed to be totally and permanently unable to perform activities of daily work if, in the reasonable opinion of the insurer, you have a <i>Mental Illness</i> that: <ul> <li>your treating psychologist or Medical Practitioner believes won't improve; and</li> <li>has been assessed by a psychiatrist who is a Medical Practitioner appointed by the insurer as having an impairment of 19% or more on the Psychiatric Impairment Rating Scale and in their opinion the condition is permanent,</li> <li>and solely as a result of the same injury, sickness, <i>Mental Illness</i> or disease (or any injury, sickness, <i>Mental Illness</i> or disease directly caused by the same injury, sickness or disease), after consideration of all medical and other evidence as the insurer may require, you have become incapacitated to such an extent as to render you unable ever to have the capacity to engage in Gainful Employment for which you are reasonably suited by education, training or experience.</li> </ul> </li> </ul>
Incident Date	<ul> <li>Incident Date means for, (c) TPD benefits:</li> <li>(i) in respect of Part A of the TPD definition— the date the Insured Member suffers the total and irrecoverable loss of the sight of both eyes, use of two (2) limbs or sight of one (1) eye and use of one (1) limb (where 'limb' is defined as the whole hand or the whole foot); or</li> <li>(ii) in respect of Part B of the TPD definition— the first day of the six (6) consecutive month qualifying period being the day immediately after the Insured Member has not performed any work solely due to injury, sickness or disease; or</li> </ul>	<ul> <li>Incident Date means for, (c) TPD benefits:</li> <li>(i) in respect of Part A of the TPD definition— the date the Insured Member suffers the total and irrecoverable loss of the sight of both eyes, use of two (2) limbs or sight of one (1) eye and use of one (1) limb (where 'limb' is defined as the whole hand or the whole foot); or</li> <li>(ii) in respect of Part B of the TPD definition— the first day of the six (6) consecutive month qualifying period being the day immediately after the Insured Member has not performed any work solely due to injury, sickness or disease; or</li> </ul>

## Improving Death and TPD cover (continued)

Definition	Before 1 March 2023	From 1 March 2023
Incident Date	<ul> <li>(iii) in respect of Part C of the TPD definition— the first day of the six (6) consecutive month qualifying period on which the <i>Insured Member</i> is continuously, totally and permanently unable to perform at least two</li> <li>(2) of the activities of daily work solely as a result of an injury, sickness or disease and medical certification has been provided with respect to that date</li> </ul>	<ul> <li>(iii) in respect of Part C of the TPD definition either:</li> <li>(A) the first day of the six (6) consecutive month qualifying period on which the <i>Insured Member</i> is continuously, totally and permanently unable to perform at least two (2) of the activities of daily work solely as a result of an injury, sickness or disease and medical certification has been provided with respect to that date; or</li> <li>(B) the date the <i>Insured Member</i> is unable to work as a result of having a <i>Mental Illness</i>.</li> <li>(as applicable)</li> </ul>
Mental Illness	n/a	Mental Illness means the Insured Member has been diagnosed by a Psychiatrist who is a Medical Practitioner under the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) issued by the American Psychiatric Association (or a similar diagnostic tool determined by the Royal Australian and New Zealand College of Psychiatrists Board).

## **More information**

#### Who pays for my cover?

The cost of your cover comes out of your super account each month—it doesn't come out of your take-home pay. When you have cover, you can log in to your account to at **csc.gov.au/login** see what you have and how much it costs.

#### **Understanding lifePLUS Protect cover**

We've broken down some key points about lifePLUS Protect on our website at csc.gov.au/lifeplus-protect

You'll also find our lifePLUS Protect Insurance in Superannuation fact sheet at csc.gov.au/forms (type "key fact sheet" into search to find it).

## Get in touch

Invalidity Benefit claims and insurance can be complex, so please talk to us if you need support. For questions about:

- in service cover (ADF Cover), call 1300 001 977 or email members@adfcover.gov.au
- post-service cover (lifePLUS Protect), call 1300 203 439 or email members@adfsuper.gov.au.

As an ADF Super customer you have access to CSC's authorised Financial Planners<sup>^</sup> who can give you personalised, fee-forservice advice that takes your objectives, financial situation and needs into account. You'll get a fixed quote up front before you decide if you'd like to pay for the service. The process is obligation-free, we don't pay commissions and there are no hidden fees. To arrange an appointment call **1300 277 777** during business hours, or <u>visit financial planning</u> on our website.

 CSC Financial Planners are authorised to provide financial advice by Guideway Financial Services (ABN 46 156 498 538, AFSL 420367). Guideway is a licensed financial services business providing CSC Financial Planners with support to provide members with specialist personalised financial advice, and strategies.



Any financial product advice in this document is general advice only and has been prepared without taking account of your personal objectives, financial situation or needs. Before acting on any such general advice, you should consider the appropriateness of the advice, having regard to your own objectives, financial situation and needs. You may wish to consult a licensed financial advisor. You should obtain a copy of the ADF Super Product Disclosure Statement and consider its contents before making any decision regarding your super.