



Can I claim TPD years after stopping work due to an injury or illness?

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If you stopped working years ago due to injury or illness and had [total and permanent disability \(TPD\) cover](#) when you stopped working, it is not too late to apply to access your TPD benefit with your super fund. There are no strict time limits in which you need to apply, although the sooner the better.

A history of super

Compulsory superannuation was introduced in 1992, changing the financial landscape for all Australian workers. Since this time, there have been various insurance policies attached to super funds:

- Income protection cover (IP) – payment of a percentage of your wage for a period of time if you are unable to work due to injury or illness;
- Total and permanent disability cover (TPD) - a lump sum payment if you are permanently unable to return to work.
- Death benefit cover – a lump sum amount payable to your beneficiaries when you pass away.

Prior to 2014, members of super funds could elect (or not) to have TPD and/or IP insurance. Due to this elective arrangement, people sometimes found themselves without TPD cover in the event of becoming injured or unwell. In 2013, MySuper products were introduced, providing default (automatic) TPD/life insurance (on an opt out basis) and IP cover also by default to those that don't choose their own super fund when they start a new job. This change means that more workers now have default TPD cover.

What is TPD cover?

[TPD cover](#) is designed to pay a set amount of money (a lump sum) if you are unwell or injured and meet the relevant definition of total and permanent disability contained in the trust deed or rules attached to your super fund policy.

Most TPD definitions require you to be unable to perform any occupation for which you have the necessary skills, training and experience. This type of definition is often referred to as a “standard definition”. Some funds also have what we might call a “non-standard definition”. If your fund has a non-standard definition for TPD, we can advise you about any impact this may have on your claim.

The TPD amount payable is the cover that was held as at the date of injury or date last worked, depending on the definition contained in the trust deed. Importantly, and often misunderstood, it is **not** determined at the date you lodge your claim.

Because every fund is different, people can have varying amounts of TPD benefits available to them, from a very minimal benefit to benefits in the hundreds of thousands of dollars. Factors that influence the amount of the benefit you are entitled to include how much the base TPD cover is for your age when you stopped working and whether you elected to increase your policy at any stage and paid additional premiums.

How do I successfully bring a TPD claim?

To be successful with a TPD claim, there are several points that need to be met.

1. You need to have held TPD cover as at your date of injury or the date you last worked.
2. Some funds require that you were in active employment as at the date you last worked. Funds have different definitions, but “active employment” generally means working a minimum of 15 hours per week as at the date you last worked.
3. You need to meet the relevant definition (in your policy) of TPD. Again, different funds have different definitions, but the definition is generally that you are unable to perform any occupation for which you have the necessary skills, training and experience.
4. Two treating doctors need to certify that you are unable to work due to the injury or illness and that you meet the relevant definition of TPD.

Why should I engage a TPD lawyer?

At Guardian Injury Law, we often meet with clients who stopped working many years ago due to injury or illness and are unaware that they have a TPD benefit which they can claim. We also meet with clients who tried to lodge their claims themselves, however, have received a rejection from their fund.

Because no injury or illness is the same, we spend the time getting to know you. We listen to your story and understand how you became unable to work and the impact this has had upon you.

We then request the relevant information from your super fund and review it carefully to ensure that you have cover and that you meet the relevant definition.

We are skilled at preparing submissions on behalf of our clients to ensure they meet the requirements of their super fund, giving their claims the best chance of success.

If the fund rejects your claim or you have previously lodged a claim yourself that has been rejected, we are able to review the super fund's decision to determine if there are any avenues of appeal.

Because we understand the impact of injury and illness on our clients, we undertake this work on a [no-win, no-fee basis](#), ensuring that you only pay if you have a successful outcome.

Contacting Guardian Injury Law

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