





#### **Private and Confidential**

<title> <given name> <surname>

<address 1>

<address 2>

<SUBURB> <STATE> <POSTCODE>

<date>

Dear < given name>,

## Significant event notice – your new insurance arrangements from 1 June 2017

NGS Super has undertaken an insurance review to ensure that it continues to be one of the best in Australia – in terms of price, sustainability, coverage, service and overall value. This year we are changing our insurance partner – from CommInsure to TAL Life Limited\*, one of Australia's largest Group Life Insurance specialists – effective 1 June 2017<sup>^</sup>.

Whilst the rules that apply to your insurance design, expiry age and calculation of your benefits will not change, there are changes to a number of definitions as enclosed.

Transfer to the new insurance is automatic; there's nothing you need to do.

If you have any questions, please call our Customer Service Team on 1300 133 177, Monday to Friday between 8am and 8pm (AEST/AEDT) or refer to our website for further information.

Yours sincerely,

#### ANTHONY RODWELL-BALL

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### Chief Executive Officer NGS Super

- \* ABN 70 050 109 450 AFSL 237848 (TAL)
- ^ As part of the changes your cover may automatically increase on 1 June 2017. If this applies to you but you were not in *Active Employment* on that date, you may not be eligible for the increased portion of cover when you claim. Please refer to our website **www.ngssuper.com.au/insurance** for further details including the definition of *Active Employment*.

This applies only to TAL claims with an incident date on or after 1 June 2017. Commliniure claims with an earlier incident date will continue to be assessed based on the cover that applied at that time.

## Who will be my new inswer?

From now until 31 May, your insurer will continue to be CommInsure. From 1 June 2017 onwards it will be TAL. This is particularly relevant if you lodge a claim or become eligible to claim, so please be aware that:

- if you lodge a claim before 1 June 2017, it will be assessed and managed by Comminsure
- if before 1 June 2017 you are injured or become ill, any claim you lodge before or after 1 June 2017 will be assessed and managed by Comminsure
- if on 31 May 2017 you are not at work due to injury or illness, your insurer will be CommInsure until you return to work then it will be TAL.

### **SUMMARY OF OTHER KEY CHANGES:**

The following changes to benefits will take place from 1 June 2017.

• New Total and Permanent Disablement (TPD) definition:

### Definition until end of 31 May 2017

#### A person is totally and permanently disabled if:

- A. one of the following paragraphs (a), (b), (c), (d) or (e) applies; and
- B. where death cover applies to the person, they survive the relevant illness or injury by at least three months:

#### **Definition from 1 June 2017**

An Insured Member is totally and permanently disabled if in Our opinion, solely and directly as a result of an illness or injury, the Insured Member:

- A. is regularly attending and under the ongoing and appropriate care and treatment of a Medical Practitioner, including compliance with regular advice and treatment given by that Medical Practitioner, continuing up to the date We form Our opinion;
- B. satisfies one of the following paragraphs (a), (b), (c), (d) or (e) after:
  - exhausting all reasonable treatment options (medical or otherwise) which We require and is not expected to attain any further improvement or recovery from the illness or injury; and
  - ii. complying with any rehabilitation, training, retraining or re-skilling program that is reasonable (having regard to the Member's injury or illness, the medical treatment or rehabilitation program, and the Member's capacity to recover); and survives the relevant illness or injury by at least three months from the date of the receipt of the claim by Us.
- (a) the person is Permanently Incapacitated and suffers, as a result of illness or injury:
  - (i) the total and permanent loss of the use of two limbs;
  - (ii) blindness in both eyes; or
  - (iii) the total and permanent loss of the use of one limb and blindness in one eye;

#### where:

- 1. limb means the whole hand below the wrist or whole foot below the ankle; and
- 2. blindness means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of arc;

#### or

- (b) the person is Permanently Incapacitated and, as a result of illness or injury, totally unable to perform without the physical assistance of another person any two of the following activities of daily living:
  - (i) dressing the ability to put on and take off clothing;
  - (ii) toileting the ability to use the toilet, including getting on and off;
  - (iii) mobility the ability to get in and out of bed and a chair:
  - (iv) bathing the ability to wash or shower;
  - (v) feeding the ability to get food from a plate into the mouth;

- (a) the Insured Member is Permanently Incapacitated and suffers, as a result of illness or injury:
  - (i) the total and permanent loss of the use of two limbs;
  - (ii) blindness in both eyes; or
  - (iii) the total and permanent loss of the use of one limb and blindness in one eye;

#### where:

- 1. Iimb means the whole hand below the wrist or whole foot below the ankle; and
- 2. blindness means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of arc;

#### or

- (b) the Insured Member is Permanently Incapacitated and, as a result of illness or injury, totally unable to perform without the physical assistance of another person any two of the following activities of daily living:
  - (i) dressing the ability to put on and take off clothing;
  - (ii) toileting the ability to use the toilet, including getting on and off;
  - (iii) mobility the ability to get in and out of bed and a chair:
  - (iv) bathing the ability to wash or shower;

## SUMMARY OF OTHER KEY CHANGES:

#### Definition until end of 31 May 2017

and in our opinion the person is permanently and irreversibly unable to do so for life, on the basis of medical and/or other evidence satisfactory to us;

#### or

- (c) the person is Permanently Incapacitated and all of the following paragraphs (i), (ii), (iii), (iv) and (v) apply:
  - (i) the person was employed at any time during the three months immediately before the Date of Disablement:
  - (ii) the person was, on the Date of Disablement, aged less than 65 years;
  - (iii) the person is absent from all work as a result of suffering cardiomyopathy, primary pulmonary hypertension, major head trauma, motor neurone disease, multiple sclerosis, muscular dystrophy, paraplegia, quadriplegia, hemiplegia, diplegia, tetraplegia, dementia and Alzheimer's disease, Parkinson's disease, blindness, loss of speech, loss of hearing, chronic lung disease or severe rheumatoid arthritis (each as defined in the Schedule of Medical Condition Definitions set out at the end of this Policy);
  - (iv) we consider, on the basis of medical and/or other evidence satisfactory to us, the person is unlikely ever to be engage in any occupation, whether or not for reward; and
- (v) the person is likely to be so disabled for life; where occupation means:
- an occupation that the person can perform, on a full time or part time basis, based on the skills and knowledge the person has acquired through education, training or experience; or
- 2. an occupation that the person would be able to perform, on a full time or part time basis after undergoing reasonable retraining;

#### or

- (d) the person is Permanently Incapacitated and:
  - (i) the person was employed at any time during the three months immediately before the Date of Disablement; and
  - (ii) was, on the Date of Disablement, aged less than 65 years; and
  - (iii) as a result of illness or injury, has been absent from all work for three consecutive months from the Date of Disablement and we consider, on the basis of medical and/or other evidence satisfactory to us, the person is unlikely ever to be able to engage in any occupation, whether or not for reward;

#### **Definition from 1 June 2017**

(v) feeding - the ability to get food from a plate into the mouth;

and in our opinion the Insured Member is permanently and irreversibly unable to do so for life, on the basis of medical and/or other evidence satisfactory to us;

#### or

- (c) the Insured Person is Permanently Incapacitated and all of the following paragraphs (i), (ii), (iii), (iv) and (v) apply:
  - the Insured Member was employed at any time during the three months immediately before the Date of Disablement;
  - (ii) the Insured Member was, on the Date of Disablement, aged less than 65 years;
  - (iii) on the Date of Disablement, the Insured Member is absent from all work as a result of suffering cardiomyopathy, primary pulmonary hypertension, major head trauma, motor neurone disease, multiple sclerosis, muscular dystrophy, paraplegia, quadriplegia, hemiplegia, diplegia, tetraplegia, dementia and Alzheimer's disease, Parkinson's disease, blindness, loss of speech, loss of hearing, chronic lung disease or severe rheumatoid arthritis (each as defined in the Schedule of Medical Condition Definitions set out at the end of this Policy);
  - (iv) we consider, on the basis of medical and/or other evidence satisfactory to us, the Insured Member will be unable ever to engage in any occupation, whether or not for reward; and
  - (v) the Insured Member is likely to be so disabled for life;

where occupation means, up to the time we form Our opinion:

- an occupation that the Insured Member can perform, on a full time or part time basis, based on the skills and knowledge the Insured Member has acquired through education, training or experience; or
- 2. an occupation that the Insured Member would be able to perform, on a full time or part time basis after undergoing reasonable retraining;

#### or

- (d) the Insured Member is Permanently Incapacitated and:
  - (i) the Insured Member was employed at any time during the three months immediately before the Date of Disablement; and
  - (ii) was, on the Date of Disablement, aged less than 65 years; and
  - (iii) as a result of illness or injury, has been absent from all work for three consecutive months from the Date of Disablement and we consider, on the basis of medical and/or other evidence satisfactory to us, the Insured Member will be unable ever to engage in any occupation, whether or not for reward;

# SUMMARY OF OTHER KEY CHANGES:

#### Definition until end of 31 May 2017

#### where occupation means:

- an occupation that the person can perform, on a full time or part time basis, based on the skills and knowledge the person has acquired through education, training or experience; or
- 2. an occupation that the person would be able to perform, on a full time or part time basis after undergoing reasonable retraining;

#### or

- (e) the person is Permanently Incapacitated and has become so disabled by injury or illness for a continuous period of at least 6 months, that they will be permanently unable to perform (with aids or adaptations) at least four of the following activities of daily work:
  - (i) Bending: the ability to bend, kneel or squat to pick something up from the floor and straighten up again; and the ability to get into and out of a standard sedan car.
  - (ii) Communicating: the ability to:
  - 1. clearly hear with or without a hearing aid or alternative aid if required; and
  - comprehend and express oneself by spoken or written language with clarity;
  - (iii) Vision (reading): the ability to read, with visual aids, to the extent that an ophthalmologist can certify that:
  - 1. visual acuity is equal to, or better than, 6/48 in both eyes; or
  - 2. constriction is within or greater than 20 degrees of fixation in the eye with the better vision;
  - (iv) Walking: the ability to walk more than 200m on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body;
  - (v) Lifting: the ability to lift from the ground an object weighing 5kg, carry it a distance of 10 metres, and place the item down at bench height;
  - (vi) Manual dexterity: the ability, with reasonable precision and success, to:
  - 1. use at least one hand, its thumb and fingers, to manipulate small objects; or
  - 2. use a keyboard if the person was required to use a keyboard in their previous job.

#### **Definition from 1 June 2017**

where occupation means, up to the time we form Our opinion:

- an occupation that the Insured Member can perform, on a full time or part time basis, based on the skills and knowledge the Insured Member has acquired through education, training or experience; or
- 2. an occupation that the Insured Member would be able to perform, on a full time or part time basis after undergoing reasonable retraining;

#### or

- (e) the Insured Member is Permanently Incapacitated and has become so disabled by injury or illness for a continuous period of at least 6 months, that they will be permanently unable to perform (with aids or adaptations) at least four of the following activities of daily work:
  - Bending: the ability to bend, kneel or squat to pick something up from the floor and straighten up again; and the ability to get into and out of a standard sedan car;
  - (ii) Communicating: the ability to:
  - 1. clearly hear with or without a hearing aid or alternative aid if required; and
  - 2. comprehend and express oneself by spoken or written language with clarity;
  - (iii) Vision (reading): the ability to read, with visual aids, to the extent that an ophthalmologist can certify that:
  - 1. visual acuity is equal to, or better than, 6/48 in both eyes; or
  - 2. constriction is within or greater than 20 degrees of fixation in the eye with the better vision;
  - (iv) Walking: the ability to walk more than 200m on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body;
  - (v) Lifting: the ability to lift from the ground an object weighing 5kg, carry it a distance of 10 metres, and place the item down at bench height;
  - (vi) Manual dexterity: the ability, with reasonable precision and success, to:
  - 1. use at least one hand, its thumb and fingers, to manipulate small objects; or
  - 2. use a keyboard if the Insured Member was required to use a keyboard in their previous job.

3135 (0317) GROUP 7

### **SUMMARY OF OTHER KEY CHANGES:**

#### Definition until end of 31 May 2017

Any claim must be supported by evidence to our satisfaction that the person is undergoing appropriate treatment, or has been prescribed and is taking appropriate medication, as recommended by a relevant treating Medical Practitioner. The permanent inability to perform the activities of daily work must have lasted for a continuous period of six months or more.

Any claim must be supported by evidence to our satisfaction that the Insured Member is undergoing appropriate treatment, or has been prescribed and is taking appropriate medication, as recommended by a relevant treating Medical Practitioner. The permanent inability to perform the activities of daily work must have lasted for a continuous period of six months or more.

**Definition from 1 June 2017** 

#### Claims, current clause 13.2:

#### 13.2.Our Requirements

13.2.1. When We are satisfied of Our liability to pay a benefit We must pay it. With the exception of the expenses referred to in condition 13.3, which We will pay for, You must provide Us, at no expense to Us, with any evidence We reasonably consider is necessary to satisfy Us of Our liability to pay a claim, including in the case of a claim for a Terminal Illness or Total and Permanent Disablement benefit, any reports from Medical Practitioners that have treated the Insured Member.

Payment of a benefit is conditional on the Insured Member.

- (a) undergoing any medical or other examination, and providing Us with any information or authorities, that We reasonably require during Our continual assessment of the claim; and
- (b) in respect of a claim for Total and Permanent Disablement, complying with any medical treatment or rehabilitation program that is reasonable (having regard to the Member's injury or illness, the medical treatment or rehabilitation program, and the Member's capacity to recover).

#### Claim requirements

- 1. Upon receipt of the completed claim forms with respect to an Insured Member, We may in relation to a Total and Permanent Disablement or Terminal Illness claim:
  - (a) require the Insured Member to undergo an examination by a Medical Practitioner or relevant professional of Our choice or provide further evidence; and/or
  - (b) require the Insured Member to attend a meeting with Us or Our representative to obtain relevant information and/or supply written authorities to enable Us to access any information reasonably necessary to assess the claim.
- 2. We will be responsible for any expenses incurred in obtaining evidence We request under paragraph 1.
- 3. Payment of a Total and Permanent Disablement Benefit is conditional upon an Insured Member undertaking such rehabilitation, training, retraining, re-skilling or treatment (medical or otherwise) as reasonably required by Us.
- 4. If the Insured Member:
  - (a) fails to attend any pre-arranged medical examination, they will be liable to pay any fees incurred; and/or
  - (b) refuses or delays undertaking such required activities under paragraph 1, and We form the view that We have been prejudiced by this refusal or delay, We reserve the right to reduce the Benefit amount down to zero to reflect the extent of that prejudice.