

ngs
Super



We can provide a copy of our full Group Income Protection Policy document upon request. Please contact 1300 133 177 if you would like us to send you a copy.

INCOME PROTECTION (IP) COVER DEFINITIONS

+
for those who
understand the
true meaning
of wealth.

DEFINITIONS

TERM	MEANING
Active Employment	<p>Means that the person:</p> <ul style="list-style-type: none"> (a) is employed to carry out identifiable duties; (b) is actively performing those duties; and (c) in <i>our</i> opinion, is capable of actively performing those identifiable duties and any other duties of their usual occupation on a <i>full time basis</i> (even if not then working on a <i>full time basis</i>) without restriction due to injury or illness. <p>For the purposes of the definition of active employment, <i>full time basis</i> means at least 35 hours per week.</p>
Age-Based Cover	<p>Means the cover in respect of an <i>Insured Member</i> that is in the form of units. The amount of cover that one unit consists of varies with age as set out in Appendix A. Despite any other provision in this Policy the <i>Age-Based Cover</i> that applies to a person cannot exceed 9 units.</p>
At Work	<p>As that term is defined in FSC <i>Guidance Note No. 11 Group Insurance Takeover Terms</i> as amended from time to time.</p>
AWOTE	<p>Means the Average Weekly Ordinary Time Earnings for the relevant period, as published by the Australian Bureau of Statistics.</p>
Benefit Payment Period	<p>Means the maximum period for which <i>Incapacity</i> benefits are payable.</p>
Cover Expiry Age	<p>Means:</p> <ul style="list-style-type: none"> (a) where the <i>Benefit Payment Period</i> that applies to the <i>Insured Member</i> is to age 67 – the date the <i>Insured Member</i> attains age 67; and (b) in any other case – the date the <i>Insured Member</i> attains age 65.
Default Cover	<p>Means the number of units of <i>Age-Based Cover</i> provided to an <i>Insured Member</i> determined by their <i>Cover Category</i> as set out in the table below. The <i>Waiting Period</i> and <i>Benefit Payment Period</i> that applies to <i>Default Cover</i> is also shown in the table.</p>

Cover Category	Units of Age-Based Cover	Benefit Payment Period	Waiting Period
NGS General Member	4	5 years	90 days
NGS Plus Member	5	5 years	90 days

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Eligible Person	<p>Means a person who is eligible for cover under this Policy under condition 4.1.1, which states that An <i>Eligible Person</i> is someone who satisfies all of the following:</p> <ul style="list-style-type: none"> (a) is an employee of a <i>Participating Employer</i>; (b) becomes a member of the <i>Fund</i> on or after the <i>Transition Date</i>; (c) whose <i>Participating Employer</i> is paying superannuation contributions on the person's behalf to the <i>Fund</i> or is accruing a liability to pay superannuation contributions on the person's behalf and subsequently pays those superannuation contributions to the <i>Fund</i>; (d) is aged more than 14 years but less than 65 years; (e) is not an <i>Excluded Member</i>; and (f) satisfies such other requirements that are from time to time agreed to between <i>You</i> and <i>Us</i>.
Employer Contributions	<p>Unless <i>We</i> otherwise agree in writing, means:</p> <ul style="list-style-type: none"> (a) superannuation contributions made by, or on behalf of, the employer to the <i>Fund</i> in relation to an employee, that: <ul style="list-style-type: none"> (i) reduce the employer's potential liability for the superannuation guarantee charge imposed by section 5 of the Superannuation Guarantee Charge Act 1992, or any succeeding legislation; or (ii) are payments of shortfall components (as that expression is defined in the Superannuation Guarantee (Administration) Act 1992 or any succeeding legislation); (b) superannuation contributions made by, or on behalf of, the employer to the <i>Fund</i> in relation to the employee in or towards satisfaction of the employer's obligation to make contributions for the employee; or (c) superannuation contributions made by, or on behalf of, the employer to the <i>Fund</i> in relation to the employee in satisfaction of the employer's binding obligation to make contributions for the employee under a legally enforceable contract between the employer and the employee.
Excluded Member	<p>Means a <i>Member</i> to whom any of the following applies:</p> <ul style="list-style-type: none"> (a) an income protection, terminal illness, total and permanent disablement, trauma or similar benefit has been paid or is payable or can be claimed in respect of the <i>Member</i> under any insurance policy, whether that policy be owned by the <i>Member</i> or another person (including the <i>Fund</i> or another superannuation scheme); (b) the <i>Member</i> has received, or is eligible to receive, a benefit, or has had a claim for a benefit admitted, from: <ul style="list-style-type: none"> (i) the <i>Fund</i>; or (ii) another superannuation scheme; <p>on the basis the fund or scheme has found the <i>Member</i> to suffer from 'permanent incapacity' or a 'terminal medical condition' under the Superannuation Industry (Supervision) legislation or any legislation which replaces it; or</p>

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	<p>(c) the <i>Member</i> had or was eligible to have cover under any group life policy issued to the <i>Fund</i> and the <i>Member</i>:</p> <ul style="list-style-type: none"> (i) opted out of being covered; or (ii) cancelled the cover; or (iii) ceased being a member of the <i>Fund</i>.
Gainful Employment	Means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment including a <i>Member</i> who has ceased temporarily to receive any gain or reward under a continuing arrangement for the <i>Member</i> to be gainfully employed.
Incapacitated or Incapacity	<i>Partially Incapacitated</i> or <i>Totally Incapacitated</i> as applicable.
Incapacity Income	<p><i>Incapacity Income</i> is the sum of:</p> <ul style="list-style-type: none"> (a) any income (other than benefits received under this Policy) or commutation of income, paid or payable in respect of an <i>Insured Member</i> as a result of the <i>Insured Member's</i> illness or injury including: <ul style="list-style-type: none"> (i) sick leave payments; (ii) any amounts payable under legislation such as workers' compensation or motor accident compensation; and (iii) any benefits payable under other income protection insurance policies; and (b) any income which, in <i>Our</i> opinion, the <i>Insured Member</i> could reasonably be expected to earn in his or her occupation while <i>Incapacitated</i>; for a month for which a <i>Incapacity</i> benefit is payable under this Policy. Any income described in paragraph (a) or (b) which is in the form of a lump sum or is exchanged for a lump sum has a monthly equivalent of 1/60th of the lump sum over a period of 60 months except that if the lump sum is paid in respect of a period shorter than 60 months, the lump sum will be divided by the number of months in the shorter period to arrive at the monthly equivalent.
Incapacity Super	Any benefits payable under other income protection insurance policies for a month for which an <i>Incapacity</i> benefit is payable, but only to the extent the benefits are designed to replace in whole or in part the compulsory employer superannuation entitlements the <i>Insured Member</i> would have benefited from had he or she not been <i>Incapacitated</i> .
Income Producing Duty	<i>Income Producing Duty</i> means a duty of the <i>Insured Member's</i> occupation immediately before he or she became <i>Totally Incapacitated</i> which generates 20% or more of the <i>Insured Member's Pre-Incapacity Income</i> .

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Leave	Means employer-approved leave without pay (other than leave related to sickness or injury) as defined in the award or Employment Agreement covering the <i>Insured Member</i> .
Limited Cover	<p>The person is only covered for <i>Incapacity</i> arising from:</p> <ul style="list-style-type: none"> (a) an illness that first becomes apparent; or (b) an injury that first occurs; <p>on or after the date the cover last started, restarted or increased for the person under our Group Income Protection Policy with our Insurer.</p>
Maximum Monthly Benefit	<p>The maximum <i>Monthly Benefit</i> which can be provided under this Policy will be determined in accordance with the <i>Benefit Payment Period</i> applicable to an <i>Insured Member</i> as follows:</p> <ul style="list-style-type: none"> (a) \$41,000 per month for a 2 year or 5 year <i>Benefit Payment Period</i>; and (b) \$31,000 per month for age 65 or an age 67 <i>Benefit Payment Period</i>.
Medical Practitioner	<p>Means a medical practitioner who is suitably qualified and fully registered without any restrictions, and is not the <i>Insured Member</i> or:</p> <ul style="list-style-type: none"> (a) an immediate or extended family member of; (b) a manager, employee, or colleague of; or (c) a business partner or associate sharing vested business interests with; <p>the relevant <i>Insured Member</i>.</p> <p>For the purpose of this definition, a registered medical practitioner is a qualified medical practitioner whose credentials have been formally accepted by the Medical Authority of the Australian state or territory in which he or she practises as a medical practitioner and who is registered by that Medical Authority to carry out the duties of a medical practitioner according to the rules set by the Medical Authority.</p> <p>A Medical Authority is the registered authority, board, association or body which has the power to authorise or license a person to practise as a medical practitioner in the relevant Australian state or territory.</p> <p><i>We</i> may, in <i>Our</i> absolute discretion, accept a similarly qualified person who is registered and practising as a medical practitioner in another country, and who has a formal qualification that is generally equivalent to that required to practise in Australia. <i>We</i> may, in <i>Our</i> absolute discretion, seek an independent opinion from a qualified registered medical practitioner in Australia to review such overseas medical evidence.</p>
Monthly Benefit	<p>Means the amounts in (a) or (b) as applicable:</p> <ul style="list-style-type: none"> (a) Where the <i>Benefit Payment Period</i> is 2 years or 5 years: <ul style="list-style-type: none"> (i) 80% of the <i>Insured Member's Pre-Incapacity Income</i> up to \$31,000; and (ii) 50% of the <i>Insured Member's</i> remaining <i>Pre-Incapacity Income</i>.

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- (b) Where the *Benefit Payment Period* is to age 65 or to age 67:
 - (i) in respect of monthly benefits where the *Insured Member* is aged less than 65 years:
 - 80% of the *Insured Member's Pre-Incapacity Income* up to \$31,000;
 - (ii) in respect of monthly benefits that become payable when the *Insured Member* is aged 65 years or more – 70% of the *Insured Member's Pre-Incapacity Income*.

Normal Pregnancy or Childbirth

Normal and uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

Occupation Category

Means the following five occupation categories, and in relation to an *Insured Member* with units of *Fixed Cover* means the occupation category *We* determine applies to their units of *Fixed Cover* having regard to the following criteria:

- (a) Professional – the *Insured Member* is engaged in a White Collar occupation (as defined below) where:
 - (i) the *Insured Member* has a degree, or is a member of a professional or government body, either of which are necessary for practicing that occupation; or
 - (ii) they are earning \$100,000 or more per annum.
- (b) White Collar – the duties of the *Insured Member's* occupation are limited to professional, managerial, teaching, administrative, clerical, secretarial or similar white collar tasks, which do not involve manual work and are undertaken entirely (or at least 80%) within an office environment or classroom (except workshops).
- (c) Light Manual – the *Insured Member* is engaged in a skilled occupation with a light amount of manual work (less than 20%). White or blue collar supervisors of various occupations and certain skilled technical workers are also included in this group.
- (d) Manual – the *Insured Member* is engaged in a skilled occupation with a moderate amount of manual work. Workers must possess a trade certificate or appropriate licence and have no unusual accident hazard. White or blue collar supervisors of various occupations and certain skilled technical workers are also included in this group.
- (e) Heavy Manual – the *Insured Member* is engaged in a skilled occupation:
 - (i) with a heavy amount of manual work;
 - (ii) where the potential for disability is high; or
 - (iii) where the potential for rehabilitation is low.

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Own Occupation	<p>Has the meaning ascribed to it in condition 2.2, which states that :</p> <p><i>Own Occupation</i> means the normal occupation or work carried out by the <i>Insured Member</i> before becoming <i>Incapacitated</i>.</p>
Partially Incapacitated or Partial Incapacity	<p>Means partial incapacity as described in condition 2.5, which states that:</p> <p>An <i>Insured Member</i> is <i>Partially Incapacitated</i> if he or she is not <i>Total Incapacitated</i> but because of illness or injury, he or she:</p> <ul style="list-style-type: none"> (a) has been <i>Totally Incapacitated</i> for at least 14 days; (b) is unable to work in his or her <i>Own Occupation</i> at full capacity immediately after he or she became <i>Totally Incapacitated</i> because of the illness or injury that caused his or her <i>Totally Incapacity</i>; (c) is working in his or her <i>Own Occupation</i> in a reduced capacity or working in another occupation; (d) earns a monthly income that is less than his or her <i>Pre-Incapacity Income</i>; and (e) is under the regular care of, and following the advice of, a <i>Medical Practitioner</i>.
Partial Monthly Benefit	<p>The partial monthly benefit is the <i>Monthly Benefit</i> reduced by the following amount:</p> $\frac{\text{current income}}{\text{pre - Incapacity income}} \times \text{Monthly Benefit}$ <p>for each month the <i>Insured Member</i> is continuously <i>Partially Incapacitated</i>, where <i>Current Income</i> is the income the <i>Insured Member</i> earned during the month.</p>
Partial Super Monthly Benefit	<p>The Partial Super Monthly Benefit is the <i>Super Monthly Benefit</i> reduced by the following amount:</p> $\frac{\text{current income}}{\text{pre - Incapacity income}} \times \text{Super monthly benefit}$ <p>for each month the <i>Insured Member</i> is continuously <i>Partially Incapacitated</i>, where <i>Current Income</i> is the income the <i>Insured Member</i> earned during the month.</p> <p>Despite any other provision in this Policy the Partial Super Monthly Benefit is not payable after the <i>Insured Member</i> attains age 65 (including where the <i>Benefit Payment Period</i> is to age 67).</p>
Participating Employer	<p>An entity which qualifies as a participating employer of the <i>Fund</i> under the governing rules of the <i>Fund</i> and which is contributing to the <i>Fund</i> in respect of its employees who are <i>Members</i> of the <i>Fund</i>.</p>
Permanent Basis	<p>Means:</p> <p>Being an employee of an employer under a single and ongoing contract of employment or contract for personal services that:</p>

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	<ol style="list-style-type: none"> 1) is of indefinite duration or is for a fixed term of no less than 12 months; 2) requires the person to perform identifiable duties; 3) requires the person to work a regular number of hours each week; 4) provides for paid annual leave, sick leave and the accrual of long service leave; and 5) requires the employer to pay superannuation contributions in respect of the person.
<p>Pre-Incapacity Income</p>	<ol style="list-style-type: none"> 1) If the <i>Member</i> is employed on a <i>Permanent Basis</i>: The monthly value of the annual remuneration (which applied immediately before becoming <i>Incapacitated</i>) earned by the <i>Insured Member</i> from the employer with whom they are employed on a <i>Permanent Basis</i>, and which is specified in their contract of employment. Such remuneration includes overtime, bonuses and shift allowances (all averaged over the last 3 years) and any packaged elements not received directly by the <i>Insured Member</i> as taxable earnings. Such remuneration excludes any directors fees, compulsory employer superannuation entitlements, investment income and profit distribution. 2) If the <i>Member</i> is not employed on a <i>Permanent Basis</i>: The total monthly value of remuneration (including overtime, bonuses and shift allowances) received by the <i>Insured Member</i> from all regular occupations averaged over the most recent 12 months immediately prior to becoming <i>Incapacitated</i>. It excludes any directors fees, compulsory employer superannuation entitlements, investment income and profit distribution. 3) If the <i>Member</i> is self-employed: The total monthly amount earned by the <i>Member's</i> business over the financial year as a direct result of the <i>Member's</i> personal exertion or activities through his or her <i>Usual Occupation</i> (i.e. business earnings that would stop if the <i>Member</i> could not work due to illness or injury), less the <i>Member's</i> share of business expenses (but before the deduction of income tax) for that business (or the relevant proportion for part of a financial year). <p>Pre-Incapacity Income does not include producing income through investments or other forms of passive income generation.</p>
<p>Premium Due Date</p>	<p>The last day of every month in each <i>Policy Year</i>.</p>

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Super Monthly Benefit	<p>The Super Monthly Benefit is the lesser of the following amounts:</p> <ul style="list-style-type: none"> (a) the difference between the monthly value of the sum insured that applies to the person and 80% of their <i>Pre-Incapacity Income</i>; and (b) the <i>Super Insured Percentage</i> times <i>Pre-Incapacity Income</i>. <p>Despite any other provision in this Policy the Super Monthly Benefit is not payable after the <i>Insured Member</i> attains age 65 (including where the <i>Benefit Payment Period</i> is to age 67).</p>
Totally Incapacitated / Total Incapacity	<p>An <i>Insured Member</i> is <i>Totally Incapacitated</i> if, because of illness or injury, he or she:</p> <ul style="list-style-type: none"> (a) ceases <i>Gainful Employment</i>; (b) is unable to perform at least one <i>Income Producing Duty</i> of his or her <i>Own Occupation</i>; (c) is under the regular care of, and following the advice of, a <i>Medical Practitioner</i>; and (d) is not working in any occupation, whether or not for reward; <p>where:</p> <ul style="list-style-type: none"> • <i>Income Producing Duty</i> means a duty of the <i>Insured Member's</i> occupation immediately before he or she became <i>Totally Incapacitated</i> which generates 20% or more of the <i>Insured Member's Pre-Incapacity Income</i>; and • <i>Own Occupation</i> means the normal occupation or work carried out by the <i>Insured Member</i> before becoming <i>Incapacitated</i>.
Waiting Period:	<p>Means the continuous period of 30, 60 or 90 days, as elected by the <i>Insured Member</i> and accepted by <i>Us</i>, for which a person has to be <i>Incapacitated</i> before a <i>Incapacity</i> benefit starts to accrue under the Policy, subject to the following requirements:</p> <ul style="list-style-type: none"> (a) The Waiting Period starts on the date a <i>Medical Practitioner</i> examines the person and certifies that he or she is <i>Incapacitated</i>. (b) The person must be <i>Totally Incapacitated</i> for at least 14 out of the first 19 consecutive days of the Waiting Period to qualify for a <i>Incapacity</i> benefit. (c) If the person returns to work at full capacity during the Waiting Period, the Waiting Period starts again unless the return to work happens once and it is for no more than 5 consecutive days. If this happens, <i>We</i> will add the number of days of work to the Waiting Period.
War	<p>Includes any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.</p>
We/Our/Us	<p>NGS Super Pty Limited ABN: 46 003 491 487</p>

More information?

Contact us

Our website is your one-stop shop for information about NGS Super.

You can also contact us via the **contact us** page at www.ngssuper.com.au or call our Customer Service Team on **1300 133 177** between 8.00am and 8.00pm (AEST/AEDT), Monday to Friday.

Important information

This is general information only and does not take into account your objectives, financial situation or needs. Before making a financial decision, please assess the appropriateness of the information to your individual circumstances and consider seeking professional advice.

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