

**ngs**  
**Super**



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

# **LIFE, TERMINAL ILLNESS AND DISABILITY (TPD) COVER DEFINITIONS**

**+**  
for those who  
understand the  
true meaning  
of wealth.

## DEFINITIONS

TERM	MEANING
<b>Active Employment</b>	<p>Means that the person:</p> <ul style="list-style-type: none"> <li>(a) is employed to carry out identifiable duties ;</li> <li>(b) is actively performing those duties; and</li> <li>(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.</li> </ul> <p>For the purposes of the definition of active employment, <i>full time basis</i> means at least 35 hours per week.</p>
<b>At Work</b>	<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>
<b>Cover Expiry Age</b>	<p><u>Insured Members other than Defined Benefit Members:</u></p> <p>For <i>life and terminal Illness</i> cover – means the date the <i>Insured Member</i> attains age 75.</p> <p>For <i>disability (TPD)</i> cover – means the date the <i>Insured Member</i> attains age 65.</p>
<b>Date of Disablement</b>	<p>Means the later of:</p> <ul style="list-style-type: none"> <li>(a) the date the person suffers from the sickness or injury that is the principal cause of the person’s disablement; and</li> <li>(b) the date the person ceases work.</li> </ul> <p>However, where a person participates in a rehabilitation program and is incapable of returning to employment within 12 months from the date the person commenced his or her absence from employment, the Date of Disablement will be the date that would have applied if the person had not participated in the rehabilitation program.</p> <p>The <i>Date of Disablement</i> must occur while the person has <i>Total and Permanent Disablement</i> cover under this Policy.</p>
<b>Default Cover</b>	<p>Means the cover provided on a default basis and in relation to an <i>Insured Member</i> is the number of units of <i>Age-Based Cover</i> that applies to an <i>Insured Member’s Cover Category</i> according to the table on the following page:</p>

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<b>Cover Category</b>	<b>Units of Age-Based Cover</b>	
	<b>Death*</b>	<b>Total and Permanent Disablement**</b>
<i>NGS General Member</i>	4	4
<i>NGS Plus Member</i>	5	5

\* *Members aged 70 or over will not be entitled to have any death cover commence by way of Default Cover.*

\*\* *Members aged 65 or over will not be entitled to receive any Total and Permanent Disablement cover by way of Default Cover or otherwise.*

**Defined Benefit Member**

A person who was a member of a defined benefit division of the Fund and who was insured under this Policy prior to the *Transition Date*.

**Disability (TPD)**

Means Total and Permanent Disablement.

**Eligible Person**

Means a person who is eligible for cover under this Policy under condition 4.1.1, which states that an *Eligible Person* is someone who satisfies all of the following:

- (a) is an employee of a *Participating Employer*;
- (b) becomes a member of the *Fund* on or after the *Transition Date*;
- (c) whose *Participating Employer* is paying superannuation contributions on the person's behalf to the *Fund* or is accruing a liability to pay superannuation contributions on the person's behalf and subsequently pays those superannuation contributions to the *Fund*;
- (d) is aged more than 14 years but less than 70 years, and in respect of any *Total and Permanent Disablement* cover, are aged less than 65 years;
- (e) is not an *Excluded Member*; and
- (f) satisfies such other requirements that are from time to time agreed to between *You* and *Us*.

**Employer Contributions**

Unless *We* otherwise agree in writing, means:

- (a) superannuation contributions made by, or on behalf of, the employer to the *Fund* in relation to an employee, that:
  - (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);

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	<ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>

<b>Excluded Member</b>	<p>Means a <i>Member</i> to whom any of the following applies:</p> <ul style="list-style-type: none"> <li>(a) a 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);</li> <li>(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"> <li>(i) the <i>Fund</i>; or</li> <li>(ii) another superannuation scheme;</li> </ul> <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> </li> <li>(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>. <ul style="list-style-type: none"> <li>(i) opted out of being covered; or</li> <li>(ii) cancelled the cover; or</li> <li>(iii) ceased being a member of the <i>Fund</i>.</li> </ul> </li> </ul>
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<b>Insured Member</b>	Means a person who has cover in force under our Group Life Insurance Policy with our insurer.
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<b>Limited Cover</b>	<p>Means the <i>Insured Member</i> is only covered for death, <i>Terminal Illness</i> and <i>Total and Permanent Disablement</i> arising from:</p> <ul style="list-style-type: none"> <li>(a) an illness that first becomes apparent; or</li> <li>(b) an injury that first occurs;</li> </ul> <p>on or after the date cover last started, restarted or increased for the person under our Group Life Insurance Policy, with our insurer.</p>
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<b>Medical Practitioner</b>	Means a medical practitioner who is suitably qualified and fully registered without any restrictions, and is not the <i>Insured Member</i> or:
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- (a) an immediate or extended family member of;
- (b) a manager, employee, or colleague of;
- (c) a business partner or associate sharing vested business interests with;

the relevant *Insured Member*.

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. 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.

We may, in *Our* 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. We may, in *Our* absolute discretion, seek an independent opinion from a qualified registered medical practitioner in Australia to review such overseas medical evidence.

**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.

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- (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.

**Participating Employer**

An entity who qualifies as a participating employer of the *Fund* under the governing rules of the *Fund* and which is contributing to the *Fund* in respect of its employees who are *Members* of the *Fund*.

**Permanent Incapacity (or Permanently Incapacitated)**

We are, before the member’s cover for total and permanent disability ends under this policy, reasonably satisfied that the member’s ill-health (whether physical or mental) makes it unlikely that the *Insured Member* will engage in gainful employment for which the *Insured Member* is reasonably qualified by education, training or experience.

**Suicide Exclusion**

This means no benefit is payable on account of an *Insured Member’s*:

- (a) death if in *Our* opinion it arises, directly or indirectly, out of the *Insured Member’s*:
  - (i) suicide, whether sane or insane; or
  - (ii) self-inflicted injury, action or infection, whether sane or insane;

and it occurs within 13 months of the cover commencing, recommencing or increasing (as applicable); or
- (b) *Terminal Illness* or *Total and Permanent Disablement* if in *Our* opinion it arises, directly or indirectly, out of the *Insured Member’s*:
  - (i) self-inflicted injury, action or infection, whether sane or insane and whether intended or not;
  - (ii) attempt at suicide, whether sane or insane and whether intended or not;

and it occurs within 13 months of the cover commencing, recommencing or increasing (as applicable).

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**Terminal Illness**

A Terminal Illness exists in relation to an *Insured Member* at a particular time if the following circumstances exist:

- (a) Two *Medical Practitioners* have certified jointly or separately, that the *Insured Member* suffers from a sickness or has incurred an injury that is likely to result in the death of the person within a period (the "Certification Period") that ends not more than 12 months after the date of the certification;
- (b) At least one of the *Medical Practitioners* is a specialist practising in an area related to the sickness or injury suffered by the *Insured Member*;
- (c) For each of the certificates the Certification Period has not ended; and
- (d) We are satisfied, on medical or other evidence, that despite reasonable medical treatment, the *Insured Member's* sickness or injury is likely to result in the *Insured Member's* death within the Certification Period.

**Total and Permanent Disablement (or Totally and Permanently Disabled)**

A person is totally and permanently disabled if:

- 1. one of the following paragraphs (a), (b), (c), (d) or (e) applies; and
- 2. where death cover applies to the person, they survive the relevant illness or injury by at least 3 months:
  - (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:

- *limb* means the whole hand below the wrist or whole foot below the ankle; and
- *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:
  - dressing – the ability to put on and take off clothing;
  - toileting – the ability to use the toilet, including getting on and off;
  - mobility – the ability to get in and out of bed and a chair;
  - bathing – the ability to wash or shower;

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- feeding – the ability to get food from a plate into the mouth; 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); 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; and
  - (iv) 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
- 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  
as a result of illness or injury, has been absent from all work for 3 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;



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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
- 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 he or she 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.

**Communicating:**

The ability to:

- (a) clearly hear with or without a hearing aid or alternative aid if required; and
- (b) comprehend and express oneself by spoken or written language with clarity.

**Vision (reading):**

The ability to read, with visual aids, to the extent that an ophthalmologist can certify that:

- (a) visual acuity is equal to, or better than, 6/48 in both eyes; or
- (b) constriction is within or greater than 20 degrees of fixation in the eye with the better vision.

**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.

**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.

**Manual dexterity:**

The ability, with reasonable precision and success, to:

- (a) use at least one hand, its thumb and fingers, to manipulate small objects; or

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(b) use a keyboard if the person was required to use a keyboard in his/her previous job.

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.

**War**

Includes any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.

**We/Our/Us**

NGS Super Pty Limited ABN: 46 003 491 487

## SCHEDULE OF MEDICAL DEFINITIONS

TERM	MEANING
<b>Cardiomyopathy</b>	Condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, i.e. Class 3 on the New York Heart Association classification of cardiac impairment.
<b>Primary Pulmonary Hypertension</b>	Primary Pulmonary Hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.
<b>Major Head Trauma</b>	<p>Injury to the head resulting in neurological deficit causing either:</p> <p>(a) a permanent loss of at least 25% whole person function (as defined in the American Medical Association publication “Guides to the Evaluation of Permanent Impairment” 4<sup>th</sup> Edition or an equivalent guide to the evaluation of impairment approved by <i>Us</i>); or</p> <p>(b) the permanent and irreversible inability to perform without the assistance of another person any one of the following activities of daily living:</p> <ul style="list-style-type: none"> <li>• dressing – the ability to put on and take off clothing;</li> <li>• toileting – the ability to use the toilet, including getting on and off;</li> <li>• mobility – the ability to get in and out of bed and a chair;</li> <li>• continence – the ability to control bowel and bladder function;</li> <li>• feeding – the ability to get food from a plate into the mouth;</li> </ul> <p>as certified by a consultant neurologist.</p>
<b>Motor Neurone Disease</b>	Motor Neurone Disease diagnosed by a consultant neurologist.
<b>Multiple Sclerosis</b>	The unequivocal diagnosis of Multiple Sclerosis as confirmed by a consultant neurologist and characterised by demyelination in the brain and spinal cord evidenced by Magnetic Resonance Imaging or other investigations acceptable to <i>Us</i> . There must have been more than one episode of well-defined neurological deficit with persisting neurological abnormalities.
<b>Muscular Dystrophy</b>	The unequivocal diagnosis of muscular dystrophy by a consultant neurologist.

TERM	MEANING
<b>Paraplegia</b>	The permanent loss of use of both legs or both arms, resulting from spinal cord illness or injury.
<b>Quadriplegia</b>	The permanent loss of use of both arms and both legs resulting from spinal cord illness or injury.
<b>Hemiplegia</b>	The total loss of function of one side of the body due to illness or injury, where such loss of function is permanent.
<b>Diplegia</b>	The total loss of function of both sides of the body due to illness or injury where such loss of function is permanent.
<b>Tetraplegia</b>	The total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain illness or injury or spinal cord illness or injury.
<b>Dementia and Alzheimer's Disease</b>	Clinical diagnosis of dementia (including Alzheimer's disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment means a deterioration in the person's Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse or AIDS is excluded.
<b>Parkinson's Disease</b>	<p>The unequivocal diagnosis of Parkinson's Disease by a consultant neurologist where the consultant neurologist confirms that the condition:</p> <p>(a) is the established cause of two or more of the following:</p> <ul style="list-style-type: none"> <li>• muscular rigidity</li> <li>• resting tremor</li> <li>• bradykinesia; and</li> </ul> <p>(b) has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit.</p> <p>The person must be following the advice and treatment of a specialist neurologist.</p>
<b>Blindness</b>	The permanent loss of sight in both eyes, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in both eyes or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.

TERM	MEANING
<b>Loss of Speech</b>	The total and irrecoverable loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply or the speech centres of the brain. The loss must be certified by an appropriate medical specialist.
<b>Loss of Hearing</b>	Complete and irrecoverable Loss of Hearing from both ears as a result of illness or injury, as certified by a specialist We consider appropriate. This definition is not met if the person's hearing has been restored through any natural or assisted means, unless the assisted means is a device implanted in the cochlea.
<b>Chronic Lung Disease</b>	Permanent end stage respiratory failure with FEV1 test results of consistently less than one litre, requiring continuous permanent oxygen therapy.
<b>Severe Rheumatoid Arthritis</b>	<p>The unequivocal diagnosis of Severe Rheumatoid Arthritis by a Rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:</p> <p>(a) at least a six week history of Severe Rheumatoid Arthritis which involves three or more of the following joint areas:</p> <ul style="list-style-type: none"> <li>• proximal interphalangeal joints in the hands</li> <li>• metacarpophalangeal joints in the hands</li> <li>• metatarsophalangeal joints in the foot, wrist, elbow, knee or ankle</li> </ul> <p>(b) simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)</p> <p>(c) typical rheumatoid joint deformity and at least two of the following criteria:</p> <ul style="list-style-type: none"> <li>• morning stiffness</li> <li>• rheumatoid nodules</li> <li>• erosions seen on X-ray imaging</li> <li>• the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of Severe Rheumatoid Arthritis.</li> </ul> <p>Degenerative osteoarthritis and all other arthritides are excluded.</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](http://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.

[www.ngssuper.com.au](http://www.ngssuper.com.au)  
1300 133 177

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