ness super
powering your **financial future**

Insurance Guide

1 July 2016

NESS Super...
we've got you covered

Insured Benefits for Spouse Members

Issued 1 July 2016 by NESS Super Pty Ltd ABN 28 003 156 812 RSE Licence No L0000161
as trustee of the NESS Super ABN 72 229 227 691 RSE Registration No R1000115
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About this Insurance Guide

This information should be read in conjunction with the current NESS Super Product Disclosure Statement (PDS) available on the website nesssuper.com.au from 1 July 2016, and applies to all members of NESS Super who are Spouse Members. You should consider the information in the NESS Super PDS before making a decision to invest in NESS Super. Any term which is defined in the Insurance Terms and Glossary section of this booklet is indicated in **Bold**.

This information should be read in conjunction with the current NESS Super Product Disclosure Statement.

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Default Insurance cover

When you join NESS Super as a Spouse Member and you meet the conditions for Default cover (see page 2), you are provided with insurance cover of 2 units of Death and Total and Permanent Disablement (TPD) cover. The value of default Death and TPD cover varies according to your age as shown in the table below. New Events cover will apply to your Default Insurance cover (see page 2).

The value of your Default Death and TPD cover varies according to your age as shown in the table below. Cover will commence from the later of the date your application form is received by NESS Super and the date there is sufficient funds in your account to deduct premiums.

Default Death cover* of 2 units of cover is provided at the cost of $2.62 per week ($1.31 per unit);

Default Total and Permanent Disablement (TPD) cover* of 2 units of cover is provided at the cost of $3.52 per week ($1.76 per unit).

Age last birthday	Default Death Cover* 2 units of cover	Default TPD Cover* 2 units of cover
15 – 24	160,000	160,000
25 – 29	160,000	160,000
30 – 34	150,000	150,000
35 – 39	125,000	125,000
40 – 44	115,000	115,000
45 – 49	115,000	115,000
50 – 54	110,000	110,000
55	105,000	90,000
56	105,000	80,000
57	105,000	70,000
58	105,000	60,000
59	105,000	50,000
60	90,000	40,000
61	88,000	30,000
62	86,000	20,000
63	83,000	10,000
64	80,000	5,000
65	70,000	0
66	60,000	0
67	50,000	0
68	40,000	0
69	30,000	0
70	0	0

* All insurance cover is not guaranteed and is subject to the terms and conditions of the Insurance Policy including exclusions and eligibility for insurance cover.

Conditions applying for Default Insurance Cover

On joining NESS Super as a Spouse Member and providing a completed *Application for Membership Form – Spouse Members*, you will be eligible for Default Death and TPD insurance cover, provided that the following conditions are met:

- You are either an Australian or New Zealand citizen, or a person who is a holder of an Australian permanent residence visa or resides in Australia on a 457 working visa;
- You are aged between 15 and 68 years (inclusive) for Death cover and 15 and 64 years (inclusive) for TPD cover;
- You are not applying for, intending to apply for, or have not been paid a TPD benefit from any Australian superannuation fund or life insurance policy. If this provision is not satisfied, then you will **only** be eligible for Default insurance cover for Death; and
- You are not applying for, intending to apply for, or have not been paid a terminal illness benefit from any Australian superannuation fund or life insurance policy. If this provision is not satisfied, you will not be eligible for **any** Default insurance cover from NESS Super.

Opting out of Default Insurance cover or reducing your cover to 1 unit of cover

If you do not want to have Default cover (2 units of Death and TPD cover) with NESS Super you must notify the Trustee in writing using the *Change My Insurance Details Form* for available from www.nesssuper.com.au or by writing to us. Otherwise NESS Super will continue to deduct the insurance premiums from your account.

With this form you can opt-out fully or you can reduce your cover to 1 unit of cover.

Your insurance cover and premium deductions in respect of the cover you wish to opt-out of will cease from the date NESS Super receives your notification to opt-out.

The number of units of TPD cover cannot exceed the number of units of Death cover, so that if you reduce your Death cover, you must also reduce your TPD cover. If you fully opt-out out of Death cover, you must also opt-out of TPD, Temporary Salary Continuance (TSC) and Salary Continuance Insurance (SCI) cover. Please see page 4 and 7 for more information regarding TSC and SCI cover.

If you fully opt-out of Death cover, your insurance cover and premium deductions in respect of the TPD, TSC and SCI cover will also cease from the date of receipt of your notification to opt-out.

New Events Cover

Your Death and TPD cover will be subject to **New Events** cover for at least 24 months from the date your cover commenced. Your insurance cover will revert to full Default cover after this 24 month period once you are again in **Active Employment**.

New Events cover means that your insurance cover will be limited to an **Illness** or an **Injury** that occurs on or after the date cover commenced.

About Death and TPD cover

Death cover

Death cover provides a lump sum benefit if you die or have a **Terminal Illness** (refer Terminal Illness benefit on page 10). Cover is available up to age 69 last birthday. The amount of insurance benefit payable by NESS Super on your Death is determined by your age at the date of your death and the number of units you have and is paid in addition to your account balance when the benefit has been approved by the Trustee and the payment of the Insured Amount has been approved by the Insurer.

TPD cover

TPD cover provides a lump sum benefit if you satisfy the definition of **Total and Permanent Disablement**. Cover is available up to age 64 last birthday. The amount of insurance benefit payable by NESS Super on your **Total and Permanent Disablement** is determined by your age at the date of your disability and the number of units you have and is paid in addition to your account balance when the benefit is approved by the Trustee and the payment of the Insured amount has been approved by the Insurer.

Under the terms of the insurance policy, it is not possible to have more units of TPD cover than of Death cover.

About TSC Cover

If you are in paid employment and if you are eligible for Temporary Salary Continuance (TSC cover), you can apply to the Insurer for TSC cover.

Optional TSC cover

This cover will need to be underwritten by the Insurer and will be subject to the Insurer's approval. You will be required to supply medical evidence and your cover will not commence until accepted by the Insurer.

You can apply for up to a total TSC cover of $25,000 per month when you join NESS Super by completing the *Member Application Form – Spouse Members* or by completing a *Change My Insurance Details Form*. You will also need to complete the Insurer's *Personal Statement*. Each unit of TSC cover provides a benefit of up to $1,200 per month and is at a cost of $0.66 per week. TSC cover ceases at age 65.

The Insurer will assess the information provided and advise any additional requirements before responding to your application for insurance cover. The Insurer may accept or decline your application for insurance cover or impose special conditions (such as an **Exclusion** or **Loading**). Any TSC cover will be effective once it has been approved by the Insurer.

TSC cover provides a monthly income benefit if you have an **Illness** or **Injury** that results in you being:

- continuously absent from your employment for the TSC waiting period of 90 days;
- unable to perform one or more of the important duties of your regular occupation necessary to produce income where important duty means any duty which generates 20% or more of your **Monthly Income**;
- not otherwise employed or engaged in business activity; and
- under the regular care of a **Doctor** and undergoing appropriate treatment and care.

Payments commence after a 90-day waiting period and continue for a maximum of 2 years. For each year the benefit continues to be paid the **Monthly Benefit** will be increased by the annual Consumer Price Index **(CPI)** percentage (subject to a maximum of 5.0%).

The TSC benefit that will be paid to you in the event of your disability is limited to the lesser of :

- The benefit represented by the number of units the Insurer has accepted you for;
- 75% of your pre-disability **Monthly Income**, reduced by any **Other Disability Income** paid to you while you are disabled plus Employer Superannuation contributions of up to 10% of your monthly benefit paid to NESS Super if you are in receipt of Employer contributions; or
- The maximum benefit of $25,000 per month.

Conditions applying for TSC Insurance Cover

To be eligible for TSC cover, you must also:

- be in gainful employment at the date your cover commences;
- be covered for Death Insurance in NESS Super;
- be aged between 15 and 63 years (inclusive);
- not be a Seasonal Worker; and
- not applying for, intending to apply for, or have not been paid a TPD or Terminal Illness benefit from any Australian superannuation fund or life insurance policy.

It is a member's responsibility to advise the Trustee when his or her benefit statement shows TSC cover for which that member is not eligible.

Effect of TSC insurance benefit on other disability income benefits

Your TSC benefit from NESS Super is subject to the maximum benefit of 75% of your pre-disability **Monthly Income** reduced by **Other Disability Income**. For example, any amounts for employer payments of sick leave, benefits paid under any insurance policy and workers compensation will be deducted from the maximum TSC benefit of 75% of your pre-disability **Monthly Income**.

TSC benefits are also treated as income and are, therefore, subject to income tax.

Partial Disability Benefit for TSC

After the conclusion of the 90 day waiting period you may be eligible for a **Partial Disability benefit** where you:

- resume employment or are capable of returning to partial employment duties after 14 consecutive days of **Total Disability**,
- are under the continuous and regular care of a **Doctor** undergoing appropriate treatment and care; and
- as a result of the **Injury** or **Illness** that caused the **Total Disability** you earn less than your pre-disability **Monthly Income**.

Exclusions applicable for TSC benefits

Exclusions apply to TSC benefits. Please see page 6 for more details of the exclusions that apply.

Rehabilitation Benefit

While suffering disability, **Approved Rehabilitation** expenses, such as the cost of a rehabilitation program, device or course of treatment, may be paid if the Insurer considers this likely to assist your return to work. The Insurer's prior approval is required in all cases before the cost is incurred.

Conditions for TSC benefit ceasing

The Insurer will cease to pay a TSC benefit if any of the following occurs:

- you are no longer **Totally Disabled** or **Partially Disabled**,
- you attain the age of 65,
- you are no longer under the care of a **Doctor**,
- you reside overseas outside agreed terms,
- if the claim is fraudulent,
- on your death, or
- when you are no longer insured for Death cover.

Option to apply for additional Death, TPD cover and TSC cover

You can apply for an increase in your Death, TPD and TSC cover at any time, by completing the *Change My Insurance Details Form* together with the Insurer's *Personal Statement* (if applicable) and returning them to NESS Super.

Both forms are available from the NESS Super website www.nesssuper.com.au or by contacting us. Refer to the table on page 1 and information on page 4 of this booklet to calculate the number of units required to provide your desired amount of cover for your age.

Members may apply for additional voluntary units of:

- Death cover up to a total maximum cover of $5 million (including any other Death insurance you may have); and
- TPD cover up to a total maximum cover of $3 million (including any other TPD insurance you may have); and
- TSC cover up to a total maximum cover of $25,000 per month (including any other TSC insurance you may have).

The Insurer will assess the information provided and advise any additional requirements before responding to your application.

The Insurer may accept or decline your application for insurance cover or impose special conditions (such as an **Exclusion** or **Loading**). Any increase in cover will only be effective once it has been approved by the Insurer.

Accident Cover may apply during the time your application for additional Death and/or TPD and/or TSC cover is being considered by the Insurer. Refer to Accident Cover on page 10.

As the number of units of TPD cover cannot exceed the number of units of Death cover, it is not possible to apply for additional units of TPD cover without applying for at least the same number of additional units of Death cover.

You should carefully consider your needs when considering your level of insurance cover.

Exclusions applicable to Death, TPD and TSC benefits

Exclusions applicable to Death and TPD cover

In relation to Death and TPD cover, no benefits are payable when a claim arises directly or indirectly as a result of:

- you actively participating in **Militant Activities**;
- your occupation being listed as an **Excluded Occupation** without the Insurer's prior approval (Default cover is exempt from this exclusion);
- suicide within 13 months from the date your cover commences, or additional cover is granted, or
- any other circumstance advised to you by the Insurer after consideration of medical evidence, for example pre-existing medical conditions.

Exclusions applicable to TSC benefits

In relation to TSC cover, no benefits are payable when a claim arises directly or indirectly as a result of:

- self-inflicted harm or attempted suicide, regardless of whether you are sane or insane at the time,
- normal and uncomplicated pregnancy or childbirth. For the purposes of this exclusion, multiple pregnancy, threatened or actual miscarriage, participation in an IVF or similar program, discomfort commonly associated with pregnancy such as morning sickness, backache, varicose veins, ankle swelling or bladder problems are not considered abnormal or complications of pregnancy;
- participation in a criminal act;
- service in the armed forces, with the exception of the Australian Defence Force Reserves,
- actively participating in **Militant Activities**;
- your occupation being listed as an **Excluded Occupation** without the Insurer's prior approval; or
- any other circumstance advised to you by the Insurer after consideration of medical evidence, for example pre-existing medical conditions.

Optional Long-term Salary Continuance (SCI) cover

SCI cover provides a monthly income benefit payable to you up until the age of 65 if you suffer a disability. It is voluntary and may be taken out only in conjunction with TSC cover. The number of units elected must match the number of units of TSC cover held. The benefit is an extension of TSC and, therefore, becomes payable after the TSC benefit has expired.

About SCI cover

If you have been in receipt of a TSC benefit for a total of 2 years and continue to be eligible for disablement benefits, SCI cover provides the same monthly income benefit until you reach age 65 while disabled. This is subject to any conditions imposed by the Insurer.

For each year that the benefit continues to be paid, the monthly benefit will be increased by the annual **Consumer Price Index** percentage (subject to a maximum of 5.0%). As with TSC cover, you may also receive a Partial Disability Benefit under the SCI cover, if eligible.

As for TSC, whilst suffering disability, Approved Rehabilitation expenses, such as the cost of a rehabilitation program, device or course of treatment, may be paid if the Insurer considers this likely to assist your return to work. The Insurer's prior approval is required in all cases before the cost is incurred.

Applying for SCI cover

SCI is subject to the completion of a *Personal Statement*. Further medical evidence may also be requested before cover is accepted. You will be advised of any **Loadings** or **Exclusions** if applicable and you must agree to these before the cover is accepted by the Insurer.

Your cover commences on the date accepted by the Insurer once a *Personal Statement* and any other requested medical evidence has been provided and assessed. There is no Accident Cover under SCI cover.

Cost of SCI cover

The cost of SCI cover is additional to the TSC cost. The cost depends on your age, amount of cover and any special conditions imposed by the Insurer during the underwriting process.

Insurance premiums are deducted from your account at the end of each month. If your account balance is insufficient to pay your premiums, your cover will end without notice. The insurer will require evidence of health before cover can be re-established.

Conditions and exclusions applying to SCI cover

The exclusions and limitations for SCI cover are the same as those that apply for TSC. Refer to pages 5 and 6 for further details.

Optional Long-term Salary Continuance (SCI) cover continued

Please refer to the age rates set out in the table below.

Weekly Premium Rates Per Unit (1 unit = $1,200 Monthly Income Benefit)					
(Payable in addition to TSC premium) Benefit Period up to Age 65					
Age	Male	Female	Age	Male	Female
15	$0.10	$0.14	39	$0.89	$1.53
16	$0.10	$0.14	40	$1.05	$1.76
17	$0.10	$0.14	41	$1.24	$2.02
18	$0.10	$0.14	42	$1.45	$2.31
19	$0.10	$0.14	43	$1.69	$2.64
20	$0.10	$0.17	44	$1.96	$3.02
21	$0.10	$0.20	45	$2.26	$3.44
22	$0.10	$0.23	46	$2.60	$3.92
23	$0.10	$0.26	47	$2.98	$4.45
24	$0.10	$0.30	48	$3.40	$5.03
25	$0.10	$0.30	49	$3.86	$5.68
26	$0.10	$0.31	50	$4.36	$6.38
27	$0.10	$0.32	51	$4.90	$7.14
28	$0.10	$0.35	52	$5.49	$7.96
29	$0.10	$0.39	53	$6.11	$8.84
30	$0.12	$0.44	54	$6.76	$9.75
31	$0.16	$0.50	55	$7.42	$10.67
32	$0.21	$0.57	56	$8.04	$11.54
33	$0.27	$0.66	57	$8.59	$12.30
34	$0.34	$0.76	58	$8.99	$12.86
35	$0.42	$0.87	59	$9.13	$13.06
36	$0.52	$1.00	60	$9.20	$13.16
37	$0.63	$1.16	61	$8.86	$12.69
38	$0.75	$1.33	62	$7.32	$10.52

When does my Insurance cover cease?

Your Death, TPD and TSC cover will cease on the earliest of any of the following events:

- you cease to be a member of NESS Super;
- you cease to be an Australian Resident or leave Australia permanently;
- you commence service with the armed forces of any country, other than the Australian Defence Force Reserves;
- NESS Super or the Insurer has terminated the policy;
- you take up residence overseas and are not eligible to continue your cover;
- you have insufficient funds in your account to pay the next month's premium;
- the Insurer does not receive premiums for you unless you are in receipt of a TSC or SCI disability benefit from NESS Super and the Insurer has waived the TSC or SCI premiums;
- you make a fraudulent claim under the policy.

In respect of Death cover only:

- you write to NESS Super advising that you wish your Death cover to cease. Your TSC and TPD cover will also cease upon cessation of your Death Cover;
- you reach the maximum insurable age of 70;
- on admittance of a TPD claim;
- on admittance of a **Terminal Illness** claim, except if you are insured for more than $3 million.

In respect of TPD cover only:

- you reach the maximum insurable age of 65;
- you die;
- your cease to be insured for Death cover;
- you write to NESS Super advising that you wish your TPD cover to cease.

In respect of TSC and SCI cover only:

- you reach the maximum insurable age of 65;
- you die;
- you cease to be insured for Death cover (in respect of TSC cover), or for Death or TSC cover (in respect of SCI cover);
- you retire permanently from the workforce;
- you write to NESS Super advising that you wish your TSC or SCI cover to cease.

Reinstating your Insurance Cover

Once Insurance cover ceases for a Spouse Member, any future cover will only be reinstated subject to underwriting and will commence on the date the Insurer has advised in writing.

Other important Insurance information

Terminal illness benefit

A Terminal Illness benefit is available under the Death cover. A benefit will be paid to NESS Super where a **Terminal Illness** is diagnosed, subject to:

- if a Terminal Illness benefit is paid, it will be considered an advance payment of the member's death benefit;
- a Terminal Illness benefit will not be paid where an intentional self-inflicted injury or attempt at suicide causes the **Terminal Illness**, directly or indirectly;
- a Terminal Illness benefit will be the lesser of the your insured benefit or $3,000,000. If your insured amount is greater than $3,000,000, provided that you remain a member of NESS Super and premiums continue to be paid, a Death benefit will be payable if you die equal to the difference between your Insured Death Benefit and the Terminal Illness benefit;
- a member may only ever receive one Terminal Illness benefit;
- the Policy remaining in force.

A **Terminal Illness** is a disease or condition that, in the opinion of a specialist medical practitioner approved by the Insurer, is likely to lead to the your death within 24 months from the date the Insurer receives notification of your condition. NESS Super requires additional medical information before it is able to pay that benefit to you.

Accident Cover

Accident Cover is available under Death cover, TPD cover and TSC cover.

If you are being assessed by the Insurer for insurance benefits, the Insurer will provide **Accident Cover** for the type of cover being applied for, but only where a claim is as a result of an **Injury**. The amount of **Accident Cover** provided is:

For Death Cover – the requested amount being underwritten;

For TPD Cover – the lesser of the requested amount being underwritten and a maximum benefit of $1,500,000; and

For TSC Cover – the lesser of the requested amount being underwritten and a maximum benefit of $10,000 per month. **Accident Cover** applies for **Total Disability**, but not for **Partial Disability**.

Accident Cover will be provided until acceptance, withdrawal, refusal, policy termination or 90 days immediately following the date the Insurer receives a properly completed, signed and dated *Application for Membership Form* (including a *Personal Statement*) or *Change My Insurance Details Form* together with an Insurer's *Personal Statement*.

Providing medical evidence

In certain circumstances you may be required to supply satisfactory evidence of health to the Insurer before being accepted for the cover you have requested. (This is also referred to as 'being underwritten'.) This will include a Personal Statement that requests details of your health, family history and pastimes. In some instances you may also be required to have blood tests and/or a medical examination.

The Insurer may accept, decline or impose special conditions (such as an Exclusion or Loading) for the cover you have requested. Where the Insurer accepts your application you will be notified of the date your cover commences.

Cover while on leave without pay

Insurance cover will continue while you are on Employer approved leave provided premiums continue to be paid throughout the period.

Cover while working overseas

If you are overseas, you are subject to certain conditions, such as remaining a member of NESS Super and continuing to pay premiums, to be able to continue your insurance cover. The country must not be subject to a Commonwealth Department of Foreign Affairs and Trade (DFAT) travel advisory Level 5 warning advising against all travel at the time you depart Australia.

Continuation of Death, TPD and TSC cover after three years is subject to the Insurer's approval.

Subject to conditions outlined in the Insurance Policy, cover applies seven days a week anywhere in the world. The Insurer reserves the right to require you to return to Australia (at your own expense) when a claim is submitted for TPD, Terminal Illness, TSC or SCI cover. Where eligible, TSC benefits will continue to be paid whilst you are overseas for a maximum period of six months after which you must return to Australia at your own expense for TSC or SCI benefits to continue.

Cooling off period

After you receive notification of cover from NESS Super, via a welcome letter, letter of acceptance of voluntary cover or other notification, you have a period of 14 days from the later of the date you receive our notification or 5 days after we accept your application, in which you may cancel your cover. If you cancel your cover in this manner, you will receive a refund of any premiums paid, other than any Government taxes or charges which we are unable to recover. The cooling off period will not apply if you have made or are intending to make a claim under the policy.

Please contact NESS Super if you are making or intending to make a claim under the policy. Please contact NESS Super if you want more information, or wish to cancel your cover within the cooling off period.

Transferring insurance from another superannuation fund to NESS Super

NESS Super allows members to transfer their current Death, TPD and TSC employer sponsored insurance benefits from their previous fund or cover under a group risk policy without the need to be fully underwritten if they meet certain conditions. Simply complete a *Transfer of Insurance to NESS Super Form* available from www.nesssuper.com.au.

The transfer will be on the basis of providing the number of units of cover to match your existing cover (rounded up to the next highest unit). The maximum cover which can be transferred for Death and TPD is $1,500,000.

We suggest you do not cancel your other insurance cover until the NESS Super Insurer has confirmed your acceptance.

You must satisfy the following criteria to be eligible:

- any insurance cover in the existing fund must cease on acceptance of cover under NESS Super and you must not continue the cover, reinstate cover or effect a continuation option in respect of cover you had with the existing fund;
- you must transfer the entire account balance to NESS Super;
- you must not be in an **Excluded Occupation**;
- you must provide a copy of your most recent benefit statement as evidence of current cover held;
- your previous cover must not be subject to any premium **Loading**, **Exclusion** or **Restriction** in relation to medical or other conditions, and
- in relation to TSC cover, the waiting period for your former cover must be the same or shorter than the 90 day waiting period under NESS Super.

In addition to the above:

- you must answer some simple questions to determine if cover can be transferred without the need for underwriting and this information must be received by NESS Super within 31 days of being signed and dated, and
- your account balance must be sufficient to deduct the required premium within 90 days of the date your application is received.

How do I make a claim?

NESS Super must be notified in writing within 90 days of an event that is likely to give rise to a claim so the Insurer may be advised. If it is not possible to notify NESS Super within this time, you must notify NESS Super as soon as possible after the event giving rise to the claim. Therefore, if you suffer an injury or illness that could give rise to a claim you should call NESS Super on 1800 022 067 without delay.

Insurance Terms and Glossary

The following definitions form part of the Insurance policy by which insurance cover is provided to you.

Accident Cover

means only where a claim is as a result of **Injury** solely by visible, violent and external means to the body.

Active Employment

means that you are:

(a) actively performing all of the duties and hours of your usual occupation without restriction due to **Illness** or **Injury**; or

(b) if on Employer approved leave (except leave caused by any **Illness** or **Injury**), would be able to attend work and perform your normal duties and hours without restriction due to **Illness** or **Injury**; or

(c) if a Spouse member performing **Home Duties**, actively performing all the functions of **Home Duties**.

Approved Rehabilitation

means a program, device or course of treatment certified by a Doctor or other professional to be necessary for the rehabilitation of a person. The full definition is explained in The Policy.

Australian Resident

An Australian or New Zealand citizen or a person who is the holder of an Australian permanent visa within the meaning of Section 30 of the Migration Act 1958 or resides in Australia on a 457 visa.

Contractor

means a person who is working on a fixed term contract with a duration of at least 12 months that requires the person to perform identifiable duties for a regular number of hours each week.

Consumer Price Index (CPI)

A measure of inflation that compares the cost of living (i.e. goods and services) over time. CPI is calculated and reported by Australian Bureau of Statistics.

Date of Disablement

means the date on which **Total and Permanent Disablement** (TPD) is treated as having occurred which is the earlier of:

(a) the date on which the 3 consecutive months absence from work that results in TPD began, or

(b) the date on which the 3 consecutive months inability to perform **Home Duties** that results in TPD began, or

(c) the date the member suffers the loss of the sight in both eyes, or the use of both limbs, or the sight in 1 eye and the use of 1 limb that results in TPD, or

(d) the date the member suffers the loss of the sight of another eye or the use of another limb, having already suffered the loss of the sight of an eye or the use of a limb that results in TPD,

where:

(a) loss of sight means the complete and irrecoverable loss of sight which is permanent, and

(b) loss of the use of a limb means the permanent loss of the use of a leg from at or above the ankle or an arm from at or above the wrist which is permanent.

Doctor

means a qualified medical practitioner registered to practice in Australia or New Zealand or as otherwise agreed by us. That person may not be the member, a business partner, an immediate family member or the employer of the member.

Excluded Occupation

Unless the Insurer has expressly agreed in writing to provide cover for them under The Policy, occupations which include certain high risk duties are an Excluded Occupation. A complete list of occupations is set out in The Policy. Note that the Insurer has agreed to provide cover for Excluded Occupations where the cover is provided under Default cover.

Exclusion (or Restriction)

Where cover is required to be underwritten, the Insurer may allow additional insurance cover with an exclusion due to an element of a member's medical history. A common example is a back injury exclusion. An exclusion may also apply to certain risky activities such as parachuting for example. If an **Injury** or **Illness** occurs relating to that exclusion, the Insurer will not pay the benefit.

Home Duties

you are performing Home Duties if you are on a full time basis doing all duties related to running the family home. This includes Cleaning, Cooking, Washing, Shopping, and where applicable, Carer. Where:

(a) Cleaning – means cleaning the family home (such as using a vacuum cleaner, sweeping with a broom, using a mop, cleaning dishes (automatic or manually));

(b) Cooking – means cooking the family meals (such as preparing fresh or frozen food, using an oven, stove or microwave oven);

(c) Washing – means doing the family laundry (such as loading and unloading a washing machine and hanging out clothes or using a dryer, folding clothes and ironing);

(d) Shopping – means shopping for food and household items (such as attending shops or using the phone or internet to purchase food or household items for the family);

(e) Carer – means taking care of dependent children less than 16 years of age or in full time secondary education (such as supervising, lifting, transporting, feeding and bathing) or providing full time care for invalid member(s) of your immediate family.

Illness

means a sickness, disease or disorder.

Injury

means bodily injury caused by violent, external and visible means.

Loading

Generally, a percentage applied to a premium that increases the insurance cost to a member after underwriting due to the Insurer taking on a high risk.

Militant Activities

means actively participating or contributing to, an act of terrorism, war or war-like action or civil commotion.

Monthly Benefit

means the lesser of:

(a) the benefit represented by the number of units of cover last accepted for you, or

(b) 75% of your pre-disability **Monthly Income** reduced by any **Other Disability Income** paid to you while you are disabled. Employer super contributions of up to 10% of salary may also be payable to NESS Super if your benefit is restricted under this provision, or

(c) the maximum benefit of $25,000 per month.

Monthly Income

Means

(a) where the person does not directly or indirectly own part of their Employer, their Monthly Income is 1/12th of their current annual pre tax salary from the employer (averaged over the previous 12 months immediately prior to their date of Disability or such shorter period that they have been continuously employed if not for the agreed 12 month period) and 1/36th of the person's past three (3) years' commissions, overtime payments, bonuses, penalty or shift allowances and the monetary value of non-cash benefits or fringe benefits provided by the Insured Person's employer in direct substitution of salary (as long as the fringe benefits continue to be provided to the insured member after Disability benefits payments have commenced). Any investment income, income received from deferred compensation plans, disability income policies or retirement plans or income not derived from vocational activities, are excluded unless we have expressly agreed otherwise; or

(b) where the person is a Self-Employed Member or directly or indirectly owns part or all of a business or practice which is the Employer, that person's Monthly Income is 1/12th of the annual share of the income of that business or practice generated by that person's personal exertion averaged over the previous 12 months immediately prior to the date of Disability or such shorter period that they have been continuously Self-Employed if not for the agreed 12 month period, after the deduction of their share of expenses in generating that income. Any investment income, income received from deferred compensation plans, disability income policies or retirement plans or income not derived from vocational activities, are excluded unless we have expressly agreed otherwise.

New Events cover

means cover for claims arising from an **Illness** or **Injury** that first occurred on or after the date cover last commenced or recommenced.

Other Disability Income

means any income that you were entitled to as a result of incapacity from another insurance policy, workers compensation or other similar legislation, and sick leave. The full definition is explained in The Policy.

Other Occupation

means any occupation the member is qualified to perform by their education, training or experience at the time the Insurer assesses the claim, and includes:

(a) part-time occupations, and

(b) an occupation which may be perceived by the member to be of lower status than the member's previous occupation or an occupation in which the member does not earn as much income as they did in the previous occupation.

Partial Disability

A Temporary Salary Continuance benefit payable where you cease to suffer Total Disability and

(a) have resumed employment; or

(b) are capable of returning to partial employment duties; and

(c) as a result of the Injury or Illness that caused your **Total Disability**, you receive, or would in the Insurer's opinion receive a post-disability income that is less than your **Monthly Income**; and

(d) are undergoing the continuous and regular care of a **Doctor** and undergoing appropriate treatment and care.

Permanent Employee

means an employee who is employed on a permanent basis under an ongoing contract of indefinite duration that:

(a) requires the employee to perform identifiable duties for a regular number of hours each week, and

(b) provides the employee with paid annual leave, sick leave, leave loading and long service leave.

Personal Statement

The Insurer's form which is completed by the member to commence the underwriting process before insurance cover can be accepted. The form includes a declaration of health.

Seasonal Worker

means a person engaged in employment for a specific period of time or to complete a specific job, and where continuity of employment is not guaranteed, regardless of hours worked or period of employment.

Self-Employed Member

means an Eligible Person who is self-employed at the time of completing their Insurance Application and operating as a sole trader or an unincorporated partnership and not in receipt of an Employer Contribution.

Terminal Illness

is a disease or condition that, in the opinion of a specialist medical practitioner approved by the Insurer, is likely to lead to the member's death within 24 months from the date the Insurer receives notification of the member's condition. NESS Super requires additional medical information before it is able to pay that benefit to a member.

Total Disablement or Total Disability

In respect of TSC and SCI cover, means you have a disability caused by an **Injury** or **Illness** and:

(a) are unable to perform one or more of the duties of your regular occupation necessary to produce income; and

(b) are not otherwise employed or engaged in business activity; and

(c) are under the regular care of a **Doctor** and undergoing appropriate treatment and care.

Where an income producing duty is a duty of your occupation immediately before you became disabled which generates 20% or more of your **Monthly Income**.

Total and Permanent Disablement

Means in respect of a member who is:

- aged less than 65 and is gainfully employed as a **Permanent Employee,** a **Self-Employed Member** or **Contractor**, and is working 15 or more hours each week within the 6 months prior to the **Date of Disablement**, is determined under either Part 1, Part 2, or Part 3, or
- aged less than 65 and who was not gainfully employed or is gainfully employed as a **Permanent Employee,** a **Self-Employed Member** or a **Contractor** and is working less than 15 hours each week within the 6 months prior to the **Date of Disablement**, is determined under either Part 2 or Part 3.

Part 1 – Unlikely to Return to Work

The member is unable to do any work as a result of **Injury** or **Illness** for 3 consecutive months and in the Insurer's opinion at the end of that 3 months they continue to be so disabled that they are unlikely to resume their previous occupation at any time in the future and will be unlikely at any time in the future to perform any **Other Occupation**.

Part 2 – Loss of Use of

The member suffers the total, permanent and irrecoverable loss of:

(a) the use of 2 limbs, or

(b) the sight of both eyes, or

(c) the use of 1 limb and sight of 1 eye, and

in the Insurer's opinion they continue to be so disabled that they are unlikely to resume their previous occupation at any time in the future and will be unlikely at any time in the future to perform any **Other Occupation**, where:

(a) loss of sight means the complete and irrecoverable loss of sight which is permanent, and

(b) loss of the use of a limb means the permanent loss of the use of a leg from at or above the ankle or an arm from at or above the wrist which is permanent.

Part 3 – Home Duties

The member suffers an **Illness** or **Injury** which wholly prevents them from:

(a) engaging in **Home Duties** for at least 3 consecutive months; and

(b) since they became ill or injured, they have been under the regular care and attention of a **Doctor** for that **Illness** or **Injury**; and

(c) in the Insurer's opinion, the **Illness** or **Injury** means that they are unlikely to ever again be able to engage in **Home Duties** without assistance from another adult person, despite the use of appropriate aids; and

(d) in the Insurer's opinion, at the end of that 3 months they continue to be so disabled that they are unlikely to resume their previous occupation at any time in the future and will be unlikely at any time in the future to perform any **Other Occupation**.

More information

If you have any questions or would like more information about NESS Super you can contact us by:

Freecall 1800 022 067

Post Ness Super Administration
Locked Bag 20
Parramatta NSW 2124

Web www.nesssuper.com.au

Email nessadmin@aas.com.au

Further information about NESS Super

We are here to help you.

It's important that you tell us if you change address so that you continue to get all the information issued by NESS Super.

You can do this via MemberAccess or you can contact us using any of the ways set out above.

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