

Insurance

Police Blue Ribbon Super

1 October 2018

The information in this document forms part of the **Member Booklet** (Product Disclosure Statement) for Police Blue Ribbon Super members of First State Super, dated 1 October 2018.

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This document has been prepared by FSS Trustee Corporation (referred to in this document as the 'trustee', 'we', 'us' or 'our'), the trustee of the First State Superannuation Scheme (referred to in this document as 'First State Super' or 'the fund'). This document contains general information only. It does not take into account your specific objectives, financial situation or needs. You should consider the information having regard to your personal circumstances. It is recommended that you consult a financial adviser if you require financial advice that takes into account your personal circumstances.

The information contained in this *Member Booklet Supplement* was accurate at the time of its preparation. However, some of the information can change from time to time and the trustee can change matters which are the subject of representations made in the *Member Booklet* and *Member Booklet Supplements*. If the change is not materially adverse, the updated information will be available on our website at firststatesuper.com.au/pdsupdates. A paper copy of this *Member Booklet Supplement* and any update will be available free of charge by contacting us on 1300 650 873.

We may change any matter about First State Super without member consent, but in the case of an increase in fees and charges we will notify members at least 30 days before the change occurs. This offer is only made to persons receiving this *Member Booklet Supplement* and the applicable *Member Booklet* (electronically or otherwise) in Australia.

 When reading this *Member Booklet Supplement*, please note that underlined words have a particular meaning under the insurance policies. These words or terms are explained in the applicable glossaries for Parts 1 and 2 on pages 10 and 23 respectively.

Disclaimer

Part 1 of this document contains information about insurance cover offered to First State Super employer sponsored members, including eligible New South Wales (NSW) Police Officers, under insurance policies issued to the trustee by TAL Life Limited ABN 70 050 109 450, AFSL 237848 (the insurer).

Part 2 of this document contains information about NSW Police Blue Ribbon Insurance, which provides eligible NSW Police officers with death, terminal illness, total and permanent disablement and income protection cover. This cover is provided through First State Super under insurance policies issued to the trustee by TAL Life Limited ABN 70 050 109 450, AFSL 237848 (the insurer).

The insurance cover provided is subject to the terms and conditions contained in the insurance policies (policies) issued to the trustee by the insurer. The terms and conditions of the policies prevail over any inconsistent information in the *Member Booklet (Product Disclosure Statement)* and this *Member Booklet Supplement: Insurance (Police Blue Ribbon)*. The insurance information provided in the *Member Booklet* and this *Member Booklet Supplement* is based on the policies issued by the insurer, and information provided by the insurer about the operation of the policies. The insurer has given and not withdrawn its consent for this information to be included in the *Member Booklet* and this *Member Booklet Supplement* in the form and context in which it appears. The insurer takes no responsibility for any other information contained in the *Member Booklet* and *Member Booklet Supplement*.

Insurance benefits will only become payable if the insurer accepts the relevant claim. Payment of any approved claim will be made by the insurer to the trustee and any insured benefit and any account balance can only be paid to you by the trustee when a condition of release under the *Superannuation Industry (Supervision) Act 1993 (Cth)* is met.

Duty of disclosure: Before you enter into a life insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell the insurer anything that:

- reduces the risk that the insurer insures you for; or
- is common knowledge; or
- the insurer knows or should know as an insurer; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

In exercising the following rights, the insurer may consider whether different types of cover can constitute separate contracts of life insurance. If they do, the insurer may apply the following rights separately to each type of cover.

If you do not tell the insurer anything you are required to, and they would not have insured you if you had told them, the insurer may avoid the contract within 3 years of entering into it.

If the insurer chooses not to avoid the contract, the insurer may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told them everything you should have. However, if the contract has a surrender value, or provides cover on death, the insurer may only exercise this right within 3 years of entering into the contract.

If the insurer chooses not to avoid the contract or reduce the amount you have been insured for, the insurer may, at any time vary the contract in a way that places them in the same position they would have been in if you had told them everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.



Your cover in brief

Eligible NSW Police Officers have access to two separate types of insurance through the fund: automatic cover and its associated options (see Part 1) and Police Blue Ribbon Insurance (see Part 2).

Part 1

Death and total and permanent disablement (TPD) cover

Automatic cover

Automatic insurance cover (automatic cover) for death (including terminal illness) and total and permanent disablement (TPD) is generally provided to you, subject to you satisfying eligibility conditions (see **Eligibility** on page 3). The amount of automatic cover is 3 units of death and TPD cover.

The amount of your automatic cover (i.e. the amount of cover provided by each unit) depends on your insurance category and your age (see pages 5 and 6). Premiums for your automatic cover are deducted from your account monthly in arrears. Cover for part of a month is calculated on a daily basis. For the cost of automatic cover see page 4.

You can opt out of or reduce your automatic cover. However, if you decide you want cover in the future, you will have to go through the full application process and cover will be subject to acceptance by the insurer.

You should confirm whether you are eligible for automatic cover, understand what you are covered for and know when your cover may be limited or cease. Information about First State Super's automatic cover is in Part 1 beginning on page 3.

Start-up bonus cover

Eligible new members can apply for more cover:

- Start-up bonus cover for death – up to an additional 3 units of cover on top of your automatic cover (as long as you have not reduced your automatic cover).
- Additional start-up bonus cover for death – above the total of 6 units of your automatic and start-up bonus cover, but subject to a maximum of 10 times salary or \$1,000,000 whichever is less.

If eligible, to apply for start-up bonus cover, you only have to provide a limited amount of information about your health and lifestyle (provided that you apply within 180 days of us receiving your first superannuation guarantee (SG) contribution from your First State Super participating employer). Your application may be accepted or rejected by the insurer.

Information about eligibility and start-up bonus cover options starts on page 6.

Additional cover

At any time, you can apply for additional death cover. Your application may be accepted or rejected by the insurer. See page 7 for information about additional cover.

Important: If you do not have SG contributions being sent to First State Super (e.g. if you have chosen to have your SG contributions sent to another super fund or you are a State Authorities Superannuation Scheme (SASS) member) you will not be eligible for automatic cover or cover under the start-up bonus or additional start-up bonus cover offers and Part 1 of this *Member Booklet* does not apply to you.

If you would like to make other contributions, in addition to the contributions required for the supplemental Police Blue Ribbon Insurance cover, as discussed in Part 2 of this *Member Booklet*, please contact us to discuss setting up another account.



Part 2

Police Blue Ribbon Insurance

Eligible NSW Police Officers receive the following supplemental Police Blue Ribbon Insurance cover through First State Super:

- death, terminal illness and total and permanent disablement (TPD); and
- income protection insurance cover.

While this cover is generally provided in accordance with the terms of the *Police Act 1990*, the cover is subject to the terms of the Police Blue Ribbon Insurance policy issued to the trustee. If you are an eligible NSW Police Officer, you cannot opt out of this cover. When you cease to be an eligible NSW Police Officer, your Police Blue Ribbon Insurance cover will also cease. There are other cessation events as set out in Part 2.

Information about Police Blue Ribbon Insurance cover (including information about eligibility) is in Part 2, commencing on page 15.

The insurance calculators on our website can help you decide how much insurance you need.





Part 1: Death and TPD cover

About automatic cover

Eligibility

Automatic cover for death (including terminal illness) and TPD is subject to eligibility. To be eligible for automatic cover, you must be a member of First State Super, aged 15 or over and less than 70 years of age, and your employer must be a First State Super participating employer making your SG contributions to First State Super.

Importantly, your automatic cover will be restricted in the following circumstances:

Table 1: Restrictions on cover

Circumstance	How cover is affected
If we receive your first SG contribution from your First State Super participating employer within 6 months of you commencing work with that employer, but you are not <u>at work</u> on the date your employment commenced.	While your automatic cover commences on the date your employment with that First State Super participating employer commenced, you are only eligible for <u>limited cover</u> until the date you meet the <u>at work</u> requirements, at which time you will be eligible for full automatic cover under the policy.
If we do not receive your first SG contribution from your First State Super participating employer within 6 months of you commencing work with that employer.	Your automatic cover will commence on the date that we receive your first SG contribution but, for the first 12 months after your automatic cover commences , you are only eligible for <u>limited cover</u> . If, on the date 12 months after your automatic cover commences, you are: <ul style="list-style-type: none"> ➤ <u>at work</u>, you will be eligible for full automatic cover from that date under the policy; ➤ <u>not at work</u>, your <u>limited cover</u> will continue until the date you meet the <u>at work</u> requirements, at which time you will be eligible for full automatic cover under the policy.
If you have previously been paid a total and permanent disablement type of benefit under a First State Super life insurance policy, or under any other life insurance policy.	Your TPD automatic cover will always be <u>limited cover</u> in the fund.

Cost of automatic cover

The cost of automatic cover is:

Employer/occupational insurance category	Cost per unit per month ¹ (deducted from your account)	
	Death only	Death and TPD
Police	\$15.29	\$32.15

¹ Includes an insurance administration fee of \$0.05 per month for death only cover and \$0.10 per month for death and TPD cover.

This amount is deducted monthly in arrears from your First State Super account. The cost of cover for part of a month is calculated on a daily basis.

First State Super receives a tax deduction for insurance premiums. This tax deduction is passed onto you at the time of the deduction.

The cost of automatic cover may increase in the future. If this happens, you will be notified at least 30 days before the change is implemented.

When does cover start?

Provided you are eligible, your automatic cover will commence on the date you commence employment with a First State Super participating employer if we receive the first SG contribution made for you by that employer within 6 months of you commencing employment with that employer.

When does cover cease?

Your death and, if applicable, TPD cover in First State Super will cease when any of the following occur:

- your membership with First State Super ceases
- there is not enough money in your account to cover the cost of your cover
- you reach age 70 (or 69 in the case of terminal illness cover)
- you die
- a terminal illness or TPD benefit is paid for your full cover under the policy
- if you have any residual death cover after payment of a terminal illness or TPD benefit, the date this residual death cover is paid for you under the policy
- you commence military service (other than in the Australian Armed Forces Reserve if you are not on active duty outside Australia)²
- we receive your request to cancel your cover.

In addition, cover may cease with the insurer under circumstances outlined under the section **Termination of cover** on page 9. See this section on how you can re-apply for cover which has ceased because there is insufficient money in your account.

² It is important that you notify us if you commence military service or if you are in the Australian Armed Forces Reserve and you commence active duty outside Australia. You can also apply at that time for your cover to continue. The insurer may accept (with or without conditions) or decline your application. For more information, see the section **If you are in the Australian Armed Forces Reserve on active duty overseas** on page 9.

Your insurance category

The amount of your insurance cover depends on your insurance category and your age. Each participating employer is given an insurance category based on the general nature of the duties of all its employees. If, when your automatic cover is first activated, you do not have additional insurance cover (which you have applied for through the fund and which is in force), your insurance category is based on the insurance category given to your participating employer (for information about additional cover, see page 6).

If you have previously applied for additional insurance cover through the fund, and the additional cover is in force when your automatic cover is first activated, the insurance category for your automatic cover will be the occupational insurance category for your existing additional cover (see page 7), rather than the employer insurance category given to your participating employer.

The employer insurance categories applying to First State Super participating employers are set out in **Table 2**. The occupational insurance category ratings are also explained in **Table 2**.

For further information on the insurance categories, other than Police, please refer to the *Member Booklet Supplement: Insurance (Employer Sponsored)*.

Occupational rating

You can apply to be occupationally rated for all cover other than supplemental Police Blue Ribbon Insurance. Your application will need to be assessed and accepted by the insurer. If you are occupationally rated, you will be given an insurance category based on your occupation (rather than the employer insurance category given to your participating employer). Your occupationally rated insurance category will then apply for all your insurance cover (other than Police Blue Ribbon Insurance) and will only change if you later become occupationally re-rated. The *Application to change insurance category rating* form is available on our website at firststatesuper.com.au/forms or by contacting us.

If you change employer or occupation

If you change employers, or your occupation with the same employer, your insurance category will not automatically change. To request to update your category, you can apply to have your cover occupationally rated, as explained above.

Table 2: Employer/occupational categories and description of duties

Insurance categories	Description of duties
Basic Plus	<p>You must apply and be accepted by the insurer to be in the Basic Plus category. You will be considered for the Basic Plus insurance category if you work in a low-risk clerical or management occupation and earn more than \$80,000 a year (including superannuation guarantee contributions).</p> <p>The \$80,000 per year may be adjusted on a pro-rata basis if you are a part-time employee.</p>
Public Service + White Collar	<p>Office-based, including professionals such as accountants or lawyers and other occupations or other tertiary-educated people who work in sedentary positions.</p>
Education	<p>Predominantly classroom-based or office-based education roles.</p>
Health	<p>Selected workers in the health sector in roles related to health care.</p>
Government Trading Enterprise + Light Manual	<p>Not purely office-based and not only in sedentary roles. Occupational duties are not of a manual nature or within a hazardous environment. Some trade supervisory roles also fall into this category.</p>
Emergency Services/Manual	<p>Mostly manual occupational duties including occupations such as tradesmen, security guards and manufacturing type of occupations, including apprentices.</p>
Emergency Services/Heavy Manual	<p>Majority of employees' occupations include heavy manual occupations and duties in hazardous environments, including occupations such as cleaners.</p>
Police	<p>Employees of the Police Force who are sworn police officers.</p>



How much is the benefit?

Table 3 shows the amount of death and TPD cover you will receive for one unit of cover for the Police insurance category.

Table 3: Unit-based cover levels for Death and TPD automatic cover (\$ cover per unit – Police insurance category)

Age of member (years)	Police
15-35	69,072
36	67,366
37	65,783
38	64,808
39	60,544
40	55,306
41	54,518
42	49,478
43	44,437
44	39,529
45	34,488
46	30,244
47	25,866
48	22,152
49	19,499
50	16,780
51	16,588
52	14,196
53	12,190
54	10,801
55	9,567
56	8,410
57	7,175
58	6,018
59	4,706
60	4,243
61	3,626
62	3,240
63	2,932
64	2,469
65-69 ¹	2,469

¹ A restricted definition of total and permanent disablement applies from age 65

When will you receive a benefit?

Subject to the terms of the policy, if you have been accepted for cover, a benefit is payable if you:

- die or are diagnosed with a terminal illness while your insurance cover is in force; or
- if you have TPD cover, you become totally and permanently disabled while your insurance cover is in force.

'Terminal illness' and 'totally and permanently disabled' are terms defined in the policy and explained in the **Glossary** on page 10. You must meet certain conditions to be entitled to these benefits.

You are responsible for any costs associated with completing and providing the claim forms (including ongoing claim forms) and any associated documents that the insurer reasonably requires for the assessment of your claim. You may also be asked, at your expense, to provide other evidence that the insurer reasonably requires to substantiate your claim.

The insurer may require you to attend (at its expense) medical examinations by a health professional that it nominates, and/or to undergo tests, that it considers necessary to substantiate your claim.

A terminal illness or TPD benefit can only be paid if the trustee is satisfied that you meet a condition of release under superannuation law. The conditions of release under superannuation law are described in the *Member Booklet Supplement: How super works* available on our website or by contacting us.

Death benefit payments are held by First State Super and distributed together with your superannuation account balance.

Claims while you are overseas

If you are not in Australia when you claim total and permanent disablement or terminal illness, you may be required to return to Australia at your expense for assessment of your claim.

Start-up bonus cover options

Start-up bonus units – death only cover

You can apply, within the time frame specified below, for up to 3 units of additional death cover (start-up bonus units) on top of your 3 units of automatic cover without providing the same level of detail about health and lifestyle that is required in an ordinary application.

Who can apply?

You can apply for the start-up bonus cover if:

- you have automatic cover and you have not reduced it; and
- we receive your first SG contribution made by your First State Super participating employer within 6 months of the date you started work with that employer; and
- your occupation is acceptable to the insurer; and
- you are at work at the time of application.

The application process

To be considered, your completed *Start-up bonus cover for new employer sponsored members* form (available on our website or by contacting us) must be received by us within 180 days of us receiving your first SG contribution made by your First State Super participating employer. Your application may be accepted or declined by the insurer. However, while your application is being considered, you will be eligible for interim accident cover – see page 8.

If your application is accepted

If your application for the start-up bonus cover is accepted by the insurer, your cover will increase from 3 to up to 6 units, depending on the number of additional units you have applied for. These extra units will be at the same insurance category rating and the same cost per unit as your automatic cover (unless you have been rated based on your occupation, in which case the extra units will be at the insurance category for which you have been occupationally rated, or Basic Plus, as applicable). Your cover in respect of the start-up bonus units commences on the date of written acceptance of your application for the start-up bonus cover by the insurer.

Additional start-up bonus cover – death only

When applying for the start-up bonus cover, and using the same form, you may also apply for additional start-up bonus cover (above the total of 6 units, but subject to a maximum of 10 times salary or \$1,000,000, whichever is less) without providing the same level of detail about health and lifestyle that is required in an ordinary application.

If you are eligible to apply for the start-up bonus cover and satisfy the following conditions, you can apply for additional start-up bonus cover if you have not had:

- any death or total and permanent disablement type cover declined or excluded in the past from any fund (including First State Super) or any insurer; and
- a total and permanent disablement type benefit from any fund (including First State Super) or any insurer accepted or declined.

Your application may be accepted or declined by the insurer. While your application is being considered, you will be eligible for interim accident cover – see page 8. If your application is accepted, your additional start-up bonus cover commences on the date of the insurer's written acceptance. The additional start-up bonus cover will be at the same insurance category as your automatic cover (unless you have been rated based on your occupation, in which case the extra cover will be at the insurance category for which you have been occupationally rated, or Basic Plus, as applicable).

Additional death cover

You can apply for additional cover (in addition to any automatic cover, start-up bonus cover or additional start-up bonus cover that you may have) for death only.

Your application may be accepted or rejected by the insurer.

What is the maximum cover?

The maximum amount of insurance cover is:

- unlimited for death; and
- \$5 million for terminal illness, and
- TPD is limited to automatic cover.

What is the cost?

Table 4: Cost of additional cover

Type of cover	Employer/occupational insurance category	Death only ¹ per unit per month
Unit-based	Police	\$15.29
Fixed cover	Depends on your age, the amount of cover, and your employer/occupational insurance category. See Table 5 or use the calculators on our website to calculate the cost of fixed cover. An example of calculating the cost of fixed cover is included on page 9.	

¹ The cost per unit includes an insurance administration fee of \$0.05 per unit.

The cost of your insurance is deducted from your First State Super account each month in arrears. The cost of cover for part of a month is calculated on a daily basis. If you notify us that you wish to reduce or opt out of cover, the amount deducted will be reduced or cease on the day we receive your request.

The cost of unit-based or fixed cover may increase in the future. If this happens, you will be notified at least 30 days before the change is implemented.

The application process

The application form for additional cover is available on our website or by contacting us.

When you apply for additional cover, you will need to provide information about your health, occupation, income and lifestyle. The insurer may, at its discretion, accept your application (with or without conditions) or decline it. While your application is being considered, you will be eligible for interim accident cover (see page 8).

When does cover start?

If your application for additional death only cover is accepted by the insurer, your additional cover commences on the date of the insurer's written acceptance.

When does cover cease?

Your additional cover will cease under the same circumstances as your automatic cover (see page 4).

Your insurance category

If an application for additional cover is accepted by the insurer, you will be given an occupationally rated insurance category or rated Basic Plus, and this insurance category (rather than the insurance category given to your participating employer) will then apply for all your insurance cover (other than Police Blue Ribbon Insurance) and will only change if you later become occupationally re-rated.



Calculating the cost of fixed cover – Police insurance category

Using Table 5:

1. Work out your annual premium per \$1,000 of cover according to your age.
2. Multiply by the number of \$1,000s of cover you wish to apply for (your fixed cover amount divided by \$1,000).
3. Divide the annual premium by 12 for your monthly premium.

Table 5: Annual premium per \$1,000 of death only cover

Age of member (years)	Police
15-35	2.65
36	2.71
37	2.78
38	2.82
39	3.02
40	3.31
41	3.35
42	3.70
43	4.12
44	4.63
45	5.30
46	6.05
47	7.07
48	8.26
49	9.38
50	10.90
51	11.02
52	12.88
53	15.00
54	16.93
55	19.12
56	21.75
57	25.49
58	30.39
59	38.86
60	43.10
61	50.44
62	56.44
63	62.37
64	74.07
65-69	74.07

Interim accident cover for death only

If you are eligible and you apply for start-up bonus, or additional death only cover, you receive interim accident cover for death while your application is being assessed by the insurer. Your interim accident cover starts from the time that the insurer receives a fully completed personal statement and application form and ceases at the earliest of:

- when your application is accepted (on any terms), declined or withdrawn; or
- when the insurer notifies you that your interim accident cover has ceased; or
- you cease to be a member of the fund or eligible for insurance cover through the fund.

The interim accident cover is the lesser of:

- the amount applied for; and
- \$2,000,000.

Interim accident cover covers you where your death is caused solely, directly and independently of any other cause, by accident as long as death occurs within 365 days of the accident.

Benefit payments

All benefit payments (for the total amount of your automatic cover, start-up bonus cover and additional cover) are subject to the maximum levels of cover, the terms of the policy and acceptance of the claim by the insurer. See the section headed **When will you receive a benefit?** on page 6 for further information.

Cancelling or reducing insurance cover

You can reduce your automatic cover to 1 or 2 units of death and TPD cover (see page 4 for the cost per unit of death and TPD cover) or you can opt out of cover altogether.

Alternatively, you can reduce your automatic cover to 1, 2 or 3 units of death only cover (so that you are covered for death and terminal illness, but not TPD). See page 4 for the cost per unit of death only cover.

To reduce your cover, complete the *Application to reduce or cancel insurance cover* form available on our website or by contacting us.

If you reduce or opt out of cover, you can re-apply for cover by providing detailed information about your health, income, occupation and lifestyle as required by the insurer, and cover is subject to acceptance by the insurer. If your application is accepted, cover commences on the date of written acceptance by the insurer.

If you wish to cancel your automatic cover without incurring costs, you must do so within 30 days of being notified that you have received automatic cover by completing the *Application to reduce or cancel insurance cover* form available on our website or by contacting us.

Example

Calculating the cost of fixed cover

For an additional \$50,000 death cover for Sue, a 39-year-old police officer, the premium is calculated as follows:

Level of fixed additional cover	\$1,000s of cover (divide \$50,000 by 1,000)	Multiply by the annual premium per \$1,000 of cover	Annual/monthly premium
\$50,000	50	x \$3.02	= \$151.00 (or \$12.58 per month)

Note: The above example is illustrative only and is based on the factors stated. It should not be taken to contain or provide an estimate of the premiums payable by you.

Termination of cover

Insufficient money in your super to pay the cost of your insurance

Insurance premiums are deducted monthly in arrears from your super account. The cost of cover for part of a month is calculated on a daily basis. If there is not enough money in your account to pay for your insurance cover, the cover will stop. You will then be notified and, if contributions (less any tax due) sufficient to pay the cost of your insurance (and arrears) are received within 28 days of our notice to you that cover has ceased, your cover will automatically be restored from the date cover ceased.

Otherwise, if you remain a member of First State Super, you can apply to reinstate cover by providing detailed information about your health, income, occupation and lifestyle, but reinstatement of cover is subject to acceptance by the insurer. If your application is accepted, reinstated cover commences on the date of written acceptance by the insurer.

Termination of the policy

If the policy issued to the trustee by the insurer terminates and you are at work, the trustee may replace your cover with substantially equivalent cover under a new policy.

If the policy issued to the trustee by the insurer terminates and you are not at work on the termination date, any TPD cover that you had will continue until the earliest of the following:

- you return to work and actively perform all your normal duties and work your usual hours free from any limitation due to illness or injury and you are not entitled to receive income support benefits of any kind; or
- your 70th birthday; or
- the date the insurer accepts or declines a claim for total and permanent disablement benefit claimed by or for you.

If you are in the Australian Armed Forces Reserve on active duty overseas

Unless you successfully apply to the insurer to continue your cover if you are in the Australian Armed Forces Reserve on active duty outside Australia, your cover will cease. In that case, however, cover that ceased will be reinstated on the following basis:

- recommencement at your previous level – immediately after you return from active duty outside Australia, provided your period of active duty is less than 12 months and you are at work at the end of that period; otherwise
- recommencement at the lower of your previous level of cover and three units of automatic cover – on receipt of the next SG contribution from your First State Super participating employer after your period of active duty outside Australia.

If you are not at work on the date cover re-commences, you will only have limited cover until you have been at work for two consecutive months.

Glossary for Part 1

Terms	Meaning under the insurance policy
Accident	Means an unforeseen, violent, external and visible event that occurs accidentally during the period of cover.
At work	Means: <ol style="list-style-type: none"> a) a person who is: <ol style="list-style-type: none"> i) <u>employed</u> with an employer: the person is actively performing or capable of actively performing all of the duties and work hours (for at least 30 hours per week) of their usual <u>occupation</u> with their employer free from any limitation due to <u>illness</u> or <u>injury</u>. A person who is on employer approved leave for reasons other than <u>illness</u> or <u>injury</u>, who would otherwise be capable of performing their usual <u>occupation</u>, will be considered as having met the requirements of this definition; or ii) <u>Self-employed</u>: the person is actively performing or capable of actively performing all of the duties and work hours (for at least 30 hours per week) of their usual <u>occupation</u> free from any limitation due to <u>illness</u> or <u>injury</u>; or iii) <u>unemployed</u>: is capable of actively performing all of the duties and work hours (for at least 30 hours per week) of their usual <u>occupation</u> prior to becoming unemployed, free from any limitation due to <u>illness</u> or <u>injury</u>; or iv) <u>engaged exclusively in unpaid domestic duties</u> on a full time basis: the person is actively performing or capable of performing all of their full-time unpaid <u>domestic duties</u> free from any limitation due to <u>illness</u> or <u>injury</u>; and b) the person is not entitled to, or receiving, income support benefits relating to <u>illness</u> or <u>injury</u>, from any source including but not limited to workers' compensation benefits, statutory transport accident benefits and disability income benefits.
Domestic duties	Means being solely engaged in maintaining the family home. For example: <ul style="list-style-type: none"> ➤ Cooking of meals for your family; ➤ Cleaning of the family home; ➤ Shopping for your family's food; ➤ Doing your family's laundry; and ➤ Taking care of dependent children (if applicable); but excluding any tasks performed for <u>salary</u> , reward or profit.
Employed	Means being employed for remuneration or reward.
Gainful employment or gainfully employed	Means the performance of work for reward or in the expectation of economic benefit to you, or a person or entity connected with you. You can be either <u>employed</u> or <u>self-employed</u> .
Illness	Means sickness, disease or disorder.
Incident date (for TPD cover)	Means in respect of TPD cover, the later of: <ol style="list-style-type: none"> a) the certification date of the <u>injury</u> or <u>illness</u> which caused <u>total and permanent disablement</u>; and b) the date on which you ceased employment as the result of the <u>injury</u> or <u>illness</u> that caused <u>total and permanent disablement</u>. Where a <u>medical practitioner</u> examines and gives a written certification under paragraph (a) and that certification date occurs within 7 days after the date you ceased work under paragraph (b), the <u>incident date</u> will be taken as the earlier date that you ceased work under paragraph (b).
Injury	Means bodily injury which is caused solely and directly by external, violent and accidental means and is independent of any other cause.
Limited cover (for death and TPD cover)	Means that you are only covered for claims arising from an <u>illness</u> which first becomes apparent, or an <u>injury</u> which first occurred, on or after the date the cover started or, if the cover recommenced or was reinstated, on or after the date the cover recommenced or was reinstated.

Terms Meaning under the insurance policy

Maximum levels of cover or maximum cover	<ul style="list-style-type: none"> ➤ death – unlimited ➤ <u>terminal illness</u> – \$5 million ➤ TPD, automatic cover only
Medical conditions	<p>Means one of the following medical conditions:</p> <ul style="list-style-type: none"> (a) Blindness; (b) Cardiomyopathy; (c) Chronic Lung Disease; (d) Dementia and Alzheimer’s disease; (e) Diplegia; (f) Hemiplegia; (g) Loss of Hearing; (h) Loss of Speech; (i) Major Head Trauma; (j) Motor Neurone Disease; (k) Multiple Sclerosis; (l) Muscular Dystrophy; (m) Paraplegia; (n) Parkinson’s disease; (o) Primary Pulmonary Hypertension; (p) Quadriplegia; (q) Severe Rheumatoid Arthritis; (r) Tetraplegia <p>The definitions for these Medical Conditions are set out from page 13.</p>
Medical practitioner	<p>Means, unless the insurer agrees otherwise, a <u>medical practitioner</u> legally qualified and registered to practice in Australia, who is not you, your spouse, a relative, business partner, shareholder or your employee.</p> <p>Chiropractors, physiotherapists and alternative health providers are not regarded as medical practitioners.</p>
Occupation	<p>Means the employment or activity in which you are principally <u>employed</u> or <u>self-employed</u>.</p>
Salary	<p>If you are <u>employed</u> – your annual remuneration received from personal exertion, including base salary, bonuses, fees, regular overtime, commission and fringe benefits, but not including investment income, income received from deferred compensation plans, disability income policies or retirement plans and income not derived from personal exertion. Employer superannuation contributions made for you are also not included.</p> <p>If you are <u>self-employed</u> – the amount earned by the business directly due to your own work, less your share of business expenses for the business, but before the deduction of income tax for the business (or the relevant portion for part of a financial year).</p>
Self-employed	<p>Means you are performing activities for remuneration or reward in a business of which you directly or indirectly own all or part.</p>
Terminal illness and terminally ill <small>Note: if you were an insured member before 1 July 2014 and your cover has continued in force, you should contact us for the relevant definition.</small>	<p>Means, if your death cover commenced, recommenced or was reinstated on or after 1 July 2014:</p> <ul style="list-style-type: none"> a) two <u>medical practitioners</u> have jointly or separately certified in writing, that you are suffering from an <u>illness</u>, or have incurred an <u>injury</u>, that is likely to result in your death 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 <u>medical practitioners</u> is a specialist practicing in an area related to the <u>illness</u> or <u>injury</u> suffered by you; c) the certification referred to in paragraph (a) occurs while you continue to have death cover under the policy; d) for each of the certifications, the certification period has not ended; and e) the insurer is satisfied, on medical or other evidence, that despite reasonable medical treatment, the <u>illness</u> or <u>injury</u> will lead to your death within the certification period.

Total and permanent disablement or totally and permanently disabled

Note: if you were an insured member before 1 July 2014 and your cover has continued in force, you should contact us for the relevant definition.

The following definition of total and permanent disablement applies to you if your total and permanent disablement cover commenced, recommenced or was reinstated on or after 1 July 2014.

You must meet the applicable criteria below at the time of claim:

1. Part (i) below if, at the incident date, you:
 - (a) are aged less than 65; and
 - (b) are employed or self-employed, or have been unemployed for less than 12 months; or
2. Parts (i) and (ii) below if, at the incident date, you:
 - (a) have been unemployed for greater than 12 months; or
 - (b) are aged 65 or more; or
3. Parts (i) and (iii) below if, at the incident date, you are solely engaged in domestic duties.

Part (i) Unlikely to work

You:

- (a) solely because of a medical condition, have been absent from your occupation from the incident date; or
- (b) have been absent from your occupation through illness or injury for three consecutive months from the incident date; and
- (c) have become incapacitated through illness or injury to such an extent as to render yourself unlikely ever to engage in or work for gain or reward in any occupation or employment for which you are reasonably qualified by reason of education, training or experience;

Part (ii) Activities of daily living

You, through illness or injury, are permanently unable to perform two of the following six 'activities of daily living' unaided:

- (a) Bathing – to shower or bathe;
- (b) Dressing – to dress or undress;
- (c) Toileting – to use the toilet, including getting on and off;
- (d) Feeding – to eat and drink;
- (e) Mobility – to get out of bed or chair or wheelchair; or
- (f) Continence – to control bladder and bowel function.

If you can perform the activity by using special equipment you will be considered able to undertake that activity unaided;

Part (iii) Domestic duties

You, as a result of illness or injury:

- (a) are under the regular care of a medical practitioner; and
- (b) are unable to perform normal domestic duties; and
- (c) are unable to leave your home unaided; and
- (d) have not engaged in any employment for a period of six consecutive months; and
- (e) at the end of six months, you have become incapacitated to such an extent as to render yourself likely to require ongoing medical care and be unlikely ever to engage in domestic duties.

Medical condition definitions

Medical condition	Definition
Blindness	Means the permanent loss of sight in both eyes, whether aided or unaided, due to <u>illness</u> or <u>injury</u> 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.
Cardiomyopathy	Means a condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, that is Class 3 on the New York Heart Association classification of cardiac impairment.
Chronic Lung disease	Means permanent end stage respiratory failure with FEV1 test results of consistently less than one litre, requiring continuous permanent oxygen therapy.
Dementia and Alzheimer's disease	Means the 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.
Diplegia	Means the total loss of function of both sides of the body due to <u>illness</u> or <u>injury</u> where such loss of function is permanent.
Hemiplegia	Means the total loss of function of one side of the body due to <u>illness</u> or <u>injury</u> , where such loss of function is permanent.
Loss of Hearing	Means complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of <u>illness</u> or <u>injury</u> , as certified by a specialist <u>medical practitioner</u> the insurer considers appropriate.
Loss of Speech	Means 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 specialist <u>medical practitioner</u> .
Major Head Trauma	Means an <u>injury</u> to the head resulting in neurological deficit causing, as certified by a Consultant Neurologist, either: <ol style="list-style-type: none"> 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" 4th Edition or an equivalent guide to the evaluation of impairment approved by the insurer; or b) the permanent and irreversible inability to perform without the assistance of another person any one of the following activities of daily living: <ol style="list-style-type: none"> (i) dressing – the ability to put on and take off clothing; (ii) bathing – the ability to wash or shower without assistance; (iii) toileting – the ability to use the toilet, including getting on and off; (iv) mobility – the ability to get in and out of bed or a chair; (v) continence – the ability to control bowel and bladder function; or (vi) feeding – the ability to get food from a plate into the mouth.
Motor Neurone Disease	Means motor neurone disease diagnosed by a Consultant Neurologist.
Multiple Sclerosis	Means 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 the insurer. There must have been more than one episode of well-defined neurological deficit with persisting neurological abnormalities.
Muscular Dystrophy	Means the unequivocal diagnosis of muscular dystrophy by a Consultant Neurologist.

Medical condition	Definition
Paraplegia	Means the permanent loss of use of both legs, or both arms, resulting from spinal cord <u>illness</u> or <u>injury</u> .
Parkinson's disease	<p>Means the unequivocal diagnosis of Parkinson's disease by a Consultant Neurologist where the Consultant Neurologist confirms that the condition:</p> <ul style="list-style-type: none"> a) is the established cause of two or more of the following: <ul style="list-style-type: none"> (i) muscular rigidity; (ii) resting tremor; or (iii) bradykinesia; and b) has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit. <p>The person must be following the advice and treatment of a Specialist Neurologist.</p>
Primary Pulmonary Hypertension	Means 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.
Quadriplegia	Means the permanent loss of use of both arms and both legs resulting from spinal cord <u>illness</u> or <u>injury</u> .
Severe Rheumatoid Arthritis	<p>Means the unequivocal diagnosis of severe rheumatoid arthritis by a Rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:</p> <ul style="list-style-type: none"> a) at least a six week history of severe Rheumatoid Arthritis which involves three or more of the following joint areas: <ul style="list-style-type: none"> (i) proximal interphalangeal joints in the hands; (ii) metacarpophalangeal joints in the hands; and (iii) metatarsophalangeal joints in the foot, wrist, elbow, knee or ankle; b) simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone); and c) typical rheumatoid joint deformity and at least two of the following criteria: <ul style="list-style-type: none"> (i) morning stiffness; (ii) rheumatoid nodules; (iii) erosions seen on X-ray imaging; or (iv) the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis. <p>Degenerative osteoarthritis and all other arthritides are excluded.</p>
Tetraplegia	Means the total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain <u>illness</u> or <u>injury</u> or spinal cord <u>illness</u> or <u>injury</u> .



Part 2: Police Blue Ribbon Insurance

Supplemental death, terminal illness and total and permanent disablement (TPD) and income protection insurance cover is provided for eligible NSW Police Officers through First State Super. While this supplemental cover is generally provided in accordance with the terms of the *NSW Police Act 1990*, the cover is subject to the terms of the Police Blue Ribbon Insurance policy.

Police Blue Ribbon Insurance cover is provided in addition to the automatic cover provided to employer-sponsored members of First State Super. Please refer to Part 1 to confirm whether you are eligible for automatic cover, the details of automatic cover provided and when it may be limited or cease.

In describing Police Blue Ribbon Insurance cover, there are a number of terms and expressions used which have a special meaning. These terms and expressions are underlined and their meaning is explained in the Glossary on page 23. While some of the definitions may be similar to the definitions that apply to the First State Super cover described in Part 1, they may not be identical.

Who is eligible for Police Blue Ribbon Insurance cover?

Police Blue Ribbon Insurance cover is compulsory for all NSW Police Officers who are eligible. You are eligible for Police Blue Ribbon Insurance cover if:

- a) you are a NSW Police Officer;
- b) you are a member of the First State Superannuation Scheme;
- c) you have not received a D & D Award Benefit; and
- d) you are not a member of the:
 - i) Police Superannuation Scheme (PSS); or
 - ii) State Superannuation Scheme (SSS).

If you are a NSW Police Officer and a member of the State Authorities Superannuation Scheme (SASS), special rules apply, as follows:

- you are eligible for income protection insurance cover under Police Blue Ribbon Insurance;
- if you do not have additional benefits cover (SASS additional benefit cover (ABC)), you are also eligible for death, terminal illness and TPD insurance cover under Police Blue Ribbon Insurance;
- if you have SASS ABC you are not eligible for death, terminal illness and TPD insurance cover under Police Blue Ribbon Insurance.

If you are eligible, you cannot opt out of Police Blue Ribbon Insurance cover, however it will cease automatically when you are no longer an eligible NSW Police Officer.

When does Police Blue Ribbon Insurance cover commence?

If you are an eligible NSW Police Officer who is sworn in on or after 1 October 2013 you do not need to apply for Police Blue Ribbon Insurance cover. Please refer to **Table 6** to determine when your cover for Police Blue Ribbon Insurance benefit starts.

Table 6

Criteria	Benefit	When cover starts
You are an eligible NSW Police Officer who is sworn in on or after 1 October 2013 and you are <u>at work</u> and working for at least 15 hours per week on the date that you are sworn in.	Death, TPD, terminal illness and income protection cover.	The date on which you are sworn in.
You are an eligible NSW Police Officer who is sworn in on or after 1 October 2013 and you are <u>not at work</u> and working for at least 15 hours per week on the date that you are sworn in.	Death, TPD, terminal illness and income protection cover.	The date on which you are <u>at work</u> and performing your pre-disability duties for at least 15 hours per week for two consecutive months.

If you are an eligible NSW Police Officer who was sworn in before 1 October 2013 please call us on 1300 650 873 to determine when your cover for Police Blue Ribbon Insurance benefits started.

To be at work you must, in the insurer's opinion, be capable of performing your identifiable work duties (not being certified permanently restricted duties) without restriction by illness or injury for at least 15 hours a week (whether or not you are actually working those hours) and not entitled to or receiving income support benefits relating to illness or injury, from any source, including but not limited to, workers' compensation benefits, statutory transport accident benefits and disability income benefits.

 If you have any questions about your eligibility or your cover start date, please call us on 1300 650 873.



Insurance terms and expressions

In describing Police Blue Ribbon Insurance, there are a number of terms and expressions used which have a special meaning. These terms and expressions are underlined and their meaning is explained in the **Glossary** on page 23. While some of the definitions may be similar to the definitions that apply to the First State Super automatic cover, they may not be identical.

What is the cost?

You and your employer, NSW Police, share the cost of the Police Blue Ribbon Insurance cover. *The Police Act 1990* requires:

- you to contribute 1.8% of your salary towards Police Blue Ribbon Insurance. This contribution will be deducted from your salary and is paid to NSW Police. This is in addition to the cost of any First State Super automatic cover (and any additional cover you may have); and
- NSW Police pay First State Super the premium required to provide the Police Blue Ribbon Insurance cover as an employer contribution.

The total premium for you will be credited to your First State Super account as a contribution, and then deducted, at the end of each month while your Police Blue Ribbon Insurance cover continues.

The trustee and NSW Police may revise these arrangements from time to time. The trustee, in conjunction with NSW Police, will notify you of changes and, if the change is adverse, will do so before the change is implemented.

If the only reason you have a First State Super account is to enable the compulsory Police Blue Ribbon Insurance to be provided, you will not have the automatic cover described in Part 1 and the fund's monthly administration fee of \$4.33 will be paid for you by NSW Police.

What is Police Blue Ribbon Insurance death, terminal illness and TPD cover?

The death, terminal illness and TPD insurance benefits payable under the Police Blue Ribbon Insurance cover are lump sum amounts.

When you are covered, the level of death and terminal illness benefit (but not TPD benefit) depends on whether you are on duty or off duty when the injury or illness which caused death or terminal illness arose.

The insurer will take into account all medical and any other relevant information to determine whether death, terminal illness or TPD cover is payable.

Maximum cover limit

The maximum cover limit is \$2 million, which is the maximum amount of death, terminal illness and TPD cover under Police Blue Ribbon Insurance.

How much is the on duty death and terminal illness cover?

If you are aged under 61, the amount of your on duty death and terminal illness cover is calculated as a multiple of your salary depending on your age and a service factor at the date of death or terminal illness.

If you are aged 61 or older, the amount of your on duty cover is a fixed lump sum amount, and it is the same as your off duty cover.

On duty cover for death ceases when you reach age 65.

On duty cover for terminal illness ceases when you reach age 64.

Subject to the maximum cover limit, on duty death and terminal illness cover amount is calculated as follows:

- Step 1** salary x multiple of salary based on age (see **Table 7**)
- = base sum insured (BSI) for Police Blue Ribbon Insurance death and terminal illness cover
- Step 2** BSI x service factor
- = actual sum insured (ASI) for Police Blue Ribbon Insurance death and terminal illness cover.

The total is reduced, if necessary, to the maximum cover limit.

Table 7

Age attained	Multiple of salary
Less than or equal to 44 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71
61 to 64 years of age	Fixed lump sum equivalent to the <u>off duty</u> amount
65 or over	Cover ceases

How is the service factor calculated?

Your service factor is calculated from your cover start date, and it is calculated every 28 days. The service factor is calculated by NSW Police based on the percentage of full-time workload that is undertaken during each 28 day period of employment, and averaged over the term of employment from the later of 1 July 2005 and the commencement of employment with NSW Police. The service factor for each 28 day period is calculated as follows:

$$\frac{\text{The total number of normal hours you have worked in the 28 days}}{\text{The total number of possible hours you could have worked in the 28 days}}$$

The service factor cannot be greater than one.

Example

Calculating on duty death and terminal illness cover

Full-time service

Ann's salary is \$63,000. She was 47 years old at the time she was on duty and died in an accident on 13 October 2011. Ann had been working full time since 1 July 2011 (15 weeks).

Step 1 salary x multiple of salary based on age = base sum insured (BSI)

Ann's BSI is $\$63,000 \times 7.69 = \$484,470$

Step 2 BSI x service factor = actual sum insured (ASI)

Ann's ASI is $\$484,470 \times 1^1 = \$484,470$

¹ normal hours worked of 38 hours per week for 15 weeks/possible hours worked of 38 hours per week for 15 weeks = 1

Part-time service

Peter's full time equivalent salary is \$60,000. Peter was 45 years old at the time he was on duty and died in an accident on 26 February 2011. Peter had been working 38 hours per week between 10 November 2006 and 9 February 2008 (15 months) and then negotiated a part time work agreement to work at 75% of his possible hours from 12 February 2008 until his accident while on duty on 26 February 2011 (36 months at 75%).

Step 1 salary x multiple of salary based on age = base sum insured (BSI)

Peter's BSI is $\$60,000 \times 8.20 = \$492,000$

Step 2 BSI x service factor = actual sum insured (ASI)

Peter's ASI is $\$492,000 \times 0.824^2 = \$405,408$

² normal hours worked of 164 hours average per month for 15 months + 123 hours average per month for 36 months/possible hours worked of 164 hours per month for 51 months = 0.824

Note: The above examples are illustrative only and are based on the factors stated. It should not be taken to contain or provide an estimate of the cover available to you.

How much is the off duty death and terminal illness cover?

Subject to the maximum amount of cover, the amount of off duty death and terminal illness cover is a lump sum fixed amount that depends on your age at the date of death or terminal illness, as determined from **Table 8**. The lump sum in the table is the level as at 1 July 2018 and will be indexed each 1 July in line with increases in the annual pay increase percentage for NSW Police Officers as advised by NSW Police each July.

Off duty cover for death ceases when you reach age 65.

Off duty cover for terminal illness ceases when you reach age 64.

Table 8

Age attained	Lump sum (as at 1 July 2018)
Up to and including 60 years of age	\$373,002
61 years of age	\$298,399
62 years of age	\$223,801
63 years of age	\$149,132
64 years of age	\$74,601
65 years of age	No cover

How much is the TPD cover?

Subject to the maximum amount of cover, and that the level of TPD cover will not be greater than the death cover, the amount of your TPD cover is calculated as a multiple of your salary for your age at the date of total and permanent disablement, as shown in **Table 9**:

Table 9

Age attained	Multiple of <u>salary</u>
18-44	3.25
45	2.95
46	2.70
47	2.44
48	2.17
49	1.90
50	1.63
51	1.34
52	1.19
53	1.04
54	0.95
55	0.91
56	0.78
57	0.76
58	0.64
59	0.62
60	0.50
61	0.43
62	0.38
63	0.38
64	0.36
65 or over	Cover ceases

When does death, terminal illness and TPD cover cease?

Police Blue Ribbon Insurance death, terminal illness and TPD insurance cover will cease when the first of the following events occurs:

- you cease employment as a NSW Police Officer;
- you cease to be a member of First State Super;
- at midnight on the day before you reach age 65, or 64 for terminal illness cover;
- when the amount of the Police Blue Ribbon Insurance insured benefit becomes payable as a result of your death, terminal illness or total and permanent disablement;

- the day you commence duty with the armed forces of any country (other than the Australian Armed Forces Reserve if you are not on active duty outside Australia), until your employment as a NSW Police Officer resumes and you are at work on that date;
- 30 days after the due date for payment of the premium for Police Blue Ribbon Insurance cover if the premium has not been paid to the insurer i.e. Police Blue Ribbon Insurance policy, or
- the termination of the Police Blue Ribbon Insurance policy between the insurer and the trustee under which death, terminal illness and TPD benefits are provided. If you are not at work on the date that the Police Blue Ribbon Insurance policy terminates, your TPD cover continues on a limited basis. If you are in this situation, please call us on 1300 650 873.

Police Blue Ribbon Insurance death, terminal illness and TPD insurance cover is also further affected by travel and unpaid leave, explained below.

Non-work related travel

The insurer will provide death, terminal illness and TPD cover for up to 12 months if you travel overseas on non-NSW Police-related business, except to a country that the Department of Foreign Affairs and Trade (DFAT) has issued travel advice as published on its website dfat.gov.au under one of the following headings:

- Level 3 – Reconsider the need to travel, or
- Level 4 – Do not travel,

(a 'DFAT-listed country').

Death, terminal illness and TPD cover is not provided for travel to a DFAT-listed country from the moment of arrival in, until the moment of departure from, such country.

Should you require death, terminal illness and TPD cover beyond 12 months, you must obtain the insurer's approval before the 12-month period expires.

Overseas secondment by NSW Police

If NSW Police second you to any country for education, conferences, fact-finding, extraditions, investigations or witness statement gathering purposes, and at the time of the proposed travel you will be visiting a DFAT-listed country, NSW Police must give the insurer prior notice of secondment and the insurer will need to approve continued death, terminal illness and TPD cover while you are visiting that country.

In the event of a secondment of a police officer to any country for disaster relief, disaster aid or peace-keeping missions, NSW Police must give the insurer prior notice and the insurer must approve continued death, terminal illness and TPD cover, or cover will not be provided during the mission.

Claims and overseas travel

In the event of a terminal illness or TPD claim, the insurer may require you to return to Australia at your own expense for assessment, unless you are resident in Canada, New Zealand, the United Kingdom, the United States of America or any other country to which the insurer may agree from time to time.

What happens if you go on leave without pay?

If NSW Police approves your leave without pay and insurance premiums continue to be paid on your behalf to First State Super, then your Police Blue Ribbon Insurance cover remains in force for your period of approved leave up to a maximum of 12 months. If you would like your cover to continue beyond that time, you must apply to NSW Police and the insurer for approval (and your application must be accepted by the insurer) before your period of approved leave ends, or 12 months after your approved leave started, whichever is earlier.

While you are on approved leave without pay you will be required to make arrangements to pay 1.8% of your salary to NSW Police to keep your Police Blue Ribbon Insurance cover in place. If you do not make this arrangement, cover will cease.

If your leave without pay is not approved by NSW Police, your Police Blue Ribbon Insurance cover stops when your leave starts.

Claim during leave without pay

If a claim for death, terminal illness or TPD occurs under Police Blue Ribbon Insurance cover during a period of approved leave without pay, then your salary for the purposes of calculating your benefit will be your salary immediately before your leave started.

How do you make a TPD or a terminal illness claim?

If you are off work due to illness or injury where you may be entitled to make a TPD claim, you and NSW Police will need to notify the trustee of a possible claim as early as possible. The trustee will then notify the insurer which will advise you of its requirements to commence assessment of the claim.

The assessment of a TPD claim involves the collection of medical and other evidence and the insurer's assessment of whether you meet the definition of total and permanent disablement. This may mean that a decision by the insurer is not made until some 12-18 months after you last worked. In some cases, a decision may take even longer. The fact that you are receiving workers' compensation, Veteran Affairs benefits, or a disability pension, does not automatically mean that you will be eligible to receive a TPD benefit under the Police Blue Ribbon Insurance cover.

You should notify the trustee of a possible terminal illness claim as early as possible. The trustee will then notify the insurer which will advise you of its requirements to commence assessment of the claim.

 For information about notifying a possible claim, or making a claim, please contact NSW Police on 1800 222 122 or First State Super on 1300 650 873.

Information on the assessment and payment of Police Blue Ribbon Insurance claims is provided on page 22.

What is Police Blue Ribbon income protection insurance?

Income protection insurance cover is not included with the automatic insurance cover provided to employer-sponsored members of First State Super, however it is included with Police Blue Ribbon Insurance cover for eligible NSW Police Officers. Unlike death, terminal illness and TPD cover, which provides lump sum insurance, income protection is monthly income replacement insurance.

If you are covered, the maximum period during which the benefit is paid (the benefit period) and the waiting period before any benefit is payable, depend on whether you are on duty or off duty when the illness or injury for which you are eligible to claim occurs, as shown in Table 10:

Table 10

	On duty	Off duty
Monthly disability benefit	75% of pre-disability income	75% of pre-disability income
Benefit period	7 years	2 years
Waiting period	6 months plus 13 weeks	60 days
Maximum cover	\$13,000 monthly disability benefit	\$13,000 monthly disability benefit

The insurer will apply the terms of the Police Blue Ribbon Insurance policy to determine whether the income protection cover payable is on the on duty or off duty basis. Any income protection benefit payable is limited to the maximum cover and will be reduced by any other disability income which accrues to you during that month. Some limitations and exclusions apply, as explained on page 22 under the heading **When income protection benefits are not payable.**

Benefit indexation

If you are receiving a benefit on the on duty basis for a continuous period longer than 12 months, the amount of the benefit will be increased from each anniversary of the commencement of the benefit period by the lesser of CPI (or similar index) and 5%. The insurer calculates the amount of this indexation increase in accordance with the terms of the Police Blue Ribbon Insurance policy.

When are you eligible for a monthly disability benefit?

If you have cover, you will be eligible to receive a monthly disability benefit if:

- you have been totally disabled or partially disabled for the waiting period (and totally disabled for at least 7 out of 12 consecutive days during the waiting period); and
- you are totally disabled at the end of the waiting period, or immediately following a period during which the partial disability benefit has been payable; and
- your pre-disability income is reduced due to your total disability.

The monthly disability benefit will be paid monthly in arrears and the amount of your benefit accrues daily on a pro-rata basis. Payments will commence from the later of the first day after the waiting period and, where applicable, the date you ceased to be partially disabled and became totally disabled. Your monthly disability benefit payments will cease to be paid on the earliest of:

- the date you are no longer totally disabled;
- the date of your death;
- your 60th birthday; or
- the expiry of the benefit period.

When are you eligible for a partial disability benefit?

If you have cover, you will be eligible to receive a partial disability benefit if:

- you have been totally disabled for at least 7 out of 12 consecutive days during the waiting period; and
- you are partially disabled at the end of the waiting period, or immediately following a period during which the monthly disability benefit has been payable.

The partial disability benefit will be paid monthly in arrears and the amount of your benefit accrues daily on a pro-rata basis. Payments will commence from the later of the first day after the waiting period and the day on which you ceased to be totally disabled.

Monthly partial disability benefit payments will cease to be paid on the earliest of:

- the date you are no longer partially disabled;
- the date of your death;
- your 60th birthday; or
- the expiry of the benefit period.

The partial disability benefit payable is calculated as follows:

$$\frac{\text{Pre-disability income} - \text{Return to employment income}}{\text{Pre-disability income}} \times \text{Monthly disability benefit}$$

Any benefit payable is subject to the maximum cover.

Recurrent disability

If you return to gainful employment after a period during which you received a monthly disability benefit or partial disability benefit for less than your benefit period, and you are eligible to claim again due to the same or a related illness or injury – a recurrent disability claim – the first claim period, and each recurrent disability claim period, are added together when determining your benefit period.

If your recurrent disability claim occurs:

- within six months after the end of the earlier period of disability, the waiting period reduces to zero;
- six months or more after the end of the earlier period of disability, the waiting period reduces to 30 days.

Rehabilitation expense benefit

If you are totally disabled or partially disabled, and are entitled to or in receipt of a benefit, the insurer may pay for the cost of an approved rehabilitation expense if it is used for a program of rehabilitation that:

- will directly assist you in returning to gainful employment or increasing the number of hours you can work (up to your pre-disability hours) in any occupation; and
- the insurer and your medical practitioner approve the approved rehabilitation expense before it is incurred.

Any approved rehabilitation expense that the insurer agrees to pay will be paid directly to the rehabilitation program provider monthly in arrears.

Income protection cover during leave without pay

If NSW Police approves your leave without pay, and your insurance premiums continue to be paid on your behalf to First State Super, then your Police Blue Ribbon Insurance cover remains in force for your period of approved leave up to a maximum of 12 months. If you would like your cover to continue beyond that time, you must apply to NSW Police and the insurer for approval (and your application must be accepted by the insurer) before your period of approved leave ends, or 12 months after your leave started, whichever is earlier.

While you are on approved leave without pay you will be required to make arrangements to pay 1.8% of your salary to NSW Police to keep your Police Blue Ribbon Insurance cover in place. If you do not make this arrangement, cover will stop.

If your leave without pay is not approved by NSW Police, your Police Blue Ribbon Insurance cover stops when your leave starts.



Claim during leave without pay

If a claim for an income protection benefit under Police Blue Ribbon Insurance cover occurs during a period of approved leave without pay, then your pre-disability income will be based on your salary immediately before your leave started. Also, you will not be entitled to a benefit until the date that you were scheduled to return from leave, or the end of the waiting period, whichever is later.

How do you make an income protection insurance claim?

If you are off work due to illness or injury where you may be entitled to make a claim, you and NSW Police will need to notify the trustee of a possible claim as early as possible. The trustee will then notify the insurer which will advise you of its requirements to assess the claim.

Information on the assessment and payment of Police Blue Ribbon Insurance claims is provided below.

Claim while you are overseas

If you are outside Australia and on claim for total disability or partial disability for more than 12 months, the insurer may refuse to continue paying benefits unless, at your expense, you return to Australia. You may also be required to return to Australia at your expense for initial and ongoing assessment of your claim.

 For information about notifying of a possible claim, or making a claim, please contact NSW Police on 1800 222 122 or First State Super on 1300 650 873.

When income protection benefits are not payable

Income protection benefits are not payable if a payment would contravene the *Private Health Insurance Act 2007* or other related legislation. Benefits are also not payable in the following circumstances:

- intentional self-inflicted injury or any attempt to commit suicide;
- normal pregnancy or childbirth; or
- war, which includes any act of war (whether declared or not), revolution, invasion or rebellion.



When does your income protection cover cease?

Your income protection cover in First State Super will cease at the date any of the following occur:

- you cease employment as a NSW Police Officer;
- you cease to be a member of First State Super;
- you die;
- you reach age 60;
- in the circumstances explained under the heading – **Income protection cover during leave without pay**;
- you commence military service (other than the Australian Armed Forces Reserve if you are not on active duty outside Australia); or
- the termination of the Police Blue Ribbon Insurance policy between the insurer and the trustee under which income protection benefits are provided. If you are not actively performing all your duties as a NSW police officer and you are not working your usual hours free from any limitation due to illness or injury on the date that the Police Blue Ribbon Insurance policy terminates, you will continue to have income protection insurance cover on a limited basis. If you are in this situation, please call us on 1300 650 873.

Assessment of Police Blue Ribbon Insurance claims

You are responsible for any costs associated with completing and providing the claim documentation (including claim forms) and associated documents that the insurer reasonably requires from time to time to assess your claim.

The assessment of a TPD, terminal illness or income protection claim involves the collection of medical and other evidence which you will be asked to provide, usually at your expense. The insurer may require you (at its expense) to:

- attend medical examinations by a medical practitioner or other health professional nominated by the insurer;
- provide financial statements and records, income tax returns and assessments, and any other relevant information reasonably necessary to assess the claim;
- in the case of income protection claims, to satisfactorily participate in rehabilitation where, in the insurer's reasonable opinion, it is considered appropriate to assist in your return to work; and/or
- provide other relevant evidence and/or attend meetings that the insurer reasonably considers is necessary to substantiate your claim.

Payment of Police Blue Ribbon Insurance claims

Payment of a claim must be accepted by the insurer and the trustee must be satisfied that you meet a condition of release under superannuation law before any payment is made. Any applicable tax will be deducted from a benefit prior to payment. The conditions of release under superannuation law are described in the *Member Booklet Supplement: How super works* on our website or by contacting us.

If you die, any insurance benefit will be paid to your account at First State Super. Your account balance and any insurance benefit will be distributed to your beneficiaries in accordance with the trustee's policies. Read the *Member Booklet Supplement: Nominating beneficiaries* (available on our website or by contacting us) for more information about how your death benefit is paid.

Glossary for Part 2

Terms	Meaning
Approved rehabilitation expense	Means an amount the insurer may pay to cover the cost of occupational or vocational rehabilitation programs (other than a rehabilitation program provided for under <u>Health Insurance Legislation</u>) provided to assess, assist and support you, while in receipt of a monthly disability benefit or a partial disability benefit, to return, or attempt to return, to your <u>occupation</u> , or any other occupation.
Approved rehabilitation program	Means a program, device, work or course of treatment approved by the insurer, NSW Police and a <u>medical practitioner</u> that will assist your rehabilitation and your return to <u>gainful employment</u> , but excluding any program providing hospital treatment or an ancillary health service within the meaning of the <i>National Health Act 1953</i> (Cth) or any other program which might cause the Police Blue Ribbon Insurance policy to cease to be exempt from the <i>National Health Act 1953</i> (Cth) or <i>Health Insurance Act 1973</i> (Cth) or any similar legislation in connection with health insurance.
At work	Means an employed member who in the insurer's opinion is: <ol style="list-style-type: none"> capable of performing their identifiable work duties (not being <u>certified permanently restricted duties</u>) without restriction by <u>illness</u> or <u>injury</u> for at least 15 hours a week (whether or not they are actually working these hours); and not entitled to, or receiving, income support benefits relating to injury or illness, from any source including, but not limited to, workers' compensation benefits, statutory transport accident benefits and disability income benefits.
Benefit period	Means the maximum period for which the insurer will pay a monthly disability benefit or partial disability benefit for a claim. The length of the benefit period depends on whether you are <u>on duty</u> or <u>off duty</u> when the <u>illness</u> or <u>injury</u> for which you are eligible to claim occurs, as shown in Table 10 on page 20. All periods of claim in relation to <u>total disability</u> and <u>partial disability</u> for the same or related illness or injury will be added together to determine the benefit period. Please refer to the recurrent disability section on page 21 for more information.
Certified permanently restricted duties	Means that the NSW Police Force has, in respect of an employed member: <ol style="list-style-type: none"> made a permanent appointment that is not temporary or part of a return to work plan; and issued a formal letter to the member confirming the appointment and new position number for the permanently restricted duties role; and the member is not entitled to, or receiving, income support benefits relating to illness or injury, from any source including, but not limited to, Workers' Compensation benefits, statutory transport accident benefits and disability income benefits.
D & D Award Benefit	Means a partial and permanent disability benefit or a total and permanent disablement benefit prescribed by the Crown Employees (Police Officer Death and Disability Award 2005).
Full time	Means employed by NSW Police as a full time police officer to perform <u>full time hours</u> .
Full time hours	Means 76 hours per fortnight.
Gainful employment or gainfully employed	Means the performance of work for reward or in the expectation of economic benefit to you, or a person or entity connected with you.
Health Insurance Legislation	Means the National Health Act 1953 (Cth), Health Insurance Act 1973 (Cth), Private Health Insurance Act 2007 (Cth) or any similar legislation or regulation in connection with health insurance, as amended from time to time.
Illness	Means sickness, disease or disorder.
Incident date	Means, in respect of <u>total and permanent disablement</u> cover, the later of: <ol style="list-style-type: none"> the certification date of the <u>injury</u> or <u>illness</u> which caused <u>total and permanent disablement</u>; and the date that you cease work as the result of the <u>injury</u> or <u>illness</u> that caused <u>total and permanent disablement</u>. Where a <u>medical practitioner</u> examines you and gives a written certification under paragraph a), and that certification date occurs within 7 days after the date that you ceased work under paragraph b), the <u>Incident Date</u> will be taken as the earlier date that you ceased work under paragraph b). For the avoidance of doubt, you cease work for the purposes of this definition when, as a result of the <u>injury</u> or <u>illness</u> , you are no longer able to attend work as a NSW Police Officer.
Income producing duty	Is a duty that is crucial to the generation of your <u>pre-disability income</u> .
Injury	Means bodily injury which is caused solely and directly by external, violent and accidental means and is independent of any other cause.
Medical practitioner	Means, unless the insurer agrees otherwise, a medical practitioner legally qualified and registered to practice in Australia, who is not you, your spouse, relative, employee or business partner. Chiropractors, physiotherapists, psychologists and alternative health providers are not regarded as medical practitioners. If the claimed condition is a psychological condition diagnosed in accordance with the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), the definition of a Medical Practitioner means a person who is legally qualified and registered as a practicing psychiatrist by the relevant medical registration boards and/or the Specialist Recognition Advisory Committee coordinated through the Australian Health Insurance Commission, who is not you, your spouse, relative, employee or business partner.
Normal hours	Means the <u>full time hours</u> or <u>part time hours</u> you are contracted to perform each week or fortnight by NSW Police not including any hours over the contracted amount.

Terms	Meaning
Occupation	Means employment as a police officer.
Off duty	Means any time that a police officer is not <u>on duty</u> .
On duty	Means duty in the course of employment (where employment means being engaged in employment for remuneration or reward as a NSW Police Officer) and includes journeying to or from work and responding to an incident from the time of the call.
Other disability income	<p>Means any income (other than <u>return to employment income</u>) which you may derive during a month for which the monthly disability benefit or partial disability benefit is payable and includes:</p> <ol style="list-style-type: none"> any benefit payable under other income protection insurance policies; any benefit under any worker's compensation, statutory compensation, pension, social security or similar schemes or other similar state, federal or territory legislation; any benefit paid under state or federal legislation such as the Department of Veteran Affairs; and any other income payments including employer funded sick leave entitlements. <p>Any other disability income which is in the form of a lump sum, or is commuted for a lump sum, has a monthly equivalent of one sixtieth (1/60th) of the lump sum over a period of 60 months.</p> <p>If it can be shown that a portion of the lump sum represents compensation for pain and suffering, or the loss of use of a part of the body, the insurer will not take that portion into account as other disability income.</p>
Own occupation period	<p>Means the shorter of:</p> <ul style="list-style-type: none"> ➔ a period of 24 months from the start of the <u>benefit period</u>; and ➔ the period commencing from the date you are first <u>totally disabled</u> to the earlier of the: <ol style="list-style-type: none"> date of medical discharge; and last day employed by the NSW Police as a Police Officer.
Part time	Means employed by NSW Police as a part time police officer to perform <u>part time hours</u> .
Part time hours	Means the hours you are employed to perform <u>part time</u> , measured on a fortnightly basis and will be less than <u>full time hours</u> .
Partial disability or partially disabled	<p>Means that, in the insurer's opinion, solely as a result of an <u>illness or injury</u> that caused you to be <u>totally disabled</u>:</p> <ul style="list-style-type: none"> ➔ during the <u>own occupation period</u>, you have returned to work in any capacity, <u>gainful employment</u> or otherwise, but do not have the capacity to work as a NSW police officer at the same level you were working at prior to commencement of <u>total disability</u>; ➔ during the balance of the <u>benefit period</u> (if any) after the expiry of the <u>own occupation period</u>, you have returned to work, or in the insurer's reasonable opinion you are capable of returning to work, in an occupation for which you are reasonably qualified by education, training or experience; ➔ your <u>return to employment income</u> is less than your <u>pre-disability income</u>; and ➔ you are under the regular care of a <u>medical practitioner</u> and, in the insurer's reasonable opinion, are complying with the advice and treatment given by that <u>medical practitioner</u>.
Possible hours	Means 38 hours per week or 76 hours per fortnight as set out in the <i>Crown Employees (Police Officers – 2009) Award</i> .
Pre-disability income	<ol style="list-style-type: none"> if you are employed <u>full time</u> immediately prior to becoming <u>totally disabled</u>, means your salary at the date of <u>total disability</u> divided by 12; or if you are employed <u>part time</u> immediately prior to becoming <u>totally disabled</u>, means an amount calculated using the following formula: $\left(\frac{\text{your part time hours}}{\text{full time hours}} \right) \times \frac{\text{your salary at the date of total disability}}{12}$ <p>If you are on approved leave without pay at the date of <u>total disability</u>, then your <u>salary</u> will be your <u>salary</u> immediately before your approved leave started.</p>
Return to employment income	<p>Means</p> <ol style="list-style-type: none"> during the <u>own occupation period</u>, the gross income received by you during a month in respect of which a partial disability benefit may be payable, and which is earned as a consequence of your personal exertion (including commissions, bonus and other payments that the insurer reasonably considers form part of your remuneration package), less all expenses incurred by you in connection with earning that income during that month; or during the balance of the <u>benefit period</u> (if any) after the expiry of the <u>own occupation period</u>, the gross income you receive through personal exertion, or you are capable of receiving, in an occupation for which you are suited by education, training or experience through personal exertion, during a month in respect of which a partial disability benefit may be payable (including commissions, bonus and other payments that the insurer reasonably considers may form a part of your remuneration package), less all expenses incurred by you in connection with earning that income during that month. The insurer will calculate the amount you are capable of receiving based on medical advice, which will include the opinion of your <u>medical practitioner</u>. <p>Note: For the purpose of calculating your return to employment income:</p> <ol style="list-style-type: none"> employer superannuation contributions are not included; and if you are <u>self-employed</u>, your share of business expenses are not included.

Terms	Meaning
Salary	<p>For non-commissioned officers, salary means the <u>possible hours equivalent base salary</u> as prescribed by the <i>Crown Employees (Police Officers – 2011) Interim Award</i> (or in any amended or replacement Award) plus 17%.</p> <p>For commissioned officers, salary means the <u>possible hours equivalent of remuneration</u> as prescribed by the <i>Crown Employees (Police Officers – 2011) Interim Award</i> (or in any amended or replacement Award) as it relates to an officer's remuneration.</p>
Self-employed	Means you are performing activities for remuneration or reward in a business of which you directly or indirectly own all or part.
Terminal illness	<p>Means:</p> <ol style="list-style-type: none"> two <u>medical practitioners</u> have certified that you suffer from an <u>illness</u>, or have incurred an <u>injury</u>, that is likely to result in your death within a period of 12 months of the certification; and at least one of the <u>medical practitioners</u> is your treating specialist (and practises in an area related to the <u>illness</u> or <u>injury</u>); and less than 12 months has passed since the date of each certification; and each certification was issued while you were covered for a <u>terminal illness</u> benefit under the Police Blue Ribbon insurance policy; and the insurer is satisfied that, despite reasonable medical treatment, the <u>illness</u> or <u>injury</u> will lead to your death within 12 months of the certification.
Total disability or totally disabled	<p>Means that, in the insurer's opinion, while covered under Police Blue Ribbon insurance, solely as a result of an <u>illness</u> or <u>injury</u>:</p> <ul style="list-style-type: none"> ➤ for the <u>own occupation period</u>, you are unable to perform at least one <u>income producing duty</u> of your employment as a NSW police officer; ➤ for the balance of the benefit period (if any) after the <u>own occupation period</u>, you are unable to perform at least one duty that is crucial to the generation of income from any occupation for which you are reasonably qualified by education, training or experience; ➤ you are not working in any capacity, <u>gainful employment</u> or otherwise; and ➤ you are under the regular care of a <u>medical practitioner</u> and, in the insurer's reasonable opinion, you are complying with the advice and treatment given by that <u>medical practitioner</u>.
Total and permanent disablement	<p>The following definition of total and permanent disablement applies to you if your total and permanent disablement cover commenced, recommenced or was reinstated on or after 1 July 2014.</p> <p>You must meet the applicable criteria below at the time of claim:</p> <ol style="list-style-type: none"> Part (i) below if, on the <u>incident date</u>, your <u>normal hours</u> are 15 hours each week or more; or Parts (i) and (ii) below if, on the <u>incident date</u>, your <u>normal hours</u> are less than 15 hours each week. <ol style="list-style-type: none"> Unlikely to work You have been absent from your occupation as a police officer through <u>injury</u> or <u>illness</u> for six consecutive months and have provided proof to the insurer's satisfaction that you have become <u>incapacitated</u> to such an extent as to render yourself unlikely ever to engage in any <u>gainful profession, trade or occupation</u> for which you are reasonably qualified by reason of education, training or experience. Activities of daily living You, because of <u>injury</u> or <u>illness</u>, have become permanently unable to perform the basic activities normally undertaken as part of everyday life. This will be evidenced by you being unable to undertake any two of the activities listed below: <ol style="list-style-type: none"> Bathing – to shower or bathe; Dressing – to dress or undress; Toileting – to use the toilet, including getting on and off; Feeding – to eat and drink; Mobility – to get in or out of a wheelchair; or Continence – to control bladder and bowel function. <p>If you can perform the activity on your own by using special equipment you will not be considered unable to perform the activity.</p>
Waiting period	<p>Means the continuous period (6 months and 13 weeks, or 60 days, whichever is applicable), commencing from the date a <u>medical practitioner</u> certifies you as totally disabled, and for which you have to be <u>totally disabled</u> or <u>partially disabled</u>, before the monthly disability benefit or partial disability benefit is payable.</p> <p>If, during the waiting period, you return to <u>gainful employment</u>, the waiting period will still be regarded as continuous if your return to work is for 5 days or less and you again become <u>totally disabled</u> or <u>partially disabled</u> as a result of the same <u>injury</u> or <u>illness</u>. The days you returned to <u>gainful employment</u> will be added to the waiting period.</p> <p>If you returned to <u>gainful employment</u> for more than 5 days, then a new waiting period will commence.</p> <p>There may be circumstances where you participate in an <u>approved rehabilitation program</u> which includes a return to <u>gainful employment</u> during the waiting period. If you are unsuccessful in returning to <u>gainful employment</u> as part of an <u>approved rehabilitation program</u> at the same capacity as prior to becoming <u>totally disabled</u> or <u>partially disabled</u>, the waiting period will still be deemed to commence as at the first date you became <u>totally disabled</u> and will not recommence if your return to <u>gainful employment</u> is greater than 5 days.</p> <p>Any days that you returned to <u>gainful employment</u> as part of an <u>approved rehabilitation program</u> will not be added to the waiting period.</p>



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