



FSC GUIDANCE NOTE 11

Group Insurance Takeover Terms

9 May 2013

FSC Membership this Guidance Note is most relevant to:	This Guidance Note is relevant to FSC Members broadly. However, it is particularly relevant for life insurance companies, superannuation trustees and advice licensees (and their representatives).
Date of this version:	9 May 2013
History (prior version) of this Guidance Note:	September 2000
Main Purpose of this Guidance Note:	<ul style="list-style-type: none">▪ To provide guidance to insurers when cover under a current Group Insurance Policy is transferred to another insurer; and▪ To specify when an incoming insurer becomes responsible for claims and the <i>acceptance terms</i> on which it takes over the cover.

Table of Contents

	<u>Paragraph</u> :	<u>Page</u>
Title.....	1	3
Date of Issue.....	2	3
Application of Guidance Note	3	3
Statement of Purpose.....	4	3
Principles of Group Insurance Takeover Terms.....	5	4
Definitions	6	4
Amount of Insurance Subject to Takeover Terms.....	7	7
Underwriting and Acceptance Terms.....	8	7
Not at Work Certificate	9	7
Death.....	10	7
Terminal Illness.....	11	8
TPD Cover	12	9
Group Salary Continuance (GSC).....	13	10
Special cases.....	14	11
Adjudication	15	11
Responsibility Chart.....	16	12
Attachment: Takeover Terms Chart (A guide)		13

1 Title

- 1.1 This Guidance Note may be cited as FSC Guidance Note No. 11 *Group Insurance Takeover Terms*.

2 Date of Issue

- 2.1 Originally issued July 1999; updated 1 September 2000; updated 9 May 2013.
- 2.2 This Guidance Note applies from 1 June 2013.

3 Application of Guidance Note

- 3.1 This Guidance Note should be considered as a guide to best practice for FSC Members. All registered Life, General Insurance and Reinsurance companies providing group insurance are encouraged to adopt this Guidance Note.
- 3.2 Despite the provisions of this Guidance Note, this Guidance Note does not take precedence over the provisions of a group insurance policy and does not create legal rights which do not otherwise exist under the group insurance policy.
- 3.3 This Guidance Note can apply to all group insurance policies issued by insurers who are FSC members, including policies insuring Industry Funds, Multi-Employer Funds (also known as Master trusts), Corporate Superannuation Funds and ordinary (non-superannuation) corporate business. It applies to all divisions within those funds such as the Personal Division, Employer-Sponsored Division, Spouse Division, and Retained Benefits Division.
- 3.4 The takeover terms under this Guidance Note have no application if the only cover which is provided by the *outgoing insurer* for the *transferring member* on the day before the *takeover date* is extended cover, interim accident cover or any other type of ancillary cover.

4 Statement of Purpose

- 4.1 The purpose of this Guidance Note is:
- to provide guidance to insurers when cover under a current group insurance policy is transferred to another insurer;
 - to specify when cover under the *incoming insurer's* policy commences in respect of any *transferring member*, the minimum *acceptance terms* on which the *incoming insurer* takes over cover from the *outgoing insurer* and when cover under the *outgoing insurer's* policy ceases in respect of any *transferring member*;
 - to clarify that, when cover under a current group insurance policy is transferred to another insurer, a *transferring member* will not, by virtue of the transfer (unless otherwise agreed by the *incoming insurer*), be entitled to

insured benefits in excess of those to which they would have been entitled had the cover not been transferred;

- to ensure that there is a seamless transition of a *transferring member's* cover from the *outgoing insurer* to the *incoming insurer* and that there are no gaps in the *transferring member's* cover; and
- to provide an adjudication process where there is a dispute between an *incoming insurer* and *outgoing insurer* as to which party is on risk with respect to a claim from a *transferring member*.

5 Principles of Group Insurance Takeover Terms

5.1 This Guidance Note is based on the following principles:

- generally the *outgoing insurer* is responsible for claims arising before the *takeover date*;
- generally the *incoming insurer* is responsible for claims arising on or after the *takeover date*;

and provides rules for determining whether a claim has arisen before the *takeover date* (which is the responsibility of the *outgoing insurer*) or on or after the *takeover date* (which is the responsibility of the *incoming insurer*).

6. Definitions

6.1 In this Guidance Note:

6.1.1 “*activities of daily living*” mean the following:

- (a) Dressing – the ability to put on and take off clothing;
- (b) Bathing – the ability to wash or shower;
- (c) Toileting – the ability to use the toilet, including getting on and off;
- (d) Mobility – the ability to get in and out of bed or a chair; or
- (e) Feeding – the ability to get food from a plate into the mouth.

6.1.2 “*acceptance terms*” means the terms on which the *incoming insurer* agrees to provide cover to a *transferring member* without the *transferring member* providing evidence of their state of health. This does not include price.

6.1.3 “*at work*” means the *transferring member* is:

- (a) where the person is:
 - i. employed with an employer;

- ii. self-employed; or
- iii. neither employed with an employer (i) or self-employed (ii) but engaged in domestic duties on a full-time basis;

the person is:

- actively performing the duties of his or her *usual occupation* or, if not actively performing the duties of his or her *usual occupation*, capable of doing so; and
- not in receipt of, or entitled to claim, *income support benefits* from any source.

- (b) where the person does not fall under paragraph (a) i, ii, iii above, the person is able to perform all of the *activities of daily living* without the assistance of another person.

A *transferring member* who does not meet these requirements is correspondingly described as “*not at work*”.

6.1.4 “*date of certification*” means:

- (a) for cover which is superannuation business, the date or, if two different dates, the later of the dates on which two registered medical practitioners certify in writing, jointly or separately, that the *transferring member* suffers from a *terminal illness*, where at least one of the registered medical practitioners is a specialist practising in an area related to the sickness or injury suffered by the *transferring member*;
- (b) for cover which is business other than superannuation business, the date a registered medical practitioner certifies in writing that the *transferring member* suffers from a *terminal illness*, where the registered medical practitioner is a specialist practising in an area related to the sickness or injury suffered by the *transferring member*.

6.1.5 “*full cover*” means cover for any sickness or injury.

6.1.6 “*GSC*” means group salary continuance.

6.1.7 “*income support benefits*” means monetary benefits which are paid or entitled to be paid to replace a person’s loss of income or income earning capacity as a result of sickness or injury and include, but are not limited to, the following categories of benefits:

- (a) benefits payable under Commonwealth or State legislation to replace loss of income or income earning capacity due to disability;

- (b) benefits payable under an insurance policy to replace loss of income due to disability, whether or not those benefits are payable directly to the person;
 - (c) benefits payable under a superannuation fund in respect of the person's temporary incapacity.
- 6.1.7 "*incoming insurer*" means the insurer which is on risk for the *transferring member* on and after the *takeover date*.
- 6.1.8 "*new events cover*" means cover other than cover for a sickness or injury which has directly or indirectly caused the *transferring member* to be *not at work* on the day before the *takeover date*.
- 6.1.9 "*outgoing insurer*" means the insurer which ceases to be on risk for the *transferring member* as at the end of the day before the *takeover date*.
- 6.1.10 "*recurrent disability*" means a disability to which 13.7 applies.
- 6.1.11 "*takeover date*" means the date on which the *incoming insurer's* policy commences.
- 6.1.12 "*terminal illness*" means suffering from a sickness, or incurring an injury, that is likely to result in death within 12 months.
- 6.1.13 "*TPD*" means total and permanent disablement.
- 6.1.14 "*transferring member*" means a person who was covered under the *outgoing insurer's* group insurance policy on the day before the *takeover date* and in respect of whom replacement cover commences under the *incoming insurer's* policy on and from the *takeover date*.
- 6.1.15 "*usual occupation*" means:
 - (a) For a *transferring member* who is employed by an employer, the role the member is performing for the employer.

If, however, there has been a change to that role due to sickness or injury within the 12 months before the *takeover date* with the result that the member's position description changed or the member's duties and/or hours were reduced in that period, the *usual occupation* is the role the member was performing for the employer before such sickness or injury occurred;
 - (b) for a *transferring member* who is self-employed, the role in which the member is engaged in his or her business which generates the greatest amount of income for the business;
 - (c) for a *transferring member* who is neither employed with an employer nor self-employed but who is performing domestic duties on a full-time basis, the member's normal domestic duties.

7 Amount of Insurance Subject to Takeover Terms

- 7.1 Takeover terms apply to an amount of cover and forward underwriting limit equal to that provided by the *outgoing insurer* for each *transferring member*. Increases in cover due to a change in the benefit formula at the *takeover date* will be outside the takeover provisions and will be subject to the *acceptance terms* of the *incoming insurer*.

8 Underwriting and Acceptance Terms

- 8.1 The *incoming insurer* will automatically accept *transferring members* on *acceptance terms* no less favourable than the terms provided by the *outgoing insurer* on the day before the *takeover date*, subject to the *incoming insurer's* quotation and the following conditions:

- (a) Existing cover in excess of the *incoming insurer's* automatic acceptance limit will be taken over on *acceptance terms* no less favourable than the terms provided by the *outgoing insurer* immediately before the *takeover date*, including any forward underwriting limits.
- (b) proof of previous group insurance arrangements must be supplied by the *outgoing insurer*, if available, to the *incoming insurer*. This may include details of individual acceptance terms if applicable. This proof is to be supplied within 90 days of the *takeover date* unless otherwise agreed by the *incoming insurer*.

9 Not at work Certificate

- 9.1 The *incoming insurer* and/or the *outgoing insurer* may choose to ask for a "not at work certificate" for *transferring members* employed by an employer. Details of members who are *not at work* due to sickness or injury will be provided to the *incoming insurer*, if available. It is acknowledged that this information may not be accessible under superannuation type business.

10 Death

- 10.1 The *outgoing insurer* provides death cover for a *transferring member* up until midnight on the day before the *takeover date*. On and from the *takeover date*, the *incoming insurer* provides death cover for the *transferring member*. Premiums for the *transferring member* are paid to the *incoming insurer* on and from the *takeover date*. This 10.1 applies subject to 10.2 to 10.4.
- 10.2 As the *outgoing insurer* provides death cover to a *transferring member* up until midnight on the day before the *takeover date*, the *outgoing insurer* is liable in respect of a death claim of a *transferring member* if death occurs before the *takeover date*.
- 10.3 The *incoming insurer* provides death cover to a *transferring member* if that member's death occurs on and from the *takeover date*, regardless of:
- (a) any pre-existing conditions the *transferring member* may have had; and

- (b) the *transferring member's* at work status on the day before the *takeover date*.

The *incoming insurer* is, therefore, liable for a claim in respect of the death of a *transferring member* if that member's death occurs on or after the *takeover date*.

- 10.4 If a *terminal illness* benefit or *TPD* benefit is, or becomes, payable by the *outgoing insurer* for a *transferring member* at any time, then the amount of death cover provided by the *incoming insurer* for the *transferring member* is no greater than the amount of death cover the *outgoing insurer* would have provided for the *transferring member* under its policy on the day before the *takeover date* allowing for the payment of the *terminal illness* benefit or *TPD* benefit.

11 Terminal Illness

- 11.1 The *outgoing insurer* provides *terminal illness* cover for a *transferring member* up until midnight on the day before the *takeover date*. On and from the *takeover date*, the *incoming insurer* provides *terminal illness* cover for the *transferring member*. Premiums for the *transferring member* are paid to the *incoming insurer* on and from the *takeover date*. This 11.1 applies subject to 11.2 to 11.5.
- 11.2 If a *transferring member* is terminally ill and the *date of certification* is before the *takeover date*, the *outgoing insurer* is liable for that *terminal illness* claim regardless of the *at work* status of the *transferring member* on the day before the *takeover date*. Otherwise, the *outgoing insurer* is not liable for the *terminal illness* claim of a *transferring member*. The *outgoing insurer* is not liable for any difference between the *transferring member's* death cover amount and the amount of any *terminal illness* benefit paid or payable where death does not occur prior to the *takeover date*.
- 11.3 The *incoming insurer* is liable for the *terminal illness* claim of a *transferring member* except where the *date of certification* is before the *takeover date*, in which case the *outgoing insurer* is liable for the *terminal illness* under 11.1.
- 11.4 If a *terminal illness* benefit is, or becomes, payable by the *outgoing insurer* for a *transferring member* at any time, then no *terminal illness* cover is ever provided by the *incoming insurer* for the *transferring member*.
- 11.5 If a *TPD* benefit is, or becomes, payable by the *outgoing insurer* for a *transferring member* at any time, then the amount of *terminal illness* cover provided by the *incoming insurer* for the *transferring member* is no greater than the amount of *terminal illness* cover the *outgoing insurer* would have provided for the *transferring member* under its policy on the day before the *takeover date* allowing for the payment of the *TPD* benefit.

12 TPD Cover

- 12.1 The *outgoing insurer* provides *TPD* cover for a *transferring member* up until midnight on the day before the *takeover date*. On and from the *takeover date*, the *incoming insurer* provides *TPD* cover for the *transferring member*. Premiums for the

transferring members are paid to the *incoming insurer* on and from the *takeover date*. This 12.1 applies subject to 12.2 to 12.8.

- 12.2 If the *transferring member* is *at work* on the day before the *takeover date*, the *TPD* cover the *incoming insurer* provides on and from the *takeover date* is *full cover*. In this case, the *outgoing insurer* provides no *TPD* cover on and from the *takeover date*.
- 12.3 If the *transferring member* is not *at work* on the day before the *takeover date*, the *TPD* cover the *incoming insurer* provides on and from the *takeover date* is *new events cover*. The *new events cover* applies until the *transferring member* is *at work* on or after the *takeover date*. While the *new events cover* applies, the *outgoing insurer* provides *TPD* cover which is not *new events cover*. Once the *transferring member* is *at work* on or after the *takeover date*, the *TPD* cover the *incoming insurer* provides is *full cover* and the *outgoing insurer* ceases to provide any *TPD* cover.
- 12.4 If, therefore, a *transferring member* is *at work* on the day before the *takeover date*, the *incoming insurer* is liable for any *TPD* of the *transferring member*. Conversely, the *outgoing insurer* is not liable for any *TPD* of the *transferring member*.
- 12.5 If, however, a *transferring member* is not *at work* on the day before the *takeover date*, the *outgoing insurer* is liable for a *TPD* of the *transferring member* arising from the sickness or injury which caused the *transferring member* to be not *at work* on the day before the *takeover date*. The *incoming insurer* is liable for any other *TPD*, namely a *TPD* which does not arise from the sickness or injury which caused the *transferring member* to be not *at work* on the day before the *takeover date*.
- 12.6 The *outgoing insurer's* liability under 12.5 continues until the *transferring member* is *at work* on or after the *takeover date*, at which time the *incoming insurer* becomes liable for any *TPD*, regardless of the sickness or injury it arises from.
- 12.7 If a *TPD* benefit is, or becomes, payable by the *outgoing insurer* for a *transferring member* at any time, then no *TPD* cover is ever provided by the *incoming insurer* for the *transferring member*.
- 12.8 If a *terminal illness* benefit is, or becomes, payable by the *outgoing insurer* for a *transferring member* at any time, then the amount of *TPD* cover provided by the *incoming insurer* for the *transferring member* is no greater than the amount of *TPD* cover the *outgoing insurer* would have provided for the *transferring member* under its policy on the day before the *takeover date* allowing for the payment of the *terminal illness* benefit.

13 GSC Cover

- 13.1 The *outgoing insurer* provides *GSC* cover for a *transferring member* up until midnight on the day before the *takeover date*. On and from the *takeover date*, the *incoming insurer* provides *GSC* cover for the *transferring member*. Premiums for the *transferring members* are paid to the *incoming insurer* on and from the *takeover date*. This 13.1 applies subject to 13.2 to 13.7.

- 13.2 If the *transferring member* is *at work* on the day before the *takeover date*, the GSC cover the *incoming insurer* provides on and from the *takeover date* is *full cover*. In this case, the *outgoing insurer* provides no GSC cover on and from the *takeover date* except for a *recurrent disability* (as to which refer 13.7).
- 13.3 If the *transferring member* is not *at work* on the day before the *takeover date*, the GSC cover the *incoming insurer* provides on and from the *takeover date* is *new events cover*. The *new events cover* applies until the *transferring member* is *at work* on or after the *takeover date*. While the *new events cover* applies, the *outgoing insurer* provides GSC cover which is not *new events cover*. Once the *transferring member* is *at work* on or after the *takeover date*, the GSC cover the *incoming insurer* provides is *full cover* and the *outgoing insurer* ceases to provide any GSC cover except for a *recurrent disability* (as to which refer 13.8).
- 13.4 If, therefore, a *transferring member* is *at work* on the day before the *takeover date*, the *incoming insurer* is liable for any disability of the *transferring member*. Conversely, the *outgoing insurer* is not liable for any disability of the *transferring member*. The only exception to this is in the case of *recurrent disability* (as to which refer 13.8).
- 13.5 If, however, a *transferring member* is not *at work* on the day before the *takeover date*, the *outgoing insurer* is liable for a disability of the *transferring member* arising from the sickness or injury which caused the *transferring member* to be not *at work* on the day before the *takeover date*. The *incoming insurer* is liable for any other disability, namely a disability which does not arise from the sickness or injury which caused the *transferring member* to be not *at work* on the day before the *takeover date*.
- 13.6 The *outgoing insurer's* liability under 13.5 continues until the *transferring member* is *at work* on or after the *takeover date*, at which time the *incoming insurer* becomes liable for any disability, regardless of the sickness or injury it arises from. The only exception to this is in the case of *recurrent disability* (as to which refer 13.8).
- 13.7 Despite 13.1 to 13.6, if:
- (a) before the *takeover date* the *outgoing insurer* paid GSC benefits for a *transferring member* or a member subsequently makes a valid claim under the policy; and
 - (b) the *transferring member* suffers a recurrence of the disability for which the *outgoing insurer* previously paid GSC benefits for the *transferring member* or a member subsequently makes a valid claim under the policy; and
 - (c) the recurrence occurs on or after the *takeover date* but within 6 months of the date GSC benefits were last payable by the *outgoing insurer* for the relevant disability;

the *outgoing insurer* remains liable for any GSC benefits payable in respect of the recurrence of the relevant disability as well as any subsequent recurrence or recurrences provided each subsequent recurrence occurs within 6 months of the date GSC benefits were last payable by the *outgoing insurer* in respect of the relevant disability.

- 13.8 The *outgoing insurer* is only liable to pay GSC benefits for a *recurrent disability* under 13.7 until the expiry of the benefit payment period which applied to the *transferring member* under the terms of the *outgoing insurer's* policy. However, any waiting period which applied to the *transferring member* under the terms of the *outgoing insurer's* policy no longer applies.
- 13.9 If the *outgoing insurer* is liable for any GSC benefits, the benefits include all ancillary benefits available on the day before the *takeover date*.

14 Special Cases

- 14.1 Where this Guidance Note does not adequately deal with the circumstances of a *transferring member*, the *incoming insurer* may be willing to negotiate special terms in respect of the member.
- 14.2 Cases where special negotiations may be required will include any members for whom it may be unclear which insurer will be providing cover. All parties concerned will want to be certain there are neither gaps in coverage nor doubling up.
- 14.3 Takeover terms rely on insurers accepting claims that fairly belong to them according to the doctrine of utmost good faith. All claims will be assessed according to each insurer's normal processes and timetables. Delay in assessment will not cause claims that legitimately belong to the *outgoing insurer* to pass to the *incoming insurer*.
- 14.4 Insurers will be free to negotiate "knock for knock" agreements or other loss-sharing arrangements between themselves after settlement of the *transferring member's* claim as long as these negotiations and arrangements do not involve the fund trustee, administrator or members.

15 Adjudication

15.1 The Process

- 15.1.1 An independent determination may sometimes be required as to which insurer is responsible for a claim. Where there is a dispute between the insurers, this will be adjudicated by an independent expert.
- 15.1.2 Where there is a dispute between insurers as to which insurer is responsible for a particular claim, either insurer may provide written notice of the dispute to the other insurer (*notice of dispute*).
- 15.1.3 The disputing insurers (*parties*) must then appoint an independent expert within 30 days of the *notice of dispute* being issued.
- 15.1.4 The *parties* may provide written submissions outlining the nature of its argument to the independent expert but must do so within 30 days of the *notice of dispute* being issued.
- 15.1.5 Where the independent expert requests further information from the *parties*, such information must be provided within 7 days of receipt of such request.

15.1.6 The cost of the independent expert will be borne by the *party* who is assessed to be responsible for the claim.

15.1.7 The determination of the independent expert will be binding on the *parties*.

15.2 The Independent Expert

15.2.1 The independent expert will be a person appointed by agreement between the *parties* who is not employed, contracted or otherwise engaged by either *party* for any reason. The independent expert must be genuinely independent of both *parties*, who has expertise and experience in the assessment of claims under policies of life insurance, the type of which is in dispute between the *parties*.

15.2.2 Failing agreement, the independent expert will be appointed by the President, or other senior office bearer, of the Law Society of New South Wales.

15.2.3 The independent expert shall review the merits and make an assessment of the disputed claim and may:

(a) make a determination as to which *party* must take responsibility for the claim; or

(b) request further information from the *parties* and defer further assessment and determination of the claim to a specified later date.

15.2.4 The independent expert must notify the *parties* in writing of its determination with respect to the disputed claim as soon as possible and no later than within 7 days of the date the determination is made.

16 Responsibility Chart

16.1 The attached chart demonstrates how the preceding provisions of this guidance note are intended to work in practice in various situations. However, the chart does not cover every possible situation and therefore is a guide only. If there is an inconsistency between this chart and preceding provisions of this guidance note, the preceding provisions prevail to the extent of the inconsistency.

Attachment to FSC Guidance Note 11 *Group Insurance Takeover Terms (May 2013) – Takeover Terms Chart (A Guide)*

REF	A	B	C	D	E	F	G	H	I	J	K	L
#	Work capacity – day prior to takeover date	Employment category – day prior to takeover date	"usual occupation" means:	Description/example	Liability for death between outgoing insurer and incoming insurer		Liability for terminal illness between outgoing insurer and incoming insurer		Liability for TPD between outgoing insurer and incoming insurer		Liability for GSC disability between outgoing insurer and incoming insurer	
					Outgoing	Incoming	Outgoing	Incoming	Outgoing	Incoming	Outgoing	Incoming
1	<p>Person is employed, self-employed or a contractor who is not in receipt of, or entitled to claim, <i>income support benefits</i>, and:</p> <p>(a) Performing <i>usual occupation</i> for scheduled work hours on the day before the <i>takeover date</i> and remains capable of doing so for the rest of the day;</p>	Employed	The role in which the member is employed by the employer (N.B. different rule may apply for role changes)	Person is employed and attends work for normal hours (e.g. 9am-5pm) on the day before <i>takeover date</i> , and continues to be capable of working in that job for the rest of the day	Liable for any death which occurs before the <i>takeover date</i>	Liable for any death which occurs on or after the <i>takeover date</i>	Liable for <i>terminal illness</i> where the <i>date of certification</i> is before the <i>takeover date</i>	Liable for <i>terminal illness</i> where the <i>date of certification</i> is on or after the <i>takeover date</i>	No liability for TPD, regardless of when the illness or injury occurred	Liable for TPD, regardless of when the illness or injury occurred	No liability for GSC disability, except for <i>recurrent disability</i> . Liable for <i>recurrent disability</i>	Liable for GSC disability, except for <i>recurrent disability</i>
	<p>OR</p> <p>(b) Not able to meet 1(a), but capable of performing <i>usual occupation</i> for the whole day before the <i>takeover date</i></p>	Not employed by an employer AND self-employed (including contractors)	The role in which the member is engaged in his or her business which generates the greatest amount of income	Person is self-employed when working for him/ herself, instead of an employer, and drawing income from the operation of a trade or business on the day before the <i>takeover date</i> and continues to be capable of doing so for the rest of the day	As above	As above	As above	As above	As above	As above	As above	As above
2	<p>Person is not able to meet 1(a) or 1(b).</p> <p>AND/OR</p> <p>Person is in receipt of, or entitled to claim, <i>income support benefits</i>.</p>	Employed	The duties of the role in which the member is employed by the employer (N.B. different rule may apply for role changes)	Person is employed, leaves work early on the day before the <i>takeover date</i> due to severe back pain	Liable for any death which occurs before the <i>takeover date</i>	Liable for any death which occurs on or after the <i>takeover date</i>	Liable for <i>terminal illness</i> where the <i>date of certification</i> is before the <i>takeover date</i>	Liable for <i>terminal illness</i> where the <i>date of certification</i> is on or after the <i>takeover date</i>	Liable for TPD from illness or injury causing person not to meet 1(a) or 1(b), until the person returns to performing their <i>usual occupation</i> , or is capable of performing their <i>usual occupation</i> , and, if they were receiving <i>income support benefits</i> , ceases to receive the benefits	Liable for TPD, other than a TPD for which <i>outgoing insurer</i> is liable	Liable for GSC disability from illness or injury causing person not to meet 1(a) or 1(b), until the person returns to performing their <i>usual occupation</i> , or becomes capable of performing their <i>usual occupation</i> , and, if they were receiving <i>income support benefits</i> , ceases to receive the benefits - also liable for <i>recurrent disability</i>	Liable for GSC disability, other than GSC disability for which <i>outgoing insurer</i> is liable
		Not employed by an employer but self-employed (including contractors)	The duties of the role in which the member is engaged in his or her business which generates the greatest amount of income	Person is self-employed when working for him/ herself, instead of an employer, and drawing income from the operation of a trade or business, but leaves work early due to severe back pain	As above	As above	As above	As above	As above	As above	As above	As above
		Not employed or self-employed AND performing <i>domestic duties</i> .	The member's normal domestic duties	Person is engaged in the running of a home or family on the day before the <i>takeover date</i> , but is unable to complete those duties due to severe back pain	As above	As above	As above	As above	As above	As above	As above	As above
		Not employed, self-employed or performing <i>domestic duties</i>	Not applicable	Person is not capable of feeding themselves on the day before the <i>takeover date</i>	As above	As above	As above	As above	Liable for TPD from illness or injury causing person not to be able to perform all of the <i>activities of daily living</i> , until the person returns to performing all of the <i>activities of daily living</i> , and, if they were receiving <i>income support benefits</i> , ceases to receive the benefits	As above	Liable for GSC disability from illness or injury causing person not to be able to perform all of the <i>activities of daily living</i> , until the person returns to performing all of the <i>activities of daily living</i> , and, if they were receiving <i>income support benefits</i> , ceases to receive the benefits	As above