

## 1. INSTRUCTIONS

You can apply to transfer insurance cover you have outside of Active Super if:

1. you are an existing member of Active Super; and
2. you are under age 60; and
3. your insurance cover outside of Active Super:
  - a) was in force immediately before your existing insurance cover within Active Super commenced; and
  - b) is similar to the insurance design offered within Active Super. Please ensure you have read the [Voluntary Insurance Fact Sheet](#).

To apply for the transfer of your insurance cover outside of Active Super, you need to:

- complete all sections of this form and acknowledge the Duty to take Reasonable Care section of this form; and
- attach an up-to-date member statement (dated within 6 months from the date of this form) from your former fund or your individual insurer confirming the type and level of cover you are applying to transfer to Active Super.

## 2. IMPORTANT INFORMATION

1. The insurance cover within Active Super is provided by TAL Life Limited ABN 70 050 109 450 (TAL), and the transfer of insurance to Active Super is subject to acceptance by TAL.
2. **Do not cancel** your insurance outside of Active Super until you receive a notification in writing that this transfer application has been accepted.
3. Any cover transferred to Active Super will be subject to the terms and conditions of Active Super insurance policy and any other terms and conditions that TAL and/or Active Super may specify.
4. Cover transferred to Active Super will commence on the later of:
  - a) the date TAL accepts this application to transfer cover in writing; and
  - b) the date your insurance outside of Active Super is cancelled.
5. The maximum amount of cover that can be transferred to Active Super is:
  - a) for death and TPD cover, \$2,000,000, however, the total amount of death and TPD cover within Active Super after the transfer cannot exceed \$3,000,000;
  - b) for income protection cover, the level of cover must be rounded up to the nearest \$1,000, and be the lesser of:
    - i) \$13,500 per month; and
    - ii) 75% of your earned income (as defined under the Active Super insurance policy),however, the total amount of income protection cover within Active Super after the transfer cannot exceed \$25,000 per month (including the superannuation contribution benefit, if any).

### 3. LIFE INSURED DETAILS

Active Super member number

Title  Mr  Mrs  Miss  Ms  Other

Given name(s)

Last name

Date of birth

Gender  Male  Female

Postal address

Email

Have you smoked in the last 12 months?  
 No  Yes → State the type and daily quantity:

If any of your answers are unclear, we may contact you by telephone, as this can save unnecessary delays.

Your preferred contact number

Your preferred contact time  (business hours)

### 4. OCCUPATION DETAILS

1. Name of current employer

2. Employment status  
 Self-employed  Employee (full time)  Employee (part time) →  (hours per week)  
 Not working  Domestic duties  Casual

3. Your main occupation (job title)

4. industry of your main occupation

5. Outline the duties of your main occupation

### 5. DETAILS OF INSURANCE OUTSIDE OF ACTIVE SUPER

Name of superannuation fund for individual insurer holding your insurance outside of Active Super:

Member/Policy number

**I confirm (by marking 'X' in the box next to 'Yes' below) that the following statements in paragraphs a) to c) are true and correct, and agree to abide by these requirements.**

- a) I will cancel all my insurance cover outside of Active Super once this application for the transfer has been accepted by TAL.
- b) I will not be transferring any of my insurance cover outside of Active Super to any other division or section of the former fund, or any other fund or individual insurer other than Active Super.
- c) I will not apply for a continuation option or a reinstatement of any cover within any superannuation fund or insurance policy.

## 5. DETAILS OF INSURANCE OUTSIDE OF ACTIVE SUPER (continued)

I also confirm that the details of my existing insurance cover outside of Active Super which I am applying to transfer into Active Super are as follows.

### Death only cover

Amount of cover

Date cover started

### Death and TPD cover

Amount of cover (Death)

Amount of cover (TPD)

Date cover started

### Income protection cover

Date cover started

Monthly benefit

Waiting period  (e.g. 30 days, 60 days, 90 days)\*

Benefit period  (e.g. 2 years, 5 years, to age 60, to age 65)\*\*

\* Waiting Periods of 30, 60 or 90 days will be accepted. If you are transferring a waiting period other than these, you will be allocated a 30, 60 or 90 day waiting period as applicable at TAL's discretion. For example if the cover you are transferring has a waiting period of 14 days you will receive a 30 day waiting period.

\*\* Benefit Periods of two years and to age 65 will be accepted. Benefit Periods other than two years or to age 65 may be accepted at TAL's discretion. For example, if the cover you are transferring is a 5 year benefit period, you will receive a 2 year benefit period.

## 6. ELIGIBILITY QUESTIONS

1. Are you currently absent from work, or restricted from carrying out or unable to carry out, due to injury or illness, any of the duties of your usual occupation on a full-time basis (for at least 30 hours per week), due to an injury or illness, even if your actual employment may be full-time, part-time or casual?

No  Yes → Please read 'Note 1' below.

2. Have you been diagnosed, or do you suffer from, with an illness that is likely to reduce your life expectancy to less than 12 months from today or may cause permanent inability to work?

No  Yes → Please read 'Note 1' below.

3. Have you ever been declined for insurance cover for death only, death and total and permanent disablement or income protection cover?

No  Yes → Please read 'Note 1' below.

4. Have you been paid, or are you eligible to be paid, have you ever claimed or are you intending to lodge a claim, or are you currently in the process of lodging a claim for any injury or illness through Active Super, Workers' compensation, other Government benefits (such as sickness benefit, invalid pension) or any insurance policy providing total and permanent disablement, terminal illness or income protection cover, or accident or sickness cover?

No  Yes → Please read 'Note 1' below.

### Note 1: If you have answered 'YES' to any of the above Questions 1 to 4:

- You are not eligible to transfer your existing insurance using this application and need to complete a full Personal statement form and complete Question 5 below, as this application cannot be processed any further without more detailed information being provided.
- Please contact Active Super member services at 1300 547 873.

### Note 2: If you have answered 'NO' to all of the above Questions 1 to 4, please complete Question 5 below.

5. Is your cover under the former fund or individual insurer subject to any premium loadings alternative terms and/or exclusions, including but not limited to pre-existing condition exclusions, or restrictions in regards to medical or other conditions?

No  Yes → Please provide the following:

5.1 Please attach to this form a copy of your latest member statement for your existing insurance cover outside of Active Super (dated within 6 months from the date of this application); and

5.2 Please provide in the box below the details of any premium loadings, exclusions or other conditions of your existing insurance cover outside of Active Super, including but not limited to the pre-existing condition exclusions, or restrictions in regards to medical or other conditions.

## 7. DUTY TO TAKE REASONABLE CARE

### The duty to take reasonable care

When you apply for insurance, you are treated as if you are applying for cover under an individual consumer insurance contract. A person who applies for cover under a consumer insurance contract has a legal duty to take reasonable care not to make a misrepresentation to the Insurer before the contract of insurance is entered into.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth. This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

### If you do not meet your duty

If you do not meet your legal duty, this can have serious impacts on your insurance. Under the *Insurance Contracts Act 1984* (Cth) there are a number of different remedies that may be available to the Insurer. They are intended to put the Insurer in the position it would have been in if the duty had been met. For example, the Insurer may:

- avoid the cover (treat it as if it never existed);
- vary the amount of the cover; or
- vary the terms of the cover.

Whether the Insurer can exercise one of these remedies depends on a number of factors, including:

- whether reasonable care was taken not to make a misrepresentation. This depends on all of the relevant circumstances.
- what the Insurer would have done if the duty had been met – for example, whether it would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent; and
- in some cases, how long it has been since the cover started.

Before any of these remedies are exercised, the Insurer will explain the reasons for its decision, how to respond and provide further information, and what you can do if you disagree.

### Guidance for answering the questions in this form

You are responsible for the information provided to the Insurer. When answering questions, please:

- Think carefully about each question before you answer. If you are unsure of the meaning of any question, please ask us before you respond.
- Answer every question.
- Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it.
- Review your application carefully before it is submitted. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections) before the application is submitted.

Please note that there may be circumstances where the Insurer later investigates whether the information given to it was true. For example, it may do this when a claim is made.

### Changes before your cover starts

Before your cover starts, the Insurer may ask you whether the information that has been given as part of your application for insurance remains accurate or whether there has been a change to any of your circumstances. As any changes might require further assessment or investigation, it could save time if you let us or the Insurer know about any changes when they happen.

### If you need help

It's important that you understand your obligations and the questions that are being asked. Please contact us for help if you have difficulty understanding the process of obtaining insurance or answering any questions.

Please also let us know if you're having difficulty due to a disability, understanding English or for any other reason - we're here to help and can provide additional support.

## 8. PRIVACY

The Privacy of TAL customers is important and TAL is bound by obligations imposed by current privacy laws including the Australian Privacy Principles. The way in which TAL collects, uses, secures and discloses your personal information is set out in the TAL Privacy Policy available at <http://www.tal.com.au/Privacy-Policy> or free of charge on request to TAL by telephoning 1800 666 136.

Active Super is bound by obligations imposed by current privacy laws including the Australian Privacy Principles. The Active Super Privacy Policy is available at [activesuper.com.au/privacy-policy](http://activesuper.com.au/privacy-policy).

### **Collection and use of personal information**

We collect personal information, including your name, age, gender, contact details, health information, salary, and employment information so that we may assess and administer our products and services to you. In certain circumstances, such as applications for life insurance products and claims, we may be required to collect personal information of a sensitive nature such as lifestyle and medical history information. If you do not supply the information that is required, we may not be able to provide our products and services to you or pay the claim.

We may take steps to verify the information we collect; for example, a birth certificate provided as identification may be verified with records held by Births, Deaths and marriages to protect against impersonation, or we may verify with an employer regarding remuneration information provided in a claim for income protection to ensure that it is accurate.

### **Disclosure of personal information**

We disclose relevant personal information to external organisations that help us provide our services and may also disclose some of your personal information to other parties, when required to do so to provide our products and services to you, such as the following:

- claims assessors and investigators, claims managers and reinsurers;
- medical practitioners (to verify or clarify, if necessary, any health information you may provide);
- any person acting on your behalf, including your financial advisor, solicitor, accountant, executor, administrator, trustee, guardian or attorney;
- other insurers;
- for members of superannuation funds where TAL is the insurer, to the trustee, or administrator of the superannuation fund; and
- other organisations to whom we outsource certain functions during the underwriting and claims processes, such as obtaining blood tests for underwriting purposes, rehabilitation providers, surveillance providers and forensic accountants.

There are situations where we may also disclose your personal information in circumstances where it is:

- required by law (such as to the police or Australian tax office), and
- authorised by law (e.g. under court orders or statutory notices).

## 9. DECLARATION

1. I have read the notice of my duty to take reasonable care in section 7 above, have complied with this duty in relation to this application, and understand that this duty applies until i receive the acceptance of transfer.
2. When applying for my existing insurance cover outside of Active Super that i am currently applying to transfer to Active Super, i have answered all questions, including personal, health, medical and lifestyle related questions, truthfully and in accordance with my duty to take reasonable care obligations. any non-disclosure in relation to that cover may be relied upon by Active Super and TAL.
3. I have read and checked any answers in this application that is not completed in my handwriting, and to the best of my knowledge and belief, all the answers to the questions in this application and any supplementary application or personal statement which relate to me are true and correct.
4. I have received, read and understood the Product Disclosure statement in relation to the insurance within Active Super, and acknowledge that no cover within Active Super commences until acceptance of the transfer by TAL.
5. If this application has been accepted by TAL, the cover transferred to Active Super will be subject to the terms and conditions of Active Super insurance policy and any other terms and conditions that TAL or Active Super may specify.
6. I have read 'section 8: Privacy' above and consent to my personal information being collected, used and disclosed according to the 'section 8: Privacy', as stated in paragraphs a) to e) below. a copy of this consent and authority is as effective and valid as the original.
  - a) I authorise and consent Active Super and TAL to contact my current and former superannuation fund or individual insurer or any relevant authority:
    - i) to verify the answers and information i have provided in this application; or
    - ii) to obtain any relevant documentation regarding this application
  - b) I authorise and direct any authorities, medical or other practitioner, to divulge at any time to Active Super, TAL or to any lawfully constituted tribunal, any and all information concerning this application including but not limited to my state of health and medical history, acquired in the course of professional attendance or consultation. to this extent, all professional confidence and privilege is waived.
  - c) I consent to my personal information (including health and sensitive information) being collected, used or disclosed by Active Super and TAL (or its external service providers/contractors as contemplated in this application), including collecting it from or disclosing it to any medical practitioner or third party as required to assess, verify or process my application or any claim i may make. this consent applies to any health and sensitive information Active Super and/or TAL collects on this form or future forms in relation to this insurance.
  - d) If i provided Active Super and/or TAL with any information about another person, i undertake to advise them that:
    - i) Active Super and/or TAL collect, hold and use their personal information for the purpose set out in 'section 8: Privacy' above;
    - ii) their personal information may be disclosed to a third party, and
    - iii) they may access or correct any personal information held about them.
  - e) I have read, understood and agree the most current Product Disclosure statement in relation to the insurance within Active Super.

**I confirm that the above statements in paragraphs 1 to 6 of this Section 9 are true and correct.**

Signature

X

Date

DD / MM / YYYY

## SUBMITTING THIS FORM

Please return the completed form to:

Active Super, Po Box N835, Grosvenor Place NSW 1220

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