

The duty to take reasonable care

When applying to transfer cover you have a legal duty to take reasonable care not to make a misrepresentation to the Insurer. Please read the important information on the duty to take reasonable care, consequences for not meeting this duty, and guidance on how to answer questions in section 6 of this form (page 5). Ensure you consider the answers you've given before you sign and submit this application to us.



Go online

Did you know that you can complete this application online anytime by logging into your account and going to *Insurance, Manage insurance, Change cover* and selecting *Transfer your cover*.



Complete this form to apply to transfer any existing cover you have from your other super fund or insurer to AustralianSuper. You can also apply to change your individual work rating.

Check your eligibility

If **ALL** of the following statements are true and correct, you're eligible to use this form to apply to transfer your cover.

- ☐ **1. You're employed or self-employed**
To transfer cover to us, you'll need to be employed (full time, part time or casual) or self-employed.
- ☐ **2. Your cover doesn't have any loadings and/or exclusions**
If your cover with us, or with your other super fund or insurer, has any loadings and/or exclusions, you can't apply to transfer your cover to AustralianSuper.
- ☐ **3. You've never been declined for insurance cover with AustralianSuper due to a medical condition**
If you've ever been declined for insurance cover at AustralianSuper due to a medical condition, you can't apply to transfer your other cover to AustralianSuper.
- ☐ **4. Your total cover with AustralianSuper doesn't exceed the maximum cover amount(s)**

Type of cover	Maximum cover amounts
Death	Unlimited
TPD	\$3 million
Income Protection	Up to \$20,000 a month or 85% of your salary ¹ , whichever is lower

- ☐ **5. You can provide evidence of your existing cover**
You'll need to provide one of the following as evidence of your existing cover. It must be date stamped and/or issued within the last 90 days and include details of any loadings/exclusions/other restrictions that apply to your cover.
 - ☐ your last member statement from your other super fund
 - ☐ a screenshot or printout of your other super fund account
 - ☐ a statement from your other insurer
 - ☐ an insurance certificate of currency.

If you aren't eligible to transfer your cover, you may still be able to apply for more cover by logging into your account and going to *Insurance, Manage insurance*, and selecting *Change your cover*. Or, download the *Change your insurance* form at australiansuper.com/InsuranceForms

Important information about your application

AustralianSuper insurance is provided by TAL Life Limited (the Insurer), ABN 70 050 109 450, AFSL 237848.



What happens when you transfer cover

If your application to transfer existing cover from your other super fund or insurer is accepted, any cover you transfer will start as long as you're receiving employer super contributions², and you have enough money to cover the cost of your insurance. The cost of your cover will be deducted monthly from your super account.

If you aren't regularly receiving contributions, your cover could stop – including the cover you're applying for now. Check what you need to do before you submit this application in the *When cover stops and how you can get cover again* section of the *Insurance in your super* guide.

Cancelling your cover from your other super fund or insurer

Don't cancel your existing cover until you receive confirmation in writing from us that your insurance transfer has been accepted. Once your insurance transfer has been accepted, you'll need to cancel your existing cover with your other super fund or insurer within 60 days. If you don't cancel your existing cover, any claim you make with us will be impacted – see section 4 for the requirements in detail.

Got questions? If you need help, call us on **1300 300 273** before you cancel your existing cover.



It's important to know that combining (consolidating) your super doesn't automatically transfer any insurance cover you have to AustralianSuper. If you've recently combined your super, call us on **1300 300 273** to see if you can still transfer your previous cover.

¹ Annual before-tax salary earned from your regular job(s), excluding Superannuation Guarantee (SG) contributions. If you own a business or aren't an employee, see what salary means for you in the *Insurance in your super* guide at australiansuper.com/InsuranceGuide

² Personal Plan members, your cover will start on the date you have enough money in your super account to cover the cost of the first month of insurance.

1 Your personal details

If you've selected home duties, retired or unemployed, you can't apply to transfer your cover.

You'll need to provide your job title/occupation if you're applying to transfer your Income Protection benefit payment period.

¹If you own a business or aren't an employee, see what salary means for you in the *Insurance in your super* guide at australiansuper.com/InsuranceGuide

2 About the insurance you're transferring

Death and TPD cover

Death cover \$

TPD cover \$

- A Target Market Determination (TMD) is a document that outlines the target market a product has been designed for. Find the TMDs at australiansuper.com/tmd

Income Protection

Income protection \$ 00 a month

- The Insurer will assess your current Income Protection amount with AustralianSuper (if any) and the amount you've requested to transfer from your other super fund or insurer. You'll receive the amount that's more (subject to the limits on page 1). If your Income Protection cover amount with AustralianSuper stays the same, any limited cover conditions that apply to the cover you have with us will continue to apply.
- Your Income Protection will be fixed cover (rounded up to the next \$100 a month).
- Basic Income Protection (if applicable) won't start automatically in the future. You may need to provide detailed health information for the Insurer to consider if you decide to apply for basic Income Protection in the future.

☐ 30 days ☐ 60 days

- _____

- If your cover amount with AustralianSuper stays the same, any limited cover conditions that apply to the cover you have with us will continue to apply and will also apply to any increase in benefit payment period.
- You can't have a benefit payment period up to five years or up to age 65 for some occupations. These occupations are listed at australiansuper.com/occupations



Short personal statement

- \$1 million or less of Death and/or TPD cover (per cover type) and/or
- \$10,000 a month or less of Income Protection

- Yes ☐ No ☐

Yes ☐ No ☐

Yes ☐ No ☐

Yes ☐ No ☐

Yes ☐ No ☐

3 Personal statement (continued)

4. In the last 12 months, have you, due to illness or injury (including mental or physical health conditions), been prevented from performing your usual occupational duties partially or completely, for 10 or more consecutive days? Yes ☐ No ☐
- 5a. Are you in the process of lodging a claim, or are you currently on claim (whether or not you have received any payment) for a benefit in connection with an illness or injury (including mental or physical health conditions) from any of the following sources:
- AustralianSuper or another super fund,
 - workers' compensation,
 - a Motor Vehicle Accident scheme,
 - a disability benefit or pension (for example Disability Support Benefit or Veterans' Affairs Disability Compensation Pension), or
 - any other insurance policy providing accident or illness benefits?
- Yes ☐ No ☐
- 5b. Have you ever made a claim (including claims where you did not receive a benefit payment) for an illness or injury (including mental or physical health conditions) from any of the following sources:
- AustralianSuper or another super fund,
 - workers' compensation,
 - a Motor Vehicle Accident scheme,
 - a disability benefit or pension (for example Disability Support Benefit or Veterans' Affairs Disability Compensation Pension), or
 - any other insurance policy providing accident or illness benefits?
- Yes ☐ No ☐
- If **No**, go to **question 6**. If **Yes**, go to question 5c.
- 5c. Does your response solely relate to a past claim which was closed (for example the date your last benefit payment was paid, or the date your claim was withdrawn or declined) more than 5 years ago? Yes ☐ No ☐
- If **No**, you're not eligible to transfer your cover. If **Yes**, go to question 5d.
- 5d. Have you fully recovered from that mental or physical injury or illness without any ongoing symptoms since your claim was closed? Yes ☐ No ☐
- If **No**, you're not eligible to transfer your cover. If **Yes**, go to question 6.
6. Are you capable of doing the normal duties of your usual occupation without restriction due to injury or illness, for at least 30 hours a week (even if you're not working 30 hours a week or on employer approved leave)? Yes ☐ No ☐
- If you're not employed (e.g. full time, part time or casual) or self-employed, answer **No**.
- If **No**, you're not eligible to transfer your cover. If **Yes**, go to **section 4**.

4 Confirmation of requirements

Please confirm (by marking (X) in the box below) that the following statements are true and correct:

- a) For Death and TPD cover – I will cancel all Death and TPD insurance cover with my other super fund or insurer within 60 days of receiving confirmation from AustralianSuper that my insurance transfer application has been accepted (even if I'm not transferring all types and amounts of cover). If I don't cancel all of my Death and TPD cover with my other super fund or insurer, I may not be eligible to claim on my transferred cover with AustralianSuper.
- b) For Income Protection – I will cancel all the Income Protection I have with my other super fund or insurer within 60 days of receiving confirmation from AustralianSuper that my insurance transfer application has been accepted (even if I'm not transferring the whole amount). If I don't cancel all of my Income Protection with my other super fund or insurer, I may not be eligible to claim on my transferred cover with AustralianSuper.
- c) I won't transfer the cover I've requested on this form to any other super fund or insurer other than AustralianSuper.
- d) I won't continue, reinstate or start the cover I've requested on this form with my other super fund or insurer.

I confirm that all four statements are true and correct and agree to abide by these requirements.

Yes ☐ No ☐

5 Change your individual work rating (optional)

A work rating classifies the usual activities of your job into one of three ratings: Blue Collar, White Collar or Professional. Your work rating is one of the factors that determines how much you pay for your insurance cover. The default individual work rating at AustralianSuper is Blue Collar.

Insurance cover with a Blue Collar work rating is the most expensive.

Complete the questions below.

1. Are the usual activities of your main job 'white collar'? Yes ☐ No ☐
- This means:
- you spend more than 80% of your job doing clerical or administrative activities in an office-based environment, or
 - you're a professional using your university qualification in a job that has no unusual work hazards (some examples of unusual work hazards include: working underground, working underwater, working at heights or working in the air).

5 Change your individual work rating (optional) continued

2. Do you earn \$100,000 or more a year (excluding Superannuation Guarantee (SG) contributions) from your job(s)? Yes ☐ No ☐
This amount is pro rata for part-time employment (for example, if you work part-time 4 days a week and earn \$96,000 a year, your pro rata/full time equivalent is \$120,000).
3. Do you have a university qualification? Yes ☐ No ☐
4. Do you have a management role in your company? Yes ☐ No ☐

If accepted we'll confirm your new individual work rating in writing and the cost of your cover will be reduced. If your application for a White Collar or Professional work rating isn't accepted – the cost of your cover will be based on your current individual work rating with AustralianSuper, or a Blue Collar work rating if you don't already have cover with us.

6 Duty to take reasonable care

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.

Before deciding to replace any existing cover, and to work out if this is right for you, you should review AustralianSuper's transfer terms and compare insurance cover and costs as they will be different to those of your other super fund or insurer. Find this important information in the *Insurance in your super* guide at australiansuper.com/InsuranceGuide

If you decide to replace existing cover you hold with another super fund or insurer, please don't cancel your existing cover until we've told you that your application has been accepted, and on what terms.

This is because there are some risks associated with replacing your existing cover, such as:

- If you've experienced any new health issues you may not be covered for these under your new cover.
- A claim may have been accepted under your existing cover if the health issue didn't exist when you first took out the existing cover.
- You may also be subject to waiting periods before you can make a claim on the new cover.



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This section must be completed in all circumstances.

I authorise:

- The Insurer to refer any statements that have been made in connection with my application for cover and any medical reports to other entities involved in providing or administering the insurance (for example reinsurers, medical consultants, legal advisers).

I declare that:

- I've read and understood the information on this application, including the Duty to take reasonable care. I understand that the answers I've provided, together with any special conditions will form the basis of the Insurer's decision.
- The answers I've provided are true, complete and correct.
- I've read and understood the Product Disclosure Statement at australiansuper.com/pds and the *Insurance in your super* guide at australiansuper.com/InsuranceGuide and understand that the additional information referred to in the guide is also part of the Product Disclosure Statement.
- I've read the Privacy Collection Statement below and I understand how AustralianSuper will use my personal information.

I acknowledge that:

- There are potential risks involved in transferring cover to AustralianSuper and I've considered these risks, including any differences in policy terms and conditions before transferring.
- My eligibility to claim for benefits will be determined in line with AustralianSuper's insurance policy terms and conditions.
- Insurance cover, including any transferred cover, will only be provided in line with the insurance policy terms and conditions as agreed between AustralianSuper and the Insurer. Those terms and conditions may change from time to time and AustralianSuper will notify me of those changes where required by law.
- The cover I'm transferring will only start if it's accepted by the Insurer, and my transfer may be declined. I should wait until the Insurer has accepted my transfer before cancelling my other cover.
- If I don't currently have the type of cover that I'm transferring, that cover type will be total fixed cover, and basic cover of that type won't start automatically in the future. This doesn't apply if I'm a Personal Plan member as I'm not eligible for basic cover.

- If the Insurer accepts my application, I'll receive:
 - Death and/or TPD cover amount(s) requested in this application in addition to any cover that I have with AustralianSuper. Any limited cover conditions that apply to the cover I have with AustralianSuper will continue to apply. Transferred cover is added as fixed cover (rounded up to the next \$1,000). Fixed TPD cover reduces gradually from age 61 to zero at age 65.
 - The higher of the Income Protection monthly cover amount requested in this application and my existing Income Protection cover amount. My total Income Protection will be fixed (rounded up to the next \$100 a month). If my cover amount remains the same, any limited cover conditions that apply to the cover I have with AustralianSuper will continue to apply and will also apply to any increase in benefit payment period.
- If the Insurer accepts my application, my eligibility to make a claim will be impacted if my previous cover hasn't been cancelled.
- For cover that's been accepted by the Insurer, AustralianSuper will confirm when it will start.
- The cost of cover will be deducted monthly from my super account, so I'll need to have enough money in my super account to cover it.
- I agree to provide AustralianSuper or the Insurer with access to the health evidence or other information I provided to my other super fund or insurer in my application for cover and any non-disclosure to my other super fund or insurer may be acted upon by AustralianSuper or the Insurer.
- If it becomes apparent to AustralianSuper or the Insurer that I haven't undertaken the requirements that I confirmed in section 4 of this form, then any insured benefit that may be payable from AustralianSuper may be reduced by the insured amount paid or payable from my other super fund or insurer; an associated section or division of my other super fund or insurer; or any policy issued under any option that I exercised, as a consequence of my failure to abide by these conditions. But this reduction in benefit will be limited to the extent that my benefit payment from AustralianSuper is no less than I would have been eligible to receive under the terms of the policy between AustralianSuper and the Insurer if I hadn't applied for a transfer of cover.
- A photocopy of this authorisation is as valid as the original.

Sign here



Date _____

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Print full name

[illegible]

A summary of AustralianSuper's Privacy Collection Statement is below. Please read this Privacy Collection Statement to see how AustralianSuper uses your personal information. Our Privacy Collection Statement and Privacy Policy may change from time to time. The latest versions will be available online at australiansuper.com/CollectionStatement and australiansuper.com/privacy-policy



For information on the Insurer's privacy and information handling practices, read their Privacy Policy at tal.com.au/privacy or call 1300 302 961 for a copy.

Privacy Collection Statement

AustralianSuper Pty Ltd (ABN 94 006 457 987) of GPO Box 1901, Melbourne, Victoria 3001, collects your personal information (PI), including health information (if applicable) to assess, administer, manage and keep you updated on your insurance cover application or insurance claim and improve our products and services. If we can't collect your PI we may not be able to provide these services. PI is collected from you but sometimes from third parties like your employer. Health information is collected (if applicable) from you or your employer, adviser, other insurer or reinsurer, or other representative authorised by you and is provided to us, our administrator or to our insurers. If required, we or the Insurer will obtain independent medical reports directly from your medical practitioner(s). We will only share your PI where necessary to perform the above listed activities with the Insurer (TAL Life Limited ABN 70 050 109 450, AFSL 237848) or other relevant insurer for certain insurance claims, our administrator (Australian Administration Services Pty Ltd, being a part of MUFG Pension & Market Services Holdings Ltd), our contact centre provider (Concentrix Services Pty Ltd), service providers, as required by law or court/tribunal order, or with your permission. Our Privacy Policy details how to access and change your PI, as well as the privacy complaints process. For complete details go to australiansuper.com/privacy or call us on **1300 300 273**.

Please upload a scanned copy of your completed form at australiansuper.com/upload-document or post it to AustralianSuper, GPO Box 1901, MELBOURNE VIC 3001

Questions? Call **1300 300 273** or visit **australiansuper.com**