

Insurance roll-in form

Instructions for completing this form

- You must complete each section of this form. We will not accept your form if it is unsigned or undated.
- Please return the completed form along with the attachments to:
legalsuper, Locked Bag 5081, Parramatta NSW 2124

Some words or terms in this form have a special meaning in the insurer's policy documents.

These words appear capitalised and are explained in the *Employer Sponsored Super & Personal Super Additional Information Guide* and Target Market Determination (TMD) relevant to your member type.

Please use **BLOCK LETTERS** and **BLACK INK** when completing this form.

Return this completed form to either:

Email: mail@legalsuper.com.au

OR

Post: legalsuper

Locked Bag 5081

Parramatta NSW 2124

Phone: 1800 060 312

When to use this form

Please complete this form if you are a member of legalsuper and would like to apply to transfer your current insurance cover under another life insurance policy ('Previous Cover') as a member of a superannuation fund ('Previous Fund') or under an individual policy ('Previous Cover') to legalsuper ('Transferred Cover'). You can use this form to transfer up to \$1,000,000 Death Only or Death & Total and Permanent Disablement (TPD) cover and/or Salary Continuance cover providing up to a maximum monthly benefit of \$20,000 (which cannot exceed 87% of your monthly Salary). You must transfer all your cover as partial transfers cannot be accepted.

Eligibility Conditions to roll-in cover to legalsuper

You can only apply to transfer your insurance cover to legalsuper if:

- your Previous Cover is held under another life insurance policy (either a group scheme or an individual policy). Transfers of insurance cover from self managed superannuation funds are not allowed;
- you satisfy the insurer's eligibility criteria; and
- you have not made, or are not entitled to make, a claim in relation to your Previous Cover.

For further information, please refer to the *Employer Sponsored Super & Personal Super Additional Information Guide* and TMD relevant to your member type at legalsuper.com.au.

Cancelling your Previous Cover

Your application to transfer cover will be assessed by legalsuper's insurer, Zurich Australia Limited (Zurich, the Insurer) and you will be notified of the outcome. The Insurer may need to contact your Previous Fund or the insurer of your Previous Cover to complete the assessment of your application.

You must cancel your Previous Cover upon the Insurer's acceptance of your application to roll-in insurance cover. If you do not cancel your Previous Cover, in the event that the Insurer accepts a claim for:

- Death, Terminal Illness or TPD: the Insurer will reduce any benefit payable under legalsuper's policy by the amount of any benefit payable under the Previous Cover to the extent that the Previous Cover should have been cancelled but was not.
- Salary Continuance: the Insurer will reduce any benefit you receive under your Previous Cover from any benefit that you receive under legalsuper's Salary Continuance policy, if it causes you to receive an amount greater than 75% of your Pre-Disability Salary when you are on claim.

To ensure that you are covered at all times, do not cancel your Previous Cover until you are notified in writing that your application has been accepted by the Insurer.

The duty to take reasonable care

When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the Insurer. To meet this duty, you must also take reasonable care not to make such a misrepresentation.

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

Not meeting your legal duty can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

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

About this application

When you apply for life insurance, the Insurer conducts a process called underwriting. It's how they decide whether they can provide cover, and if so on what terms and at what cost.

The Insurer will ask questions they need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to them in response to their questions is vital to their decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, we may pass on to the Insurer personal information you provide to them. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to us.

Guidance for answering our questions

You are responsible for the information you provide to the Insurer. When answering their questions, you should:

- think carefully about each question before answering. If you are unsure of the meaning of any question, please ask them before you respond
- answer every question
- answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it. Please don't assume the Insurer will ask others such as your doctor.
- review your application carefully. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections).

Changes before your cover starts

Before your cover starts, please tell the Insurer about any changes that mean you would now answer our questions differently. It could save time if you let them know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

Notifying the Insurer

If, after the cover starts, you think you may not have met your duty, please tell them immediately and the Insurer will let you know whether it has any impact on the cover.

Telephone contact

After you submit your application, the Insurer may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the Insurer before the contract of insurance is entered into also applies during any phone contact with them.

If you need help

It's important that you understand this information and the questions the Insurer asks. Ask them for help if you have difficulty answering their questions or understanding the application process. If you're having difficulty due to a disability, understanding English or for any other reason, they are here to help and can provide additional support for anyone who might need it. You can have a support person you trust with you.

What can we do if the duty is not met?

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to the Insurer. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put the Insurer in the position they would have been in if the duty had been met.

For example, the Insurer may do one of the following:

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

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

- whether you took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific their questions were and how clear the information they provided on the duty was
- what the Insurer would have done if the duty had been met – for example, whether they would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent
- in some cases, how long it has been since the cover started.

Before they exercise any of these remedies, the Insurer will explain their reasons, how to respond and provide further information, and what you can do if you disagree.

The questions that you answer in section 1. of this form must be answered on the same day that you sign and date this form. This form will not be accepted if it is unsigned and undated.

1. Screening Questions

If you answer YES to any of these Screening Questions you cannot proceed with this application and will need to apply for cover either through MemberAccess or by completing the Superannuation change of details (insurance) form and Personal Statement, available online at legalsuper.com.au/forms

IMPORTANT: Your responses to the questions below will be checked at the time you make a claim. Therefore, you must answer all questions truthfully and accurately. If you don't, any insurance cover you receive under this application may later be reduced or refused. Please read the information on the duty to take reasonable care not to make a misrepresentation in this form.

- Other than for cold, flu, minor upper respiratory tract infection or minor headache:
 - Are you now off work due to illness or injury? ☐ Yes ☐ No
 - Have you been absent from work for 7 consecutive calendar days in the last 12 months due to illness or injury? ☐ Yes ☐ No
- Have you been diagnosed with a medical condition that is expected to reduce your life expectancy to less than 24 months from today? ☐ Yes ☐ No
- Have you ever had an application for life, trauma or disability insurance declined, deferred, accepted with a premium loading (other than for smoking) or issued with a restriction or exclusion? ☐ Yes ☐ No

- Other than for cold, flu, minor upper respiratory tract infection or minor headache, do you have a medical condition for which you take or have been advised to take medication or undergo any other form of medical treatment? ☐ Yes ☐ No
 - Are you currently under investigation or been advised to undergo investigations for any medical condition or symptom? ☐ Yes ☐ No
- Are you currently prevented from performing all the usual duties of your occupation on a full-time basis of at least 30 hours per week due to illness or injury? (even if you are currently working less than 30 hours per week for non-medical reasons) ☐ Yes ☐ No
- Have you ever made or are you entitled to make a claim for:
 - Any TPD benefit from any source, or ☐ Yes ☐ No
 - Other than any TPD claim disclosed in question 6a, any type of sickness, accident or disability benefit(s), Workers' Compensation or any other form of compensation (including Centrelink payments) due to illness or injury? ☐ Yes ☐ No

2. Membership details

legalsuper Membership Number (if known)

☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr ☐ Justice

Gender ☐ Male ☐ Female

Surname

Given Names

Date of birth (dd/mm/yyyy)

Postal Address

Town or Suburb

State

Postcode

Telephone number

Mobile Number

Email

Occupation

- ☐ Judge ☐ Barrister ☐ Solicitor/Lawyer
- ☐ Management staff ☐ Administration/Support staff

4. Declaration and signature

I declare that:

- If I do not complete this form correctly, do not sign and date this declaration, or do not attach any additional information requested, my application will not be considered by the Insurer.
- I have read and understood the insurance information contained in the most recent version of legalsuper's Superannuation Product Disclosure Statement and Employer Sponsored Super & Personal Super Additional Information Guide (available at legalsuper.com.au) and, if applicable to me, the Insurance Booklet related to my employer's insurance arrangements with the Trustee.
- I have read and understood my duty to take reasonable care not to make a misrepresentation and the consequences of not meeting the legal duty and answering all questions truthfully and completely.
- I have read the Insurer's Privacy Statement set out in Section 5 of this form (the Insurer's Privacy Policy details how they manage personal information and is available at zurich.com.au/important-information/privacy). I consent to the Insurer collecting, using, storing and disclosing my personal information (including health and other sensitive information) to assess and process my application, as well as to manage and administer my insurance in accordance with the Insurer's Privacy Statement. I understand that the Insurer may not be able to process my application or administer the policy without this consent.
- If I have provided information about another person in this application, I declare that I have the consent of that person to do so. I understand that the Insurer requires me to inform the person concerned that I have done so and direct them to the Insurer's Privacy Policy which is located at zurich.com.au/important-information/privacy.
- Upon being notified that the Insurer has accepted my application to transfer my insurance, I will:
 - immediately cancel all my Previous Cover;
 - not be transferring the Previous Cover to any other division or section of a Previous Fund or to any other fund or policy, other than legalsuper; and
 - not exercise a continuation option, or subsequently reinstate any cancelled cover within the Previous Fund or any other division, section, category of the Previous Fund or insurance policy where such reinstatement of cover is available to me.
- I acknowledge and understand that if I do not validly cancel my Previous Cover, then in the event the Insurer accepts a claim for death, Terminal Illness, TPD, Total Disability or Partial Disability the Insurer will reduce any benefit payable by the amount of any benefit payable under the Previous Cover to the extent that the Previous Cover should have been cancelled but was not.
- I understand that my insurance will not become effective until the Insurer has accepted my application for insurance cover in writing.
- I understand that if the Insurer accepts my application, the terms and conditions set out in the policy issued by the Insurer to legalsuper (as changed from time to time) will apply to the Transferred Cover, and the terms and conditions of my Previous Fund and/or my previous insurer will cease to apply.
- I understand that if I am transferring Salary Continuance cover into legalsuper, the Waiting Period and Benefit Period that applies to my Transferred Cover (see Section 6 – 'Frequently asked questions') will also apply to any existing Salary Continuance cover I have with legalsuper at the date of transfer. This means that the Waiting Period or Benefit Period that applies to any existing Salary Continuance cover I hold in legalsuper may change if my application is accepted by the Insurer.
- I authorise the Insurer and any person appointed by the Insurer to undertake appropriate enquiries and investigations to verify the answers I have provided. I further acknowledge that this authorisation enables the Insurer to obtain from the Previous Fund and/or the previous insurer my application for cover. I further

authorise the Insurer to investigate whether any premium loading(s), restriction(s) and exclusion(s) may have applied to my Previous Cover, and any other information that may be relevant to the Insurer's consideration and assessment of this application.

- I agree to provide the Insurer with access to the health and/or financial evidence I provided to my Previous Fund and their insurer or retail insurer in an application for cover. By signing this declaration, I acknowledge and declare to the Insurer that the disclosures and representations made in that application for cover to the Previous Fund and their insurer or retail insurer are true and correct. I acknowledge that in making this declaration, any non-disclosure or misrepresentation to the Previous Fund or insurer may be acted upon by the Insurer.
- I have read and carefully considered all the information in this form, and all the answers provided in this form are true and complete (including those not in my own handwriting).
- I understand that Zurich may not be able to process my application without this consent.

Member's signature

Date (dd/mm/yyyy)

5. Privacy Statement of Zurich Australia Limited

We collect your personal information (including health and other sensitive information) from you in order to manage and administer our products and services. Without your personal information, we may not be able to process your application or provide you with the products or services you require.

We are committed to ensuring the confidentiality and security of your personal information (including health and other sensitive information).

Our Privacy Policy details how we manage your personal information and is available on request or may be downloaded from zurich.com.au/important-information/privacy

6. Frequently asked questions

What are acceptable forms of proof of insurance cover referred to in Section 3(a)?

Acceptable forms of proof include:

- a recent member statement from your Previous Fund (or previous insurer); or
- your Insurance Schedule if the policy was issued to you; or
- a Certificate of Currency – this document provides proof of your insurance coverage on the date that the certificate is requested. It is only valid on the day in which it is issued, and represents information current at the time of the request. You can ask your Previous Fund to obtain a Certificate of Currency directly from that fund's insurer.

A Record of Contributions (ROCs) is not an acceptable form of proof of insurance cover. The Insurer will not accept documentation that is dated more than 60 days before the date you complete this form.

If your insurance cover has changed since the date your statement or Certificate of Currency was issued, you need to provide evidence of your current type and level of insurance.

Can I transfer part of my cover?

No. Partial transfers of cover are not allowed. For example, if you hold \$500,000 Death cover in the Previous Fund, you must transfer the entire \$500,000 into legalsuper. If you attempt to transfer a lesser amount, your application will not be approved. However, you may transfer the full amount of cover and then reduce your cover through legalsuper at any time.

What Waiting Period and Benefit Period will apply to my Salary Continuance cover?

The Waiting Period and Benefit Period will be matched as best as possible to the same relevant period applicable to your Previous Cover and will replace the relevant period which currently applies to any existing Salary Continuance cover in legalsuper. If the Waiting Period or Benefit Period is not available, the following rules will apply.

When you transfer Salary Continuance cover to legalsuper, the Waiting Period that applies to your Salary Continuance cover will be:

- 30 days, if it was 30 days or less with the Previous Fund;
- 60 days, if it was between 31 and 60 days (inclusive) with the Previous Fund;
- 90 days, if it was between 61 and 90 days (inclusive) with your Previous Fund;

If the Waiting Period applicable to your Previous Cover is more than 90 days, you cannot transfer Salary Continuance cover into legalsuper.

The Benefit Period will be:

- 2 years, if the Benefit Period that applied to your Previous Cover was at least 2 years and less than 5 years;
- 5 years, if the Benefit Period that applied to your Previous Cover was at least 5 years and no more than 10 years;
- to age 60', if the Previous Cover Benefit Period was at least 'to age 60';
- to age 65, if the Previous Cover Benefit Period was at least 'to age 65'.

Is there a maximum amount of cover I can transfer using this form?

Yes. You can transfer up to \$1,000,000 of Death or Death and TPD cover and/or Salary Continuance cover with a monthly benefit of up to \$20,000. Any transferred Death or Death & TPD cover will be added to any existing cover in legalsuper. Any transferred Salary Continuance cover will replace any existing cover in legalsuper. You cannot hold more than \$3 million in TPD cover or more than \$30,000 per month of Salary Continuance cover.

When will my Transferred Cover commence?

From the date your insurance application is accepted in writing by the Insurer.

Will my Transferred Cover be on the same terms as my Previous Cover?

No. If your application to transfer insurance cover into legalsuper is approved, the insurance cover will be subject to the terms and conditions of the Insurer's policies issued to the Trustee of legalsuper. If you are unsure about what this means for your Transferred Cover, it is recommended that you obtain financial advice before applying to transfer your insurance cover.

CHECKLIST

I have completed all sections of the *Insurance roll-in form* ☐ Yes ☐ No

I have signed the Declaration of the *Insurance Roll-in form* ☐ Yes ☐ No

I have attached proof of my Previous Cover confirming the type and level of cover ☐ Yes ☐ No

I have attached proof of the terms which apply to my Previous Cover (if applicable) ☐ Yes ☐ No

The issue date of all my proof of Previous Cover documents is not more than 60 days prior to the date I have signed this application. ☐ Yes ☐ No

If you have checked YES to each box, please send the form and supporting documents to: