

# Life Events Application Form

EMPLOYER SPONSORED MEMBERS ONLY (AS APPLICABLE)\*

## Instructions for completing this form

- Please attach the required documents set out in Section 4
- 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

Please use **BLOCK** letters and **BLACK** ink when completing this form.

\* Please note that the whole or only parts of this form may not be applicable to you if your employer entered into a separate Death, Total and Permanent Disablement (TPD) and/or Salary Continuance insurance arrangement with the Trustee. We will let you know if separate insurance arrangements apply to you and provide you with a copy of your employer's *Insurance Guide*. You should read your employer's *Insurance Guide* to determine if this whole form or only parts of it are not applicable to you.

Return this completed form to:

legalsuper  
Locked Bag 5081  
Parramatta NSW 2124  
Phone: 1800 060 312

To be eligible to increase your insurance under Life Events cover, you must return this completed, signed and dated form within 180 days of the occurrence of the Life Event.

Please refer to the legalsuper *Product Disclosure Statement (PDS)* and *Employer Sponsored Super & Personal Super Additional Information* document (available online at [legalsuper.com.au/pds](http://legalsuper.com.au/pds)) for full terms and conditions that apply to your application.

## When to use this form

Life Events Cover allows you to increase your Death Only cover or Death and Total and Permanent Disablement (TPD) cover without having to provide medical evidence when a specific Life Event occurs.

### A specific Life Event is any of the following:

1. Marriage or an interdependent relationship of two years or more
  2. Birth or adoption of a child
  3. Child starting secondary school
  4. Taking out or increasing a mortgage on a principal place of residence in excess of \$100,000
1. Two people have an interdependent relationship if:
- they have a close personal relationship
  - they live together
  - one or each of them provides the other with domestic support, personal care and financial support.
- A person with a disability living in an institution may also qualify. Friends or flatmates just sharing accommodation or people providing care under employment contracts or on behalf of a government, charitable or benevolent organisation do not qualify.

### You can increase your cover under Life Events Cover by the following amounts:

- 1 unit of Death Only or Death and TPD cover (as applicable) – if you have unithised cover; or
- 25% of your existing fixed-cover Death Only or Death & TPD cover. Any increase in fixed-cover due to Life Events is subject to a maximum of \$200,000.

## 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 our questions, you should:

- think carefully about each question before answering. 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. 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 us immediately and the insurer 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 us for help if you have difficulty answering our questions or understanding the application process.

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 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 we 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 our questions were and how clear the information we 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 sections 1 and 2 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. Eligibility Conditions

To be eligible to receive **Death Only cover**, you must be able to answer **'True' to all questions (i) to (v)**. If you answer 'False' to any of these questions you are not eligible for any Life Events Cover. To be eligible to receive **Death and TPD cover** you must also be able to answer **'True' to all six questions including vi)**.

I confirm that:

- i) in the event of marriage, I have not previously obtained more cover under Life Events Cover because of marriage.  True  False
- ii) I have not increased my cover under Life Events Cover on 3 previous occasions.  True  False
- iii) I am currently below age 55 years.  True  False
- iv) I have never had an application for cover declined by Zurich.  True  False
- v) I have not increased my cover under Life Events Cover in the previous 12 months.  True  False
- vi) I have not made, nor am I entitled to make a TPD claim in relation to my insurance cover through legalsuper, or any other life insurance policy, whether it is issued by Zurich or any other insurer.  True  False

In the event of a claim your responses to the Eligibility Conditions will be checked by the insurer. Please read the information on the duty to take reasonable care not to make a misrepresentation in this form.

### 2. 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 by completing the Personal Statement, available online at [legalsuper.com.au/forms](http://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:
  - a) Are you now off work due to illness or injury?  Yes  No
  - b) 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
- a) 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
- b) 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 type of sickness, accident or disability benefit(s) Workers' Compensation or any other form of compensation (including Centrelink payments) due to illness or injury?  
 Note: To respond to this question, you are not required to disclose any TPD claim (under this Policy or any other life insurance policy) as this is covered by question vi) in Section 1 of this form.  Yes  No

### 3. Personal 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

Work telephone number

Home telephone number

Mobile number

Email

I authorise Zurich's underwriting service representative to contact me by phone if further information is required.

I can be contacted during the following times:

Monday     Tuesday     Wednesday  
 Thursday     Friday     Any business day

Between    am/pm and    am/pm

Please tick your preferred contact method:

home phone     work phone     mobile phone

#### 4. Life Event – Required Documents

Please select a Life Event by ticking the appropriate box:

Marriage  
 Date of event:          
 You must supply a copy of your marriage certificate.

Involvement in an interdependent relationship for 2 years or more  
 Date of event:          
 You must supply written proof of 2 year interdependent relationship that can take the form of:

- a copy of legal documents showing joint finances and commitment (e.g. lease, mortgage, property title, Will, power of attorney, joint bank account or utility bills in joint names); OR
- at least two statutory declarations<sup>2</sup> from other people who can confirm the nature of your relationship.

Birth of a child; OR  
 Adoption of a child  
 Date of event:          
 You must supply:

- a copy of the birth certificate of your child; OR
- a copy of adoption papers confirming that you have adopted a child.

Child started secondary school  
 Date of event:          
 You must supply:

- a copy of letter of enrolment/admission from secondary school; AND
- a copy of the birth certificate or adoption papers of your child or adopted child.

Taken out a mortgage in excess of \$100,000 on principal residence; OR  
 Increased mortgage on principal residence by more than \$100,000 (excludes re-draw and refinancing)  
 Date of event:          
 You must supply written confirmation from your mortgage provider(s) of EITHER:

- if a new mortgage – the amount and effective date of the mortgage; OR
- if an increased mortgage – the amount of the mortgage immediately preceding the increase, the effective date of the increase, and the current level of the increased mortgage.

<sup>2</sup> The statutory declaration must be in accordance with the *Statutory Declarations Regulations 2018*.

#### 5. Declaration and signature

I, whose signature appears below, declare that I:

- have read and understand the insurance information contained in the most recent version of legalsuper's *Superannuation Product Disclosure Statement, Employer Sponsored Super & Personal Super Additional Information* document (both available online at [legalsuper.com.au/pds](http://legalsuper.com.au/pds)) and, if applicable to me, the *Insurance Guide* related to my employer's insurance arrangements with the Trustee.
- have read and understood all the questions in this application form, and all the answers I have provided in this application form are true and complete (including those not in my own handwriting).
- understand that all the information I have provided in this application form, along with any other statements made or evidence provided in connection with this application, will be used by Zurich Australia Limited to determine my application.
- understand that the increased amount of insurance I have applied for will not become effective until I am notified in writing that Zurich Australia Limited has accepted my application.
- am not eligible to make a TPD claim under legalsuper's insurance policy with Zurich Australia Limited, or any life insurance policy, whether it is issued by Zurich Australia Limited or any other insurer.
- understand that if this application is approved, my insurance cover will increase by either 1 unit (if I have unitised cover) or 25% (if I have fixed-dollar cover, subject to a maximum of \$200,000) of the amount of cover I had at the time of the specific Life Event.
- understand and accept that all the terms and conditions, including special conditions such as premium loading or exclusions, that currently apply to my existing cover will also apply to any increased cover.
- 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.
- 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 Zurich require me to inform the person concerned that I have done so and direct them to the Privacy Policy which is located at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy).
- acknowledge that if I do not complete this form correctly or I do not sign and date this Declaration, my application will not be considered by Zurich.
- authorise any person named in this application form to verify any aspect of it, and disclose any information that they may possess about me to Zurich in relation to my application.
- I have read the Privacy Statement at section 6 of this form. (Zurich's Privacy Policy details how Zurich manages personal information. It is available free of charge by calling Customer Services on 133 667 or may be downloaded from [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy). I consent to Zurich 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 Zurich's Privacy Statement. I understand that Zurich may not be able to process my application or administer the policy without this consent.

Member's signature

Date (dd/mm/yyyy)

## 6. Privacy Statement of Zurich Australia Limited

In this section 'we', 'us' and 'our' refers to Zurich Australia Limited. 'You' and 'your' refers to policy owners and life insureds. Any reference to your personal information includes any health or other sensitive information we may hold about you.

In this section 'we', 'us' and 'our' refers to Zurich Australia Limited. 'You' and 'your' refers to policy owners and life insureds. Any reference to your personal information includes any health or other sensitive information we may hold about you.

We collect and use personal information to manage your insurance. In this section "we", "us" and "our" refers to Zurich Australia Limited.

We collect, use, process, and store personal information and, in some cases, sensitive information about you for several purposes. Purposes include complying with our legal obligations, assessing your application for insurance, managing the insurance, improving customer service or products, managing claims and dealing with potential misrepresentation. If you don't agree to provide us with the information, we may not be able to process your application, manage your cover or assess your claims. Other than from you, we may also collect information from government offices and third parties to assess an application or a claim.

By providing us with your information, you consent to our use of this information which includes us sharing your information with other parties where relevant for the purposes. Other parties can include the policy owner, your broker, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our banking gateway providers and credit card transaction processors, and our business partners. We may also use or disclose your information as authorised or required by law within Australia or overseas.

These are the relevant Australian laws that may apply:

- Australian Securities and Investment Commissions Act 2001
- Corporations Act 2001
- Insurance Contracts Act 1984
- Life Insurance Act 1995
- Superannuation Industry (Supervision) Act 1993
- Anti-Money Laundering and Counter-Terrorism Financing Act 2006
- Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)
- Income Tax Assessment Act 1997
- Taxation Administration Act 1953
- Superannuation Guarantee (Administration) Act 1992
- Small Superannuation Accounts Act 1995
- Superannuation (Unclaimed Money and Lost Members) Act 1999
- Superannuation Resolution of Complaints Act 1993
- Superannuation (Government Co-contribution for low income earners) Act 2003
- Family Law Act 1975 (Part VIII B).

We must also comply with updates to these laws and any associated regulations. In addition to these, other acts may require or authorise us to collect your personal information.

We may use personal information (but not sensitive information) collected about you to tell you about other products and services we offer. If you don't want your personal information to be used in this way, please contact us.

### If you want to know more

We can provide:

- a list of service providers and business partners that we typically may share your information with
- a list of countries in which recipients of your information are likely to be located
- details of how you can access or correct the information we hold about you
- information about how to make a complaint.

For further information about our Privacy Policy please go to our website at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy), contact us by phone on 133 667 or email us at [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au).

### Our data commitment

We understand that data security is an important concern. You can rest assured that we'll:

- keep your data safe
- never sell personal data
- not share personal data without being transparent about it
- put data to work so we can better protect you.