

# Insurance Transfer form

## Your duty to take reasonable care not to make a misrepresentation

### About this application and your duty

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

We will ask questions we need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

### 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 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. 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 we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

### Guidance for answering our questions

You are responsible for the information provided to us. When answering our 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.
- You must not assume that we will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

### Changes before your cover starts

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts.

Before your cover starts, we may ask about any changes that mean you would now answer our questions differently. As any

changes might require further assessment or investigation, it could save time if you let us know about any changes when they happen.

### Where the Policy Owner and Life Insured are different persons

If the policy owner and life insured under the policy are different persons, a misrepresentation by the life insured has the effect as though it is a misrepresentation by the policy owner.

If you request life insurance inside super, the Trustee obtains this insurance from us in relation to you. In this circumstance, we rely on the representations made to us by you or the Trustee.

### If you need help

It's important that you understand this information and the questions we ask. Ask us or your adviser for help if you have difficulty understanding the process of buying insurance or answering our questions.

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. If you want, you can have a support person you trust with you.

### What can we do if the duty is not met?

If the person who answers our questions does not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). These are intended to put us in the position we would have been in if the duty had been met.

For example we 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 we can exercise one of these remedies depends on a number of factors, including:

- whether the person who answered our questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances;
- what we would have done if the duty had been met – for example, whether we 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 we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, including what you can do if you disagree.

**Important: Do not cancel your existing cover, and/or transfer your account balance from the former fund (if applicable), until you have received confirmation in writing that your transfer request has been accepted by Vision Super.**

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

- are joining Vision Super for the first time or an existing member of Vision Super, and
- are under 60 years of age, and
- do not have a waiting period of more than 60 days on the insurance cover you wish to transfer, and
- have an employer sponsored superannuation insurance policy or an individual insurance policy linked to superannuation where you have cover for Death only or Death/TPD and/or Income Protection benefits, and
- are transferring your **total or a proportion** of your superannuation account balance with your former fund to Vision Super within 60 days from the date your application to transfer your cover has been accepted.

Please note that a transfer of insurance cover to Vision Super can apply:

- Only to Death, TPD and Income Protection cover.
- Any other ancillary benefits you have with your former fund or individual insurer or individual insurer (such as trauma, accident or funeral cover) will not be transferred to Vision Super. These ancillary benefits will not be provided by Vision Super and will cease with the closure of your external policy on transfer to Vision Super.
- MLC Limited will not accept transfers of cover for retail policies (where they are not linked to superannuation), policies held by a 3rd party or where the policy covers multiple lives.

To transfer your insurance please:

- complete all sections (in this form), providing all the required details and acknowledging the Duty to Take Reasonable Care Not to Make a Misrepresentation section of this application form; and
- return this completed insurance transfer form. The form must be received by Vision Super no later than 45 days after signing and dating this form.

**Note:** Your transferred cover amount, together with any cover that you currently have with Vision Super (where evidence of health was not required) cannot exceed the total amount of:

- \$2,000,000 for Death and TPD cover
- \$20,000 per month for Income protection cover

Any exclusions, including but not limited to pre-existing condition exclusions or restrictions, or premium loadings that apply to the cover being transferred will continue to apply to your transferred cover under our policy.

Please obtain and attach proof of your insured benefits with your former fund or individual insurer such as:

- an up-to-date insurance statement;
- certificate of currency; or
- confirmation email/letter from your former fund or individual insurer.

The statement from your previous fund must confirm the type and level of cover, including any premium loadings and/or exclusions that your cover may be subject to. The statement must be no more than 6 months old.

## Section A – Personal details

Your Vision Super membership number (if known)

Title

Mr  Mrs  Miss  Ms  Other

Date of birth (DD/MM/YYYY)

Given name(s)

Family name

Postal Address



State

Postcode

Phone number

Email

Name of current employer

Name of former fund or individual insurer

Former fund member number or Life Policy Number

Former fund Unique Superannuation Identifier (USI)  
(if known, not applicable for individual policies)

## Section B – Personal statement and confirmation of requirements

1. Provide the details of your current level and type of cover under the former fund or individual insurer (where applicable)

Death Cover

Date cover started

TPD Cover

Date cover started

**Please note** that you must transfer the total current cover to Vision Super, and you cannot transfer TPD cover without Death Cover, and if the Insurer accepts your application, your amount of cover with the former fund or individual insurer will be matched by an equivalent level of fixed Vision Super insurance cover, rounded up to the next \$1,000.

Income protection Cover Date cover started



Vision Super provides monthly cover in units of \$500. If your transfer application is successful, you will be given the number of units closest to your current monthly cover (rounded to the nearest unit).

2. Provide details of your Income Protection waiting period (eg 30 days, 60 days, 90 days)

**Please note** the waiting periods that Vision Super offer are 30 and 60 days. The waiting period from your previous fund will be matched to the waiting period being transferred to Vision Super. If the transferred waiting period is not available with Vision Super the waiting period that will apply will be the next longest waiting period (eg if you had a 45 day waiting period with your previous fund you will receive a 60 day waiting period when you transfer to Vision Super). If you currently have a waiting period that is greater than 60 days you will not be eligible to transfer your cover to Vision Super. You will be required to complete a full personal statement for your request of cover to be considered. You are not required to complete the remaining sections of this form. This does not affect any default cover you are entitled to, or may have under Vision Super.

## Personal statement and confirmation of requirements continued

3. Provide detail of your Income Protection benefit payment period (eg 2 years, 5 years, to age 65)

**Please note** The Benefit Payment Period that Vision Super offers is 2 years and to age 65. If the transferred Benefit Payment Period is not available with Vision Super the Benefit Payment Period that will apply will be the next shortest Benefit Payment Period (eg if you had a Benefit Payment Period to age 60 with your previous fund you will receive a 2 year Benefit Payment Period when you transfer your cover to Vision Super).

4. Are you currently not working, or restricted or unable to perform, the full and normal duties and contracted hours of your occupation, due to an illness or injury?  Yes  No
5. Have you:
- a) In the last 12 months: been unable to work because of injury or illness for more than 10 consecutive days?;  Yes  No  
or
- b) been advised that due to illness or injury you will need to take 10 or more consecutive days off work?  Yes  No
6. Have you ever had an application for death, Total and Permanent Disablement (TPD) and/or Income Protection cover declined?  Yes  No
7. In the last 5 years, have you made a claim or are you eligible to make a claim for an injury or illness through Workers' Compensation, sickness benefits, invalid pension or any other cover or insurance policy providing injury or illness benefits (except health insurance)?  Yes  No
8. Have you been diagnosed with any illness that reduces your life expectancy to less than 24 months from the date of this application?  Yes  No

If you have answered '**Yes**' to any of the Questions 4 - 8 above, you will not be eligible to transfer your cover into Vision Super. You will be required to complete a full personal statement for your request of cover to be considered. You are not required to complete the remaining sections of this form. This does not affect any default cover you are entitled to, or may have under Vision Super.

9. Is your cover under the former fund or individual insurer subject to any premium loadings and/or exclusions, including but not limited to pre-existing condition exclusions, or restrictions in regards to medical or other conditions?  Yes  No

If you have answered '**Yes**' to Question 9, you must attach a copy of the advice you received from the former fund or individual insurer advising you of the acceptance of that cover under those terms.

### Confirmation of requirements – please read the following statements and indicate your acceptance below

- I will cancel all existing insurance cover under my former fund or individual insurer within 60 days of receiving confirmation from Vision Super of my successful transfer application. (MLC Life Insurance reserve the right to seek confirmation of this at claim time. If satisfactory evidence is not provided, the transfer will be considered void).
- I will not be transferring the cover under my former fund or individual insurer to any other Division or Section of the former fund or individual insurer or to any other fund, other than Vision Super.
- I will not effect a continuation option, or subsequently reinstate cover within the former fund or individual insurer or any other division or associated fund of the former fund or individual insurer.
- I understand that my cover, once accepted, will be subject to the terms and conditions relating to insurance provided by Vision Super.

I confirm that the above statements are true and correct and I agree to abide by these requirements  Yes  No

If you have answered '**No**' you will not be eligible for insurance transfer into Vision Super. This does not affect any default cover you are entitled to, or may have under Vision Super.

## Section C – Telephone underwriting

The telephone underwriting facility reduces the need for follow-up information and medical reports, resulting in faster completion. I permit the insurer (MLC Life Insurance) to call me (the life to be insured) to clarify or gain further information regarding any matter pertaining to the assessment and processing of this application. I understand that the call will form part of my duty to take reasonable care not to make a misrepresentation as described in Section D.

No  Yes      If 'yes', I am contactable on the following number (    )

between the hours of

(note they must be usual business hours eastern standard time)

## Section D – Acknowledgments

I acknowledge that:

- if I do not fully complete, sign and date this application, I will not be eligible to transfer my existing cover to Vision Super; and
- if the Insurer has accepted my application, my cover will commence in Vision Super on the date this application is completed subject to cancellation of my existing cover as outlined in Section B; and
- Vision Super and the Insurer may undertake appropriate enquiry and investigation to verify the answers I have provided on this form; and
- I agree to provide Vision Super or the Insurer with any authority that may be necessary to access to the health evidence I provided to my former fund, the former fund's insurer or my individual insurer for the purposes of assessing any application for that cover, and
- should it become apparent to Vision Super or its Insurer that I have not undertaken the requirements that I confirmed in Section B above, then any insured benefit that may be payable to me or my estate or my beneficiaries from Vision Super may be reduced in whole or in part as a consequence of my failure to abide by these conditions. This reduction in benefit will, however, be limited to the extent that my benefit from Vision Super is no less than I would have been eligible to receive under the terms of the policy between Vision Super and the Insurer had I not applied for a transfer of cover; and
- If my insurance transfer application is for any reason declined, my existing insurance with Vision Super will continue unless I choose to cancel it or my insurance ends.

By signing this form, I confirm that:

- I have read Vision Super's Privacy Statement as outlined in the Vision Super Product Disclosure Statement (PDS) and the Vision Super Insurance Booklet. I understand how Vision Super intends to handle my personal information and acknowledge that my personal information will only be used for the purposes specified.
- I have read and understand the duty to take reasonable care not to make a misrepresentation.
- I consent to the collection and use of my personal information by the Trustee to establish and administer my superannuation account.

If you have any questions about your rights under the privacy legislation, please call Vision Super on **1300 300 820**

**I confirm I have:**

- completed Section A, B and C of this Insurance Transfer Form, providing all the required details and signing the form; and
- attached an up-to-date statement from my former fund or written evidence from my individual insurer confirming the type and level of cover I have with the former fund or individual insurer.

**Please sign and date below:**

Full name

Member's signature

	Date (DD/MM/YY)
	<input type="text"/>

**Please return the completed form, with attachments, to Vision Super, P.O. Box 18041, Collins Street East, VIC 8003.  
Freecall: 1300 300 820**