

# Your 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.

## Privacy

The Privacy of TAL Life Limited (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 and sensitive information is set out in the TAL Privacy Policy available at [tal.com.au/Privacy-Policy](http://tal.com.au/Privacy-Policy) or free of charge on request to TAL by telephoning 1300 209 088.

## 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 that we collect, for example a birth certificate 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
- 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).

# Insurance Transfer Information

## Important

If you apply to transfer retain alert your cover, it is important to wait until you receive confirmation that we have accepted your insurance before cancelling your existing cover or consolidating your super balance into your NGS Super account.

Please complete this form if you would like to transfer your existing insurance cover to NGS Super. Any equivalent cover in NGS Super ('the Fund') will be provided by TAL Life Limited ('the Insurer') and their definitions, terms and conditions will apply to the cover. The amount of the total sum insured after the transfer of cover cannot exceed:

- \$2,000,000 for Life/TPD
- \$15,000 per month for income protection (IP).

Before deciding to replace any existing cover, you should compare and consider the policy terms and conditions to work out if the insurance cover is right for you. If you decide to replace existing cover you hold with another Superannuation Fund or insurer, please do not cancel your existing cover until we have 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 have 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 did not 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

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

1. are under age 60 and
2. have superannuation with another fund where you are covered for Life and/or TPD benefit and/or IP benefit under that fund ('former fund'); or
3. have an individual Life and/or TPD and/or IP insurance policy outside of superannuation from a life insurer ('individual insurer').

**Note:** Ex-QIEC Super members are eligible to apply to transfer insurance cover from funds outside of NGS Super up until age 65. Relevant members will still need to meet eligibility criteria 2 and 3 above.

## How to transfer your cover?

1. Complete Sections 1 to 8 of this form, which includes acknowledging the Duty of Disclosure section of this form.
2. Attach proof of your insured benefits from your former fund or individual insurer confirming the type and level of cover you have, such as:
  - an up-to-date statement
  - certificate of currency
  - confirmation email/letter from your former fund/life insurer.The document must be dated within the last **60** days.
3. If the transferred cover is from another super fund, then once the new cover has been confirmed in writing as accepted by TAL, you are required to transfer the total available account balance of this fund into your NGS Super Accumulation account within **60** days of the date of the acceptance.

**Please note that acceptance of your transfer request is subject to the insurer's acceptance and the terms of acceptance.**

**Transferred cover will be subject to the NGS Super Insurance Terms and Conditions which may not match your previous policy.**

If TAL accepts your application, you will receive an amount of cover equivalent to the level of cover you currently have with your former fund or individual insurer.

If this cover is for **Life and/or TPD**, this cover will apply **in addition to any existing cover** that you may have under NGS Super (subject to terms and conditions of the policies). However, if you do not currently have **Default Cover**, you will not be eligible to receive **Default Cover** in addition to your transferred cover in the future, even if you meet our eligibility requirements.

If you are transferring **IP** cover, this transferred cover (including relevant waiting and benefit payment periods) will replace any existing cover that you may have under NGS Super subject to the following conditions:

- where there is no equivalent waiting period (e.g. transferring cover has a 45 days waiting period), the waiting period will be the next longer waiting period (e.g. 60 days)
- where there is **no equivalent benefit payment period** (e.g. transferring cover has a 3-year benefit payment period), the benefit payment period will be the next shorter benefit payment period available (e.g. up to 2 years). It should be noted that:
  - i. the waiting period of the cover to be transferred must not be longer than 90 days and
  - ii. the benefit payment period of the cover to be transferred cannot be shorter than 2 years

or

- if the **waiting and benefit payment period match** (your existing NGS Super cover), the transfer cover can be added to your existing amount of cover – subject to your income supporting your requested cover level.

Please note, your Income Protection cover is designed to help replace up to 80% of your **Pre-Disability Income**, plus up to 12% of your **Pre-Disability Income** paid as a super contribution into your NGS Accumulation account (the amount paid as a super contribution will depend on when the Waiting Period commences. Refer to the Insurance guide for more information). It is not an agreed value policy.

The amount of the total sum insured after the transfer of cover cannot exceed:

- \$2 million for life and TPD cover; and
- \$15,000 per month for IP.

All your cover will become **Fixed Cover** (including any existing cover you may have under NGS Super) if you transfer cover into your NGS Accumulation account.

Any **loadings, exclusions, restrictions or limitations** which were imposed on your insurance cover by the former fund or individual insurer will be assessed and if accepted by the Insurer, apply to the transferred cover. Please attach a copy of the advice you received from the former fund or individual insurer (that is dated within the last 60 days) advising you of the acceptance of that cover subject to these additional terms.

## Life cover/Death cover

Within this form we have referenced 'Life cover' as per the terminology used in the NGS Super insurance policy instead of 'Death Cover'. Both terms can be used interchangeably and refer to the same type of insurance cover.

## If you need help

If you're unsure of your decisions, consider obtaining professional advice. We offer:

- advice at no extra cost through our advice Helpline or
- low-cost advice through NGS Financial Planning.

To make an appointment phone us on **1300 133 177** or complete the **Financial advice enquiry form** on our website at [ngssuper.com.au/advice](https://ngssuper.com.au/advice)

# Insurance Transfer Form

If you transfer cover to your NGS Accumulation account, any Life and TPD cover will be in addition to any existing NGS insurance cover that you have. However, if you do not currently have Default Cover, you will not be eligible to receive Default Cover in addition to your transferred cover in the future, even if you meet our eligibility requirements. Please call us if you are unsure if you have Default Cover or to find out how to apply for it if you are eligible.

## Save time, apply online

Applying to vary your insurance via the **Member Online** portal is quick and easy. Simply login via [ngssuper.com.au/MOL](https://ngssuper.com.au/MOL) go to the insurance section and click on the link to the **TAL Insurance portal**.

Please send your completed form to:

**NGS Super GPO Box 4303 MELBOURNE VIC 3001**

or email to: **NGSAdminTeam@mercero.com**

## Step 1. Personal details

Please print in black or blue pen, in capital letters.

NGS member number	Gender	Title	Date of birth
<input type="text"/>	M <input type="radio"/> F <input type="radio"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Given name(s)			
<input type="text"/>			
Surname			
<input type="text"/>			
Current Residential address			
<input type="text"/>			
Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Postal address (if different to above)			
<input type="text"/>			
Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Phone number	Mobile		
<input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/>		
Personal email			
<input type="text"/>			

## Step 2. Occupation details

Name of current employer

Employment status

Self employed ☐ Employee Full time ☐ Employee Part-time ☐ Casual ☐ Not working ☐ Domestic duties ☐

Occupation

It's important to advise us of your occupation details, employer details and annual salary to ensure you have the right insurance category as this may impact your sum insured and will impact premium amounts.

1. Are you employed by a school, a kindergarten, a P&C Association, or other body providing education as its primary function, a credit union, bank or other employer in the finance sector? ☐ Yes ☐ No

1. Are the duties of your occupation limited to professional, managerial, teaching, administrative, clerical, secretarial or similar 'white collar' tasks which do not involve manual work and are undertaken entirely (or at least 80%) within an office environment or classroom (excluding workshops)? ☐ Yes ☐ No

Annual Salary \$  ,  ,

Please refer to the **Insurance Guide** at [ngssuper.com.au/PDS](https://ngssuper.com.au/PDS) for further information on the default insurance category.

### Step 3. Other fund or insurer details

Name of former fund or individual insurer

Former fund member number or Life Policy number

Former fund SPIN (if known, not applicable for individual policies)

### Step 4. Short form personal statement

Please note you have a duty to disclose all relevant information. Failing to provide the insurer with full and accurate information could result in your insurance cover being cancelled and any claim for benefit could be denied, so it is vital you answer all questions fully and accurately.

If you answer 'False' to any of the statements 1 through to 5 below, you will **not be eligible to transfer your cover into NGS Super** and should not continue with completing this form. You will continue to maintain any existing cover you may have with NGS Super.

**I confirm the following:**

1. I am currently able to perform all of the normal duties of my usual occupation for at least 30 hours per week without any restriction (even if I am not employed to work 30 hours per week). True ☐ False ☐
2. I do not currently suffer and I have not been diagnosed with an injury or illness that may cause me to be permanently unable to perform my usual occupation within the next 24 months. True ☐ False ☐
3. I have not been diagnosed with an injury or illness that is likely to reduce my life expectancy to less than 24 months. True ☐ False ☐
4. I have never made a claim in the 10 years immediately preceding the date of this application and I am not currently intending to make a claim for an illness or injury from the following:
  - a. workers' compensation
  - b. government benefits (such as sickness benefit, invalidity pension)
  - c. motor accident scheme
  - d. superannuation fund
  - e. life insurance policies.True ☐ False ☐
5. I have not within the last 12 months been absent from my usual occupation (employed or unemployed) for more than 10 consecutive days due to an injury or illness. True ☐ False ☐
6. I have had an application for Life, Terminal Illness, Total and Permanent Disablement or Income Protection cover, declined, or offered to me on non-standard terms (e.g. premium loading and/or exclusion) whether accepted by me or not. True ☐ False ☐

If you answer **True to question 6**, please provide a copy of the advice you received from the former fund or individual insurer advising you of the decision including details of any applicable loadings, exclusions, restrictions and/or limitations. Any loadings, exclusions, restrictions or limitations which were imposed on your insurance cover by the former fund or individual insurer may apply to the transferred cover.

## Step 5. Confirmation of requirements

### 1. Please confirm that the following statements are true and correct by ticking the appropriate box

- i. Upon confirmation from NGS Super of acceptance of my transfer of cover, I will cancel my existing insurance cover under my former fund or individual insurer.
- ii. 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 NGS Super.
- iii. 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.
- iv. I will transfer my total superannuation account balance (available at the time of transfer) with my former fund (if applicable) to NGS Super within 60 days from the date my application to transfer my cover has been accepted.

I confirm that the above statements are true and correct and I agree to abide by these requirements.

True ☐ False ☐

If you have ticked 'False' you are **not eligible for insurance transfer to NGS**

**Super.** This does not affect any existing cover you may have under NGS Super.

- ### 2. I understand that my cover, once accepted, will be subject to the terms and conditions (including definitions) relating to insurance provided by NGS Super. In the event of a claim, NGS Super's terms and conditions (including definitions) may differ from the terms and conditions of my former fund.

True ☐ False ☐

### 3. I confirm the details of my current cover with the former fund or individual insurer is as follows:

Life cover

\$  ,  ,

Date cover started

/  /

Total and Permanent Disablement cover

\$  ,  ,

Date cover started

/  /

**Please note** that you must transfer your total current cover you have to NGS Super and it will be converted to fixed sum insured.

Income protection cover

\$  ,  ,  (per month)

Date cover started

/  /

Income protection waiting period

Income protection benefit payment period

**Income protection waiting period** the waiting periods that NGS Super offer are 30, 60 or 90 days. The waiting period from your previous fund will be matched to the waiting period being transferred. If the transferred waiting period is not available with NGS Super, the waiting period that will apply will be the next longest waiting period (e.g. if you had a 45 day waiting period with your former fund or individual insurer you will receive a 60 day waiting period when you transfer your cover to NGS Super).

**Income protection benefit payment period** the benefit payment periods that NGS Super offer are two years, five years, 'to age 65' and 'to age 67'. If the transferred benefit payment period is not offered under NGS Super, the benefit payment period that will apply will be the next shortest benefit payment period (e.g. if you had a 3 year benefit payment period with your former fund or individual insurer, you will receive a 2 year benefit payment period when you transfer your cover to NGS Super).

**Income protection additional benefits** if your former fund or individual insurer provided these (e.g. nursing care benefit, specific illness benefit) they will not be available under NGS Super.

## Step 6. Telephone underwriting

The telephone underwriting facility reduces the need for follow-up information and medical reports, resulting in faster completion. I permit the insurer TAL Life Limited 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 of disclosure to take reasonable care as described in Section 8 Declaration and signature.

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

between (usual business hours eastern standard time) the hours of  AM / PM and  AM / PM

## Step 7. Inactive Account Election to maintain your cover

If you have insurance cover in your NGS account and your account becomes **Inactive** for a continuous period of 16 months, your cover will be cancelled unless you have elected to keep it. You must make an election before your account becomes **Inactive**. Generally, an account is **Inactive** where we have not received a contribution or rollover for a period of 16 continuous months.

To maintain your insurance cover and prevent it from being cancelled, simply complete this section.

☐ I confirm that I wish to maintain my insurance cover even when my account is **Inactive** unless I notify you otherwise in writing, or my cover ceases due to the terms and conditions of the NGS Super insurance policy.

By submitting this election, I acknowledge:

- I have read and understood the **Insurance Guide** available at [ngssuper.com.au/PDS](https://ngssuper.com.au/PDS) relating to the cover I am electing to keep and my decision to opt-in to keep this cover is based on my understanding of the relevant guide
- I understand that the insurance cover will only be provided on the terms and conditions set out in the relevant insurance **Policy** as agreed between NGS Super and TAL Life Limited
- I understand I can at any time apply to decrease or cancel my insurance cover by completing the **Insurance reduction or cancellation form** available at [ngssuper.com.au/forms](https://ngssuper.com.au/forms)

## Step 8. Declaration and signature

### I acknowledge that

- I have read and understood my duty to take reasonable care.
- The information provided here is true and complete and I agree that this Declaration shall be held to form part of the application for insurance.
- I will cancel my existing insurance cover under my former fund or individual insurer once I receive confirmation of acceptance of this insurance from TAL.
- 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 NGS 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.
- If applicable, I will transfer my total superannuation account balance (available at the time of transfer) with my former fund to NGS Super within 60 days from the date my application to transfer my cover has been accepted.
- I understand that my cover, once accepted, will be subject to the terms and conditions relating to insurance provided by the Fund.
- I agree to TAL's collection, use and disclosure of my personal information provided in this application.

☐ I confirm that I have attached verification of the type and level of cover I have under my former fund or individual insurer (NGS Super must receive this evidence within 60 days of it being issued).

Signature  Date  /  /

## Privacy collection statement

NGS Super Pty Limited ABN 46 003 491 487 collects personal information from you (or from third parties such as your employer or another super fund) to manage your NGS Super account, keep you informed, improve our products and services or take action on a matter you have contacted us about. If we don't have your personal information, we may not be able to perform these services. We may be authorised to collect your personal information by certain laws, including laws relating to superannuation, taxation and anti-money laundering/counter-terrorism financing.

We disclose personal information as required to manage the Fund, to service providers (including our administrator, our insurer and professional advisers), employers or parties required by law. Personal information may be accessed by service providers overseas, most likely by our administrator's processing centre in India. For any other offshore locations, details of how to access and change your personal information and the privacy complaints process, go to [ngssuper.com.au/pcs](https://ngssuper.com.au/pcs) and [ngssuper.com.au/privacy](https://ngssuper.com.au/privacy) or call us on **1300 133 177**.

## Important information

You should consider all the information contained in the **NGS Accumulation Product Disclosure Statement, FSG** and **Target Market Determination** before making a decision about investing in NGS Super.

The content provided in this information sheet is general information only and does not take into account your objectives, financial situation or needs. Before making a financial decision, please assess the appropriateness of the information to your individual circumstances and consider seeking professional advice.