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** 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).

TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL)
Issued by NGS Super Pty Limited ABN 46 003 491 487 AFSL No 233154 the trustee of NGS Super ABN 73 549 180 515

Insurance Transfer Information

Important

If you apply to transfer your cover, it is important to wait until you receive written confirmation that we have accepted your transfer of insurance before:

- cancelling your existing cover under an individual insurance policy, or
- consolidating your super balance into your NGS Super account, as this will have the effect of cancelling your cover in the other fund.

Please complete this form if you would like to transfer your insurance cover to NGS Super. Any new 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 transferred cover.

After the transfer of cover into NGS Super the total amount of cover you can hold in NGS Super, including any existing cover you held before the transfer of cover, cannot be higher than:

- $2,000,000 for Life/Total and Permanent Disablement (TPD)
- $15,000 per month for Income Protection (IP).

If our insurer accepts your request to transfer your other cover, you must cancel your other cover. This will be checked by our insurer in the event of a claim. Failure to cancel your other cover may affect your ability to claim the amount transferred to NGS Super.

Before deciding to transfer any other cover, you should compare and consider the policy terms and conditions of your other cover with those applying to the cover provided by NGS Super to work out if the insurance cover in NGS Super is right for you. If you decide to transfer your cover from outside NGS Super, 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 other cover if the health issue did not exist when you first took out the other cover
- You may also be subject to longer waiting periods before you can make a claim on the new cover
- A general exclusion may apply to all members in the cover provided by NGS Super which did not apply in your other cover.

You can apply to transfer insurance cover that you have outside of NGS Super if you are under age 60 and either:

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

How to transfer your cover

1. Complete Steps 1 to 8 of this form, which includes acknowledging the Duty to take Reasonable Care section of this form.
2. Attach proof of your insured cover from your other fund or insurance policy confirming the type and level of cover you have, such as:
   - an up-to-date statement
   - certificate of currency or
   - confirmation email/letter from your other fund/life insurer.

   These documents must be dated within the last **60** days of the date NGS Super receives your completed Insurance Transfer Form, and include details of any special conditions applied by the insurer specifically to your cover, such as exclusions or premium loadings.
3. If the transferred cover carries 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 written acceptance of your cover by TAL.

Note: our insurer will decide whether to accept (on standard terms or non-standard terms) or decline your application to transfer cover.

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

How your transferred cover will affect any existing cover you have in NGS Super

Life and TPD Cover

If our insurer accepts your application to transfer for Life and/or TPD, your transferred cover will be added to your existing Default Cover/ existing cover.

However, if you do not currently have Default Cover, you will no longer be eligible to receive Default Cover in the future, even if you meet our eligibility requirements.

Income Protection Cover

If our insurer accepts your application to transfer IP cover, in many circumstances your transferred cover will be **added** to any existing cover you have in NGS Super. However, in two cases, as outlined below, the transferred cover will **replace** existing IP cover.

Standard Case

Where there is full alignment between both the waiting period and benefit period of existing IP cover with NGS Super and the other cover you want to transfer, your transferred cover will be added to your existing cover.

For example, if your existing cover is $6,000 per month with a 90 day waiting period and a 2 year benefit period and you transfer in cover of $3,000 per month also with a 90 day waiting period and a 2 year benefit period, your new cover will be $9,000 per month, provided this does not exceed 92% of your Pre-Disability Income, as defined in the Insurance guide.

Replacement Case One

Where there is not full alignment between both the waiting period and benefit period of your existing IP cover in NGS Super and the other cover you want to transfer but NGS Super does offer the waiting period and benefit period aligned to your other cover, two important changes will occur to your existing IP cover:

1. The amount of your transferred cover will not be added to your existing IP cover. Instead, the amount of your transferred IP cover will replace the amount of your existing IP cover in NGS Super, and

2. The waiting period and benefit period of your cover will be aligned to the periods of your transferred IP Cover.

For example, if your existing IP cover in NGS is $2,000 per month with a 30 day waiting period and a 5 year benefit period and your transferred cover is $3,000 per month with a 90 day waiting period and a 2 year benefit period, your new IP cover (after the transfer) will be $3,000 per month with a 90 day waiting period and a 2 year benefit period.

Replacement Case Two

If either or both **the waiting period or benefit period of your other cover** are not available in NGS Super, then as well as the amount of your transferred IP cover **replacing the** amount of your existing IP cover in NGS Super, the waiting period of your IP cover (after the transfer of cover) will be the next longest waiting period available in NGS Super (subject to a maximum of 90 days).

Replacement Case Two (Cont'd)

For example, if your other cover had a 45-day waiting period, then your new waiting period will be 60 days.

Similarly, the benefit payment period of your IP cover (after the transfer of cover) will be the next shortest benefit payment period available in NGS Super (subject to a minimum of 2 years). For example, if your other cover had a 3-year benefit period, then your new benefit period will be 2 years.

Note: our insurer will not accept a request to transfer IP cover where:

- the waiting period of the other cover is longer than the longest NGS Super waiting period of 90 days. For example a request to transfer IP cover with a waiting period of 180 days will be declined, or
- the benefit period of the other cover is shorter than the shortest NGS Super benefit period of 2 years. For example a request to transfer IP cover with a benefit period of 12 months will be declined.

If your transfer application is approved for Life, TPD and/or IP cover, all your cover will become **Fixed Cover**, including any existing Default cover you may have under NGS Super.

If your application is accepted by the insurer, any **loadings, exclusions, restrictions or limitations** which were imposed on your insurance cover in your previous policy will apply to the transferred cover in NGS Super.

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**

Insurance Transfer Form

Use this form to to transfer your insurance cover to NGS Super.

Please ensure you have read the the Insurance Transfer Information on page 2 of this form. Please note, if you do not currently have Default Cover, you can still transfer cover to your account but 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.

Please send your completed form to:

NGS Super GPO Box 4721
MELBOURNE VIC 3001

Step 1. Personal details

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

NGS member number

Gender M ◯ F ◯

Title

Date of birth / /

Given name(s)

Surname

Current Residential address

Suburb

State

Postcode

Postal address (if different to above)

Suburb

State

Postcode

Phone number –

Mobile –

Personal email

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 base salary (excluding superannuation) to ensure you are in the right insurance category as this impacts the amount and cost of your cover.

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
2. 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 Base Salary (excluding super) $, ,

Annual Base Salary includes salary or wage as well as any overtime, bonuses and shift allowances. If you are self-employed please refer to the definition of income used for self-employed Income Protection, as set out in the **Insurance guide**. Please refer to the **Insurance guide** at **ngssuper.com.au/pds** for further information on the default insurance category.

Step 3. Other fund or insurance policy details

Name of other fund or other insurance policy

Other member number or Policy number of other insurance policy

Other fund SPIN (if known, not applicable for other insurance 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 transferred insurance cover being cancelled and any claim for for the transferred cover 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. this or any other 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 my other cover for the Life and/or Terminal Illness, Total and Permanent Disablement or Income Protection cover which I wish to transfer to NGS Super was offered to me on non-standard terms (e.g. a premium loading and/or an exclusion). True ☐ False ☐

If you answer **True to question 6**, please provide a copy of the advice you received from the other fund or insurance policy 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 other fund or other insurance policy will apply to the transferred cover in NGS Super until such time as they expire according to their terms.

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 the other insurance cover outlined in this transfer application.

ii. I will not be transferring the cover from my other fund to any other division or section of the other fund other than NGS Super.

iii. I will not arrange a continuation option, or subsequently reinstate cover within the other fund or other insurance policy.

iv. If my other cover is from another super fund, I will transfer the total superannuation account balance (available at the time of transfer) of my other fund to NGS Super within 60 days from the date of written acceptance of my application by TAL.

v. I understand that if there is not enough money in my NGS Super account to pay premiums for the transferred cover within 60 days of the date my transfer application was accepted, then the insurer's acceptance will be void and the insurer will consider my application not have proceeded.

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 transfer of my cover, once accepted, will be subject to the terms and conditions (including definitions) in the insurance policies between NGS Super and TAL, which may differ from the terms and conditions of my other cover.

True ☐ False ☐

3. I confirm the details of my current cover with my other fund or other insurance policy is as follows:

Life cover
$ ☐☐☐ , ☐☐☐ , ☐☐☐

Date cover started
☐☐ / ☐☐ / ☐☐

Total and Permanent Disablement cover
$ ☐☐☐ , ☐☐☐ , ☐☐☐

Date cover started
☐☐ / ☐☐ / ☐☐

Income protection cover
$ ☐☐☐ , ☐☐☐ , ☐☐☐ (per month, before tax)

Date cover started
☐☐ / ☐☐ / ☐☐

Income protection waiting period ☐☐☐☐☐☐☐☐ Income protection benefit payment period ☐☐☐☐☐☐☐☐

Please note if you have existing age-based Default Cover at the time you transfer your cover to your NGS account, the age-based cover will be treated as follows:

- if you transfer either life cover only or TPD cover only (or both) then both your age-based life cover and default TPD cover will be converted to Fixed Cover. Your age-based income protection cover remains as age-based Default Cover.
- if you transfer income protection cover, your cover will be Fixed Cover, but your age-based life and TPD cover remain as age-based Default Cover.

Step 6. Telephone assistance from the insurer

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 Step 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.

By submitting this election, I acknowledge:

- I have read the relevant sections of the **Insurance guide** available at **ngssuper.com.au/pds** relating to the cover I am electing to keep and my decision is based on my understanding of this information
- 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 reduce or cancel my insurance cover by completing the **Insurance reduction or cancellation form** available at **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 other fund or other insurance policy once I receive written confirmation of acceptance of this transfer application from TAL.
- I will not be transferring the cover under my other fund or other insurance policy to any other division or section of the other fund to any fund, other than NGS Super.
- I will not arrange a continuation option, or subsequently reinstate cover within the other fund or other insurance policy or any other division or associated fund of the other fund or other insurance policy
- If applicable, I will transfer my total superannuation account balance (available at the time of transfer) with my other fund to NGS Super within 60 days from the date of written acceptance of 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 other fund or other insurance policy (NGS Super must receive this evidence within 60 days of it being issued by your other fund or individual insurance policy).

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. For offshore locations, details of how to access and change your personal information and the privacy complaints process, go to **ngssuper.com.au/pcs** and **ngssuper.com.au/privacy** or call us on **1300 133 177**.

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