

# Insurance roll-in form

Return this completed form to:

## Instructions for completing this form

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

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

Some words or terms in this form have a special meaning in the insurer's policy documents. These words appear capitalised and are explained in the *Employer Sponsored Super & Personal Super Additional Information* document relevant to your member type.

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

## When to use this form

Please complete this form if you are a member of legalsuper and would like to apply to transfer your current insurance cover under another life insurance policy ('Previous Cover') as a member of a superannuation fund ('Previous Fund') or under a retail policy ('Previous Cover') to legalsuper ('Transferred Cover'). You can use this form to transfer up to \$1,000,000 Death Only or Death & Total and Permanent Disablement (TPD) cover and/or Salary Continuance cover providing up to a maximum monthly benefit of \$20,000 (which cannot exceed 85% of your monthly Salary).

### Eligibility Conditions to roll-in cover to legalsuper

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

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

For further information, please refer to the *Employer Sponsored Super & Personal Super Additional Information* document relevant to your member type (available at [legalsuper.com.au/pds](http://legalsuper.com.au/pds)).

### Cancelling your Previous Cover

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

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

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

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

### Your duty of disclosure

The Trustee who enters into a life insurance contract in respect of your life has a duty, before entering into the contract, to tell OnePath Life anything that it knows, or could reasonably be expected to know, may affect the insurer's decision to provide the insurance and on what terms.

The Trustee has this duty until the insurer agrees to provide the insurance.

The Trustee has the same duty before it extends, varies or reinstates the contract. The Trustee does not need to tell the insurer anything that:

- reduces the risk the insurer insures you for; or
- is of common knowledge; or
- the insurer knows or should know as an insurer, or
- the insurer waives your duty to tell the insurer about.

In order for the Trustee to comply with the duty of disclosure, we require you, to tell us (the Trustee and the insurer), anything you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

If you do not tell the Trustee and insurer something that you know, or could reasonably be expected to know, may affect the insurer's decision to provide the insurance and on what terms, this may be treated as a failure by the Trustee entering into the contract to tell the insurer something that you and the Trustee must tell the insurer.

### If you do not tell the insurer something

In exercising the following rights, the insurer may consider whether different types of cover can constitute separate contracts of life insurance. If they do, the insurer may apply the following rights separately to each type of cover.

If you do not tell the insurer and the Trustee anything you are required to, and the insurer would not have provided the insurance or entered into the same contract with the Trustee if you had told the insurer and the Trustee, the insurer may avoid the contract within 3 years of entering into it.

If the insurer chooses not to avoid the contract, the insurer may, at any time, reduce the amount of insurance provided. This would be worked out using a formula that takes into account the insurance fee that would have been payable if you had told the insurer and the Trustee everything you should have. However, if the contract provides cover on death, the insurer may only exercise this right within 3 years of entering into the contract.

If the insurer chooses not to avoid the contract or reduce the amount of insurance provided, the insurer may, at any time vary the contract in a way that places the insurer in the same position it would have been in if you had told the insurer and the Trustee everything you should have. However this right does not apply if the contract provides cover on death.

If the failure to tell the insurer is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

### Insurer's eligibility criteria

You are eligible to become an insured member in legalsuper if:

- you are an Australian citizen or holder of a valid visa which allows you to work in Australia;
- you reside in Australia;
- for Death Only or Death and TPD cover, you are aged between 11 and 69 years of age (both inclusive);
- you are not an Excluded member, which means that you have not been paid a TPD benefit from any source, or if in the Personal division of legalsuper, engaged in an occupation which is uninsurable in legalsuper. Please contact us for information on Excluded Occupations; and
- for Salary Continuance cover, you work at least 15 hour per week on a regular basis and are not employed on a Casual Basis, as defined by the insurer.

### 1. Screening Questions

If you answer yes to any of these Screening Questions you cannot proceed with this application and will need to apply for cover 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 'Duty of disclosure' information in this form.

1. Other than for colds, flus, minor upper respiratory tract infections 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
2. 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
3. Have you ever had an application for life, trauma or disability insurance declined, deferred, accepted with a higher than normal premium (other than for smoking) or issued with a restriction or exclusion?  Yes  No
4. a) Other than for colds, flus, minor upper respiratory tract infections or minor headaches, 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
5. 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
6. Have you ever made or are you entitled to make a claim for:
  - a) Any TPD benefit from any source, or  Yes  No
  - b) Other than any TPD claim disclosed in question 6a, any type of sickness, accident or disability benefit(s), Workers' Compensation or any other form of compensation (including Centrelink payments) due to illness or injury?  Yes  No

### 2. Membership details

legalsuper Membership Number (if known)  
  
 Mr  Mrs  Ms  Miss  Dr  Justice  
 Gender  Male  Female  
 Surname  
  
 Given Names  
  
 Date of birth (dd/mm/yyyy)

Postal Address  
  
  
 Town or Suburb  
  
 State  Postcode   
 Telephone number   
 Mobile Number   
 Email   
 Occupation  
 Judge  Barrister  Solicitor/Lawyer  
 Management staff  Administration/Support staff  
 Other (please specify)

**Current Employment Status**  
 Please tick the option that applies to you:  
 Permanently employed: working on a permanent full-time or part-time basis, receiving a fixed salary and accruing entitlements for sick leave and annual leave.  
 Contractor: employed under a written contract of services for a minimum of 15 hours each week for a continuous 12 month period and are, under the contract, having salary and superannuation guarantee contributions paid for you.  
 Casual: performing identifiable duties with your employer and working on a temporary as required basis, paid on an hourly, daily or weekly basis for the period actually worked, without any commitment from your employer or principal that your engagement is ongoing and no entitlement to holiday leave or sick leave.  
 Self-employed  
 Unemployed  
 Other (please explain)

How many hours do you work a week?   
 (if less than 15 hours per week, you are not eligible to roll-in your Salary Continuance cover into legalsuper).  
 I authorise an underwriting service representative from legalsuper's insurer (OnePath Life) to contact me by phone if further information is required.  
 Yes  No  
 I can be contacted during the following times:  
 Monday  Tuesday  Wednesday  Thursday  Friday  
 Any business day  
 Between the hours of  and   
 Please tick your preferred contact method:  
 home phone  work phone  mobile phone

Are you an Australian citizen, a New Zealand citizen or an 'Australian permanent resident' (as defined by the insurer)?

Yes  No

If No, do you hold a visa permitting residency?

Yes  No If Yes, advise the type of working visa:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### 3. Details of insurance cover you wish to roll into legalsuper

Member/Policy number  
 \_\_\_\_\_

Name of Superannuation Fund/Plan  
 \_\_\_\_\_

Name of insurer  
 \_\_\_\_\_

#### a) Your Previous Insurance cover

You are responsible for making enquiries regarding any exit, transfer or other fees that may be triggered by rolling-in your Previous Cover. You should do this so that you completely understand the effects of rolling-in your insurance cover to legalsuper.

To complete this section, you will need to:

- complete the table below with respect to the Previous Cover that you wish to transfer into legalsuper on relevantly the same terms as set out in legalsuper's group life insurance contract(s) with OnePath Life.
- attach proof of your insurance cover\* confirming the type and level of your Previous Cover at the time of completing this application.  
*\*Please refer to Section 6 - 'Frequently asked questions' at the end of this form for acceptable forms of proof of cover. OnePath Life will not accept documentation that has been issued more than 60 days before the date that OnePath Life receives your application.*
- attach a copy of the correspondence you received from your Previous Fund or insurer which sets out the terms which apply to your Previous Cover.

Details of cover	Type of cover		
	Death Only	Death & TPD	Salary Continuance (Monthly benefit)
Amount of cover	\$	\$	\$
Date cover started (dd/mm/yyyy)	/ /	/ /	/ /
Waiting period (days)	Not applicable		
Benefit period			
			To age OR _____ years

Transferred Death Only or Death & TPD cover will be converted to the same unit-based or fixed cover arrangement as your existing cover through legalsuper or, if you have no existing cover, then as unit-based cover. Fixed Death or Death & TPD cover will be rounded to the next highest multiple of \$10,000. Unit-based cover will be rounded to the next highest unit (if rounding is required).

**IMPORTANT: If you are transferring previous salary continuance cover from another superannuation fund, you must transfer your entire account balance from that fund to legalsuper.**

#### b) Cover limitations

Is your Previous Cover subject to any of the following?

	Death Only	Death & TPD	Salary Continuance
a premium loading?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
an exclusion?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
a restriction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
a pre-existing condition restriction/exclusion?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
any other limitation of any sort?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### 4. Declaration

- I have read and understand the insurance information contained in legalsuper's *Product Disclosure Statement and Employer Sponsored Super & Personal Super Additional Information* document (available online at [legalsuper.com.au](http://legalsuper.com.au) or by calling **1800 060 312** (8am to 8pm [AEST] Monday to Friday).
- I have read and carefully considered all the information in this *Insurance roll-in form*, and all the answers provided in this form are true and complete (including those not in my own handwriting).
- Upon being notified that OnePath Life has accepted my application to transfer my insurance, I will:
  - immediately cancel all my Previous Cover;
  - not be transferring the Previous Cover to any other division or section of a Previous Fund or to any other fund or policy, other than legalsuper; and
  - not exercise a continuation option, or subsequently reinstate any cancelled cover within the Previous Fund or any other division, section, category of the Previous Fund or insurance policy where such reinstatement of cover is available to me.
- I acknowledge and understand that if I do not validly cancel my Previous Cover, then in the event OnePath Life accepts a claim for death, Terminal Illness, Total Disability or Partial Disability OnePath Life will reduce any benefit payable by the amount of any benefit payable under the Previous Cover to the extent that the Previous Cover should have been cancelled but was not.
- I 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 OnePath Life.
- I have read the Duty of Disclosure and understand the consequences available to OnePath Life if I fail to tell OnePath Life any matter relevant to its decision to provide insurance. I understand that my Duty of Disclosure continues after I have completed this application until I am notified in writing that my application has been accepted.
- 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 OnePath Life require me to inform the person concerned that I have done so and direct them to the Privacy Policy which is located at [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy).
- I understand that my insurance will not become effective until OnePath Life has accepted my application for insurance cover in writing.
- I understand that if OnePath Life accepts my application, the terms and conditions outlined in the Policy issued by OnePath Life to legalsuper (as changed from time to time) will apply to the Transferred Cover, and the terms and conditions of my Previous Fund and/or my previous insurer will cease to apply.
- I understand that if I am transferring Salary Continuance cover into legalsuper, the Waiting Period and Benefit Period that applies to my Transferred Cover (see Section 6 - 'Frequently asked questions') will also apply to any existing Salary Continuance cover I have with legalsuper at the date of transfer. This means that the Waiting Period or Benefit Period that applies to any existing Salary Continuance cover I hold in legalsuper may change if my application is accepted by OnePath Life.
- I authorise OnePath Life and any person appointed by OnePath Life to undertake appropriate enquiries and investigations to verify the answers I have provided. I further acknowledge that this authorisation enables OnePath Life to obtain from the Previous Fund and/or the previous insurer my application for cover. I further authorise OnePath Life to investigate whether any premium loading(s), restriction(s) and exclusion(s) may have applied to my Previous Cover, and any other information that may be relevant to OnePath Life's consideration and assessment of this application.

- I agree to provide OnePath Life with access to the health and/or financial evidence I provided to my Previous Fund and their insurer or retail insurer in an application for cover. By signing this declaration, I acknowledge and declare to OnePath Life that the disclosures and representations made in that application for cover to the Previous Fund and their insurer or retail insurer are true and correct. I acknowledge that in making this declaration, any non-disclosure or misrepresentation to the Previous Fund or insurer may be acted upon by OnePath Life.
- I have read the Privacy Statement of OnePath Life set out in Section 5 of this form (the Privacy Policy of One Path Life details how OnePath Life manages personal information. It is available free of charge by calling Customer Services on 133 667 or may be downloaded from [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy).) I consent to OnePath Life 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 OnePath Life's Privacy Statement. I understand that OnePath Life may not be able to process my application without this consent.

#### Member's signature

#### Date (dd/mm/yyyy)

## 5. Privacy Statement

In this section 'we', 'us' and 'our' refers to OnePath Life 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 your personal information from you in order to manage and administer our products and services. Without your personal information, we may not be able to process your application or provide you with the products or services you require.

We are committed to ensuring the confidentiality and security of your personal information. Our Privacy Policy details how we manage your personal information and is available on request or may be downloaded from [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy)

We may disclose your personal information to certain third parties as outlined below. Unless you consent to such disclosure we will not be able to consider the information you have provided.

#### Providing your information to others

The parties to whom we may routinely disclose your personal information include:

- an organisation that assists us to detect and protect against consumer fraud organisations performing administration and/or compliance functions in relation to the products and services we provide
- organisations providing medical or other services for the purpose of the assessment of any insurance claim you make with us (such as reinsurers)
- our solicitors or legal representatives
- organisations maintaining our information technology systems
- organisations providing mailing and printing services
- persons who act on your behalf (such as your agent or financial advisor)
- the policy owner (or parties acting on behalf of the policy owner)
- regulatory bodies, government agencies, law enforcement bodies and courts
- our related companies (members of Zurich Insurance Group Ltd group), including for carrying out any group business functions
- organisations, including those in an alliance with us or our related companies, to distribute, manage and administer our products and services, carry our business functions, enhance customer service and undertake analytics activities.

We will also disclose your personal information in circumstances where we are required by law to do so.

Examples of such laws are:

- the *Family Law Act 1975 (Cth)* enables certain persons to request information about your interest in a superannuation fund
- the disclosure obligations to third parties under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

#### Information required by law

We may be required by relevant laws to collect certain information from you. Details of these laws and why they require us to collect this information are contained in our Privacy Policy at [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy)

#### Privacy consent

Where you wish to authorise any other parties to act on your behalf, to receive information and/or undertake transactions please notify us in writing.

If you give us personal information about someone else, you must show them a copy of this document or our Privacy Policy available at [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy) so that they may understand the manner in which their personal information may be used or disclosed by us in connection with your dealings with us.

#### Privacy Policy

Our Privacy Policy contains information about:

- when we may collect information from a third party
- how you may access and seek correction of the personal information we hold about you and
- how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

You can contact us about your information or any other privacy matter as follows:

In writing GPO Box 75

Sydney NSW 2001

Email: [insuranceprivacy@onepath.com.au](mailto:insuranceprivacy@onepath.com.au)

We may charge you a reasonable fee for this.

If any of your personal information is incorrect or has changed, please let us know by contacting Customer Services on 13 36 67. More information can be found in our Privacy Policy at [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy)

#### Overseas recipients

We may disclose your personal information to recipients (including service providers and related companies) which are

(1) located outside Australia and/or

(2) not established in or do not carry on business in Australia.

You can find details about the location of these recipients in OnePath Life's Privacy Policy at [onepath.com.au/insurance/privacy-policy](http://onepath.com.au/insurance/privacy-policy)

## 6. Frequently asked questions

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

Acceptable forms of proof include:

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

A Record of Contributions (ROCs) is not an acceptable form of proof of insurance cover. OnePath Life will not accept documentation that is dated more than 60 days before today's date.

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

#### Can I transfer part of my cover?

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

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

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

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

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

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

The Benefit Period will be:

- 2 years, if the Benefit Period that applied to your Previous Cover was at least 2 years but less than 'to age 60';
- 'to age 60', if the Benefit Period that applied to your Previous Cover was at least 'to age 60' but less than 'to age 65'; or
- 'to age 65', if the Benefit Period that applied to your Previous Cover was 'to age 65' or older.

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

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

### When will my Transferred Cover commence?

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

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

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

## CHECKLIST

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

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

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

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

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

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

**legalsuper, Locked Bag 5081, Parramatta NSW 2124**