

Life Events Application Form

EMPLOYER SPONSORED MEMBERS ONLY (AS APPLICABLE)*

Instructions for completing this form

- Please attach the required documents set out in Section 4
- You must complete each section of this form. We will not accept your form if it is unsigned or undated.
- Please return the completed form along with the attachments to: legalsuper, Locked Bag 5081, Parramatta NSW 2124

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

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

Return this completed form to:

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

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

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

When to use this form

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

A specific Life Event is any of the following:

1. Marriage or the continuation of an interdependent relationship¹, for two years or more
 2. Birth or adoption of a child
 3. Child starting secondary school
 4. Taking out or increasing a mortgage on a principal place of residence in excess of \$100,000
1. Two people have an interdependent relationship if:
- they have a close personal relationship
 - they live together
 - one or each of them provides the other with domestic support, personal care and financial support.
- A person with a disability living in an institution may also qualify. Friends or flatmates just sharing accommodation or people providing care under employment contracts or on behalf of a government, charitable or benevolent organisation do not qualify.

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

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

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 (the insurer) 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.

1. Eligibility Conditions

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

I confirm that:

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

In the event of a claim your responses to the Eligibility Conditions will be checked by the insurer. Please read the Duty of Disclosure information in this form.

2. Screening Questions

If you answer yes to any of these Screening Questions you cannot proceed with this application and will need to apply for cover by completing the Personal Statement, available online at legalsuper.com.au/forms

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 any type of sickness, accident or disability benefit(s) Workers' Compensation or any other form of compensation (including Centrelink payments) due to illness or injury?

Note: To respond to this question, you are not required to disclose any TPD claim (under this Policy or any other life insurance policy) as this is covered by question vi) in Section 1 of this form. Yes No

3. Personal details

legalsuper Membership Number (if known)

Mr Mrs Ms Miss Dr Justice

Gender

Male Female

Surname

Given Names

Date of birth (dd/mm/yyyy)

Postal Address

Town or Suburb

State

Postcode

Work telephone number

Home telephone number

Mobile number

Email

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

I can be contacted during the following times:

Monday Tuesday Wednesday

Thursday Friday Any business day

Between am/pm and am/pm

Please tick your preferred contact method:

home phone work phone mobile phone

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

4. Life Event – Required Documents

Please select a Life Event by ticking the appropriate box:

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

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

- a copy of legal documents showing joint finances and commitment (e.g. lease, mortgage, property title, Will, power of attorney, joint bank account or utility bills in joint names); OR
- at least two statutory declarations² from other people who can confirm the nature of your relationship.

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

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

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

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

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

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

5. Declaration and signature

I, whose signature appears below, declare that I:

- have read and understand the insurance information contained in the most recent version of legalsuper's *Superannuation Product Disclosure Statement, Employer Sponsored Super & Personal Super Additional Information* document (both available online at legalsuper.com.au/pds) and, if applicable to me, the *Insurance Guide* related to my employer's insurance arrangements with the Trustee.
- have read and understood all the questions in this application form, and all the answers I have provided in this application form are true and complete (including those not in my own handwriting).
- understand that all the information I have provided in this application form, along with any other statements made or evidence provided in connection with this application, will be used by OnePath Life to determine my application.
- understand that the increased amount of insurance I have applied for will not become effective until I am notified in writing that OnePath Life has accepted my application.
- am not eligible to make a TPD claim under legalsuper's insurance policy with OnePath Life, or any life insurance policy, whether it is issued by OnePath Life or any other insurer.
- understand that if this application is approved, my insurance cover will increase by either 1 unit (if I have unitised cover) or 25% (if I have fixed-dollar cover, subject to a maximum of \$200,000) of the amount of cover I had at the time of the specific Life Event.
- understand and accept that all the terms and conditions, including special conditions such as premium loading or exclusions, that currently apply to my existing cover will also apply to any increased cover.
- have read the Duty of Disclosure on the first page of this form 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.
- 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.
- authorise any person named in this application form to verify any aspect of it, and disclose any information that they may possess about me to OnePath Life in relation to my application.
- I have read the Privacy Statement at section 6 of this form. (OnePath Life's Privacy Policy 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). 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 or administer the policy without this consent.

Member's signature

Date (dd/mm/yyyy)

6. 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

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

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 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

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

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