

Application to convert between unitised and fixed cover form

EMPLOYER SPONSORED MEMBERS ONLY (AS APPLICABLE)*

Return this completed form to:

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

Please ensure that you have read all the details regarding this option in legalsuper's *Superannuation Product Disclosure Statement (PDS)* and *Employer Sponsored Super & Personal Super Additional Information* document before completing this form. The instructions you provide in this form override any previous instructions you have given to legalsuper.

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.

When to use this form

Please complete this form if you are an Employer-Sponsored insured member of legalsuper who wishes to convert your current level of:

- unitised Death only or Death and Total and Permanent Disablement (TPD) cover to a fixed level of cover; or
- fixed Death only or Death and TPD cover to age-based unitised cover.

You can only apply to convert your cover if you are:

- an insured member who is an Employer-sponsored member; and
- converting all your fixed cover to unitised cover, or vice versa (i.e. you can not have a combination of both unitised and fixed cover); and
- converting to fixed cover, and are aged less than 80 years (for Death only) and less than 70 years (for Death and TPD).

If you convert your cover from fixed to unitised, your cover will be rounded up to the next unit. For details on how your converted cover is calculated and the insurance fee that will apply, please refer to the legalsuper PDS and *Employer Sponsored Super & Personal Super Additional Information* document in respect to the Employer-sponsored member, available at legalsuper.com.au

What is the difference between fixed cover and unitised cover?

If your cover is fixed Death or Death and TPD cover, it means that the amount of your cover remains the same irrespective of changes in your age, but the insurance fee will increase on each birthday.

If your cover is unitised Death or Death and TPD cover, it means that your insured benefit is based on a number of units, where one unit represents a set amount which depends on how old you are. The cost of unitised cover is the same each year, but the value provided by each unit decreases as you age.

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 the insurer, OnePath Life Limited (insurer) anything that they know, 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 (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 or 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.

This form will not be accepted if it is unsigned or undated.

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

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.

- Other than for colds, flus, minor upper respiratory tract infections or minor headache:
 - Are you now off work due to illness or injury? Yes No
 - Have you been absent from work for 7 consecutive calendar days in the last 12 months due to illness or injury? Yes No
- 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
- 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
- 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)

3. Type of cover conversion

Select which of the options applies to you:

My existing cover is unitised and I wish to switch the entire amount of my cover to fixed cover. I understand my unitised cover will be converted to an equivalent amount of fixed cover, rounded up to the next \$10,000 of cover.

OR

My existing cover is Fixed Cover and I wish to switch the entire amount of my fixed cover to unitised cover. I understand my fixed cover will be converted to an equivalent amount of units rounded up to the next whole unit.

4. Declaration and signature

- The answers that I have provided to all questions in this application are true and correct (including those not in my own handwriting).
- I have read the Duty of Disclosure in 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 the duty of disclosure continues after I have completed this application until I am notified in writing that my application for insurance has been accepted.
- I understand that the change to my insurance will not become effective until OnePath Life has accepted my application in writing.
- 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.
- 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 the OnePath Life's Privacy Policy which is available at OnePath's website onepath.com.au/insurance/privacy-policy or by calling Customer Services on 133 667. The parties to whom OnePath Life may routinely disclose the information include: the policy owner and the policy owner's administration services provider; any related company of OnePath Life Limited; any agent, contractor or service provider that helps OnePath Life carry out its activities; and organisations that assist OnePath Life to prevent unlawful activity. I understand that some of the recipients of this information may be located outside of Australia and may not be established in or do not carry on business in Australia. OnePath's Privacy Policy contains information about where these overseas recipients are located and also details: how I can access and correct my information; how I can raise concerns about privacy breaches; and how OnePath will deal with these matters.
- If I give OnePath Life information about someone else, I will inform them of the contents of this authorisation so they understand how their information may be used and disclosed.
- I understand that changes to insurance fees will apply and insurance deductions from my account will be adjusted.
- 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.

Member's signature

Date (dd/mm/yyyy)

Please send the original of this form to:

legalsuper
Locked Bag 5081
Parramatta NSW 2124

The Group Life Insurance Policy and Group Income Protection Policy are issued by OnePath Life Limited (OnePath Life) (ABN 33 009 657 176, AFSL 238 341), to Legal Super Pty Ltd as policy owner.