

## SECTION 1: INSTRUCTIONS

You can apply to transfer insurance cover you have outside of Local Government Super ('LGS') if:

1. you are an existing insured member of LGS; and
2. you are under age 60; and
3. your insurance cover outside of LGS:
  - a) was in force immediately before your existing insurance cover within LGS commenced; and
  - b) is similar to your existing insurance cover within LGS.

To apply for the transfer of your insurance cover outside of LGS, you need to:

- complete all sections of this form and acknowledge the Duty of Disclosure section of this form; and
- attach an up-to-date member statement (dated within 6 months from the date of this form) from your former fund or your individual insurer confirming the type and level of cover you are applying to transfer to LGS.

## SECTION 2: IMPORTANT INFORMATION

1. The insurance cover within LGS is provided by TAL Life Limited ABN 70 050 109 450 (TAL), and the transfer of insurance to LGS is subject to acceptance by TAL.
2. **Do not cancel** your insurance outside of LGS until you receive a notification in writing that this transfer application has been accepted.
3. Any cover transferred to LGS will be subject to the terms and conditions of LGS insurance policy and any other terms and conditions that TAL and/or LGS may specify.
4. Cover transferred to LGS will commence on the later of:
  - a) the date TAL accepts this application to transfer cover in writing; and
  - b) the date your insurance outside of LGS is cancelled.
5. The maximum amount of cover that can be transferred to LGS is:
  - a) for death and TPD cover, \$2,000,000, however, the total amount of death and TPD cover within LGS after the transfer cannot exceed \$3,000,000;
  - b) for income protection cover, the level of cover must be rounded up to the nearest \$1,000, and be the lesser of:
    - i) \$13,500 per month; and
    - ii) 75% of your Earned Income (as defined under the LGS insurance policy),

however, the total amount of income protection cover within LGS after the transfer cannot exceed \$25,000 per month (including the superannuation contribution benefit, if any).

### SECTION 3: LIFE INSURED DETAILS

LGS Member number

Title  Mr  Mrs  Miss  Ms  Other

Surname

Given name(s)

Date of birth  /  /  (DD/MM/YYYY) Gender Female  Male

Postal address

Email

Have you smoked in the last 12 months? YES  NO

**If Yes, state the type and daily quantity:**

If any of your answers are unclear, we may contact you by telephone, as this can save unnecessary delays.

Your preferred contact number

Your preferred contact time (business hours)

### SECTION 4: OCCUPATION DETAILS

Name of current employer

Employment status  Self-employed  Employee (full time)  Employee (part time) (  hours per week)  
 Not working  Domestic duties  Casual

Your main occupation (job title)

Industry of your main occupation

Outline the duties of your main occupation

### SECTION 5: DETAILS OF INSURANCE OUTSIDE OF LGS

Name of superannuation fund for individual insurer holding your insurance outside of LGS:

Member/Policy number

**I confirm (by marking 'X' in the box next to 'Yes' below) that the following statements in paragraphs a) to c) are true and correct, and agree to abide by these requirements.**

YES  NO

- a) I will cancel all my insurance cover outside of LGS once this application for the transfer has been accepted by TAL.
- b) I will not be transferring any of my insurance cover outside of LGS to any other division or section of the former fund, or any other fund or individual insurer other than LGS.
- c) I will not apply for a continuation option or a reinstatement of any cover within any superannuation fund or insurance policy.

I also confirm that the details of my existing insurance cover outside of LGS which I am applying to transfer into LGS are as follows.

**Death and TPD cover**

Type of cover	Death only cover	Death and TPD cover
Amount of cover (\$)	\$	Death amount: \$ TPD amount: \$
Date cover started (dd/mm/yyyy)		

**Income protection cover**

Date cover started (dd/mm/yyyy)	
Monthly benefit (\$)	
Waiting period (e.g. 30 days, 60 days, 90 days)*	
Benefit period (e.g. 2 years, 5 years, to age 60, to age 65)**	

\*Waiting Periods of 30, 60 or 90 days will be accepted. If you are transferring a waiting period other than these, you will be allocated a 30, 60 or 90 day waiting period as applicable at TAL's discretion. For example if the cover you are transferring has a waiting period of 14 days you will receive a 30 day waiting period.

\*\*Benefit Periods of two years and to age 65 will be accepted. Benefit Periods other than two years or to age 65 may be accepted at TAL's discretion. For example, if the cover you are transferring is a 5 year benefit period, you will receive a 2 year benefit period.

**SECTION 6: ELIGIBILITY QUESTIONS**

1. Are you currently absent from work, or restricted from carrying out or unable to carry out, due to injury or illness, any of the duties of your usual occupation on a full-time basis (for at least 30 hours per week), due to an injury or illness, even if your actual employment may be full-time, part-time or casual? **If 'YES' please read 'Note 1' below.**

YES  NO
  
2. Have you been diagnosed, or do you suffer from, with an illness that is likely to reduce your life expectancy to less than 12 months from today or may cause permanent inability to work? **If 'YES' please read 'Note 1' below.**

YES  NO
  
3. Have you ever been declined for insurance cover for death only, death and total and permanent disablement or income protection cover? **If 'YES' please read 'Note 1' below.**

YES  NO
  
4. Have you been paid, or are you eligible to be paid, have you ever claimed or are you intending to lodge a claim, or are you currently in the process of lodging a claim for any injury or illness through LGS, Workers' Compensation, other Government benefits (such as sickness benefit, invalid pension) or any insurance policy providing total and permanent disablement, terminal illness or income protection cover, or accident or sickness cover? **If 'YES' please read 'Note 1' below.**

YES  NO

**Note 1: If you have answered 'YES' to any of the above Questions 1 to 4:**

- a) You are not eligible to transfer your existing insurance using this application and need to complete a full Personal Statement Form and complete Question 5 below, as this application cannot be processed any further without more detailed information being provided.
- b) Please contact LGS Member Services at 1300 LGSUPER (1300 547 873).

**Note 2: If you have answered 'NO' to all of the above Questions 1 to 4, please complete Question 5 below.**

5. Is your cover under the former fund or individual insurer subject to any premium loadings alternative terms and/or exclusions, including but not limited to pre-existing condition exclusions, or restrictions in regards to medical or other conditions?

YES  NO

**If you have answered 'YES' to Question 5 above, please provide the following:**

5.1 Please attach to this form a copy of your latest member statement for your existing insurance cover outside of LGS (dated within 6 months from the date of this application); and

5.2 Please provide in the box below the details of any premium loadings, exclusions or other conditions of your existing insurance cover outside of LGS, including but not limited to the pre-existing condition exclusions, or restrictions in regards to medical or other conditions.

## SECTION 7: DUTY OF DISCLOSURE

### Your duty of disclosure

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

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

If you do not tell us anything you are required to, and we would not have insured you if you had told us, we may avoid the contract within 3 years of entering into it.

If we choose not to avoid the contract, we may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have. However, if the contract has a surrender value, or provides cover on death, we may only exercise this right within 3 years of entering into the contract.

If we choose not to avoid the contract or reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

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

## SECTION 8: PRIVACY

The Privacy of 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 information is set out in the TAL Privacy Policy available at <http://www.tal.com.au/Privacy-Policy> or free of charge on request to TAL by telephoning 1800 666 136.

LGS is bound by obligations imposed by current privacy laws including the Australian Privacy Principles. The LGS Privacy Policy is available at [lgssuper.com.au/privacy-policy](http://lgssuper.com.au/privacy-policy).

### 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 we collect; for example, a birth certificate provided as identification 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.

## SECTION 8: PRIVACY (CONTINUED)

### 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; and
- 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).

## SECTION 9: DECLARATION

1. I have read the notice of my duty of disclosure in Section 7 above, have complied with this duty in relation to this application, and understand that this duty applies until I receive the acceptance of transfer.
2. When applying for my existing insurance cover outside of LGS that I am currently applying to transfer to LGS, I have answered all questions, including personal, health, medical and lifestyle related questions, truthfully and in accordance with my duty of disclosure obligations. Any non-disclosure in relation to that cover may be relied upon by LGS and TAL.
3. I have read and checked any answers in this application that is not completed in my handwriting, and to the best of my knowledge and belief, all the answers to the questions in this application and any supplementary application or personal statement which relate to me are true and correct, and no information material to the assessment of this application has been withheld.
4. I have received, read and understood the Product Disclosure Statement in relation to the insurance within LGS, and acknowledge that no cover within LGS commences until acceptance of the transfer by TAL.
5. If this application has been accepted by TAL, the cover transferred to LGS will be subject to the terms and conditions of LGS insurance policy and any other terms and conditions that TAL or LGS may specify.
6. I have read 'Section 8: Privacy' above and consent to my personal information being collected, used and disclosed according to the 'Section 8: Privacy', as stated in paragraphs a) to e) below. A copy of this consent and authority is as effective and valid as the original.
  - a) I authorise and consent LGS and TAL to contact my current and former superannuation fund or individual insurer or any relevant authority:
    - i) to verify the answers and information I have provided in this application; or
    - ii) to obtain any relevant documentation regarding this application
  - b) I authorise and direct any authorities, medical or other practitioner, to divulge at any time to LGS, TAL or to any lawfully constituted tribunal, any and all information concerning this application including but not limited to my state of health and medical history, acquired in the course of professional attendance or consultation. To this extent, all professional confidence and privilege is waived.
  - c) I consent to my personal information (including health and sensitive information) being collected, used or disclosed by LGS and TAL (or its external service providers/contractors as contemplated in this application), including collecting it from or disclosing it to any medical practitioner or third party as required to assess, verify or process my application or any claim I may make. This consent applies to any health and sensitive information LGS and/or TAL collects on this form or future forms in relation to this insurance.
  - d) If I provided LGS and/or TAL with any information about another person, I undertake to advise them that:
    - i) LGS and/or TAL collect, hold and use their personal information for the purpose set out in 'Section 8: Privacy' above;
    - ii) their personal information may be disclosed to a third party, and
    - iii) they may access or correct any personal information held about them.
  - di) I have read, understood and agree the most current Product Disclosure Statement in relation to the insurance within LGS.

**I confirm that the above statements in paragraphs 1 to 6 of this Section 9 are true and correct.**

Signature

X

Date

/ /

Please return the completed form to:

**Local Government Super**, PO Box N835, Grosvenor Place NSW 1220