

# Individual Insurance Transfer

## Your duty to take reasonable care not to make a misrepresentation

### About this application and your duty

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can cover you, and if so on what terms and at what cost.

We will ask questions we need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

### The duty to take reasonable care

**When applying for insurance, there is 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.

The 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. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

### Guidance for answering our questions

You are responsible for the information provided to us. When answering our questions, please:

- think carefully about each question before you answer. If you are unsure about any question, we are here to help and you can contact us,
- 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, and
- you must not assume that we will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts. The duty applies when you answer questions in your application and whenever we obtain more information from you.

### If you need help

It's important that you understand this information and the questions we ask. Ask us or your adviser for help if you need help understanding the process of buying insurance or answering our questions.

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 for anyone who might need it. If you want, you can have a support person you trust with you.

### What can we do if the duty is not met?

If the person who answers our questions does not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). These are intended to put us in the position we would have been in if the duty had been met.

For example we 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 we can exercise one of these remedies depends on a number of factors, including:

- whether the person who answered our questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances;
- what we would have done if the duty had been met – for example, whether we 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 we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, including what you can do if you disagree.

Use this form if you are a current member or joining Hostplus (the Fund) as a new Maritime member and you wish to transfer your current insurance cover with another superannuation fund to Hostplus. Refer to your Product Disclosure Statement (PDS) for information on premiums and conditions.

If the insurer accepts your application you will be allocated the same level of cover provided to you by your former fund subject to the underwriting terms provided by the previous insurer, including premium loadings, restrictions, exclusions or any other limitations imposed on the previous cover.

### **Important Information**

A Member who is insured under another fund or policy for Death only, Death & TPD cover or Income Protection cover, may transfer that cover to the Fund and become an Insured Member of this Policy on the basis of the transferred cover or increase their cover under this Policy by the transferred cover amount subject to the following:

- a. cover under the other fund/policy must be cancelled as soon as practicable on acceptance of the transferred cover by the Company under this Policy with such cancellation to take effect from the date of acceptance by the Company;
- b. the Member does not continue the cover under another insurance arrangement;
- c. the Member has not been paid, or is eligible to be paid a TPD or any other disability benefit with the Fund or any other fund or insurance company at the date of transfer;
- d. the Member is not diagnosed with an illness that reduces their life expectancy to less than 12 months at the date of transfer;
- e. the Member meeting the General Conditions and Eligibility Conditions of this Policy;
- f. the Member is aged less than age 55 at the date of transfer;
- g. the Member providing to the Company an up-to-date statement letter or email from the other fund within the last 30 days of the date of requesting the transfer as evidence of insurance cover currently held with the other fund;
- h. the Member is gainfully employed and physically capable of undertaking Gainful Employment for at least 30 hours per week at the time of request for transfer;
- i. the level of cover provided to the Member will be the level of cover held under the former insurance policy or fund and only accepted by the previous insurer at standard premium rates or up to a maximum of a 50% premium loading or with no more than one (1) exclusion;
- j. the Member satisfactorily completing the required form which is accepted by the Company;
- k. cover will be provided based on the terms, conditions, premiums and occupation categories provided under this Policy;
- l. the Member's replacement cover will not commence in this Fund until the later of:
  - i. the Company accepting the Member's application; or
  - ii. the existing insurance cover under the other fund/policy being subsequently cancelled; and
- m. the insurance cover existing in another fund was part of an employer sponsored superannuation group insurance policy arrangement.

A Member who meets the above criteria will have the transferring level of cover transferred to the Fund subject to a maximum Amount Insured of \$1,000,000 for Death only or Death & TPD cover, and up to \$20,000 per month for Income Protection cover.

If the Member's insurance cover under the other fund/policy was accepted on non standard terms, all loadings, restrictions or exclusions applicable under the other fund/policy will be transferred to the Member's cover under this Policy.

## SECTION A – INSURANCE DETAILS

You should check with your former fund for information about your benefits in that previous fund including information on exit, transfer, withdrawal and other fees, any insurance cover you may have, and the availability of investment options. You should do this so that you fully understand the effects of transferring your benefits.

### Member account number

### Fund's name

### Fund's postal address

Postcode				

### Fund's telephone

### Name of employer (if applicable)

### Industry (if applicable)

## SECTION B – PERSONAL DETAILS

Corporate Super member – you are a member of an employer-sponsored plan

Employer name

Member number (for current members)

Date joined Hostplus

Title                  Surname (Family name)

<input type="text"/>	<input type="text"/>
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Given names

Male  Female  Date of birth

Contact address

Postcode				

Home telephone

Work telephone

Mobile phone number

Email address (Please provide your email so notices relating to your application can be sent to you)

Occupation

Industry\*

\*Some occupations may be uninsurable and may be declined. Please refer to the latest Hostplus policy terms and conditions.

## SECTION C – YOUR PERSONAL STATEMENT AND CONFIRMATION OF REQUIREMENTS

### Confirmation

1. Please confirm that all of the following statements are true and correct:

- I will cancel my existing insurance cover under my former fund.
- I will not be transferring the cover under my former fund to any other division or section of the former fund or to any other fund, other than Hostplus.
- I will not effect a continuation option, or subsequently reinstate cover within the former fund or any other divisions or associated fund of the former fund or any other retail insurance arrangement.

I confirm that all three statements are true and correct and agree to abide by these requirements

Yes     No

*If you answered 'No' you will not be eligible to transfer your existing insurance cover from your former fund to Hostplus. You are not required to complete the remainder of this section of the form.*

2. Are you currently absent from work or restricted from carrying out all of the duties of your current or usual occupation on a full-time basis for at least 30 hours per week, due to an injury or illness (even if you are currently working on a part-time or casual basis)?

Yes     No

3. Have you been paid/lodged, or are you eligible to be paid, or have you lodged a claim for a TPD, Terminal Illness or Income Protection benefit with Hostplus, another superannuation fund or life insurance policy?

Yes     No

4. Have you been diagnosed with an illness that reduces your life expectancy to less than 12 months from today?

Yes     No

*If you answered 'Yes' to any of the above questions (2, 3 or 4) you will not be eligible to transfer your existing insurance cover from your current fund to Hostplus. You are not required to complete the remainder of this form.*

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

Yes  No

*If you answered 'Yes' please provide details of the premium loadings, exclusions and/or restrictions, including a copy of the advice you received from the insurer or former fund advising you of the acceptance of your cover subject to these additional terms.*

*If any of your benefits from your existing fund or insurer, had more than one exclusion, or had a loading of more than 50% extra mortality then cover for that benefit cannot be transferred to Hostplus.*

**Death and Total Permanent Disablement (TPD) cover**

6. I confirm that my current level of cover under the former fund is as follows:

Death cover

\$  (maximum amount you can transfer is \$1 million)

TPD cover

\$  (maximum amount you can transfer is \$1 million)

You must obtain and attach an up to date statement (such as an acceptance certificate, letter or email) from your former fund confirming the type and level of cover, or any loadings or exclusions currently held with the former fund. All written evidence must be produced and dated within the last 30 days.

I understand that the transfer of my current death and TPD cover once accepted by the insurer, will be subject to the terms and conditions of Hostplus's insurance arrangements with MLC Group Insurance.

**Income Protection insurance cover**

7. I confirm that my current level of cover under the former fund is as follows:

Income Protection cover per month  
(maximum amount you can transfer is \$20,000 per month)

\$

Current benefit period (please complete)

Current waiting period (please complete)

You must obtain and attach an up to date statement (such as an acceptance certificate, letter or email) from your former fund confirming the type and level of cover, or any loadings or exclusions currently held with the former fund. All written evidence must be produced and dated within the last 30 days.

I understand that the transfer of my current Income Protection cover once accepted by the insurer, will be subject to the terms and conditions of Hostplus's insurance arrangements with MLC Group Insurance.

## SECTION D – DECLARATION AND AUTHORISATION

### Privacy

I acknowledge that I have access to the Insurer's privacy policy and agree that the Insurer may collect, use, disclose and handle my personal information in a manner set out in the Insurer's privacy policy available on [mlcinsurance.com.au/privacy-policy](http://mlcinsurance.com.au/privacy-policy)

I acknowledge that where my Employer (or former Employer) or the trustee of my superannuation fund has appointed an adviser, intermediary or administrator to arrange and/or administer the group insurance policy on their behalf, my personal information, including my pastime activities, occupation and financial status will be provided to the Insurer for the purpose of expediting the assessment of this application for insurance.

### Consent

I consent that where my application is declined, loaded and/or an exclusion is applied, the Insurer may disclose any personal medical information or finding that resulted in my application being declined, loaded and/or having an exclusion applied, to the adviser, intermediary or administrator providing services in relation to this group insurance.

I understand that I can withdraw this consent at any time by contacting the Insurer on **1800 652 447** or email [enquiries.group@mlcinsurance.com.au](mailto:enquiries.group@mlcinsurance.com.au)

Where, in the Insurer's opinion, your medical information or our findings are of a personal or sensitive nature, the Insurer reserves the right to withhold disclosure of this information to the appointed adviser, intermediary or administrator.

I acknowledge that MLC Group Insurance does not represent a deposit with or liability of NAB Limited or any other member of the National Group of companies. Neither NAB Limited, nor any other company in the National Group of Companies guarantees or accepts liability in respect of MLC Group Insurance.

### Declaration

I declare that:

- I understand that if I do not fully complete, sign and date this Individual Insurance Transfer, I will not be eligible to transfer my current cover to Hostplus.
- I understand that if the insurer accepts my application, my current amount of cover as at the transfer date under my former fund will be replaced in my Hostplus account but subject to a maximum of \$1 million for death cover, \$1 million for TPD cover and \$20,000 monthly benefit for Income Protection cover.
- I understand that following the transfer my total insurance cover (ie transferred amount plus my insurance currently held with Hostplus) cannot exceed the maximum cover amounts provided by Hostplus for each benefit, otherwise my transferred cover may be restricted to the maximum cover amount.
- I understand that my replacement cover will not commence in Hostplus until the later of:
  - the insurer accepting my application and
  - cancellation of my current insurance cover under my former fund/insurance policy.
- I understand that Hostplus or the insurer may undertake appropriate enquiries and investigations to verify the answers I have provided.
- I understand that Hostplus or the insurer may investigate whether any premium loadings, restrictions and exclusions may have applied in the former fund/insurance policy.

- I agree to provide Hostplus or the insurer with access to the health and/or financial evidence I provided to any former fund and their insurer or retail insurer in an application for the cover.
- I understand the insurer has the ability to approve or decline my application subject to the underwriting outcome of an MLC Group Insurance retail application if it is being reviewed simultaneously.
- I understand, should it become apparent to Hostplus or the insurer that I have not responded truthfully or satisfied the requirements that I confirmed above, then any insured benefit that may be payable to me, my beneficiaries or my estate by Hostplus may be reduced by the insured amount paid or payable by my former fund; an associated section or division of the former fund, or any other fund, or any policy issued under any option that I exercised, as a consequence of my failure to abide by these conditions.
- The information contained in this Individual Insurance Transfer (whether written in my hand or not) is true and correct and that no information material to this application for transfer has been withheld.
- I understand that if the insurer accepts my application, the terms and conditions as outlined in the insurer's policy document will apply, and the terms and conditions of my former fund and/or my former insurer will cease to apply.
- I have read and understand the duty to take reasonable care not to make a misrepresentation.

### Signature

X

### Date

/ /

### SEND TO:

Please return the completed form to:

**Hostplus**  
**Locked Bag 5046**  
**Paramatta NSW 2124**

or email [info@hostplus.com.au](mailto:info@hostplus.com.au)