

# Insurance roll-in form

## 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

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 and Target Market Determination (TMD) relevant to your member type.

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

**Return this completed form to either:**

**Email:** mail@legalsuper.com.au

**OR**

**Post:** legalsuper

Locked Bag 5081

Parramatta NSW 2124

**Phone:** 1800 060 312

## 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 86.5% 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 or TMD relevant to your member type at [legalsuper.com.au](http://legalsuper.com.au).

### Cancelling your Previous Cover

Your application to transfer cover will be assessed by legalsuper's insurer, Zurich Australia Limited (Zurich) and you will be notified of the outcome. Zurich 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 Zurich's acceptance of your application to roll-in insurance cover. If you do not cancel your Previous Cover, in the event that Zurich accepts a claim for:

- Death, Terminal Illness or Total and Permanent Disablement, Zurich 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, Zurich 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 Zurich.

## 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. To meet this duty, you must also take reasonable care not to make such a misrepresentation.**

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

### If you do not meet your duty

Not meeting your legal duty 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 the insurer later investigates whether the information given to them was true. For example, they may do this when a claim is made.

### About this application

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

The insurer will ask questions they need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to them in response to their questions is vital to their decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, we may pass on to the insurer personal information you provide to them. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to us.

### Guidance for answering our questions

You are responsible for the information you provide to the insurer. When answering our questions, you should:

- think carefully about each question before answering. If you are unsure of the meaning of any question, please ask us before you respond
- answer every question
- answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it. Please don't assume the insurer will ask others such as your doctor.
- review your application carefully. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections).

### Changes before your cover starts

Before your cover starts, please tell the insurer about any changes that mean you would now answer our questions differently. It could save time if you let them know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

### Notifying the insurer

If, after the cover starts, you think you may not have met your duty, please tell us immediately and the insurer will let you know whether it has any impact on the cover.

### Telephone contact

After you submit your application, the insurer may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into also applies during any phone contact with them.

**If you need help**

It's important that you understand this information and the questions the insurer asks. Ask us for help if you have difficulty answering our questions or understanding the application process. 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. You can have a support person you trust with you.

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

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to the insurer. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put the insurer in the position they would have been in if the duty had been met.

For example, the insurer may do one of the following:

- avoid the cover (treat it as if it never existed)
- vary the amount of the cover
- vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including all of the following:

- whether you took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific our questions were and how clear the information we provided on the duty was
- what the insurer would have done if the duty had been met – for example, whether they would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent
- in some cases, how long it has been since the cover started.

Before they exercise any of these remedies, the insurer will explain their reasons, how to respond and provide further information, and what you can do if you disagree.

**The questions that you answer in section 1. of this form must be answered on the same day that you sign and date this form. This form will not be accepted if it is unsigned and 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](https://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 information on the duty to take reasonable care not to make a misrepresentation in this form.

1. Other than for cold, flu, minor upper respiratory tract infection 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 premium loading (other than for smoking) or issued with a restriction or exclusion?  Yes  No
4. a) Other than for cold, flu, minor upper respiratory tract infection or minor headache, 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 (Zurich) 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 Zurich.
- 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. **Zurich will not accept documentation that has been issued more than 60 days before the date that Zurich 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/AEDT] 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 Zurich 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 Zurich accepts a claim for death, Terminal Illness, Total Disability or Partial Disability Zurich 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 Zurich.
- I have read and understood my duty to take reasonable care not to make a misrepresentation and the consequences of not meeting the legal duty and answering all questions truthfully and completely.
- 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 Zurich require me to inform the person concerned that I have done so and direct them to the Privacy Policy which is located at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy).
- I understand that my insurance will not become effective until Zurich has accepted my application for insurance cover in writing.
- I understand that if Zurich accepts my application, the terms and conditions outlined in the Policy issued by Zurich 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 Zurich.
- I authorise Zurich and any person appointed by Zurich to undertake appropriate enquiries and investigations to verify the answers I have provided. I further acknowledge that this authorisation enables Zurich to obtain from the Previous Fund and/or the previous insurer my application for cover. I further authorise Zurich 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 Zurich’s consideration and assessment of this application.
- I agree to provide Zurich 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 Zurich 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 Zurich.
- I have read the Privacy Statement of Zurich set out in Section 5 of this form (the Privacy Policy of Zurich Financial Services Australia Ltd details how Zurich manages personal information. It is available free of charge by calling Customer Services on 133 667 or may be downloaded from [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy)).
- I consent to Zurich 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 Zurich’s Privacy Statement.

- I understand that Zurich may not be able to process my application without this consent.

**Member’s signature**

**Date (dd/mm/yyyy)**

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## 5. Privacy Statement of Zurich Australia Limited

In this section ‘we’, ‘us’ and ‘our’ refers to Zurich Australia 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 and use personal information to manage your insurance.

We collect, use, process, and store personal information and, in some cases, sensitive information about you for several purposes. Purposes include complying with our legal obligations, assessing your application for insurance, managing the insurance, improving customer service or products, managing claims and dealing with potential misrepresentation. If you don’t agree to provide us with the information, we may not be able to process your application, manage your cover or assess your claims. Other than from you, we may also collect information from government offices and third parties to assess an application or a claim.

By providing us with your information, you consent to our use of this information which includes us sharing your information with other parties where relevant for the purposes. Other parties can include the policy owner, your broker, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our banking gateway providers and credit card transaction processors, and our business partners. We may also use or disclose your information as authorised or required by law within Australia or overseas.

These are the relevant Australian laws that may apply:

- Australian Securities and Investment Commissions Act 2001
- Corporations Act 2001
- Insurance Contracts Act 1984
- Life Insurance Act 1995
- Superannuation Industry (Supervision) Act 1993
- Anti-Money Laundering and Counter-Terrorism Financing Act 2006
- Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)
- Income Tax Assessment Act 1997
- Taxation Administration Act 1953
- Superannuation Guarantee (Administration) Act 1992
- Small Superannuation Accounts Act 1995
- Superannuation (Unclaimed Money and Lost Members) Act 1999
- Superannuation Resolution of Complaints Act 1993
- Superannuation (Government Co-contribution for low income earners) Act 2003
- Family Law Act 1975 (Part VIII B).

We must also comply with updates to these laws and any associated regulations. In addition to these, other acts may require or authorise us to collect your personal information.

We may use personal information (but not sensitive information) collected about you to tell you about other products and services we offer. If you don’t want your personal information to be used in this way, please contact us.

**If you want to know more**

We can provide:

- a list of service providers and business partners that we typically may share your information with
- a list of countries in which recipients of your information are likely to be located
- details of how you can access or correct the information we hold about you
- information about how to make a complaint.

For further information about our Privacy Policy please go to our website at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy), contact us by phone on 133 667 or email us at [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au).

**Our data commitment**

We understand that data security is an important concern. You can rest assured that we'll:

- keep your data safe
- never sell personal data
- not share personal data without being transparent about it
- put data to work so we can better protect you.

**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. Zurich 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 following rules will apply.

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 3 years';
- 5 years, if the Benefit Period applied to your previous cover was above 3 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 Zurich.

**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 Zurich'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: