

# Insurance cover election form

## ICE- Energy Industry



right by your side

**Use this form if you want to obtain default insurance cover, to make an election to keep your current insurance benefits or reinstate cover after your cover lapsed due to changes in the Superannuation legislation - Protecting Your Super (PYS) and Putting Members Interests First (PMIF).**

By completing this form you are either making the choice to obtain the default insurance cover offered by the Fund or to keep your current levels of insurance cover and agree to keep paying premiums.

### Personal Details Brighter Super respects your privacy. All personal information collected is protected in line with Brighter Super's Privacy policy.

Member number	Title	Given name/s		
Surname	Date of birth / /		Gender	
Email <sup>1</sup>	Phone number			
Residential address				
Suburb/town		State	Postcode	
Postal address (if different to above)		State	Postcode	

<sup>1</sup> The email address you provide may be used to send information of a sensitive and personal nature.

## 1 Instructions

Please tick (✓) the appropriate box that best describe your situation:

- Opt-in to default cover (section 2 or 3)
- Elect to maintain cover (section 4 or 5)
- Elect to recommence cover previously cancelled 1 April 2020 due to PMIF (section 6)
- Elect to retain existing default cover after leaving your Energy Industry Employer (section 7)
- Elect to reinstate cover previously cancelled due to inactivity (section 8)

## 2 Opt-in to default cover (Energy Industry Employer)

Please tick (✓) the option below if you wish to apply for default cover:

- I wish to opt-in to the default insurance cover detailed in Brighter Super's *Product Disclosure Statement (PDS)* and *Insurance guide - Energy Industry* that is available to members joining through an "Energy Industry Employer".

## Important information

Read *Brighter Super's Insurance guide - Energy Industry* for a summary of the terms and conditions of the Policy. For a copy visit [brightersuper.com.au](http://brightersuper.com.au) or call us on **1800 444 396**.

## Privacy and personal information

Brighter Super respects your privacy. All personal information collected on this form is protected in line with *Brighter Super's Privacy Policy*. To find out more about how we collect and manage your personal information, please refer to our *Privacy Policy* available from our website [brightersuper.com.au](http://brightersuper.com.au).

T 1800 444 396

E [insurance@brightersuper.com.au](mailto:insurance@brightersuper.com.au)

W [brightersuper.com.au](http://brightersuper.com.au)

P GPO Box 264 Brisbane Qld 4001

This document has been prepared and issued by LGIASuper Trustee (ABN 94 085 088 484 AFS Licence No. 230511) (Trustee) as trustee for LGIASuper (ABN 23 053 121 564) (Fund), trading as Brighter Super. Brighter Super may refer to the Trustee or LGIASuper as the context requires. Brighter Super products are issued by the Trustee on behalf of Brighter Super.



# ZURICH

Zurich Australia Limited (Zurich)  
ABN 92 000 010 195 AFSL 232510

### 3 Opt-in to default cover (Public offer member)

Please tick (✓) the option below if you wish to apply for Public Offer Limited cover:

- I wish to opt-in to the default insurance cover detailed in Brighter Super's *Product Disclosure Statement (PDS)* and *Insurance Guide - Energy Industry* that is available to members joining as the spouse of someone who is in the Energy Industry.

If you are applying to opt-in for default cover as a Public Offer member, you're required to complete the "Claim history questions" below.

#### Claim history

1. Have you had a claim admitted or are you eligible to receive a benefit or in a process of claiming a benefit for terminal illness?  Yes  No

If you answer **Yes**, you are not eligible for default insurance cover of any type.

2. Have you had a claim admitted or are you eligible to receive a benefit, in a waiting period for a benefit, or in a process of claiming a benefit for total and permanent disablement?  Yes  No

If you answer **Yes**, you can only obtain Death Only cover.

3. Have you had a claim admitted or are you eligible to receive an Income Protection benefit or in a process of claiming an Income Protection benefit for total disablement or partial disablement?  Yes  No

**Please note:** If you have received an Income Protection total disablement or partial disablement benefit but are no longer receiving benefit payments, whether those benefits or payments are from the Fund or under any other policy, then you can answer **No** to question 3.

If you answer **No** to all 3 questions, you can obtain Death & Total and Permanent Disablement and/or Income Protection cover. If you answer **Yes** to any of these 3 questions, you are not eligible for Income Protection cover.

For full details of the eligibility conditions, exclusions, when your cover starts and ends, plus other important insurance information please refer to Brighter Super's *Product Disclosure Statement (PDS)* and the *Insurance Guide - Energy Industry*.

### 4 Elect to maintain cover - Energy Super Defined Benefit account

Please complete this section if you have recently closed your Energy Super Defined Benefit account and wish to continue with the same level of insurance cover that you had immediately prior to leaving Defined Benefit.

Select (✓) the applicable option(s) below:

- I wish to continue my Defined Benefit Death & TPD cover and convert this cover to fixed-dollar cover.  
 I wish to continue my Defined Benefit Income Protection cover.

**Please note:** If you do not submit your complete Insurance cover election form within 30 days of leaving Defined Benefit, your Defined Benefit insurance cover will stop.

If you decide at a later date to apply for insurance cover, your application may be subject to loadings and exclusions, and may be declined altogether.

#### Occupational risk assessment

You may be eligible for a discounted rate for your insurance if your occupation is within the definition of "White Collar/Professional". Please ensure you notify us of any changes to your occupation as failure to do so may affect your chances of claiming a benefit should the need arise. Please answer the following questions:

1. Do you spend at least 90% of your working hours in an office environment?  Yes  No

2. Does your work expose you to unusual occupational hazards?  Yes  No

3. Is the use of tools or equipment, regular lifting, or repetitive physical exertion a part of your normal duties?  Yes  No

#### Please note:

"White Collar/Professional" means a member who is engaged in an occupation with minimal manual labour and who has no exposure to unusual occupational hazards and spends at least 90% of their working hours in an office environment. A member with technical skills or expertise who may be required to use their skills and judgement in a variety of tasks outside of the office environment, and who has some exposure to unusual occupational hazards, may still be considered "White Collar/Professional".

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## 5 Elect to maintain cover

Please select (✓) the applicable option(s) below:

- I wish to maintain my insurance cover even if no contributions or rollovers have been received for 16 months and my account is considered inactive under the Protecting Your Super legislation.

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## 6 Elect to recommence cover - Insurance cover lapsed due to PMIF

Please complete this section if you are an Energy Industry member and you want to recommence your insurance cover, where your cover has been cancelled on or after 1 April 2020 due to your account being less than \$6,000 under the Putting Members' Interests First (PMIF) legislation.

Recommencement of cover is subject to certain conditions. By completing this form your default insurance cover (which may be Death Only, Death & TPD or Income Protection cover or a combination of these types of cover) with the Fund will recommence at the default cover level applicable on the date your insurance cover is to recommence and will continue until you cancel it. The recommenced cover will be Limited Cover which will apply for at least 12 consecutive months from the date your insurance cover recommenced. Limited Cover will be converted to Standard Cover once you have been At Work for 30 consecutive days immediately prior to the expiry of the 12 month period. If you are not At Work for 30 consecutive days immediately prior to the expiry of the 12 month period, Limited Cover will continue until you have been At Work for 30 consecutive days.

**You must have been a member of the Fund at all times during this period and have not instructed us to cancel your cover. You need to have enough money in your account to pay the premiums for your cover.**

You can change or cancel your insurance cover any time by completing the relevant insurance form for the Energy Industry available online at [brightersuper.com.au](http://brightersuper.com.au).

- I wish to recommence the default cover applicable to me.
- I confirm that I am not eligible to be paid a benefit and I have not made, nor am I entitled to make a claim in relation to Terminal Illness, Total and Permanent Disablement, Total Disablement or Partial Disablement under any insurance policy.

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## 7 Elect to retain existing default cover

Please complete this section if you wish to retain your existing default cover after your Energy Industry Employer has ceased making additional contributions to pay for your default cover.

Select (✓) the applicable option(s) below:

- I wish to opt-in to retain the default cover I currently hold.
- I wish to retain only my default Death and TPD Cover.
- I wish to retain only my default Income Protection Cover.

**Please note:** There is a time limit to retain your existing default cover. Please refer to the correspondence sent to you for further information.

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## 8 Elect to reinstate cover - Insurance cover lapsed due to inactivity

Please complete this section if you are an Energy Industry member and you want to reinstate your insurance cover, where your cover has been cancelled due to your account being inactive for 16 months under the Protecting Your Super (PYS) legislation.

Reinstatement of cover is subject to certain conditions. By completing this form, your previous insurance cover (which may be Death Only, Death & TPD or Income Protection cover or a combination of these types of cover) with the Fund will be reinstated at the level it was prior to the cancellation for inactivity and will continue until you cancel it. The reinstated cover will be subject to the same terms and conditions, including any restrictions, loadings or exclusions which applied to the cover immediately prior to the cancellation. Please note: that if you are not At Work on the date cover is to be reinstated, your cover will be provided as Limited Cover until you have been At Work for 30 consecutive days.

**You must have been a member of the Fund at all times during this period and have not instructed us to cancel your cover. You need to have enough money in your account to pay for outstanding premiums and premiums for at least the next 2 months . You need to return this form within 30 days of your insurance being cancelled.**

You can change or cancel your insurance cover any time via the Member Portal or by completing the relevant Insurance form for the Energy Industry available online at [brightersuper.com.au](http://brightersuper.com.au).

- I wish to reinstate my cover and maintain cover even if no contributions or rollovers have been received into my account for more than 16 months.

**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. To meet this duty, each person whose life is to be insured 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 we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

### About this application

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can provide cover, 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 personal circumstances, such as health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance of each life to be insured. The information given to us in response to our questions is vital to our decision.

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

### Changes before your cover starts

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

### Guidance for answering our questions

You are responsible for the information provided to us. Each person answering our questions 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 we 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).

### Notifying the insurer

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

### Telephone contact

After you submit your application, we 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 us.

### If you need help

It's important that you and every person answering our questions understands this information and the questions we ask. Ask us or your adviser 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 us. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put us in the position we would have been in if the duty had been met.

For example, we 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 the person who answered our questions 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 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
- 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, and what you can do if you disagree.

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## 9 Member Declaration

By submitting this election form I declare that:

- I have read and understood the insurance information contained in the relevant Brighter Super *Product Disclosure Statement (PDS)* and the *Insurance guide - Energy Industry*.
- I have read the duty to take reasonable care and understand that failure to comply with this duty can have serious consequences for my insurance cover.
- The answers that I have provided to all questions in this application are true and correct.
- I understand that by opting in to default cover, electing to maintain my insurance cover, electing to reinstate my insurance cover or recommence my insurance cover, premiums will continue to be deducted until such time as I cancel my insurance cover or eligibility for cover ends.
- I understand if I complete this form and I work in the Local Government & Associated Industries or I am a Brighter Super Optimiser member my request will be invalid and I will need to complete the relevant form for my account.
- I understand that by completing **section 6 and/or section 8** of this the form I am reinstating the same amount of cover and types of cover that I held before my insurance cover was cancelled.
- I confirm that I am not eligible to be paid a benefit and I have not made, nor am I entitled to make a claim in relation to Terminal Illness, Total and Permanent Disablement, Total Disablement or Partial Disablement under any insurance policy (**section 6**).
- I understand that the reinstated cover will be subject to the same terms and conditions, including any restrictions, loadings or exclusions which applied to the cover I held immediately prior to the cancellation (**section 6 & 8**).
- I understand that the insurance cover will not be reinstated if my application form is not received by the Fund within the required 30 day time frame (**section 6 & 8**).
- I understand that to reinstate my cover, my account must have enough fund to pay the premiums for the period my cover was cancelled and at least two future months (**section 6 & 8**).
- I understand that if there is insufficient funds in my super balance to pay the cost of my insurance, my insurance cover will not be reinstated or recommenced (**section 6 & 8**).
- I understand that my application will be invalid and will not be processed if I do not complete this form correctly or I do not sign and date this form.
- I consent to the collection, use and disclosure of my personal information in accordance with the Brighter Super *Privacy Policy* and the *Zurich Privacy Policy*.
- I understand the effect this election may have on my account balance, and do not require further information.

<b>Signature</b>  	<b>Date signed</b> / /
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Please sign in blue or black pen - Brighter Super does not accept digital signatures on this form.

**Now you have completed this form and signed the declaration, please send it to us by:**

**Preferred Method**  
**Website** (Secure file upload)  
[brightersuper.com.au/contact-us](http://brightersuper.com.au/contact-us)

**Alternative Options**  
**Email** (scanned copy)  
[insurance@brightersuper.com.au](mailto:insurance@brightersuper.com.au)

**Post** Brighter Super  
GPO Box 264  
Brisbane Qld 4001

