

# Insurance transfer application

## ITA - Energy Industry



right by your side

### Complete this form to apply to transfer your current insurance cover under another life insurance policy ('Previous Cover') to Brighter Super ('Transferred Cover')

You can only apply to transfer the insurance cover from the previous fund if you satisfy all of the following conditions:

- You are eligible to have insurance cover with us;
- For Income Protection cover only, your cover in the previous fund has a waiting period of 90 days or less;
- You haven't made or you're not entitled to make a claim in relation to your cover held with the previous fund;
- You do not have a premium loading attached to your cover from the previous fund;
- The cover is not provided through a self-managed superannuation fund or a non-superannuation policy; and
- Your cover from the previous fund must be valid and current at the date of this application and must not have changed since the date the "Statement of Insurance Cover" from your previous fund was issued.

You can transfer up to \$1 million for Death and Total and Permanent Disablement (TPD) cover and/or up to \$10,000 per month for Income Protection (IP) cover. If you already have Death and TPD cover and/or Income Protection cover with us, your transferred cover will apply in addition to any existing cover you hold with us. However, the total amount of cover cannot exceed \$5 million for Death cover, \$3 million for TPD cover and \$30,000 per month for IP cover.

The transferred cover will be converted to the same unitised or fixed-dollar cover arrangement for Death and TPD and the number of units for IP cover. Unitised cover will be rounded to the next highest number of units.

If your cover with the previous fund is subject to restrictions or exclusions, the Insurer may accept your transfer application subject the same restrictions or exclusions.

If your application is accepted, your cover will commence on the date the Insurer accepts your application in writing. The cost of the total amount of cover will be based on the rates set out in the *Brighter Super Insurance guide - Energy Industry*.

You will need to provide us with written evidence from your previous fund of the amount of cover you have with them including any restrictions, additional premium loadings or exclusions applied. This is referred to as a "Statement of Insurance Cover" and is available by contacting your previous fund. This Statement from your previous fund can be no more than **12 months** old. In the event that your level of external cover is age-based and changes upon your birthday, you may be requested to provide a more up-to-date statement of insurance cover which shows your current level of cover. This is to ensure that the amount of cover transferred in is correct and so you are charged the correct premiums.

Your cover will be subject to the Fund's terms and conditions. For further details on the terms and conditions applicable to your cover, please refer to the *Brighter Super Insurance guide - Energy Industry*.

If you have unintentionally non-disclosed certain details in your insurance application, the Insurer can only void the contract within 3 years of the cover commencement date. This means by replacing your existing cover, this 3-year period starts again for your Brighter Super insurance.

Unless we have a White Collar/Professional occupation already recorded for you, the occupational category of Blue Collar risk will apply to your Transferred Cover. If you wish to change your occupational category, you will need to complete the *Occupational risk rating change form - Energy Industry* available from [brightersuper.com.au](http://brightersuper.com.au)

## Important information

Insurance cover is provided by Zurich Australia Limited (Zurich) ABN 92 000 010 195 AFSL 232510 and subject to terms and conditions of the insurance policy issued by Zurich to Brighter Super.

You should read the *Brighter Super Insurance guide - Energy Industry* for a summary of the terms and conditions of the insurance policy. You can download the guide from [brightersuper.com.au](http://brightersuper.com.au) or contact Brighter Super on **1800 444 396** if you would like a copy of the policy.

## 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

## lab Cancelling your Previous Cover

### Deciding to replace your existing cover

Before deciding to replace any existing cover, you should compare and consider the policy terms and conditions to work out if the insurance cover is right for you.

If you decide to replace existing cover you hold with another Superannuation Fund or insurer, please do not cancel your existing cover until we have told you that your application has been accepted, and on what terms. This is because there are some risks associated with replacing your existing cover, such as:

- If you have experienced any new health issues you may not be covered for these under your new cover.
- A claim may have been accepted under your existing cover if the health issue did not exist when you first took out the existing cover.
- You may also be subject to waiting periods before you can make a claim on the new cover.

To ensure you are covered at all times, it's important not to cancel your Previous Cover until you are notified in writing that your application has been accepted by Zurich. Upon being informed that your application had been accepted by Zurich, you must cancel your Previous Cover, otherwise you may be unable to claim on multiple insurance covers (depending on the terms of your policies).

You are responsible for making enquiries regarding any exit, transfer or other fees that will be triggered by cancelling your Previous Cover. You should do this so that you completely understand the effects of transferring your insurance cover to Brighter Super.

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

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

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

## 1 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. 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.

## 2 Contact preference

Zurich or Zurich authorised service providers may contact you to clarify or gather information in relation to this application

Please advise your preferred method of contact:  Email  Phone

Preferred email address (If different to above) \_\_\_\_\_

Preferred phone number (If different to above) \_\_\_\_\_

If you prefer Phone, what is a convenient time and day for Zurich to contact you?

Monday  Tuesday  Wednesday  Thursday  Friday

From \_\_\_\_\_ To \_\_\_\_\_

## 3 Details of Previous Insurance cover

Please provide the details of your Previous Cover that you wish to transfer to Brighter Super on the terms set out in the Policy.

Member Number / Policy Number (if known) \_\_\_\_\_

Name of Super Fund or Insurance Plan \_\_\_\_\_

Name of Insurer \_\_\_\_\_

### Type of insurance cover

Unitised cover  Fixed-dollar amount

Please tick (✓) all applicable options below:

I would like to transfer my Previous Death cover to a benefit of: \$

I would like to transfer my Previous TPD cover to a benefit of: \$

I would like to transfer my Previous Income Protection (IP) cover with a monthly benefit of: \$

The waiting period that applies to my Previous IP cover is: \_\_\_\_\_ days

The benefit period that applies to my Previous IP cover is: \_\_\_\_\_ years

### Please note:

The amount nominated above will be applied in addition to any existing cover you may hold with us and must not exceed the benefit amount of your Previous Cover.

### Date Previous Cover started:

Death cover / /

TPD cover / /

IP cover / /

### Terms and conditions of Previous Cover

Is your Previous Cover subject to any of the following limitations (please tick (✓) all applicable options below):

A premium loading?  Yes  No

A restriction or exclusion?  Yes  No

A pre-existing exclusion condition?  Yes  No

Any other limitation of any sort?  Yes  No

In addition to providing a current "Statement of Insurance Cover", if you answered YES to any of the above questions, you will also need to provide a copy of the advice you received from the former fund or individual insurer (that is dated within the last 12 months) confirming you accepted the cover subject to any additional terms.

Any loadings, exclusions, restrictions or limitations which were imposed on your insurance cover by the former fund or individual insurer will be assessed and if accepted by the Insurer, apply to the Transferred Cover.

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## 4 Request to fix your insurance cover

Please complete this section if you want to fix the dollar amount of Transferred Cover.

I wish to fix the dollar amount of my Death only or Death & TPD cover

We will apply the election you make in this application to your existing cover with Brighter Super so that all your cover in Brighter Super is on the same basis – fixed-dollar or unitised.

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## 5 Short personal health statement

To transfer your insurance cover, you're required to complete the "Health/Lifestyle questions" below.

As at the date of signing this application:

1. Due to injury or illness:

a. I am not off work or restricted from performing any of the usual duties of my occupation on a full-time basis of at least 30 hours per week (even if not currently working on a full-time basis for non-medical reasons).  Yes  No

b. I have not had my duties or workplace modified in the last 2 years OR I have resumed my pre-modified duties.  Yes  No

2. I have not been paid, am not eligible to be paid, nor have I lodged a claim for any type of sickness, accident or disability (including total and permanent disability or terminal illness) benefit(s) from any source such as a life insurer or WorkCover authority.  Yes  No

3. I have not been diagnosed with any illness that reduces my life expectancy to less than 24 months from today.  Yes  No

4. In the last 12 months:

a. I have not been advised to commence or change any form of treatment or medication for any ongoing or new medical condition(s) requiring follow-ups with a health professional (other than for cold or flu).  Yes  No

b. I have not received an abnormal medical test (i.e. x-ray, MRI, ultrasound, swab, etc), nor am I waiting on the results of any medical test.  Yes  No

c. I have not taken more than a total of 7 consecutive days off work over the past 12 months due to illness or injury (other than for cold or flu).  Yes  No

**Note:** If you are unable to answer **YES** to any of the above statements, you cannot proceed with this application. You will need to apply for cover by completing the *Insurance Application Form - Energy Industry* available from **brightersuper.com.au**.

By submitting this request to transfer my Previous Cover, I declare that:

- 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 under the *Insurance Contracts Act 1984 (Cth)*.
- The answers that I have provided to all questions in this application are true, correct and complete.
- I understand that my insurance transfer request is subject to my application being accepted by Brighter Super or by the insurer in accordance with the Policy guidelines.
- I understand that if the Insurer does not accept my insurance transfer request, I will retain my current level of cover.
- I understand that the transferred cover will be provided to me on the terms contained in Brighter Super's Insurance policy for the Energy Industry as changed from time to time.
- I have read and understood Brighter Super's *Insurance guide - Energy Industry*.
- I understand if I complete this form and I work in the Local Government and 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 agree that I will cancel the Death & TPD and/or Income Protection cover I have with my previous fund immediately upon being advised of the acceptance of my insurance transfer request.
- I understand that my Transferred Cover will be subject to any underwriting terms that currently apply to the cover I have with my previous fund.
- I agree that I will not transfer the insurance cover I have with my previous fund to any other superannuation fund or policy, other than to our Fund's Insurer.
- I agree I will not activate a continuation option, or reinstate any cancelled cover with my previous fund where such reinstatement is available to me.
- I confirm I have not received, and am not entitled to receive, a lump sum TPD benefit or a Terminal Illness benefit or a Total Disablement or Partial Disablement benefit from my previous fund.
- I understand that if my transfer request is accepted, my insurance costs may change or increase and these costs will be deducted from my Brighter Super account.
- I acknowledge and understand that in the event that I do not validly cancel my cover in the previous fund, and in the event the Insurer accepts a claim for Death, Terminal Illness or TPD or Total Disablement or Partial Disablement benefit, the Insurer will reduce any benefit payable under the policy issued by the Insurer by the amount of any benefit payable under the cover in the previous fund.
- I understand that if my application is accepted I will be notified in writing and my insurance cover will change in accordance with the direction I have made in this form. The change will be effective from the date Zurich accepts this application and provided my member account has adequate funds to meet the premium payable.
- 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 the Insurer.
- 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*.

Signature

Date signed

/ /

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

**Alternative Options**

**Email** (scanned copy)  
insurance@brightersuper.com.au

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

