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If you hold insurance cover in another superannuation fund or directly with another life insurer, you can apply to transfer your existing insurance to increase your cover in Fiducian Superannuation Service.

An application may be accepted or rejected by TAL.

### What type of cover can be transferred?

- Death only or Death and Total and Permanent Disablement (TPD) cover of up to \$800,000

In any case, the total amount of your cover after the transfer cannot exceed the following maximum amount of cover under Fiducian Superannuation Service:

- Death only cover of up to \$5,000,000;
- Terminal Illness cover of up to \$2,500,000; and
- TPD cover of up to \$2,500,000.

### Please note, cover cannot be transferred if the cover to be transferred is subject to:

- a "limited cover" or "pre-existing condition exclusion" of any length;
- more than two medical exclusions;
- loading of more than 100%;
- loading of 50% and one medical exclusion or more; or
- loading of 100% and any medical exclusions.

### Eligibility Criteria

To be eligible to transfer cover, you must, as at the date of your Individual Transfer Application, and to TAL's satisfaction:

- have completed this form and any other prescribed documents TAL requires;
- have provided satisfactory evidence confirming the type, amount, and currency of the cover which applied to you under the Previous Policy;
- be under age 60;
- not engaged in a hazardous occupation (as defined below).

A 'hazardous occupation' means an occupation involving hazardous or very heavy manual work. Some examples of 'hazardous occupations' are offshore oil rig workers, fishermen, forestry workers, mining groups or drilling, exploration and explosive related industries, as well as any underground/underwater workers, workers at heights - including riggers, scaffolders, roof workers, antenna erectors, pilots and aircrew of commercial airlines, prison services workers, labourers, firemen, police, ambulance drivers/paramedics; truck drivers; and professional sportspeople or entertainers. If you are not sure whether your current occupation is considered a hazardous occupation you can contact the Insurer (TAL) on 1800 666 136 for more information.

## INSTRUCTIONS

By completing this Individual Transfer Application you are electing to transfer your cover to an insurance cover in Fiducian Superannuation Service that is provided by TAL Life Limited ABN 70 050 109 450, AFSL 237848 (TAL), and the transfer of any existing insurance is subject to acceptance by TAL and the terms and conditions of the Fiducian Superannuation Service insurance policy. The transferred cover in Fiducian Superannuation Service will commence on the later of:

- the date TAL accepts your application to transfer cover in writing; and
- the date the insurance that you are seeking to transfer is cancelled.

## INSTRUCTIONS (continued)

To apply to transfer your existing insurance, you will need to:

- complete all sections of this form and sign this form; and
- attach a member statement (dated within 90 days of the date of this application) from the fund where your insurance cover was held or from the individual insurer, confirming the type and level of your existing cover.

**Acceptance of your application by the Insurer (TAL) is subject to TAL's acceptance conditions and some limitations may apply. Do not cancel your existing insurance until you have received confirmation in writing that your application to transfer has been accepted including any conditions that TAL may apply.**

## 1. LIFE INSURED DETAILS

Fiducian Superannuation Service Member number (if known)

Title

Mr  Mrs  Miss  Ms  Other

Given name(s)

Last name

Date of birth

DD / MM / YYYY

Gender

Male  Female

Have you smoked tobacco in the last 12 months?

No  Yes → How many cigarettes do you smoke per day?

### Current residential address

Street address

Suburb

State

Postcode

Best contact phone number

(Mobile phone preferred)

Email

## 2. OCCUPATION DETAILS

Name of current employer

Employment Status

Average hours worked per week, if currently working

Main occupation (job title)

Industry of your main occupation

Outline the duties of your main occupation

Current annual salary (gross) for Income protection and assessment of occupation\*

\$

Tertiary qualifications (if any)

\* 'Salary' means your pre-tax income earned from your personal exertion. Refer to the Product Disclosure Statement or insurance policy and relevant schedule for the full definition of salary including salary in respect of the self-employed, if applicable.

### 3. ELIGIBILITY QUESTIONS

1. Please complete either a, b or c, as applicable.

a) For an employed person:

Are you currently off work, or restricted or unable to fully perform without any limitation all the duties of your usual occupation on a full-time basis (for at least 30 hours per week), due to illness, sickness, accident or injury, even if your actual employment may be full-time, part-time or casual?

No  Yes

b) For an unemployed person whose sole occupation is the performance of unpaid domestic duties:

Are you:

i) unable to fully perform your unpaid domestic duties due to illness or injury;

ii) in receipt of social security benefits in relation to an illness, injury, or disability which you may have; or

iii) in receipt of unemployment benefits including but not limited to any benefits payable in respect of return to work programs, work start training programs, or similar work experience/training initiatives?

No  Yes

c) For an unemployed person whose sole occupation is NOT the performance of unpaid domestic duties:

Are you currently restricted or unable to actively seek employment and/or fully perform, without any limitation due to illness or injury, all the duties and work hours of a gainful occupation reasonably suited to you having regard to your education, training and experience?

No  Yes

2. Have you, in the last 12 months been absent from work or unable to fully perform:

- the duties of your usual occupation (whether employed or unemployed); or
- your unpaid domestic duties, if you are unemployed and your sole occupation is the performance of unpaid domestic duties;

due to illness or injury (other than cold or flu) for more than six days?

No  Yes

3. Have you been diagnosed with, or do you suffer from, an illness or injury that may cause permanent inability to work or which reduces or is likely to reduce your life expectancy to less than 12 months from the date of this application?

No  Yes

4. Have you ever had an insurance application for death only, death and total and permanent disablement, terminal illness or income protection (including accident or sickness) cover refused?

No  Yes

5. Have you ever been paid or are you eligible to be paid, or are currently in the process of submitting a claim for any illness or injury through Fiducian Superannuation Service, another superannuation fund, insurance policy, workers' compensation, or Government benefits (such as sickness benefit, invalid pension) providing terminal illness, total and permanent disablement or income protection cover, including accident or sickness cover?

No  Yes

**Note: If you have answered 'Yes' to any of the above questions 1 to 5, you are NOT eligible to transfer your existing insurance using this application. Please download and complete the TAL Member's Personal Statement as we require more detailed information to be provided.**

6. Have you ever had an insurance application for death only, death and total and permanent disablement, terminal illness or income protection (including accident or sickness) cover modified or offered on non-standard terms in regards to medical or other conditions?

No  Yes → Please provide details.

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#### 4. EXISTING INSURANCE DETAILS OF COVER TRANSFERRING

Name of superannuation fund or insurance company where my existing insurance is held:

Member/Policy number

**I confirm that my current level and type of cover under the former fund or individual insurer which I am transferring is as follows:**

**Death cover\***

**TPD cover\***

\* Death and TPD cover will be transferred either as fixed amount of cover or rounded up to the nearest unit depending on the division in Fiducian Superannuation Service that cover is being transferred into.

Please attach a copy of your latest member statement (dated within 90 days of the date of this application) confirming the conditions of your cover including any loadings, limitations, alternative terms, and/or exclusions, or any other documentation from your fund confirming the same and complete the question below.

Have you attached your latest benefit statement as proof of your current insured amounts?

No

Yes

Please provide details of any loadings, limitation, alternative terms, and/or exclusions (if applicable):

#### 5. DUTY TO TAKE REASONABLE CARE

When you apply for insurance, you are treated as if you are applying for cover under an individual consumer insurance contract. A person who applies for cover under a consumer insurance contract has 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.

This 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. Under the *Insurance Contracts Act 1984* (Cth) there are a number of different remedies that may be available to the Insurer. They are intended to put the Insurer in the position it would have been in if the duty had been met. For example, the Insurer 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 the Insurer can exercise one of these remedies depends on a number of factors, including:

- whether reasonable care was taken not to make a misrepresentation. This depends on all of the relevant circumstances.
- what the Insurer would have done if the duty had been met – for example, whether it 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 any of these remedies are exercised, the Insurer will explain the reasons for its decision, how to respond and provide further information, and what you can do if you disagree.

##### **Guidance for answering the questions in this form**

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

- Think carefully about each question before you answer. 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.
- 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.

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

## 5. DUTY TO TAKE REASONABLE CARE (continued)

### Changes before your cover starts

Before your cover starts, the Insurer may ask you whether the information that has been given as part of your application for insurance remains accurate or whether there has been a change to any of your circumstances. As any changes might require further assessment or investigation, it could save time if you let us or the Insurer know about any changes when they happen.

### If you need help

It's important that you understand your obligations and the questions that are being asked. Please contact us for help if you have difficulty understanding the process of obtaining insurance or answering any questions.

Please also let us know 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.

## 6. PRIVACY STATEMENT

### Fiducian Superannuation Service

Information about how the Fund collects, uses, discloses and handles your personal information is set out in the Trustee's Privacy Policy. To access this Policy, your personal details, or to make an enquiry about any aspect of your Fund membership, please:

- visit the website at [www.fiducian.com.au](http://www.fiducian.com.au)
- call the Helpline on 1800 653 263
- write to GPO Box 4175, Sydney NSW 2001

### TAL Life Limited (TAL).

TAL and its related entities are committed to ensuring that your information is handled responsibly in accordance with the Privacy laws, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The way in which TAL collects, uses, secures and discloses your 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.

### Collection and use of personal information

We collect personal information, including, but not limited to, 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 processing 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 a claim.

We may take steps to verify the information that you provide, for example we may obtain independent medical reports regarding information about your past and current medical conditions, or we may verify with an employer regarding remuneration information provided in a claim for income protection to ensure that it is accurate.

### Disclosure of your information

We disclose relevant 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. The types of people and organisations to which we may disclose information includes, but is not limited to the following:

- 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;
- Reinsurers, other insurers and their administrators;
- The trustee, or administrator of your superannuation fund; and
- Other organisations to whom we outsource certain functions during the assessment process of your application process, such as obtaining blood tests.

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).

Useful information regarding privacy rights is available at the website of the Office of the Privacy Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au)

## 7. DECLARATION AND SIGNATURE

### By signing below, I acknowledge that:

1. I will cancel all insurance cover with my fund or individual insurer within 60 days of receiving confirmation from TAL of my successful transfer application;
2. I will not be transferring the cover under my:
  - fund to any of its division or section; or to any other fund, other than Fiducian Superannuation Service; or
  - individual insurer to any other fund,
3. I will not effect a continuation option or subsequently reinstate any cancelled cover within the fund or any other division, section, category of the fund or within any fund or insurance policy where such reinstatement of cover is available to me;
4. I understand that if it becomes apparent to Fiducian Portfolio Services Limited or TAL that I have not complied with the statements 1, 2 and 3, then any insured benefit that may be payable to me or my estate from Fiducian Portfolio Services Limited may be reduced by the insured amount paid or payable from my fund, or life policy, or an associated section or division of the fund or other fund, or any policy issued under any option that I exercised.
5. I acknowledge that I have read the notice of my duty of disclosure in Section 5 above, have complied with this duty in relation to this application, and understand that this duty also applies until formal notification of acceptance of transfer.
6. I have read and checked all answers in this application including those 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 and/or personal statement which relate to me are true and correct and no information material to the assessment of this insurance has been withheld.
7. I have read the Privacy Statement in Section 6 above, and consent to my personal information (including health and sensitive information) being collected, used or disclosed by TAL, the Trustee and/or their external service providers/contractors as contemplated in this form, including collecting it from, or disclosing it to, any medical practitioner or third party as required to assess, verify or process this application or any claim I may make. This consent applies to any health and sensitive information TAL and/or the Trustee collect on this form or future forms in relation to this insurance. A photocopy of this authority is as effective and valid as the original.
8. I understand that this new insurance cover wholly replaces my previous cover.
9. I confirm that since the cover to be transferred was issued by the current insurer, I have not had an application for life insurance, disability insurance or other related insurance cover declined, deferred or offered on special terms.
10. I have read and understood the most current relevant Product Disclosure Statement for the insurance within Fiducian Superannuation Service, and understand that if this application is accepted my transferred cover will be subject to the terms and conditions of the Fiducian Portfolio Services Limited's relevant insurance policy.

Signature

X

Date

DD / MM / YYYY

### SUBMITTING THIS FORM

Please return your completed form and any supporting documentation to:

Fiducian Portfolio Services Limited  
GPO Box 4175  
Sydney NSW 2001

### CONTACTING TAL



1800 653 263



[www.fiducian.com.au](http://www.fiducian.com.au)

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