FORM

Transfer Application

MLC Limited is the appointed insurer for Resource Super

If you have Death or Death and TPD Insurance or Salary Continuance Insurance with another superannuation fund, group insurer or retail policy, you may be eligible to apply to transfer your insurance.
Please complete and sign this form, making sure you provide all of the requested details.
Once we've confirmed we accept your application, you must cancel your existing insurance within 60 days.

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. 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. 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 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.
- 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.

Changes before your cover starts

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts.

Before your cover starts, we may ask about any changes that mean you would now answer our questions differently. As any changes might require further assessment or investigation, it could save time if you let us know about any changes when they happen.

Where the Policy Owner and Life Insured are different persons

If the policy owner and life insured under the policy are different persons, a misrepresentation by the life insured has the effect as though it is a misrepresentation by the policy owner.

If you request life insurance inside super, the Trustee obtains this insurance from us in relation to you. In this circumstance, we rely on the representations made to us by you or the Trustee.

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 have difficulty 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.

1. HEALTH QUESTIONS

If you answer '**Yes**' to questions a-g below, or you're currently claiming or intend to claim on any other existing insurance, you won't be eligible to transfer your insurance.

a. Are you currently working restricted hours in your normal occupation due to injury or illness or have you taken more than a total of 10 days off work due to illness or injury in the past 12 months?

☐ Yes ☐ No

b. Are you currently disabled, not working or unable to perform any of your pre-disability duties?

☐ Yes ☐ No

c. Have you lodged a claim in the last two years for a Total and Permanent Disability, Trauma, Income Protection/Salary Continuance, worker's compensation or motor accident compensation benefit?

☐ Yes ☐ No

d. Have you been diagnosed with any illness that reduces your life expectancy to less than 12 months from today, or do you have any illness or condition that requires ongoing medication, counselling or regular review by a medical practitioner or health professional? (Excluding controlled blood pressure and cholesterol)

☐ Yes ☐ No

e. Are you currently employed in a 'Hazardous Occupation' (please refer to your PDS for a list of Hazardous Occupations)?

☐ Yes ☐ No

f. Is your existing insurance cover subject to any of the following: limited cover conditions, pre-existing condition exclusions, additional premium loading?

☐ Yes ☐ No

g. Have you previously had any application for Total and Permanent Disability, or Income Protection/Salary Continuance declined or deferred by the insurer?

☐ Yes ☐ No

h. If you are intending to transfer Income Protection/Salary Continuance insurance, are you currently Gainfully Employed and working at least 15 hours per week in the last 12 months?

☐ Yes ☐ No

2. MEMBER DETAILS

a. Policy number

b. Member number

c. Policy name

d. Title (please select)

Mr ☐ Miss ☐ Ms ☐ Dr ☐ Other ☐ → ☐☐☐☐

e. First name(s)

f. Middle name

g. Surname

h. Date of birth (DD MM YYYY)

i. Mobile number

j. Email address (Give us your email address to receive all future communications electronically.)

k. Address

Unit number

Street number

Street name

Suburb

State

Postcode

3. INSURANCE DETAILS

a. Name of current insurance provider or fund

b. The type and amount of insurance you want transferred:

Type of insurance	Amount
Death	$
Total and Permanent Disablement (TPD)	$
Salary Continuance / Income Protection	$ per month

3. INSURANCE DETAILS (CONTINUED)

Please note:

You must agree to transfer all insurance held with your existing insurance provider or fund up to the transfer maximum of $2 million for Death and TPD and $20,000 per month for Salary Continuance. In any case, the total amount of your cover after the transfer cannot exceed the following maximum amount of cover under RSSMT:

- Death, Terminal Illness and TPD of $3,000,000; and
- Salary Continuance cover of up to $20,000 per month.
- Any exclusions or non-standard terms which apply to your existing insurance will continue to apply to your insurance under the Policy.
- Please be sure to attach your latest insurance statement outlining the type and level of insurance you have.
- Your TPD insurance cannot be transferred without your death insurance and cannot exceed the amount of death insurance.
- TPD insurance can only be transferred where you currently hold existing TPD insurance under the Policy.
- The above insurance, if accepted, will be in addition to any existing insurance you have under the Policy. If your transfer isn't accepted, your level of insurance will remain unchanged.
- For Death, Terminal Illness and Total and Permanent Disability cover transfer, if you hold Fixed Cover under your current Policy, then the Transferred Cover will be rounded up to the next multiple of $1,000; or
- For Death, Terminal Illness and Total and Permanent Disability cover transfer if you hold Unitised Cover under your current Policy, then the Transferred Cover will be rounded up to the minimum number of whole units required to provide you with at least as much cover as you previously held.

4. YOUR AGREEMENT AND DECLARATION

Please review this declaration and sign you agree to it.

- I have read the current PDS / Insurance guide (as applicable) which explains the terms and conditions that will apply to me once my application has been accepted.
- I have read and understand the duty to take reasonable care not to make a misrepresentation.
- the information provided in this application is true and complete.
- I consent to notices relating to my application to be sent to the email address or the mobile number provided by me and I acknowledge that my personal and sensitive information may be sent to that email address.
- the Insurer may undertake appropriate enquiry and investigation to verify answers I have provided.
- the Insurer has authority to access health evidence I provided to my current insurer(s) in my application for insurance.
- the Insurer is authorised to provide my personal, financial and medical information (whether provided in this application or otherwise subsequently collected by the Insurer with my consent) to any medical professional, medical facility, reinsurer, assessor, adviser or any other confidential service provider, now or at any time in the future, for the purpose of issuing or administering this insurance, and assessing any claim made in respect of this insurance.
- my consolidated insurance will not start until I receive written confirmation the Insurer has accepted my application.
- once I receive confirmation my application has been accepted I will cancel my insurance held with the other insurance provider within 60 days and won't request an insurance transfer, consolidation, continuation option or reinstatement of my current insurance with any other insurance provider.
- 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**

Member name

Member Signature

Date (DD MM YYYY)

5. SEND US YOUR FORM

Please mail or fax your completed, signed and dated form to:

Resource Super

Locked Bag A4094
Sydney South NSW 1235

E: info@resourcesuper.com.au