

Use this form to apply to transfer existing insurance cover from a *Previous Policy* as defined in the current Bendigo SmartStart Super Insurance Guide in another super fund or with an individual insurer, into the Plan. The Insurance Guide is available at [www.betashares.com.au/super/documents](http://www.betashares.com.au/super/documents). *Italicised* terms used in this form are defined in the Insurance Guides.

Bendigo SmartStart Super's insurer is TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL). The acceptance of your transfer request is subject to TAL's acceptance and some limitations may apply. Any restrictions, conditions, exclusions or premium loadings that applied to the cover under the *Previous Policy* may continue to apply to the transferred cover if required by TAL. **You should not cancel your existing cover held under the *Previous Policy* until you have received confirmation in writing that your request to transfer your cover has been accepted by TAL.**

The transferred cover in the Plan will commence on the later of:

- a) The date TAL accepts in writing this application to transfer the existing insurance; and
- b) The date your existing insurance is cancelled under the *Previous Policy*.

### What type of cover can be transferred?

- Death only or Death and TPD cover up to a maximum of \$2 million with total cover not to exceed \$3 million (including cover already in place in the Plan).
- Income protection cover to the lesser of 75% of *Earned Income* plus superannuation contributions benefit (optional) of up to 10% of your *Earned Income* (optional) and \$20,000 per month (including cover already in place the Plan).

### Eligibility requirements

You must meet the following conditions as at the date of the acceptance of the transfer:

- You are under age 60 at the time your application is accepted;
- You are not engaged in a *Hazardous Occupation*;
- For Income Protection cover, you are *Gainfully Employed* and working at least 15 hours per week; and
- The insurance cover under your *Previous Policy* is not subject to alternative terms with a loading, limitation or more than two exclusions except where TAL is satisfied with the alternative terms.
- For Bendigo SmartStart Super members, premium rates applicable to your current division (employer-sponsored or personal division) will apply;

### How to apply

- Complete all sections of this form and acknowledge the Duty to Take Reasonable Care, Privacy Statement and the Declarations on this form;  
and
- Attach a statement from the previous insurance provider or superannuation fund (no more than 12 months old) of the insurance cover you wish to transfer into the Plan.

### Income Protection cover transfer terms

The Plan offers Waiting Periods of 30, 60 or 90 days and Benefit Periods of 2 years, 5 years and 'to age 65'. Other Waiting Periods may be offered at TAL's discretion and adjusted as follows:

- a Waiting Period that is more than 60 days but less than 90 days will be adjusted to 90 days
- a Waiting Period that is more than 30 days but less than 60 days will be adjusted to 60 days
- a Waiting Period that is more than zero but less than 30 days will be adjusted to 30 days
- cover that has a Benefit Period of more than 2 years but less than 5 years will be adjusted to 2 years
- cover that has a Benefit Period of more than 5 years but less than to age 65 will be adjusted to 5 years

## General Risks of replacing 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.

## Your 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 your 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 your 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 else 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.

## 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.



Do not cancel any existing insurance you have under your *Previous Policy* until you have received written confirmation from TAL that your transfer has been accepted.

## Step 1: Life Insured Details

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Member number

Title  Mr  Mrs  Ms  Miss  Other

Surname

Given name(s)

Date of birth  /  /  (dd/mm/yyyy) Sex  Female  Male

Email address

Postal address

Town/Suburb  State  Postcode

Have you smoked in the last past 12 months?  Yes  No

**If Yes, state type and daily quantity:**

If any of your answers are unclear, we may contact you by telephone, as this can save unnecessary delays.

Your preferred contact number

Your preferred contact time (business hours)

## Step 2: Occupation Details

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Name of current employer:

Employment status (you must be *Gainfully Employed* at least 15 hours per week to be eligible for Income Protection cover):

Self-employed  Employee (full time)  Employee (part-time)  ( Hours per week)

Not working  Domestic duties  Casual

Your main occupation (job title)

Industry of your main occupation

Outline the duties of your main occupation and percentage time in each duty (e.g. office work, sales, supervision, manual work).

### Step 3: Eligibility Questions

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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?

Yes  No

b. For an unemployed person whose sole occupation is the performance of unpaid *Domestic Duties*:

Are you:

- i. unable to fully perform (for at least 30 hours per week) 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?

Yes  No

c. For an unemployed person whose sole occupation is NOT the performance of unpaid *Domestic Duties*:

- i. Are you currently restricted or unable to actively seek employment and/or fully perform (for at least 30 hours per week), 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?

Yes  No

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

- a. the duties of your usual occupation (whether employed or unemployed); or
  - b. 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?

Yes  No

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?

Yes  No

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

Yes  No

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 the Plan, another superannuation fund, insurance policy, workers' compensation, or Government benefits (such as sickness benefit, invalid pension) providing terminal illness, TPD or income protection cover, including accident or sickness cover?

Yes  No

**If you have answered 'YES' to any of the Eligibility questions, you are not eligible to transfer your existing insurance using this form. Please download and complete an Insurance Application and Personal Health Statement which is available from our website at [www.betashares.com.au/super/documents](http://www.betashares.com.au/super/documents) or contact our Client Services Team on 1800 033 426.**

**If you have answered 'NO' to all of the Eligibility questions, please complete question 6 below.**

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 alternative terms in regards to medical or other conditions?

Yes  No

If 'Yes' please provide details in the box below:

### Step 4: Insurance Transfer Details

#### 1. Cover to be transferred

a) Do you wish to transfer the full amount of your existing cover held under a *Previous Policy*?

Yes  No  Please advise the dollar amount of cover in the table below

**If yes** - proceed to question (b)

Death Cover	\$	
Total and Permanent Disablement (TPD) Cover	\$	
Income Protection	\$	
		per month
		Waiting Period: _____ Benefit Period: _____

#### b) Fixed Premium

You can request to convert the transferred Death and TPD Cover to an equivalent amount of cover that can be purchased for a fixed premium per week. This means that the cost of cover will remain the same but the amount of cover will change as you get older. Note, in some instances we may be unable to convert your cover to a fixed weekly premium for example if you currently have Fixed Cover in the Plan.

I wish to convert my transferred cover to a Fixed Premium amount per week.

#### 2. Existing insurance details

Please provide details of your existing superannuation fund(s) or insurance company below (*Previous Policy(ies)*):

Provider	Member Number	Death	TPD	Income Protection (& Waiting/Benefit Periods)
		\$	\$	\$ _____ per month Waiting Period: Benefit Period:
		\$	\$	\$ _____ per month Waiting Period: Benefit Period:
		\$	\$	\$ _____ per month Waiting Period: Benefit Period:
		\$	\$	\$ _____ per month Waiting Period: Benefit Period:
<b>TOTAL</b>		\$	\$	\$ _____ per month Waiting Period: Benefit Period:

## Step 5: Financial Adviser details (if applicable)

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Name of financial adviser:

Phone number:

Email address:

## Step 6: Insurance opt-in election

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We are required to cancel your insurance cover if no contributions have been received into your account for a period of 16 continuous months (inactive), unless you instruct us otherwise in writing.

I elect to maintain insurance cover held in respect of this account in the event my account becomes inactive.

I understand that insurance premiums for the insurance cover I have elected to retain will continue being charged to my account and I can request to cancel my insurance at any time. My cover will continue to be subject to the existing insurance terms and conditions.

## Step 7: Privacy Statement

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### **Bendigo Superannuation Pty Ltd (Bendigo Super)**

Bendigo Super collects, uses, and discloses your personal information (including health and sensitive information) on behalf of TAL so that TAL may assess, verify and process your application and any claim made. If the information requested is not provided, your application for insurance or any insurance claim may not be processed.

In order to manage your insurance cover under the group insurance policies, Bendigo Super and its agents may collect or disclose information relating to you or your application or any claim you may make to TAL, financial advisers, reinsurers, superannuation trustees, past or present medical practitioners, health professionals, hospitals, government department(s) which retain health records or as part of our regulatory requirements, personal accountants, current or former employers, lawyers or claim investigators and other third party service providers.

Bendigo Super's Privacy Policy contains information about how Bendigo Super will handle your personal information.

Some of the organisations we disclose your personal information to may be located overseas. Where an organisation is located overseas we will either take reasonable steps to ensure that it complies with Australian privacy laws or we will seek your consent to the disclosure.

In most cases you can gain access to and seek correction of your personal information. Should you wish to do so, or if you have any queries about your information, please contact us on 1800 033 426.

If you have provided Bendigo Super with information about another person, you undertake to advise them that:

- Bendigo Super collects, holds and uses the personal information for the purposes set out in this privacy statement
- their personal information may be disclosed to a third party
- they may access or correct any personal information held about them.

You should read Bendigo Super's privacy policy which contains information about how you can gain access to and seek correction of your personal information, how you can complain about a breach of the privacy laws by Bendigo Super and how Bendigo Super will deal with a complaint. Bendigo Super's privacy policy is available at [www.betashares.com.au/privacy-policy](http://www.betashares.com.au/privacy-policy) or by telephoning 1800 033 426.

### **TAL**

The way in which TAL collects, uses, discloses and secures your personal information is set out in the TAL Privacy Policy which is available at [www.tal.com.au/Privacy-Policy](http://www.tal.com.au/Privacy-Policy) or free of charge on request. This document explains how you can gain access to and seek correction of your personal information and what to do if you have a privacy related complaint against TAL.

### **Collection and use of personal information**

TAL collects personal information, including your name, age, gender, contact details, health information, salary, and employment information so that TAL may assess and administer insurance related matters. In certain circumstances TAL may be required to collect personal information of a sensitive nature such as lifestyle and medical history information.

TAL may take steps to verify the information it collects; for example, a birth certificate provided as identification may be verified with records held by Births, Deaths and Marriages to protect against impersonation, or TAL may verify with an employer regarding remuneration information provided in a claim for income protection to ensure that it is accurate.

### Disclosure of personal information

TAL discloses relevant personal information to external organisations that help TAL provide services and may also disclose some of your personal information to other parties such as the following:

- Claims assessors and investigators, claims managers and reinsurers
- Medical practitioners (to verify or clarify, if necessary, any health information you may provide)
- For members of Bendigo SmartStart Super where TAL is the insurer, to Bendigo Super, or administrator of the superannuation fund
- Any person acting on your behalf, including your financial advisor, solicitor, accountant, executor, administrator, trustee, guardian or attorney
- If required or authorised to do so, regulatory bodies and government agencies
- Other insurers that have, or have had, an arrangement without superannuation fund, or to which your insurance is transferred by your superannuation fund
- Other organisations to whom TAL outsources certain functions such as obtaining blood tests for underwriting purposes, rehabilitation providers, surveillance providers and forensic accountants

There are situations where TAL may also disclose your personal information in circumstances where it is

- Required by law (such as to the Australian Tax Office), and
- Authorised by law (e.g. under Court Orders or Statutory Notices)

### Access

Under current privacy legislation, you are generally entitled to access the personal information TAL holds about you. An access charge may apply, but not to the request itself. If you wish to access your personal information, TAL asks that you put this request in writing and send it to the following:

Bendigo Superannuation  
GPO Box 264  
Melbourne VIC 3001  
Email: [super@betashares.com.au](mailto:super@betashares.com.au)

### Changes to your personal information

TAL's goal is to ensure that the personal information it holds is complete, accurate and up to date. Please contact TAL via its Customer Care Centre, if there is any change to the details that you have previously provided to TAL, such as your postal or email address, telephone numbers, name or other contact details. Please also contact TAL if you believe that the information TAL has about you is not accurate, complete, or up to date.

### Additional Information and further questions

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)

If you have any questions or would like further information on the TAL privacy and information handling practices, please refer to the TAL Privacy Policy available at [www.tal.com.au/Privacy-Policy](http://www.tal.com.au/Privacy-Policy)

## Step 8: Declaration and Signature

Please confirm (by marking an 'X' beside the "Yes" box below) that the following statements are true and correct, and that you agree to abide by these requirements:

- I will cancel all my existing insurance under my *Previous Policy* upon receipt of written confirmation from TAL of my successful transfer application; and
- I will not be transferring any of my existing insurance to any fund or individual insurer other than the Plan; and
- I will not apply for a continuation option or reinstatement of any cover under the *Previous Policy*; and
- I understand that if this application is accepted, my cover will be subject to the terms and conditions of the Bendigo Superannuation insurance policy.

YES

NO

- I acknowledge that I have read the current Bendigo SmartStart Super Product Disclosure Statement (PDS), as well as the current Bendigo SmartStart Super Insurance Guide.
- I acknowledge and agree that the information contained in the applicable PDS and Insurance Guide is a summary of the main terms and conditions of the insurance offered under the Plan and I agree that I can access the full terms and conditions governing the insurance arrangements by contacting Bendigo Super's Client Services Team on 1800 033 426.
- I acknowledge that I have read the notice explaining my duty to take reasonable care on page 2 above and understand that this duty also applies until formal notification of acceptance.
- I acknowledge that I may be asked to complete a Medical Consent Authority to allow collection of health information from my health providers. Failure to complete the consent form may cause TAL not to consider my application or delay my application.
- I have read and checked any answers 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 or personal statement which relate to me are true and correct and complete.
- I am electing that the insurance cover is to be provided to me if I meet all eligibility criteria and conditions, even though I may be under age 25 years and/or my account balance is less than \$6,000.
- I have read the Privacy Statement in Step 7 of this application, and consent to my personal information (including health and sensitive information) being collected, used, disclosed and stored by Bendigo Super or TAL or its 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 my application or any claim I may make. This consent applies to any health and sensitive information Bendigo Super or TAL collects on this form or future forms in relation to this insurance.

Signature

Date

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### Please send the completed form to:

Bendigo Superannuation

GPO Box 264

Melbourne VIC 3001

OR Email: [super@betashares.com.au](mailto:super@betashares.com.au)