

# 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 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.

## 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.

## Privacy

The Privacy of Life Limited (TAL) customers is important and TAL is bound by obligations imposed by current privacy laws including the Australian Privacy Principles. The way in which TAL collects, uses, secures and discloses your personal information and sensitive 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 1300 209 088.

## Collection and use of personal information

We collect personal information, including, 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 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 the claim.

We may take steps to verify the information that we collect, for example a birth certificate may be verified with records held by Births, Deaths and Marriages to protect against impersonation, 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 personal information

We disclose relevant personal 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, 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)
- any person acting on your behalf, including your financial advisor, solicitor, accountant, executor, administrator, trustee, guardian or attorney
- other insurers
- for members of superannuation funds where TAL is the insurer, to the trustee, or administrator of the superannuation fund
- other organisations to whom we outsource certain functions during the underwriting and claims processes, such as obtaining blood tests for underwriting purposes, rehabilitation providers, surveillance providers and forensic accountants.

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).

# INSURANCE LIFE EVENTS APPLICATION FORM

NGS Super's Life Event cover option makes it simple for you to apply to vary your cover. You should use this form if you wish to increase your existing Life cover, TPD cover or Income Protection (IP) cover upon the occurrence of a significant Life Event.

You must apply to increase your cover **within 90 days** of the Life Event occurring. You will need to attach a photocopy of the relevant document(s) confirming the occurrence of the Life Event. Please note that your respective total sum insured for Life, TPD and IP will be converted to fixed sum insured after you exercise the Life Event cover increase option.

## Eligibility

You are not eligible to apply for Life Event cover if you are aged 60 or older.

## Conditions

- You cannot exercise the Life Event cover option more than once in any 12 month period.
- The maximum amount of Life Event cover for Life and TPD is the lesser of 25% of your existing sum insured and \$200,000.
- The maximum amount of Life Event cover for IP is the lesser of 25% of your existing sum insured and \$2,500 per month.
- The amount of the total sum insured after the increase in cover as a result of the Life Event cannot exceed:
  - \$2,000,000 for Life/TPD
  - \$15,000 per month for IP.
- You must be in Active Employment immediately before the date the increase in cover for the Life Event is accepted.

## Save time, apply online

Applying to vary your insurance via the Member Online portal is quick and easy. Simply login via **[ngssuper.com.au/MOL](https://ngssuper.com.au/MOL)** go to the insurance section and click on the link to the **TAL Insurance portal**.

- Only existing cover can be increased as a result of a Life Event. If you do not have a particular type of cover, you cannot apply for that type of cover in relation to a Life Event.
- Satisfactory proof of the Life Event must be provided. A list of the required documentation is provided in a table on page 6 of this form.
- Any additional Life and TPD cover that is accepted under the Life Event cover option will be subject to the terms of the policy which include but are not limited to an exclusion for suicide, attempted suicide or self-inflicted injury, action or infection (if it occurs within the first 13 months).

For additional information please refer to the **Insurance Guide** available online at **[ngssuper.com.au/PDS](https://ngssuper.com.au/PDS)**

**Any increase in cover does not commence until you receive confirmation in writing that your Life Events Application has been accepted.**

## If you need help

If you're unsure of your decisions, consider obtaining professional advice. We offer:

- advice at no extra cost through our advice Helpline or
- low-cost advice through NGS Financial Planning.

To make an appointment phone us on **1300 133 177** or complete the **Financial planning enquiry form** on our website at **[ngssuper.com.au/advice](https://ngssuper.com.au/advice)**

Please send your completed form with relevant documents to:

**NGS Super**  
**GPO Box 4303**  
**MELBOURNE VIC 3001**

or email to **[NGSAdminTeam@mercercor.com](mailto:NGSAdminTeam@mercercor.com)**

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## Section 2. Life event

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### Section 3. Type and amount of cover

Your request will need to be assessed and accepted by our insurer. If accepted, your cover will commence from the date of acceptance.

You should assess your insurance needs and be aware that any increases will be in addition to your existing level and type of insurance cover held in NGS Super.

#### Life/TPD and IP cover

I would like to apply for additional cover for:

- ☐ Life cover \$  ,    ,
- ☐ TPD cover \$  ,    ,
- ☐ IP cover \$   ,    per month

The maximum amount of additional Life Event cover for Life and TPD is the lesser of 25% of your existing sum insured and \$200,000.

The maximum amount of additional Life Event cover for IP is the lesser of 25% of your existing sum insured and \$2,500 per month.

### Section 4. Short form personal statement

**Please note** you have a duty to disclose all relevant information. Failing to provide the insurer with full and accurate information could result in your insurance cover being cancelled and any claim for benefit could be denied, so it is vital you answer all questions fully and accurately.

**Please note**, if you answer 'False' to any of the statements 1 through to 5 below, you will **not be eligible to receive increased cover for a Life Event** using this application form. You will continue to maintain any existing cover you may have with NGS Super. You can apply to increase your cover by completing an **Insurance variation increase cover form**.

#### I confirm the following:

- 1 I am currently able to perform all of the normal duties of my usual occupation for at least 30 hours per week without any restriction (even if I am not employed to work 30 hours per week). True ☐ False ☐
- 2 I do not currently suffer and I have not been diagnosed with an injury or illness that may cause me to be permanently unable to perform my usual occupation in the next two years. True ☐ False ☐
- 3 I have not been diagnosed with an injury or illness that is likely to reduce my life expectancy to less than 24 months. True ☐ False ☐
- 4 I have never made a claim in the 10 years immediately preceding the date of this application and I am not currently intending to make a claim for an illness or injury from the following:
  - a. worker's compensation
  - b. government benefits (such as sickness benefit, invalidity pension)
  - c. motor accident scheme
  - d. superannuation fund
  - e. life insurance policies.
 True ☐ False ☐
- 5 I have not within the last 12 months been absent from my usual occupation (employed or unemployed) for more than 10 consecutive days due to an injury or illness. True ☐ False ☐
- 6 I have had an application for life, terminal illness, total and permanent disablement or income protection cover, declined, or offered to me on non-standard terms (e.g. premium loading and/or exclusion) whether accepted by me or not. True ☐ False ☐

If 'True' to question 6, please provide a copy of the advice you received from the former fund or individual insurer advising you of the decision including details of any applicable loadings, exclusions, restrictions and/or limitations.

## Section 5. Inactive Account Election to maintain your cover

If you have insurance cover in your NGS account and your account becomes **Inactive** for a continuous period of 16 months, your cover will be cancelled unless you have elected to keep it. You must make an election before your account becomes **Inactive**. Generally, an account is **Inactive** where we have not received a contribution or rollover for a period of 16 continuous months.

To maintain your insurance cover and prevent it from being cancelled, simply complete this section.

☐ I confirm that I wish to maintain my insurance cover even when my account is **Inactive** unless I notify you otherwise in writing, or my cover ceases due to the terms and conditions of the NGS Super insurance policy.

By submitting this election, I acknowledge:

- I have read and understood the **Insurance Guide** (and/or the **Insurance Transition guide for ex-QIEC Super members**) relating to the cover I am electing to keep and my decision to opt-in to keep this cover is based on my understanding of the relevant guide;
- I understand that the insurance cover will only be provided on the terms and conditions set out in the relevant insurance **Policy** as agreed between NGS Super and TAL Life Limited and
- I understand I can at any time apply to decrease or cancel my insurance cover by completing the **Insurance reduction or cancellation form** available at [ngssuper.com.au/forms](http://ngssuper.com.au/forms)

## Section 6. Declaration and signature

### I acknowledge that

- I have read and understood my duty to take reasonable care.
- The information provided here is true and complete and I agree that this Declaration shall be held to form part of the application for insurance.
- I understand that the insurance cover will only be provided on the terms and conditions set out in the contract of insurance as agreed between NGS Super and TAL Life Limited.
- I agree to TAL's collection, use and disclosure of my personal information provided in this application.
- I have read and understood the insurance information contained in the current **Product Disclosure Statement** and **Insurance Guide**.

Signature

X

Date

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Please return your completed form together with any supporting documents to:

**NGS Super**  
**GPO Box 4303**  
**MELBOURNE VIC 3001**

or email to [NGSAdminTeam@mercerc.com](mailto:NGSAdminTeam@mercerc.com)

**Please note** you will need to attach a photocopy of the relevant document(s) confirming the occurrence of the Life Event.

## Attachments

The table below outlines the documents you need to attach to this application confirming the Life Event.

Type of Life Event	Evidence Required
Marriage	For legal marriages: <ul style="list-style-type: none"> <li>· Australian marriage certificate or an equivalent overseas marriage certificate recognised in Australia</li> </ul> For de facto/domestic relationships: <ul style="list-style-type: none"> <li>· Written cohabitation or personal or domestic relationship agreement</li> </ul>
Birth of a child	Birth certificate
Adoption of a child	Order effecting an adoption; or An entry in a public official record of the adoption of a child
Divorce or separation of a de-facto relationship	Decree nisi/Statutory declaration (for de facto relationship)
Your mortgage on the initial purchase of your primary residence (not including refinancing or effecting a mortgage on an investment property)	All of the following: <ul style="list-style-type: none"> <li>· any loan documents including loan application and credit contract; and</li> <li>· stamped front page of the contract of sale</li> </ul>
Death of a spouse/de facto partner	Death certificate
Child's first day at primary or secondary school	Enrolment documentation
Increase in salary	Letter from employer confirming salary increase and effective date
First becoming eligible for Centrelink carer's allowance	Advice from Centrelink
Milestone birthday (age 30, 40 and 50)	Certified copy of: <ul style="list-style-type: none"> <li>· birth certificate, or</li> <li>· drivers licence, or</li> <li>· passport</li> </ul>
10 years of continuous membership in NGS Super	No evidence required. The Fund will confirm your eligibility

## Privacy Collection Statement

NGS Super Pty Limited ABN 46 003 491 487 of **Level 4, 14 Martin Place Sydney NSW 2000** collects personal information from you (or from third parties such as your employer or another super fund) to manage your NGS Super account, keep you informed, improve our products and services or take action on a matter you have contacted us about. If we don't have your personal information, we may not be able to perform these services. We may be authorised to collect your personal information by certain laws, including laws relating to superannuation, taxation and anti-money laundering/counter-terrorism financing.

We disclose personal information as required to manage the Fund, to service providers (including our administrator, our insurer and professional advisers), employers or parties required by law. Personal information may be accessed by service providers overseas, most likely by our administrator's processing centre in India. For any other offshore locations, details of how to access and change your personal information and the privacy complaints process, go to [ngssuper.com/pcs](https://ngssuper.com/pcs) and [ngssuper.com/privacy](https://ngssuper.com/privacy) or call us on **1300 133 177**.