

# Application to convert between unitised and fixed cover form

EMPLOYER SPONSORED MEMBERS ONLY (AS APPLICABLE)\*

Please ensure that you have read all the details regarding this option in legalsuper's *Superannuation Product Disclosure Statement (PDS)* and *Employer Sponsored Super & Personal Super Additional Information* document before completing this form. The instructions you provide in this form override any previous instructions you have given to legalsuper.

Please use **BLOCK letters and black ink** when completing this form.

\* Please note that the whole or only parts of this form may not be applicable to you if your employer entered into a separate Death, Total and Permanent Disablement (TPD) and/or Salary Continuance insurance arrangement with the Trustee. We will let you know if separate insurance arrangements apply to you and provide you with a copy of your employer's *Insurance Guide*. You should read your employer's *Insurance Guide* to determine if this whole form or only parts of it are not applicable to you.

Return this completed form to:

legalsuper  
Locked Bag 5081  
Parramatta NSW 2124  
Phone: 1800 060 312

## When to use this form

Please complete this form if you are an Employer-Sponsored insured member of legalsuper who wishes to convert your current level of:

- unitised Death only or Death and Total and Permanent Disablement (TPD) cover to a fixed level of cover; or
- fixed Death only or Death and TPD cover to age-based unitised cover.

You can only apply to convert your cover if you are:

- an insured member who is an Employer-sponsored member; and
- converting all your fixed cover to unitised cover, or vice versa (i.e. you can not have a combination of both unitised and fixed cover); and
- converting to fixed cover, and are aged less than 80 years (for Death only) and less than 70 years (for Death and TPD).

If you convert your cover from fixed to unitised, your cover will be rounded up to the next unit. For details on how your converted cover is calculated and the insurance fee that will apply, please refer to the legalsuper PDS and *Employer Sponsored Super & Personal Super Additional Information* document in respect to the Employer-sponsored member, available at [legalsuper.com.au](http://legalsuper.com.au)

## What is the difference between fixed cover and unitised cover?

If your cover is fixed Death or Death and TPD cover, it means that the amount of your cover remains the same irrespective of changes in your age, but the insurance fee will increase on each birthday.

If your cover is unitised Death or Death and TPD cover, it means that your insured benefit is based on a number of units, where one unit represents a set amount which depends on how old you are. The cost of unitised cover is the same each year, but the value provided by each unit decreases as you age.

## 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. To meet this duty, you 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 the insurer later investigates whether the information given to them was true. For example, they may do this when a claim is made.

### About this application

When you apply for life insurance, the insurer conducts a process called underwriting. It's how they decide whether they can provide cover, and if so on what terms and at what cost.

The insurer will ask questions they need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to them in response to their questions is vital to their decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, we may pass on to the insurer personal information you provide to them. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to us.

### Guidance for answering our questions

You are responsible for the information you provide to the insurer. When answering our questions, you 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 the insurer 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).

### Changes before your cover starts

Before your cover starts, please tell the insurer about any changes that mean you would now answer our questions differently. It could save time if you let them know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

### Notifying the insurer

If, after the cover starts, you think you may not have met your duty, please tell us immediately and the insurer let you know whether it has any impact on the cover.

### Telephone contact

After you submit your application, the insurer 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 them.

### If you need help

It's important that you understand this information and the questions the insurer asks. Ask us 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 the insurer. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put the insurer in the position they would have been in if the duty had been met.

For example, the insurer 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 you 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 the insurer would have done if the duty had been met - for example, whether they 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 they exercise any of these remedies, the insurer will explain their reasons, how to respond and provide further information, and what you can do if you disagree.

**The questions that you answer in section 1. of this form must be answered on the same day that you sign and date this form. This form will not be accepted if it is unsigned and undated.**

## 1. Screening Questions

**If you answer YES to any of these Screening Questions you cannot proceed with this application and will need to apply for cover by completing the Personal Statement, available online at [legalsuper.com.au/forms](https://legalsuper.com.au/forms)**

**IMPORTANT:** Your responses to the questions below will be checked at the time you make a claim. Therefore, you must answer all questions truthfully and accurately. If you don't, any insurance cover you receive under this application may later be reduced or refused. Please read the information on the duty to take reasonable care not to make a misrepresentation in this form.

- Other than for cold, flu, minor upper respiratory tract infection or minor headache:
  - Are you now off work due to illness or injury?  Yes  No
  - Have you been absent from work for 7 consecutive calendar days in the last 12 months due to illness or injury?  Yes  No
- Have you been diagnosed with a medical condition that is expected to reduce your life expectancy to less than 24 months from today?  Yes  No
- Have you ever had an application for life, trauma or disability insurance declined, deferred, accepted with a premium loading (other than for smoking) or issued with a restriction or exclusion?  Yes  No
- Other than for cold, flu, minor upper respiratory tract infection or minor headache, do you have a medical condition for which you take or have been advised to take medication or undergo any other form of medical treatment?  Yes  No
  - Are you currently under investigation or been advised to undergo investigations for any medical condition or symptom?  Yes  No
- Are you currently prevented from performing all the usual duties of your occupation on a full-time basis of at least 30 hours per week due to illness or injury? (even if you are currently working less than 30 hours per week for non-medical reasons)  Yes  No
- Have you ever made or are you entitled to make a claim for:
  - Any TPD benefit from any source, or  Yes  No
  - Other than any TPD claim disclosed in question 6a, any type of sickness, accident or disability benefit(s), Workers' Compensation or any other form of compensation (including Centrelink payments) due to illness or injury?  Yes  No

## 2. Membership details

legalsuper Membership Number (if known)

Mr  Mrs  Ms  Miss  Dr  Justice

Gender

Male  Female

Surname

Given Names

Date of birth (dd/mm/yyyy)

Postal Address



Town or Suburb

State

Postcode

Telephone number

Mobile number

Email



Occupation

Judge  Barrister  Solicitor/Lawyer

Management Staff  Administration/Support Staff

Other (please specify)



## 3. Type of cover conversion

Select which of the options applies to you:

My existing cover is unitised and I wish to switch the entire amount of my cover to fixed cover. I understand my unitised cover will be converted to an equivalent amount of fixed cover, rounded up to the next \$10,000 of cover.

OR

My existing cover is Fixed Cover and I wish to switch the entire amount of my fixed cover to unitised cover. I understand my fixed cover will be converted to an equivalent amount of units rounded up to the next whole unit.

#### 4. Declaration and signature

- The answers that I have provided to all questions in this application are true and correct (including those not in my own handwriting).
- I have read and understood my duty to take reasonable care not to make a misrepresentation and the consequences of not meeting the legal duty and answering all questions truthfully and completely.
- I understand that the change to my insurance will not become effective until Zurich Australia Limited (Zurich) has accepted my application in writing.
- I have read and understand the insurance information contained in the most recent version of legalsuper's *Superannuation Product Disclosure Statement, Employer Sponsored Super & Personal Super Additional Information* document (both available online at [legalsuper.com.au/pds](https://legalsuper.com.au/pds)) and, if applicable to me, the *Insurance Guide* related to my employer's insurance arrangements with the Trustee.
- I consent to Zurich collecting, using, storing and disclosing my personal information (including health and other sensitive information) to assess and process my application, as well as to manage and administer my insurance in accordance with the Zurich Privacy Policy which is available at Zurich's website [zurich.com.au/important-information/privacy](https://zurich.com.au/important-information/privacy) or by calling Customer Services on 133 667.

The parties to whom Zurich may routinely disclose the information include: the policy owner and the policy owner's administration services provider; any related company of Zurich Limited; any agent, contractor or service provider that helps Zurich carry out its activities; and organisations that assist Zurich to prevent unlawful activity. I understand that some of the recipients of this information may be located outside of Australia and may not be established in or do not carry on business in Australia. Zurich's Privacy Policy contains information about where these overseas recipients are located and also details: how I can access and correct my information; how I can raise concerns about privacy breaches; and how Zurich will deal with these matters.

- If I give Zurich information about someone else, I will inform them of the contents of this authorisation so they understand how their information may be used and disclosed.
- I understand that changes to insurance fees will apply and insurance deductions from my account will be adjusted.
- 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 Zurich.

Member's signature

Date (dd/mm/yyyy)

Please send the original of this form to:

**legalsuper**  
**Locked Bag 5081**  
**Parramatta NSW 2124**

The Group Life Insurance Policy and Group Income Protection Policy are issued by Zurich Australia Limited (ABN 92 000 010 195) AFSL (232510), to Legal Super Pty Ltd as policy owner.