
THE 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; and
- 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.

IMPORTANT NOTES

A Five-year Pre-existing Condition Exclusion applies to the Basic Cover provided to members who join the Accumulation Scheme.

In many cases, the Five-year Pre-existing Condition Exclusion will apply for the first 12 months of cover and will be removed when you are At Work for at least 60 consecutive days provided the 60th occurs at least 12 months after your cover commenced.

For more information about the Five-year Pre-existing Condition Exclusion, please refer to the 'Insurance in your super' Fact Sheet, available at activesuper.com.au/PDS

2. ELIGIBILITY QUESTIONS

At the date of this application:

1. Are you:
 - a. unemployed; or
 - b. unable to do all the duties of your usual occupation without any limitation on a full-time basis (at least 30 hours per week), even if you are working full-time, part-time or casually; or
 - c. in your usual occupation but your duties have changed or been modified in the last 12 months, because of an illness, accident or injury?

Yes No

2. Have you:
 - a. in the last 12 months, been away from work for more than 10 working days in a row because you were ill or injured; or
 - b. been advised by or discussed with your medical practitioner that because of an illness or injury you'll need to take at least 10 working days in a row off work (regardless if diagnosed) in the next 12 months?

Yes No

3. Have you been diagnosed with an illness or injury that reduces your life expectancy to less than 24 months?

Yes No

4. Have you ever been declined Death, Total and Permanent Disablement or Income Protection cover, offered insurance cover on non standard terms (e.g. premium loading and / or exclusion) whether accepted by you or not, or been excluded from insurance cover for a specific medical condition or injury?

Yes No

5. Have you ever made or satisfied the requirements to make a claim for an injury or illness either in Australia or overseas through:
 - a. Active Super or another super fund;
 - b. Workers' Compensation;
 - c. Government benefits (such as sickness benefit, invalid pension); or
 - d. An insurance Policy that provides Terminal Illness, Total and Permanent Disablement cover, or Income Protection (including accident or illness) cover?

Yes No

IMPORTANT

Please ensure you have read the Duty to take Reasonable Care on page 2 prior to making your declaration.

3. YOUR DECLARATION

I acknowledge that I have read the Duty to take Reasonable Care on page 2 and I am aware of the consequences of non-disclosure. I understand that this duty also applies until formal notification of acceptance.

I hereby declare that the above statements and answers are correct and true and I acknowledge responsibility for their completeness and accuracy whether the answers have been written by me or by any person on my behalf. I also declare that I have read and understood the PDS and the *Insurance in your super* Fact Sheet.

I have read the Privacy Collection Statement and understand how Active Super will use the personal information provided on this form.

Name

Signed

Date (DD MM YY)

SEND YOUR COMPLETED FORM BACK TO US AT:

Mail Active Super, PO Box N835, Grosvenor Place NSW 1220

Email admin@activesuper.com.au

Privacy Collection Statement

The information provided on this form is collected by LGSS Pty Limited (ABN 68 078 003 497) as Trustee for Local Government Super (ABN 28 901 371 321) ('Active Super') for the purposes of administering accounts and providing services to you associated with fund membership. If you do not provide the requested information, Active Super may not be able to perform these services. Your personal information may be shared with our administrator, other superannuation trustees and other service providers, in order to be able to provide our services to you. We may provide information to government, regulatory or other bodies if required by law. For further information about how we manage and protect personal information, please refer to our privacy policy available at activesuper.com.au/privacy-policy or by calling us on 1300 547 873. It sets out how we use the information we hold about you, how you can access and correct the information, how you may complain about a breach of privacy and our process for resolving privacy related enquiries and complaints.

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