

## Transfer your insurance

### About this form

This form is for members of Spirit Super who wish to transfer their existing death cover, total and permanent disablement or income protection held with another superannuation fund to Spirit Super.

**Note:** We suggest you should not cancel any existing cover until your new application is accepted. Once accepted, your transferred cover will not commence until Spirit Super has received the rollover of your entire account balance from your previous fund.

You will be required to provide documentary evidence of your existing insurance cover that you wish to transfer, including details of any exclusions or loadings that were applicable. Examples of documentary evidence include:

- Your last member statement (within 6 months of it being issued)
- Letter or email from your current super provider confirming the details listed above
- A current print-out of your online member account

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- MetLife will be treating this contract as a 'consumer insurance contract'.
  - Please answer all the questions accurately and provide additional information wherever requested.
  - The person to be insured must complete this application and initial any changes.
  - As part of your application, you may be required to undergo additional medical tests.
  - As part of the overall assessment process MetLife will contact you if further information is required.

### Eligibility criteria

To be eligible to transfer cover you must:

- be under 65 years of age or under 60 years of age if you have a defined benefit account with Spirit Super
- complete all sections of this form and satisfy the eligibility check
- include appropriate evidence of the insurance you are transferring which must be issued by the other fund within the last 6 months
- roll-over the entire account balance from the fund you are transferring from to Spirit Super
- have enough balance in your Spirit Super account to pay the first premium when it is due.

There are limitations on what can be transferred to Spirit Super.

- The maximum amount of cover that can be transferred for income protection is **\$15,000 per month** or **\$20,000 per month** if you have a defined benefit account with Spirit Super;
- The amount of cover that can be transferred will be limited such that the transferred cover, together with any cover already held with Spirit Super, cannot exceed **\$2,000,000** for death cover or total and permanent disablement cover;
- Any individual exclusions, restrictions or premium loadings which applied to the cover with your previous fund will apply to the cover you transfer to Spirit Super;
- Where the waiting period that applies under the fund you are transferring from cannot be matched with Spirit Super, the next longest waiting period available under this policy will apply;
- Where the benefit period that applies under the fund you are transferring from cannot be matched with Spirit Super, the next shortest benefit period available under this policy will apply;
- Death cover cannot be transferred if it has a premium loading of more than 200%;
- Total and permanent disablement or income protection cover cannot be transferred if either are subject to:
  - a loading of more than 150%,
  - more than 3 exclusions, or
  - a combination of loadings and exclusions where that combination is more than a loading of 150% (where each exclusion is equivalent to a 50% loading).

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## Privacy - Use and disclosure of personal information

### Your privacy with MetLife Insurance Limited ABN 75 004 274 882 AFSL 238096 ('MetLife' or the 'Insurer')

The personal information you provide in the form is necessary for MetLife to provide you with the products and services you have requested from MetLife. You do not have to provide MetLife with your personal information, but if you do not do so MetLife may not be able to provide you with the products or services. MetLife complies with the Privacy Act 1988 and the principles laid out in its Privacy Policy which details information about the entities that MetLife usually discloses personal information to (including overseas recipients), how you may access or seek correction of your personal information, how we manage that information and our complaints process. MetLife's Privacy Policy is readily available and can be viewed at [www.metlife.com.au/privacy](http://www.metlife.com.au/privacy).

### Your privacy as a member of Spirit Super

The information you provide in this form is collected and held by Spirit Super to administer your insurance within your Spirit Super account. If you don't provide the requested information, Spirit Super may be unable to properly administer your insurance. Your personal and sensitive information will only be disclosed to Spirit Super staff as required, MetLife Insurance Limited, our legal or other professional advisors if reasonably necessary and where required to by law.

The Spirit Super Privacy policy provides information about overseas disclosure of personal information, how you may access and seek correction of your personal and sensitive information as well as how you can make a complaint about a breach of the Australian Privacy Principles or the Privacy Act 1988. You can access the Spirit Super Privacy policy at [spiritsuper.com.au/privacy](http://spiritsuper.com.au/privacy).

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## Duty to take reasonable care not to make a misrepresentation - Important information before commencing this application

There is a duty to take reasonable care not to make a misrepresentation when applying for insurance. Before answering the questions in this application form it is important that the person answering the questions carefully reads the 'Duty to take reasonable care not to make a misrepresentation' section on page 4 - 5 of this form which explains the duty, the consequences of not complying with the duty, and guidance for answering the questions. If the duty is not complied with, MetLife may be able to avoid or change cover; this means a benefit may not be able to be claimed or the amount we pay may be reduced.

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### Section 1. Member details

			Spirit Super member number	
Title	Given name(s)		Surname	
Residential address		Suburb	State	Postcode
Postal address (if different to above)		Suburb	State	Postcode
Date of birth (dd/mm/yyyy)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Email address		
Preferred contact number	Preferred time of contact <input type="checkbox"/> Morning (9am-12pm) <input type="checkbox"/> Afternoon (12pm-6pm) <input type="checkbox"/> Any time			

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### Section 2. Occupation rating

- Are the duties of your regular occupation limited to professional, managerial, administrative, clerical, secretarial or similar 'white collar' tasks which do not involve manual work or teaching, and you don't spend more than 20% of your working time outside the office environment (excluding travel time from one office environment to another)?  Yes  No
  - What is your annual income before tax?  
*Note: If you are self-employed this means income after business expenses but before tax.* \$
  - Do you:
    - hold a tertiary qualification or are you a registered member of a professional institute or governing body in relation to your profession?  Yes  No
    - or**
    - work in a management role?  Yes  No
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**Section 3. Details of cover being transferred**

4. Name of previous Super Fund	Member number
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5. What cover would you like to transfer?

Death cover: \$ \_\_\_\_\_
  Total and permanent disablement: \$ \_\_\_\_\_

Income protection: \$ \_\_\_\_\_

a) Income Protection waiting period:

14 days
  30 days
  45 days
  60 days
  90 days

b) Income Protection benefit period:

2 years
  5 years
  10 years
  age 65
  other \_\_\_\_\_

**Section 4. Eligibility check\***

- 6. Do you have any illness or injury that prevents you from performing any of the duties of your usual occupation in a full-time capacity (even if you are not currently employed on a full-time basis)?  Yes  No

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- 7. Have you ever claimed, or are you considering claiming, any sickness, accident, disability or life insurance benefits, worker's compensation, or any other benefits for illness or injury?  Yes  No

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- 8. In the last 12 months have you had any illness or injury that:
  - a) caused you to take time off work for more than 10 consecutive working days, or  Yes  No
  - b) required modification to your normal working hours or duties?  Yes  No

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- 9. Have you been diagnosed with an illness that, in the opinion of a medical professional, reduces your life expectancy to less than 24 months?  Yes  No

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- 10. Are you considering seeking any medical advice or treatment for any illness or injury that:
  - a) you have not already consulted a medical professional for, or  Yes  No
  - b) appears to be getting worse?  Yes  No

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- 11. Has an application for Life, Trauma, Total & Permanent Disability (TPD), Income Protection (IP) or Disability Insurance on your life ever been declined or deferred?  Yes  No

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- 12. Was your previous cover accepted with any premium loadings, exclusions or any other special terms or conditions?  Yes  No

If you answered Yes to question 12, please provide details below.

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\*Note: If you answer Yes to any of the questions 6 to 11 above, you will not be eligible to transfer your existing insurance to Spirit Super. Please call 1800 005 166 for details.

## Section 5. Information from the Insurer (MetLife) - The duty to take reasonable care not to make a misrepresentation

When you apply for life insurance, we will ask you a number of questions.

Our questions will be clear and specific. They will be about things such as your health and medical history, occupation, income, lifestyle, pastimes, and other insurance.

The answers given in response to our questions are very important. We use them to decide if we can provide cover to you and, if we can, the terms of the cover and the premium we will charge.

**Care must be taken to answer all questions we ask as part of your insurance application honestly and accurately.**

**Otherwise, you may not be able to rely on your insurance when it's needed the most.**

### The duty to take reasonable care

When applying for insurance, there is a duty to take reasonable care not to make a misrepresentation.

A misrepresentation could be made if an answer is given that is false, only partially true, or that does not fairly reflect the truth. This means when answering our questions, you should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies any time you answer our questions as part of an initial application for insurance, an application to extend or make changes to existing insurance, or an application to reinstate insurance.

You are responsible for all answers given, even if someone assists you with your application.

We may later investigate the answers given in your application, including at the time of a claim.

### Consequences of not complying with the duty

If there is a failure to comply with the duty to take reasonable care not to make a misrepresentation, it can have serious consequences for your insurance, such as those explained below:

Potential consequences	Additional explanation	Impact on claims
Your cover being avoided	This means your cover will be treated as if it never existed	Any claim that has been made will not be payable
The amount of your cover being changed	Your cover level could be reduced	If a claim has been made, a lower benefit may be payable
The terms of your cover being changed	We could, for example, add an exclusion to your cover meaning claims for certain events will not be payable	If a claim has been made for an event that is now excluded, it will not be payable

If we believe there has been a breach of the duty to take reasonable care not to make a misrepresentation, we will let you know our reasons and the information we rely on and give you an opportunity to provide an explanation.

In determining if there has been a breach of the duty, we will consider all relevant circumstances.

The rights we have if there has been a failure to comply with the duty will depend on factors such as what we would have done had a misrepresentation not been made during your application process and whether or not the misrepresentation was fraudulently made.

If we decide to take some action on your cover, we will advise you of our decision and the process to have this reviewed or make a complaint if you disagree with our decision.

### Guidance for answering our questions

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 that we ask you.
- Do not assume that we will contact your doctor for any medical information.
- Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it or check with us.
- Review your application carefully. If someone else helped prepare your application (for example, your adviser), please check every answer (and make corrections if needed) before the application is submitted.

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## Section 5. Information from the Insurer (MetLife) - The duty to take reasonable care not to make a misrepresentation (continued)

### Other important information

Your application for cover will be treated as if you are applying for an individual 'consumer insurance contract'. For this reason, the duty to take reasonable care not to make a misrepresentation applies.

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.

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

*It's important that you understand this information and the questions we ask, so if you have any queries please contact the fund on **1800 005 166** Monday to Friday 8am - 7pm AEST/AEDT.*

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## Section 6. Declaration

- I have read the insurance section of the current Spirit Super Member guide (Product Disclosure Statement) and the Spirit Super Insurance guide.
- I have read and understood the Privacy Disclosure Statement entitled 'Privacy - Use and Disclosure of personal information'. I consent to the collection, use and disclosure of my personal (including sensitive) information in accordance with these terms.
- I have read and understand the Duty to take reasonable care not to make a misrepresentation on page 4 - 5 and understand that this duty applies any time I answer MetLife's questions as part of an application for insurance.
- My answers to the questions are true, complete and accurate, and I have not deliberately withheld any information relevant to this application.
- I acknowledge that if MetLife accepts the transfer of my existing insurance cover, it is doing so on the basis that I complied with the duty of disclosure or the duty to take reasonable care not to make a misrepresentation (as applicable) when I applied for my existing cover.
- I understand that the transferred cover may be treated as having not commenced with MetLife if I did not comply with the duty of disclosure or duty to take reasonable care not to make a misrepresentation (as applicable) when applying for the existing cover.
- If I do not provide all of the information required from me or I refuse to consent to MetLife obtaining that information, I understand that my application will not be assessed.
- I understand that the changes to my insurance cover will not become effective until MetLife has accepted my application in writing.
- I understand that my insurance cover will be provided in accordance with the group insurance policies between Spirit Super and MetLife which may change from time to time without my consent.
- I understand my Spirit Super account must have adequate funds to meet the premiums payable at all times and that increases or changes to my insurance premiums may apply.
- If my application is accepted, I understand that all of my death and total and permanent disablement cover will become fixed.
- If I have chosen fixed total and permanent disablement cover, I understand that this cover will reduce annually by equal amounts from my 61st birthday until it reaches zero on my 70th birthday.

### Cover in my former super fund

When MetLife notifies me that it has accepted this application to transfer cover from another super fund, I will promptly:

- cancel the cover under my other fund. I will not exercise a continuation option, reinstate the cancelled cover or transfer that cover to any super fund other than Spirit Super, and
- transfer my entire account balance from my other super fund if I have not already done so.

Should it become apparent to MetLife that I have not undertaken the requirements that I have agreed to above, then the cover transferred to my Spirit Super account may be treated as not having started.

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## Section 6. Declaration (continued)

### Election

I understand that if my Spirit Super account has not received any contributions or other amounts for a continuous period of 16 months (inactive), superannuation legislation will prohibit Spirit Super from providing me with insurance cover unless I make an appropriate election (election).

- I understand Spirit Super will not be permitted to provide insurance cover, if my superannuation account has not had a minimum balance of at least \$6,000 (low balance) and/or I am under 25 years of age, unless I make an appropriate election (election).
- I direct Spirit Super to accept this application as an election to be provided with insurance cover even if my account is inactive, has a low balance or I am under 25 years of age.
- I understand this election will apply to all insurance cover through my account, including any cover for death, total and permanent disablement and income protection that I already hold in my account and that I am applying for by this application.
- I understand this election will continue to apply to my insurance cover, unless and until it is withdrawn by me in writing. I understand that I can withdraw my election at any time.
- I also understand that I can, at any future time, decrease or cancel my insurance cover by contacting Spirit Super.

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### Signature

Signature of applicant

Date (dd/mm/yyyy)



Full name

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**Please return the completed form to**

Spirit Super, GPO Box 1547, Hobart TAS 7001 or email [info@spiritsuper.com.au](mailto:info@spiritsuper.com.au)

For assistance with the completion of the form, please contact us on **1800 005 166**

Monday to Friday 8am - 7pm AEST/AEDT.

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