



# Fix your Death and Total and Permanent Disablement cover

## MLC MasterKey Personal Super

Use this form to fix your Death or Death and Total and Permanent Disablement (TPD) cover in super.

Simply complete your details, read the explanatory detail and then sign and date the form.

If you'd prefer to complete this form online, visit [mlc.com.au/fixyourcover](http://mlc.com.au/fixyourcover) and then log in to the secure member area using your customer number and password.

You can send a photo or scan of this completed form to [contactmlc@mlc.com.au](mailto:contactmlc@mlc.com.au) or you can post it to:

MLC  
PO Box 200  
North Sydney, NSW 2059

If you have any questions, please contact us on **132 652** Monday to Friday between 8am and 6pm (AEST/AEDT).

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### Complete your details

Account number

Date of birth (DD/MM/YYYY)

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Full name

Phone number

Email address

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### Provide evidence of health

1. Are you restricted, due to illness or injury, from performing the usual duties and hours of your current and normal occupation?  
 Yes  No
2. Are you currently disabled and unable to perform any of your pre-disability duties?  
 Yes  No
3. Do you have a current claim, or do you intend to make a claim for any life, disability or trauma insurance, workers compensation, social security or veteran affairs?  
 Yes  No
4. Have you been diagnosed with any illness that reduces your life expectancy to less than 12 months from today?  
 Yes  No

If you answered 'Yes' to any of the questions above, you're not eligible to fix your cover.

## Duty to take reasonable care

### About this application

When you apply for life insurance cover, the Insurer conducts a process called underwriting. It's how the Insurer decides whether they can cover you, 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 your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance cover. The information you give the Insurer in response to the Insurer's questions is vital to the Insurer's decision.

### The duty to take reasonable care not to make a misrepresentation

When applying for insurance cover, there is a legal duty to take reasonable care not to make a misrepresentation to the Insurer before the contract of insurance cover 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 cover, and reinstating insurance cover.

### What can the Insurer do if you do not meet your legal duty?

If the person who answers the Insurer's questions does 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). In general these are intended to put the Insurer in the position they would have been in if the duty had been met.

If you do not meet your legal duty, this can have serious impacts on your insurance cover. For example, the Insurer may:

- avoid the insurance cover (treat it as if it never existed);
- vary the amount of the insurance cover; or
- vary the terms of the insurance cover.

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, the Insurer may do this when a claim is made.

Whether the Insurer can exercise one of these remedies depends on a number of factors, including:

- whether the person who answered the Insurer's questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific the Insurer's questions were and how clear the information the Insurer provided on the duty was;
- what the Insurer would have done if the duty had been met – for example, whether the Insurer would have offered insurance cover, and if so, on what terms; whether the misrepresentation was fraudulent; and in some cases, how long it has been since the insurance cover started.

Before the Insurer exercises 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.

### Guidance for answering the Insurer's questions

You are responsible for the information provided to the Insurer. When answering their questions, please:

- Think carefully about each question before you answer. If you're unsure of the meaning of any question, please ask us before you respond.
- Answer every question.
- Answer truthfully, accurately and completely. If you're unsure about whether you should include information, please include it. Don't assume the Insurer will contact your doctor for any medical information.

- 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.

### Changes before your insurance cover starts

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts.

Before your insurance cover starts, the Insurer may ask whether there have been any changes that would cause you to answer the Insurer's questions differently.

### If you need help

It's important that you understand this information and the questions the Insurer asks. Ask us or your adviser for help if you have difficulty understanding the process of buying insurance cover or answering the Insurer's questions.

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. If you want, you can have a support person you trust with you.

It is important that you carefully read and understand the following declaration and acknowledgement before signing it.

Once you have signed, the Trustee and the Insurer intend to rely on the written terms in the declaration and acknowledgements that you give. If you do not understand any of these terms, or if any of these terms do not reflect your understanding of the arrangement, you should contact us before signing and returning this form.

### I declare and acknowledge that:

- The information that I have provided in this form is true and accurate.
- I have read and understand the duty to take reasonable care section;
- I'm choosing to fix my Death and TPD cover and it won't reduce by 5% each year between my 41<sup>st</sup> and 60<sup>th</sup> birthdays.
- If my TPD cover is higher than my Death cover, it will become fixed at the same level as my Death cover.
- From age 61, my TPD cover will reduce by equal amounts each year until it ends at age 65 (or 10% each year if it ends at age 70).
- My insurance premiums will continue to be deducted from my super account to pay for the cost of my insurance and this will reduce my super balance.
- My super account needs to have sufficient funds to pay for the cost of my insurance.
- If my account becomes inactive (inactive means, no contributions or rollovers received into your account for over 16 months) my insurance cover will cease (unless you've provided us with your written election to retain your cover).
- I'll be notified, if I don't have enough funds in my account or my account becomes inactive.
- I can cancel or change my insurance cover at any time.
- I accept any premiums payable in respect of my chosen insurance cover and understand that these premiums will be deducted from my account and may change in the future. The premium rates are set out in the current *Insurance Guide* that forms part of the *Product Disclosure Statement (PDS)* available at [mlc.com.au](http://mlc.com.au) or by calling us on **132 652**.

Your Signature

	Date (DD/MM/YY)					
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## Important information about insurance in super

The insurance cover that's right for you depends on your personal, family and financial circumstances, as well as your income and lifestyle. You can regularly review your insurance cover so that it continually meets your needs, especially as your circumstances may change.

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## What happens after you submit this form?

By returning this form, we'll know that you've chosen to fix your Death and TPD cover at current amount in your super account.

We'll also write to you, confirming we've received your form and provide you with your insurance details.

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## What if you want to make changes or cancel your insurance?

You can apply to change or increase your amount of insurance cover using the *Increase or apply for Insurance cover* form which you can find in the insurance section of our website. To decrease or cancel your insurance cover, contact us on **132 652**.

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## How can I find out more?

You can find out more about insurance in super by visiting [mlc.com.au/superinsurance](https://mlc.com.au/superinsurance)

You might also like to check out our insurance estimator at [mlc.com.au/insurance-estimator](https://mlc.com.au/insurance-estimator) which may help you determine the most appropriate insurance cover for you.

The Australian government website also has more information about super and insurance on [moneysmart.gov.au](https://moneysmart.gov.au)

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## We're here to help

We're committed to helping our members better understand and manage insurance in super. That's why we're on board with the Insurance in Superannuation Voluntary Code of Practice. It's aimed at providing greater transparency for members and consistency of information and processes across the super industry.

### Issued by The Trustee

NULIS Nominees (Australia) Limited  
ABN 80 008 515 633  
AFSL 236465

### The Insurer

Nippon Life Insurance Australia and New Zealand Limited  
ABN 90 000 000 402  
AFSL 230694

### The Fund

MLC Super Fund  
ABN 70 732 426 024

NULIS Nominees (Australia) Limited is part of the Insignia Financial Group of Companies, comprising Insignia Financial Ltd ABN 49 100 103 722 and its related bodies corporate (Insignia Financial Group).