



# 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.

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### Your Duty To Take Reasonable Care Not to Make a Misrepresentation

#### About this application and your duty

When you apply for life insurance, 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 asks 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. The information you give in response to their questions is vital to their decision.

## **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 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. 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 was true. For example, the insurer may do this when a claim is made.

### **Guidance for answering questions**

We, as the trustee, are the policy owner. You are the life insured. A misrepresentation by you, as the life insured, has the effect as though it is a misrepresentation by us as the policy owner.

As the insurance is inside super we obtain this insurance from the insurer in relation to you. In this circumstance, the insurer will rely on the representations made by us and you.

Both you and us, as the trustee of the fund, are responsible for the information provided to the insurer. When answering the questions, the insurer requests that you:

- Think carefully about each question before you answer. If you are unsure of the meaning of any question, please ask us or the insurer 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, an adviser), please check every answer (and if necessary, make any corrections) before the application is submitted.
- You must not assume that the insurer will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

### **Changes before your cover starts**

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

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 the insurer know about any changes when they happen.

### **If you need help**

It's important that you understand this information and the questions the insurer asks. You can ask us, the insurer or an adviser for help if you have difficulty understanding the process of applying for insurance or answering the questions.

If you're having difficulty due to a disability, understanding English or for any other reason, we or the insurer are available 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.

### **What can the Insurer do if the duty is not met?**

If the person who answers the 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). These 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:

- 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 the person who answered the questions took reasonable care 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 the insurer 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 the insurer can exercise any of these remedies, they will explain their reasons, how to respond and provide further information, including what you can do if you disagree. The insurer is required to notify us, as the trustee and policy owner, of these matters.

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

Once you have signed, the Trustee and MLC Limited (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 not to make a misrepresentation;
- 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](http://mlc.com.au/superinsurance)

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

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

### Trustee

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

Navigator Australia Limited  
ABN 70 732 426 024

MLC Investments Limited  
ABN 30 002 641 661  
AFSL 230705

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