

As a member of Bendigo SmartStart Super (the Plan), you may be eligible for a 'Special Offer' to apply to increase your Standard Default Cover (as defined in the Bendigo SmartStart Super Insurance Guide) from 4 units up to a maximum of 6 units. The insurance cover in the Plan is provided by TAL Life Limited ABN 70 050 109 450 (TAL), and this Special Offer is subject to acceptance by TAL.

To take advantage of this Special Offer please complete this form and return it to us within 90 days from the date your Standard Default Cover commenced.

To assist you in completing this application you should refer to the current Bendigo SmartStart Super Insurance Guide (Guide) which is available on our website at [bendigobank.com.au/super](http://bendigobank.com.au/super). *Italicised* terms in this form have the same meaning as the terms defined in the Glossary of terms contained in the Guide.

Please note that conditions apply to this Special Offer as follows:

**Personal division** – If you are a Personal division member a five year *Pre-Existing Condition (PEC)* exclusion will apply to the increased portion of cover from the date the increased cover commences after which you must be in *Active Employment* for 10 consecutive working days in order for the *PEC* exclusion to cease.

**Employer-sponsored division** – If you are an Employer-sponsored division member a *Pre-Existing Condition (PEC)* exclusion will apply to the increased portion of your cover for the first 12 months from the date the increased cover commences. After that, the *PEC* exclusion continues to apply until you have been in *Active Employment* for 10 consecutive days, upon which the *PEC* exclusion will automatically cease.

## Section 1: Your duty to take reasonable care

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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 your 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 your duty had been met – for example, whether it 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 any of these remedies are exercised, the Insurer will explain the reasons for its decision, how to respond and provide further information, and what else 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.

## Section 2: Life Insured Details

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Member Number	<input type="text"/>					
Title	<input type="text"/>	Gender	Female <input type="checkbox"/>	Male <input type="checkbox"/>		
Surname	<input type="text"/>					
Given name(s)	<input type="text"/>					
Date of birth	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	(dd/mm/yyyy)
Postal Address	<input type="text"/>					
Town/Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>	
Your preferred contact number	<input type="text"/>					
Your preferred contact time (business hours)	<input type="text"/>					

## Section 3: Select your units

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Select the total number of units you wish to apply for:

Death Only

5 units

6 units

Death and Total & Permanent Disablement (Death and TPD)

5 units

6 units

To work out the amount of cover per unit you are entitled to, please refer to 'The Cost of your Insurance and Benefits Payable' section in the current Bendigo SmartStart Super Insurance Guide available on our website.

## Step 4: Insurance opt-in election

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We are required to cancel your insurance cover if no contributions have been received into your account for a period of 16 continuous months (inactive), unless you instruct us otherwise in writing.

I elect to maintain insurance cover held in respect of this account in the event my account becomes inactive.

I understand that insurance premiums for the insurance cover I have elected to retain will continue being charged to my account and I can request to cancel my insurance at any time. My cover will continue to be subject to the existing insurance terms and conditions.

## Section 5: Eligibility Questions

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**Note:** If you tick yes to any of the questions below, you are not eligible for this Special Offer under the Plan. However, you can still apply for additional insurance cover by completing an Application for Insurance (including the Personal Health Statement) available on the Plan's website.

1. Please answer one of the following three questions (a) – (c) which applies to your employment status.

a) For an employed person:

(i) Are you, due to illness, accident or injury, currently absent from work, or restricted from or incapable of fully performing, all the duties and work hours of your usual occupation on a full-time basis (for at least 30 hours per week) even though your actual employment may be full-time, part-time or casual?

Yes  No

(ii) Have you been absent from work, due to any illness, accident or injury (excluding the flu or cold) for a total of seven or more days in the last 12 months prior to the date of the application?

Yes  No

b) For an unemployed person whose sole occupation is NOT the performance of unpaid Domestic Duties (as defined in the current Bendigo SmartStart Super Insurance Guide):

(i) Are you, due to illness, accident or injury, currently incapable of fully performing all the duties and work hours of your usual occupation on a full-time basis (for at least 30 hours per week) without any limitation?

Yes  No

(ii) Have you had an illness, accident or injury (excluding the flu or cold) that meant you were incapable of fully performing all the duties and work hours of your usual occupation for a total of seven or more days in the 12 months prior to the date of the application?

Yes  No

c) For an unemployed person whose sole occupation is the performance of unpaid Domestic Duties:

(i) Are you, due to illness, accident or injury, currently incapable of fully performing all of your Domestic Duties without any limitation?

Yes  No

(ii) Have you had an illness, accident or injury (excluding the flu or cold) that meant you were incapable of fully performing all the duties and work hours of your Domestic Duties for a total of seven or more days in the 12 months prior to the date of the application?

Yes  No

2. Have you been diagnosed with, or do you suffer from, an illness that may cause permanent inability to work or reduces or likely to reduce your life expectancy to less than 12 months from the date of this application?

Yes  No

3. Have you ever had an application for death, death and total and permanent disablement or income protection cover declined / deferred or accepted and / or offered with any alternative terms, a premium loading, limitation or exclusion added for insurance including but not limited to pre-existing condition exclusions, or restrictions in regards to medical or other conditions?

Yes  No

4. Have you ever been paid or eligible to be paid, have you ever lodged a claim, or are you entitled to lodge or in the process of lodging a claim, for any illness or injury through a Superannuation Fund, Workers' Compensation, other Government benefits (such as sickness benefit, invalid pension) or any insurance policy providing total and permanent disablement, terminal illness or income protection, or, accident or sickness cover?

Yes  No

## Section 6: Privacy Statement

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### **Bendigo Superannuation Pty Ltd (Bendigo Super)**

Bendigo Super collects, uses, and discloses your personal information (including health and sensitive information) on behalf of TAL so that TAL may assess, verify and process your application and any claim made. If the information requested is not provided, your application for insurance or any insurance claim may not be processed.

In order to manage your insurance cover under the group insurance policies, Bendigo Super and its agents may collect or disclose information relating to you or your application or any claim you may make to TAL, financial advisers, reinsurers, superannuation trustees, past or present medical practitioners, health professionals, hospitals, government department(s) which retain health records or as part of our regulatory requirements, personal accountants, current or former employers, lawyers or claim investigators and other third party service providers.

Bendigo Super's Privacy Policy contains information about how Bendigo Super will handle your personal information.

Some of the organisations we disclose your personal information to may be located overseas. Where an organisation is located overseas we will either take reasonable steps to ensure that it complies with Australian privacy laws or we will seek your consent to the disclosure.

In most cases you can gain access to and seek correction of your personal information. Should you wish to do so, or if you have any queries about your information, please contact us on 1800 033 426.

If you have provided Bendigo Super with information about another person, you undertake to advise them that:

- Bendigo Super collects holds and uses the personal information for the purposes set out in this privacy statement
- their personal information may be disclosed to a third party
- they may access or correct any personal information held about them.

You should read Bendigo Super's privacy policy which contains information about how you can gain access to and seek correction of your personal information, how you can complain about a breach of the privacy laws by Bendigo Super and how Bendigo Super will deal with a complaint. Bendigo Super's privacy policy is available at [bendigosuperannuation.com.au](http://bendigosuperannuation.com.au) or by telephoning 1800 033 426.

### **TAL**

As the insurer, TAL is bound by obligations imposed by current privacy laws including the Australian Privacy Principles.

The way in which TAL, as insurer, collects, uses, secures and discloses your personal information is set out in the TAL Privacy Policy available at [www.tal.com.au/Privacy-Policy](http://www.tal.com.au/Privacy-Policy) or free of charge on request to TAL using the contact details below.

GPO Box 5380  
Sydney NSW 2001  
Telephone: 1300 209 088  
Fax: 1800 300 072  
Email: [customerservice@tal.com.au](mailto:customerservice@tal.com.au)

If you want to know more about TAL's approach to privacy you can contact TAL's Privacy Officer. In addition, the website of the Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au) also contains a great deal of useful information about privacy matters, although TAL is not responsible for the content on that website.

TAL may collect, use or disclose your personal and sensitive information to assess, verify and process an insurance policy application or to process a claim.

Your information may be collected from or disclosed to other entities under current privacy legislation and these may include medical practitioners, health professionals, employers, superannuation trustees and their administrators where relevant, reinsurers, accountants, lawyers and Government departments where authorised or required by law.

## Section 7: Declaration and signature

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I confirm that the below statements are true and correct, and agree to abide by these requirements.

Yes  No

- I acknowledge that I have read the current Bendigo SmartStart Super Product Disclosure Statement (PDS) and the current Bendigo SmartStart Super Insurance Guide.
- I acknowledge and agree that the information contained in the PDS is a summary of the main terms and conditions of the insurance offered under the Plan and I agree that I can access the full terms and conditions governing the insurance arrangements by contacting Bendigo Superannuation's Client Services Team on 1800 033 426
- I acknowledge that I have read the notice explaining my duty to take reasonable care in Section 1 above and understand that this duty also applies until formal notification of acceptance.
- I have read and checked any answers not completed in my handwriting and to the best of my knowledge and belief all the answers to the questions in this application and any supplementary application or personal statement which relate to me are true and complete.
- I acknowledge that I may be asked to complete a Medical Consent Authority to allow collection of health information from my health providers. Failure to complete the consent form may cause TAL to not consider my application or delay my application.
- I have read the Privacy Statement in Section 6 of this application, and consent to my personal information (including health and sensitive information) being collected, used or disclosed by Bendigo Superannuation's or TAL or its external service providers / contractors as contemplated in this form, including collecting it from, or disclosing it to, any medical practitioner or third party as required to assess, verify or process my application or any claim I may make. This consent applies to any health and sensitive information Bendigo Super or TAL collects on this form or future forms in relation to this insurance.

Signature

Date

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### **Please sign and return this form to:**

Bendigo SmartStart Super  
GPO Box 264  
Melbourne VIC 3001  
Client Services Team: 1800 033 426