

# Limited Cover Conversion Application

**Zurich Australia Limited**  
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118 Mount Street North Sydney NSW 2060

**BUSSQ**  
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Upon joining BUSSQ, eligible members will receive Default Cover for Death and TPD or Death Only insurance. In some cases, this Default Cover is **Limited Cover**. This means that for a minimum period of 24 months after your Default Cover starts you will not be covered for an illness that became apparent, or an injury that occurred, before your Default Cover starts.

## Instructions for completing this form

- Please refer to **Section 1** to know whether you should complete this form.
- Please read all information on this form carefully, including **Section 2** (Important Information), **Section 3** (Your Duty to take reasonable care not to make a misrepresentation) and **Section 7** (Privacy Statement).
- **Section 4** (Screening questions), **Section 5** (Member Details) and **Section 6** (Declaration) must all be completed and must be done so in black or blue ink and in BLOCK CAPITAL letters.
- Please return the completed form to BUSSQ.

## 1. When to use this form

If any or both of the following statements apply to you:

1. You joined BUSSQ more than 4 months after starting employment with a BUSSQ employer\*
2. Your first Superannuation Guarantee (SG) contribution to BUSSQ was received more than 4 months after you started employment with your BUSSQ employer\*,

\*A BUSSQ employer is an employer who has paid Superannuation Guarantee contributions on your behalf to BUSSQ.

then any Default Cover you receive in BUSSQ will be **Limited Cover**. For full details of when Limited Cover applies, please refer to the BUSSQ Product Disclosure Statement and Insurance Handbook.

You can apply to convert **Limited Cover** to **Standard Cover** by completing this application form. If your application for **Standard Cover** is successful, you will be covered for illnesses or injuries irrespective of when they occur or become apparent to you. The Incurred Date of claim must occur on or after your cover with BUSSQ starts.

You will need to be able to truthfully and correctly respond 'No' to each of the 4 screening questions contained in Section 4 of this application form.

## 2. Important information

1. This application relates only to Default Cover issued to eligible members upon joining BUSSQ.
2. This application does not apply if you are transferring cover from another superannuation fund which is Limited Cover or subject to amended terms such as a medical exclusion, a recreational activities exclusion or higher-than-standard premiums (premium loading). Limited Cover transferred into BUSSQ from another superannuation fund cannot be converted into Standard Cover using this application form. Similarly this application form cannot be used to remove any amended terms which apply to cover transferred from another fund into BUSSQ.
3. For important information about insurance cover provided through your BUSSQ membership, you should read and understand the current BUSSQ Product Disclosure Statement that applies to you (either the MySuper Product Disclosure Statement or Premium Choice Product Disclosure statement) and applicable Insurance Handbook, all available online at [www.bussq.com.au](http://www.bussq.com.au)

The information you provide in this form will be treated confidentially, and in accordance with Australian privacy law and the insurer's privacy policy. Please refer to **Section 7** (Privacy) for further information.

### 3. Duty to take reasonable care not to make a misrepresentation

#### **Duty to take reasonable care not to make a misrepresentation**

When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer. To meet this duty, you must also take reasonable care not to make such a misrepresentation.

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**

Not meeting your legal duty 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 we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

#### **About this application**

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can provide cover, and if so on what terms and at what cost.

We will ask questions we need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to us in response to our questions is vital to our decision.

When you apply for insurance benefits through a superannuation fund, or ask to extend or make changes to existing insurance benefits, the fund trustee may pass on to us personal information you provide to them. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to the fund trustee.

#### **Guidance for answering our questions**

You are responsible for the information you provide to us. When answering our questions, you should:

- think carefully about each question before answering. 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.

Please don't assume we will ask others such as your doctor.

- review your application carefully. If someone else helped prepare your application, please check every answer (and if necessary, make any corrections).

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

Before your cover starts, please tell us about any changes that mean you would now answer our questions differently. It could save time if you let us know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

#### **Notifying the insurer**

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

#### **Telephone contact**

After you submit your application, we may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into also applies during any phone contact with us.

#### **If you need help**

It's important that you understand this information and the questions we ask. Ask us for help if you have difficulty answering our questions or understanding the application process.

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. You can have a support person you trust with you.

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

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put us in the position we would have been in if the duty had been met.

For example, we may do one of the following:

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

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

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

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

## 4. Screening questions

As at the date of signing this application,

1. Are you off work due to injury or illness or restricted from performing any of the usual duties of your occupation due to an injury or illness on a full-time basis of at least 30 hours per week (even if not currently working on a full-time basis for non-medical reasons)? ..... ☐ Yes ☐ No
2. Have you been paid, or are you eligible to be paid, or have you lodged a claim for any type of sickness, accident or disability (including total and permanent disability or terminal illness) benefit(s) from any source such as a life insurer or WorkCover authority? ..... ☐ Yes ☐ No
3. Have you taken more than a total of 7 consecutive days off work over the past 12 months due to illness or injury (other than for cold or flu)? ..... ☐ Yes ☐ No
4. Have you been diagnosed with any illness that reduces your life expectancy to less than 24 months from today? ..... ☐ Yes ☐ No

**If you answered 'Yes' to any of the above questions, you are not eligible to convert your Limited Cover to Standard Cover using this application form.** You may still apply to convert your Limited Cover to Standard Cover by completing a Personal Statement. You will need to provide evidence of your health to the insurer, who will decide whether to accept or decline your application, or to offer cover on amended terms, such as imposing an exclusion or charging a premium loading. Please contact us for a copy of the Personal Statement or download it from [bussq.com.au](http://bussq.com.au)

## 5. Member details

BUSSQ membership number

Title Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr ☐ Other

Surname

Given name(s)

Date of birth  /  /

Residential address

Phone Work  Mobile

Home

Email

☐ I authorise Zurich's underwriting service representative to contact me by phone if further information is required

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Any business day.

Between  am  pm and  am  pm

Are you an Australian citizen or permanent resident of Australia? ..... ☐ Yes ☐ No

If 'No', do you have a working visa? ..... ☐ Yes ☐ No

If 'Yes', please identify the type of working visa?

Occupation

Current employment status ☐ (employed ☐ self-employed ☐ unemployed

## 6. Declaration

I declare that:

- I have read and understood the current BUSSQ Product Disclosure Statement(s) (PDS) and Insurance Handbook.
- I declare that the answers I have provided to all questions in this Limited Cover Conversion Application are true and correct.
- I have read the Privacy Statement at Section 7 of this form (below). (Zurich's Privacy Policy details how we manage personal information. It is available at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy))
- I acknowledge and consent to the collection, use, storage and disclosure of my personal information (including health and other sensitive information) as described in the Privacy Statement on this form (see Section 7).
- I have read and understood my duty to take reasonable care not to make a misrepresentation and the consequences of not meeting the legal duty and answering all questions truthfully and completely.
- I acknowledge that if I do not complete this form correctly or I do not sign and date this Declaration, my application will not be considered by Zurich Australia

Signature  X Date (dd/mm/yyyy)  /  /

## 7. Privacy Statement

In this section 'we', 'us' and 'our' refers to Zurich Australia Limited. 'You' and 'your' refers to policy owners and life insureds.

We collect your personal information (including health and other sensitive information) from you in order to manage and administer our products and services. Without your personal information, we may not be able to process your application or provide you with the products or services you require.

We are committed to ensuring the confidentiality and security of your personal information (including health and other sensitive information).

Our Privacy Policy details how we manage your personal information and is available on request or may be downloaded from [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy)

In order to undertake the management and administration of our products and services, it may be necessary for us to disclose your personal information (including health and other sensitive information) to certain third parties as outlined below.

Unless you consent to such disclosure we will not be able to consider the information you have provided.

### PROVIDING YOUR INFORMATION TO OTHERS

The parties to whom we may routinely disclose your personal information (including health and other sensitive information) include:

- an organisation that assists us to detect and protect against consumer fraud;
- any related company of Zurich Australia Limited which will use the information for the same purposes as Zurich Australia Limited and will act under Zurich's Privacy Policy;
- organisations performing administration and/or compliance functions in relation to the products and services we provide;
- organisations providing medical or other services for the purpose of the assessment of any insurance claim you make with us (such as reinsurers);
- our solicitors or legal representatives;
- organisations maintaining our information technology systems;
- organisations providing mailing and printing services;
- persons who act on your behalf (such as your agent or financial adviser);
- the policy owner (or parties acting on behalf of the policy owner);
- regulatory bodies, government agencies, law enforcement bodies and courts;
- our related companies (members of the Zurich Insurance Group Ltd group), including for carrying out any group business functions;
- organisations, including those in alliance with us or our related companies, to distribute, manage and administer our products and services, carry out business functions and analytics activities.

We will also disclose your personal information (including health and other sensitive information) in circumstances where we are required by law to do so. Examples of such laws are:

- the Family Law Act 1975 (Cth) enables certain persons to request information about your interest in a superannuation fund;
- there are disclosure obligations to third parties under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

### INFORMATION REQUIRED BY LAW

Zurich Australia Limited may be required by relevant laws to collect certain information from you. Details of these laws and why they require us to collect this information are contained in our Privacy Policy at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy)

### PRIVACY CONSENT

Where you wish to authorise any other parties to act on your behalf, to receive information and/or undertake transactions please notify us in writing.

If you give us personal information about someone else, you must show them a copy of this document or our Privacy Policy available at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy) so that they may understand the manner in which their personal information may be used or disclosed by us in connection with your dealings with us.

### PRIVACY POLICY

Our Privacy Policy contains information about:

- when we may collect information from a third party;
- how you may access and seek correction of the personal information (including health and other sensitive information) we hold about you; and
- how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

You can contact us about your information or any other privacy matter as follows:

In writing: GPO Box 75  
Sydney NSW 2001  
Email: [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au)

We may charge you a reasonable fee for this.

If any of your personal information is incorrect or has changed, please let us know by contacting Customer Services on 133 667.

More information can be found in our Privacy Policy at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy)

### OVERSEAS RECIPIENTS

We may disclose your personal information (including health and other sensitive information) to recipients (including service providers and related companies) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia.

You can find details about the location of these recipients in our Privacy Policy at [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy)