

# Application to replace insurance

## Information sheet

### When to use this form

Use this form to replace the following insurance you have from another super fund to us:

- death cover
- death and total permanent disablement (TPD) cover
- death and temporary salary continuance (TSC) cover, or
- death and TPD and TSC cover.

### Important information



Submitting an insurance application doesn't guarantee your insurance with AMP will be accepted, so please don't transfer your super account balance, or cancel your existing insurance until you've received confirmation (from the AMP plan insurer) that your replacement cover has been granted.

By replacing your existing insurance cover:

- You agree to move your super account balance to AMP.
- You consent to the Trustee replacing your existing insurance (refer to your **insurance guide** for details on the maximum cover limits). **Note:** Some insurance types aren't available within your AMP plan. Refer to your AMP **welcome letter** for details or contact us on 131 267 and we'll help you.
- You agree to provide us with the latest insurance statement from your other super fund outlining the type and level of insurance you have (includes details of any exclusions and/or loadings).
- Any exclusions or non-standard terms which apply to your existing insurance held with your other super fund will continue to apply under this AMP plan however this is subject to acceptance by the AMP plan insurer.
- Your TPD and TSC cover can't be replaced without your death cover and, your TPD cover can't exceed your death cover.
- The replaced insurance, if accepted, will be in addition to the existing insurance you have under your AMP plan. If the replacement of cover isn't accepted, your level of AMP insurance will remain unchanged.

Please refer to the **risks associated with replacing insurance** section in this information sheet for more information.

### What you need to tell us

#### When you apply for insurance

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

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

##### Your legal duty

When you apply for insurance and up until your application is accepted by the insurer, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which doesn't fairly reflect the truth.

You have the same duty if anything changes, or you remember more information, while the insurer is processing your application.

If you want to change your insurance cover at any time, extend it or reinstate it, you'll also have the same duty to take reasonable care not to make a misrepresentation to the insurer at that time.

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

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

#### If you don't meet your legal duty

If you don't meet your duty to take reasonable care not to make a misrepresentation, 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.

**Note:** There may be circumstances where the insurer later investigates whether the information given to them was true, eg, the insurer may do this when a claim is made.

If there is a failure to comply with the duty to 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 it would've been in if the duty had been met. Therefore, if the person who answers the insurers questions doesn't take reasonable care not to make a misrepresentation, it can have serious consequences for your insurance, such as those explained below:

- The insurer may treat the contract (or your cover) as if it **never existed**.
- The insurer may **reduce the amount you've been insured for**—to reflect the premium you've been paying. There is a link between the premium you pay and your level of cover. If you fail to tell the insurer something, your premiums may have been too low. The insurer may reduce the amount you've been insured for, taking into account the premium you would have had to pay if you'd told them everything you should have. For Death cover the insurer can only reduce the amount you've been insured for within three years of your cover starting.
- The insurer may **vary your cover**—to take into account the information you didn't tell them and put the insurer in the same position as it would've been if you'd told the insurer. Variations could mean, for example, that waiting periods, exclusions or premiums may be different. The insurer can't make variations to Death cover.
- Your total insurance cover forms one insurance contract. If you don't meet your legal duty, the insurer may treat your different types of cover as separate contracts when it takes action to address this.

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

- Whether the person who answered the insurer questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific their questions were and how clear the information they 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 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 exercises any of these remedies, they will let you know their reasons and the information they rely on and give you an opportunity to provide an explanation.

If the insurer decides to exercise one of these remedies, they will advise you of their decision and the process to have this reviewed or make a complaint if you disagree with their decision.

## Guidance for answering our questions

When answering the insurers questions, please:

- Think carefully about each question before you answer. If you're unsure of the meaning of any question, please ask AMP before you respond.
- Answer every question that the insurer asks you.
- Don't assume that AMP or the insurer will contact your doctor for any medical information.
- Answer truthfully, accurately and completely. If you're unsure about whether you should include information, please include it or check with AMP.
- Review your application carefully. If someone else helped prepare your application (e.g., your adviser), please check every answer (and make corrections if needed) before the application is submitted.

## Changes before your cover starts

Before your cover starts, the insurer may ask about any changes that means you would now answer the questions differently. As any changes might require further assessment or investigation, it could save time if you let AMP or the insurer know about any changes when they happen.

## After your cover starts

If, after the cover starts, you think you may not have met your duty, please contact AMP immediately.

## Risks associated with replacing insurance

There are a number of risks associated with replacing your insurance so this process may not be right for you. Some of the risks are listed below.

### Replacement cover may not be available to you

When conducting the underwriting process, the insurer will evaluate whether, and on what terms, they provide insurance to you. It is possible that, as a result of this process, the insurer decides not to provide you with replacement cover.

### Replacement cover may not be available to you on identical terms

Similarly, if the insurer does decide to offer you replacement insurance as a result of the underwriting process, the terms of the cover they offer may not be equivalent to, or more favourable than, the terms of the cover you already hold. For example, your replacement cover may be more expensive, or you may be offered cover under different terms and conditions to those you hold elsewhere. Your replacement cover may define certain key terms or features differently to your previously held insurance. Refer to your replacement insurance pricing quote, the **product disclosure statement (PDS)** and **insurance guide** available at [amp.com.au](http://amp.com.au).

### **You may not be able to regain your existing cover once cancelled**

Once you've cancelled your existing cover and moved your super account balance to us, you may not be able to regain the insurance you held previously. This may be because that kind of cover is no longer available to new clients, or because the insurer decides not to offer it after the underwriting process.

### **You may not be able to claim under your previous policy once you have replaced it**

Once you've replaced your insurance with the cover provided by the AMP plan insurer, you may not be eligible to make a claim under that previously held insurance. Therefore, you should consider whether you need to take any action in respect of any claim (expected, current, or otherwise) before replacing your insurance.

### **Replacing your existing cover may not be what's best for you**

As a result, replacing your existing cover may not be what's best for you. You may not be able to obtain replacement cover on equal or better terms, or at all, and you may not be able to regain your existing cover once replaced.

Before deciding to replace your cover, you should consult your financial adviser (if applicable) and consider how these risks may impact your personal circumstances, financial situation, and needs.

### **What you need to know**

Any advice in this information sheet is provided by N.M. Super and is general in nature only. It doesn't consider your personal goals, financial situation or needs. It's important you consider the appropriateness of any advice and read the relevant **PDS** and target market determination available at **amp.com.au**, before deciding what's right for you. You can contact us on 131 267 or **askamp@amp.com.au** for more information.

You can read our **financial services guide** available at **amp.com.au/amp/financial-services-guide** for information about our services, including the fees and other benefits that AMP companies and their representatives may receive in relation to products and services it provides. You can also ask us for a hard copy.

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Please keep this information sheet for your records—  
don't return it with your completed form(s).

## Application to replace insurance

Use this form to replace the following insurance you have from another super fund to us:

- death cover
- death and total permanent disablement (TPD) cover
- death and temporary salary continuance (TSC) cover, or
- death and TPD and TSC cover.

Please print in CAPITAL LETTERS and place a cross ☒ in any applicable boxes.

### 1. Your AMP account details

Member number

Plan name

### 2. Member details

Title

Date of birth

D	D	M	M	Y	Y	Y	Y
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Surname

Given name(s)

Residential address (a PO Box is not acceptable)

  


Suburb

State

Postcode

Country

Contact phone number

Mobile number

Email address

### Address for communications

☐ Please cross ☒ if same as residential address.

Address

  


Suburb

State

Postcode

### 3. Transferring super fund details

Super fund name

Member account/plan number

Super fund postal address

  


Suburb

State

Postcode

Super fund contact phone number

### 4. Insurance with your transferring super fund

Please select the type and amount of insurance you'd like to replace:

#### Cover type

☐ Death cover

☐ TPD cover

☐ TSC cover

#### Insured amount

\$	<input type="text"/>
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\$	<input type="text"/>
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\$	<input type="text"/>
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1. Are there any exclusions that currently apply to the insurance being replaced?

☐ No ☐ Yes

2. Are there any loadings that currently apply to the insurance being replaced?

☐ No ☐ Yes

If you've selected yes to questions 1 or 2 in this section, please attach written evidence (eg, insurance confirmation letter/statement, or certificate of currency) with this form.

## 5. Health questions

**Important:** You won't be able to replace your insurance if you answer yes to any of the following questions.

1. 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 and without restriction (even if you're not currently employed on a full-time basis)?  
☐ No ☐ Yes
2. Have you been paid in the past, or are you currently receiving/claiming, or entitled to, or intending to submit a claim, or have you lodged a claim for:
  - a. Income support benefits from any source including but not limited to, workers' compensation benefits, statutory transport accident benefits or disability income benefits?  
☐ No ☐ Yes
  - b. Terminal illness, Total and Permanent Disability benefit, or trauma/critical illness benefits from a superannuation fund or life insurance company?  
☐ No ☐ Yes
3. In the last five years have you had any symptom, illness, injury or condition that requires investigation, treatment, medication or regular surveillance (eg mammograms, colonoscopy) by a doctor or health professional?  
You don't need to tell us about the following conditions if your doctor has told you they're well controlled (this means that the condition hasn't required any medication change and all test results have been normal in the past 12 months):
  - asthma
  - hay fever
  - high blood pressure
  - high cholesterol, or
  - indigestion☐ No ☐ Yes
4. Do you have any symptom, illness or condition that a doctor has told you is terminal or life threatening?  
☐ No ☐ Yes
5. 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
  - b. required modification to your normal working hours or duties?☐ No ☐ Yes
6. Has an application for life, trauma, TPD, income protection or disability insurance on your life ever been declined or deferred?  
☐ No ☐ Yes

## 6. Acknowledgement and signature

### I acknowledge that:

- I've read and understood the contents of this form, including sections **important information** and **risks associated with replacing insurance** in the attached information sheet. I've also read the relevant PDS and insurance guide and considered the quoted price of the replacement cover. I have had the opportunity to obtain personal financial advice in relation to this application and understand the risks associated with replacing insurance.
- I've read and understood the information about the duty to take reasonable care not to make a misrepresentation in the information sheet. I confirm I have complied with that duty and have disclosed any relevant matter that may impact the insurer's decision to issue insurance and the terms of that cover.
- I understand that if I don't comply with the duty to take reasonable care not to make a misrepresentation, any insurance I receive as a result of this application may be avoided (treated as if it never existed) or the terms may be altered by the insurer and any claim I make under that insurance may not be payable.
- **If I'm under age 18**, I have consulted my parent or guardian about the implications of replacing insurance.

### Parent or legal guardian (if applicable)

#### I confirm that:

- I'm the parent or legal guardian of the applicant who is replacing their insurance and understand the implications of this.
- The information provided in this form is accurate, and I have taken all reasonable enquiries to make sure this is the case, including the correctness of the acknowledgements made by the applicant set out in the previous section of this form.
- I take joint and several responsibility for the consequences of this application, and indemnify the Trustee and the insurer in respect of any successful claims against the Trustee or insurer, made by or in respect of the applicant in relation to this application, that relate to:
  - a failure to understand the implications of replacing insurance, or
  - that relate to an insurance claim made by the applicant in relation to the cover received pursuant to this replacement being denied.

Member/Parent or legal guardian name (if applicable)

Member/Parent or legal guardian signature (if applicable)

Date

D	D	M	M	Y	Y	Y	Y
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## 7. Checklist

### Have you:

- ☐ Read the **information sheet** attached to this form?
- ☐ Attached written evidence of your existing cover (eg insurance confirmation letter/statement or certificate of currency) including details of exclusions or loadings, if you've selected yes in section **4**?
- ☐ Read and signed section **6** acknowledgment and signature?
- ☐ Correctly completed this form?

### Where to send this form

Mail or email this completed form to:

AMP Limited  
PO Box 300  
PARRAMATTA NSW 2124  
[askamp@amp.com.au](mailto:askamp@amp.com.au)

**Any questions?**  
131 267

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