

# Insurance and super transfer for Accumulation Plan members



## Who should use this form?

You should complete this form if you are rolling over your super from another super fund where you have Death and Total & Permanent (TPD) and/or Income Protection insurance cover and you wish to transfer that cover to ESSSuper.  
You must be an existing member or are joining ESSSuper **AND** you must be less than age 55 to transfer your insurance cover.

## Before you start

The acceptance of your transfer request is subject to our insurer's acceptance and some limitations may apply.  
You must attach an up to date statement from your former fund confirming the type and level of cover you have with the former fund, including any terms of acceptance (ESSSuper must receive this evidence within **6 months** of it being issued).  
If your insurance transfer request is accepted by our insurer, the Death, Death & TPD and/or Income Protection cover you have with your previous fund will be transferred to ESSSuper and you will receive an amount of cover equivalent to the level of cover you currently have with your former fund.  
If you already have Death or Death & TPD cover with ESSSuper, your transferred cover will apply **in addition** to any existing cover you hold with ESSSuper, subject to the maximum allowable limit of \$1.5 million.  
If you already have Income Protection cover with ESSSuper, your transferred cover will replace any existing Income Protection cover you hold with ESSSuper.

**Do not cancel your existing cover until you have received written confirmation that your insurance transfer request has been accepted by ESSSuper.**

**Once your insurance transfer request has been accepted, you must transfer your superannuation balance from your former fund.**

You are required to complete **both** *Part A – Insurance Transfer Details* and *Part B – Transfer your super*. If both parts are not completed, your application will be considered incomplete.

Please complete this form in pen using CAPITAL letters and mark with an [X] where applicable.

## Part A Insurance Transfer Details

### Section 1 Your personal details

Member number

Title  Mr  Mrs  Ms  Miss  Other (please specify)

Surname

Given names

Date of birth  /  /

Postal address

Suburb

State  Postcode

Mark with an [X] if your postal and residential address are the same. If your residential address is different, please specify below.

**Section 1** Your personal details cont.

Residential address

Suburb

State  Postcode

Telephone (business hours) (  )  (after hours) (  )

Telephone (mobile)

Email address

**!** By providing your email address you are authorising ESSSuper to send communications including statement notifications to that address. This authorisation will apply until it is revoked by you. I understand I can change my communication preferences at any time by calling ESSSuper on 1300 650 161 or through the *My details/Manage preferences* section of Members Online.

**Section 2** Details of the Death and Death & TPD and/or Income Protection cover you wish to transfer

You must attach an up to date statement from your former fund confirming the type and level of cover you have with the former fund, including any terms of acceptance. ESSSuper must receive this evidence within **6 months** of the statement from your former fund being issued.

Provide the details of the Death & TPD cover with your former fund that you wish to transfer to ESSSuper.

Note: You must be less than age 55 to transfer your insurance cover.

**Death Only or Death & TPD cover:**

I wish to transfer the following cover to ESSSuper:  Death Only cover  
 Death & TPD cover

**Level of cover**

I confirm the details of my current cover with the former fund are as follows:

Death cover \$

TPD cover \$

Note: You must transfer the total current cover to ESSSuper and you cannot transfer TPD cover without Death cover. All cover including default or voluntary cover (if applicable), will either be unitised cover (rounded up to the next unit) or fixed cover (rounded up to the next \$1,000). It will not be a combination of both. TPD cover will be equal or lesser in value to Death cover.

Please select one of the following:

Convert my Death and TPD cover into the equivalent number of units.  
**OR**  
 Maintain my cover as fixed dollar value (any existing default or voluntary cover will also be fixed).

**Income Protection cover**

I confirm details of my Income Protection cover per month with the former fund as follows:

Income cover \$

Note: ESSSuper provides monthly income protection cover in units of \$425. If your transfer application is successful, you will be given the number of units closest to your current monthly cover (rounded up to the next whole unit).

**Waiting period**

Please provide details for your Income Protection waiting period (e.g. 21, 30, 60, 90 days etc):

days

- ESSSuper has a 30, 60 and 90 day waiting period.
- If the waiting period is different, the previous waiting period will be rounded up to the next highest offered (i.e. a 21 day waiting period will be rounded up to a 30 day waiting period).
- If your current waiting period is greater than 90 days, you are not eligible to transfer your cover to ESSSuper.

## Section 2

## Details of the Death and Death &amp; TPD and/or Income Protection cover you wish to transfer cont.

**Benefit payment period**

Please provide details of your Income Protection benefit payment period (e.g. 2 years, 5 years, to age 65 etc):

- ESSSuper has a benefit payment period of either two years or to age 65.
- If the benefit payment period is different, the previous benefit period will be rounded down to either the 2 year benefit period or to the age 65 benefit period (e.g. a benefit period to age 60 will be rounded down to a 2 year benefit payment period).

## Section 3

## Telephone underwriting

The telephone underwriting facility reduces the need for follow-up information and medical reports, resulting in faster completion.

I permit the insurer (AIA) to call me (the life to be insured) to clarify or gain further information regarding any matter pertaining to the assessment and processing of this application.

I understand that the call will form part of my duty of disclosure as described in Section 6.

I agree  Yes  No

If **YES** please complete the following:

Telephone (   )

Between the hours of     am/pm to     am/pm

## Section 4

## Personal Statement and confirmation of requirements

Confirmation of requirements – please read the following statements and indicate your acceptance below:

- I am under the age of 55.
- I understand that I must transfer my total account balance from the other Superannuation fund to ESSSuper.
- I will cancel all insurance cover with my former fund within 60 days after receiving confirmation from ESSSuper of my successful transfer application.
- I will not be transferring the cover with my former fund to any other part (including division, section or category) of the former fund, or to any other superannuation fund, other than ESSSuper.
- I will not effect a continuation option, or subsequently reinstate any cancelled cover with the individual insurer, or within the former fund or any other division, section, category of the former fund, or within any fund or insurance policy where such reinstatement of cover is available to me.
- I understand that my cover, once accepted, will be subject to the terms and conditions relating to insurance arranged by ESSSuper and provided by AIA.
- I understand that the new cover will only commence once the former cover from the other super fund has been cancelled and the balance transferred to the ESSSuper Accumulation Plan.

I confirm that the above statements are true and correct.

Yes  No

**If you have ticked NO, you are not eligible for insurance transfer into ESSSuper. This does not affect any cover you are entitled to or may have under ESSSuper.**

## Section 5

## Health questions

1. As a result of injury, illness or impairment:
- a) are you unable to work at least 35 hours per week?  Yes  No
- b) have you had your duties or workplace modified in the last 2 years and you have not resumed your pre-modified duties?  Yes  No
- c) have you worked in a role or occupation that has been designed or chosen to accommodate your new medical needs?  Yes  No
2. In the last 12 months, have you been advised by a medical practitioner to undergo treatment or to take prescribed medication that was intended to last for 3 months or longer (excluding the contraceptive pill, hormone replacements, inhaled asthma medication or cold, flu or hay fever medication)?  Yes  No
3. Have you ever had an application for death, and/or income protection declined?  Yes  No
4. Have you:
- a) been paid;  Yes  No
- b) been eligible to be paid;  Yes  No
- c) lodged a claim; or  Yes  No
- d) been intending to lodge a claim;  Yes  No
- for a terminal illness or disability benefit with a superannuation fund, insurance company, or any state or federal government body (such as workers' compensation, social security, veterans' affairs or motor accident scheme)?
5. Have you been diagnosed with an illness that reduces your life expectancy to less than twelve months from today?  Yes  No

**If you have ticked YES to question(s) 1, 2, 3, 4 or 5, you are not eligible for insurance transfer into ESSSuper. This does not affect any basic cover you are entitled to, or may have under ESSSuper.**

6. Is your cover with the former fund subject to any premium loadings and/or exclusions, including but not limited to pre-existing condition exclusions, or restrictions related to medical conditions, occupations or pastimes?  Yes  No

**If YES please provide details of the premium loading, exclusion or restriction, including a copy of the advice you received from the former fund advising you of the acceptance of that cover subject to these additional terms.**

## Section 6

## Duty of Disclosure

**Your duty of disclosure:**

Before you enter into a life insurance contract in respect of your life, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, which may affect the insurer's decision to provide the insurance and on what terms.

You have this duty of disclosure until the insurance is provided.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell the insurer anything that:

- reduces the risk of the insurance; or
- is common knowledge; or
- the insurer knows or should know as an insurer; or
- the insurer waives the duty to tell the insurer about.

If you do not tell the insurer something that you know, or you could reasonably be expected to know, it may affect the insurer's decision to provide the insurance and on what terms. This may be treated as a failure by you entering into the contract to comply with your duty of disclosure.

**If you do not tell the insurer something**

In exercising the following rights, the insurer may consider whether different types of cover can constitute separate contracts of life insurance. If the insurer does, it may apply the following rights separately to each type of cover.

If you do not tell the insurer anything you are required to, and the insurer would not have provided the insurance if they had been told, the insurer may avoid the contract within 3 years of entering into it.

If the insurer chooses not to avoid the contract, it may at any time reduce the amount of insurance provided.

This would be worked out using a formula that takes into account the premium that would have been payable if you had told the insurer everything you should have. However if the contract has a surrender value or provides cover on death, the insurer may only exercise this right within 3 years of entering into the contract.

If the insurer chooses not to avoid the contract or reduce the amount of insurance provided, it may, at any time, vary the contract in a way that places the insurer in the same position it would have been in if you had told the insurer everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If the failure to comply with the duty of disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

## Section 7

## Declaration and signature

I acknowledge that:

- if I do not fully complete, sign and date this application, I will not be eligible to transfer my existing cover to ESSSuper; and
- if the insurer accepts my application, my cover will commence with ESSSuper once my previous cover with my former fund has been cancelled, and the balance transferred to the ESSSuper Accumulation Plan and
- ESSSuper and the Insurer may undertake appropriate enquiry and investigation to verify the answers I have provided; and
- ESSSuper and the Insurer may investigate whether any restrictions that may have applied within the terms of the policy document were applicable to the type and/or level of cover stated on the up-to-date statement from the former fund; and
- I agree to provide ESSSuper or the Insurer with access to the health evidence I provided to my former fund in my application for cover and any non-disclosure to a former fund may be acted upon by ESSSuper or their insurer; and
- should it become apparent to ESSSuper or the insurer that I have not undertaken the requirements that I confirmed in Section 4, then any insured benefit that may be payable to me or my estate or my beneficiaries from ESSSuper may be reduced by the insured amount paid or payable from my former fund; an associated Section or Division of the former fund; or any policy issued under any option that I exercised, as a consequence of my failure to abide by these conditions. This reduction in benefit will, however, be limited to the extent that my benefit from ESSSuper is no less than I would have been eligible to receive under the terms of the policy between ESSSuper and the insurer had I not applied for a transfer of cover; and
- I understand that only the Death, TPD and Income Protection Cover specified in Section 2 can be transferred to ESSSuper and that no other cover provided by my former fund can be transferred.

**You are applying to enter into a contract of insurance.**

As such, you have a duty to disclose all relevant information. Failing to provide the insurer with full and accurate information could result in your insurance cover being cancelled and any claim for benefits could be denied, so it is vital you answer all questions fully and accurately.

Although we ask you specific health questions in Section 5, you should also tell us about any other information that will impact on the insurer's decision to offer you insurance cover, regardless of whether you deem it to be material or important. This includes current medical issues that require investigation, medication or treatment, even if a diagnosis has not been made.

This obligation applies to all insurance cover relating to this application, including amounts transferred from another fund. This means you could be placed in a position where you have no insurance cover if we later find you have not answered all questions fully and accurately.

Your Duty of Disclosure continues until you receive written confirmation your application has been accepted. You must contact the insurer if there is any change in your health or circumstances that are relevant to the insurer's decision on your application.

The full Duty of Disclosure is contained in Section 6 within this document and it is important you read it carefully.

Having read the above, I declare the information I have provided is honest, true and complete.

**Privacy Disclaimer:**

By signing this form I certify that:

I have read and accept the statements relating to privacy in ESSSuper's *Privacy Policy* and *Privacy Collection Statement*, and in the *Accumulation Plan Product Disclosure Statement*, available on the ESSSuper website at [esssuper.com.au](http://esssuper.com.au). ESSSuper will collect and use the information contained in this form to administer the scheme of which I am a member, dependant or family member or other beneficiary. This information may be disclosed to third parties to administer my membership, apply, transfer or vary my insurance, or claim, or as required or authorised by law.

Please tick the following to provide consent:

- I am providing written consent to maintain insurance cover irrespective of age, account balance and level of account activity.

Signature

 PLEASE SIGN HERE

Date

/  /

## Part B

## Transfer your super

## Before you start

You must complete all sections in Part B.

You must transfer your whole superannuation balance from your former fund once your insurance transfer request is accepted.

ESSSuper will arrange the transfer of your super from your former fund.

If the insurer does not accept your insurance transfer request, ESSSuper will give you the option to cancel your request to transfer your super.

Please post the **original** form.

## Section 1

## Your personal details

Member number

Member Name

Tax File Number

You are not obliged by law to provide your TFN but there may be adverse tax consequences if you don't (refer to the relevant PDS or contact us for more information).

ESSSuper is legally authorised to collect your TFN. We will only use it for legal purposes. We may provide it to the trustee of another superannuation fund or RSA unless you tell us in writing not to. These legal purposes may change in future.

You are not required to supply your TFN but if you do:

1. Your superannuation account will be able to accept all types of contributions;
2. You will not pay any additional tax on contributions in your account;
3. When you start drawing down your superannuation account you won't pay any additional tax than is already required; and
4. It will make it much easier to trace different superannuation accounts in your name so that you receive all your superannuation benefits when you retire.

## Section 2

## Details of the fund you are transferring money from

Please provide the details of the super fund that you are transferring your whole benefit from:

Member number

Name of fund

Postal address of fund

Suburb

State

Postcode

Telephone

Fund ABN

## Section 3

## Details of ESSSuper product you are transferring to

Name of fund

ABN

Product you are rolling over to:

Accumulation Plan (USI: ESS0003AU)

Section 4

Certified identification documents provided

Please provide a certified copy of your identification documents. Certified copies are copies of original documents that have been verified and signed by one of the professional persons listed. We cannot accept a photograph, scanned copy via email or fax of the certification. Please ensure the original certification is sent.

**Option 1:** Current Driver's Licence or Passport.

OR

**Option 2:** Either a birth certificate or extract, Australian citizenship certificate OR Centrelink pension card. **AND**  A letter addressed to you from Centrelink regarding a benefit payment, a letter from a Federal, State or local government body showing your name and residential address, e.g. rates notice OR a Tax Office Notice of Assessment.

Refer to our website for information on who is able to certify that your documents are true and correct.

**Have you changed your name or are you signing on behalf of another person?**

If you have changed your name or are signing on behalf of the applicant, you will need to provide a certified linking document – a linking document is a document that proves a relationship exists between two (or more) names. The following table contains information about suitable linking documents:

Purpose	Suitable linking documents
Change of name	Marriage certificate, deed poll or change of name certificate from the Births, Deaths and Marriages Registration Office
Signed on behalf of the applicant	Guardianship papers or Power of Attorney

Section 5

Declaration and signature

I authorise the rollover of the superannuation benefit I have listed on this form to ESSSuper, and in doing so:

- I acknowledge that I have read the *Accumulation Plan Product Disclosure Statement* including *Insurance Guide (A.P.2)* available from ESSSuper.
- I have read and understood the section relating to my duty of disclosure and insurance arrangements in the *Insurance Guide (A.P.2)*. I have not withheld any information which may affect any decision to provide insurance and I am aware of the consequences of non-disclosure.
- I acknowledge and accept that the benefits in the Accumulation Plan, including the *Insurance Guide (A.P.2)* are not guaranteed or underwritten by the Victorian Government or the Emergency Services Superannuation Board and that ESSSuper does not come under the jurisdiction of the Australian Financial Complaints Authority (AFCA).
- I understand and acknowledge the implications and effects of transferring my benefits from my superannuation fund to ESSSuper.
- I discharge the superannuation provider of my transferring fund of all further liability in respect of my superannuation benefit paid and transferred to ESSSuper.
- I understand that ESSSuper is required to deduct tax from any untaxed portion of my transfer.
- I authorise ESSSuper to make any necessary enquiries of the transferring fund to give effect to the transfer.
- I am aware I may ask my superannuation provider for information about any fees or charges that may apply, or any other information about the effect this transfer may have on my benefits such as insurance cover, and do not require any further information.
- I have read and accept the statements relating to privacy in the Product Disclosure Statement and I consent to providing ESSSuper with my personal information pursuant to the *Privacy and Data Protection Act 2014* for the purposes described in ESSSuper's *Privacy Policy* and *Privacy Collection Statement* available at [esssuper.com.au](http://esssuper.com.au)

Signature of account holder

Date  /  /

**Please post your completed application form and the certified copy of your documents to**

ESSSuper GPO Box 1974, Melbourne Vic 3001  
 T 1300 650 161 | W [esssuper.com.au](http://esssuper.com.au)

At ESSSuper, we treat the privacy and confidentiality of our members' personal information seriously. We are committed to complying with the guidelines of the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001 (Vic)*. To obtain a copy of ESSSuper's *Privacy Policy* and *Privacy Collection Statement*, please visit our website.





1 July 2021

To Whom It May Concern,

**Scheme:** Emergency Services Superannuation Scheme  
**Status:** Complying Fund  
**Basis:** Exempt Public Sector Superannuation Scheme  
**SFN:** 26 91 249 42  
**ABN:** 85 894 637 037  
**USI:** ESSSuper Accumulation Plan – ESS0003AU

In accordance with section 10 (1) of the *Superannuation Industry (Supervision) Act 1993* (SIS Act) (definition of exempt public sector superannuation scheme refers) and as listed in Schedule 1AA of the *Superannuation Industry (Supervision) Regulations 1994*, the Emergency Services Superannuation Scheme (trading as ESSSuper – Emergency Services & State Super) is declared an “Exempt Public Sector Superannuation Scheme”.

Subsequently, under section 45 (6) of the SIS Act, the Scheme is deemed to be a complying superannuation fund for tax purposes.

ESSSuper is eligible to receive Superannuation Guarantee contributions from employers.

Yours sincerely

Mark Puli  
Chief Executive Officer

Proudly serving our members