

# Application for Reinstatement

## Information sheet

Use this form to apply to reinstate your lapsed Elevate plan or Elevate Superannuation plan issued by Equity Trustees Superannuation Limited.

### Instructions for the completion of this form

#### Section A

Is to be completed in all cases by the life to be insured.

#### Section B

Is to be completed by the life to be insured if applying to reinstate an income insurance plan.

#### Section C

Is to be completed by the life to be insured and the plan owner in all cases. Provided 6 months has not passed since the 'date paid to' the plan may be reinstated subject to completion of sections A, B and C and a payment of any outstanding premiums.

The life to be insured will be reinstated with the insurance product they had previously.

In the event that the life to be insured is applying to reinstate a Life Insurance Super Plan or Income Insurance Super Plan, the life to be insured is applying for reinstatement of membership within the Superannuation Fund, and the Trustee will apply to the insurer for reinstatement of the insurance cover.

### 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 we decide whether we can cover you, 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 your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

### The Duty to Take Reasonable Care Not to Make a Misrepresentation

**!** Read this if you are applying for insurance as the policy owner, if you will be an insured person under a policy owned by someone else, or if you will be an insured person under a superannuation plan.

#### 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 does not fairly reflect the truth.

You have the same duty if anything changes, or you remember more information, while we're 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.

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

Where a **policy** owned by one person covers the life of another person, it's important that the other person does not make a misrepresentation when providing information to the insurer. If the other person does make a misrepresentation, then it may be treated as a failure by the owner of the **policy** in their Duty to Take Reasonable Care Not to Make a Misrepresentation. Therefore, you must take reasonable care not to make a misrepresentation when giving us information whether you're the owner of the **policy** or an **insured person** under it.

#### If you do not meet your legal duty

If you do not 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.

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.

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 have been in if the duty had been met. Therefore, if the person who answers our questions does not take reasonable care not to make a misrepresentation, it can have serious consequences for your insurance, such as those explained below:

- we may **treat the contract (or your cover) as if it never existed**.
- we 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 us 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 us 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.
- we may **vary your cover** – to take into account the information you didn't tell us and put the insurer in the same position as it would've been if you'd told us. 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 our questions 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 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 we exercise any of these remedies, we will let you know our reasons and the information we rely on and give you an opportunity to provide an explanation.

If we decide to exercise one of these remedies, we will advise you of our decision and the process to have this reviewed or make a complaint if you disagree with our decision.

## Guidance for answering our questions

When answering our 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 that we ask you.
- Do not assume that we will contact your doctor for any medical information.
- Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it or check with us.
- Review your application carefully. If someone else helped prepare your application (for example, 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, 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 us 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 us immediately.

### Genetic test approach

You only need to tell us about any genetic testing you've had or have consented to have if the total combined sum insured with all life insurers for the insurance being applied for is over:

- \$500,000 life cover
- \$500,000 total and permanent disability cover (TPD)
- \$200,000 trauma / critical illness cover, or
- \$4,000 a month income protection cover, salary continuance cover or business expenses cover.

You can choose to tell us about a genetic test that you have had where the result was favourable. However, you must tell us if you're experiencing symptoms of, or are having treatment for, a medical condition including any genetically inherited condition. You must also tell us of any family history of a medical condition as asked for in the relevant question in this form.

**Note:** Resolution Life complies with the Moratorium on Genetic Tests. A copy of the moratorium is available in the Life Insurance Code of Practice [cali.org.au/life-code](http://cali.org.au/life-code).

## Privacy – use and disclosure of personal information

The privacy of your personal information is important to you and also to us. We may collect personal information directly from you or your financial adviser. We may also collect personal information if it is required or authorised by law, including the *Superannuation Industry (Supervision) Act 1993*, the *Corporations Act 2001* and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF).

Our main purpose in collecting personal information from you is so we can establish and manage your plan. If you choose not to provide the information necessary to process your application, then we may not be able to process it. We may also use this information for related purposes—for example, enhancing customer service and product options and providing you with ongoing information about opportunities that may be useful for your financial needs through direct marketing. These may include investment, retirement, financial planning, banking, credit, life and general insurance products and enhanced customer services that may be made available by us, other members of the Resolution Life Group, or by your adviser.

If, at any time, you do not want to receive this information, you can opt out by telephoning our Customer Service Centre on 133 731 and quoting your plan number.

If you are applying for the Life Insurance Super Plan or the Income Insurance Super Plan, we will also use this information to assess your application for, and manage your membership of, the National Mutual Retirement Fund (NMRF) or the Wealth Personal Superannuation and Pension Fund. We will only use information about your dependants in the event of your death.

We usually disclose information of this kind to:

- other members of the Resolution Life Group
- your adviser or broker (if any)
- the owner of the plan
- your parent or guardian, if you are under age 18
- external service suppliers who may be located in Australia or overseas, who supply administrative, financial or other services to assist the Resolution Life Group in providing you with services. A list of countries where these providers are likely to be located can be accessed via our privacy policy.
- the Australian Transaction Reports and Analysis Centre (AUSTRAC) where required by our anti-money laundering compliance plan
- the Australian Taxation Office (ATO) to conduct searches on the ATO's lost member register for lost super
- anyone you have authorised or if required by law.

If sensitive information, such as health information is collected in relation to this financial product, then additional restrictions apply. Resolution Life may collect health information using a third party provider. The primary purpose for obtaining this health information is for the insurer, Resolution Life, to assess your application for new or additional insurance. Resolution Life may also use this information for directly related purposes—for example, deciding whether more information is needed, arranging reinsurance, assessing further applications and processing claims. Resolution Life may disclose your health information to:

- the adviser or broker responsible for the plan
- your parent or guardian, if you are under age 18
- the trustee
- the owner of your personal insurance plan (if applicable)
- Resolution Life's reinsurers
- medical practitioners
- any person Resolution Life considers necessary to help either assess claims or resolve complaints
- anyone you have authorised or if required by law.

If you are an insured person, aspects of your health information may be provided to the owner of your plan in resolving terms of acceptance or if the standard plan rates are varied.

If you are an insured person, Resolution Life and/or its health screening provider may also speak to a third party for the sole purpose of arranging a health screening appointment. This third party may include a spouse, family member, personal assistant, adviser or other relevant party.

Under the current Resolution Life privacy policy you may access personal information about you held by the Resolution Life Group. The Resolution Life privacy policy sets out the Resolution Life Group's policies on management of personal information, including information about how you can access your personal information, seek to have any corrections made on inaccurate, incomplete or out-of-date information, how you can make a complaint about privacy, and information about how we deal with such complaints. The Resolution Life privacy policy can be obtained online at [resolutionlife.com.au](https://www.resolutionlife.com.au) or by calling our Customer Service Centre on 133 731.

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

# Application for Reinstatement

Use this form to apply to reinstate your lapsed Elevate plan or Elevate Superannuation plan issued by Equity Trustees Superannuation Limited.

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

**Section A**

**This section is to be completed in all cases by the life to be insured**

Plan number(s)

Please state why your plan lapsed

**Details of life to be insured**

Mr  Mrs  Miss  Ms  Other—please specify

Surname

Given name(s)

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Address

Suburb

State

Postcode

Country

**Correspondence details**

**!** Only complete this section if the addressee or correspondence address is different to the Person insured.

Is the addressee for correspondence different to the person insured?  No  Yes

Company/SMSF

C/O (eg company title/department)

Title

Given name(s)/Trustee name(s)

Family name

Is the address for correspondence different to the residential address of the person insured?  No  Yes

Address

Suburb

State

Postcode

Country

**Contact details**

We may need to contact you between 8.00am to 7.00pm regarding the details of your application:

Daytime phone number

Hours you can be contacted

After hours phone number

Hours you can be contacted

Mobile phone number

Hours you can be contacted

Email address

## Section A (continued)

### Other policies and benefits

1. Other than this application are you covered by, or are you applying for, life, disability, trauma, income insurance or business expenses insurance with **any company**? **Note:** This includes benefits under super, business or credit insurance or benefits provided by an employer.

No  Yes—please provide details:

Name of company	Type of cover	Sum insured (\$)	Date commenced	To be replaced?
			/ /	<input type="checkbox"/> No <input type="checkbox"/> Yes
			/ /	<input type="checkbox"/> No <input type="checkbox"/> Yes
			/ /	<input type="checkbox"/> No <input type="checkbox"/> Yes

2. Has **any company** ever indicated they would not issue you insurance, or would apply a loading, modify, restrict or exclude your insurance in any way?

No  Yes—please provide full details including reason, date, company name and type of cover:


3. Have you ever, or do you intend to claim benefits under any insurance plan, government scheme, armed forces, pension or allowance, or court proceedings?

No  Yes—please provide details:

Company/benefit type	Reason	Benefit amount (\$)	Date
			/ /
			/ /
			/ /

### Sports and pastimes

4. Do you engage in or intend to engage in any of the following: aviation (other than as a fare paying passenger), underwater diving, motor sports, mountaineering, power boat racing, hang gliding, boxing, non-competitive motorcycling, trail bike riding, quad bike riding, football, martial arts, parachuting or any other hazardous pursuits?

No  Yes—please give details:

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5. Do you wish to be covered for the sports and pastimes activities you have disclosed in this application?

No  Yes (**Note:** This is subject to approval by Resolution Life underwriting)

### Occupation

6. Please give details of your current occupation including your job title, duties and the industry you work in:

Current occupation	Industry
<input type="text"/>	<input type="text"/>

Duties

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7. How many hours per week do you spend at your principal occupation?  hours

8. Do you intend to change your occupation or take extended leave of absence in the future?

No  Yes—please provide give details:

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### Travel details

9. Do you have any intention of travelling outside Australia or New Zealand within the next 12 months?

No  Yes—please provide give details:

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## Section A (continued)

### Health

10. What is your: Height  cm/ft Weight  kg/st

11. Do you smoke or have you smoked in the last 12 months

(including e-cigarettes and nicotine replacement products)?  No  Yes

If 'yes', please provide details including type/substance and how many smoked per day

12. Since your plan commenced have you had any medical examination, advice or any preventative or prophylactic treatment (eg a mastectomy), any surgical operation, X-ray, electrocardiograph, blood tests (eg cholesterol, HIV/AIDS, hepatitis, anaemia) or any other medical or surveillance tests (eg ultrasounds or colonoscopies) or investigations? **Important:** Please refer to the **genetic test approach** in the **information sheet** when answering this question.

No  Yes—please give details of each instance:

Date	Name and address of doctor/hospital	Details
/ /		
/ /		
/ /		

13. Since your plan commenced have you had any sickness, injury or disorder that you have not mentioned above?

No  Yes—please give details:

Date	Name and address of doctor/hospital	Type of sickness or injury
/ /		
/ /		
/ /		

14. Have you contemplated, been advised to seek or are you awaiting any medical advice, investigation or treatment including surgery?

No  Yes—please provide name of doctor, date of consultation if known and condition:

Date	Details
/ /	

15. Name of general practitioner/medical centre

Address

Suburb

State

Postcode

Phone number

How long have you been his/her patient?  years

16. Have you or any of your current or previous sexual partners tested positive for HIV/AIDS, or have any sign of HIV infection? (ie some signs are: unexplained weight loss, swollen glands or persistent diarrhoea.)

No  Yes

17. In the last three years, are you aware of any HIV risk situation to which you or any of your sexual partners may have been exposed?  No  Yes

HIV risk situations include, but are not limited to: sex with or as a sex worker, sex with an intravenous drug user, contact with someone else's blood (for example, through injection or scratch with a used needle), anal intercourse (except in a relationship between you and one other person only and neither of you has had sex with anyone else for at least three years).

(If you answered yes to question 16 or 17, we'll send you a confidential questionnaire to complete.)

18. Within the **last month**?

i. Have you travelled overseas?  No  Yes

ii. Have you had contact with someone who has recently returned from overseas?  No  Yes

iii. Have you been exposed to someone who suffered and was later diagnosed with COVID-19?  No  Yes

**Section A (continued)**

**Health (continued)**

19. If 'yes' to any of the items in question 18, please provide details below:

i. When did you or the other person return from overseas or when were you exposed?

D	D	M	M	Y	Y	Y	Y
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ii. Have you completed the required 14 days of self-quarantine/isolation?  No  Yes

iii. Have you developed any symptoms such as fevers, sore throat, cough, headaches or shortness of breath?  No  Yes

iv. If 'yes' please provide details


20. i. Have you been tested for COVID-19?  No  Yes

ii. If you've been tested, what was the result?

Negative

Positive

iii. If you tested 'positive' did you have a following COVID-19 test result which was negative?  No  Yes

iv. If you tested 'positive' were you hospitalised?  No  Yes

If 'yes' please provide details in the table below:

Period in hospital	Hospital name and address	Treatment received	Did you spend time in intensive care?
/ / to / /			<input type="checkbox"/> No <input type="checkbox"/> Yes If 'yes', number days <input type="text"/> days

21. If you had symptoms or tested 'positive' to COVID-19, have you fully recovered with no continuing or residual symptoms or complications?  No  Yes

If 'no' please provide details:


22. Have any first-degree blood related family members (father, mother, brother, sister or your children) been diagnosed or suffered from any of the following?

No, unknown/adopted—go to next question.

Yes—please cross all that apply and provide the details further below:

- |   |  |
|---|--|
| <input type="checkbox"/> Breast and/or ovarian cancer                               | <input type="checkbox"/> Prostate cancer   |
| <input type="checkbox"/> Lynch syndrome, familial polyposis or bowel/colon cancer   | <input type="checkbox"/> Polycystic kidney disease, renal cell cancer or kidney cancer |
| <input type="checkbox"/> Diabetes   | <input type="checkbox"/> Stroke  |
| <input type="checkbox"/> Heart attack   | <input type="checkbox"/> Cardiomyopathy  |
| <input type="checkbox"/> Haemochromatosis   | <input type="checkbox"/> Muscular dystrophy  |
| <input type="checkbox"/> Multiple sclerosis   | <input type="checkbox"/> Parkinson's disease   |
| <input type="checkbox"/> Motor neurone disease                                      | <input type="checkbox"/> Huntington's disease  |
| <input type="checkbox"/> Alzheimer's disease or any other type of dementia          | <input type="checkbox"/> Any other cancer or any other heart condition                 |
| <input type="checkbox"/> Any hereditary disorder or condition that runs in families |  |

Provide details for each box you've crossed:

Family member (eg mother, brother)	Condition	If cancer, type/site	Age at diagnosis	Age at death (if applicable)



## Section B

This section is to be completed by the person to be insured for income insurance plans or where the sum insured is \$500,000 or greater—for other insurance please go to section C.

### Income

1. What was your income from personal exertion in the last year? Use last financial year (year ending 30/6/   or specify a more recent period upon which your answer is based).

#### For self-employed

**!** Only complete this question if you are self-employed. This includes sole traders, partners, contractors or if you are an employee in your own company.

	Less	Equals
Gross income from personal exertion	Business expenses incurred in earning that income	Net income before tax
\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

#### For employees

**!** Only complete this question if you are an employee and do not have any ownership in your employer's business.

Insurable income \$

If not the last financial year (June 30) please specify the period that these figures relate to:           to

**Note:** The amount of weekly or monthly benefit for which you are eligible depends on the amount of your net income before tax. For income insurance, the maximum benefit insured shall be no greater than 75 per cent of net income before tax (subject to certain maximums). In the event of a claim, Resolution Life may call for evidence of your income and business expenses. Therefore, please ensure the above figures accurately reflect your financial position for the period that you have indicated.

### Other claims

2. Are you, upon disablement, entitled to a pension or other benefit from a super plan or your employer?

No  Yes—please give details:

3. Would any income benefit be payable for more than two years?  No  Yes—provide the income amount that would continue, for how long, and the source (eg salary, sick pay, company profits, investment, rental)?

4. Have you received unemployment benefits in the past two years?  No  Yes—please give details:

**Period of unemployment**      **Reasons for unemployment**

/ / to / /	
/ / to / /	

## Section C

This section is to be completed in all cases by the person to be insured and the plan owner

### Declaration

#### To be completed for all insurance plans

- I/We apply for reinstatement of insurance cover under the terms the previous insurance contract was provided.
- I/We acknowledge that I/we have read the section headed 'The Duty to Take Reasonable Care Not to Make a Misrepresentation'.
- I/We have read and understood the privacy disclosure statement contained in section headed 'Privacy – use and disclosure of personal information'. I/We consent to my/our personal information being collected and used in accordance with the privacy disclosure statement.
- I/We declare that all answers given are complete and true and I/we understand that the Insurer will be relying on the complete accuracy of the answers when assessing my/our application for reinstatement.
- Further, I/we acknowledge that Resolution Life has the right to avoid the reinstated plan if I/we have failed to comply with my/our Duty to Take Reasonable Care Not to Make a Misrepresentation and Resolution Life would not have allowed the policy to be reinstated.
- I/We acknowledge that the Life Insurance Plan, Life Insurance Superannuation Plan and Life Insurance SMSF Plan will not pay a benefit if death is a result of suicide within 13 months of the reinstatement of this plan.
- I/We acknowledge that for those conditions that are listed in my trauma plan document under the heading 'Medical conditions (or Trauma events) subject to a qualifying period', the Insurer will not pay a benefit if the medical condition occurs within 90 days of the date the plan is reinstated.
- I/We acknowledge that if I/we are applying for insurance provided through the Life Insurance Superannuation Plan or the Income Insurance Superannuation Plan to be reinstated where Equity Trustees Superannuation Limited is the Trustee, I/we are re-applying for membership of the fund, ask Equity Trustees Superannuation Limited to seek the reinstatement of insurance cover.
- I/We acknowledge that if this application is accepted any nomination of dependants will be reinstated. Any binding nomination will expire three years from the date of the original nomination.
- I/We understand in the event this application for reinstatement is accepted and underwritten by Resolution Life, the billing details provided and used to pay for the cover will be used for a deduction of premiums under the reinstated policy. I understand that the premium amount deducted will be the premiums required from the policy reinstatement date to my next billing date. The exception to this is if my policy is being reinstated with continuous cover. In this case, the premiums required will be to cover unpaid arrears accrued prior to the lapse date, plus premiums owed between the lapse date and the next billing date after reinstatement.

#### Access to information

I authorise:

- any other insurers (including related companies of Resolution Life) or other professional, such as a financial adviser or accountant, to disclose any information they may possess about me, whether held in hard copy or in any other format, to Resolution Life, and
- Resolution Life to collect any information they have on my health, medical history, pastimes, work history or anything else that Resolution Life considers to be relevant to assessing or underwriting this cover or assessing any claim under it.

Where I hold other policies or plans within the Resolution Life Group, I authorise the use of any information obtained under this authority in connection with those policies or plans.

#### To be completed for all insurance plans

Signature of person to be insured

X

Date signed

DDMMYYYY

#### To be completed for all insurance plans except Life Insurance Super Plan and Income Insurance Super

Signature of plan owner

X

Date signed

DDMMYYYY

**!** Before you complete this page please read the privacy disclosure statement in the product disclosure statement.

**Authority for Resolution Life to release medical information to usual doctor**

**!** Only complete this section if you authorise Resolution Life to release medical information to your doctor upon an adverse assessment of your application.

Family name  Given name(s)  Date of birth   
I,    authorise Resolution Life  
to advise Doctor  of the reason(s) behind

any adverse assessment of my application if it was based on health evidence obtained during the assessment of this application. I also authorise Resolution Life to provide copies of the relevant health evidence to the doctor noted above.

Signature of person to be insured

Date signed

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**Option 2: Direct debit by bank account**

**Note:** Please refer to your financial institution to check your account offers direct debiting.

If a deposit premium is not supplied, we will automatically deduct the premium on acceptance and completion of this application.

Frequency of ongoing premium deductions (cross one):  Fortnightly  Monthly  Quarterly  Half-yearly  Yearly

(Optional) If paying **monthly** direct debit by credit card, you may choose a date for deduction, between 1st to 28th

only BSB number   
 Account number

Bank/financial institution name

Bank/financial institution branch name

Account in name of (name in full)

If company account Australian business number (ABN)

**Account holder signature(s)**

Signature—account holder 1  X

Date signed  D D M M Y Y Y Y

Signature—account holder 2  
(if applicable)  X

Date signed  D D M M Y Y Y Y

**Where to send this form**

Mail or email this completed form to:

Resolution Life Customer Service GPO Box 5441 Sydney NSW 2001 askus@resolutionlife.com.au	<b>Any questions?</b> 133 731
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