

# Guaranteed Future Insurability Application Form for Death, Total and Permanent Disablement (TPD) and Trauma cover

## Information sheet

### When to use this form

Use this form to increase your insurance cover with **Guaranteed Future Insurability** under your Firstcare – Lifetime Protection plan.

Ensuring you have enough insurance is important—but making changes to your insurance can feel like a hassle.

That's why the Guaranteed Future Insurability feature in your Firstcare – Lifetime Protection plan has made it easy to increase your insurance cover at some key times.

The Guaranteed Future Insurability feature allows you to increase cover once every 12 months by the lesser of:

- 25% of the current sum insured, or
- \$250,000,

without providing any evidence of the insured person's health.

Please refer to the table on the following page for a list of eligible events and examples of the documentary evidence required.

### 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.

## Guaranteed Future Insurability at a glance—your questions answered

### What types of cover does the Guaranteed Future Insurability feature apply to?

You can use the Guaranteed Future Insurability feature to increase your Death, Total and Permanent Disablement (TPD) and Trauma cover.

### How much can the benefit be increased by with each application?

The following limits apply to your applications to increase cover for the relevant insured under this application:

- You may apply to increase the 'insured amount' by up to 25% (to a maximum of \$250,000) at any one time.
- If you apply for an increase under this feature for Death and/or TPD cover as a result of an increase to the insured person's mortgage, the maximum increase will be limited to the increase in the insured person's mortgage.
- If you apply for an increase under this feature for Death and/or TPD cover as a result of a promotion or commencement of a new employment arrangement, the maximum increase will be limited to 10 times the salary increase.

### How much can the benefit be increased to over the life of my plan?

#### Death cover

The lesser of:

- the original Death cover insured amount under your plan, or
- \$1,000,000.

#### TPD cover

The lesser of:

- the original TPD cover insured amount under your plan, or
- \$250,000.

The maximum amount you can increase the TPD cover insured amount to under this feature is \$2.5 million.

#### Trauma cover

The lesser of:

- the original Trauma cover benefit insured amount under your plan, or
- \$250,000.

The maximum amount you can increase the Trauma cover insured amount to under this feature is \$2 million.

### Up to what age can I use this feature?

You can increase cover under the Guaranteed Future Insurability feature up to age 55.

### Are there any other restrictions on using this feature?

You won't be able to increase the amount insured with this feature if, at the time of your application, the relevant insured person:

- is aged 55 years or older, or
- has more than one (1) exclusion applied to their cover, or
- has a premium loading of more than 50% applied to their cover, or
- has both an exclusion and a premium loading, or
- has any other 'special terms' applied to their cover, or
- is having their premiums waived under the 'Waiver of Premium' option, or
- is eligible to make, or has made, a Terminal Illness, TPD or Trauma claim, under any plan issued by us if your plan is a Life Protection Plan acquired through superannuation, or
- is eligible to make, or has made, a Terminal Illness, TPD or Trauma claim, under any plan issued by us or any policy held with another company if your plan is a Life Protection Plan acquired outside Superannuation.

In addition, this feature will not be applied to the following (if applicable to your plan):

- Children's Trauma cover option, or
- Death cover amount restored for the insured after the TPD Plus option has been exercised, or
- Death cover amount restored for the insured after the Optimum Buy Back option has been exercised, or
- Trauma cover amount restored for the insured after the Optimum Trauma Reinstatement option has been exercised.

### How much will the additional insurance cost?

The cost of your insurance is based on your type and level of cover, age, sex, occupation and smoking status. For a quote on how much your new level of cover will be, talk to your financial adviser.

### What do I need to do to apply for the increase?

- Complete the **Firstcare – Lifetime Protection Guaranteed Future Insurability Application Form for Death, Total and Permanent Disablement (TPD) and Trauma cover**

#### AND

- Attach appropriate evidence that one of the life events has occurred.

## Need more information?

Everyone has different financial needs. To find the best solution, you may need professional financial advice. Talk to your financial adviser or call Resolution Life Customer Service on 133 731.

If, in the past 12 months, the insured person has experienced one of the following life events, all you need to do is supply certified evidence of one of the following events:

Life event	Examples of evidence required
The insured person gets married	– Marriage certificate
The insured person registers a de facto relationship or enters into a de facto agreement	– Relationship Certificate – Registration of a de facto relationship – Statutory Declaration of the date of a de facto relationship
The insured person gets divorced	– Divorce papers
The insured person legally separates, registers a separation from a marriage or registered de facto relationship or cancels a de facto agreement	– Separation Certificate for marriage or de facto relationship – Statutory declaration of the date of legal separation – Revocation or registration of a de facto relationship
The death of the insured person's spouse, or registered de facto partner who has entered into a de facto agreement with the insured person	– Death certificate – Marriage certificate – Relationship certificate
The insured person's child is born or the insured person legally adopts a child	– Birth certificate
The insured person's child starts school	– Certificate of enrolment
The insured person has been granted a home loan by a financial institution to buy their first home	– Mortgage papers
The insured person increases a mortgage for their primary place of residence <sup>(i)</sup>	– Bank confirmation of settlement
The insured person completed their first undergraduate degree at a recognised Australian university	– Degree
The insured person has an annual income increase of at least \$10,000 <sup>(ii)</sup>	– Statement from employer
The insured person becomes a carer for the first time	– Statutory declaration
The insured person increases their financial interest in a business for which they are working partner or a working director and the plan forms part of a Buy/Sell, share protection or business succession agreement.	– Partnership agreement – Executive package letter showing increase
The insured person's value, as a key person to your business increases <sup>(iii)</sup>	– Letter from the business' accountant
The insured person has taken out or increased a loan secured over a business for which they are the primary guarantor <sup>(iv)</sup>	– Revaluation certificate – Loan documentation

(i) If you are applying to increase your cover as a result of an increase to the insured person's mortgage, the maximum increase is also limited to the amount the mortgage is increased by.

(ii) If your plan commenced on or after 19 August 2012, this event is described as:

The insured person has been promoted or has commenced a new employment arrangement and, as a result, has had an annual income increase of at least \$10,000 and 10%. This means if the insured person's salary is less than \$100,000 pa, the increase must be at least \$10,000; or if their salary is over \$100,000 pa, the increase must be 10% or more. In this case, the maximum increase will also be limited to 10 times the salary increase.

(iii) This event is only applicable where the plan is owned by a business, and the plan was written for the purpose of key person protection.

(iv) This event is only applicable where the plan was written for loan protection.

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

# Guaranteed Future Insurability Application Form for Death, Total and Permanent Disablement (TPD) and Trauma cover

Use this form to increase your insurance cover with Guaranteed Future Insurability under your Firstcare – Lifetime Protection plan. Please print in CAPITAL LETTERS and place a cross [X] in any applicable boxes.

## 1. Insured person's details

Request ID (if applicable)

Title

Account/Plan number

Surname

Given name(s)

Sex

☐ Male ☐ Female

Date of birth

Residential address

Suburb

State

Postcode

Contact phone number

Mobile number

Email

## 2. Application type

Select which type(s) of cover you would like to increase with Guaranteed Future Insurability.

- ☐ Death  
☐ Total and Permanent Disablement (TPD)  
☐ Trauma

## 3. Guaranteed Future Insurability

Please specify the event that this increase is based upon and attach certified copies of the evidence of the event selected:

- ☐ Marriage  
☐ Registration or entry into a de facto relationship/agreement  
☐ Divorce  
☐ Legal separation

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Resolution Life Australasia Limited ABN 84 079 300 379

## 3. Guaranteed Future Insurability (continued)

- ☐ Registration or cancellation of a de facto relationship/agreement  
☐ Death of a spouse or registered partner, or a de facto partner who has entered into a de facto agreement with the insured person  
☐ Birth/legal adoption of a child  
☐ Child starts school  
☐ First home loan granted by a financial institution  
☐ Mortgage increase for primary residence  
☐ First undergraduate degree  
☐ Annual income increase  
☐ Became a carer for the first time  
☐ Increase to financial interest in a business  
☐ New or increased loan secured over a business  
☐ Increase in value as a key person

## 4. Amount of cover and premium

**!** You can only increase up to the lesser of 25% of the current sum insured or \$250,000.

a. Please indicate the amount of cover you currently have and the level you would like to increase your cover to.

### Death cover

Current amount

Increase cover to

### TPD cover

Current amount

Increase cover to

### Trauma cover

Current amount

Increase cover to

#### 4. Amount of cover and premium (continued)

b. Please provide details of your existing and new premium.

Existing premium	\$
New premium (after increase)	\$

#### 5. Agreement, declaration and signature(s) for Life Protection Plans acquired outside superannuation

I/We agree and declare that:

- I have read 'The Duty to Take Reasonable Care Not to Make a Misrepresentation' contained in the **information sheet**.  
I have kept this in mind when completing this application.
- To the best of my knowledge, information and belief, the information provided in this application is accurate and complete. I understand that if I do not comply with The Duty to Take Reasonable Care Not to Make a Misrepresentation and if information provided is not complete or accurate, the insurance might be cancelled or the terms may be altered by Resolution Life.
- I acknowledge that any special conditions, loadings or exclusions on my insurance plan will continue to apply.
- I authorise any employer or any insurer to disclose, and for Resolution Life to collect, full details of my work, insurance or pastime history. I understand that, under Government Privacy legislation, I may access a copy of this information from Resolution Life.
- The relevant insured person is not eligible to make (nor has made) a terminal illness, total and permanent disablement, or trauma claim under any plan issued by us or any policy held with another company.
- If the premiums on my plan are currently paid via a direct debit arrangement, I authorise Resolution Life to deduct the new premium amount.
- I understand that premiums in relation to this increase will be based on the relevant insured's age and the premium rates that apply at the time the application is processed.

#### Insured person

Name

Signature

Date

#### 5. Agreement, declaration and signature(s) for Life Protection Plans acquired outside superannuation (continued)

##### Plan owner 1

Name

Signature

Date

##### Plan owner 2 (if applicable)

Name

Signature

Date

#### 6. Agreement, declaration and signature for Life Protection Plans acquired through

I agree and declare that:

- I have read 'The Duty to Take Reasonable Care Not to Make a Misrepresentation' contained in the **information sheet**.  
I have kept this in mind when completing this application.
- To the best of my knowledge, information and belief, the information provided in this application is accurate and complete. I understand that if I do not comply with The Duty to Take Reasonable Care Not to Make a Misrepresentation and if information provided is not complete or accurate, the insurance might be cancelled or the terms may be altered by Resolution Life.
- I acknowledge that any special conditions, loadings or exclusions on my superannuation insurance plan will continue to apply.
- I authorise any employer or any insurer to disclose, and for Resolution Life to collect, full details of my work, insurance or pastime history. I understand that, under Government Privacy legislation, I may access a copy of this information from Resolution Life.
- The relevant insured person is not eligible to make (nor has made) a Terminal Illness, Total and Permanent Disablement (TPD) or Trauma claim under any insurance plan held by us
- If the premiums on my plan are currently paid via a direct debit arrangement, I authorise Resolution Life to deduct the new premium amount.
- I understand that premiums in relation to this increase will be based on the relevant insured's age and the premium rates that apply at the time the application is processed.

## 6. Agreement, declaration and signature for Life Protection Plans acquired through superannuation (continued)

### Insured person

Name

Signature

Date

## 7. Checklist

- ☐ Have you read and understood the enclosed **information sheet**?
- ☐ Have you completed all relevant sections of this form (including selecting the event on which this request is based)?
- ☐ Have you provided the appropriate documentary evidence required (ie evidence of event)?  
**Note:** Refer to the enclosed **information sheet** for a list of eligible events and the evidence required.
- ☐ Have you signed and dated the form where indicated in section 5 or 6?

### Where to send this form

Mail or email the completed form to:

Resolution Life Customer Service  
GPO Box 5441  
Sydney NSW 2001

**Any questions?**  
133 731

[askus@resolutionlife.com.au](mailto:askus@resolutionlife.com.au)