

# Electronic Lodgement Authority Form for Increases and Alterations

## Information sheet

Use this form if an application for an increase or alteration to **Firstcare- Lifetime Protection** is being lodged electronically.

Don't use this form if **Equity Trustees Superannuation Limited (ETSL)** is the plan owner.

You can't electronically lodge increases under the **Guaranteed Future Insurability feature** or the **Business Safeguardoption**, as written evidence must be submitted to support eligibility for these increases.

## 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.

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

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

## 1. Plan owner authority and declaration

**I acknowledge and declare that:**

- I have received the current **Firstcare- Lifetime Protection Product Disclosure Statement (PDS)** and understand that the **PDS** is an important document that I should consider before deciding to apply for an increase in, or an alteration to, cover. I
- have read and understood the section entitled 'The Duty to Take Reasonable Care Not to Make a Misrepresentation' in the **Information sheet**, and understand that any cover issued by the insurer will be based on the answers I provide to questions in this form and any other questions that are asked before the insurer advises me in writing that it has issued a policy. I understand that if the questions are not answered truthfully, accurately and completely the insurance I have applied for may be avoided (treated as if it never existed) or altered and if I have made a claim under the insurance it may not be payable or be reduced. If someone has assisted me to complete this form (such as my financial adviser) I have checked every answer (and if necessary made corrections) before this form is submitted, and
- I have read the privacy information in the **Information sheet** and I agree to the various uses and exchanges of my personal information as set out in that section.
- I authorise my financial adviser to lodge my application to alter or increase my insurance cover (**insurance application**) electronically.
- I understand that when providing information to my adviser in relation to my insurance application (and when my adviser lodges my application), he/she is acting on my behalf (and not on behalf of Resolution Life). Resolution Life may assume that the information my adviser provides to Resolution Life is an accurate and complete record of the information I provided to my adviser.
- I understand that my insurance application is subject to acceptance by Resolution Life and that the increase in, or an alteration to, cover does not start until Resolution Life notifies me in writing.
- I understand that if my application is accepted, I will be provided with a notice confirming the change to my cover (**notice**). I undertake to check the accuracy and completeness of the information in the notice and notify Resolution Life immediately if any of the information is inaccurate or incomplete.

## 1. Plan owner authority and declaration (continued)

Plan owner 1 name

Plan owner 1 signature

Date

Plan owner 2 name

Plan owner 2 signature

Date

## 2. Insured person authority and declaration

**I acknowledge and declare that:**

- I have read and understood the section entitled 'The Duty to Take Reasonable Care Not to Make a Misrepresentation' in the **Information sheet**, and understand that any cover issued by the insurer will be based on the answers I provide to questions in this form and any other questions that are asked before the insurer advises me in writing that it has issued a policy. I understand that if the questions are not answered truthfully, accurately and completely the insurance I have applied for may be avoided (treated as if it never existed) or altered and if I have made a claim under the insurance it may not be payable or be reduced. If someone has assisted me to complete this form (such as my financial adviser) I have checked every answer (and if necessary made corrections) before this form is submitted, and
- I have read the privacy information in the **Information sheet** and I agree to the various uses and exchanges of my personal information as set out in that section.

## 2. Insured person authority and declaration (continued)

- I understand that if the application for increase/alteration to insurance is accepted, I will be provided with a paper copy of the **risk insurance personal statement**. I undertake to check the accuracy and completeness of the information in the risk insurance personal statement and notify Resolution Life immediately if any of the information is inaccurate or incomplete.
- I consent to Resolution Life and/or their health screening provider to 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, financial adviser or other relevant party.

### Electronic lodgement authority

- I authorise my adviser to lodge my risk insurance personal statement for Firstcare- Lifetime Protection electronically.
- I understand that the answers I provide to my adviser in relation to the risk insurance personal statement for Firstcare- Lifetime Protection must be accurate and complete and I must tell Resolution Life if any of my answers become inaccurate or incomplete before my application for insurance is accepted.
- I understand that when providing information to my adviser in relation to my risk insurance personal statement for Firstcare- Lifetime Protection (and when my adviser lodges my risk insurance personal statement), he/she is acting on my behalf (and not on behalf of Resolution Life). Resolution Life may assume that the information my adviser provides to Resolution Life is an accurate and complete record of the information provided by me to my adviser.

Insured person name

Insured person signature

Date

## 3. Adviser use only

Checklist:

- ☐ **Section 1** has been signed and dated by the plan owner(s).
- ☐ **Section 2** has been signed and dated by the insured person.
- ☐ I understand that when collecting information for my client and lodging an application for insurance with Resolution Life, I am acting on behalf of my client.
- ☐ I will keep this form as a file note on the client file and provide a copy to Resolution Life on request.

Adviser name

Plan number