

# Review of Health Exclusion Application

## Information sheet

### When to use this form

Use this form to apply to review your existing health exclusion on your Resolution Elevate insurance plan.

### Important information for applicants

! Please read these instructions carefully before starting this application.

Before you sign this application form, be aware that as this application is for an alteration to an existing plan, the current product disclosure statement may not be relevant. Please refer to your Plan Document for the terms and conditions of your plan. This information will help you to understand the product and to decide whether it is appropriate to your needs.

In this application form, 'you' refers to the Plan owner or the person insured under the plan, as indicated. 'We' refers to the underwriter, Resolution Life Limited. This applies except where declarations are signed in this application, in which case, 'I/we' refers to the proposed Plan owner or the person insured, as indicated.

### We rely on what you tell us

Before we decide to issue a plan, we need to know exactly what the risk is that we are to insure and how likely you would be to make a claim.

### 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 financial 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 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 financial 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 financial 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, financial 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](http://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).

# Personal Statement

This form is to be used for the review of health exclusions only on Resolution Elevate life, total and permanent disability, trauma and income insurances.

**In addition to completing this form, you also need to complete the relevant questionnaire(s) required for the review of the health exclusion(s).**

## 1. Personal details

Plan number	Name of Person to be insured
<input type="text"/>	<input type="text"/>
Policy number	Commencement date of policy
<input type="text"/>	<input type="text" value="DDMMYYYY"/>
Name of exclusion to be reviewed	
<input type="text"/>	

## Contact details for Person insured

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

Daytime number	Hours you can be contacted
<input type="text"/>	<input type="text"/>
After hours number	Hours you can be contacted
<input type="text"/>	<input type="text"/>
Mobile number	Hours you can be contacted
<input type="text"/>	<input type="text"/>
Email address	
<input type="text"/>	

## 2. Insurance details

a. 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

If 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. Insurance details (continued)

- b. 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

If yes, please provide full details including reason, date, company name and type of cover:


- c. In the last five years have you, or do you intend in the next 12 months, to claim unemployment benefits?  No  Yes

If yes, please provide details:

Benefit type

Date

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D	D	M	M	Y	Y	Y	Y
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- d. Have you ever, or do you intend to claim benefits under any insurance plan, government scheme, armed forces, pension or allowance, or court  No  Yes

proceedings? If yes, please provide details:

**Company/benefit type**

**Reason**

**Benefit amount (\$)**

**Date**

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

## 3. Personal habits

- e. Do you smoke or have you smoked in the last 12 months? (including e-cigarettes and nicotine replacement products)  No  Yes

- f. How many standard drinks containing alcohol do you consume per week on average? (standard drink = 1 nip spirits, 100ml wine, 10oz/250ml beer)

standard glasses per week

- g. Have you ever used cocaine, marijuana, ecstasy, heroin or any other recreational drugs, or drugs not prescribed by a doctor? (You do not need to tell us about any paracetamol, anti-histamines or any other over-the-counter medication)

No  Yes

If yes, please give details, including the type of drug and the date(s) used:

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## 4. Sports and pastimes details

- h. Have you in the last 12 months, do you currently, or do you intend to engage in any hazardous pursuit or pastime (eg motor racing in any form including trail bike and quad bike riding, underwater diving, rock climbing, sky diving, hang gliding, aviation other than as a fare paying passenger etc)?  No  Yes

## 5. Your health

- i. What is your: Height  Weight

- j. Since the date that this insurance commenced (other than for colds, flu or the contraceptive pill), have you:

- i. attended a doctor, medical centre or health professional for any reason?  No  Yes
- ii. been prescribed, used or has your doctor suggested you should take any medication?  No  Yes
- iii. had a tumour, growth, cyst, skin lesion or breast lump (even if you have not seen a doctor)?  No  Yes
- iv. been admitted to hospital or required surgery?  No  Yes

- k. During the last five years have you suffered from, experienced symptoms of or received medical advice, counselling or treatment for:

- i. anxiety, adjustment, depressive or mood disorders or any other mental health disorder?  No  Yes
- ii. stress related difficulties?  No  Yes
- iii. chronic fatigue or chronic pain syndrome?  No  Yes
- iv. gout, arthritis, repetitive strain injury, or pain, injury or disorder of the back, neck, joints or muscles?  No  Yes

- l. Irrespective of your answers to the above, has it been suggested to you, or have you contemplated seeking any medical advice, investigation, follow-up of a previously diagnosed condition or treatment including surgery either in Australia or overseas?  No  Yes



## 8. Declaration, consent and signatures

### Declaration and consent

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
- 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.

### Medical and financial 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 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.

### Signature

Name

Signature

Date

### Where to send this form

Mail or email this completed form (and any supporting documents) to:

Resolution Life Customer Service  
GPO Box 5441  
Sydney NSW 2001  
askus@resolutionlife.com.au

**Any questions?**  
133 731