

Back or Neck Questionnaire

Information sheet

When to use this form

Use this form to provide Resolution Life with specific information about your back or neck which may assist us when assessing your application for insurance.

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](https://www.cali.org.au/life-code).

Your privacy

We may collect personal information directly from you or from 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*.

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 collect and use any of your personal information, including sensitive information, collected and held by the Resolution Life Group if you authorise us to do so.

We may also use this information for related purposes—for example, enhancing customer service, 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. Please contact us if you do not want your personal information used for direct marketing purposes.

Sensitive information

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 this type of health information to:

- your financial adviser or broker (if any)
- the Trustee or other members of the Resolution Life Group
- the owner of the plan (if applicable)
- Resolution Life's reinsurers
- 'doctors'
- 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 their 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 Resolution Life deals with such complaints. The Resolution Life privacy policy can be obtained online at resolutionlife.com.au or by calling our Customer Service Centre on 133 731.

Please keep this information sheet for your records—
don't return it with your completed forms

Back or Neck Questionnaire

Use this form to provide Resolution Life with specific information about your back or neck which may assist us when assessing your application for insurance.

! Please complete one questionnaire for each event of back or neck pain/disorder you've had (eg if you've an injury to the lower back and a separate episode that affected your neck, please complete one questionnaire for each event).

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

1. Insured person's

Account/Plan number Requestat ID (if applicable)

Product type

Title Date of birth

Surname

Given name(s)

Gender Male Female

Residential address

Suburb State Postcode

Contact phone number Mobile number

Email address

By providing your email address, you consent to receiving all future communications, including information about products and services offered by Resolution Life, to the above email address.*

Address for communications

Please cross if same as residential address.

Address

Suburb State Postcode

2. Back or neck questionnaire

a. Was a diagnosis given for your back or neck pain/disorder?
 No
 Yes—please provide details:

b. What part(s) of the back were or are affected (select all that apply)?
 Neck
 Middle back
 Lower back

c. Please cross the applicable box/boxes below if you've experienced any of the following (select all that apply):
 Radiation or spread of pain down either the leg or arm (including shooting, stabbing or burning pain)
 Loss of feeling
 Loss of strength
 Pins and needles
 Please provide details if you crossed any of the above:

d. (i) When did you first have symptoms?
 Date

(ii) When was the last time you had symptoms?
 Date

* We may use or disclose your personal information to contact you for purposes relating to the administration, operation and management of your policies with us. We may also send you information about products and services offered by Resolution Life. You may opt out of receiving direct electronic marketing communications from us at any time.

2. Back or neck questionnaire (continued)

(iii) How often have you had symptoms (eg once only, monthly, yearly, twice in the last 10 years, ongoing)?

(iv) When you have symptoms how long do they last (eg a couple of hours, 1 day, 2 weeks, ongoing)?

e. When you have pain, how would you rate your pain? (0 being no pain and 5 being the worst pain you've ever felt)

0 1 2 3 4 5

f. (i) Do you know the cause of your pain?

- No—go to question g.
 Yes—go to the next question.

(ii) What do you think was the cause of your pain (select all that apply)?

- Work Sport
 Other Unknown

Please provide details if you've selected any of the above:

g. (i) Has the pain/disorder ever required you to take time off work?

- No
 Yes—please provide details of the total number of days or weeks that you've had off work:

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(ii) As a result of your pain/disorder have you been advised or did you:

- have to reduce the number of hours you worked,
- change your duties or occupation?

- No
 Yes—please provide details:

2. Back or neck questionnaire (continued)

(iii) Complete the following question if you answered 'yes' to questions g. (i) and/or g. (ii):

Which statements apply to you (select all that apply)?

I had time off work or restricted hours or duties because:

- My work aggravated my pain
 My work is too heavy for me
 I think my work may cause further injury or pain
 Other—please advise:

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Please provide details if you selected any of the above:

h. (i) Were you able to carry out daily activities such as washing, dressing, sleeping, lifting, reading, housework, driving, exercising or playing sport?

- No—provide details:

- Yes

(ii) Did the pain/disorder ever affect your relationships, ability to socialise with friends or family?

- No
 Yes—provide details:

2. Back or neck questionnaire (continued)

i. Have you ever had investigations such as an X-ray, CT Scan or MRI for this pain/disorder?

- No
 Yes—provide details in the table below:

Date	Investigation	Results ¹	Part of body (eg shoulder)

¹ Please attach a copy of any reports that you may have in your possession.

j. (i) Have you ever been treated for this pain/disorder by a General Practitioner, Osteopath, Physiotherapist, Chiropractor, Specialist or any other alternative health practitioner?

- No
 Yes—provide details in the table below:

Field of practice eg Surgeon, Osteopath etc.	Name	Address	Date of last consultation

(ii) Have you ever received any treatment for this pain/disorder (eg medication, surgery or injections)?

- No
 Yes—provide details in the table below:

Type of treatment	Name of medication (if applicable)	Dosage/frequency of treatment	Date treatment started	Date treatment ceased

k. Are any tests, surgery or treatment planned or scheduled in the future?

- No
 Yes—provide details below:

3. Declaration and signature

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.

Name

Signature

Date

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

Any questions?
133 731