

# Insurance Reinstatement Application



## About this application

The life insurance policy being applied for with this application is a consumer insurance contract within the meaning of the Insurance Contracts Act 1984 (Cth). When you apply for life insurance, we conduct 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.

## Duty to take reasonable care

Before you enter into a life insurance contract, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

This duty applies to a new contract of insurance and also applies when extending or making changes to existing insurance, and reinstating insurance.

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## If you do not meet your duty

If you do not meet your legal duty, this can have serious impacts on your insurance. There are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). These are intended to put us in the position we would have been in if the duty had been met.

Your cover could be avoided (treated as if it never existed), or its terms may be varied. 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.

Before we exercise any of these remedies, we will explain our reasons and what you can do if you disagree.

## Guidance for answering our questions

You are responsible for the information provided to us. 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.
- Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it.
- Review your application carefully before it is submitted. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections) 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.

## If you need help

It's important that you understand this information and the questions we ask. Ask us or a person you trust, such as your adviser for help if you have difficulty understanding the process of buying insurance or answering our questions.

If you're having difficulty due to a disability, understanding English or for any other reason, we're here to help. If you want, you can have a support person you trust with you.

## Notifying the insurer

If, after the cover starts, you think you may not have met your duty, please contact us immediately and we'll let you know whether it has any impact on the cover.

If your cover ceased due to you not having sufficient funds in your account to meet the next premium that falls due, due to your account being inactive for 16 consecutive months, or due to the 'Putting Members' Interest First reforms'. You can request your insurance cover to be reinstated from the date your cover ceased provided you meet the following conditions:

- You must satisfactorily complete and return this form to Freedom of Choice within 60 calendar days of the date your cover ceased, and
- Your account balance must be sufficient to pay the premium owed for your reinstated cover within 60 calendar days of the date your cover ceased, and

Since your cover ceased you must have continued to remain eligible for cover, including being an Australian Resident and for income protection cover you must be employed by a participating employer on a permanent basis for at least 15 hours or more per week, and

- You must never have been paid a total and permanent disablement benefit or terminal illness benefit from any superannuation fund or insurance policy, never sought medical advice for a condition that would entitle you to apply for or receive a total and permanent disablement benefit, and never been diagnosed with a terminal illness.

If you are not actively performing all of the normal duties and normal hours of your regular occupation for your employer without restriction by any injury or illness on the date Freedom of Choice receives this form, your reinstated cover will be provided as New Events Cover. This means you will only be covered for an Illness or an Injury that first occurs on or after the date your cover is reinstated until you are capable of performing all of the

normal duties and normal hours of your regular occupation for at least 35 hours per week (whether or not you are actually working those hours), without restriction by any illness or injury, for your employer for 30 consecutive days. The same restrictions, conditions, exclusions or premium loadings that applied to your insurance cover immediately prior to the date it ceased will continue to apply to your reinstated cover. Where the above requirements have not been met, or cover ceased for any other reason, reinstatement will not apply and you will need to reapply for cover through underwriting by initially completing a new Insurance Cover Application Form available at [www.freedomofchoice.com.au](http://www.freedomofchoice.com.au).

## Section 1: MEMBER DETAILS

Membership No.:			
Full Name:			
Date of Birth:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Smoker: <input type="checkbox"/> No <input type="checkbox"/> Yes
Residential Address:			
Suburb:		State: <input type="text"/>	Postcode: <input type="text"/>
Phone (H/W/M):		Most convenient time to call:	<input type="checkbox"/> am <input type="checkbox"/> pm
Email Address:			
Occupation:		Annual Salary (pre-tax):	<input type="text"/>

## Section 2: ELECTION

- ☐ I elect to maintain all my insurance cover in Freedom of Choice even if:
- my account becomes inactive for 16 continuous months; and/or
  - my account has a balance of less than \$6,000; and/or
  - I am under 25 years old

## Section 3: PRIVACY

Your privacy is important to AIA Australia. By becoming a member, or otherwise interacting or continuing your relationship with AIA Australia directly or via a representative or intermediary, you confirm that you agree and consent to the collection, use (including holding and storage), disclosure and handling of personal and sensitive information in the manner described in the AIA Australia Group Privacy Policy on AIA Australia's website (<http://www.aia.com.au/en/privacy-statement/privacy-statement>) as updated from time to time (AIA Australia Group Privacy Policy).

## Section 4: DECLARATION

### I acknowledge that:

- a. I have read, carefully considered and have understood this form.
- b. The information I have given on this Form and any accompanying information is true and correct, and I have not withheld any information that may affect the decision of AIA Australia Limited (ABN 79 004 837 861) (insurer) as to whether or not to reinstate my cover.
- c. I have never been paid a total and permanent disablement benefit or terminal illness benefit from any superannuation fund or insurance policy, never sought medical advice for a condition that would entitle me to apply for or receive a total and permanent disablement benefit, and have never been diagnosed with a terminal illness.
- d. AIA Australia may undertake appropriate inquiry and investigation to verify the answers I have provided. These inquiries and investigations may be made at any time including, but not limited to, when the insurer is considering this application or at the time of a claim
- e. I have read and consent to the handling, collection, use and disclosure of my personal and sensitive information in the manner described in the Privacy section of this form and the AIA Australia Privacy Policy available at [www.aia.com.au](http://www.aia.com.au) as updated from time to time, including the exchange with third parties located in Australia and overseas. I agree that any personal and sensitive information AIA Australia holds will be governed by the most current Privacy Policy on AIA Australia's website.

Signature:

Date: