

Bankruptcy questionnaire

We respect your privacy and handle your information in accordance with our Privacy Policy, please refer to the Privacy link on our homepage acenda.com.au

Application number

Policy number

Policy number

Policy number

Name of Life to be Insured/Life Insured

Your policy or the policy you are applying for is a consumer insurance contract and the duty below applies to you.

Your duty to take reasonable care not to make a misrepresentation

About this application and your duty

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.

The duty to take reasonable care

When applying for insurance, there is 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.

The duty also applies when extending or making changes to existing insurance, and reinstating insurance.

If you do not meet your duty

If you do not meet your legal duty, 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.

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 about any question, we are here to help and you can contact us,
- 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, and
- you must not assume that we will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts. The duty applies when you answer questions in your application and whenever we obtain more information from you.



Insurance is issued by Nippon Life Insurance Australia and New Zealand Limited ABN 90 000 000 402 AFSL 230694 (the Insurer). The Insurer is part of the Nippon Life Group. Any reference to 'Acenda', 'we', 'us' and 'our' means the Insurer.

If you need help

It's important that you understand this information and the questions we ask. Ask us or your adviser for help if you need help 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 and can provide additional support for anyone who might need it. If you want, you can have a support person you trust with you.

What can we do if the duty is not met?

If the person who answers our questions does not take reasonable care not to make a misrepresentation, 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.

For example we may:

- avoid the cover (treat it as if it never existed);
- vary the amount of the cover; or
- vary the terms of the cover.

Whether we 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;
- what we would have done if the duty had been met – for example, whether we 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 explain our reasons, how to respond and provide further information, including what you can do if you disagree.

Bankruptcy questions

1. Which of the following statements best describes your situation? Please tick all that apply in sections A, B, and C

A. I have, or a business I have been associated with has, been:

- Bankrupt ☐ Go to question 4.
- In receivership/liquidation ☐ Go to question 4.
- Under administration ☐ Go to question 4.
- Under a debt agreement (Part 9) ☐ Go to question 4.

B. I intend to become

- Bankrupt ☐ Go to question 7.
- In receivership/liquidation ☐ Go to question 7.
- Under administration ☐ Go to question 7.
- Under a debt agreement (Part 9) ☐ Go to question 7.

C. My current place of employment is:

- Insolvent ☐
- Under administration ☐

2. Are you in the process of securing, or have you already secured, another position?

Yes ☐

No ☐

3. Is this role the same, or similar, to your current job?

Yes ☐

No ☐ Please give full details

4. When did the bankruptcy, liquidation, receivership, administration or debt agreement occur? (DD/MM/YYYY)

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5. What was the level of debt incurred at the time?

6. Have you been released from the legal and financial obligations relating to the bankruptcy, receivership, administration or liquidation?

Yes ☐ Please provide details in the box

No ☐

7. Please advise the date you, or your company, were discharged from bankruptcy, liquidation, receivership or administration. (DD/MM/YYYY)

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8. What is/was the name, address and the nature of the business?

Name of business

Web Address

Unit number

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Street number

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Street name

Suburb

State

--	--	--

Postcode

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Country

Nature of business

9. What is/was your involvement in the business?

10. Do you or did you have any legal and financial obligations relating to the bankruptcy, receivership, administration or liquidation?

Yes ☐

No ☐ Please provide full details

11. Do you give permission for the Insurer to contact your accountant?

Yes ☐ Please provide details

Name

Unit number

Street number

Street name

Suburb

State

Postcode

Country

Email

No ☐

12. Is there any other information that will help us to assess this application?

Yes ☐ Please provide details in the box

No ☐

Declaration and Authority

I understand and agree that:

- I have read and understand the duty to take reasonable care not to make a misrepresentation
- the answers to the questions above are true and complete
- if any answers to the questions are not in my own handwriting, I certify that I have checked them and they are correct
- I consent to notices relating to my application to be sent to the email address or the mobile number provided by me and I acknowledge that my personal and sensitive information may be sent to that email address, and
- I have read the notification in this form about how Acenda collects, uses, stores, and discloses my personal information and I consent to Acenda and/or its appointed medical service partners collecting any health information provided in this form.

Signature of the Life to be Insured/Life Insured

X

Date (DD/MM/YY)

A notification about your privacy

Acenda is bound by the Privacy Act 1988 (Cth). Before providing us with any personal information, you should read the below information about your privacy.

We collect, use, store and disclose personal information, including sensitive information (such as health information) when required, about you in order to comply with our legal obligations and in order to provide you with insurance (eg changing your insurance cover or paying a claim).

For the purpose of providing you with insurance, we will disclose this information to your adviser if you have one (and the licensed dealer or broker he or she represents), affiliates of Acenda, to other insurers and reinsurers, to our agents, contractors, service providers and administrators, medical service partners (eg medical practitioners, health practitioners), legal representatives and other consultants, and where we are required or permitted to by law. By signing this form, you will be consenting to us, and those other organisations and professionals acting on our behalf, to collecting, and disclosing as required, the sensitive information for this purpose.

Acenda may obtain information from government offices and third parties for the purposes of providing you with insurance.

For further information about Acenda's Privacy Policy, which includes more details about how we collect, use, store and disclose your personal information, a list of countries in which recipients of your information are likely to be located, details of how you can access or correct the information we hold about you or make a complaint, please refer to the Privacy link on our homepage – **acenda.com.au** contact us by telephone on **13 65 25** or email us at **enquiries.retail@acenda.com.au**

Send us your form

Please return your completed, signed and dated form to:

Acenda - Operations

PO Box 23455

Docklands VIC 3008

Email: enquiries.retail@acenda.com.au

If you have any questions, please contact your financial adviser or call us on **13 65 25** Monday to Friday.