

Cover Bounce-back early-exit declaration

Acenda Insurance
Personal Protection Portfolio
Protectionfirst

Only required for policy owners applying to finish the Suspension Period early

Important information

Before these Health Questions can be completed to apply to cease the Cover Bounce-back and finish the Suspension Period early, it is important that you read the terms, as set out in your Policy Document. Please contact us if you need a copy of the Policy Terms.

We also recommend you speak with your adviser before these Health Questions are completed.

In this form:

Suspended Amount means the amount, being a portion of the sum insured, that we agree is temporarily deducted from the sum insured for the relevant insurance.

Suspension Period means the agreed period of time that a Suspended Amount applies to the relevant insurance.

Remaining Amount means the balance of the sum insured, after deduction of the Suspended Amount, that applies to the relevant insurance during the Suspension Period.

Restored Amount means the Suspended Amount, either in full or the agreed portion, that is added back to the sum insured at the end of the Suspension Period.

Your duty to take reasonable care not to make a misrepresentation

Your policy is a consumer insurance contract, and the duty below applies to you.

About this form and your duty

When you apply to end the Cover Bounce-back early, we conduct a process called underwriting. It's how we decide whether we can cover the Suspended Amount, and if so on what terms and at what cost.

We will ask questions about health and medical history. The information you give us in response to our questions is vital to our decision.

The duty to take reasonable care

You have a legal duty to take reasonable care not to make a misrepresentation. 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 when 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. The Suspended Amount 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 for the Suspended Amount.

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 we reinstate the Suspended Amount to your insurance. The duty applies when you answer questions in this form and whenever we obtain more information from 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.

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 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 and can provide additional support for anyone who might need it. If you want, you can have a support person you trust with you.

Section 1 Life Insured – Adult – all benefits

Tip: We do not need to know about colds, flu or minor viral illnesses that were short, isolated occurrences of medications for these conditions unless you have not made a full recovery.

1. Since the commencement of the Cover Bounce-back feature have you

- a) experienced any new symptoms or had an injury and you have seen or intend to see a health professional ☐ Yes ☐ No
- b) required tests or investigations for a new condition or new symptoms ☐ Yes ☐ No
- c) been referred for, or had surgery or an operation ☐ Yes ☐ No

If you have answered yes to any of the above questions please provide details.

2. Do you currently have an illness or injury that

- a) stops or restricts you from being able to fully perform your usual work activities and hours ☐ Yes ☐ No
- b) you are eligible to, or intend to make a claim ☐ Yes ☐ No

If you have answered yes to any of the above questions please provide details.

Section 2 Child(ren) for Child Critical Illness insurance (Acenda Insurance and Protectionfirst only)

Please complete this section only if you have Suspended Amounts on your Child Critical Illness insurance(s):

1. Since the commencement of the Cover Bounce-back feature has your child:

- a) experienced any new symptoms or had an injury and you have seen or intend to see a health professional* ☐ Yes ☐ No
- b) required tests or investigations for a new condition or new symptoms* ☐ Yes ☐ No
- c) been referred for, or had surgery or an operation* ☐ Yes ☐ No
- d) had treatment or taken medication* ☐ Yes ☐ No

*We do not need to know about:

- Colds, flu or minor viral illnesses that were short, isolated occurrences of medications for these conditions unless they have not made a full recovery
- Childhood illnesses such as chicken pox, measles, mumps, tonsillitis or tonsillectomy, appendicitis or appendectomy, unless they have not made a full recovery
- Broken bones that have healed

If you have answered yes to any of the above questions please provide details.

Section 3 Life Insured and Policy Owner details

Life Insured 1

First name	Last name	Policy number

Life Insured 2

First name	Last name	Policy number

Policy Owner 1 (if different from the Life Insured)

First name	Last name	Policy number

Policy Owner 2 (if different from the Life Insured)

First name	Last name	Policy number

No Liability Terms

No benefit shall be payable for any death, disability, sickness, injury, critical illness event (including partial critical illness event and child support benefit conditions) or any other insured event for which a benefit would ordinarily be payable where it:

- first occurs during the Suspension Period; or
- arises from or is related to an injury, sickness, condition or symptom that first occurs during the Suspension Period which the Life insured:
 - was aware of, or a reasonable person in the Life Insured's position would have been aware of; or
 - sought advice or treatment from a registered medical practitioner or other health professional during the Suspension Period (or a reasonable person in the Life Insured's position would have sought such advice or treatment).

That these Terms will continue to apply to the Restored Amount for the entire duration of the insurance. That they will continue to apply to the equivalent amount of the Restored Amount if I/we transfer the insurance to another Acenda policy for the entire duration of the insurance on the other Acenda policy.

Section 4 Declarations

For completion by each Policy Owner

Each Policy Owner, makes the following declarations in respect of this application:

1. I acknowledge that I have been advised to speak with a Financial Adviser before ending the Suspension Period and have either done so or chosen to proceed without advice.
3. I have read and understand the duty to take reasonable care not to make a misrepresentation.
4. The information provided in this form is true and complete.
5. I understand that the Suspension Period on my insurance will only end once Acenda has accepted this application.
6. I understand that if I direct only part or none of the Suspended Amount be restored, my direction will be binding and cannot be amended 30 days after the end of the Suspension Period.
7. I understand that any loadings or exclusions that applied to the cover prior to the Suspension Period will continue to apply to the Restored Amount.
8. I understand that no claim can ever be paid on the Restored Amount for an insured event that first occurs, arises from or is related to an insured event first occurring, during the Suspension Period.

Policy Owner 1 – Signature

	Date (DD/MM/YYYY)									
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Policy Owner 2 – Signature

	Date (DD/MM/YYYY)									
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Note: All Policy Owners must sign. If a Policy is owned by a Company then, it must be signed by two directors or a director and company secretary. Or one director for a sole director company. If individual trustees, then all trustees must sign.

For completion by each Life Insured

Each Life Insured who is not also a policy owner makes the following declaration:

1. I have read and understand the duty to take reasonable care not to make a misrepresentation.
2. The information provided in this form is true and complete.

Life Insured 1 – Signature (if different from the policy owner)

	Date (DD/MM/YYYY)									
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Life Insured 2 – Signature (if different from the policy owner)

	Date (DD/MM/YYYY)									
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Send us your form

Please return your completed, signed and dated form to:

Mail

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**, 8.30am to 6pm (AEST/AEDT), Monday to Friday.

Important: If you tick yes to any Health Questions boxes in Sections 1 & 2, we may not be able to end the Suspension Period early. We will be in contact shortly to discuss your options.