

# CONFIDENTIAL

## APPLICATION FOR REINSTATEMENT



### Policy Owner Details

Member Number	
Title	
Surname	
First Name	
Other Name(s)	
Date Of Birth	
Residential Address:	Postcode:

Hereby make application for the reinstatement of this policy which has been cancelled

### Your Duty to Take Reasonable Care

*In this section, 'you' (and 'your') means the life to be insured (or the life insured, as the case may be) and also to the applicant for insurance, if the applicant is a different person to the life to be insured / life insured.*

Before entering into a contract with us for your insurance cover, you have a legal duty to take reasonable care not to make a misrepresentation to us before we issue your cover. 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 not only to new applications for insurance, but also when you are extending or amending existing insurance and when you are reinstating insurance, up until your application, amendment or reinstatement is submitted and accepted by us. If someone assists you to make this application, you are responsible for the information they give to us.

Please keep in mind that we may investigate whether the answers and information given to us was true (including following a claim being made).

### If you do not meet your 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. The terms of your insurance may be changed, of your cover could even be avoided altogether (treated as if it never existed). This may also result in a claim being declined or a benefit being reduced. Please make sure you read the section What can we do if the duty is not met? which appears below, carefully.

### Guidance for answering our questions

Keep in mind that you are responsible for the information provided to us, including information provided in response to any questions we ask during the application process or when you make changes to your insurance or reinstate your insurance.

When answering our questions, please:

- Think carefully about each question before you answer. If you are unsure about 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.

## **CONFIDENTIAL**

### **APPLICATION FOR REINSTATEMENT**



- Review your application carefully before it is submitted. If someone else helped prepare your application, please check every answer (and if necessary, make any corrections) before the application is submitted.

#### **Changes before your cover starts**

Before your cover starts (or before insurance cover is extended, changed or reinstated), 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.

#### **What can we do if the duty is not met?**

If you do not take reasonable care not to make a misrepresentation, there are different remedies which may be available to us. We may exercise our rights (under the Benefit Fund Rules and/or otherwise available to us legally) to put us in the position we would have been in if you had met your duty.

Failure to meet your duty to take reasonable care may result in the following:

If you fail to comply with your duty and we would not have entered into the insurance contract if you had told us, we may cancel your insurance cover within three years of entering into it.

#### **If you do not meet your 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. The terms of your insurance may be changed, or your cover could even be avoided altogether (treated as if it never existed). This may also result in a claim being declined or a benefit being reduced. Please make sure you read the section What can we do if the duty is not met? which appears below, carefully.

If we choose not to cancel your insurance cover, we may elect to vary your insurance cover at any time by:

- Reducing the amount of your cover. This would be worked out using a formula that takes into account the premium that would have been paid if you had met your duty to take reasonable care not to make a misrepresentation (for any Death Benefit under Life Insurance, we may only reduce your cover amount within three years of the commencement date of your cover).
- Varying the terms of your insurance cover in a way that places us in the same position we would have been in if you had met your duty to take reasonable care not to make a misrepresentation.

If your failure to meet your duty is fraudulent, we may refuse to pay a claim and cancel your insurance cover or any part of it, irrespective of the type of cover, at any time.

*Please note that a failure by the life insured (or the life to be insured, as the case may be) to meet the duty will be treated as a failure by the applicant (if a different person to the life to be insured / life insured to comply with their duty).*

Whether we can exercise any of these rights depends on a number of factors, including:

- Whether the person who answered our questions took reasonable care not to make a misrepresentation, depending on all the relevant circumstances;
- Whether the misrepresentation or the failure to meet the duty was fraudulent; and
- In some cases, how long it has been since the cover started.

It may also depend on what we would have done, had the duty been met (for example, whether we would have offered cover; and if so, on what terms).

Before we exercise any of the rights described above, we will explain our reasons, how you can respond or provide further information, and what you can do if you disagree.

## CONFIDENTIAL

### DECLARATION OF CONTINUED GOOD HEALTH



#### Notifying us

If, once your cover is in place, you think you may not have met your duty, please contact us immediately to let us know.

#### Important - Where your cover is replacing existing cover

Where any new cover issued by NobleOak Life Limited has been granted on the basis of replacing existing life insurance cover held with another life insurance provider, that existing cover must be cancelled immediately on the acceptance of the new NobleOak cover. If the existing cover is not cancelled as was indicated and a claim arises, then the replacement cover issued by NobleOak will be null and void as from the inception date and all premiums paid will be refunded.

#### Declaration

I/We agree that:

- a) The original application form for this policy, as varied by this application and the Statement overleaf, shall form the basis of the contract with NobleOak Life Limited for reinstatement of this policy.
- b) If this policy is reinstated, reinstatement will be based on the truth of the answers made in the Statement overleaf.
- c) NobleOak Life Limited will not pay:
  - (i) for suicide within 13 calendar months from the date of reinstatement; or
  - (ii) critical conditions/trauma benefits; within 3 calendar months from the date of reinstatement.
    - for cancer if first diagnosed,
    - for heart attack, out of hospital cardiac arrest or stroke if first occurred, or
    - for heart surgery events if the disease or condition which the surgery is directed at is first diagnosed,

Please refer to your policy document for further details.

I/We declare that the statements made in this statement are true and complete and agree that they shall form part of the application for insurance and shall be relied upon by NobleOak Life Limited in deciding whether to issue a policy including the premiums and terms to offer.

To the extent that if the answers are not in my/our own handwriting they have been checked by me/us and I/we certify that they are correct to the best of my/our knowledge.

I/We have read and acknowledge the Duty of Disclosure to NobleOak Life Limited and understand that this duty continues to apply until the insurance applied for has been accepted by NobleOak Life Limited. I/We also acknowledge that the Duty of Disclosure will also apply if I/we extend, vary or reinstate a contract of insurance.

Any statements I/we have made on or with an application to another insurer and which I/we have presented to NobleOak Life Limited are intended by me/us as declarations and representations to NobleOak Life Limited and I/we acknowledge that NobleOak Life Limited will use them in assessing this insurance application.

I/We have read and understood the NobleOak Life Limited privacy statement.

I/We consent to NobleOak Life Limited to using my/our personal information for the purposes outlined in that privacy statement and to NobleOak Life Limited disclosing my/our personal information to (and obtaining information from) other parties including the parties mentioned in that statement, for the disclosed purposes.

I/We understand that the insurance application for reinstatement where applied for will not become effective until my/our application is accepted by the insurer in writing.

**CONFIDENTIAL**  
**DECLARATION OF CONTINUED GOOD HEALTH**



Name	
Signature of the Life insured	
Date	

Name	
Signature of the policy owner	
Date	

**Statement of Person to be Insured**

Please provide full details to all questions whether you feel it relevant or not. You have a legal duty to provide full information and failure to comply may affect a future claim.

NOTE: A parent holding a Policy on the life of a child under the age of sixteen may answer the questions in the statement.

**Name of Life insured:**

Title	
Surname	
First Name	
Other Name(s)	
Date Of Birth	

	Yes	No
1. Since the date of your original application have you consulted, been examined or treated by or received advice from any doctor, psychologist, chiropractor, physiotherapist, natural therapist, or any other health care professional, been in a hospital, had an operation or had any tests (including genetic tests), eg. x-ray, ECG, mammogram, pap smear etc?		
2. Do you have any physical impairment or disability or departure from good health or are you taking prescribed medication on a regular basis (other than the contraceptive pill)?		
3. Do you intend to seek any medical examination, advice, treatment, tests or an operation in the future?		

# CONFIDENTIAL

## APPLICATION FOR REINSTATEMENT



If you answered 'Yes' to any of the questions on the previous page, please provide details in the table below:

Question No.	Sickness, Injury or Tests	Test Results	Date Commenced	Time Off Work	Degree of Recovery	Date of Last Symptoms	Treatment Received	Full Name and Address of Doctor or Hospital

4. Height (CM)	
5. Weight (KG)	

6. Please answer the following N.B. If you do not have a regular doctor, answer the following questions with reference to your most recent medical consultation.

Name of your regular doctor/ medical centre			
Address			
Phone Number		Fax Number	
How long have you been a patient of this Doctor		Date of Last Consultation	
Reason for consultation			
Outcome			

**CONFIDENTIAL**  
**APPLICATION FOR REINSTATEMENT**



7. Have you ever smoked tobacco or any other substance in the last 12 months ☐ No: Proceed to question 8  
☐ Yes: Provide details below

Type (eg. Cigarettes)	
Daily quantity?	
How many years?	
Date ceased (If applicable)?	
Other	

8. Are there now any circumstances which would render Insurance on your life more than usually hazardous? (i.e. change of occupation, engaging in aviation, proceeding abroad, etc) ☐ No: Proceed to question 9  
☐ Yes: Provide details below


9. Current Occupation

a. What is your present occupation	
b. Describe your usual duties	
c. What is your annual salary or current earned income before tax but net of business expenses?	<p>Stable income: salary and wages</p> <p>Variable income: bonuses, commissions</p> <p>Ongoing income: interest, dividends</p> <p>Offsets: other benefits you get when you can't work due to illness/injury (ie. another IP policy)</p>

## Confidential

### Direct debit request service agreement

#### 1. Definitions

**1.1** Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**1.2** Agreement means this Direct Debit Request Service Agreement between you and us.

**1.3** Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**1.4** Debit Day means the day that payment by you to us is due.

**1.5** Debit payment means a particular transaction where a debit is made.

**1.6** Direct Debit request means the Direct Debit Request between us and you.

**1.7** "Us" or "we" means NobleOak Services Limited (the Debit User) you have authorised by signing a direct debit request.

**1.8** "You" means the customer who signed the direct debit request.

**1.9** Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

#### 2. Debiting your account

**2.1** By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

**2.2** We will only arrange for funds to be debited from your account as authorised in the direct debit request.

**2.3** If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

#### 3. Changes by us

**3.1** We may vary any details of this agreement or a direct debit request at any time by giving you at least thirty (30) days' written notice.

#### 4. Changes by you

**4.1** Subject to 4.2 and 4.3, you may change the arrangements under a direct debit request by contacting us on the Client Services Enquiry Line on 1300 551 044.

**4.2** If you wish to stop or defer a debit payment, you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in the first instance. You may also contact your financial institution. If you wish to cancel the direct debit request because we have varied the terms of the direct

debit request or this Direct Debit Request Service Agreement, we will allow you to do so without penalty.

**4.3** You may also cancel your authority for us to debit your account at any time by giving us seven (7) days' notice in writing before the next debit day. This notice should be given to us in the first instance. You may also contact your financial institution. If you wish to stop any individual debit because we have varied the terms of the direct debit request or this Direct Debit Request Service Agreement, we will allow you to do so without penalty.

#### 5. Your obligations

**5.1** It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

**5.2** If there are insufficient clear funds in your account to meet a debit payment:

- You may be charged a fee and/or interest by your financial institution.
- You may also incur fees or charges imposed or incurred by us.
- You must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment.

**5.3** You should check your account statement to verify that the amounts debited from your account are correct.

**5.4** If NobleOak Services Limited is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay NobleOak Services Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

#### 6. Dispute

**6.1** If you would like to make a complaint, please contact the NobleOak Client Care team:

- **Phone:** 1300 396 455
- **Email:** [clientcare@nobleoak.com.au](mailto:clientcare@nobleoak.com.au)
- **Online:** [www.nobleoak.com.au/complaints](http://www.nobleoak.com.au/complaints)

**6.2** They will contact you within 1 business day of receiving your complaint and aim to resolve it within 5 business days, and no later than 30 days. Alternatively you can contact your financial institution for assistance.

**6.3** If we are unable to resolve your complaint within the 30-day period, we will inform you of the reason for the delay and provide an expected timeframe for resolution.

**6.4** If you are dissatisfied with the handling or outcome of your complaint, you can escalate it to the Australian



Financial Complaints Authority (AFCA) – a free and independent body.

**AFCA Contact Details:**

- **Website:** [www.afca.org.au](http://www.afca.org.au)
- **Email:** [info@afca.org.au](mailto:info@afca.org.au)
- **Phone:** 1800 931 678 (free call)

## 7. Accounts

### 7.1 You should check with your financial institution:

- Whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- Your account details which you have provided to us are correct by checking them against a recent account statement.
- Before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 8. Confidentiality

**8.1** We will keep any information (including your account details) in your direct debit request confidential.

**8.2** We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

## 9. Notice

**9.1** If you wish to notify us about anything relating to this agreement, you can contact us via:

- **Phone:** 1300 551 044
- **Email:** [enquiry@nobleoak.com.au](mailto:enquiry@nobleoak.com.au)
- **Mail:** NobleOak Services Limited, GPO Box 4793, SYDNEY NSW 2001.



# Confidential

## Direct Debit Request

Request and authority to debit the account named below to pay NobleOak Services Limited.

1. Request and authority to debit		
Policy Number:		
Surname or company name:		
Given names or ACN/ABN/ARBN:		
<p>"You" request and authorise NobleOak Services Limited [User ID Number 246884] to arrange through its own financial institution, for any amount NobleOak Services Limited may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement (and further instructions provided below).</p>		
2. Insert the name and address of the financial institution at which account is held		
Financial institution name:		
Address:		
Suburb:	State:	Postcode:
3. Insert details of account to be debited		
Account name:		
BSB number:	Account number:	
4. Acknowledgement		
<p>By signing this direct debit request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and NobleOak Services Limited as set out in this Request and in your direct debit request service agreement.</p>		
5. Payment details		
Frequency of payment: <input type="checkbox"/> Monthly <input type="checkbox"/> Annually		
6. Insert your signature and address		
Signature:		
(If signing for a company, sign and print full name and capacity for signing e.g. director)		
Address:		
Suburb:	State:	Postcode:
Phone:		
Date:        /        /		



## Confidential

### Credit Card Request

#### Credit Card Payments

NobleOak no longer accepts written credit card authorities for security reasons.

If you wish to pay by credit card, please contact our Client Service team on 1300 551 044 to provide your payment details securely over the phone.

Alternatively, you can log in to your account via the Customer Portal to update your payment information, including credit card and direct debit details.