

CONFIDENTIAL

DECLARATION OF CONTINUED GOOD HEALTH



Use this form if you need to advise NobleOak Life Limited of any changes to your health, occupation or lifestyle activities since your application was submitted. To be completed by the insured person or person to be insured.

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, or your cover could 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.
- 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.

Protected Genetic Information

When answering our questions, you do not need to provide protected genetic information. This includes information about whether you or a genetic relative have undergone, intend to undergo or have been recommended to undergo genetic testing, and information about the results of genetic testing. You must still answer all questions about any medical conditions, diagnoses, signs or symptoms you have experienced. If you voluntarily provide genetic information, we may only use it where the legal requirements for doing so are met.

NobleOak Life Limited ABN 85 087 648 708 AFSL 247302

T 1300 551 044 F 02 9299 7852 E enquiry@nobleoak.com.au M NobleOak Life Limited, GPO 4793, Sydney NSW 2001

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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 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 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.

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.

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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.

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CONFIDENTIAL**DECLARATION OF CONTINUED GOOD HEALTH****Filling in this application**

Please use black ink and mark boxes like this with an X.

1. Insured person or person to be insured details

Member /Application Number	
Title	
Surname	
First Name	
Other Name(s)	
Date Of Birth	

2. Please read this before answering questions 2 to 9

Since the date on which your application for insurance was submitted to NobleOak Life Limited have you had changes to your health? Please read each question and if the answer is 'Yes' provide the details requested.

Have you had any symptoms of illness?

☐

No Go to next question

☐

Yes Provide details below

3. Have you had an injury?☐

No Go to next question

☐

Yes Provide details below

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4. Have you received medical advice from any doctor, undergone any medical examination, tests (excluding genetic testing), received treatment, been in hospital or suffered any physical infirmity?

☐

No *Go to next question*

☐

Yes *Provide details below*

5. Have you had a change in occupation or duties performed?

☐

No *Go to next question*

☐

Yes *Provide details below*

6. Have you engaged in, or intend to engage in, any hazardous activities or pastimes including but not limited to: private aviation, motor sports, SCUBA diving, sailing, body contact sports such as martial arts or football, or any recreations involving heights or underground activities?

☐

No *Go to next question*

☐

Yes *Provide details below*

7. Have you any intention of living or travelling outside Australia or New Zealand?

☐

No *Go to next question*

☐

Yes *Provide details below, including when you are departing, length and purpose of trip and destination.*

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8. Not including this application, has any insurer declined, deferred, accepted with a higher than normal premium or issued a policy with restrictions or exclusions?

☐No *Go to next question*☐Yes *Provide details below*

9. Have you had any other changes in your circumstances, lifestyle or activities not otherwise disclosed?

☐No *Go to next question*☐Yes *Provide details below*

Declaration

I declare that the information supplied is true and correct to the best of my knowledge, and that I have read and understood the duty to take reasonable care.

Name	
Signature of the Life insured / to be insured	
Date	

Medical Authority

I authorise any medical practitioner, hospital, clinic or other person (including any life insurance company or underwriter) to disclose to NobleOak Life Limited full details of my health and medical history. I agree that a photocopy or facsimile of this authority should be considered as effective and valid as the original.

Name	
Signature of the Life insured / to be insured	
Date	