

Declarations Form

OneCare

April 2022

OnePath Life Limited (OnePath Life)

ABN 33 009 657 176 AFSL 238341

OnePath Custodians Pty Limited (OnePath Custodians)

ABN 12 008 508 496 AFSL 238346 RSE L0000673

Customer Services

Phone 133 667

Email client.onepath@zurich.com.au

Website onepath.com.au

Important note: You may wish for OnePath Life to retain a copy of the signed Declarations Form. If so, please send it to us after you have submitted the application via OneCare Express (OCX).

The policy owner's duty to take reasonable care not to make a misrepresentation

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. To meet this duty, each person whose life is to be insured must also take reasonable care not to make such 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 also applies when extending or making changes to existing insurance, and reinstating insurance.

If you do not meet your duty

Not meeting your legal duty 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.

About this application

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can provide cover, 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 personal circumstances, such as health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance of each life to be insured. The information given to us in response to our questions is vital to our decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, the fund trustee passes on your personal information to us. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to the fund trustee.

Guidance for answering our questions

You are responsible for the information provided to us. Each person answering our questions should:

- think carefully about each question before answering. 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. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections).

Changes before your cover starts

Before your cover starts, please tell us about any changes that mean you and each person who answered our questions would now answer differently. It could save time if you let us know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

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.

Telephone contact

After you submit your application, we may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into also applies during any phone contact with us.

If you need help

It's important that you and every person answering our questions understands this information and the questions we ask. Ask us or your adviser for help if you have difficulty answering our questions or understanding the application process.

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. You can have a support person you trust with you.

What can we do if the duty is not met?

If a 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). They are intended to put us in the position we would have been in if the duty had been met.

For example we may do one of the following:

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

Whether we can exercise one of these remedies depends on a number of factors, including all of the following:

- whether the person who answered our questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific our questions were and how clear the information we provided on the duty was
- 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
- 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, and what you can do if you disagree.

I/We acknowledge, agree and consent that:

- I/We have read and understood my/our duty to take reasonable care not to make a misrepresentation and declare that the statements and answers provided in this application are true, accurate and complete.
- I/We have received and read the OneCare Product Disclosure Statement (PDS) prior to completing this application.
- My/Our application (insert last 6 digits from the OCX application) will be or has been submitted electronically to OnePath Life as my/our original application.
- I/We consent to the collection, use, storage and disclosure of my/our personal information (including health and other sensitive information) as described in the Privacy Policies and the Privacy Statement contained in the PDS. OnePath Life's Privacy Policy is available at onepath.com.au/about-us/privacy-policy and OnePath Custodians' Privacy Policy is available at onepath.com.au/superandinvestments/privacy-policy
- If I have provided information (including health and other sensitive information) about another person in this application (for example a beneficiary or life insured), I declare that I have the consent of that person to do so. I understand that OnePath Life and OnePath Custodians require me to inform the person concerned that I have done so and direct them to the Privacy Policies.

For all policies that are eligible for issue

- I/We understand the insurance applied for in this application will not become effective until OnePath Life confirms receipt of and accepts my/our electronically submitted application to my/our financial adviser. OnePath Life will then issue me/us with a Policy Schedule as written confirmation that I/we have cover.
- I/We acknowledge that any assessment made or policies issued by OnePath Life with respect to my life/our lives is based primarily on the answers supplied in my/our application form and not any additional medical and/or financial information supplied separately or attached to the application whether electronically or otherwise. I/We agree that where OnePath Life issues a policy and if on subsequent review any additional information would have been relevant to the assessment of my/our original application, OnePath Life reserves its rights to provide me/us with amended contract terms or cancel and/or avoid the contract of insurance.

For all policies where further assessment is required

- I/We understand the insurance applied for in this application is subject to further assessment by OnePath Life and will not become effective until my/our application is accepted and a Policy Schedule is issued by OnePath Life.
- I/We understand that if I/we fail to attend or participate in any medical appointments required by OnePath Life, I/we may be liable for any associated costs including any costs incurred by OnePath Life.

For all policies (regardless of issuable status)

- Where I/we have insurance or have previously applied for insurance with OnePath Life, OnePath Life reserves the right to vary the terms of this policy/these policies if any information previously disclosed has not been disclosed in this application.
- I/We understand that if this application is to replace another life insurance policy (the 'other policy'), I/we must cancel the other policy upon acceptance of this policy/these policies. In any event, if I/we do not cancel the other policy, the benefits paid under this policy/these policies will be offset or reduced to the extent of any of the benefits the policy owner is entitled to under the other policy.

- I/We understand I/we may be entitled to Interim Cover from the date that my/our electronic application was completed until my/our insurance becomes effective, provided that OnePath Life receives the application within 14 days of the application date. Please refer to the PDS for further details.
- Where this application is for an increase to an existing OneCare policy I/we understand that the Product Illustration provided to me/us was for indicative purposes only and is reliant on the correct data entry of my/our existing in-force cover, policy ownership and premium frequency information. Should my/our application for cover be accepted, the actual premium(s) (shown on my policy schedule) may be different due to underwriting or other adjustments such as changes to cover, errors, omissions or change in age.
- Where this application is for an increase to an existing OneCare policy I/we understand that the premium(s) quoted is the increase portion only and does not represent the total premium payable for my/our entire policy. The actual premium due will be calculated on a pro-rata basis from the date the increase is accepted until the next policy anniversary.
- Where making changes to existing Guaranteed benefit payment type, Income Secure Cover, I/we have read the 'Guaranteed benefit payment type' section under Income Secure Cover in the PDS dated 13 April 2019 available at onepath.com.au/public/pdfs/L8133-OneCare-Product-Disclosure-Statement.pdf
- Where setting up a new, or ending an existing Guaranteed benefit payment type, SuperLink arrangement for Income Secure Cover, I/we have read the 'Guaranteed benefit payment type' and 'Guaranteed benefit payment type under SuperLink' sections under Income Secure Cover in the PDS dated 13 April 2019 available at onepath.com.au/public/pdfs/L8133-OneCare-Product-Disclosure-Statement.pdf
- Where making changes to existing Guaranteed benefit payment type, Business Expense Cover, I/we have read the 'Guaranteed benefit payment type' section under Business Expense Cover in the PDS dated 13 April 2019 available at onepath.com.au/public/pdfs/L8133-OneCare-Product-Disclosure-Statement.pdf
- I/We understand OnePath Life may communicate information including product upgrades and changes about this policy/these policies electronically through email or by posting information on the OnePath Life website.
- I/We understand that if OnePath Life is notified of a change in my/our personal information, OnePath Life will make this change on other life risk policies where I/we are a policy owner, life insured, nominated beneficiary or nominated medical practitioner.
- OnePath Life reserves the right to vary any packaging discount where a qualifying family or business relationship cannot be established.
- I/We consent to OnePath Life using my/our personal information (including health and other sensitive information) to send me/us information about their financial products and services from time to time. I/We also consent to OnePath Life disclosing my/our personal information (including health and other sensitive information) to their related bodies corporate and organisations with whom they have an arrangement or alliance to share information for marketing purposes. I/We understand this is to enable those organisations to send me/us information on their products or services. I/We also understand that if I/we do not want OnePath Life to use and disclose my/our information in this way I/we must phone 133 667 to withdraw my/our consent.
- I/We authorise my/our adviser, who will submit this personal statement electronically on my/our behalf, to receive and access my/our personal information (including financial, health and other sensitive information), whether disclosed in this application or obtained from third parties (e.g. doctors, accountants), for the purposes of management and administration of my/our application, policy/policies and any claims. Where there is any change to this authority, or to my/our adviser, I/we will notify OnePath Life of the change.
- I/We understand my/our financial adviser is acting as my/our agent in completing and submitting this application whether electronically or by any other method acceptable to OnePath Life.
- I/We acknowledge that OnePath Life is a company within the Zurich Financial Services Australia Group. OnePath Custodians is a company within the IOOF Group of companies, comprising IOOF Holdings Limited ABN 49 100 103 722 and its related bodies corporate (IOOF Group). OnePath Life and OnePath Custodians are not related bodies corporate.
- If this application relates to an existing or new OneCare Super policy, and subject to meeting the policy terms including premium requirements, I continuously elect for OnePath Custodians or any successor holding this policy insuring me to take out and maintain insurance under the policy even if:
 - they receive no amount in respect of the policy for a continuous period of 16 months or longer;
 - the amount that they hold in respect of the policy is less than \$6,000; or
 - I am under the age of 25 years.

I acknowledge that by making this declaration, under superannuation law I have elected for the benefits to continue regardless of the factors above and that I can cease the policy on request.

- If this application relates to an existing or new OneCare External Master Trust policy, and subject to meeting the policy terms including premium requirements, I continuously elect for the trustee of the external master trust or any successor holding this policy insuring me to take out and maintain insurance under the policy even if:
 - the balance of my external master trust account is less than \$6,000; or
 - I am under the age of 25 years.

I acknowledge that by making this declaration, under superannuation law I have elected for the benefits to continue regardless of the factors above and that I can cease the policy on request.

Name of life insured	<input type="text"/>	Date of birth (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Signature of life insured (sign clearly within the box)	<input type="text" value="X"/>	Date (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Name of life insured	<input type="text"/>	Date of birth (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Signature of life insured (sign clearly within the box)	<input type="text" value="X"/>	Date (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Name of policy owner	<input type="text"/>	Date of birth (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Signature of policy owner (sign clearly within the box)	<input type="text" value="X"/>	Date (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Name of policy owner	<input type="text"/>	Date of birth (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Signature of policy owner (sign clearly within the box)	<input type="text" value="X"/>	Date (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>

Important note: If there are more than two lives insured or two policy owners in this application, please complete another Declarations Form.

Please complete the following if the policy owner is the trustee of an external superannuation fund.

I/We hereby declare that there is an executed trust deed in existence for the fund and all members admitted to the fund will be bound by the provisions contained therein and that the fund is regulated under the *Superannuation Industry (Supervision) Act 1993*.

Name of director/trustee	<input type="text"/>	Date (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Signature of director/trustee (sign clearly within the box)	<input type="text" value="X"/>			
Name of director/trustee	<input type="text"/>	Date (dd/mm/yyyy)	<input type="text" value="/"/>	<input type="text" value="/"/>
Signature of director/trustee (sign clearly within the box)	<input type="text" value="X"/>			

Important note: If there are more than two directors/trustees in this application, please complete another Declarations Form.

Doctor's Authorisation

Notes on releasing information about your health

Your health information includes details about all your interactions with health providers, and may include details such as your symptoms, treatment, consultations, personal medical history and lifestyle. Health providers cannot release this information about you without your consent. We, OnePath Life Limited ABN 33 009 657 176 (OnePath Life), collect and use your health information to assess your application for cover, to assess and manage your claim, or to confirm the information you gave us when you applied for cover or made a claim. This is why we need your consent. Each time you apply for cover or make a claim, we will ask you for a fresh consent. We will respect your privacy by only asking for the information we reasonably need, and we will tell you each time we use your consent.

Please read each Authority carefully and the explanatory notes below.

Authority 1 explanatory notes – through this Authority, with the exception of a copy of the consultation notes held by your General Practitioner/Practice, you are consenting to any health provider releasing any health information about you in the form we ask for. This may involve, for example:

- preparing a general report and/or a report about a specific condition;
- accessing and releasing your records in SafeScript;
- releasing your hospital patient notes;
- releasing the results of any investigations they have done; and/or
- releasing correspondence with other health providers.

Authority 2 explanatory notes – through this Authority, you are consenting to any General Practitioner/Practice you have attended releasing a copy of your full record, including consultation notes, but only if we have asked them to provide a general report and/or a report about a specific condition under Authority 1, and either:

- they will be unable to, or did not, provide the report within 4 weeks; or
- the report provided is incomplete, or contains inconsistencies or inaccuracies.

Your General Practitioner maintains consultation notes to support quality care, your wellbeing and to meet legal and professional requirements. General Practitioners/Practices should only release a copy of your full record, including consultation notes, for life insurance purposes in the rare circumstances set out above.

If you choose to withhold your consent to this authority, we may not be able to process your application for cover or a claim.

Authority 1 – to release any of my health information except the consultation notes held by my General Practitioner/Practice	Authority 2 – to release a copy of the full record, including consultation notes, held by my General Practitioner/Practice in specified circumstances
<p>With the exception of consultation notes held by any General Practitioner/ Practice I have attended, I authorise any health provider, practitioner, practice, psychologist, dentist, allied health services provider or any hospital to access and release, in writing or verbally, any details of my health information to OnePath Life, or to third parties they engage.</p> <p>I agree to all the following:</p> <ul style="list-style-type: none"> • My health information can be released in the form OnePath Life asks for, such as a general report, a report about a specific condition, my records in SafeScript, any hospital notes, or correspondence between health providers. • OnePath Life can collect, use, store and disclose my personal information (including sensitive information) in accordance with privacy laws and Australian Privacy Principles. • This Authority is valid only while OnePath Life is assessing my claim or application for cover, or is verifying disclosures I made in connection with the cover. • A copy or transcript of this Authority will be valid and effective, and this Authority should be accepted as valid and effective where I have signed electronically or consented verbally. <p>Name <input type="text"/></p> <p>Signature <input checked="" type="text"/></p> <p>Date (dd/mm/yyyy) <input type="text"/></p>	<p>I authorise any General Practitioner/Practice I have attended to release a copy of my full record, including consultation notes, to OnePath Life, or to third parties they engage, only if OnePath Life has asked them for a report on my health and either:</p> <ul style="list-style-type: none"> • the General Practitioner/Practice will be unable to, or did not, provide the report within four weeks; or • the report is incomplete, or contains inconsistencies or inaccuracies. <p>I agree to all the following:</p> <ul style="list-style-type: none"> • OnePath Life can collect, use, store and disclose my personal information (including sensitive information) in accordance with privacy laws and Australian Privacy Principles. • This Authority is valid only while OnePath Life is assessing my claim or application for cover, or is verifying disclosures I made in connection with the cover. • A copy or transcript of this Authority will be valid and effective, and this Authority should be accepted as valid and effective where I have signed electronically or consented verbally. <p>Name <input type="text"/></p> <p>Signature <input checked="" type="text"/></p> <p>Date (dd/mm/yyyy) <input type="text"/></p>

Postal address
 OnePath Life
 Locked Bag 994
 North Sydney NSW 2059