

# Reinstatement application

## Zurich Wealth Protection and Zurich Active

June 2023

**Please use this form to reinstate for cover/s provided by a Zurich Wealth Protection or Zurich Active policy which have been cancelled in the past 12 months due to non payment.**

**If accepted Zurich may need to issue you with a new policy. If this applies to you, the terms and conditions of your new policy will be as described in the Zurich Wealth Protection or Zurich Active PDS current at the time when your new policy is issued.**

**If your cancelled policy is an income protection policy which is not Zurich Income Safeguard, your reinstatement application, if accepted, will result in a Zurich Income Safeguard policy. Terms and conditions for Zurich Income Safeguard are set out in the current Zurich Wealth Protection and Zurich Active PDS.**

Policy number



### The 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.

The duty applies to this contract as a consumer insurance contract.

#### **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. Please don't assume we will ask others such as your doctor
- review your application carefully. If someone else helped prepare your application (for example, your financial 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 tell 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 financial 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.

### Privacy

Zurich is bound by the Privacy Act 1988 (Cth). In completing the forms or questions herein you will be providing us with your personal and, perhaps, sensitive information. The collection and management of this information is governed by the Privacy Act 1988. For a more detailed explanation of Zurich's Privacy Policy please visit our website at [www.zurich.com.au](http://www.zurich.com.au) or contact the Zurich Privacy Officer on 132 687 or email us at [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au).

### 1. Life insured details

Title	Surname			
Given names		Date of birth	/	/
Address			State	Postcode
Contact details	Work ( )	Home ( )		
	Mobile	Email		

### 2. Policy information

A. What is the policy number/s of the cover you are applying to reinstate?

B. When did the above policies start?

- 27 September 2021 or later  
If your application to reinstate cover is accepted, your original policy will be reinstated.  
Go to section 4, Underwriting assessment

- Before 27 September 2021  
If your application to reinstate cover is accepted, Zurich will issue a new policy. The new policy will be the most comparable policy we offer when you apply to reinstate cover. The premiums for the new policy will be those applying when it is issued. As the benefits and features we offer change over time, some benefits and features may be different to those you had previously or may not be available.

Please confirm you have:

- Read the relevant PDS current at the time of this application  
 Attached a signed Zurich Quote for covers being reinstated or applied for

Go to section 3, Policy owner

### 3. Policy owner

Is the policy owner and the life insured the same person?

- Yes → go to section 4, underwriting assessment  
 No → confirm the policy owner's details

You can skip this section if the policy will be owned by the trustee of the Zurich Plan, a division of the Smart Future Trust. Instead please complete the Zurich Insurance-only Superannuation Plan membership application on page 8.

Title	Surname	First name	Middle name
Date of birth	/	/	

### 3. Policy owner (continued)

#### OR where owned by the trustee of a superannuation fund

Trustee/s name/s (and ABN if trustee is a company)

Fund name and ABN

Preferred short name (maximum 45 characters)

#### OR where owned by a company/trustee/business partner

Company name and ABN/trustee/business partners

#### Provide contact details for the policy owner

Mailing address State Postcode

Country of residence

Contact details Work ( ) Home ( )

Mobile Email

Relationship to the life insured your % interest in business (if any)

#### If there is only one policy owner continue to section 4, Underwriting assessment

#### Policy owner 2

Generally, where there is more than one policy owner, policy owner 1 will receive the correspondence relating the the policy

Title Surname First name Middle name

Date of birth / /

#### OR where owned by a company/trustee/business partner

Company name and ABN/trustee/business partners

#### Provide contact details for policy owner 2 (if applicable)

Mailing address State Postcode

Country of residence

Contact details Work ( ) Home ( )

Mobile Email

Relationship to the life insured your % interest in business (if any)

### 4. Underwriting assessment

To be completed by the life insured

(a) Please provide your current Height cm Weight kg

(b) Since the date of the original application for insurance on your life:

(i) Have you had any illness or injury (other than a cold or flu) or consulted any doctor or health professional? Yes  No

If 'Yes', provide details including dates, condition, any treatment or test results, and name and address of doctors and/or hospitals.

(ii) Have you undergone any medical tests such as a blood test, x-ray or ECG? Yes  No

Do not include regular annual check-ups or blood tests where the results have been normal

If 'Yes', provide details including dates, type and result of test, reason for test and any diagnosis made or treatment required, and name and address of doctors and/or hospitals.

(iii) Have you commenced medication or treatment, been advised, or do you intend to undergo any investigations, tests, medical treatment or operations? Yes  No

If 'Yes', provide details including type of treatment or investigation, when they will be performed and the reason that this has been advised.

(iv) Have you had any symptoms for which you intend to seek medical advice, or are you waiting for medical treatment or consultation or the results from medical tests or investigations? Yes  No

If 'Yes', provide details of the specific symptoms, pending treatment, advice or test result, and the date when this is expected to be completed.

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(v) Has there been any change in your occupation (including duties or hours), or financial situation? Yes  No

If 'Yes', describe your new occupation, duties and income details.

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(vi) Has there been a change in your participation or do you intend to participate in any potentially dangerous physical activities (e.g. aviation (other than as a fare-paying passenger), diving, hang gliding, parachuting, motor racing, rock or mountain climbing, football, martial arts and bungy jumping)? Yes  No

If 'Yes', provide details including type of activity, degree of participation (such as amateur or professional), and frequency of participation.

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(vii) Have you taken up or applied to any other company for insurance? Yes  No

If 'Yes', confirm the company, type and amount of cover applied for, and if cover is in force.

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(c) Have you smoked tobacco or any other substance or used e-cigarettes (vaping) or any nicotine products within the last 12 months? Yes  No

If 'Yes', provide type and quantity per day.

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(d) Do you drink alcohol? Yes  No

If 'Yes', advise average number of drinks per day.

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(e) Do you intend to travel or live overseas in the next two years? Yes  No

If 'Yes', confirm the country and region you will travel to, the date and reason for your travel, and how long you will travel for.

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(f) Have you tested positive to coronavirus (COVID19)? Yes  No

If 'Yes', please provide the date of the positive result and the date of full recovery from all symptoms.

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**(Please only complete questions (g) and (h) if you are applying for an income protection policy)**

(g) What is your current income (excluding super) \$ \_\_\_\_\_ Annual Super \$ \_\_\_\_\_

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If you are an employee, this is total remuneration including any salary or wages, fringe benefits, or any regular commissions or bonuses.

If you are self-employed, this is your share of any profits of the business generated by the work you perform, after deducting business expenses

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(h) Does your current employment status match the status on your signed quote? Yes  No

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## 5. Declaration

Declaration/s of the policy owner/s and life insured

I/we declare that I/we:

- am an/are Australian resident/s living in Australia;
- have received and read the relevant Product Disclosure Statement (PDS) for the product I am/we are applying for and now apply to Zurich Australia Limited (Zurich) and/or the trustee of the Zurich Insurance-only Superannuation Plan, a division of the Smart Future Trust for the insurance set out in this Application;
- I/we represent that the policy owner/s and life insured disclosed all relevant information that was required to be disclosed, and answered all questions accurately, at the time of applying for cover provided by the original policy. Where I/we am/are unsure, I/we have obtained a copy of the original application from Zurich to verify. I/we understand that Zurich may be able to void or vary the new policy where making this representation is in breach of my/our duty to take reasonable care not to make a misinterpretation.
- have read and understood my/our duty to take reasonable care not to make a misrepresentation and the consequences of not meeting the legal duty and answering all questions truthfully and completely;
- agree that if I/we make any overpayment of premium that Zurich may retain the overpayment unless it exceeds \$5.00;
- (this election applies to all Zurich insurance cover I have applied for, that is owned by the trustee of a superannuation fund ('Fund') with me as the life Insured, to provide benefits from the Fund for or in respect of myself) I continuously elect throughout the period of my Fund membership for the Fund trustee to take out or maintain insurance to provide the benefits, even if:
  - my Fund account is inactive (no amounts received) for any period, including a continuous period of 16 months or longer
  - my Fund account balance is less than \$6,000 or
  - I am under the age of 25 years or other prescribed age (where applicable).

I acknowledge that, by submitting this application on the submission date indicated, I have elected for the benefits to continue in accordance with superannuation law regardless of the factors above (subject to meeting the policy terms including premium requirements), and that I can cease the insurance by submitting a request to Zurich.

Name of life insured

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**Signature of life insured**

Date

X

/ /

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Name of policy owner 1

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**Signature of policy owner 1**

Date

X

/ /

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Name of policy owner 2

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**Signature of policy owner 2**

Date

X

/ /

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# Zurich Insurance-only Superannuation Plan Membership application

You must become a member of the Zurich Insurance-only Superannuation Plan, a division of the Smart Future Trust, ('Zurich Plan') to apply for a Zurich policy owned by the trustee of the Zurich Plan. You must also complete the tax file number notification section on this page.



If you are not applying for a Zurich policy owned by the trustee of the Zurich Plan, do not complete this section.

## 1. Member declaration

Read the following information and sign below to confirm your agreement.

I apply to join the Zurich Insurance-only Superannuation Plan, a division of the Smart Future Trust. I understand that, in accordance with the conditions of the Trust Deed and Rules of the Smart Future Trust (the Fund) and relevant superannuation legislation:

- the trustee owns any policy taken out on my life
- I cannot use the Fund as collateral security, that is, for borrowing purposes
- benefits provided through the Fund are fully preserved until I have retired and attained my preservation age, or in circumstances allowed by superannuation legislation or the Australian Prudential Regulation Authority, as detailed in the Zurich Insurance-only Superannuation Plan Product Disclosure Statement (PDS)
- I have read and understood the Privacy Statement under the Privacy section of the Zurich Insurance-only Superannuation Plan PDS and the further information available at [eqt.com.au/global/privacystatement](http://eqt.com.au/global/privacystatement) and consent to the collection and use of personal information and sensitive personal information about me in the manner described (including discussing any information obtained from me and any doctors or accountants with the financial adviser associated with this application)
- I can only make contributions to the Fund in accordance with the relevant legislation, as detailed in the Zurich Insurance-only Superannuation Plan PDS
- I apply to the trustee of the Fund, for membership of the Fund as set out in this Application form. Upon my Application being accepted I agree to comply with the rules governing the Fund, and
- the trustee may bill me directly for any liability arising under any government charges or imposts relating to my Fund membership or may deduct any such liability from an insured benefit that is or becomes payable to me.

I also certify that:

- I am eligible for membership of the Fund in accordance with the relevant legislation
- my decision to apply for membership of the Fund is based on the information in the current Zurich Insurance-only Superannuation Plan PDS and the current Zurich Wealth Protection PDS or Zurich Active PDS, as relevant to my application for membership, which has been provided to me
- I will notify the trustee in writing if I cease to be eligible for membership of the Fund
- I understand that my participation in the Fund will only commence after I have been advised in writing by the trustee that my Application has been accepted.

Applicant's signature **X**

Date / /

## 2. Tax file number notification

You must complete the Tax File Number (TFN) details below to become a member of the Zurich Plan. Failure to do so will mean that the trustee will be unable to accept your Membership application.

Read the important information regarding TFNs in the Zurich Insurance-only Superannuation Plan PDS before providing us with your TFN.

### 2.01 Fund details

Fund name **Aon Master Trust** Fund address **Level 33, Aon Tower, 201 Kent Street, Sydney, NSW, 2000**

Fund phone number **1300 880 588**

### 2.02 Your details

Title Surname First name Middle name

Male  Female Date of birth / / Membership number (if known)

Mailing address State Postcode

Your tax file number

Applicant's signature **X**

Date / /



### 3. Contribution type

**Make a selection below to advise the source of payments. You must advise us of any change to your contribution type as it may affect how your contributions are reported to the ATO.**

**Even if you intend to pay by rollover, make a selection below to advise the source of any other contributions made.**

- Personal
- Self-employed
- Spouse
- Compulsory Employer (Superannuation Guarantee)
- Employer Additional
- Employer Award
- Salary Sacrifice
- Other (specify)

Employer's full name

If your employer is making contributions on your behalf, only certain payment options will meet the ATO's data and payment standards for superannuation contributions (these are referred to as SuperStream compliant payment methods). Your employer should contact the ATO for more information. If you are paying by rollover, also complete section 4.

### 4. Rollover authority

**Complete this section if you wish to rollover amounts from another superannuation fund ('transferring fund') to pay the premiums on your policy owned by the trustee of the Zurich Plan. The Zurich Plan cannot accept rollovers from an untaxed fund.**

#### 4.01 Transferring fund

Fund name

Unique Superannuation Identifier (USI) ABN

Address of fund State Postcode

Telephone number ( )

Account/Membership/Policy name Account/Membership/Policy number

#### 4.02 Rollover instructions

- One-off (single) rollover
- Ongoing automatic yearly rollover

#### 4.03 Rollover declaration

- I confirm that I have read and agree to the rollover terms and conditions set out in the section 'Paying premiums by rollover from another superannuation fund' of the Zurich Insurance-only Superannuation Plan PDS.
- I request and consent to the trustee of the transferring fund to transfer any benefits from the transferring fund to the Zurich Plan as required to fund the premium amount payable under the policy, as quoted by Zurich.
- I am aware that I may ask the trustee of the transferring fund for any information I require in relation to the effect of the rollover/s on my entitlements in the transferring fund (including information on fees or insurance benefits) and, before any rollover, I have either asked them or I do not require such information.

Applicant's signature **X**

Date / /

**Any questions? Call 131 551**

Please return the completed form to us:

By post, to **Zurich Australia Limited, Customer Care, Locked Bag 994, North Sydney NSW 2059**, or

By email, as a scanned attachment, to **client.service@zurich.com.au**

# Direct debit request service agreement

This agreement sets out the terms and conditions on which the Account Holder has authorised Zurich to debit money from their account and the obligations of Zurich and the Account Holder under this agreement.

## The Account Holder understands and agrees that:

- Direct debiting may not be available on all accounts. The Account Holder is responsible for ensuring the specified account can accept direct debits and there are sufficient cleared funds available in the nominated account to permit payments under the Direct debit request on the due date for payments
- Zurich accepts no responsibility for issues arising where incorrect details have been provided. The Account Holder should check the account details provided to Zurich are correct. If uncertain, check with your financial institution before completing the Direct debit request
- Zurich will debit the account for the sum of the amounts due at the debit date for all specified policies
- Changes to bank account details must be provided in writing, or by telephoning Zurich (or by such other means as we approve)
- Zurich will give the Account Holder at least 14 days notice in writing if there are any changes to the terms of this service agreement.

## Zurich agrees that:

- When the due date for payment is not a business day, the debit will be processed on the next business day
- The Account Holder can cancel, change\*, defer or suspend the Direct Debit Request on a policy by providing notice to Zurich in writing or by telephone (or by such other means as we approve), or directly with the Account Holder's financial institution (which is required to act promptly on the instructions). Notification must be received by Zurich at least 14 days before the next drawing date in order to process your instructions.

\*The Account Holder's financial institution can "change" the Direct Debit Request only to the extent of advising Zurich of new account details.

- Upon request, Zurich will forward a copy of the current terms and conditions for direct debits, to the Account Holder by post, facsimile or other agreed method
- We will provide direct debit details on request.

## Disputes

The Account Holder should give notice of any disputed debit to Zurich. Zurich will respond within 7 working days of receiving your letter. Alternatively, the Account Holder can take it up directly with the Account Holder's financial institution.

## Dishonoured debits

If a debit is unsuccessful, Zurich will cancel the payment in respect of the dishonoured debit. In some instances, such as where your account has insufficient funds, Zurich may notify you and attempt a second deduction from your account within 14 days. You should ensure that your account has sufficient funds before any second deduction. If we receive new information from you after a dishonour, Zurich will process a one-off debit to pay the policy up to date. If two consecutive dishonours occur, Zurich may cancel the authority. Zurich may charge a dishonour fee to the relevant policy. Currently the fee is nil. The financial institution may also charge fees relating to the dishonour to the account, which is the Account Holder's responsibility.

## Confidential information

Zurich may disclose information about your account to its banker (in connection with a claim made against it relating to an alleged incorrect or wrongful debit made from the account), your financial institution, your adviser, other companies within the Zurich Financial Services Australia Group of companies, service providers engaged by Zurich (including banking gateway providers and credit card transaction processors), and if applicable to Equity Trustee Superannuation Limited and Aon Hewitt Limited, on whose behalf Zurich collects contributions for the Zurich Superannuation Plan, a division of the Smart Future Trust.

Zurich will not disclose information about you or the account to any other person, except where you have given consent or where the disclosure is required by law.

## Notices to Zurich

The Account Holder may give notice to Zurich by telephone on 131 551. Alternatively, you may write to us at Locked Bag 994, North Sydney NSW 2059.