

# Application to reinstate your insurance cover cancelled on or after 1 July 2019 due to government legislation

## For BUSSQ members

**OnePath Life Limited (OnePath Life)**  
 ABN 33 009 657 176 AFSL 238341  
 GPO Box 4129, Sydney NSW 2001

**BUSSQ**  
**Phone** MY BUSSQ (1800 69 2877)  
**Email** super@bussq.com.au  
**Website** bussq.com.au

### About this Application Form

You can apply to reinstate your previously held cover (which may be Death & TPD cover, or Death Only cover, or Income Protection cover or a combination of these types of cover) by completing this Application Form if cover was cancelled by the Trustee after a period of 16 months in which no contributions or rollovers were received into your account. This cancellation by the Trustee was necessary to comply with section 68AAA(1) of the SIS Act, amended in accordance with the Protecting Your Super Package Act.

**This completed form must be receipted by BUSSQ within 2 months of when your cover ended due to government legislation, as advised by BUSSQ to you. You can email your application to super@bussq.com.au**

BUSSQ will advise you in writing of the date your cover restarts and where relevant, the terms to apply.

### Important Information

Your cover will be backdated to when it ended to ensure there is no gap in your cover. This means that premiums will be deducted from your super account from the date your cover ended.

#### **A** Your details

Member number	<input type="text"/>																					
Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Miss	<input type="checkbox"/> Dr	Other <input type="text"/>																
Surname	<input type="text"/>																					
First name	<input type="text"/>														Date of birth (dd/mm/yyyy)	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>		
No. and street (home)	<input type="text"/>																					
Suburb/Town	<input type="text"/>										State	<input type="text"/>					Postcode	<input type="text"/>				
Phone	Home	<input type="text"/>					Business	<input type="text"/>					Mobile	<input type="text"/>								
Email	<input type="text"/>																					

#### **B** Duty of Disclosure

The Trustee, who enters into a life insurance contract in respect of your life, has a duty, before entering into the contract, to tell the Insurer anything that it knows, or could reasonably be expected to know, may affect the Insurer's decision to provide the insurance and on what terms.

The Trustee has this duty until the Insurer agrees to provide the insurance.

The Trustee has the same duty before it extends, varies or reinstates the contract.

The Trustee does not need to tell the Insurer anything that:

- reduces the risk the Insurer insures you for; or
- is of common knowledge; or
- the Insurer knows or should know as an insurer, or
- the Insurer waives your duty to tell the Insurer about.

#### You must disclose relevant information

You must tell the Insurer anything you know, or could reasonably be expected to know, that may affect the Insurer's decision to provide the insurance and on what terms. If you do not do so, this may be treated as a failure by the Trustee to tell the Insurer something that the Trustee must tell the Insurer.

If you provide relevant information to the Trustee rather than the Insurer, the Trustee will provide the information you give the Trustee to the Insurer. The Trustee will do this so that you comply with your obligation to provide relevant information to the Insurer.

**If the Trustee does not tell the Insurer something**

In exercising the following rights, the Insurer may consider whether different types of cover can constitute separate contracts of life insurance. If they do, the Insurer may apply the following rights separately to each type of cover.

If the Trustee does not tell the Insurer anything the Trustee is required to, and the Insurer would not have provided the insurance or entered into the same contract with the Trustee if the Trustee had told the Insurer, the Insurer may avoid the contract within 3 years of entering into it.

If the Insurer chooses not to avoid the contract, the Insurer may, at any time, reduce the amount of insurance provided. This would be worked out using a formula that takes into account the premium that would have been payable if the Trustee had told the Insurer everything it should have. However, if the contract provides cover on death, the Insurer may only exercise this right within 3 years of entering into the contract.

If the Insurer chooses not to avoid the contract or reduce the amount of insurance provided, the Insurer may, at any time vary the contract in a way that places the Insurer in the same position it would have been in if the Trustee had told the Insurer everything it should have. However, this right does not apply if the contract provides cover on death.

If the failure to tell the Insurer is fraudulent, the Insurer may refuse to pay a claim and treat the contract as if it never existed.

**C At Work questions**

As at the date of signing this form:

- 1. Are you actively performing, or capable of performing, all the duties of your usual occupation?.....  Yes  No
- 2. Are you in receipt of, or are you entitled to claim, income support benefits in respect of an illness or injury from any source including workers' compensation benefits, statutory transport accident benefits or disability income benefits (including government income support benefits)? .....  Yes  No
- 3. Are you working your usual hours free of any limitation due to illness or injury?.....  Yes  No
- 4. Are you employed or self-employed for reward or financial benefit, or the hope of reward or financial benefit, in any business, trade, profession, vocation, calling, occupation or employment?.....  Yes  No

If your answer to questions 1, 3 and 4 is **yes**, and your answer to question 2 is **no**, your cover will be reinstated from the date your cover ended, so there is no gap in your cover.

If your answer to any of the questions 1, 3 or 4 is **no**, or your answer to question 2 is **yes**, New Events Cover will be provided until you have been At Work for 30 consecutive days.

"At Work" means my answers to all of questions 1, 3 and 4 are **yes** and my answer to question 2 is **no**.

"New Events Cover" means cover for claims that arise from an illness that became apparent or or an injury that occurred on or after the day that your cover started or restarted under this policy.

**D Declarations**

- I have read my Duty of Disclosure in Section B of this form and understand my Duty of Disclosure and the remedies available to the Insurer if I fail to comply with my Duty of Disclosure.
- I acknowledge that my cover will be reinstated and backdated to the day after my cover ended to ensure there is no gap in my cover. I understand that premiums will be deducted from my superannuation account to pay for cover from the day after my cover ended, as requested in this application.
- I acknowledge any restrictions that previously applied to my cover, such as exclusions (due to medical conditions and/or hazardous recreational activities) or loading of premiums to be higher than standard rates, will continue to apply to my reinstated cover. If my previous cover was Limited Cover then any reinstated cover will also be Limited Cover. If any pre-existing condition exclusion applied to my previous cover, this will apply to any reinstated cover.
- I understand and acknowledge that if I am not At Work (as defined above in this form) on the date of signing this form, any reinstated cover will be provided as New Events Cover (as defined above in this form) until I have been At Work for 30 consecutive days.
- I understand that OnePath Life's liability in respect of this application will be subject to OnePath Life accepting the information contained on this form and providing written acceptance of the application to the policy owner.
- I consent to the collection, use, storage and disclosure of my personal information as described in OnePath Life's Privacy Policy, which is available at onepath.com.au/insurance/privacy-policy
- I understand that the insurance I have applied to reinstate will not become effective until my application is accepted by BUSSQ.
- I understand that my insurance cover will not be reinstated if this form is not receipted by BUSSQ within 60 days of the date my cover ended due to government legislation, as advised to me by BUSSQ.

Signature of member

Date (dd/mm/yyyy)

<b>Head office</b>	
<b>Office located at</b>	<b>Postal address</b>
347 Kent Street Sydney NSW 2000	OnePath Life GPO Box 4148 Sydney NSW 2001