

Application to Remove Five-Year Pre-Existing Condition Exclusion

IMPORTANT NOTES: A Five-year Pre-existing Condition Exclusion applies to the Basic Cover provided to members who join the Active Super Saver product. In many cases, the Five-year Pre-existing Condition Exclusion will apply for the first 12 months of cover and will be removed when you are At Work for at least 60 consecutive days provided the 60th day occurs at least 12 months after your cover commenced. For more information about the Five-year Pre-existing Condition Exclusion, please refer to the Vision Super Product Disclosure Statement (PDS) for the Active Super Saver product, available at visionsuper.com.au

The Basic Cover held by some members (for example, members who formerly joined Active Super via the public offer division prior to 1 July 2022) has a Five-Year Pre-Existing Condition Exclusion which applies indefinitely and cannot be removed using this form.

If you are not able to answer 'no' to any of the questions in Section C, you are not eligible to remove the Five-Year Pre-Existing Condition Exclusion early using this form.

For more information on whether or not you are able to remove a Five-Year Pre-Existing Condition Exclusion applying to your Basic Cover, please contact Vision Super on **1300 547 873**.

Section A Your duty to take reasonable care not to make a misrepresentation

About this application and your duty

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

The duty to take reasonable care

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.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

The duty also applies when extending or making changes to existing insurance, and reinstating insurance.

If you do not meet your duty

If you do not meet your legal duty, this 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.

Guidance for answering our questions

You are responsible for the information provided to us. When answering our questions, please:

- think carefully about each question before you answer. If you are unsure about any question, we are here to help and you can contact us.
- 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 (for example, your adviser), please check every answer (and if necessary, make any corrections) before the application is submitted, and
- you must not assume that we will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts. The duty applies when you answer questions in your application and whenever we obtain more information from you.

Insurance is issued by MLC Limited ABN 90 000 000 402 AFSL 230694. MLC Limited uses the MLC brand under licence from the Insignia Financial Group. MLC Limited is part of the Nippon Life Insurance Group and is not a part of the Insignia Financial Group. Any references to 'we', 'us' and 'our' means MLC Limited.

If you need help

It's important that you understand this information and the questions we ask. Ask us or your adviser for help if you need help understanding the process of buying insurance or answering our questions.

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. If you want, you can have a support person you trust with you.

What can we do if the duty is not met?

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

For example we may:

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

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

- whether the person who answered our questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances;
- 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; and
- 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, including what you can do if you disagree.

Section B Personal details

Your Superannuation Fund Member Number (if known)

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Dr Other:

Gender

☐ Male ☐ Female

Date of birth (DD/MM/YYYY)

Given name(s)

Family name

Postal Address

Suburb

State

Postcode

Country

Phone number

Email (Please provide your email address so notices about your application can be sent to you)

Section C Eligibility

Please note: you have a duty to disclose all relevant information. Failing to provide the Insurer with full and accurate information could result in your insurance cover being cancelled and any claim for benefit could be denied, so it is vital you answer all questions fully and accurately.

1. Are you:
 - a) unemployed, or ☐ Yes ☐ No
 - b) unable to do all the duties of your usual occupation without any limitation on a full-time basis (at least 30 hours per week), even if you are working full-time, part time or casually, or ☐ Yes ☐ No
 - c) in your usual occupation but your duties have changed or been modified in the last 12 months, because of an illness, accident or injury? ☐ Yes ☐ No
2. Have you:
 - a) In the last 12 months, been away from work for more than 10 working days in a row because you were ill or injured?; ☐ Yes ☐ No

Or

 - b) been advised by or discussed with your medical practitioner that because of an illness or injury you'll need to take at least 10 working days in a row off work (regardless if diagnosed) in the next 12 months? ☐ Yes ☐ No
3. Have you been diagnosed with an illness or injury that reduces your life expectancy to less than 24 months? ☐ Yes ☐ No
4. Have you ever been declined Death, Total and Permanent Disablement or Income Protection cover, offered insurance cover on non standard terms (e.g. premium loading and/or exclusion) whether accepted by you or not, or been excluded from insurance cover for a specific medical condition or injury? ☐ Yes ☐ No
5. Have you ever made or satisfied the requirements to make a claim for an injury or illness either in Australia or overseas through:
 - a) Vision Super or another super fund; ☐ Yes ☐ No
 - b) Workers' Compensation; ☐ Yes ☐ No
 - c) Government benefits (such as sickness benefit, invalid pension); or ☐ Yes ☐ No
 - d) An insurance Policy that provides Terminal Illness Total and Permanent Disablement cover, or Income Protection (including accident or illness) cover. ☐ Yes ☐ No

If you have answered "Yes" to any of the above questions you are not eligible to remove the Five-Year Pre-Existing Condition Exclusion.

Section D Privacy of Your Personal Information

I acknowledge that I have access to the Insurer’s privacy policy and agree that the Insurer may collect, use, disclose and handle my personal information in a manner set out in the Insurer’s privacy policy available on **mlcinsurance.com.au**

Section E Declaration and signature

- Please direct all enquiries to Vision Super on: **1300 547 873**.
- Please send this form to:
Vision Super, P.O. Box 18041, Collins Street East, VIC 8003

- I have read and understood the Vision Super Product Disclosure Statement (PDS) for the Active Super Saver product.
- I confirm that all statements and declarations given by me are true and correct.
- I acknowledge that the answers and declarations I have provided will form the basis of the contract of insurance.
- I have read and understand the duty to take reasonable care not to make a misrepresentation.

Member’s signature

	Date (DD/MM/YYYY)							