

ENCOMPASS PROTECTION APPLICATION DECLARATION FORM



The following pages contain the declarations that form part of an application for Encompass Protection life insurance.

This form has been designed for use by a financial adviser, should they wish to capture a client's physical signature confirming the client's agreement with the declarations of the application.

Client details

Policy owner details

Insured person details (if different from policy owner)

Application details

Reference number

Date of submission

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Duty to take reasonable care

When applying for insurance, you agree to take reasonable care not to make a misrepresentation to us before we issue your contract of insurance. The duty to take reasonable care is set out in the Encompass Protection Product Disclosure Statement and Policy Document (PDS) available on our website www.encompassprotect.com.au/PDS

What is 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.

If you do not meet your duty to take reasonable care

If you do not take reasonable care not to make a misrepresentation, this can have serious impacts on your insurance. Your policy and/or cover could be cancelled and/or 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.

Client confirmation

By signing this form, you agree:

- that the answers you've provided to the application questions are true and complete and you've not withheld anything material from your application; and
- with the declarations outlined on page 2 of this form.

Policy owner signature

X

Date:

 / /

Insured person signature

X

Date:

 / /

(if different from policy owner)

Application declarations

Declaration for the policy owner (where they are an individual) and the person to be insured (if they are not the policy owner)

You must carefully read the following declarations.

Note: By selecting "I/we Agree" to each declaration you have indicated your consent to the Declaration and Authority.

By selecting "Yes, I/we Agree" you have indicated your acceptance to all the terms and conditions as set out in the PDS.

I/we declare that I/we have read the following statements and I/we agree and acknowledge that:

- I/we consent to receive the Encompass Protection PDS and all notices electronically.
- I/we have read and understood the Encompass Protection PDS issued by MLC Limited (the Insurer), which I/we received in Australia.
- I/we have read and understood the notification of 'Your duty to take reasonable care not to make a misrepresentation' in the Encompass Protection PDS.
- The information provided in this application is true and complete.
- I/we understand no insurance will be effective until the Insurer or NEOS Life (the Administrator) accepts this application and issues a policy (or, in the case of an addition to an existing policy, a revised policy schedule), except for Interim Accident Cover and Interim Rollover Cover that will apply subject to specific terms and conditions.
- I/we appoint my financial adviser and their staff, as my agent, including to give instructions and receive notices, in relation to this application for insurance. I/we understand and agree that the Insurer and/or Administrator may accept information from me/us or from my/our financial adviser, as my/our agent, by any means acceptable to the Insurer (including electronically).
- I/we consent to the Insurer and/or Administrator disclosing or discussing with my/our financial adviser any matter relevant to the assessment of my/our application for insurance including financial, medical and other matters, whether disclosed in this application, obtained from third parties (e.g. doctors, accountants) or otherwise discovered as part of the assessment process.
- I/we authorise the Insurer and/or Administrator to forward any information obtained by it to any health practitioner or service, reinsurer, adviser, service provider or third party as is reasonably required for the purpose of assessing the application, administration of the insurance policy, assessment of a claim made under the policy and as otherwise may be required to comply with legal obligations.
- If existing insurance that I/we hold with another insurer is to be replaced with the insurance I/we have applied for, I/we will cancel the existing insurance. If I/we do not, I/we understand that any benefit payable under any insurance issued from this application will be reduced by any benefit paid or payable for the same event under existing insurance.
- Where I/we are replacing existing Encompass Protection cover that I/we have, I/we authorise and request the Insurer or Administrator to cancel the existing insurance I/we are replacing. I/we understand any loadings or exclusions that apply to the policy being replaced will apply to the new insurance issued from this application.
- I/we consent to the Insurer and Administrator sending notices or communications regarding my application or insurance to an email address or mobile number provided by me/us and agree that any communications received by the Insurer or Administrator from this email or mobile number will constitute valid communications or instructions from me/us. I/we also acknowledge my personal and sensitive information may be sent to that email address.
- I/we have read and understood the Insurer's Privacy Policy. I/we consent to the collection, use and disclosure of my/our personal information in accordance with the Privacy Policy.

Additional declaration for the policy owner

- I agree that the Insurer can pay the Administrator an upfront fee of 70% plus GST of my first year's annualised premium when my cover commences and for any non-indexation related increases to my cover, as well as 1.63% plus GST of all premiums I pay.

In the event my application is not accepted on standard terms:

- I authorise the Administrator to inform my financial adviser, or their representative, of the reasons for that decision.
- I understand that the Administrator will not provide copies of medical or other reports to my financial adviser, or their business, without first obtaining my consent (and the insured person's consent if they are different to the policy owner); and
- I authorise my financial adviser, or their representative, to communicate to the Administrator my acceptance of any revised terms on my behalf.



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Encompass Protection is issued by MLC Limited (MLC Life Insurance, the Insurer) ABN 90 000 000 402 AFSL 230694. NEOS Life (NEOS, the Administrator) is a registered business name of Australian Life Development Pty Ltd ABN 96 617 129 914 AFSL 502759. NEOS provides administration services (excluding the administration of claims) in relation to Encompass Protection on behalf of the Insurer.