

# group accident and sickness insurance application



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## 1. Important Information

Please read our combined Product Disclosure Statement (PDS) and Policy Wording document carefully to ensure it meets your needs before completing this application. This is provided to you together with this application form. All questions in this application must be answered. If you do not understand any question, please contact us or your insurance adviser.

### Duty of Disclosure

Before a person enters into a contract of general insurance with us, they have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that they know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time that a person enters into this contract of insurance with us, to that which applies when they renew, vary, extend or replace this contract of insurance.

### ***The Insured's Duty of Disclosure when they enter into this contract of insurance with us for the first time***

We will ask the Insured various questions when they first apply for this contract of insurance that are relevant to our decision whether to accept the risk of insurance and if so, on what terms. When the Insured answers those questions, they must:

- give us honest and complete answers;
- tell us everything they know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

### ***The Insured's Duty of Disclosure when they renew, vary, extend, reinstate or replace this contract of insurance***

When the Insured renews, extends, varies or reinstates their contract of insurance with us, the Insured's duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that they know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

### ***What the Insured does not need to tell us***

The duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know;
- as to which compliance with the duty is waived by us.

### ***Who does the Duty of Disclosure apply to?***

The Duty of Disclosure applies to the Insured.

### ***What happens if an Insured does not comply with the Duty of Disclosure?***

If an Insured fails to comply with the Duty of Disclosure, we may be entitled to reduce our liability under the Policy in respect of a claim or cancel the Policy. If the non-disclosure is fraudulent, we may be able to treat the Policy as if it was never effected.

### **Privacy**

We are bound by the National Privacy Principles of the Privacy Act 1988 (Cth).

We collect personal information from you and others so we can provide insurance, policy administration and claims handling and for associated reasons such as market or customer satisfaction research and product development.

We disclose personal information to persons we deal with in providing our services to you e.g. reinsurers, intermediaries, reference bureaus, credit reference agencies and insurance advisers. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we received it. By providing your personal information to us, you consent to us making these disclosures.

You may request access to information held by us about you, by contacting us. Further information about your Privacy is contained in the Product Disclosure Statement for this product and the Lumley Insurance Privacy Policy is also available at [www.lumley.com.au](http://www.lumley.com.au)

### **Cooling Off Period**

Even after making a decision to purchase this insurance, the Insured still has cooling off rights. The Insured can return this Policy by notifying us in writing within 21 days of cover commencing and we will refund the premium paid less any government taxes and charges that we cannot recover, unless something has occurred for which a claim may be payable under this insurance. Even after this cooling off period ends, the Insured still has cancellation rights (see the General Conditions Section of the PDS).



### 3. Weekly Benefit - Waiting Period and Benefit Period

**Waiting Period**  14 days (minimum)  21 days  28 days  Other  days

**Benefit Period**  52 weeks  104 weeks  Other  weeks

### 4. Aggregate Limit of Liability

General aggregate limit  \$ Charter or non-scheduled aircraft limit (*maximum \$500,000*)  \$

### 5. Cover Options

	Yes	No
(a) Full 24 Hour, 365 Days Cover	<input type="checkbox"/>	<input type="checkbox"/>
(b) Include Workers Compensation Top-Up	<input type="checkbox"/>	<input type="checkbox"/>
(c) Working Hours Cover Only	<input type="checkbox"/>	<input type="checkbox"/>
(d) Journey Cover Only	<input type="checkbox"/>	<input type="checkbox"/>
(e) Outside Working Hours Only	<input type="checkbox"/>	<input type="checkbox"/>
(f) Voluntary Workers Cover Only	<input type="checkbox"/>	<input type="checkbox"/>
(g) Other, please specify	<input type="text"/>	

### 6. Insurance History

Are you currently insured?  No  Yes

If **Yes**, please give the name of the current insurer

In the past 5 years have you ever claimed on this class of insurance before?  No  Yes

If **Yes**, please provide details below (*if necessary please attach a separate sheet*)

Have you ever had any Workers Compensation claims during the last 5 years?  No  Yes

If **Yes**, please provide details below (*if necessary please attach a separate sheet*)

## 7. Declaration

By signing this application form:

You hereby declare that:

- You have received, read and understood the Product Disclosure Statement and Policy Wording (PDS) (in particular your Duty of Disclosure and what is excluded) and agree to be bound by its terms and conditions;
- The disclosed particulars are true and correct;
- You have not withheld or suppressed any information concerning any particulars in this application; and
- If there is more than one insured and all have not signed this application you sign for and on their behalf.

You agree:

- That you will inform all insured persons covered under the policy (that are not you) of any non renewal, variation, avoidance or cancellation of the policy by you or us; and
- That you do not act on our behalf in entering into this insurance for the benefit of such insured persons and we do not hold anything in trust for you or them.

You consent to the use and disclosure of your personal information for the purposes shown in the Privacy section of our PDS and our Privacy Statement (available at [www.lumley.com.au](http://www.lumley.com.au)); and

You confirm that if you have disclosed personal information about any insured person or any other person you have made them or will make them aware that you have provided their personal information to us and the types of third parties we may provide it to, the relevant purposes we and third parties will use it for, and how the Insured person or other person can access it.

Your signature

Date (dd/mm/yyyy)

Please print name

Position held at company

Office use only	Sum Insured	Premium
Capital Benefits	\$	\$
Weekly Injury	\$	\$
Weekly Sickness	\$	\$
<b>Total Premium</b>		\$
GST		\$
Stamp Duty (      %)		\$
<b>Total Amount</b>		\$
Brokerage		\$
Brokerage GST		\$