

Applying for cover

In order to become covered for insured benefits under ClearView LifeSolutions or ClearView LifeSolutions Super, you will need to speak with your financial adviser. They can help you determine the type of cover and the benefit amount that will best suit your needs.

Your duty of disclosure

In this section, 'you/your' refers to the policy owner and if applicable the person insured if the cover is for the life of another person. Before we agree to issue an insurance policy, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to provide the insurance and on what terms.

You do not need to tell us anything that:

- reduces the risk to be undertaken by us
- is common knowledge
- we know or should know as an insurer, or
- we waive the duty to tell us about.

Please note, the above duty to disclose relevant matters continues until we have agreed to issue the insurance cover. This same duty applies before an insurance contract is extended, varied or reinstated.

If you are applying for insurance through ClearView LifeSolutions Super, the duty of disclosure applies to the Trustee, as trustee of the ClearView Retirement Plan, and you have a corresponding duty to disclose all relevant information to the Trustee.

Non-disclosure

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

If you do not tell us anything where required, and we would not have issued the insurance cover if you had told us, we may avoid the contract of insurance within three years of entering into it.

If we choose not to avoid the contract of insurance, we may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything as required. However, if the contract provides cover on death, we may only exercise this right within three years of entering into the contract in respect of that death cover.

If we choose not to avoid the contract of insurance or not reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything as required. However, this right does not apply in respect of any death cover.

If the failure to tell us everything as required by the duty of disclosure is fraudulent, we may refuse to pay a claim and treat the contract of insurance or any part of it as if it never existed, irrespective of the type of cover.

The policy owner and person insured should be aware that a failure by the person insured to tell us a matter of the kind referred to above may be treated as a failure by the policy owner to comply with his/her duty of disclosure.

When cover starts

Cover starts once your application has been approved and we have received the first premium. If your cover is held through ClearView LifeSolutions Super, you must be a member of the CRP before your cover can commence. If you have elected to pay your annual premium via a rollover, we will give you 30 days after the cover start date for the funds to be rolled over into the CRP. If we have not received the funds prior to the end of the 30 day period, we will notify you and give you the opportunity to speak with your superannuation fund. We encourage you to make contact with your superannuation fund to encourage the timely processing of your rollover request.

We will issue you with a policy certificate for each policy you applied for. For example, if you applied for flexi linked cover, you will receive two policy certificates, one for the cover held inside super and another for the cover held outside super. The policy certificate sets out the details of your cover including: person insured; benefit amount; cover start date; premium type; additional options that have been selected; and any special conditions or varied terms that may apply to your cover.

Your policy is a contract

Your policy is a contract that consists of:

- the PDS and Policy Document
- any other documents we issue which vary your policy, and
- the latest policy certificate we have issued in relation to your policy.

These documents are important and you should read them carefully and keep them in a safe place.