

# Group Personal Accident Proposal Form

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360GPASPFV221



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# Group Personal Accident Proposal Form

## Important Information

### Your duty to take reasonable care not to make a misrepresentation to us

#### Duty to take reasonable care not to make a misrepresentation

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to us.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

### Answering our Questions

Answers to our questions help us decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering our questions:

- + take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- + if another person is answering for you, we will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

### When does the duty apply until?

This duty applies until the time we agree to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary/change, replace or reinstate your insurance, up until the time we agree to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

### What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, we may reject or not fully pay your claim. We may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

### How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- + the type of this consumer insurance contract and its target market;
- + explanatory material or publicity produced or authorised by us;
- + how clear, and how specific, any questions asked by us were;
- + how clearly we communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- + whether or not an agent was acting for you; and
- + whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about you which we were aware of, or ought reasonably to have been aware of.

If we believe the duty is breached, we will at least explain why, we consider any response to the contrary and provide information on our dispute resolution procedures if we can't agree.

### Need more help?

If any question or guidance provided is not clear or you need additional assistance, you can contact your agent/broker in the first instance and/or contact us or go to <https://www.360uw.com.au/accidentandhealth/>.

### Privacy

We are committed to protecting your privacy in accordance with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at [www.360uw.com.au](http://www.360uw.com.au)

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us.

If you wish to access your file, please ask us.

### Agent of the Insurer

In arranging this insurance, 360 Accident and Health is acting under an authority given to it by Insurers, and is acting as the agent of the Insurer and not as your agent.

### Further Information

If you require any further information in relation to filling out this proposal, please contact your Insurance Broker. Also, if you have any further questions or need any further information relating to your insurance, you should contact your Insurance Broker, as they are your agent for this insurance.

### General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- + to promote better, more informed relations between Insurers and their customers;
- + to improve consumer confidence in the general insurance industry;
- + to provide fair and effective mechanisms for the resolution of complaints and disputes between Insurers and their customers;
- + to commit Insurers and the professionals they rely upon to higher standards of customer service; and
- + to promote continuous improvement of the general insurance industry through education and training.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively, you can request a brochure on the Code from us.

## General Information

Name of Insured:

Insured Persons:

Business Address:

Nature of Business:

Description of Duties:

Broker:

## Policy Information

Period of Insurance: From  To  (at 4pm AEST)

Please answer *Yes* or *No* to the following –

- + Does the Insured currently hold or has previously held any Personal Accident & Sickness Insurance Policy?  
 Yes  No
- + Has the Insured or any proposed Insured Person lodged any Personal Accident, Illness or WorkCover claims in the last three (3) years?  
 Yes  No
- + Has an application for insurance ever been declined or accepted on special terms for accident or sickness/illness insurance, or has any Insurer ever cancelled or declined to renew such a policy?  
 Yes  No

If you answered “Yes” to any of the above, please provide full details as well as Underwriters claims experience:

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### Number of Insured Persons to be covered

	NSW	ACT	QLD	VIC	TAS	SA	NT	WA	OVS
Employees									
Non-executive directors/committee members									
Voluntary Workers									
Nominated Persons									

Maximum number of Insured Persons to be covered at any one time:

What is the total Wageroll to be covered:

\$

Please detail the number of Insured Persons into the following age brackets:

up to 30  31-40  41-50  51-60  61-75

Will the Insured be undertaking Charter/Non Scheduled Flights?

Yes  No

Type of Aircraft	No. of flights	Average Duration	Average no. of employees any one flight	Maximum no. of employees any one flight
Helicopter Flights				
Fixed Wing Twin Engine Flights				
Fixed Wing Single Engine Flights				

## Benefits Required

### Sums Insured

Death and Capital Benefits \$

Weekly Benefits – Bodily Injury \$

Weekly Benefits – Sickness \$

Maximum % of Salary Payable  %

Excess Period  Days

Benefit Period  Weeks

Aggregate Limit of Liability \$

### Scope of Cover

- 24 Hour Cover
- Working Hours Only
- Outside Working Hours
- Journey Cover

# Declaration

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a Company, Partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be authorised to sign on behalf of all persons/entities identified as the intending insured(s). Before completing this document, I/We have read and understood the information herein, including the Important Notices. The answers given in this document and any other information supplied by the intending insured or by any other party on their behalf, are truthful and accurate.

I/We declare that the statements and particulars contained within this Proposal Form are true and that I/We have taken reasonable care not to make any misrepresentation that is false, misleading, dishonest or does not fairly reflect the truth. I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. This consent remains valid until I/We alter or revoke it by written notice. I/We also undertake to advise any changes to my/our personal information.

I/We understand that, if accepted, cover will be provided subject to terms and conditions set out in the Policy and not necessarily this proposal. I/We acknowledge that insurance has not been placed until 360 Accident and Health has confirmed acceptance of the proposed insurance.

Signature

Name

Position/Title

Date







# 360

Accident & Health

## NSW

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## QLD

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## WA

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