



Lumley Life Limited
ABN 20 000 017 194

Optimal Income Protection Insurance

Before you sign this application form, be aware that Lumley Life or its adviser is obliged to have provided you with a brochure containing a summary of the important information in relation to this product. This information will help you to understand the product and to decide whether it is appropriate to your needs.

Optimal Income Protection Insurance allows you to insure up to 75% of your Earned Income (net of business expenses) at the time you apply for the cover up to a maximum sum insured of \$300,000 per annum.

Earned Income is defined in the Policy Document.

*This application form expires on 31st December 2003.
Applications on this form received after this date will be declined.*

Traditional Values ~ Innovative Ideas



LIFE TO BE INSURED DETAILS

Title Given name(s) *Use BLOCK letters*

Surname

Gender

M ☐ F ☐

Date of birth

Age next birthday

Place of birth

Marital status

Permanent resident of Australia?

Yes ☐ No ☐

Do you smoke?

Yes ☐ No ☐

Residential address

Postcode

Home phone number

Mobile phone number

Work phone number

Fax number

Email address

POLICYOWNER DETAILS (if different from above)

Full name of policyowner

Relationship to the life to be insured (e.g. own company, family trust)

Contact phone number

Address for notices

Postcode

INCOME PROTECTION INSURANCE DETAILS

Is this an increase to an existing Lumley Life policy?

No ☐ Yes ☐ Existing policy no.

Occupation class

Annual Benefit

Instalment premium

Method of payment *

* If you choose the Monthly Payment option, please make sure that you complete the Direct Debit Request on Page 5.

Please make cheques payable to "Lumley Life Limited"

OCCUPATION DETAILS

Occupation

Main duties of your occupation

Hours worked per week

Number of years in industry

Qualifications (relevant to your occupation)

Nature of business or industry

Present employer

Business address

Postcode

Are you self employed?

No ☐ Yes ☐ How many employees do you have?

Income producing

Non-income producing

Date commenced **current** employment or business venture

OCCUPATION DETAILS *Continued*

Does your occupation involve lifting, driving or other manual duties?

No ☐ Yes ☐ Please give details in the table below

Duties	Hours per week	% Manual

Do you intend to change your occupation?

No ☐ Yes ☐ Please give details below

Type of new occupation

Date of intended change

Do you have a second occupation?

No ☐ Yes ☐ Please give details below

Occupation

Date commenced

Hours per week

Main duties of this occupation

INCOME DETAILS

What is your annual earned income (net of business expenses, but before tax) from your main occupation?

This year	\$
Last year	\$
Previous year	\$

Give full details of any "packaged" items e.g. superannuation, group salary continuance, telephone, motor vehicle leasing/running costs, income splitting, regular bonuses, etc

Item	Amount
	\$
	\$
	\$
	\$
Total Annual Remuneration	\$

INCOME DETAILS *Continued*

Annual income from second occupation (if applicable) (net of business expenses, but before tax)

Will your income continue if you are disabled?

No ☐ Yes ☐ Please give details below including the amount, type of income and for how long e.g. sick leave 35 days; GSC \$3,000 per month for 2 years

Have you ever been declared bankrupt or entered into an arrangement under the Bankruptcy Act?

No ☐ Yes ☐ Make sure that you also complete the separate Bankruptcy Statement.
Proof of income may be required.

CREDIT CARD PAYMENT DETAILS

For Half Yearly or Yearly Premiums only. Complete the following details if you wish to use this option.

Type of credit card

Bankcard ☐ MasterCard ☐ VISA ☐ Amex ☐ Diners ☐

Amount to be debited

Credit card expiry date

Credit card number

Credit cardholder's name

Cardholder's signature

Date

DISCLOSURE INFORMATION

Your Duty of Disclosure

Before you enter into a contract of life insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you extend, vary or reinstate a contract of life insurance. Your duty however, does not require disclosure of a matter: that diminishes the risk to be undertaken by the insurer; that is of common knowledge; that your insurer knows or, in the ordinary course of his business, ought to know; disclosure of which is waived by the insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the contract at any time. An insurer who is entitled to avoid a contract of life insurance may within three years of entering into it, elect not to avoid it, but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

DECLARATION AND SIGNATURE BY POLICYOWNER AND THE LIFE TO BE INSURED

1. I/We acknowledge that I/we have read the notice explaining my/our duty of disclosure and understand that this duty also applies until the Application has been accepted by Lumley Life Limited and the first premium or instalment of premium has been paid.
2. I/We have read and checked any answers not completed in my/our handwriting and to the best of my/our knowledge and belief, all the answers to the questions in this application and any supplementary application or personal statement which relate to me/us are true and correct and no information material to the assessment of this insurance has been withheld.
3. I, the proposed Life Insured, authorise and direct any medical or other practitioner to divulge at any time to Lumley Life Limited or to any lawfully constituted tribunal any and all information concerning my state of health and medical history, acquired in the course of any professional attendance or consultation. To this extent, all professional confidence and privilege is waived. I acknowledge that this authority does not in anyway diminish my duty of disclosure to Lumley Life.
4. I/We acknowledge that I/we have read and understood the Customer Information Brochure relating to the benefits proposed. I/We acknowledge that other than any interim cover applying as outlined in the Customer Information Brochure, no cover commences until this application has been accepted by Lumley Life and the first premium or instalment of premium has been paid.
5. I/We acknowledge that, in completing this application, I/We have (*please tick relevant boxes*):
 - ☒ provided information requested by my/our Adviser through a *Fact Finder and Needs Analysis*, and decided to purchase the policy, (and benefits) recommended;
 - ☐ chosen not to provide the information requested by the Adviser;

- ☐ decided to purchase a policy (and benefits) that differ from the Adviser's recommendation;
- ☐ sought no advice;
- ☐ sought advice only about a limited range of products;
- ☐ consent to personal information (including any sensitive information) being collected, used and disclosed by Lumley Life Limited and its agents.

and understand that a policy (and benefits) purchased without, or on the basis of an incomplete, *Fact Finder and Needs Analysis*, or which differs from the recommendation received, may result in a financial commitment to life insurance that may not be appropriate to my/our needs and objectives.

New privacy laws protect the privacy of individuals. The way in which we collect, use, disclose and handle your information is described in the Lumley Privacy Statement. Please be aware that if you wish to provide information to us, the duty of disclosure explained in your application for insurance applies to the information you give in this form. If you fail to comply with this duty you may be in breach of it. The consequences of this are explained in your application. Please phone the Privacy Officer on 1800 221 142 or (02) 9248 1255 if you have any questions or would like to request a copy of our Privacy Policy.

6. ☐ I/We consent to personal information including any sensitive information) being collected, used and disclosed by Lumley Life Limited and its agents.

Signature of **policyowner**



Date

/ /

Signature of the **life to be insured**



Date

/ /



DIRECT DEBIT SERVICE AGREEMENT

1. Agreement

1.1. If you sign the attached Direct Debit Request ("DDR") you agree that you have read this agreement and the DDR (together referred to as the "Agreement") and that the Agreement sets out all of the terms by which you authorise Lumley Life Limited ("Lumley") to make debits to your account as described in the DDR ("your account").

2. Authority to Debit Your Account

- 2.1. If a premium falls due for payment to Lumley in accordance with the insurance policy you have agreed to purchase from Lumley ("premium(s)") Lumley may debit your account as specified in the DDR in the amount of that premium.
- 2.2. If a premium is payable on a day that the financial institution nominated in the DDR ("financial institution") is not open for business in New South Wales, the debit relating to the premium will be debited from your account on the next day that the financial institution is so open for business.
- 2.3. Lumley may make a debit to your account which apart from this clause would not be authorised, provided it is equal to the value of any returned unpaid debit(s) which at the time of the debit remain(s) unpaid.

3. Your Obligations

- 3.1. You will ensure that there are sufficient funds available in your account to allow each debit under this Agreement to be made.
- 3.2. You represent to Lumley that you are authorised to operate your account without any other person's signature or authority.
- 3.3. You represent to Lumley that the financial institution at which your account is held makes a direct debit facility available in respect of your account and you represent that the details of your account in the DDR are correct.
- 3.4. You will promptly advise Lumley in writing if any of the details of your account change.

4. Lumley's Rights

- 4.1. If a debit is not made in accordance with this Agreement, Lumley shall not be liable for any direct, indirect or consequential loss or damage you or any other person may suffer.
- 4.2. If a debit cannot be made to your account in accordance with this Agreement or is returned unpaid, you agree to pay Lumley any fee or charge that Lumley incurs or imposes in connection with processing the debit or Lumley's attempt(s) to do so.

5. Termination and Variation

- 5.1. You may terminate this Agreement upon giving written notice which must be received by Lumley at least 5 days before the debit is due but you may not otherwise stop payment or suspend the operation of this Agreement without Lumley's prior written agreement.
- 5.2. Lumley may:
- terminate this Agreement without notice; or
 - vary any term of this Agreement or the value or frequency of the debit authorised by you under this Agreement upon giving you 14 days written notice.
- 5.3. Without limitation to the preceding clause, Lumley may terminate this Agreement if three or more debits are returned unpaid.

6. Confidentiality

- 6.1. Subject to Clause 6.2, Lumley will make all reasonable efforts to keep the information in the DDR secure.
- 6.2. Lumley will disclose information in the DDR when required to do so by law or in order to carry out the terms of this Agreement.

7. Dispute Resolution

If you believe that a debit to your account has been incorrectly made under this Agreement; or if you wish to inquire of Lumley the reason for a proposed variation to a term of this Agreement or the value or frequency of the debit authorised by it, you may notify Lumley in writing, by letter addressed to:

The Company Secretary, Lumley Life Ltd, PO Box Q340, Queen Victoria Building, Sydney NSW 1230.

DIRECT DEBIT REQUEST

☐ Monthly
☐ Half Yearly ☐ Yearly

TOTAL PREMIUM \$
INSTALMENT \$

Policy number

To: **Lumley Life Limited** ABN 20 000 017 194 ("Lumley")
(User ID 15339)

I/We request that monies due in accordance with my/our payment arrangements be drawn under the Direct Debit System from my/our account with:
(insert name of financial institution)

BSB number

: : : :

Account number (max. 9 digits)

: : : : : : : :

Name of account to be debited

I/We acknowledge that this Direct Debit Request is governed by the terms of the Direct Debit Service Agreement above.

Customer Signature(s)

Date

X

/ /

X

/ /

Please return this form to:
Lumley Life Limited
P.O. Box Q340, Queen Victoria Building
Sydney NSW 1230

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ADVISER NOTES

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ADVISER'S DETAILS

The information shown on this application accurately and completely records information given by the policyowner and the life to be insured.

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X

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X



Lumley Life Limited

ABN 20 000 017 194

Lumley Life Limited, Lumley House, 309 Kent Street, Sydney NSW 2000
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