

# Non-Smoker Declaration

## The Duty

### Duty of Disclosure

This Duty applies if your Life Insurance Product Disclosure Statement (PDS) has a Preparation Date from 1 August 2007 to 5 March 2021.

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you extend, vary or reinstate the contract. You do not need to tell us anything that:

- reduces the risk we insure you for;
- is common knowledge;
- we know or should know as an insurer;
- we waive your duty to tell us about.

### If you do not tell us something

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 you are required to, and we would not have insured you if you had told us, we may void the contract within 3 years of entering into it.

If we choose not to void the contract, 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 you should have. However, if the contract provides cover on death, we may only exercise this right within 3 years of entering into the contract.

If we choose not to void the contract or 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 you should have. However, this right does not apply if the contract provides cover on death. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

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

This Duty applies if your Life Insurance Product Disclosure Statement (PDS) has a Preparation Date from 4 September 2021.

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time, or agree to certain variations/changes, or agree to reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. The answers that you give us are vital to our decision whether to insure you and on what terms. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, your particular characteristics and circumstances we are aware of.

### If you do not meet your duty

If you do not meet the above duty, we may reject or not fully pay your claim.

Within the first three years, we may treat your cover as if it never existed if we would not have insured you on any terms if you had met the duty.

Instead of treating your cover as if it never existed, we may reduce the Cover Amount using a formula prescribed by law (we can only do this within the first three years for Life cover). For Critical Illness cover and Permanently Unable to Work cover, we may also change the terms of your cover to put us in the same position we would have been in if you had met the duty.

If you deliberately provide dishonest or inaccurate answers or were reckless in answering our questions, this is an act of fraud, and we may treat your cover as if it never existed.

We will apply these rights separately to Life cover, Critical Illness cover and Permanently Unable to Work cover.

### Contact Us

If you find our information or questions are unclear, you can contact us using the details on page 2 or visit [www.allianz.com.au/misrepresentation-life](http://www.allianz.com.au/misrepresentation-life)

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## Life Insured Details

Print Full Name \_\_\_\_\_ Title \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Policy Number \_\_\_\_\_

Name of Policy owner/s \_\_\_\_\_

### Please complete the following:

Have you smoked tobacco or any other substance during the last 12 months?

Yes  No

When did you cease smoking? \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Declaration

I declare that the statements I have given are to the best of my knowledge, true and complete and that I have not withheld any material information that may influence the assessment or acceptance of my application. I have read **the Duty** as set out above and in the PDS and understand the consequences should I/we not comply with the Duty. I acknowledge that Allianz will rely on statements in this questionnaire in deciding whether to accept my application for non-smoker premium rates.

Signature of Life Insured \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Policy Owners (s) \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Any questions? Call 13 1000

Please return the completed form to us:

By post, to Allianz Australia Life Insurance Limited, GPO Box 9870 Melbourne VIC 3001 or

By email, as a scanned or photo attachment, to [AllianzLifeSupport@allianz.com.au](mailto:AllianzLifeSupport@allianz.com.au)