



# Non-smoker's declaration

## Section A – Details of Life Insured

Surname

Given name(s)

Date of birth

Policy number(s)

### 1 Have you used any of the following within the last 12 months?

#### a) Cigarettes:

Yes ▶ if 'Yes' advise: Date last used

No

#### b) Cigars:

Yes ▶ if 'Yes' advise: Date last used

No

#### c) Pipes:

Yes ▶ if 'Yes' advise: Date last used

No

#### d) Nicotine replacement therapy including nicotine patches, gum, sprays or other forms of nicotine replacement:

Yes ▶ if 'Yes' advise: Date last used

No

#### e) e-Cigarettes or any related device used for the purpose of inhaling or vaping:

Yes ▶ if 'Yes' advise: Date last used

No

#### f) Any other inhaled substance:

Yes ▶ if 'Yes' advise: Date last used and provide full details of substance used

  

No

**Note:** If you have answered 'Yes' to any of Question 1 (a-f) above, you will not be eligible for non-smoker rates

### 2 What motivated you to cease?

  

#### 3 a) Have you been advised by a medical practitioner to cease smoking or to cease using a product containing nicotine due to a specific medical condition?

Yes ▶ if 'Yes' please provide details below  No

#### b) Do you have, or have you been advised by a medical practitioner, that you have a medical condition caused by or associated with smoking?

Yes ▶ if 'Yes' please provide details below  No

## Section B – Declaration

I declare that I have not smoked tobacco or any other substance, used a product containing nicotine or used an e-Cigarette or related device during the last 12 months and I apply for a Non-Smokers discount. I declare that the answers to all the questions on this form are true and correct and acknowledge that I have read and understood my duty of disclosure located on the reverse side of this non-smokers declaration.

Signature of life insured

Date

## Section C – Customer Contact Authority

**Only complete this section if you are happy to be contacted by a AIA Australia representative for more information in order to speed up the assessment process.**

Name of Life Insured

I agree that AIA Australia or an authorised representative may contact me in respect of my application or policy.

Most convenient day to call  Monday  Tuesday  Wednesday  Thursday  Friday  Any

Preferred method of contact	Please tick (✓) appropriate box	Preferred contact time (Monday to Friday 8am to 6pm)			
<input type="checkbox"/> Home phone number	( )	from	am/pm	to	am/pm
<input type="checkbox"/> Business phone number	( )	from	am/pm	to	am/pm
<input type="checkbox"/> Mobile phone number		from	am/pm	to	am/pm
<input type="checkbox"/> Email Address					

Signature of Life Insured

Date

## Section D – Non-Smoker's Declaration

### Duty of disclosure

Before a person enters into a life insurance contract (i.e. the applicant) in respect of their life or the life of another person (i.e. the life to be insured), they have a duty to tell the insurer anything that they know, or could reasonably be expected to know, may affect the insurer's decision to provide the insurance and on what terms.

The person entering into the contract has this duty of disclosure until the insurance is provided.

The person who has entered into the contract has the same duty before they extend, vary or reinstate the contract.

The person entering into the contract does not need to tell the insurer anything that:

- reduces the risk of the insurance; or
- is common knowledge; or
- the insurer knows or should know as an insurer; or
- the insurer waives the duty to tell the insurer about.

If the insurance is for the life of another person and that person does not tell the insurer something that they know, or could reasonably be expected to know, may affect the insurer's decision to provide the insurance and on what terms, this may be treated as a failure by the person entering into the contract to comply with their duty of disclosure.

### If the person entering into the contract or the life to be insured does not tell us something

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

If the person entering into the contract or the life to be insured does not tell the insurer anything they are required to, and the insurer would not have provided the insurance if they had been told, the insurer may avoid the contract within 3 years of entering into it.

If the insurer chooses not to avoid the contract, it may, at any time, reduce the amount of insurance provided. This would be worked out using a formula that takes into account the premium that would have been payable if the person entering the contract had told the insurer everything they should have. However, if the contract provides cover on death, the insurer may only exercise this right within three years of entering into the contract.

If the insurer chooses not to avoid the contract or reduce the amount of insurance provided, it may, at any time, vary the contract in a way that places the insurer in the same position it would have been in if the person entering the contract had told the insurer everything they should have. However, this right does not apply if the contract provides cover on death.

## Section D – Non-Smoker’s Declaration (continued)

If the failure to comply with the duty of disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Please send completed form to: AIA Australia Life Insurance, PO Box 319, Silverwater, NSW 2128