

Application for Non-Smoker Premium Rates

Policy details

Policy number

Person insured

Your duty to take reasonable care not to make a misrepresentation

This duty applies to the person who applies for the policy and the person whose life will be covered.

Your Duty

In applying for life insurance and answering our questions, you are under a duty to take reasonable care not to make a misrepresentation. This means that, when responding to our questions, your answers must be based on your actual belief that the information you are providing is accurate.

You should therefore think carefully about the answers you provide to our questions because if they are untrue, inaccurate or dishonest then this could be regarded as a misrepresentation.

Your duty to take reasonable care not to make a misrepresentation continues up until the time your policy commences. For example, when we contact you to confirm the answers you gave, or ask further questions prior to your policy commencing, the same duty applies.

Should your insurance contract be extended, varied or reinstated your duty will also apply to any of our questions or where we have asked you to confirm the answers you previously gave remain accurate.

What can we do if the duty is not met?

If, when answering our questions, you have not met your duty to take reasonable care not to make a misrepresentation, we may seek remedies that are available to us, which can have serious consequences for you. For example, we may:

- avoid the cover. This means that the policy is treated as though it never existed and you will not be able to make a claim under the policy. However, we will return your premiums;
- reduce the amount of the cover using a set formula which takes into account the premium that we would have charged if we had received the correct information. This means that we may reduce the insurance benefit under the policy; or
- vary the terms of the cover to put us in the position we would have been in if we had received the correct information. For example, we may apply an exclusion to your cover under the policy.

Whether we can exercise these remedies depends on a number of factors, including:

- what we would have done if the duty had been met, for example, whether we would have offered cover and, if so, on what terms;
 - whether the misrepresentation was fraudulent, including whether any misrepresentation was made deliberately or recklessly; and
 - whether the misrepresentation was innocent, including whether any misrepresentation made was not done so deliberately or recklessly.
- In some cases how long it has been since the cover started

The consequences will apply to each type of cover that could have been issued as a separate policy.

In the event we identify a possible misrepresentation before making a decision about your policy, we will explain our reasons, how to provide further information, and what you can do if you disagree.

Determining whether reasonable care has been taken

We will take into account all relevant circumstances in determining whether there has been a failure to take reasonable care not to make a misrepresentation, including your particular circumstances and whether you had a financial adviser. If someone helps you to answer the questions, including for example a financial adviser, you should check every answer as you are still responsible for ensuring that the answers are accurate.

If you need help answering any of our questions, please speak to your financial adviser or contact us on 132 979.

You can ask us to send you a copy of your answers we used to assess your application for your insurance policy.

Questions to be answered by the person insured

- 1.** In the last 12 months, have you smoked tobacco or used nicotine replacement products (this includes e-cigarettes and nicotine patches)? No
 Yes

If 'yes' what and how much?

- 2.** Did you, or were you told to, cease smoking due to medical reasons or on advice from a medical practitioner? No

If 'yes' please provide details Yes

- 3.** Do you have or have you suffered from any medical condition which may have been associated with or aggravated by your smoking? No
 Yes

If 'yes' please provide details

Declaration of the person insured and policy owner(s)

- I have read and consent to the collection, use and disclosure of my personal information as set out in the Trustee's and ClearView's Privacy Policy. ClearView's Privacy Policy is available at clearview.com.au or by contacting ClearView on **1800 265 744**. The Trustee's privacy policy is available at eqt.com.au/global/privacystatement or by contacting the Trustee's Group Privacy Officer on (03) 8623 5000.
- In answering these questions, I have read and understand my duty to take reasonable care not to make a misrepresentation, as set out on page 1 of this application.
- I confirm the answers I have given are true, correct and complete and confirm the answers are my own. I understand that this is important as ClearView relies on these answers for accepting cover (including on what terms) and that my failure to do so may have serious consequences including changes to terms, reduction of cover or treating the cover as if it never existed.
- I acknowledge that I am responsible for the answers even if they have been completed by someone else and that I have provided all the answers to that person and that I have checked the answers to ensure they are true, correct and complete.
- I understand that my new premium rate does not commence until I have received a written notification of acceptance from ClearView or the Trustee, as applicable.

Signature of person insured (and policy owner if same)	Date
<input type="text" value="X"/>	<input type="text"/>
Full name	
<input type="text"/>	
Signature of policy owner 1/Trustee 1/Director (if different to person insured)	Date
<input type="text" value="X"/>	<input type="text"/>
Full name and position with company (if applicable)	
<input type="text"/>	
Signature of policy owner 2/Trustee 2/Director 2	Date
<input type="text" value="X"/>	<input type="text"/>
Full name and position with company (if applicable)	
<input type="text"/>	

Sending your form:

Mail

ClearView
GPO Box 4232
Sydney NSW 2001

Email

clearviewlife.maintenance@clearview.com.au

Enquiries

132 979

ClearView ClearChoice and LifeSolutions are issued by ClearView Life Assurance Limited ABN 12 000 021 581 AFSL No. 227682 (ClearView). ClearView ClearChoice Super and LifeSolutions Super are issued by HTFS Nominees Pty Limited: ABN 78 000 880 553, AFSL 232500, RSE Licence No L0003216 as trustee of the HUB24 Super Fund, ABN 60 910 190 523, RSE R1074659.

clearview.com.au

All other life insurance products are issued by ClearView.