

3. Duty of disclosure

If you, as the person whose life is to be insured under the life insurance contract, do not tell us or the insurer something that you know, or could reasonably be expected to know, may affect the insurer's decision to provide insurance and on what terms, this may be treated as a failure by us to comply with our Duty of Disclosure. This could affect the insurance cover provided to you as described below.

Insured's duty of disclosure

A person who enters into a life insurance contract has a duty, before entering into the contract, to tell the insurer anything that he or she knows, or could reasonably be expected to know, that may affect the insurer's decision to provide the insurance and on what terms. The person entering into the contract has this duty until the insurer agrees to provide the insurance. The person entering into the contract has the same duty before he or she extends, varies or reinstates the contract. The person entering into the contract does not need to tell the insurer anything that:

- > reduces the risk the insurer insures you for; or
- > is common knowledge; or
- > the insurer knows or should know as an insurer; or
- > the insurer waives your duty to tell them about.

If you do not tell the insurer something that you know, or could reasonably be expected to know, or that 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 tell the insurer something that he or she must tell them.

If the person entering the contract 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 they do, the insurer may apply the following rights separately to each type of cover. If the person entering into the contract does not tell the insurer anything he or she is required to, and the insurer would not have provided the insurance if he or she had disclosed that information to them, the insurer may avoid the contract within 3 years of entering into it. If the insurer chooses not to avoid the contract, the insurer 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 he or she had told the insurer everything he or she should have. However, if the contract has a surrender value, or provides cover on death, the insurer may only exercise this right within 3 years of entering into the contract. If the insurer chooses not to avoid the contract or reduce the amount of insurance provided, the insurer may, at any time vary the contract in a way that places them in the same position they would have been in if he or she had told the insurer everything he or she should have. However, this right does not apply if the contract has a surrender value or provides cover on death. If the failure to tell the insurer is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Personal information

By completing this form, you consent to any personal information, including sensitive information, that AIA Australia may collect about you (including your responses in this Personal Statement) being handled, used and disclosed in accordance with the *Privacy Act 1988* (Cth) and the AIA Australia Privacy Policy at aia.com.au.

Other important information

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in the Advance Privacy Policy. The Advance Privacy Policy is available at advance.com.au or by calling 1800 998 185. It covers:

- > how you can access the personal information we hold about you and ask for it to be corrected;
- > how you may make a complaint about a breach of the Australian Privacy Principles, or a registered privacy code, and how we will deal with your complaint; and
- > how we collect, hold, use and disclose your personal information in more detail.

The BT Privacy Policy will be updated from time to time. Please read and understand the Privacy information contained in the PDS.

4. Your personal statement and confirmation of requirements

1. Please confirm (by ticking one box below) that all of the following statements are true and correct:

- (a) My current insurance cover with my current fund/insurer is in force and has not lapsed;
- (b) I will cancel my current insurance cover with my current fund/insurer once I receive confirmation from APPP that my Individual Insurance Transfer application has been accepted;
- (c) I will not be transferring my current insurance cover with my current fund/insurer to any other division or section of the current fund or to any other fund or insurer, other than Advance Personal Protection Package;
- (d) After my current insurance cover has been cancelled, I will not apply for a continuation option or reinstate my cover with my current fund/insurer;
- (e) I am either,
 - (i) gainfully employed, and working at least 15 hours per week & capable of undertaking gainful employment for at least 30 hours per week;
 - or
 - (ii) where I am not gainfully employed for reasons other than illness and injury and performing full time unpaid domestic duties in my own residence, I am capable of undertaking gainful employment for at least 30 hours per week.

