

11. Declaration and Consent

Please read your duty of disclosure and declaration carefully and sign the bottom of the page to show your acceptance of these terms. Failure to make the following declaration truthfully may invalidate your insurance.

IMPORTANT NOTICE: Your Duty of Disclosure

When you apply for this insurance, and whenever you apply to vary or reinstate it, you have a duty to disclose to Sovereign Assurance Company Limited (“Sovereign”) all information you know (or could reasonably be expected to know) that would influence the judgment of a prudent underwriter in deciding whether or not to insure you, and if so, on what terms and at what cost. If you fail to comply with your duty of disclosure, Sovereign may avoid this insurance from the beginning, which means your claim will not be paid.

Please note, Sovereign may request a copy of your entire medical file from your General Practitioner and other medical providers, when you make a claim.
IF IN DOUBT - DISCLOSE. WE TREAT ALL INFORMATION CONFIDENTIALLY.

Life assured:

I/We understand the importance of full disclosure of all information required in this application for Insurance

 YES

 NO

I/We consent to Sovereign obtaining my medical records from my doctor and other medical providers and have read the “My personal information” section below.

 YES

 NO

THE BELOW NAMED LIFE TO BE ASSURED AND POLICY OWNER(S) DECLARE AND AGREE THAT:

Disclosure:

- (a) I/We have read the notice explaining my/our duty of disclosure and all the statements contained in this application for insurance (‘Application’) are true and complete to the best of my/our knowledge.
- (b) Should the Life to be Assured undergo any alteration in mental or physical health or have a change of occupation between the date of this Application and the issue of the insurance, I/we agree to notify Sovereign immediately as this information is relevant to any decision Sovereign may make to accept this Application.
- (c) I/We understand that statements made in this Application, including statements made by me/us to any medical examiner or made by any medical examiner on my/our behalf, forms the entire basis of the insurance contract between me/us and Sovereign.
- (d) I/We acknowledge that my/our adviser receives commission from Sovereign.
- (e) I/We acknowledge that I/we are signing on behalf of any children and declare that I/we have disclosed all health information, including any pre-existing conditions, for such children and ourselves.

Underwriting:

- (f) I/We will be bound by the standard conditions applicable to the proposed insurance upon Sovereign’s acceptance of this Application. I/We understand that if my/our Application requires underwriting, then special terms (including special conditions, premium loadings, exclusions or maximums) may be applied to my/our policy. I/ We understand that any special terms will apply from the risk commencement date of my/our insurance. I/We understand that the special terms will be set out in the schedule to my/our policy document and will form part of my/our insurance contract. I/We will accept the special terms if I/we either make a premium payment after the policy free look period or agree to the special terms in writing.
- (g) I/We understand if additional information is required to process my/our Application, I/we may be telephoned by a Telephone Underwriter. The information that I/we provide to the Telephone Underwriter will form part of my/our Application.
- (h) I/We understand that if I/we do not consent to Sovereign collecting personal information on this Application and from the sources listed in paragraph (n) Sovereign may not be able to undertake a full underwriting assessment which may result in Sovereign declining to offer cover or offering cover on less favourable terms than I/we may otherwise be offered.
- (i) I/We understand that financial information may be required as part of the Illustration (quoting) process, and that any such information, if requested, will form part of my/our Application.

Replacement Policy:

- (j) I/We consent and give authority to Sovereign to cancel the policy/ies and/or benefits selected by me/us under Section 5(a) above, and that are to be replaced by the policy issued under this Application. Such cancellation is to take effect as at the date of issue of the new/replacement policy.

Premiums:

- (k) I/We understand the insurance proposed in this Application shall not commence until this Application has been accepted by Sovereign and the initial premium or a completed Direct Debit Authority or premium payment direction (such as a Credit Card) has been received by Sovereign.
- (l) I/We authorise Sovereign to debit the nominated credit card account with the premiums payable for the insurance. Sovereign may debit the credit card account with an Insurance premium even where there may be insufficient clear funds in the credit card account, but Sovereign shall not be obliged to do so. If there are insufficient funds but Sovereign debits the credit card Sovereign may also debit the credit card account with any applicable fees and charges. If the insurance premium cannot be recovered from me/us, then Sovereign may reverse the insurance premium payment resulting in the premiums being treated as not having been paid and Sovereign may be entitled to cancel the insurance in accordance with the insurance terms relating to non-payment of premiums.

My personal information:

- (m) I/We consent to the use of the personal information provided in this Application or obtained from any source indicated in paragraph (n) by Sovereign and/or any related companies (whether incorporated in New Zealand or elsewhere), their subsidiaries, their officers, their advisers and reinsurers so that they can assess this Application, for the processing of this Application and administration of my/our insurance cover and any claims including assessing if I/we have met my/our duty of disclosure under this Application or any prior applications, and for promotion of insurance and investment services to me/us. I/We understand that my/our personal information being stored at Sovereign’s head office, 74 Taharoto Road, Takapuna and by Sovereign’s data storage providers, including cloud-based data storage providers (whether in New Zealand or elsewhere). I/We understand that Sovereign will take reasonable steps to keep such information secure (whether in New Zealand or elsewhere). I/We understand that Sovereign may be required to disclose my/our personal information if disclosure is required by law, including laws of other jurisdictions, for example to government and regulatory authorities. I/We understand access to and correction of my/our personal information may be requested by me/us.
- (n) I/We consent and give authority to Sovereign and/or any of its related companies to seek from, and for all and any of the following, its officers and employees, to disclose to Sovereign and/or any of its related companies, their advisers, reinsurers, and to any legal tribunal before which any question concerning the insurance may arise, any medical, financial or other personal information affecting such insurance which they may hold in respect of me/us:
 - Dentists • Advisers • Employers (whether current or not) • Medical laboratories • Accident Compensation Corporation • Banks and other financial institutions
 - Accountants and other financial advisers • Insurers or reinsurers (whether public or private) • Counsellors, psychologists and therapists
 - Government departments, agencies, organisations and enterprises • Registered medical practitioners and specialists (which may include an entire copy of my/our medical file)
- (o) I/We understand that the supply of the information gathered from the above sources is voluntary and that Sovereign and/or any of its related companies may or may not seek information from the above agencies – whether they seek information is dependent on what information is required to make a decision on my/our insurance.
- (p) I/We understand that in collecting information that is relevant to this Application Sovereign may also receive/collect information that is not relevant to the assessment of this Application or the assessment and administration of my claim and Sovereign will not use this non-relevant information for any purpose.
- (q) I/We consent to the release of my/our name/s and basic contact details to Business Mentors under my/our Business Continuity Benefit, if applicable.

Insurance Policy:

- (r) The above answers have/have not been entered by me/us in this Application but they have been checked by me/us and no statement affecting this insurance has been made to any representative of Sovereign that is not recorded in this Application.
- (s) I/We acknowledge that the Illustration attached to Section 4 of this Application forms part of the Application and sets out the insurance benefits I/we are applying for.
- (t) I/We have been advised that a Specimen Policy Document and the financial statements of Sovereign are available to me/us on request from Sovereign’s Head Office.

General:

- (u) I/We understand that none of ASB Bank Limited or its subsidiaries, the Commonwealth Bank of Australia, or any other company in the Commonwealth Bank of Australia Group, or any of their directors, or any other person, guarantees Sovereign Assurance Company Limited or its subsidiaries, or any of the products issued by Sovereign Assurance Company Limited or its subsidiaries.

Please print full names of Life to be Assured

Signature of Life to be Assured

Date Day / Month / Year

