

# **Financial Professional and Policy Owner Certifications and Agreement**

MI

# 1. Proposed Policy Owner

Proposed policy owner's first name

Last name

1. Is a Foreign National, non-United States ("U.S.") Citizen, and either (please choose one):

Legally residing in the U.S., but without Lawful Permanent Resident status; or

Temporarily in the U.S. on a Non-Immigrant Visa that is recognized by Allianz;

2. Has documented in the Policy Application a demonstrated need for U.S. based life insurance coverage; and

3. Has documented in the Policy Application a Substantial Nexus to the U.S. in the State of \_\_\_\_\_\_

# 2. The Life Insurance Policy and Application

Policy Number\_\_\_\_\_\_\_ the ("Policy") applied for with Allianz Life Insurance Company of North America (Allianz). (To be filled in by Home Office)

## **Certifications and Agreement**

This "Agreement" to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ is made between

\_\_\_\_\_\_\_ the undersigned proposed policy owner ("Policy Owner") of a Policy applied for with Allianz, Proposed policy owner's name (please print)

and \_\_\_\_\_\_ the undersigned Financial Professional, Life Insurance Producer, or Agent ("Financial

Financial professional's name (please print)

Professional") and Allianz the issuer of the herein-named Policy, collectively called the "Parties" and individually a "Party," in consideration of the mutual promises set forth herein, and intending to be legally bound where:

# 3. Financial Professional

Is licensed and dualy appointed by Allianz to sell life insurance in the State of \_\_\_\_\_\_\_, has completed the *Allianz Foreign National Program Training* and fully understands the requirements of the *Allianz Foreign National Sales and Solicitation Requirements*.

# 4. Allianz

Agrees, based upon Policy Owner's Citizenship and Residency status and Financial Professional's qualifications to sell life insurance to clients in the U.S. under such circumstances, to issue (subject to underwriting) the Policy herein-named as a **U.S. issued and U.S. maintained Policy subject to special limitations and considerations of the** *Allianz Foreign National Program*.

# 5. The Policy Owner's Declarations

## **Documentation and Communications in English**

The Policy, all documents, and all future communications, except the Consumer Disclosure Statement as outlined in the following paragraph, are in English. Policy Owner has thoroughly reviewed and discussed with Financial Professional to Policy Owner's satisfaction, the terms of the Policy and application, and Policy Owner fully understands the essential terms of the Policy and application process because:

Delicy Owner fluently reads, writes, and speaks English; or

Policy Owner has secured the assistance of an interpreter and an approved and fully completed Allianz Certificate of Foreign Language Interpretation has been provided to Allianz for each part of the application process in which an Interpreter was used. Policy Owner certifies that the interpreter is not the selling financial professional for this life insurance policy.

## **Consumer Disclosure Statement**

- Policy Owner certifies as true, and ratifies adherence to, all elements of the *Allianz Life Insurance Company of North America Foreign National Program Consumer Disclosure Statement* – a copy of which, signed by Policy Owner, is attached to this Agreement, and a separate copy has been retained by Policy Owner for personal reference.
- Policy Owner certifies if the attached *Disclosure Statement* is in a language other than one the Policy Owner fluently reads, writes, and speaks that Policy Owner thoroughly reviewed and discussed the *Disclosure Statement* with Financial Professional through the assistance of an interpreter and an approved and fully completed Allianz *Certificate of Foreign Language Interpretation* has been provided to Allianz in connection with said *Disclosure Statement*.

## Foreign Tax and Legal Requirements

- Policy Owner understands that neither Allianz nor Financial Professional are authorized to conduct business in Policy Owner's country of legal citizenship, residence, or jurisdictional region in connection with the solicitation, application, delivery, and on-going service of the Policy. Policy Owner certifies the laws of Policy Owner's country of legal citizenship, residence, or jurisdictional region permit Policy Owner to purchase this Policy.
- Policy Owner represents and warrants that ascertaining any tax or other legal implications or treatments, other charges, or expenses, which the Policy may have in the U.S. or in Policy Owner's country of legal citizenship, residence, or jurisdictional region, as a result of the purchase of the Policy, are solely the responsibility of Policy Owner.
- Policy Owner understands Allianz reserves the right to refuse any action or request that would require Allianz or Financial Professional to be authorized to conduct business in, or subject Allianz or Financial Professional to, the laws of Policy Owner's country of legal citizenship, residence, or jurisdictional region. Such requests or actions may include, but are not limited to, changes of address to a location outside of the U.S. or subsequent changes in Policy ownership, which do not conform to the current or then existing Allianz *Foreign National Program* requirements. Policy Owner acknowledges such actions or requests are a breach of this *Agreement*, that Allianz may refuse such actions or requests, and Policy Owner further agrees to hold Allianz harmless from any and all loss, causes of action, or damages that may arise in connection with any such refusal by Allianz.

# 6. The Financial Professional's Declarations

#### **Documentation and Communications in English**

- The policy, all documents, and all future communications, except the *Consumer Disclosure Statement* as outlined in the following paragraph, are in English. Policy Owner has thoroughly reviewed and discussed with Financial Professional to Policy Owner's satisfaction, the terms of the Policy and application, and Financial Professional is satisfied the Policy Owner fully understands the essential terms of the Policy and application process because (please select one):
  - □ Policy Owner fluently reads, writes, and speaks English; or
  - □ Policy Owner has secured the assistance of an interpreter and an approved and fully completed Allianz Certificate of Foreign Language Interpretation has been provided to Allianz for each part of the application process in which an Interpreter was used.
- If an interpreter has been used in any part of the Policy and application process, Financial Professional further certifies that throughout any communications with any interpreter and the Policy Owner and/or the insured (if different than the Policy Owner) the interpreter speaks, reads, and understands both English and a language that the Policy Owner and/or insured understand.
- Financial Professional certifies he/she and his/her staff may not act as an interpreter for the policy owner or insured if different.

# 6. The Financial Professional's Declarations (continued)

#### **Consumer Disclosure Statement**

- Financial Professional certifies as true, and ratifies adherence to, all elements of the Allianz Life Insurance Company of North America Foreign National Program Consumer Disclosure Statement a copy of which, signed by Financial Professional, is attached to this Agreement, and a separate copy that has been provided to Policy Owner for personal reference.
- Financial Professional certifies if the attached *Disclosure Statement* is in a language other than one the Policy Owner fluently reads, writes, and speaks that Policy Owner thoroughly reviewed and discussed the *Disclosure Statement* with Policy Owner through the assistance of an interpreter and an approved and fully completed Allianz *Certificate of Foreign Language Interpretation* has been provided to Allianz in connection with said *Disclosure Statement*.
- Financial Professional certifies he/she will not and did not act as the interpreter for the policy owner or insured, if different and that the interpreter is not receiving any financial compensation from the sale of the life insurance policy.

# 7. Signatures

**In Witness Where of** the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written on page 1.

Signed at (City and State)	
Proposed policy owner's name (please print)	
Proposed policy owner's signature	Date
Financial professional's name (please print)	
Financial professional's signature	Date

#### Alternate signatures, if applicable

Individuals signing on behalf of an entity, represent they are authorized to execute this document, make the statements that have been agreed to, and further represent all requirements of those entities, including the use of any seal (in the case of a Corporation) and any authorized signatures (in the case of a Corporation and/or Trust) have been met.

Trust:1		_as trustee of the:			·		
	Trustee's signature			Trust name (please p	rint)	Date	
<b>T</b> 1							
Trust:1 Seco	nd trustee's signature (as applicable)	_ as trustee of the:		Trust name (please pi	rint)	Date	
Corporation	:			of the:			
	Officer's signature	Т	itle		Corporation name (p	lease print)	Date
Corporation	:	_ as		of the:			
·	Officer's signature (as applicable)	Т	itle		Corporation name (p	lease print)	Date

<sup>1</sup>Submit a current copy of the trust certification form if not already on file.

#### Please submit the form using one of the options below:

#### Email completed forms to:

lifeinsurance@send.allianzlife.com

## OR

# Web Upload:

You can upload your signed and completed form(s) by logging into your account at Allianzlife.com

#### OR

## Mail:

Regular Mail Allianz Life Insurance Company of North America PO Box 59060 Minneapolis, MN 55459-0060

# OR

Fax: 763.582.6004

Any questions? Call us at 800.950.7372

Overnight Mail Allianz Life Insurance Company of North America 5701 Golden Hills Drive Minneapolis, MN 55416-1297