

Disclosure

Your Duty of Disclosure - Duty to take reasonable care not to make a misrepresentation

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth)(ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA)(Consumer Contracts) to take all reasonable care to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer decision to insure you and on what terms. You have that duty after application, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is of common knowledge; or
- that the insurer knows or, in the ordinary course of their business as an Insurer, ought to know; or
- as to which compliance with your duty is waived by the insurer.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.

Non-Disclosure

If you fail to take reasonable care in disclosing information to the insurer in the case of consumer contracts, or do not tell the insurer anything you are required to, the insurer may cancel your contract or reduce the amount that they are required to pay you if you make a claim or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Your Duty of Disclosure - Other Contracts

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a duty of disclosure to the insurer. This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may void the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third party motor vehicle insurance, the insurer may have rights of recovery against the insured in the event of misrepresentation, mis-statement or non-disclosure.

Your Duty of Disclosure - Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named Insured's.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured.

We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.