

Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contract Act 1984 (Ch) (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's decision to insure you and on what terms. You have that duty after proposal, 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 common knowledge;*
- *Your insurer knows or should know as an insurer; or*
- *The insurer waives compliance with your duty of disclosure*

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

Non-disclosure

If you fail to take reasonable care in disclosing information to us in the case of consumer contracts, or do not tell your insurer anything you are required to, the insurer, may cancel your contract or reduce the amount that it is 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.