

Your Disclosure Duties

At this stage, we draw your attention to your relevant disclosure duty. Please read and direct any queries you may have to us immediately. In the absence of any queries from you we will assume that you have read and understood them.

If you are a consumer and you are a new client:

Your duty to take reasonable care not to make a misrepresentation

Your application for insurance cover will be treated as if you are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true or does not fairly reflect the truth.

When you apply for insurance, we will ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime you answer our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

If you do not comply with your duty

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain right, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- Avoid your insurance cover. This means that your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- Explain our reasons why we believe you have breached your duty; and
- Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

If you are a consumer and you are an existing client:

Your duty to take reasonable care not to make a misrepresentation

Before you renew this contract of insurance, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the *Insurance Contracts Act 1984* (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true or does not fairly reflect the truth.

When you apply to renew this insurance, we may ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, we will understand this to mean that there are no changes.

You have this duty until we agree to renew the contract, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance. We may later investigate the answers you provide to us, for example, when a claim is made. To take reasonable care not to make a misrepresentation applies anytime you answer our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

If you do not comply with your duty

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain rights, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- Avoid your insurance cover. This means that your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- Explain our reasons why we believe you have breached your duty; and
- Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

If you are not a consumer and you are a new or existing client:

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- > reduces the risk we insure you for; or
- > is common knowledge; or
- > we know or should know as an insurer; or
- > we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

General Advice Warning

This document and the information it contains is regarded as general advice only. That is, this advice does not take into account any of your particular objectives, financial situation or needs. For this reason, before acting on any of this information, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs.