



## Consumer Insurance Contract Opt In Notice

This insurance is a consumer insurance contract.

### Your Duty To Take Reasonable Care Not To Make A Misrepresentation To Us

#### What is the duty?

All persons who will be an **insured** covered by the insurance (referred to as **you, your**) have a legal duty to take reasonable care not to make a misrepresentation to **us** (i.e., the insurer).

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. E.g., a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

**We** will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question

#### Answering our Questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering **our** questions:

- take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for **you**, **we** will treat their answers as **yours**. In such a case **you** should check the questions have been answered correctly on **your** behalf by them.

#### When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell us about this change before the time ends.

#### What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **we** may reject or not fully pay **your** claim. **We** may also, or as an alternative, cancel **your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by **you** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

#### How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific, any questions asked by **us** were;
- how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

**We** must also take account of any particular characteristics or circumstances about **you** which we were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

#### Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us**.