

Your Duty to take Reasonable Care to Not make a Misrepresentation

Applicable to consumer insurance policies including but not limited to Home & Contents, Landlords, Residential Strata, Motor Vehicle, Pleasure Craft, Accident &/or Sickness and Travel insurance.

This duty applies before you enter into a policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and provide information.

The insurer will use the answers and information you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms.

To ensure you meet your duty, your answers to the questions and information you provide must be truthful, accurate and complete.

This also applies to information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed.

If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

If you fail to meet your Duty to take Reasonable Care to Not make a Misrepresentation, the insurer may be able to cancel your policy or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the policy as if it never existed.

Your duty is continuous, so tell us when things change

without delay so that we can advise the insurer and act to avoid policy coverage issues which could also result in a declined claim or a delayed or reduced settlement.

The word "insurer" in this advice includes an existing insurer and any prospective insurer.
