



DUTY OF DISCLOSURE

Your duty of disclosure

Before you enter a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know or could reasonably be expected to know, is relevant to the Insurers' decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose these matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer
- that is of common knowledge
- that your Insurer knows, or in the ordinary course of his business ought to know
- as to which compliance with your duty is waived by the Insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.