

Duty of Disclosure

Your responsibilities and rights as a consumer under the Consumer Insurance Contracts Act 2019

- You must take reasonable care in answering all of the questions which are relevant to the Insurer in providing this insurance and setting the terms and premium. Please contact us if you do not understand any question or the nature of the information required. If you make a false or misleading claim in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract
- You must, in answering the questions, seek full and proper enquiry of all relevant parties in relation to the answers given and all information and/or supporting documentation supplied with or in relation to any question raised.
- You must tell the Insurer as soon as practicably possible about any changes to the information you have provided to the Insurer which happens before or during any period of insurance. The Insurer will tell you if such change affects your insurance and if so, whether the change will result in revised terms and/or premium being applied to your policy. An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the subject matter of the contract, including as described in an “alteration of risk” clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.
- You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.
- You must notify the insurer of a claim within a reasonable time. If you become aware after a claim is made, of information that would either support or prejudice the claim, you are under a duty to disclose it.
- Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are voiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.