

# Disclosure Duties

Webber Insurance Services Pty Ltd



# Duty of Disclosure

(Non-Consumer Insurance Contracts Only)

## Important Notices

For your protection under legislation, we are required to inform you of your duty of disclosure and draw your attention to the following important information.

### Please Note

A consumer insurance contract is an insurance policy obtained wholly or predominantly in relation to personal, domestic or household insurance purposes.

---

## Introduction

The Insurance Contracts Act 1984 requires insurance companies to provide certain information to people intending to insure with them. The information concerns the duty of disclosure of an intending Insured and the effect of particular types of clauses in a proposed insurance policy. Where an Insurance Broker is involved in the transaction, the information is to be provided by the broker. The Insurance (Agents and Brokers) Act 1984 also requires us to inform you about some other matters where they are relevant to particular policies.

## What Information Does an Insurance Company / Broker Have to Give you?

In general terms, the kind of information, which an insurance company/broker must give you, is as follows:

### 1. Your Duty of Disclosure

Before you enter into 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, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

#### **Your duty, however, 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.

### 2. Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce his 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 voiding the contract from its beginning.

### 3. Claims Made Insurance

This policy may have an Errors & Omissions section.

Your attention is drawn to the fact that if the Errors & Omissions section of this policy is selected, the cover will be placed on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

### 4. Retroactive Liability

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

## 5. Liability Assumed Under Agreement

Cover provided by this form of liability insurance does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

## 6. Utmost Good Faith

In accordance with Section 13 of the Insurance Contracts Act 1984 (Cth), the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer / insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

---

## Privacy Notice

Please refer to our [privacy policy](#) for further details.

**Please note that your duty applies also when you seek to renew, extend, alter or reinstate a policy.**

Alternatively, if you have any query about whether information needs to be disclosed, please contact our office [here](#).



# Duty to Not Make a Misrepresentation

(Consumer Insurance Contracts Only)

## Important Notices

For your protection under legislation, we are required to inform you of your duty to not make a misrepresentation and draw your attention to the following important information.

### Please Note

A consumer insurance contract is an insurance policy obtained wholly or predominantly in relation to personal, domestic or household insurance purposes.

---

## Introduction

The Insurance Contracts Act 1984 requires insurance companies to provide certain information to people intending to insure with them. The information concerns the duty of disclosure of an intending Insured and the effect of particular types of clauses in a proposed insurance policy. Where an Insurance Broker is involved in the transaction, the information is to be provided by the broker. The Insurance (Agents and Brokers) Act 1984 also requires us to inform you about some other matters where they are relevant to particular policies.



## What Information Does an Insurance Company / Broker Have to Give You?

In general terms, the kind of information, which an insurance company/broker must give you, is as follows:

### 1. Your Duty Not to Make a Misrepresentation

If you are applying for a new consumer insurance contract, renewing or varying an existing consumer insurance contract, which is an insurance policy obtained wholly or predominantly in relation to personal, domestic or household insurance purposes, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions).

### 2. Non-Disclosure

If you fail to comply with your duty to not make a misrepresentation, the Insurer may be entitled to reduce his 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 voiding the contract from its beginning.

### 3. Utmost Good Faith

In accordance with Section 13 of the Insurance Contracts Act 1984 (Cth), the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer / insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

---

## Privacy Notice

Please refer to our [privacy policy](#) for further details.

**Please note that your duty applies also when you seek to renew, extend, alter or reinstate a policy.**

Alternatively, if you have any query about whether information needs to be disclosed, please contact our office [here](#).

