

## CLIENT DISCLOSURE AND ACKNOWLEDGEMENT

### **DUTY OF DISCLOSURE**

When you apply for insurance, you have a legal duty of disclosure. You must act honestly, fairly, transparently and with utmost good faith. This means you or anyone acting on your behalf must tell us everything you know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. to accept or decline your insurance, and/or
2. the cost or terms of the insurance, including the excess.

You also have this duty every time your insurance policy renews and any time that you make changes to it.

#### **Information you will need to disclose include:**

- circumstances which could increase the risk of an insurance claim;
- any criminal offence or convictions, subject to the Criminal Records (Clean Slate) Act 2004;
- any cancellation, refusal to renew insurance or imposing of special terms by another insurer;
- insurance claims you have made in the past, including any that were declined by an insurance company;
- any current or previous bankruptcy, receivership or liquidation.

#### **For motor vehicle insurance, you will need to disclose:**

- Any change of drivers, including a change of main driver of an insured motor vehicle.
- If you are a parent insuring your child's motor vehicle in your own name.
- Any previous traffic violations including speeding, reckless driving, drink driving or drug driving.
- Any non- factory modifications (whether structural, performance or cosmetic) to an insured motor vehicle.
- Any change of use of an insured motor vehicle (for example, a private car now used as a courier vehicle).
- Any previous accidents, or history of your losses, whether you were insured at the time or not.

#### **Information you do NOT need to disclose include:**

- circumstances which would diminish the risk of an insurance claim;
- anything that we know or would be expected to know in the ordinary course of our business;
- anything that we advise you do not need to disclose.

If you or anyone acting on your behalf breaches this duty, your insurer may treat your insurance policy as being of no effect and to have never existed. They may refuse to pay all or part of your claim.

Please ask us if you are not sure what information is considered to be material.

You must read your insurance policy and let us know if there is anything you want explained or corrected.