

## IMPORTANT NOTICES

### Your Rights and Obligations

The Duty of Utmost Good Faith: The Insurance Contracts Act 1984 states the following: "A contract of insurance is a contract based on utmost good faith and there is implied in such a contract a provision requiring each party to it to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.

### Your Policy is a Consumer Insurance Contract

Under the Financial Sector Reform (Hayne Royal Commission Response) Act 2020, Your policy is categorised as a Consumer Insurance Contract (CIC).

Before You enter into a consumer insurance contract, You have a duty to take reasonable care not to make a misrepresentation. You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

Whether or not You have taken reasonable care not to make a misrepresentation will be determined with regard to all the relevant circumstances with the following matters likely to be taken into account:

- The type of consumer insurance contract and its target market;
- Explanatory material or publicity produced or authorised by Us;
- How clear, and how specific were any questions asked by Us;
- How clearly the importance of answering those questions and the possible consequences of failing to do so were communicated to You;
- Whether or not an agent was acting for You;
- Whether the contract was a new contract or was being renewed, extended, varied or reinstated.

If it is determined that a misrepresentation has been made, We may cancel Your contract or the Insurer may reduce the amount they pay You if You make a claim, or both.

Please note that a misrepresentation made fraudulently is made in breach of this duty, and the Insurer may refuse to pay a claim and treat the contract as if it never existed.

### Who needs to tell Us:

It is important that You understand You are answering Our questions for yourself and anyone else who You want to be covered by the Policy

### Cancellation

You may cancel the policy at any time by notifying us in writing.

Subject to the provisions of the Insurance Contracts Act 1984, the underwriters may cancel the policy by giving you notice in writing of the date on which cancellation is to take effect. Such notice is to be delivered personally, emailed or posted by certified mail or to your address last notified to us. Proof of mailing is sufficient proof of notice.