

DISCLAIMER

The information in this website is intended for Australian Residents only.

Any advice provided is general advice only. Please consider your needs, financial situation and obtain the combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS)/Policy Wording available before making any decision to acquire a product. Coverage may differ based on specific clauses in individual policies.

All product and service details, terms, conditions and other information are subject to change at anytime without notice.

DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their decision to insure you and on what terms.

You have this duty until they agree to insure you.

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

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

You have a legal duty under the Insurance Contracts Act to take reasonable care not to make a misrepresentation to the insurer before the relevant contract of insurance is entered into.

This responsibility applies until the insurer issues a policy to you for the first time or agrees to renew, extend, vary/change, or reinstate your Policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

If You do not meet the above Duty, the insurer may reject or not fully pay your claim and/or cancel your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and the insurer may treat your Policy as if it never existed.

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