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**From:** Insurance Review  
**To:** no-reply@mbie.govt.nz  
**Subject:** RE: Response to Review of insurance contract law comprehensive form

**From:** no-reply@mbie.govt.nz [mailto:no-reply@mbie.govt.nz]  
**Sent:** Friday, 28 June 2019 9:38 a.m.  
**To:** Insurance Review  
**Subject:** Response to Review of insurance contract law comprehensive form

**Preamble question 1**

**Do you have any feedback regarding the objectives for the review?**

I agree with all of them

**Preamble question 2**

**Do you have feedback in relation to the options for disclosure by consumers?**

I agree with the costs and benefits of the proposed options

I disagree with maintaining the status quo

**Explanatory text for qn2**

**Preamble qn 3 and 4**

**Should insurers be required to warn consumers of the duty to disclose? Should insurers be required to warn all insureds of the duty to disclose, including businesses?**

Yes

**Should insurers have to tell consumers what third party information they will access, when they will access it and if they will use it to underwrite the policy?**

Yes

**Preamble q 5**

**What is your feedback on the options in relation to disclosure by businesses?**

**Explanatory text for question 5**

**Preamble q 6**

**If we have a separate duty of disclosure for businesses, should small businesses have the same duty as consumers? If so, how should small businesses be defined?**

**If a duty of fair presentation is adopted, should businesses be allowed to contract out of the duty?**

**What are the pros and cons? If businesses are allowed to contract out the duty of fair presentation, should the duty apply to all businesses?**

**Preamble question 8**

**What is your feedback in relation to the disclosure remedy options?**

I agree with Option 1 & 2

**Explanatory text for question 8**

**Preamble question 9**

**Is it fair to require insurers to pay claims that are unrelated to a non-disclosure or misrepresentation, even if the insurer would not have entered into the contract had they known the facts?**

Yes

**Should insurers be able to offer reduced cover or ask the insured to cover the difference in order to recoup the amount they would have charged if they had the facts?**

No

**Should we clarify that where a contract has been avoided and all claims rejected, the insured is not required to refund claims money if it is not easily returnable and would hard and unfair to the insured? Why or why not?**

**Do you agree that section 35 of Subpart 3 of the Contract and Commercial Law Act should not apply to insurance contracts? Are there any other sections of the Contract and Commercial Law Act that should not apply to insurance contracts?**

**Preamble qn 13**

**Do you agree with the proposed change to the misrepresentation provisions in the Insurance Law Reform Act 1977? Why/why not?**

Yes

**Preamble qn 14**

**Which of the terms in Table 4 are unfair? In your opinion, are they exempt from the unfair contract terms prohibition?**

All of them

**Preamble qn 15**

**What is your feedback on the UCT options?**

I prefer Option 1

**Explanatory text for question 15**

**Preamble question 16**

**What is your feedback on the options to help consumers understand and compare contracts?**

I agree with all of those options

**Explanatory text for qn 16**

**Preamble qn 17**

**What is your feedback on the options?**

I prefer Option 3

**Explanatory text for qn 17**

**Can the issues with the status quo be overcome with insurers contractually requiring representatives to pass on all material relevant information? What are the benefits of a statutory obligation requiring representatives to pass on information?**

Yes

**Should consumer insureds be treated differently from commercial insureds in relation to these issues?**

Yes

**Preamble qn 20**

**What is your feedback on the options in relation to section 11 of the Insurance Law Reform Act 1977?**

Unsure

**Preamble qn 21**

**What is your feedback on the option to provide that Section 9 of the Insurance Law Reform Act 1977 does not apply to time limits under claims made policies?**

Agree

**Explanatory text for qn 21**

**If section 9 were to no longer apply to claims-made policies, should there should be an extended period (e.g. 28 days) for notifying claims or potential claims after the end of a policy term?**

Yes

**Preamble qn 23-24**

**What is your feedback in relation to the options for section 9 of the Law Reform Act?**

Agree

**Explanatory text for qn 23**

**If the option is adopted, should it apply to insolvency only? Should third parties be required to get leave of the court? Should reinsurance contracts be excluded from the application of the option?**

**Preamble qn 25**

**What is your feedback to the options in relation to the duty of utmost good faith?**

I prefer Option 2

**Explanatory text for qn 25**

**Preamble qn 26**

**Do you have any feedback on the proposal to consolidate non-marine insurance statutes into a single statute?**

I agree with the consolidation idea

**Preamble question 27**

**Do you have feedback on our proposed approach in relation to the Marine Insurance Act 1908?**

**Preamble qn 28**

**Are the above provisions redundant ? Why/why not? Are there other redundant provisions in the legislation covered by this review?**

Yes - they're redundant

**Preamble qn 29**

**Do you agree with the proposed option in relation to registration of assignments of life insurance policies?**

**Preamble qn 30**

**Should the maximum payment amounts for life insurance policies for minors be increased? Why or why not?**

No

**Your name**

Merv Ransom

**Your organisation**

**Your email address**

**In what capacity are you making this submission?**

individual consumer

**Other capacity**

**Use of personal information - intro**

**Can we include your name or other personal information in any information about submissions that we may publish?**

yes

**We intend to upload submissions to our website. Can we include your submission on the website?**

yes

**You may ask us to keep your submission, or parts of your submission, confidential. If so, you'll need to attach reasons and grounds under the Official Information Act 1982 for consideration.**

no

**You've indicated that you would like us to keep your submission confidential. Please tell us your reasons and grounds under the OIA that we should consider.**