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To Whom it may Concern

Please accept my submission on the Insurance Contract Review

The salient points I wish to make are:

1. All Contracts must be written in plain English with no technical jargon used where possible. If used then explained at time.
2. All Contentious issues should be explained at time of contract being taken out. I.e. what it covers and does not cover, exclusions and full what disclosure means etc.
3. Tick box as each important issue covered
4. These should sign that they have fully disclosed all relevant information that have been conveyed and understood
5. Customer signs if happy
6. Ability to take contract away to be reviewed, at present this is not always an option.
7. Translations for those whose English is limited or access to Language line.
- 8.

Submission on discussion document: Insurance contract law review

Your name and organisation

Name	s 9(2)(a)
Organisation	

Regarding consumers' disclosure obligations

Were you aware of your general duty to disclose all material information when applying for insurance, and that the duty goes beyond the specific questions you are asked in your application for insurance?
<i>Only after I took 5 minutes to read documents and ask questions and the lady was getting fed up with me – He words "its all there read it later nothing to worry about" Yeah right!</i>
If you were aware of your duty to disclose material information, who informed you of this duty?
<i>Only after I took 5 minutes to read documents and ask questions and the lady was getting fed up with me – He words "its all there read it later nothing to worry about" Yeah right!</i>
When applying for insurance, do you understand what material information you need to give the insurer so they can assess the risk of providing you with insurance?
<i>Not initially but did after talking to them</i>
Do consumers understand the potential consequences of breaching their duty of disclosure?
<i>No not full consequences and they think they have fulfilled it because it is not explained and more so with ONLINE insurance</i>
Have you ever breached your duty of disclosure? What consequences were there for you in terms of the insurance cover you were able to obtain under the policy following the breach?
<i>Not that I'm aware of, if circumstances change I ring them, etc.</i>

Regarding conduct of insurers

What do you think fair treatment looks like from both an insurer's and consumer's perspective? What behaviours and obligations should each party have during the lifecycle of an insurance contract that would constitute fair treatment?
<i>Plain English contracts important obligation and contentious points explained and signed off</i>
What has your experience been of the claims handling process? Please comment particularly

on:

- information from the claims handler about:
 - timeframes and updates on timeframes
 - reasons for declining the claim (if relevant)
 - how you can complain if declined
- The handling of complaints (if relevant)

Reasonable most of the time but some excessive lengths when trying to avoid paying out

Have you ever been sold an insurance product that was inappropriate for your circumstances? Or are you aware of this happening to others?

No

Have you ever felt undue pressure from an insurer or insurance intermediary (such as an insurance broker or salesperson) to buy or renew an insurance policy?

Yes in life insurance when changes have been made and also to change to inflation adjusted one

Regarding difficulties comparing and changing providers and policies

When considering the purchase of insurance, what sources of information do you draw upon to make your decision? (e.g. comparison websites, talking directly to different insurance providers, talking to an insurance broker or financial adviser)

[Insert response here]

How long do you think you typically spend reading an insurance policy before you purchase it?

Few hours researching, then further 45 min to hour reading contract before signing it

Do you think you have a good understanding of the insurance policies you currently hold?

Reasonable

If not, what is the main barrier to you understanding your insurance policy?

The language and jargon used, I did ask question at the time to clarify but may have forgotten about them now

Have you ever been in a situation where you thought you had a certain level of cover under your policy, but when you went to make a claim found you were not covered? If so, please provide us with a description of the situation.

[Insert response here]

Would you like to switch insurance providers? If so, what is your main barrier to switching?

Losing no claims through length of service and also not getting full reimbursement of outstanding part of the policy. The admin fees incurred

What, if anything, should the government do to make it easier for consumers to compare and change insurance providers and policies?

Make it that Insurance policies in plain English, tick boxes for all salient points that could be contentious That should be explained to us and ticked off and we sign we have understood.

Regarding exceptions from the Fair Trading Act's unfair contract terms provisions

Are you aware of instances where the current exceptions for insurance contracts from the unfair contract terms provisions under the Fair Trading Act are causing problems for consumers? If so, please give examples.

Medical insurance where technical jargon is used and not fully understood, also hard to remember what medical issues we have had - why does it not say we want copy of medical record from Dr or ask for right to access? Would be fairer

More generally, are there terms in insurance contracts that you consider to be unfair? If so, why do you consider them to be unfair?

Clearly no spelling out in plain English or telling us in person when we are taking it out that it doesn't cover this or that e.g. repair house but may use different planks if can't find a match but does not clearly say only those damaged. OR you ask to take out total replacement house insurance but not covered fully for natural disasters not told this

Other comments

We welcome any other comments that you may have.

If they expected full disclosure to best of our abilities then they should disclose facts up front To us too. e.g. You ask to take out total replacement house insurance but not covered fully for natural disasters not told this

They should have it if plain English and not technical jargon especially for medical insurance