

Regarding the objectives of the review

1	Are these the right objectives to have in mind?
	<p><u>Objectives 1 and 2</u></p> <p>We support objectives 1 and 2. However, we do not believe that the objectives (as expanded on in paragraphs 15-18), adequately acknowledge the unique nature of insurance contracts and insurance business.</p> <p>More specifically, regarding objective 2:</p> <ul style="list-style-type: none">• Paragraph 16: while we agree that insurers must treat consumers fairly, fairness should operate both ways – customers must act fairly towards insurers, given the information asymmetries that insurers also face.• Paragraph 17: while we have no issue with the Insurance Core Principles, paragraph 17 does not adequately explain the intended application of the Principles to this Review and, where they relate to financial advice, their intended application in the context of the Financial Adviser Act reform. <p><u>Financial Markets Conduct Act 2013 (FMCA)</u></p> <p>Paragraph 18:</p> <ul style="list-style-type: none">• While Objectives 1 and 2 are a good starting point - simply applying the main purposes of the FMCA to this Review does not pay sufficient regard to the unique nature of insurance products (as further expanded on below).• The FMCA's two key purposes are designed to be read in conjunction with its additional purposes. Those additional purposes include promoting innovation and flexibility and avoiding unnecessary compliance costs. It is unclear whether the FMCA's additional purposes are to be included as objectives of the review, and they should be included if the FMCA's two key purposes are to be used as the basis for this review. <p>The special nature of the FMCA is that it was designed, following significant consultation and feedback, to address the one way information asymmetries between providers and consumers of FMCA financial products and services (save for Part 2 which has broader application). Addressing this one way information asymmetry is inherent in the FMCA's purposes, additional purposes and its obligations.</p> <p>Compare with insurance products, where information asymmetries are two way: i.e. (i) the consumer has better knowledge of facts relating to the consumer that will determine the price of the risk, and whether an insurer might be prepared to enter into an insurance contract at all (particularly true for life, disability and income protection insurance) and (ii) the insurer better understands the insurance product and those matters important to pricing risk.</p> <p>The special nature of insurance contracts has been historically addressed by the reciprocal duty of utmost good faith between the insurer and the consumer, and the consumer's consequent obligation to disclose.</p> <p>Additional factors that go to the unique nature of insurance contracts include:</p>

	<ul style="list-style-type: none"> - Pure risk insurance is not a savings product - the best outcome for a consumer may be that he or she never claims. - Policyholders share risks and share costs - Insurers create “pools” of policyholders Insurance contracts are generally long-term contracts and dealings with one policyholder may affect other policyholders i.e. if an insurer pays a claim that is not covered by the terms of the insurance contract, the cost of that claim may be reflected in the future premiums paid by the other policyholders in the pool. - Information is costly to review - costs at the underwriting stage increase the premium for all policyholders, so insurers actively seek to make the underwriting process efficient and minimise costs. Obtaining and considering non-material information from consumers or third parties at the underwriting stage imposes additional costs on all policyholders. - Insurers want to pay claims - not paying a claim can damage the reputation of an insurer and negatively impact future business with that consumer or future consumers more generally. - Reinsurance - insurers often seek insurance for particular or aggregated risks through reinsurance. Reinsurers have no direct relationships with consumers, policyholders or intermediaries. Reinsurers will not reimburse insurers for claims that are paid outside the terms and conditions of the reinsurance cover. - Consumers don't like to think about negative situations - distribution of insurance for some consumers is supply driven. Although people are aware that they need insurance, it deals with negative situations that some people often would rather not think about and in those cases needs to be actively sold. <p>Adequate consideration needs to be given to these unique aspects of insurance.</p>
2	<p>Do you have alternative or additional suggestions?</p>
	<p>See our comments above.</p>

Regarding disclosure obligations and remedies for non-disclosure

3	<p>Are consumers aware of their duty of disclosure?</p> <p>The Issues Paper states that it is a problem that consumers may not be aware of the duty to disclose.</p> <p>Westpac's customers are (or should be) aware of their duty of disclosure. Our policies outline it in plain English in the personal statement. It is also set out in the declaration that the prospective insured and policy owners sign and/or in their verbal or online confirmation.</p> <p>We also include an explanation of the potential consequences of material non-disclosure and/or misrepresentation in our personal statements. In addition, our policy terms and conditions contain provisions dealing with the rights of a life insurer where non-disclosure or misrepresentation is identified.</p> <p>Australia's disclosure regime is identified as alternative approach to disclosure. It should be noted that, in Australia, it is common to have:</p>
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- Lengthy insurer disclosures (which can run to multiple pages)
- Long consumer questionnaires (running to 50-60 questions)

Notwithstanding the lengthy disclosures and long questionnaires, Australian insurers still include catch all questions to remind consumers of their overall duty to disclose.

If there is evidence that consumers do not understand their duty to disclose (on an industry wide level), careful consideration must be given to how these issues should be addressed, in order to not create other issues (i.e. keeping in mind that consumers do not usually respond or engage well where documents are overly long or complex).

4

Do consumers understand that their duty of disclosure goes beyond the questions that an insurer may ask?

The Issues Paper states that it is a problem that consumers do not understand what needs to be disclosed.

Westpac outlines the extent of the consumers' duty of disclosure in its declarations signed or confirmed by the prospective insured and policy owners. In addition, in the case of life insurance, Westpac states that the duty of disclosure extends until the risk is accepted by the life insurer.

5

Can consumers accurately assess what a prudent underwriter considers to be a material risk?

At present, we do not expect customers to assess which might be considered a material risk from an underwriting perspective. We do not think it is possible (or necessary) for consumers to understand how underwriting works. Westpac uses plain language and asks specific questions to aid consumers to understand what will be a material fact (as opposed to a material risk).

It should be noted that the factors that a prudent underwriter considers to be a material risk will depend on that underwriter's particular underwriting philosophy. The underwriting philosophy will be influenced by a broad range of factors, which include the subject matter of the insurance (life, health etc.), the nature of the cover (high cost/ fewer questions or low cost / more targeted questions), the value of the cover, excesses and exclusions.

If the question is can consumers assess what is a material fact, the answer will depend on a combination of three factors: (i) the individual consumer concerned, (ii) the nature, extent and complexity of cover to be provided under the policy and (iii) the information provided by the insurer regarding factors that the underwriter considers to be a material fact.

Individual concerned

Is the question assuming an objective or subjective test (or a combination of both – i.e. see the Australian regime).

In paragraph 49, it appears that MBIE is discounting the usefulness of an objective test, stating that "an ordinary person cannot be expected to know what circumstances would influence an underwriter".

We support using a mixture of both an objective and subjective test to determine what the individual understands or should understand.

	<p><u>Nature and extent of cover</u></p> <p>Facts relevant to assessing risk for one type or size of cover may or may not be relevant for other kinds of cover.</p> <p>Specific questions can be asked to assist the consumer to understand the scope of what is relevant, and we believe are helpful where the relevant scope might not be obvious to the consumer. However, it would be unreasonable to: (i) require an insurer to ask specific questions regarding areas where the relevance is obvious or (ii) permit a consumer to avoid making disclosure in the event that they are able to answer specific questions and not disclose information which they (or any reasonable person would know) is relevant to assessing risk under the policy.</p> <p>The Issues Paper states that, under the Australian regime, the insured's duty to disclose extends only to facts that the insured knew, or which a reasonable person would have known, to be relevant to the insurer's assessment of the risk and <i>that it follows that an insurer should be taken to have waived compliance with the duty of disclosure in consumer insurance if it has not asked specific questions of the insured.</i> We do not agree with this analysis – it would not be fair to require an insurer to ask specific questions of a consumer regarding areas where the relevance should be obvious, and to permit a consumer to avoid disclosure on the basis that specific questions were not asked.</p> <p><u>Information provided by the insurer regarding what is material</u></p> <p>Insurers will each have their own underwriting philosophy and are, therefore, best placed to determine which specific questions should be asked of consumers. It would be very difficult for the Government to prescribe specific questions given (i) the many forms of insurance available (both in terms of type of cover and product design), (ii) the changing nature of certain insured sectors (such as healthcare) and (iii) that new future products will inevitably be designed in response to such change. As stated above, any proposed disclosure requirements would need to be balanced to ensure that consumers are not overwhelmed, or are not being required to answer questions that go beyond what is necessary for the type insurance product they are purchasing.</p>
6	<p>Do consumers understand the potential consequences of breaching their duty of disclosure?</p>
	<p>Westpac highlights the potential consequences of breaching the duty of disclosure in its personal statements and in the policy terms and conditions. Therefore, we believe that consumers should understand the potential consequences of breaching their duty of disclosure.</p>
7	<p>Does the consumer always know more about their own risks than the insurer? In what circumstances might they not? How might advances in technology affect this?</p>
	<p>This question is most pertinent to life, disability, health and income protection insurance.</p> <p>And, is this the right question? A consumer will always have better knowledge of the <u>facts</u> (as opposed to the risks) relating to him or her. The insurer, by comparison, will have a better understanding of the relevance of those facts to the risks insured.</p>

	<p>We expect this imbalance to be maintained.</p> <p>New technologies will provide consumers with even better access to, and control over, their personal data. New technologies seem also likely to enable consumers to share more personal information with their insurers. However, the sharing of personal information is likely to require well defined consumer information owner consents. These consents will put the task of determining which data might be relevant back in the hands of consumer to some degree.</p> <p>In any case, the new trend in data rights assumes that a consumer will own, and have the power to share, his or her data and therefore has rights (which would include access and sharing with third parties), which, in turn, assumes that the consumer as 'data controller' is best placed to know which facts are relevant to the risk insured.</p> <p>It is also important to note that the ability of consumers to share their health information is currently constrained. Consumers' health information is still siloed between various types of health providers (DHBs, private, NGOs) and between regions. A variety of shared information technology solutions have been used but with limited success. A near term solution that links all providers and regions appears unlikely at this stage.</p> <p>There is also a cost in both money and time in reviewing and analysing information obtained from third party sources. That money cost may need to be reflected in increased premiums. Many consumers also now expect instant cover and may not be prepared to wait for the time it takes to request, receive and process third party sourced information.</p> <p>In any event, insurers would likely still need to ask consumers to confirm that the third party has provided all relevant material information.</p>
8	<p>Are there examples where breach of the duty of disclosure has led to disproportionate consequences for the consumer? Please give specific examples if you are aware of them.</p>
	<p>Westpac Life treats customers fairly if they have not disclosed material information. In many cases of non-disclosure, Westpac will pay partial claims, balancing the claimant's needs against the interests of other policyholders (who would incur higher premiums if invalid claims are paid). In our experience, there are not disproportionate consequences for consumers.</p>
9	<p>Should unintentional non-disclosure (i.e. a mistake or ignorance) be treated differently from intentional non-disclosure (i.e. fraud)? If so, how could this practically be done?</p>
	<p>We do not believe that unintentional non-disclosure should be treated differently from intentional non-disclosure because:</p> <ul style="list-style-type: none"> - it is difficult to prove that a non-disclosure is intentional (as compared with innocent or a mistake). A consumer can always claim that they forgot; - what is meant by unintentional non-disclosure (i.e. mistake or ignorance) cannot be clearly defined. For example, does this include instances where the insured failed to read the questions, failed to read the questions properly, failed to understand the questions, did not remember certain facts or did not understand the relevance of the facts to the questions; and - consumers might have a different interpretation from the insurer as to what is intentional versus what is innocent. For example, if you fail to read all and answer all

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	<p>the questions (and, in doing so, do not disclose a material fact) is that act or omission unintentional non-disclosure or intentional non-disclosure?</p> <p>We believe that making a distinction between what is intentional or unintentional is not the right approach. Instead, the focus should be on ensuring that the remedy is appropriate in the circumstances, and that key relevant factors are taken into account in determining the nature and extent of that remedy.</p>
10	<p>Should the remedy available to the insurer be more proportionate to the harm suffered by the insurer?</p>
	<p>We do not agree that the remedy should be linked solely to the harm to the insurer because:</p> <ul style="list-style-type: none"> - it is not always possible to measure the harm to the insurer; - harm to other insureds should be a significant consideration. If a policyholder receives full cover, it is not fair to other policyholders who may be required to pay higher premiums; - it ignores the moral hazard created because clients who unintentionally non-disclose are better off than those who disclose correctly; and - reinsurers are not bound by these disclosure remedies. Therefore, any remedy will need to take account of the fact that it might require an insurer to pay for a claim where it is not covered by reinsurance (but was previously covered). <p>If the question is to what extent should the amount payable to the insured be reduced or the contract avoided where an insured fails to meet its duty to disclose, taking into account harm to the insurer, other policy holders and moral hazard, we do not agree with the singular focus on the harm to the insurer.</p> <p>In any case, it is inherently difficult to return the insurer to its original position. For example, premiums for a consumer might be assessed on four factors (a, b, c, d), all of which are relevant to the insurer (and the pricing of the insurance). If the consumer only discloses fact (a) the amount of premium payable will only reflect fact a. If a claim is made, fact b is subsequently disclosed, and the amount of the claim is paid minus the amount of additional premium that would have been payable in respect of fact b, the consumer will receive the benefit of the insurance, but will have avoided paying premium payable in relation to facts c and d. The harm to the insurer is, therefore, a much greater amount than the amount deducted from the claim paid to the consumer. The insurer will not know the full scope of what has not been disclosed and is therefore unable to quantify the harm to it and the consumer is incentivised to not disclose all relevant facts.</p>
11	<p>Should non-disclosure be treated differently from misrepresentation?</p>
	<p>It should not be treated differently. At the moment the classification is critical because there are different rules for remedies depending on how the failure to provide good information is categorised. Also, there is an unhelpful current distinction between written and verbal misrepresentation. The focus should instead be on consumers providing good information and insurers having a range of appropriate remedies in cases where a consumer has failed to provide good information.</p>

12	<p>Should different classes of insureds (e.g. businesses, consumers, local government etc.) be treated differently? Why or why not?</p>
	<p>For life, disability, health and income protection classes of insurance, consumers should not be treated differently. Each individual's policy should be treated on its own merits. It would be unfair (and potentially create a moral hazard) to apply different principles to different sets of customers purchasing these forms of insurance.</p>
13	<p>In your experience, do insurers typically choose to avoid claims when they discover that an insured has not disclosed something? Or do they treat non-disclosure on a case-by-case basis?</p>
	<p>Westpac does not typically choose to avoid claims. We treat claims on a case by case basis, which means we take account of a range of factors when determining what might be paid to a consumer who has not disclosed and then made a claim. Also, there are strong commercial incentives for insurers to act reasonably. Not paying claims may impact new business and/or the insurer's ability to retain existing business. Westpac may pay out claims where it has no legal requirement to do so. See our answer to question 14 below regarding those factors.</p> <p>It should be noted that non-disclosure discovered during the underwriting process may be treated differently than if it is discovered at the time a claim is made (i.e. a good insurer will take account of the fact that in the latter case, a customer is in a time of need).</p>
14	<p>What factors does an insurer take into account when responding to instances of non-disclosure? Does this process vary to that taken in response to instances where the insurer discovers the insured has misrepresented information?</p>
	<p>Westpac takes account of the following factors when responding to instances of non-disclosure:</p> <ul style="list-style-type: none"> • whether the non-disclosure or misrepresentation is material – would it have affected the underwriter's decision at the time of application; • has the policyholder's health improved since the application was made; • the length of time between commencement of the policy and the time of claim; • are there any factors suggesting that the client did not act honestly? For example, suspicious circumstances, material issues that the policyholder is unlikely to forget that are discovered in medical notes obtained at the time of claim; • the circumstances, event or condition that gave rise to the claim; • the type of policy or benefit claimed; and • the value of the claim.

Regarding conduct and supervision

15	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?
	We have no comments at this stage.
16	To what extent is the gap between ICP 19 and the status quo in New Zealand (as identified by the IMF) a concern?
	We have no comments at this stage.
17	Does the lack of oversight over the full insurance policy 'lifecycle' pose a significant risk to purchasers of insurance?
	In the case of Westpac, we don't believe it does.
18	What has your experience been of the claims handling process? Please comment particularly on: <ul style="list-style-type: none"> • timeliness the information from the claims handler about: <ul style="list-style-type: none"> ○ timeframes and updates on timeframes ○ reasons for declining the claim (if relevant) ○ how you can complain if declined • The handling of complaints (if relevant)
	This question is consumer focused. We have no comments.
19	Have you ever felt pressured to accept an offer of settlement from an insurance company? If so, please provide specific examples.
	Not applicable.
20	When purchasing (or considering the purchase of) insurance, have you been subject to 'pressure sales' tactics?
	Not applicable.
21	What evidence is there of insurers or insurance intermediaries mis-selling unsuitable insurance products in New Zealand?
	We have no comments at this stage.
22	Are sales incentives causing poor outcomes for purchasers of insurance? Please provide examples if possible.
	Westpac Life insurance products are marketed and distributed through WNZL channels only. They are not distributed through brokers. WNZL's customer banking consultants are not

	required to sell specific products each day but to meet the needs of the customer. In terms of WNZL sales and staff incentives, WNZL has committed to adopting the Sedgwick recommendations across its network by 2020 and is ahead of that timeline. Further changes to incentive structures for other WNZL staff incentive schemes are scheduled to be made by October 2018.
23	Does the insurance industry appropriately manage the conflicts of interest and possible flow on consequences that can be associated with sales incentives?
	WNZL is committed to identifying, declaring and managing conflicts of interest. We set out our expectations, procedures and controls regarding conflicts (which would include incentives) in our Conflicts of Interest Policy and Conflicts of Interest Policy Guidelines.

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

24	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.
	No, we are not 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.
25	More generally, are there terms in insurance contracts that you consider to be unfair? If so, why do you consider them to be unfair?
	See our comment above.
26	Why are each of the specific exceptions outlined in the Fair Trading Act needed in order to protect the "legitimate interests of the insurer"?
	<p>Maintaining the exclusions under the Fair Trading Act (FTA) is key to achieving the outcomes of Objective 1, which requires that insured and insurers are able to transact with confidence at all points in the lifecycle of an insurance policy. It is particularly relevant to Objective 1(a) (certainty around claims) and 1 (b) (effectively measuring and pricing risk).</p> <p>It is important that recent issues identified with fire and general insurance (e.g. Christchurch rebuild) are not conflated with the distribution of life, disability and income products.</p> <p>Each exclusion is considered below:</p> <p>Identifying the subject matter or risk of insured against, including terms identifying an uncertain event</p> <p>The subject matter and risk insured against (including identifying uncertain events) are main terms of the contract. As main terms, these should already be excluded as unfair contract terms under section 46K(1)(a) of the FTA. That said, they should continue to be expressly excluded as unfair contract terms to ensure certainty. Intrinsic to the special nature of insurance is that the amount payable (benefit to the consumer) relies on the occurrence of</p>

uncertain events. The fact that a consumer might pay premiums for the life of a contract but never be entitled to make a claim could be argued as being unfair in the absence of this exclusion.

The nature and degree of event uncertainty varies across insurance products, and identifying their nature and scope is therefore a critical feature of the insurance contract and central to pricing risk (e.g. for Life Insurance, there are both certainties (death) and uncertainties (form of death), for F&G all claimable events will be uncertain).

Specifying the sum(s) insured

Specifying the sum insured is also key to pricing risk. Insurance cover cannot be priced for an undefined amount. Even in the case of F&G, where the sum insured is replacement value, there will be some analysis of what that value will be (e.g. the value will be agreed with the consumer or specified as being market value, which are then supported by a quote or estimate of the value that is used to price the risk).

Excludes or limits the liability of the insurer to indemnify the insured

Unlike other financial products, insurance is about maintenance of the status quo (for example, of income and assets) and is not intended for wealth creation. Limitations are, therefore, central to many forms of insurance. Additionally, insurance cover is limited in many cases for public policy reasons. For example, limits on life insurance cover are designed to reduce the possibility that people take out life insurance policies for a high value, then injure others or themselves (as insureds).

The exclusions under a policy are an essential factor in pricing risk. Consumers demand a range of pricing for policies, which would not be possible if the effect of exclusions for the policies was uncertain.

Describe the basis on which claims may be settled or that specifies any sums to be contributed by the insured, such as an excess

The basis on which claims may be settled for F&G is an essential factor in pricing risk. For example, payment might depend on the age of the property insured, or whether the payment is made on an indemnity basis or for replacement value.

The basis on which claims may be paid or sums to be contributed also has a material impact on pricing risk. For example:

- Each wait period is differently priced – there will be a difference in premium for 30 days vs. 90 days
- Similarly, for F&G, there will be a difference in premium depending on the amount of excess payable
- For income protection – 75% of income payable is the norm. Increasing the amount payable to a higher amount would increase the premium payable.

Provide for the payment of the premium

This is the upfront price payable under the contract, and should already be excluded as unfair contract term under section 46K(1)(b) of the FTA.

Relate to the duty of utmost good faith owed by all parties

	<p>In insurance, the duty of utmost good faith underpins the duty to disclose. Better disclosure means:</p> <ul style="list-style-type: none"> - A better underwriting and risk process upfront – which produces more accurately priced premiums – benefiting all consumers (not just the insured). - For the insured, more certainty around the likelihood that a claim will be paid (and the amount that will be paid (i.e. will it be reduced to compensate for premium unpaid in the event of a misrepresentation). - For the insured and insurer – a quicker claims process (particularly important for the insured given payment’s required in a time of need). <p>Non-disclosure or misrepresentation increases the uncertainty that a claim will be paid (or that the amount paid will be reduced) and increases the length of time it takes to process a claim.</p> <p>Specify the requirements for disclosure or relate to the effect of any non-disclosure or misrepresentation by the insured</p> <p>A similar point can be made (as immediately above) – better disclosure means more accurate pricing of risk, better certainty for both the insured and insurer, as well as a quicker claims process. Terms setting out the impact of non-disclosure or misrepresentation by the insured are main terms of the insurance contract, and are required to be certain in order to meet Objective 1.</p>
27	<p>What would the effect be if there were no exceptions? Please support your answer with evidence.</p>
	<p>There is a risk that terms that are currently covered by the exclusions might be challenged as being unfair contract terms and this will create uncertainty for insurers. Reduced certainty effects the pricing of risk and increases the amount of premiums payable by consumers.</p>

Regarding difficulties comparing and changing providers and policies

28	<p>Is it difficult for consumers to find, understand and compare information about insurance policies and premiums? If so, why?</p>
	<p>We have no comments at this stage.</p>
29	<p>Does the level of information about insurance policies and premiums that consumers are able to access and assess differ depending on the type of insurance? E.g. life, health, house and contents, car insurance etc.</p>
	<p>We support the Financial Services Council’s submission on this question.</p>
30	<p>What barriers exist that make it difficult for consumers to switch between providers?</p>

	We support the Financial Services Council's submission on this question.
31	Do these barriers to switching differ depending on the type of insurance? E.g. life, health, house and contents, car insurance etc.
	We support the Financial Services Council's submission on this question.
32	What, if anything, should the government do to make it easier for consumers to access information on insurance policies, compare policies, make informed decisions and switch between providers?
	We have no comments at this stage.

Regarding third party access to liability insurance monies

33	Do you agree that the operation of section 9 of the Law Reform Act 1936 (LRA) has caused problems in New Zealand?
	We have no comments at this stage.
34	What are the most significant problems with the operation of section 9 of the LRA that any reform should address?
	We have no comments at this stage.
35	What has been the consequence of the problems with section 9 of the LRA?
	We have no comments at this stage.
36	If you agree that there are problems with section 9 of the LRA, what options should be considered to address them?
	We have no comments at this stage.

Regarding failure to notify claims within time limits

37	Do you agree that the operation of section 9 of the Insurance Law Reform Act 1977 (ILRA) has caused problems for "claims made" policies in New Zealand?
	We have no comments at this stage.
38	What has been the consequence of the problems with section 9 of the ILRA?
	We have no comments at this stage.

39	If you agree that there are problems with section 9 of the ILRA, what options should be considered to address them?
	We have no comments at this stage.

Regarding exclusions that have no causal link to loss

40	Do you consider the operation of section 11 of the Insurance Law Reform Act 1977 (ILRA) to be problematic? If so, why and what has been the consequence of this?
	We have no comments at this stage.
41	The Law Commission proposed reform in relation to exclusions relating to the characteristics of the operator of a vehicle, aircraft or chattel; the geographic area in which the loss must occur; and whether a vehicle, aircraft or chattel was used for a commercial purpose. Do you agree that these are the areas where the operation of section 11 of the ILRA is problematic? Do you consider it to be problematic in any other areas?
	We have no comments at this stage.
42	If you agree that there are problems with section 11 of the ILRA, what options should be considered to address them?
	We have no comments at this stage.

Regarding registration of assignments of life insurance policies

43	Do you agree that the registration system for assignment of life insurance policies still requires reform?
	We have no comments at this stage.
44	If you agree that there are problems with the registration system for assignment of life insurance policies, what options should be considered to address them?
	We have no comments at this stage.

Regarding responsibility for intermediaries' actions

45	Do you consider there to be problems with the current position in relation to whether an insurer or consumer bears the responsibility for an intermediary's failures? If possible, please give examples of situations where this has caused problems.
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	We have no comments at this stage.
46	If you consider there to be problems, are they related to who the intermediary is deemed to be an agent of? Or the lack of a requirement for the intermediary to disclose their agency status to the consumer? Or both?
	We have no comments at this stage.
47	If you consider there to be problems, what options should be considered to address them?
	We have no comments at this stage.

Regarding insurance intermediaries – Deferral of payments / investment of money

48	Do you agree that the current position in relation to the deferral of payments of premiums by intermediaries has caused problems?
	We have no comments at this stage.
49	If you agree that there are problems, what options should be considered to address them?
	We have no comments at this stage.

Other miscellaneous questions

50	Are there any provisions in the six Acts under consideration that are redundant and should be repealed outright? If so, please explain why.
	We support the Financial Services Council's submission on this question.
51	Are there elements of the common law that would be useful to codify? If so, what are these and what are the pros and cons of codifying them?
	We support the Financial Services Council's submission on this question.
52	Are there other areas of law where the interface with insurance contract law needs to be considered? If so, please outline what these are and what the issues are.
	We support the Financial Services Council's submission on this question.
53	Is there anything further the government should consider when seeking to consolidate the six Acts into one?
	We have no comments at this stage.

Other comments

	We welcome any other comments that you may have.
	We have no additional comments at this stage.

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