



# Consumer Insurance (Disclosure and Representations) Act 2012

## 2012 CHAPTER 6

### *Pre-contract and pre-variation information*

#### **2 Disclosure and representations before contract or variation**

- (1) This section makes provision about disclosure and representations by a consumer to an insurer before a consumer insurance contract is entered into or varied.
- (2) It is the duty of the consumer to take reasonable care not to make a misrepresentation to the insurer.
- (3) A failure by the consumer to comply with the insurer's request to confirm or amend particulars previously given is capable of being a misrepresentation for the purposes of this Act (whether or not it could be apart from this subsection).
- (4) The duty set out in subsection (2) replaces any duty relating to disclosure or representations by a consumer to an insurer which existed in the same circumstances before this Act applied.

<sup>F1</sup>(5) .....

#### **Textual Amendments**

**F1** S. 2(5) omitted (12.8.2016) by virtue of [Insurance Act 2015 \(c. 4\)](#), **ss. 14(4)**, 23(2) (with s. 22(1))

#### **Commencement Information**

**II** S. 2 in force at 6.4.2013 by [S.I. 2013/450](#), **art. 2**

#### **3 Reasonable care**

- (1) Whether or not a consumer has taken reasonable care not to make a misrepresentation is to be determined in the light of all the relevant circumstances.

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**Changes to legislation:** There are currently no known outstanding effects for the Consumer Insurance (Disclosure and Representations) Act 2012, Cross Heading: Pre-contract and pre-variation information. (See end of Document for details)

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- (2) The following are examples of things which may need to be taken into account in making a determination under subsection (1)—
- (a) the type of consumer insurance contract in question, and its target market,
  - (b) any relevant explanatory material or publicity produced or authorised by the insurer,
  - (c) how clear, and how specific, the insurer's questions were,
  - (d) in the case of a failure to respond to the insurer's questions in connection with the renewal or variation of a consumer insurance contract, how clearly the insurer communicated the importance of answering those questions (or the possible consequences of failing to do so),
  - (e) whether or not an agent was acting for the consumer.
- (3) The standard of care required is that of a reasonable consumer: but this is subject to subsections (4) and (5).
- (4) If the insurer was, or ought to have been, aware of any particular characteristics or circumstances of the actual consumer, those are to be taken into account.
- (5) A misrepresentation made dishonestly is always to be taken as showing lack of reasonable care.

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**Commencement Information**

**I2** S. 3 in force at 6.4.2013 by S.I. 2013/450, art. 2

**Changes to legislation:**

There are currently no known outstanding effects for the Consumer Insurance (Disclosure and Representations) Act 2012, Cross Heading: Pre-contract and pre-variation information.