



Consumer Insurance (Disclosure and Representations) Act 2012

2012 CHAPTER 6

Pre-contract and pre-variation information

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.
- (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.

Commencement Information

II 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, Section 3.