Consumer Protection Code 2025

Consumer Protection Code 2025 - Update for Brokers 24th March 2026

In March 2025, the Central Bank of Ireland (hereinafter "CBI") published the revised Consumer Protection Code 2025. The revised Code comes into effect on 24th of March 2026 and is contained in two new regulations. The first sets out the Standards for Business and Supporting Standards for Business, which replaces the existing General Principles of the CPC. The second is the Consumer Protection Regulations, these regulations set out new and enhanced requirements across sectors and on a sector specific basis.

The CBI's revisions are extensive and full details of the CPC 2025 is available by clicking Consumer Protection Code.

Below are some changes which we would like to particularly draw to your attention as they may have a specific impact on your business processes and/or on the obligations that you carry out on our behalf as documented in the Terms and Conditions of Appointment (Terms).

Heading	CPC Regulation Reference	Note:
Notice to Customer	**346. Advance notification of expiry date of a policy of non-life insurance** (1) An insurance undertaking or insurance intermediary shall, not less than 20 working days prior to issuing a notification to a consumer in respect of a policy of insurance pursuant to – a) Regulation 5 or Regulation 6 of the Non-Life Insurance (Provision of Information) Regulations 2007, or b) Regulation 325, provide a consumer with notification on paper or on another durable medium of the date on which that policy is due to expire or fall due for renewal.	It is a requirement that customers receive a pre-renewal reminder a minimum of 20 working days prior to issuing a renewal notice (in line with the non-life insurance regulations) i.e. 40 working days prior to the date of expiry of the policy. We would expect that in line with your 'Obligations as a Broker/ Intermediary' under section 5 of the Terms, that you would be responsible for managing this communication. Such notification should be on paper or another durable medium. *See draft notification in Appendix 1 as agreed with Brokers Ireland.*

Information About Charges	**66. Written breakdown of charges to be provided** (1) Prior to providing a financial service to a consumer, a regulated entity shall provide the consumer with a written breakdown of all charges, including third party charges, which will be payable by the consumer in respect of the financial service concerned. (2) The breakdown of charges referred to in paragraph (1) shall be provided on paper or on another durable medium. (3) This Regulation does not apply to a regulated entity providing MiFID Article 3 services.	**New payment type (customer not currently paying via Aviva Premium Payment Plan "PPP"):** As we are unaware when offering a payment type to a customer at new business/renewal, if they intend to pay their insurance premium via Aviva PPP, we would expect that you provide the customer with a copy of the Aviva PPP mandate if they choose to pay by this option. You will also need to clearly inform the percentage (%) service charge applicable to the customer on your own documentation if offering an Aviva PPP option. **Existing Aviva Premium Payment Plan (PPP) customers.** For automatic rollover renewals (excluding Fast Trade products) with an existing Aviva PPP in place the updated wording informing a customer of the percentage (%) service charge is already added to Renewal Invitations when the terms are offered to a customer. For this reason, there would be no action expected from you in these instances. For automatic rollover for Fast Trade renewals with an existing Aviva PPP, as we are unable to add the difference between lump sum and part pay to the documentation when offering Renewal terms, we expect you to detail the difference between payment of premium by lump sum and Aviva PPP instalments on your documentation issued to the customer. **Non-Aviva Premium Payment Plan** Other Premium Finance options (other than Aviva PPP) provided by you to a customer should include the percentage (%) service charge that applies to the offering.
Explanation of cost difference between Lump Sum or Instalment	**338. Insurance quotation – explanation of difference in cost between payment of premium by lump sum or by instalment** (1) When providing an insurance quotation to a consumer, an insurance undertaking or insurance intermediary shall explain any difference in cost between paying the premium by way of a lump sum or in instalments.	**New payment type (customer not currently paying via Aviva Premium Payment Plan "PPP"):** If a customer is offered an option to pay via Aviva PPP, as part of the New Business/ Renewal process (including Fast Trade products), we expect you to clearly inform the difference in cost between payment of premium by lump sum and Aviva PPP instalments on your own documentation issued to the customer.

	(2) The explanation referred to in paragraph (1) shall detail the monetary value of any difference arising between the two options. (3) In this Regulation, the term “insurance quotation” shall be understood to include a renewal notification containing an insurance quotation.	**Existing Aviva Premium Payment Plan (PPP) customers.** For automatic rollover renewals (excluding Fast Trade products) with an existing Aviva PPP in place the updated wording informing a customer of the percentage (%) service charge is already added to Renewal Invitations when the terms are offered to a customer. For this reason, there would be no action expected from you in these instances. For automatic rollover for Fast Trade renewals with an existing Aviva PPP, as we are unable to add the difference between lump sum and part pay to the documentation when offering Renewal terms, we expect you to detail the difference between payment of premium by lump sum and Aviva PPP instalments on your documentation issued to the customer. **Non-Aviva Premium Payment Plan** Other Premium Finance options (other than Aviva PPP) provided by you to a customer should include the difference in cost between payment of premium by lump sum or instalment.
Vulnerable Customer	**34. Consumers in vulnerable circumstances to be assisted** (1) Where a regulated entity has identified that a consumer that is a natural person is in vulnerable circumstances, the regulated entity shall provide that consumer with such ongoing reasonable assistance as may be necessary to facilitate that consumer in their dealings with the regulated entity. (2) A regulated entity shall ensure that any information received from a consumer in vulnerable circumstances and maintained as a record by the regulated entity is, where appropriate and in accordance with the law, accessible to the staff of the regulated entity in the course of the provision by those staff of ongoing reasonable assistance to the consumer.	As you are directly dealing with the customer, we would advise you to comply with this regulation. Some key points to consider: - Identify vulnerable consumers who are natural persons. - Be cognisant of the fact that vulnerability is not an innate circumstance and that customers can move in and out of stages of vulnerability for example, bereavement, illness, job loss. - Provide ongoing reasonable assistance to support them in their interactions with the firm (not just one-off help). - Record relevant vulnerability information received from the consumer, in line with legal requirements. - Ensure this information is accessible to appropriate staff, so they can consistently provide the required ongoing assistance to protect customers from poor outcomes.

Trusted Contact Person	**36. Trusted Contact Person (see regulation for full detail)** (1) A regulated entity shall, at the request of a personal consumer, record the name and contact information of an individual (referred to in this Regulation as a “trusted contact person”) who the consumer has nominated and agreed, in accordance with paragraph (3), that the regulated entity may contact in circumstances where - the regulated entity has a concern about possible financial abuse of the personal consumer, the regulated entity needs to confirm the specifics of – the consumer’s current contact information, the consumer’s health status, or the identity of any appointed legal guardian, executor or trustee, or the regulated entity experiences difficulties in communicating with the consumer. (2) Where a regulated entity decides to contact a trusted contact person, the regulated entity may, provided that the regulated entity complies with paragraph (3), disclose confidential information about the personal consumer to the trusted contact person for the purposes of discussing the relevant matter referred to in paragraph (1). (3) Paragraph (2) does not apply unless the regulated entity has received– the written consent of the personal consumer that the regulated entity may contact the trusted contact person in the relevant circumstances referred to in paragraph (1) to discuss confidential information in relation to that matter with the trusted contact person, and the written consent of the trusted contact person confirming that the regulated entity may– retain the trusted contact person’s name and contact information for the purposes referred to in paragraph (1), contact the trusted contact person in the circumstances referred to in paragraph (1), and discuss the matters referred to in paragraph (1) with the relevant trusted contact person. (4) For the avoidance of doubt, a trusted contact person has no authority to deal with the affairs of a personal consumer in respect of a regulated entity, and is not a legal representative for the purposes of these Regulations, solely on account of having been recorded or contacted by the regulated entity as a trusted contact person.	As you are directly dealing with the customer, we would advise you to comply with this regulation. Some key points to consider: - Record a Trusted Contact Person (TCP) if the consumer requests it. - TCP applies only to a personal consumer, that is a consumer acting outside of his/her business/profession. - Contact the TCP only in specific situations (e.g., concern about financial abuse, difficulty contacting the consumer, or needing to confirm key details). - Get written consent from both the consumer and the TCP before making any contact or sharing information. - Sharing information with the TCP is strictly limited to the allowed purposes. - A TCP cannot act for the consumer and does not replace any legally appointed decision-maker.

	(5) Subject to paragraph (6), this Regulation does not apply where the regulated entity is aware that – a decision-making representative has been appointed in respect of the personal consumer and the appointment is in effect, the personal consumer has appointed an attorney under an enduring power of attorney and the enduring power of attorney is in effect, the personal consumer has appointed an attorney under an enduring power under the Act of 1996 and the enduring power under the Act of 1996 is in effect, the personal consumer has appointed a decision-making assistant and the appointment is in effect, or the personal consumer has appointed a co-decision maker and the appointment is in effect. (6) Paragraph (5) does not invalidate the nomination of a trusted contact person who has been nominated and agreed in accordance with this Regulation prior to the coming into effect of an arrangement referred to in paragraph (5)(a) to (e). (7) In this Regulation, "co-decision maker", "decision-making assistant", "decision-making representative", "enduring power of attorney" and "enduring power under the Act of 1996" have the meaning assigned to them in section 2 of the Act of 2015.	

In keeping with the obligations and spirit of the CPC 2025, we require you to continue to:

- Promptly inform us of any matters that could reasonably impact customer outcomes, product governance, distribution arrangements, or CPC 2025 compliance.
- Follow the Terms, including those related to product distribution, information sharing, oversight, and customer outcomes.
- Respond cooperatively to reasonable requests for information, confirmations, or assurances required under the Terms to help us demonstrate compliance as product producers.

Notice to Customer Appendix 1 - Draft notification as agreed with Brokers Ireland

Dear <insert customer name>

Reference Policy Number: <insert policy number>

Your <motor>/<home>/<commercial motor> insurance policy, referenced above, has a renewal date of the [date].

We will be writing to you at least 20 working days prior to this renewal date with regard to your upcoming renewal.

Please ensure that you set aside time to review the information we will send to you with regard to your renewal. Now is a great time to consider what you need from your insurance cover, so that you can ensure that the policy you purchase for the upcoming year continues to meet those needs.

Signed

<insert broker signature>

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