



Consumer Insurance Contracts Act

A Guide for Brokers

It takes Aviva.



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Background to The Consumer Insurance Contracts Act

Providing Increased Protection for Consumers

Consumer Insurance Contracts Act

The Consumer Insurance Contracts Act (CICA) was signed into law on 26th of December 2019. The commencement of the Act was broken into two parts. Part one was effective from the 1st September 2020 and part two commences further sections from the 1st September 2021.

CICA is a legally complex Act, crossing over a range of previously established and fundamental legal principles which formed the foundation of all insurance contracts, and the basis for many of the IT systems and business processes that have traditionally operated in the industry.

The changes introduced by CICA will update the legal and contractual positions that have applied through some principles of insurance law to date, and set out new requirements on both consumers and insurance companies operating in Ireland.

CICA introduces requirements to provide additional information to consumers during the application and underwriting process, provides some clarifications for the consumers in relation to their rights, entitlements and the contractual obligations on both consumers and insurers.

Who CICA effects

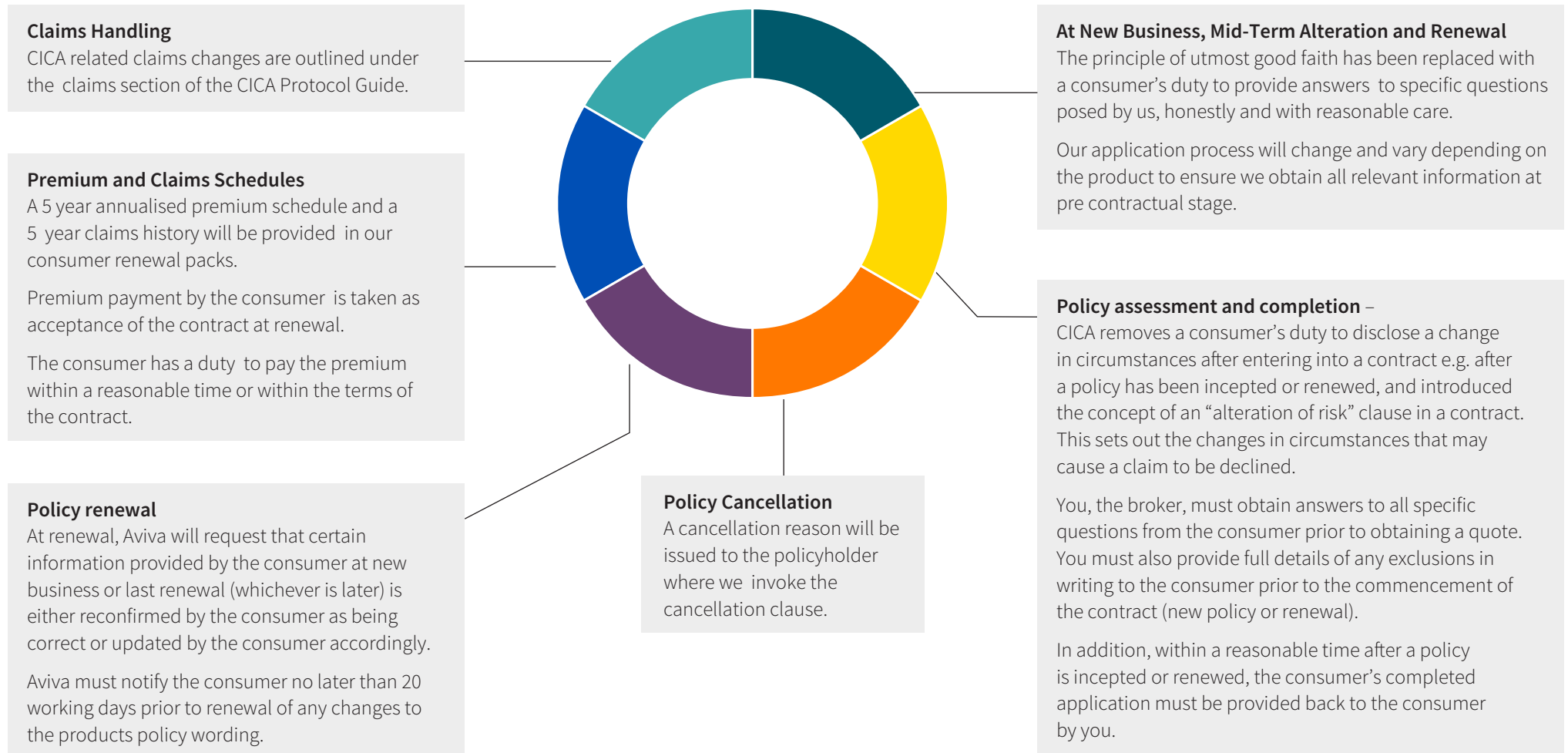
The Act affects insurance policies of:

- natural persons not acting in the course of business;
- unincorporated bodies (sole traders, partnerships, charities) with an annual turnover of €3 million or less in their previous financial year; and
- incorporated bodies with an annual turnover of €3 million or less in their previous financial year (and that do not have a combined annual turnover greater than €3 million in their previous financial year where that incorporated entity is a member of a group of companies).

The above is not an exhaustive list. The full scope of the Act is set out at section 2 of the Act and should be read in full.

CICA Impacts on the Broker Customer Journey

Ensuring compliance as we navigate the customer journey



Obtaining the Relevant Information

CICA imposes a greater responsibility to ensure the accuracy of information at pre contract stage

Aviva's Obligations

- We will ask specific questions in plain and intelligible language.
- We will not ask general questions such as, "Is there anything in relation to your medical history that the insurer should be aware of?" but rather specific questions which are related to the risk being insured.
- We will inform the consumer on paper or another durable medium of the nature and effect of the pre contractual duty of disclosure.

What the Broker is required to do

- Before a contract of insurance is entered into or renewed, on our behalf, inform the consumer on paper or another durable medium of the nature and effect of the pre-contractual duty of disclosure.
- Provide all questions the insurer requires to be answered to the consumer on paper or on another durable medium, before a contract of insurance is entered into.
- Ensure that the consumer answers all questions the insurer requires to be answered.
- Provide full details of any exclusions in writing to the consumer prior to the commencement of the contract (new policy or renewal).
- Within a reasonable time after a policy is incepted or renewed, provide the consumer's completed application and any supporting documentation (such as, where requested by us, medical report forms, engineer report forms, policy questionnaire, driver declaration form, etc) that forms part of the consumer's application back to the consumer.

The Consumers Obligations

- The consumer must answer specific questions posed, honestly and with reasonable care.

Reasonable care will be determined having regard to:

- Whether the consumer is represented by a Broker.
- The type of insurance contract in question and its target market.
- Explanatory material produced by us.
- How clear and specific our questions are.

Changes to our application and renewal process

Our systems, processes and documentation have been amended for consumers

CICA Sections 8, 10 and 14



Full Cycle EDI Motor and Home

System generated SOF for

- Quote
- New Business
- Renewal Invite
- Renewal Confirmation



Property and Liability ex Schemes

- Static New Business SOF, Broker Submission and any other documents supplied as part of the new business application will be incorporated into the contract of insurance
- Proposal forms will no longer be required as standard for consumers
- Static Renewal SOF, renewal schedule and any other documents supplied as part of the renewal process will be incorporated into the contract of insurance
- All answers to specific questions must be received from you, the Broker, before we can confirm cover



Motor Fleet

Fleet Underwriting team will provide a SOF for

- Quote
- New Business
- Renewal Invite
- Renewal Confirmation



Fast Trade

Automated SOF for

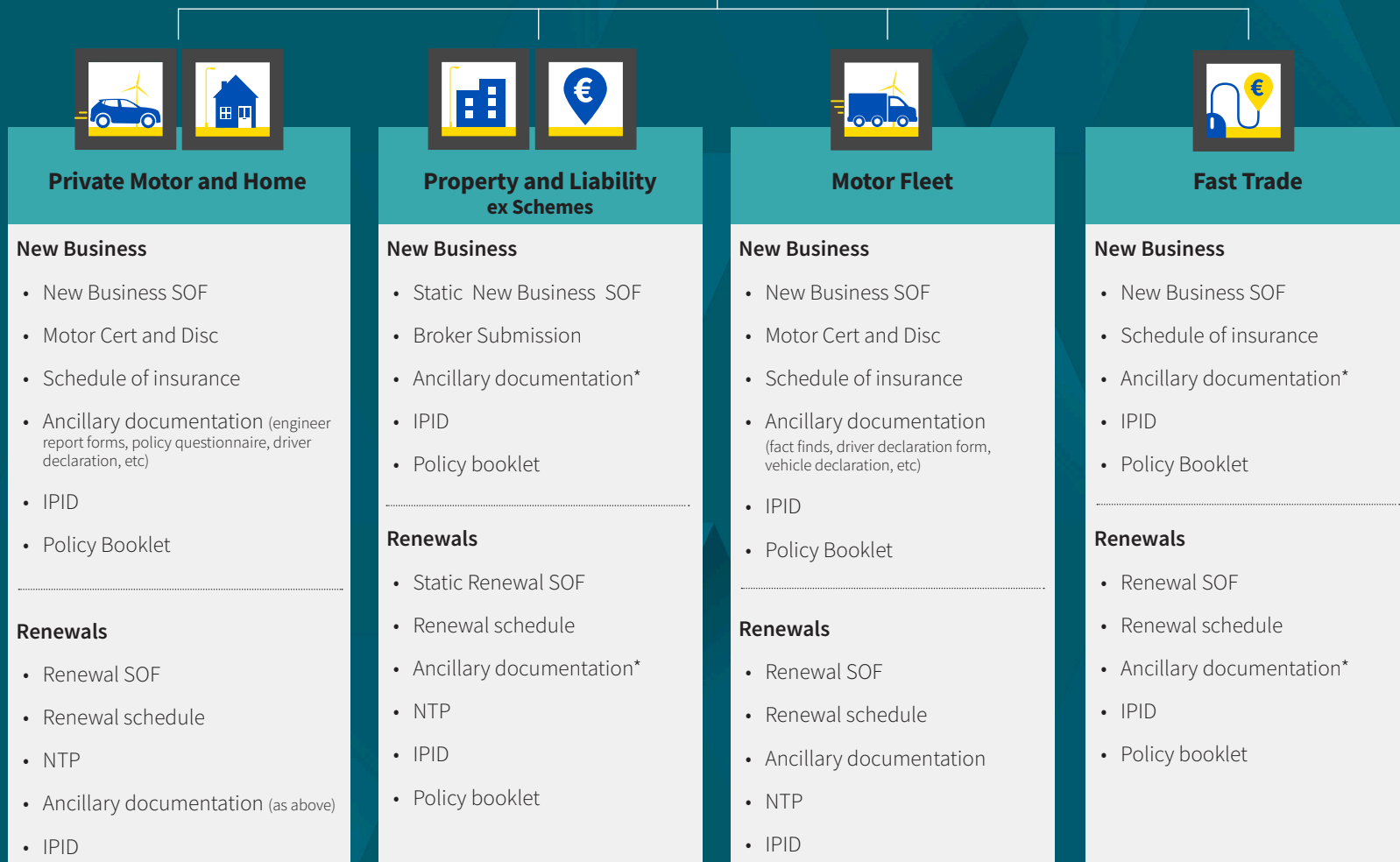
- Quote
- New Business
- Renewal Invite
- Renewal Confirmation

SOF: Statement Of Fact

Static SOF: A Static SOF will refer to other documentation for some of the customer specific answers to questions we ask. It will also contain answers to question relevant to the policyholders which must be reviewed to ensure all answers and information given are complete and accurate. You must check that all the information contained in this Static SOF and the Schedule of Insurance is correct, and if any information shown is incorrect or incomplete (or if anything changes during the period of insurance) contact us immediately.

Providing the consumer with the completed proposal or application

You the broker must return the following to the consumer within a reasonable time after concluding the contract:



*Ancillary documentation: Any supplementary information or forms that are incorporated into the contract of insurance.

NTP: Notice to Policyholder.

Changes to our application and renewal process

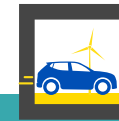
Our systems, processes and documentation have been amended for consumers

CICA Sections 8, 10 and 14



Van

- **New Business** - we require a manual proposal form signed by the proposer pre cover. No cover can be granted without fully completed, checked and signed proposal form and all other required documentation,
- All proposals and documents will need to be properly checked by you, the broker, to ensure all information is correct, all questions completed and all other documents are correct and valid before cover can be arranged. Note - All questions must be answered correctly and dashes are not an acceptable form of answer where the question requires a written answer.
- **Renewal Business** - renewals will be issued manually with the Section 12 Claims and Premium letters. You, the broker, will then need to issue a Static SOF to the customer (This will need to be downloaded by you on www.avivabroker.ie to be included in the pack).



Non- Full Cycle motor (including Private Motor and other Commercial Motor Products including Motor Trade)

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SOF: Statement Of Fact

Static SOF: A Static SOF will refer to other documentation for some of the customer specific answers to questions we ask. It will also contain general answers to question relevant to the policyholders which must be reviewed to ensure all answers and information given are complete and accurate. You must check that all the information contained in this Static SOF and the Schedule of Insurance is correct, and if any information shown is incorrect or incomplete (or if anything changes during the period of insurance) contact us immediately.

Providing the consumer with the completed proposal or application

You the broker must return the following to the consumer within a reasonable time after concluding the contract:



Van

New Business

- Manual Proposal Form
- Ancillary documentation (engineer report forms, policy questionnaire, driver declaration, etc)
- IPID
- Policy booklet

Renewals

- Static Renewal SOF
- Renewal schedule
- Ancillary documentation
- NTP
- IPID



Non- Full Cycle motor (including Private Motor and other Commercial Motor Products including Motor Trade)

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Renewals

- Static Renewal SOF
- Renewal schedule
- Ancillary documentation
- NTP
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Cooling Off Period

- All of our Products now have a cooling off period of 14 working days.
- The cooling off period will apply to both new contracts and renewal contracts for consumers.

Home and Motor Cooling Off Period

- A cooling off period does not impose any financial cost on the consumer (other than the cost of the cover provided by Aviva up to and including the date of cancellation).

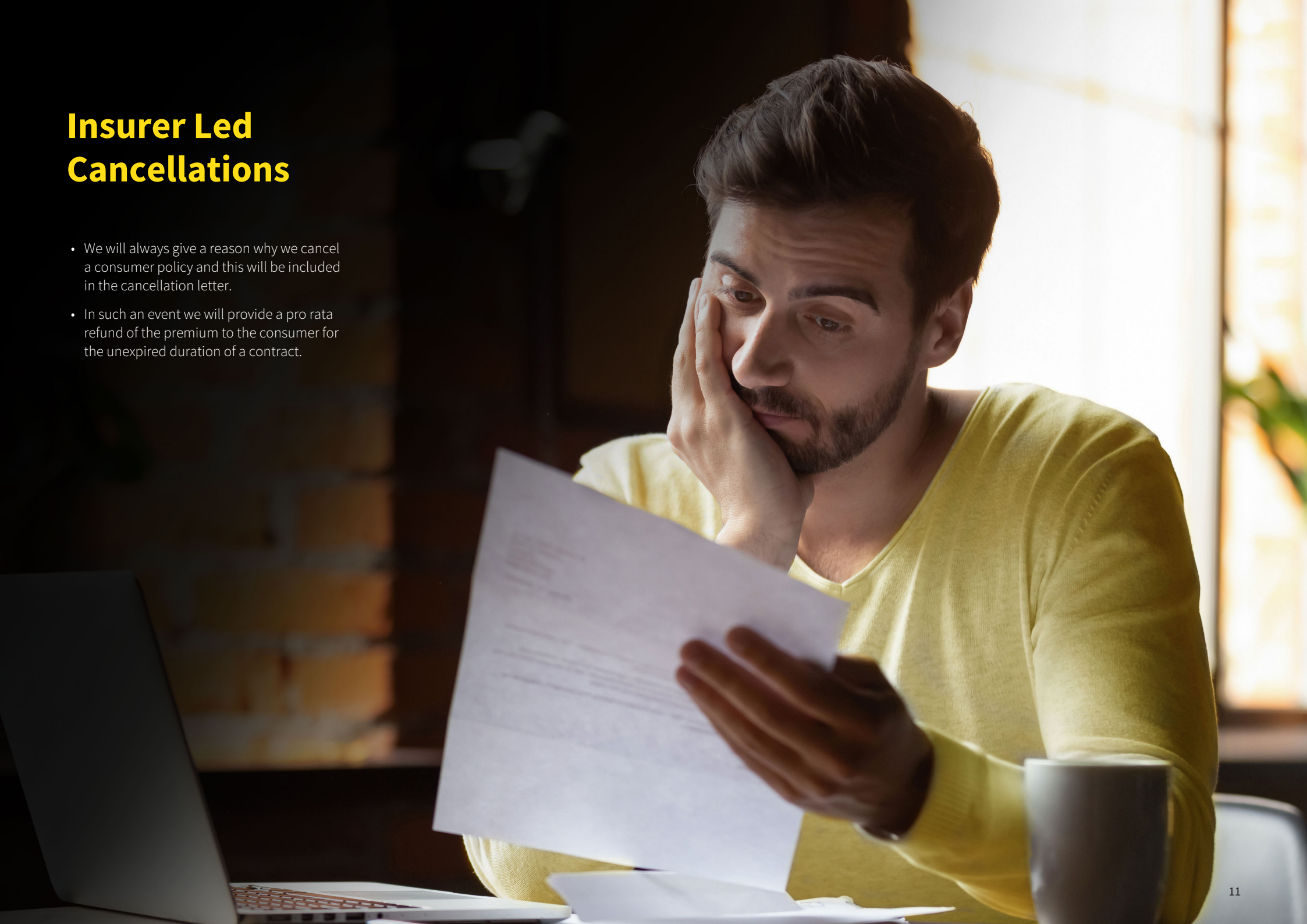
All other Products Cooling Off Period

- If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.



Insurer Led Cancellations

- We will always give a reason why we cancel a consumer policy and this will be included in the cancellation letter.
- In such an event we will provide a pro rata refund of the premium to the consumer for the unexpired duration of a contract.



Annualised Premium Schedule

As part of the renewal invitation, we will provide a schedule outlining any premiums paid by the consumer under the specific policy in question in the preceding five years where applicable. Where there has been a mid-term adjustment to a policy in any of the previous five years the premium shown will be an annualised premium figure for the relevant year(s) as a result of that adjustment.

There will be a statement on this schedule indicating that the annualised premium figure shown may not reflect the actual premium paid in the relevant year by the consumer, and this may be due to, for example, any permanent alteration(s) made to the policy or where an alternative premium(s) was agreed by you the insurance intermediary.

Premiums paid on the same policy that was previously intermediated through a different agency will be included.

The premiums included in the schedule will only relate to the particular policy in question. Any premiums recorded under different policy numbers or other cancelled policies for consumers previously insured (and who subsequently returned under a new policy number) will not be provided in this schedule of premiums.

Where possible Declaration/Adjustment premiums will be displayed separately.

Any premiums charged for temporary mid term alterations will not be included.

Aviva will issue a premium schedule annually on all renewal packs from September 2021 renewals, see an example of the table of premiums below that will feature in the premium schedule

Period Start Date*	Annual Premium(s)	Declaration/Adjustment Extra/Return Premium(s)**
01/03/2016	€500,000	N/A
01/03/2017	€600,000	€50,000
01/03/2018	€550,000	-€25,000
01/03/2019	€700,000	€75,000
01/03/2020	€700,000	N/A

*The Period Start Date shown above is the first day of the relevant period of insurance, as shown in your policy schedule(s).

**Any premium(s) shown with a minus symbol (-) above represent return premium(s).

Five Year Claims Schedule

As part of the renewal invitation, we will provide a schedule outlining claims settled within the last five years and any unsettled claims regardless of the event date in respect of consumer's policy.

Where a claims file remains open the claim amount will be shown as outstanding.

The claims payment amount will be aligned with the amount included on the claims settlement letter issued to the consumer.

The claims schedule may include claims that have been settled with no payments made to either the consumer or a third party but a payment was made for fees or investigation costs associated with the claim number shown.

This is different to the claims experience letter or No Claims Bonus letters the industry are familiar with (as it is based on the Settled Date of a claim rather than the date of event).

Therefore, it is not a replacement for these other claims letters we may issue but one that must be issued in addition to the other letters.

It is important to note, that the claims schedule does not represent a statement of no claims bonus or a claims experience letter.

Aviva will issue a schedule of claims settled within the last five years on all renewal packs from September 2021 renewals, see an example of claims information that will be provided in table 1 below. Where no claims are recorded under the policy number in question the table 2 will print in the claims schedule.

Table 1

Claim Number	Event Date	Claim Loss Type	Claim Status	Settled Date	Claim Amount
Xxxxxxxxxxxx	01/09/2017	Motor Accident	Closed	01/09/2020	€xxxxx.xx
Xxxxxxxxxxxx	01/09/2019	Motor Accident	Open	N/A	Outstanding

Table 2

Claim Number	Event Date	Claim Loss Type	Claim Status	Settled Date	Claim Amount
Under this policy there are no outstanding claims, and no settled claims in the preceding five years.					



CICA – Claims Handling

Providing increased protection to consumers

Claims Handling – Key Changes

Insurable Interest

- Insurers can no longer decline a claim solely due to the fact that the consumer does not have, or did not have at the time when the contract was entered into, an interest in the subject matter of the contract.
- Aviva may still set requirements and acceptance criteria with regard to the ownership of the subject matter.
- Even though Insurers can still use insurable interest as a criteria for accepting a risk, they cannot use the lack of it to avoid a claim.
- A consumer will need to establish that they stood to lose from the loss of, or gain from the preservation of the item insured to make a successful claim (principle of indemnity).
- The removal of an insurable interest requirement does not create any basis for claims by third parties who are not a party to the insurance contract.

Claims duties of the Insurer

- Interim payments will be more frequent. The Act requires that we pay a claim to the consumer within a reasonable time and where the total value of the claim cannot be quantified, we must pay the consumer the part that can be quantified.
- If it is decided a claim should be settled, we will inform the consumer or Broker of the reasons for the settlement decision.

Rights of the Third Party to claim against an Insurer

Where an insured or policyholder has died, cannot be found or is insolvent or where the court deems it equitable to do so a third party claimant may be permitted to claim directly against the Insurer in accordance with the contract of insurance.

A reasonable belief that an insured has incurred a liability allows a third party claimant seek from an insurer or a broker confirmation of the existence of a contract of insurance that covers the supposed liability, information concerning the policy, its terms and whether the insurer intends to refuse liability.

Claims Retentions (Property Risks)

- Consumers will now be alerted to new claims retention limits at new business and renewal stage.
- 5% of the claims settlement for claims less than €40,000, 10% for claims above €40,000.
- Claims registration letter/email will refer to these new retention limits.

Subrogation

- Subrogation rights will be limited in respect of:
- Members of the same family whether married or cohabiting.
- Employees of a policyholder except where it is proved the loss was caused intentionally or recklessly.

Warranties, Exclusions and Basis of Contract Clause

Changes applicable at New Business, Renewal and MTA stages

Warranties are replaced by suspensive conditions

- The effect of suspensive conditions will be that if a condition is breached, Cover will be suspended until remedied. Cover is not suspended if the breach has not increased the risk of the loss which has occurred. If the breach is remedied at the time of the occurrence of loss, we will pay the claim.

Basis of Contract Clause

- Any term in a policy purporting to convert statements made by the consumer into warranties will be invalid and unenforceable.

Policy Exclusions

- Full details of any exclusion will be provided in writing to you prior to the commencement of a contract.

You, the Broker, must provide full details of any exclusions in writing to the consumer prior to the commencement of the contract (new policy or renewal).

Broker Compliance

Ensuring your staff, systems, documentation and processes are CICA ready for September 2021



Your System Platform – Avivabroker.ie

Avivabroker.ie will be the main repository for the updated point of sale and renewal documentation

Log into www.avivabroker.ie

New CICA Hub available from July 2021

Download the following:

- Notice to Policyholders
- IPID's
- Policy booklets
- Static Statement of Facts
- New Proposal Forms



Your Updated Documentation

Documentation Matrix

Product	Soft copy Policy Booklet on Aviva Broker	Printed Copy Policy Booklet available for September renewals	Notice to Policyholder on Aviva Broker	IPID on Aviva Broker	Printed Copy Policy Booklet available for September New Business
Personal Lines					
Home	02/07/2021	09/07/2021	Automated	02/07/2021	w.e.f 01/08/2021
Motor	02/07/2021	09/07/2021	02/07/2021	02/07/2021	w.e.f 01/08/2021
Commercial Motor					
Van	02/07/2021	09/07/2021	02/07/2021	02/07/2021	w.e.f 01/08/2021
Fleet	02/07/2021	09/07/2021	02/07/2021	02/07/2021	w.e.f 01/08/2021
Commercial Non Motor					
Trademark	16/07/2021	25/08/2021	16/07/2021	16/07/2021	25/08/2021
Farm	16/07/2021	25/08/2021	16/07/2021	16/07/2021	25/08/2021
US Office/Shop	16/08/2021	25/08/2021	16/08/2021	16/08/2021	25/08/2021
Fast Trade (Acturis)	16/08/2021	N/A	16/08/2021	16/08/2021	N/A
Speciality Lines					
All Products (exl. Marine as not in scope of Act)	16/08/2021	25/08/21* where applicable	16/08/2021	16/08/2021	25/08/21* where applicable

Outline of key CICA Changes effective September 2020

- Section 7 Insurable Interest
- Section 10 Provision of information relative to the contract of insurance
- Section 11 Cooling off period
- Section 13 Insurer led cancellations
- Section 15 Post contractual duties of consumer and insurer
- Section 16 Claims handling duties of consumer and insurer
- Section 17 Limitation of deferring payment of claim until completion of works
- Section 18 Proportionate remedies and claims handling
- Section 19 Replacement of warranties with substantive conditions
- Section 20 Unfair or onerous terms
- Section 21 Right of a third party to claim against an insurer
- Section 22 Supplemental provision in relation to section 21
- Section 23, 24, 25 Subrogation



Outline of key CICA Changes effective September 2021

- Section 8 Pre contractual duties of consumer and insurer
- Section 9 Proportionate remedies for misrepresentation
- Section 12 - 5 Year annualised premium schedule
- Section 12 - 5 Year claims schedule
- Section 14 Duties of consumer and insurer at renewal
- Section 18 (4) [no commencement date at time of writing]





Consumer Insurance Contracts Act 2019
The obligations in more detail

Applicable Clause	Explanation	Change to Processes and Documentation	What this means for the Broker
<p>10. Provision of information relevant to contract of insurance and interpretation of certain terms</p> <p>Effective: 1/9/20</p>	<p>Within a reasonable time after concluding a contract of insurance, the insurer shall provide the consumer with the completed application or proposal form.</p>	<p>Aviva are changing from a proposal form system to Statement of Fact for Full Cycle EDI Private Motor and Home products.</p> <p>Property and liability proposal forms no longer required as standard for consumers.</p> <p>Proposal forms will continue to be used on Motor Products such as Van (until SOF available), Commercial Motor, Motor Trade (non-SIMI) and will be required to be fully completed pre cover.</p>	<p>2. Retain SOFs, proposal forms and all other documents in a durable medium and give a copy back to the policyholder as soon as possible.</p> <p>For details on documents to be returned to the consumer post contract please refer to pages 7 & 9.</p>
<p>11. Right to withdraw from contract of insurance by notice: cooling-off period</p> <p>Effective: 1/9/20</p>	<p>Introduces a cooling off period of 14 working days.</p>	<p>A notice to this effect has been included on all quotations and renewal invites.</p>	<p>3. Ensure all consumers have been advised that the cooling off period is 14 working days.</p>

Applicable Clause	Explanation	Change to Processes and Documentation	What this means for the Broker
<p>12. Renewal of contract of insurance</p> <p>Effective: 1/9/21</p>	<p>Requires insurers, when issuing renewal terms, to provide details of the last 5 years</p> <ul style="list-style-type: none"> - premiums paid by the consumer (including mid-term adjustments) and - claims (including third party claims) that have been paid. 	<p>We will provide the consumer at every renewal, details of claims we paid in the last 5 years and the premium the customer has paid us over the last 5 years.</p>	<p>4. From September 2021 our renewal invitation packs will include an annualised premium schedule and a five year claims schedule. You, the Broker, must ensure these are passed on to the consumer.</p>
<p>13. Cancellation of contract of insurance</p> <p>Effective: 1/9/20</p>	<p>Introduces additional cancellation rights for the consumer. Insurers must provide a reason for cancellation and repay to the consumer the balance of the premium for the unexpired term of the contract where the insurer invokes the cancellation clause on the policy. The insurer shall not impose any financial cost on the consumer where a contract of insurance is cancelled by them.</p>	<p>Our policy documents have been amended to reflect this change. A cancellation reason will be issued on policies we cancel. It is important to remember when a policy is cancelled midterm by way of insurer invoked cancellation, we must repay to the customer the balance of the premium for the unexpired term of the contract.</p> <p>However, where a consumer uses fraudulent means in incepting or renewing a policy (for example a Fraudulent NCD), the insurer is entitled to void the contract and retain any premiums paid.</p>	<p>5. In the event of an insurer led policy cancellation, pass on the appropriate return of premium to the consumer.</p>

Applicable Clause	Explanation	Change to Processes and Documentation	What this means for the Broker
<p>14. Duties of consumer and insurer at renewal</p> <p>Effective: 1/9/21</p>	<p>Alters the consumer’s duty of disclosure at renewal stage. Under CICA a consumer will only be required to provide updated or additional information at renewal where the insurer specifically requests this information or requires the consumer to review the answers previously provided by the consumer provided as part of the renewal invitation. The consumer is required to answer honestly and with reasonable care specific questions that have been posed to the consumer by the insurer.</p>	<p>At renewal the consumer will be asked to reconfirm information previously provided, to update this information where required, and to answer any new questions asked by the Insurer.</p>	<p>6. FCEDI Home and Motor</p> <p>Ensure the system generated renewal SOF is passed onto the consumer as part of the renewal pack.</p> <p>Property / liability products</p> <p>Ensure the static renewal SOF is passed onto the consumer as part of the renewal pack.</p>
<p>15. Post-contractual duties of consumer and insurer.</p> <p>Effective: 1/9/20</p>	<p>Alters post-contractual duties for the consumer and insurer.</p> <p>The consumer no longer has a post-contractual duty of utmost good faith.</p> <p>An “alteration of risk” clause will be introduced in all contracts. This sets out the different changes that must be advised by the consumer to their insurer otherwise a claim may be declined, cover is not guaranteed and the policy could be declared invalid or may be cancelled.</p>	<p>An “alteration of risk” clause will be introduced in all contracts.</p>	<p>7. Make it clear to customers that are <u>not</u> consumers (as defined by the Act) that these customers will still have a duty of utmost good faith and should be advised accordingly.</p>

Applicable Clause	Explanation	Change to Processes and Documentation	What this means for the Broker
16-18. Claims Issues Effective: 1/9/20	Insurers must handle claims promptly and fairly, notify consumers of a third-party claim (if not made by the consumer) as soon as possible and inform consumers when a claim is settled.	These clauses relate to how we handle claims.	8. All claims information must be sent to us without any delay.
19. Representations by consumer and terms that reduce the risk being underwritten (replacing insurance warranties) Effective: 1/9/20	Any statement by a consumer with respect to the existence of a state of affairs or a statement of opinion shall be treated as a representation by the consumer prior to entering into the contract and shall not be treated as “a warranty”	We can no longer apply or rely on ‘warranties’ or other conditions that convert a representation into a warranty. We have amended any conditions in our policy booklets to ensure they are CICA compliant.	9. Ensure the customer has been advised that no term in their Policy (including any “basis of contract” clause) shall turn a statement of opinion or statement as to the existence of a state of affairs made by them or on their behalf before entering into the Policy into a warranty. If there is anything in the endorsement(s) that is inconsistent with the Act it will be read in a manner consistent with the Act. In particular please note that any endorsement (including any endorsement described as a ‘warranty’) that imposes a continuing restrictive condition shall be treated as a suspensive condition.
20. Unfair terms Effective: 1/9/20	The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (S.I. No. 27. of 1995) shall apply to a consumer within the meaning of the Act”		10. No Broker action necessary.
21-25. Modifications to subrogation and third-party rights Effective: 1/9/20	Makes changes to the insurers right to subrogation and extends third party rights. This includes the right of a third party to claim directly from an insurer under a policyholder’s contract of insurance in certain circumstances. The right of the insurer to pursue another person in the name of the insured has also altered.	Insurer’s processes in relation to subrogation must be updated.	11. No Broker action necessary

N.B. A Section of the Act with an effective date of the 1/9/21 shall become operative on policies on:

(a) the renewal date of the policy on or after the 1/9/21, or

(b) the date of a mid-term adjustment, and quotations and new business from or after the 1/9/21 whichever date is the earlier

Consumer Insurance Contracts Act 2019

Duty of Disclosure

Commercial Property and Liability

Renewal Duty of Disclosure

You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete.

If any information shown in this Renewal Pack or the Policy Schedule is incorrect or incomplete, please contact your intermediary or broker immediately to update this information.

This is for your protection because, if you do not give us all the information we need, the policy may not provide you with the cover you need, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and you may encounter difficulty trying to purchase insurance elsewhere. Where applicable, you should also be aware that failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

You may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, your duties or your activities.

If you are not sure whether to tell us about a change in respect of your circumstances, you should contact your intermediary or broker immediately.

In addition, you must tell us immediately about changes, that have not already been advised to us relating;

1. to any accident, loss or claims made against you in the last five years, and/or any claims currently outstanding/pending;
2. to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
3. to your access to any hazardous sites or locations;
4. to (where a Certificate of Motor Insurance has been issued under this policy) any change in the way the vehicle(s) is used if such use is not covered by the certificate issued (and which remains effective) under this policy, or the circumstances of any driver (whose driving is covered) relating to that driver being disqualified from driving or having had any accident, loss or claim in the last five years or having any outstanding/pending claim or having a medical condition that has not been advised to the National Driving Licence Service; and/or
5. to your business being wound up or carried on by a liquidator or receiver or permanently discontinued.



Additional Duty of Disclosure for Non-Consumer Customers

Please note - if you are not a consumer (as defined below) the following duty also applies.

In addition to the above, you must also tell us **about any other facts**, which are likely to affect whether we agree to provide cover, or how we assess the risks proposed for insurance.

If you are not sure whether you should tell us about something, please tell us anyway. This is for your own protection because, if you do not give us all the information we need, the policy may not provide you with the cover you need, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and you may encounter difficulty trying to purchase insurance elsewhere. Where applicable, you should also be aware that failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
 - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit www.Irishstatutebook.ie



Private Motor Duty of Disclosure – New Business and Renewal

Please remember that you are under a duty to answer all questions, which we ask, honestly and with reasonable care.

Therefore, please ensure all answers and information given on any proposal form, statement of fact, declaration and any other document provided by the consumer to us for this insurance are complete and accurate and please tell us if anything changes during the period of insurance so we can ensure you are appropriately covered.

Important note

Fronting is when someone insures a car in their own name on behalf of another driver (often a less experienced driver or a driver without a no claim bonus) where the cost of insurance would be higher if the policy was in that other driver's name). The proposer declares to be the main driver of the car when in fact the car is intended for use by the other driver as the main driver. Please note that it is an offence to provide false information on an insurance application in this manner. Fronting is fraud and has serious consequences including having your policy cancelled, a claim not being paid, or having the policy declared invalid and void.

Therefore, to ensure that you are adequately protected please let us know immediately, if at any time, during the period of insurance (a) the main driver of the car on cover under this policy changes; (b) you become the main driver of another vehicle; or (c) you are given full-time use of a company vehicle.

Please note

The Consumer, and you the broker, should keep copies of any supplementary questionnaires, documents, or letters you have supplied to us as part of your new business application, for your future reference, as they will form part of the contract of insurance. Examples of such documents, where requested by us, may include, medical report forms, engineer report forms, policy questionnaire, driver declaration form or solicitors' letter(s).



Home Duty of Disclosure – New Business and Renewal

You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete.

If you don't give us full and correct information, or tell us about the below changes, we may refuse to pay all or part of a claim. Therefore, to ensure you are fully protected, if you are unsure whether you need to tell us of a change in respect of your circumstances relating to your insurance, please contact your broker immediately.

You may lose all benefit and cover under this policy if, since the start date of the policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten).

Therefore, please ensure all answers and information given on any proposal form, statement of fact, declaration and any other document provided by the consumer to us for this insurance are complete and accurate and please tell us if anything changes during the period of insurance so we can ensure you are appropriately covered.



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