Insurance Ireland comments on the CBI Consultation Paper 158 on Review of the Consumer Protection Code

7 June 2024

INTRODUCTION

Ireland is a thriving global hub for insurance, reinsurance and captives and Insurtech. Ireland's insurance market is the fifth largest in the EU and our Reinsurance market is the second largest. Our members represent around 95% of the companies operating in the Irish market, making Insurance Ireland a strong leadership voice for the sector.

Insurance Ireland members are progressive, innovative and inclusive, providing competitive and sustainable products and services to consumers and businesses across the Life and Pensions, General, Health, Reinsurance and Captive sectors in Ireland and across the globe.

In Ireland, our members pay more than €13bn in claims annually and safeguard the financial future of consumers through €112.3bn of life and pensions savings. Our members contribute €1.6bn annually to the Irish Exchequer and the sector employs c28,000 people in high skilled careers.

The role of Insurance Ireland is to advocate on behalf of our members with policymakers and regulators in Ireland, Europe and Internationally; to promote the value that our members create for individuals, the economy and society; and to help consumers understand insurance products and services so that they can make informed choices.

Insurance Ireland advocates for 135 member firms serving 25m consumers in Ireland and globally across 110 countries (incl. 24 EU Member States), delivering peace of mind to individuals, households and businesses, and providing a firm foundation to the economic life of the country.

OVERALL OBSERVATIONS

Insurance Ireland welcomes the opportunity to share feedback on the CBI consultation paper on the Review of the Consumer Protection Code.

We agree that the review of the Consumer Protection Code ('the Code') is a timely exercise. The Code has, since its introduction in 2006, been the key point of reference for industry and consumers in setting the expectations and rules around fair treatment of consumers of financial services.

We are also appreciative of the overarching goals of the Code review which are to provide more clarity, predictability and consistency on the consumer protection obligations of financial services providers.

As the Central Bank will no doubt appreciate, the wholescale review and update of the fundamental rules by which financial services firms are bound by when dealing with Irish consumers is an extremely time consuming and resource intensive exercise, from a detailed review of the individual specific regulatory requirements by both the CBI and the industry, to implementing the required resulting changes and ensuring that firms adapt and enhance the systems, policies and procedures to meet the regulatory obligations in this space.

The Better Regulation tool noted that there were 427 proposed text changes in the consultation, with 232 replacements, 115 insertions and 90 deletions. While we have responded to the main questions in the consultation paper, the bulk of our response is focussed on the material changes to the specific regulations in Annex 4 – General Requirements.

There have been significant changes across a number of areas of the Code around timelines, requirements for written confirmation (both from a provider and from a consumer) and introduction of a number of new information disclosures that must be issued to the consumer as part of the customer journey in advance of or after the acceptance of a policy as well as other compliance requirements with the Code. This results in a material impact on the consumer journey and increased compliance costs in adhering to regulatory obligations, which are ultimately borne by the consumer. Some proposed subtle wording changes have been identified, which were not highlighted in the CBI's over-arching consultation, and will have significant impacts for firms. It is vital that the consumer should benefit from these, and consumer detriment is minimised in the practical implementation of the proposals.

A three-month consultation period, followed by a 12-month implementation period may seem pragmatic on paper, however this is not the case considering that this is all happening with the same time period as a number of other important regulatory changes both domestically and from the EU. Even where implementation of requirements of CP158 is taken in isolation, it is a very short timeline in which to document appropriate business requirements, redesign the customer workflow, implement changes to customer documents to ensure additional information requirements are implemented in a way that informs the customer effectively and not just meets minimum standards to provide the information, schedule and test system changes, update policy and procedures, changes to control including quality assurance frameworks and complete thorough staff training required to successfully implement the rules. Rushing through changes of such a magnitude as those included in CP158 risks the delivery of the very outcomes the changes are trying to achieve, and serious consideration needs to be given to a pragmatic implementation timeline.

The implementation issues are exacerbated by the fact that firms must wait until the final regulations are issued by the CBI. Investment in the resource-heavy changes cannot be done until there is clarity about what is to be implemented and that will not happen until the Feedback Statement and final regulations are issued, as this will provide firms with as much certainty on their requirements as possible. It is worth noting that, as part of IAF/SEAR implementation, some significant changes were made in the period between the CBI issuing the draft and final regulations which had quite a material impact on some firms' implementation programmes (such as the requirement to certify each CF role holder individually). In addition, where there are changes to existing requirements, firms may need to wait to implement until the effective date of the new regulations to avoid falling foul of existing requirements under the Code.

With this in mind, we **strongly suggest** that the implementation period is extended and would begin at least three months from the publication date of the Feedback Statement. This would support firms in analysing the technicalities and impacts of the new rules as well as aligning the required CPC changes with the required changes from the other regulatory changes which are required at the same time.

We would also suggest, as was the approach taken with IAF/SEAR and considering the breadth of the proposed changes, that a phased approach to implementation be adopted whereby the Business Regulations come into force in the first instance followed by the General Regulations and any identified amendments between the Code and the proposed Statutory Instrument. It is also vital that existing CBI Guidance, both linked to and outside of, the CPC continues to apply until any changes/withdrawals are formally consulted upon.

Mapping tool

The industry welcomes the Mapping Tool which was included in the Consultation Paper. This was a specific request from the industry during the CBI Stakeholder Forums and it is extremely helpful to have a tool which supports assessment of the consultation paper.

Our members have raised concerns however, that not all of the changes are included in the tool. We understand from the Bank that where changes were made which were not flagged in the mapping tool, these were considered to be non-material changes which simply streamlined the wording of the rule. Unfortunately, this was not the case for all, and we have set out in Appendix 1 a number of examples where a material change has resulted from the wording change and why this has such an impact on the insurance sector. We have, on a best-efforts basis considering the limited timeframe for the consultation, suggested some alternative wording which may support a more pragmatic approach to achieving the same outcome and look forward to discussing this further.

We note, in accordance with section 50 of the Central Bank (Supervision and Enforcement) Act 2013, that before finalising these regulations the Central Bank must '*have regard to the need to ensure that the requirements imposed by the regulations concerned are effective and proportionate having regard to the nature, scale and complexity of the activities of regulated financial service providers or the class or classes of regulated financial service provider to whom the regulations apply'*. In this context, we would urge the Central Bank to carefully consider all the feedback it will receive from stakeholders and make the necessary changes to align with the afore-mentioned requirements. This obligation extends to including each of the wording changes, however subtle on the face of it, proposed to be applied between the existing Code and the draft Statutory Instruments.

There are also some typographical errors which should be noted:

- Reference to 9.18 in relation to new Reg 90 is wrong
- In Reg 107(2), 'hard copy' is used, instead of 'on paper or any other durable medium'

Mapping tool – set out below is the list of changes we, and our members, identified that were not included in the tool (in addition to the changes in wording which are also not indicated in the tool). As noted, considering the potential impact some of these changes will have on firms and their customers, we are concerned that they were not more clearly sign-posted in the over-arching consultation and each amended provision must be assessed for proportionality as stated above, as impacted regulated firms must also do and no rationale or necessity for the changes has been put forward. We also note that these changes are unlikely to have been factored into the proposed implementation timeline and this would need to be revised in light of the materiality of the changes.

Section 48 - Conduct of Business Regulations	**Comments**
Regulation 48(2)	Paragraph (2) of Reg 48 includes new requirements for firms which are not included in the mapping tool.
Regulation 127 (e), (f) and (g)	Reg 127 (e), (f) and (g) include new requirements for firms which are not included in the mapping tool.
Regulation 97(c)	New subparagraph (c) is not indicated in the mapping tool.
Regulation 110(4)(c)	Reg 110(4)(c) includes a new requirement which is not indicated in the mapping tool.
Regulation 111(2)	Reg 111(2) is new and not noted in the mapping tool.

Section 48 - Conduct of Business Regulations	Comments
Regulation 61(2)	Reg 61(2) is new and not indicated in the mapping tool.
Regulation 329(2)	Reg 329(2) is new and not indicated in the mapping tool.
Regulation 331(a) and (b)	Reg 331 (a) has been materially amended and Reg 331(b) is new and not indicated in the mapping tool.
Regulation 334(2)	Reg 334(2) is new and not indicated in the mapping tool.
Regulation 30(2)(c)	Reg 30(2)(c) is new and not indicated in the mapping tool.
Regulation 74(2)	Reg74(2) is new and not indicated in the mapping tool.
Regulation 15(3)(e)	There is a wrong reference in the mapping tool to the new provision which is 15(3)(e), instead of 'NEW 15(e)'.
Regulation 16(1)	Reg 16(1) is new and not indicated in the mapping tool.
Regulation 370(2)	Reg 370(2) is new and not noted in the mapping tool.
Regulation 17(5)	Reg 17(5) is new and not indicated in the mapping tool.
Regulation 64(1)(b)	Reg 64(1)(b) is new and not noted in the mapping tool.
Regulation 343(3) and (4)	Reg 343(3) and (4) are new and not noted in the mapping tool.
Regulation 379(1)(h), (2), (3) and (4)	Reg 379(1)(h), (2), (3) and (4) are new and not noted in the mapping tool and are not insignificant inclusions.
Regulation 71(2)	Reg 71(2) is new and not noted in the mapping tool.
Regulation 363(2)(a), (b), and (c) and (3)	Reg 363(2)(a), (b), and (c) and (3) are new and not noted in the mapping tool.
Regulation 364(3)	Reg 364(3) is new and not noted in the mapping tool.
Regulation 349(3), (4) and (6)	Reg 349(3), (4) and (6) are new and not indicated in the mapping tool.
Regulation 355(e) and (g)	Reg 355(e) and (g) are new and not indicated in the mapping tool.
Regulation 79(1)(c)	There is a wrong reference in the mapping tool to the new provision which is 79(1)(c), instead of 'NEW 79(c)'.
Regulation 79(2)(i) and (j)	There is a wrong reference in the mapping tool to the new provisions which are 79(2)(i) and (j), instead of 'NEW 79(i)(j)'.
Regulation 387(2)	Reg 387(2) is new and not noted in the mapping tool.
Regulation 85(2)	Reg 85(2) is new and not noted in the mapping tool.
Regulation 98(2)(a)(iii)	Reg 98(2)(a)(iii) is new and not indicated in the mapping tool
Regulation 109(1) and (2)	Reg 109(1) and (2) contain new and extensive requirements for firms which are not clearly indicated in the mapping tool.
Regulation 101(2)(k) and (l)	Reg 101(2)(k) and (l) are new and not noted in the mapping tool.
Regulation 117	Only Reg 117(1)(l) and (2) are noted as new in the mapping tool, however (m) contains also new provisions.

We welcome the iterative approach taken to the Mapping Tool from the CBI and the commitment to update the tool for the Feedback Statement so that it can support firms in the implementation of the changes. We hope the above feedback will be helpful in this process.

Sector-specific breakdown

We are particularly appreciative of the proposed sector-specific breakdown of the Code, as well as the planned Guidance to accompany and facilitate the use of the Code by the relevant parties. The consolidation of a range of existing Central Bank rules and codes in the revised Code will enhance and add coherence to the regulatory framework. This will support not only incumbents but also new entrants to the market and will help them to understand

CBI conduct rules for business. We believe that transparency of expectations is key to the delivery of good consumer outcomes and a truly consumer-centric culture within firms.

However, a number of the regulations seek to be cross-sectoral and do not take account of the specificities and differences between products/sectors. This is particularly evident in the regulations in place for Private Health Insurance, which Insurance Ireland set out in our response to the Discussion Paper. The Health Insurance Act(s) outline the principles underpinning private health insurance, with the Health Insurance Authority (HIA) as statutory regulator.

Private Health Insurance in Ireland is a community-rated product, and it fundamentally differs from all other non-life and life products, which are risk-rated products. In the Irish health insurance market, the risk factors that can be taken into consideration by other insurance sectors are not applicable to health insurance. Strict pricing rules, including maximum discount application, creates a different risk and price dynamic in the health insurance market compared to the non-life insurance market. We continue to call for recognition to be given to the specific nature of the health insurance products and we would suggest that the CPC have a carve out in relation to the provision of information/documentation to the consumer. The experience of our members has demonstrated a one size fits all approach to the insurance market does not account for the unique nature of the Irish health insurance market within the wider market

When regulation for health insurance is adapted from, or developed from sectors or products other than health insurance, it may not fully account for the intricacies and scope of health insurance products. This can lead to unintended consequences for consumers and our health insurance members. It is disappointing the only clear place this has occurred in the revised Code is in the draft Conduct of Business Regulations, regulation 353 which explicitly excludes where direct settlement is used by a health insurance undertaking.

Informing effectively

As we noted in our response to the Discussion Paper, the Covid-19 pandemic and increased investment in technology has seen accelerated development of digitalisation of insurance products and services, as well as a crystallisation of risks such as the ‘expectation gap’ – the gap between the product that insurers have sold and the product the consumer has purchased. This highlights the importance of relevant, meaningful, concise and timely information and we believe that this is key to ensuring effective consumer understanding and informed decision making.

Increasing amounts of EU and domestic regulation are causing additional disclosure requirements which can result in information overload for consumers and have a detrimental consumer impact, taking into account the sheer volume of documentation that consumers now need to review as part of commencement/new business, renewal (if applicable) and ongoing communications. Accordingly, it is difficult to understand how compliance with the new principle of informing consumers effectively may be achieved in the context of the numerous disclosure obligations arising from both, domestic and EU Regulations. The use of traditional communications such as paper via the postal system is no longer considered to be a ‘sustainable’ delivery method. The use of more modern technology methods is considered a more climate-change friendly and sustainable method of informing effectively which should align with the Central Banks goals around sustainability.

Consumers now also expect a certain fluidity in how they access information. Rather than receiving key information at a set time over a defined period (e.g., annually), which is set by Regulation etc, consumers expect to be able to access the information digitally at a time of

their own choosing and expect to be able to access up-to-date information when they do or indeed access historic information easily also.

While we broadly agree with the Informing Effectively initiative outlined in the revised CPC, the Central Bank may need to better articulate how it expects regulated firms to comply with such a provision in practical terms to ensure that firms are clear on their legal obligations.

We do not believe that the introduction of a number of significant additional disclosures will support consumers in their engagement with their insurance product. It is widely recognised by regulators and industry that increasing the disclosures to consumers will not result in more informed consumers. In fact, it has been noted that increasing the disclosures to consumers simply disengages them further or hinders their ability to take informed decisions. There must be a balance between what key information the consumer needs to know and the information that must be provided to comply with contractual and regulatory requirements. It would be helpful if the Central Bank could emphasise what key documentation should be explained and presented to consumers per sector to ensure practical understanding of the products and services and for firms to meet the requirement of securing customers' interests by informing effectively.

There are a number of additional disclosure requirements in the Regulations, particularly around Non-Life Insurance and the digital journey, which have not been highlighted in the consultation paper/mapping tool and we feel that a number of these would, in practice, cause consumer detriment due to information overload and should be reconsidered. These have been noted in Appendix 1, as well as in Q21.

We believe that there is a role for the Bank, perhaps through an expanded Domestic Stakeholder Forum, to explore how best the financial services industry can leverage new ways of informing effectively while still providing sufficient consumer protection to mitigate consumer detriment while complying with the relevant regulatory obligations. This would include identifying what regulatory and legislative requirements inadvertently cause a barrier to this outcome and also to hear from financial service firms on successful initiatives to increase financial literacy across Ireland. This should also link in with the work of the Department of Finance and the development of a National Roadmap for Financial Literacy.

It is important that the draft Conduct of Business Regulations align with existing legislation, it is therefore a concern and unclear whether any consideration has been given to its alignment with the Health Insurance Act(s) 1994 - 2023 and associated regulations on open enrolment, minimum benefits and life-time community rating. This legislation has an important operational impact on health insurers and can impact their ability to effectively comply with the draft Conduct of Business Regulations. For example, open enrolment regulations prohibit a health insurer from refusing to provide health insurance to any consumer seeking it. However, the draft Conduct of Business Regulations, regulation 17(11), as in the existing Code, provides for the scenario that an RFSP refuse to offer, recommend, arrange or provide a service where the consumer refuses to give certain information for the purpose of assessing product suitability.

Consumers in Vulnerable Circumstances

Insurers have a duty of care to their consumers and as such, are already providing additional supports where this is needed and/or requested. As such, we welcome the clarity that is brought by the Guidance and we and our members fully support the initiative. That being said, the much broader definition of vulnerable circumstances and insufficient alignment with the Assisted Decision-Making (Capacity) Act (ADMA), in terms of definitions and categories of vulnerability, do cause some concern.

Our members favour specialised training rather than having to build specific system changes to record vulnerability, especially where these circumstances are transient. By the nature of the interaction (a health claim for example, or death claim) the vulnerability is inherent, and therefore all consumers in these circumstances would be treated sensitively. It should also be noted that the General Data Protection Regulation (GDPR) provisions already apply in full here, and we do not see a need for an additional CBI requirement for explicit consent to be recorded when there are already well-established rules under GDPR on when customer consent is required, including exemptions for life and health firms in certain circumstances considering the types of products involved.

Therefore, we note the obligations for firms to comply with the data protection principles under the GDPR, including purpose limitation, accuracy and storage limitation and we would be interested to understand how those obligations will interact with the proposed CBI requirements to record and retain personal data of consumers in vulnerable circumstances (e.g. how long personal data should be retained having in mind the dynamic and transient nature of vulnerability, etc.).There are additional difficulties for those consumers who interact via a broker. This brings difficulties in dealing with sensitive issues and perhaps a broad-brush approach in terms of regulatory rules is not the most appropriate way to do this. Requiring explicit consent may lead to a consumer feeling stigmatised or singled out and, as noted, we are of the view that whether explicit consent is required, or not, is already addressed under GDPR. While we note that engagement between the DPC and the CBI on this issue is ongoing, it would have been preferable for the DPC to have formally advised on the proposals in advance of the public consultation.

Each vulnerable circumstance differs, and this means that training, policies and procedures, along with ability to flex these, is the most appropriate way of ensuring a positive consumer outcome here, not forcing consumers to accept whether or not they are ‘vulnerable’/in vulnerable circumstance or being categorized in that manner. We understand the CBI desire that consumers would not have to explain the circumstance every time they interact with financial service providers, however, requiring a system check/classification also triggers other legal requirements, and this may not always be in the best interests of the consumer to have to deal with at that time.

We suggest that the CBI increases thematic feedback from supervisory activity on vulnerable circumstances, setting out anonymous examples of good and poor practice it has seen across the financial services industry. Insurance Ireland, as the insurance trade body, will also step up to host workshops for members in terms of sharing good practice and practical issues that arise in this area and we would look to share this with the CBI through our regular engagements. This approach allows for the flexibility that is needed to support consumers in vulnerable circumstances.

Consultation Paper Questions

Q.1 Do you have any comments on the Securing Customers’ Interests Standard for Business, Supporting Standards for Business or the draft Guidance on Securing Customers’ Interests set out in Annex 5?

It is our understanding that the Standards for Business are intended to apply to all Regulated Financial Services Firms, including those which do not operate in Ireland or interact with Irish consumers. Therefore, the inclusion of a conduct-based Standard for Business seems to have caused some confusion with our members. The Statutory Instrument (SI) itself does not include any reference to Irish consumers, such as that set out in Regulation 14 of Conduct of Business SI, which makes it clear that these General Requirements do not apply to firms who offer products out of Ireland. Applying conduct rules to non-Irish consumer

business would result in undermining the single market for financial services and in effect, constitute double regulation. It would also place additional requirements on Irish firms operating outside the State which local firms would not be required to adhere to and result in additional complexity and cost for Irish firms. The Central Bank should be explicitly clear in the Feedback Statement as to its expectations here for cross-border firms.

The Standards for Business and Supporting Standards for Business have different articulations of what might appear to be similar requirements e.g. 'act in the best interests of customers'; '..shall secure its customers' interests'; 'acting in accordance with the reasonable expectations of its customers'; 'delivering fair outcomes for customers'. The Guidance also speaks of '… focus on delivering positive customer outcomes'. It will be important that there is sufficient clarity from CBI on how each of these might be achieved, or if they can be assessed for implementation in an aggregate/holistic manner. Equally, for firms, setting out a clear interpretation of these upfront will be important in guiding the overall application of the requirements.

We believe that insurance firms already operate to a high standard for securing consumers interests. We appreciate the CBI intent here is to ensure that commercial interests do not override a fair consumer outcome and we suggest that if the Bank has evidence of this, an appropriate supervision strategy should be implemented to deal with the issue rather than the introduction of new rules – many of which are already in place and reflected in the Consumer Protection Risk Assessment (CPRA).

We note that, in accordance with section 17(6) of the Central Bank Reform Act that when making regulations under this section, the Central Bank must 'have regard to the need to ensure that the business standards are effective and proportionate having regard to the nature, scale and complexity of the activities of regulated financial service providers or the class or classes of regulated financial service providers to whom the regulations apply'. In this context, we expect that the Central Bank will carefully consider all the feedback provided and we would be happy to engage directly on any of the points raised.

Finally, we believe that further guidance is needed on the Standards for Business. For instance, in relation to Section 2.8.5 of the Guidance on Securing Customers' Interests, if the contract referred to a decision by the Appointed Actuary without detail on how that decision might be reached, or if the unit price applying to a transaction can be applied within a range of dates, what is the determination of ambiguity on these and 'the application that most benefits the consumer'.

Q.2 Do you have any comments on our expectation that firms offering MiFID services and firms offering crowdfunding services should consider and apply the Guidance on Securing Customers' Interests?

N/A. This question is not of relevance to the insurance industry, so we do not feel best placed to comment.

Q.3 Do you have any comments on the proposed Code enhancements with regard to digitalisation?

In response to consumer demand through firm research and feedback, insurance undertakings have been adapting their digital platforms to ensure they are easy to understand, use and navigate based on consumer preference. Firms generally provide guidance on how a consumer can navigate and use their digital platforms and display this prominently at all times. Such an approach is clearly in everyone's interests.

The definition of Digital Platforms in the Regulation implies that such a platform is used only for distribution of financial products as opposed to a complete consumer journey i.e. an online system through which contracts can be concluded to provide financial services to consumers, or a website or application that provides access to consumers to conclude contracts for the provision of financial services. This conflicts with the consultation paper, which defines a digital platform as 'the use of technology to deliver regulated financial services to consumers'. This is confusing and it should be clarified in the final Regulations that an online platform can deliver services to consumers at all stages of their journey albeit the new requirements are intended to capture those platforms where consumer can conclude contracts.

Overall, we believe that many of the proposed interventions under the digitalisation section of the Code will result in consumer distrust of financial services, rather than the stated intention of building trust in financial products and services. This is primarily due to the increased level of warning statements, pause statement (as well as the mandated wording of these), and reminders of cooling off periods among others set out in the Appendix. In addition, the proposed requirements take no account of the potential for product complexity and will apply equally to all product types (whether distributed on an execution only or fully advised basis) which seems disproportionate and will further contribute to information overload and potentially alarm for consumers.

The interventions intended to enable and support consumer decision-making must not have the unintended consequence of hindering them. After a consumer has stepped through a lengthy online needs analysis, and fact-find the warning statement, risks creating or reinforcing doubt in the consumers' mind that they have made a mistake, or they went through the journey incorrectly. Analysis from our members indicates one of the biggest causes for returning consumer engagement through multiple phone calls is consumers doubting whether they have done things correctly. Where doubt is created via the digital journey it may result in driving consumers to use a communication channel not in line with their initial preferences e.g. the phone.

We understand from discussions with the CBI that as part of the previous discussion paper, many responses from stakeholders suggested that the digital journeys were too fast and delivered a product to a consumer in a short timescale, as there was no reliance on paper/post/face-to-face meetings to provide a slower paced journey. However, this feedback must be balanced with consumer demand – digital platforms have developed due to demand from a more technologically adept consumer who expects a level of service in line with the speed that can reasonably be expected from using a digital platform. Indeed, the speed to which customers can complete online journey is often identified in positive feedback provided to members through platforms such as Trustpilot etc. It would not be a good outcome to end up pushing consumers to take an unregulated product for ease/speed of service, particularly on the investment side as a result of the proposed requirements in this area.

These interventions also create a disparity between consumers serviced via a digital platform and those serviced via post/face-to-face interactions. There are many more disclosures to a digital consumer than to those who interact in other ways – this could be seen to defeat the purpose of the choice to go digital –, which enables a consumer to purchase a product at pace they are comfortable with. The Code requirements should also encourage and support consumers to transition to digital, where this is their preference. In addition, it should support firms to move to carbon neutral services by reducing postage, hard copy paper and unnecessary emails communications which also create a digital carbon footprint in line with the Central Banks own sustainability objectives.

It would be helpful to inform this issue if the CBI can set out the research it has carried out with Irish consumers on the issue with digital journey for financial services products. While we understand the concerns raised in the discussion paper responses, there are also many examples where the speed of the digital journey is important to the consumer, who now expects a 'one and done' journey and this should be supported in those instances.

Finally, it is not clear how EU legislative initiatives related to digitalisation, such as FiDA, the Distance Marketing Directive, and the European Single Access Point (ESAP), have been considered in the proposals. It is essential that this Code is future proofed and aligned as much as possible with new rules we know are coming from EU level.

Q.4 What are your views on the proposed requirements on banks where they are changing or ceasing branch services?

N/A. This question is not of relevance to the insurance industry

Q.5 Do you have any comments on the 'informing effectively' proposals?

There have been ongoing discussions on how best to inform consumers effectively, both domestically and in the EU. It is well understood that simply sending more and more information to consumers serves to disengage them rather than inform/engage them in their financial decisions and planning. Consumers have different communication preferences which insurance firms strive to support.

Following the discussions at the CPC roundtables and the Domestic Stakeholder Forum which noted the points above, it is very disappointing to see that the approach from the CBI appears to be to increase the volume of communications/warnings to a consumer, rather than streamline the process to ensure that meaningful information is shared at the right time. This includes proposals such as additional pre-notification of renewal and disclosure of premiums without discount/loadings. There are a number of issues with these as we set out in Appendix 1, but overall the benefit to the consumer is not clear and in practice, additional disclosures such as these will practically result in higher volumes of call centre calls and dissatisfied consumers (as, for example, a premium will not be included in a pre-renewal notification and a consumer who had a risk-based loading applied will simply not qualify for a standard premium due to their circumstances). We are interested in how the CBI intends the pre-renewal process to work with the broker market interfacing with the customer.

In addition, some subtle wording changes will have big impacts. For example, in terms of renewal, the original requirement was if the material change was to occur the insurer got an update and this would be dealt with at renewal stage. The new requirement is to seek confirmation of a material change. This appears to be a more affirmative obligation and would require insurers to have the customer to take an action at renewal even if there have been no material changes, which may pose challenges.

Importantly, some of these new requirements look to ensure that the information is *disclosed in writing* (e.g., Reg 68; Reg 123) and/or that the consumer must provide *consent in writing* (e.g., Reg 96; Reg 110; Reg 111). There is also increased reference in the new Regulations to 'in writing on paper or other durable medium'. While the CBI 2012 Guidance (as updated) attempted to define what constituted 'durable medium', technology has now further advanced and further guidance and clarity would be welcomed in this regard. Non-exhaustive examples of what is/is not considered durable medium would support the industry in understanding how compliance with the Requirements can be achieved. There is a risk that the lack of clarity from the CBI on what can be constituted as a durable medium will result in falling back on paper/PDF. This risks over-disclosure when a text/email would

not only be more effective and efficient, but also more climate friendly in terms of reducing paper.

It may be the case that the development (and continuing development in light of emerging experience) of FAQ's which could be delivered through innovative technologies such as online tools or videos may serve the intended purposes far more effectively than additional warnings and information. In addition, ensuring practical understanding by the customer of products and services should be based on a layered approach of providing information. This could be provided through a media which is perpetually available, accessible and engaging.

The National Roadmap for Financial Literacy will be a vital asset in understanding the barriers facing consumers in understanding their financial product or service and bring ways in which firms and the insurance sector can address some of these barriers. It would be helpful if the Feedback Statement set out why Product Oversight & Governance requirements and processes are insufficient in terms of overseeing informing effectively, to the point new rules need to be introduced.

Finally, it is also important to note that where a principles-based approach seeks to move away from simply providing information to providing the many disclosures in a way that seeks to inform customers effectively will require significant time and resources, both in terms of design of the customer workflow documentation and ultimately implementing the changes separately across all products.

Q.6 Are there any specific challenges regarding implementation of the new Informing Effectively Standard for Business?

Insurance policies are contracts and as such, the use of technical terms is unavoidable. However, most (if not all) insurance firms provide a glossary of terms so that they can be explained and understood by consumers. This supports consumers in terms of 'plain English' requirements. However, it is important to acknowledge that certain products are inherently complex and unavoidably require the use of technical terms and detailed documentation.

The consultation paper sets out that: *Firms must also continue to provide information to customers on a timely basis, and to bring key information to the attention of customers. These requirements are underpinned by a desire to ensure that the consumer has full and meaningful understanding of the product or service they are accessing, its costs, risks, and relative advantages and disadvantages*.

However, by mandating increasing numbers of disclosures and repeating already disclosed information will simply lead to consumers ignoring communications as they are getting repetitive information (e.g. Reg 45 sending a stand-alone reminder regarding cooling off period 3-7 days prior to the expiry of the cooling off period when the consumer was informed of this right at point of sale 3 days before). If there is little benefit to the consumer, we would question the necessity of these proposals.

The aim should be to inform customers effectively as opposed to providing vast amounts of information to customers in a tick-box manner. There is a need to explain what a product is in a short, easy to understand format and allow a customer to layer onto this additional information which they may require. The medium through which this is conveyed should not be set or dictated but should lean away from printed documents given the environmental impact of printing. The aim should be to inform to allow customers to take decisions in their best interests.

Insurance firms are already subject to the Consumer Insurance Contracts Act, the Consumer Rights Act, as well as other legislative provisions, which require mandated information to be shared with consumers. The CBI should ensure that this Standard allows for alignment with the legislation. See response to Q5 above regarding the potential use of smarter on-line tools to inform effectively.

Q.7 Do you have any comments on the proposed enhanced disclosure requirements for mortgages?

N/A.

Q.8 Do you have any comments on the proposed enhancements, or any further suggestions on the CCMA?

N/A.

Q.9 Are there other actions that firms could take to ensure that customers understand the status of unregulated products and services and the potential impact for consumers?

Insurance Ireland welcome the recognition of the differentiation between non-financial services and unregulated financial services. The regulations and supporting guidance should ensure that this distinction is clear throughout all documents. i.e. that all requirements related to “unregulated activities” only relate to unregulated financial products and services.

We understand the Central Bank intends to issue guidance to firms on the use of branding, arising from the potential lack of understanding by customers in the differing protections available in terms of unregulated financial product or services. The proposed wording in the revised Code could have unintended consequences, particularly for Group entities which have multiple entities operating across different sectors, and that potentially, the additional guidance could be an opportunity to temper such circumstances.

Q.10 What other initiatives might the Central Bank and other State agencies consider to collectively protect consumers from financial abuse including frauds and scams?

A regular and structured engagement with Big Tech (Microsoft, Google, Meta, etc.), FinTech and InsurTech companies, with a view to discussing the issues related to frauds and scams and working on potential solutions and preventive measures, could be initiated by the Bank. Frauds and scams are becoming increasingly sophisticated with the advance of technology and the Bank should look to leverage some of the expertise in the Tech sector on how to address these. This could form part of a pan-European initiative. It would be useful if the CBI could provide some examples of “financial abuse” per industry type as these obligations could be more relevant for certain types of industries.

On 15 April 2024, the Law Reform Commission published an extensive report on Adult Safeguarding legislation and framework for Ireland. If the recommended changes are adopted it is proposed these should be consulted on separately, to ensure all RFSPs are given the opportunity to consider any impacts arising from the changes and highlight any unintended consequences to potential improvements.

What may be more important here is the timely and widespread dissemination of information on emerging or noted fraud methods to ensure that the population is informed as effectively as possible and we would see industry bodies such as Insurance Ireland along with State bodies such as the CBI and An Garda Síochána working together as being the key here.

The Central Bank and other State agencies, such as the Competition and Consumer Protection Commission, may also consider offering free courses/webinars to consumers to educate them on the risks of financial abuse through frauds and scams, as well as some more media coverage of the risks of fraud and scams across the financial services industry in order to raise consumer awareness.

Q.11 Are there any other circumstances that we should consider within the proposed definition of financial abuse?

There is a new concept of financial abuse in the consultation paper. We understand from the CBI that there is no intention to increase the liability on financial firms, however they do place a lot of duty on the financial services side and the expansion in definition to include 'potential customers' should be clarified as it could create an unintended liability to firms for issues far outside its control (e.g. imitation fraud events). It is vital that the CBI shares more detail regarding expectations in this area, both in the Feedback Statement and on an ongoing basis in terms of supervisory practice.

Many firms are already taking steps to tackle fraud and scams and are contacting consumers and the relevant regulatory bodies, when financial scams are identified. Insurance Ireland hosts details online of ghost broking and insurance fraud, for example. Again, it would be helpful to see some real-life case studies handled by the CBI so that all firms can learn from previous experience. We are strongly of the view that tackling fraud (including emerging fraud trends) is a real time and collective responsibility which may not be entirely served through imposing regulations.

Q.12 What are your views on the proposed amendments to the Consumer Protection Code in relation to consumers in vulnerable circumstances? Do you have any comments on the draft Guidance on Protecting Consumers in Vulnerable Circumstances?

The definition of a vulnerable consumer is now much broader and relates to consumers in vulnerable circumstances, which is much more fluid. Vulnerability is a broad concept and is not something that is static or permanent. It can arise where there are health issues, life events or a lack of capability. That broad approach is currently reflected in the approach the industry is taking and which has developed over many years. In order to appropriately support affected consumers, a degree of flexibility is needed. This can be delivered through training, oversight and governance.

The requirement to record vulnerable circumstances under Regulation 37(1) is difficult to deliver in practice. For many firms, by the nature of the interaction (a health claim for example, or death claim), the vulnerability is inherent, and therefore all consumers in these circumstances would be treated sensitively. Additionally, the individual may not consider themselves as being in a vulnerable circumstance but the insurer may have information, or otherwise form a view, that may deem them to be in a vulnerable circumstance.

It is not clear how the insurer is supposed to support an individual who does not consider themselves as vulnerable if there are triggers/indicators to this, such as a health insurer who is aware a policyholder is undergoing medical treatment. An additional requirement to seek the consumers consent might also result in some consumers feeling stigmatised through the process. Introducing an additional step to seek the consumers consent to record them as potentially vulnerable before offering additional supports will slow down the process and also potentially annoy/upset some consumers. We firmly believe that any consent requirements are already captured under GDPR. In addition, the proposed changes could also have a

chilling effect on the sector and result in firms taking a less expansive interpretation to vulnerability. There is a risk of creating a two-tier approach from firms, based on where the firm has identified a vulnerability and where the consumer identifies it.

Taking into consideration that ‘vulnerability’ is not a static but rather dynamic concept, at what point does an insurer make the judgement that someone is no longer vulnerable? If explicit consent is required to note this, explicit consent would be required to remove the vulnerability. Additionally, if an intermediary is aware that the person is in a vulnerable circumstance, but they do not pass this information on to the insurer, or if the intermediary does not pick up that a consumer is in a vulnerable circumstance, how can insurers identify the same, if there is no interaction between the parties?

Recording and maintaining records of vulnerability in the way set out will involve a lot of requirements to update systems as firms will now potentially have to maintain a vulnerable person record to record if a person is vulnerable and what supports they need, and all the while requiring the explicit consent of the individual. Firms are already required to have processes in place to record information in relation to consumer contacts throughout the lifecycle. In these circumstances, the introduction of an additional recording keeping requirement is unnecessary.

In particular, as currently drafted, some firms might interpret the proposed requirement as requiring a firm to build a new 'vulnerable customer systems flag' which, in turn, will create issues from a GDPR perspective in circumstances where the CBI guidance acknowledges that vulnerability is not a static concept and any system flag, when dealing with long-term products, will only represent a point in time assessment and will be in immediate conflict with the requirement under GDPR to keep information updated. Again, this could result in some firms taking a less expansive interpretation.

While we appreciate there are good intentions behind the above proposals, for the reasons stated above, we do not believe the proposed consent or record keeping requirements as currently drafted will deliver the intended outcomes for consumers or industry. A preferred approach may well be a cross-industry (and including the CBI) regular forum where best practices could be shared from industry participants in a way that seeks to life all boards to aspire to a best-in-class approach to customer vulnerability.

Regarding the Guidance on Protecting Consumers in Vulnerable Circumstances, clarity would be welcome around the process steps and requirements to be followed in managing customers that require assistance to make decisions in accordance with the Assisted Decision Making (Capacity) Act 2015 and the Code of Practice for Financial Services Providers provided by the Decision Support Service.

Q.13 Is the role of the trusted contact person clear? What more could a Trusted Contact Person do?

The role of the trusted contact person, as described in the Conduct of Business Regulations, is clear. However, based on established market practices it is unclear what additional benefit this role would have for consumers and there are alignment and expectation concerns which need to be addressed. There is a significant gap here that there is a lack of alignment with the Assisted Decision-Making (Capacity) Act (ADMA). Regulation 35(1)(b)(iii) of this Act sets out that an RFSP would need to contact a third party to confirm the specifics of a power of attorney, or identity of a co-decision maker, decision-making representative or designated healthcare representative in circumstances where the ADMA provides that agreements/ court orders that name such individuals have to be registered with the Decision Support Service and that the Decision Support Register can be accessed by an RFSPs and used to

verify the agreements and content. The introduction of yet another category risks causing confusion bearing in mind that the differentiation of these roles may often have to be determined during a service interaction which often happen with the less experienced members of staff who may now be required to juggle a number of different pieces of legislation to determine the role being carried out by a Trusted Person, in circumstances where the Trusted Person, or indeed the customer may not be aware of such a concept.

While we can understand the rationale from the CBI to ensure that less formal support is available for individuals should they need it, the proposals do not take account of current industry practice. There is a long-standing practice in insurance whereby insurers permit policyholders to provide verbal, or written consent that a trusted person may act on their behalf and give instructions to the insurer in certain contexts. A typical example would be where a parent has provided consent for an adult child to discuss their policy, claims queries and support/ give instructions on premium payments. Typically, insurers would not contact this trusted person but would be contacted by them, commonly on an inbound call. This practice predates the ADMA, and it is a practice that continues alongside the ADMA.

In reality, these proposals could cause a barrier to this for firms. Restricting the requirement in Regulation 35 to written consent may act as a barrier to consumers in general and in particular those in vulnerable circumstances. Current industry practice is verbal consent will be accepted from a consumer to give authority to a trusted person to deal with their policy on their behalf. In our experience a common existing scenario is a consumer, whether vulnerable or not, will contact an insurer via the phone, and give instructions to the insurer to speak with another person on their behalf, confirming specifically the authority they wish to give the third party, to whom they hand the phone.

In the case of facilitating the recording of a trusted contact person, it is quite probable that a consumer will ask for the details of an individual to be recorded as their trusted contact and the trusted contact will join them on the phone call and provide their consent to be the nominated trusted contact. This consent will have been recorded. It is unclear why the consumer and trusted contact would have to be directed to take additional action to provide their consent in writing and this may well be resisted as being bureaucratic. Also, under the proposals in cases where the trusted contact is not on the call, the provider would be required to record the details of the trusted contact in order to contact them to obtain written confirmation to continue to record their details. A balance needs to be found between protecting the consumer and making it simple for them to engage effectively with an RFSP.

Safeguards are vital here also, as in our experience, many fraud cases are attempted by individuals in a position of trust with the consumer but mandating the use of a Trusted Person may limit the flexibility of a regulated entity.

Q.14 Recognising the role of EU consumer protections concerning climate and sustainability, do you have any comments on the proposed Code protections relating to climate?

We note the proposed measures against greenwashing detailed in Chapter 9. Insurance firms are clear that any climate claims included in any advertising do need to be justified, substantiated and evidenced. However, the wording of Regulation 79(2) is vague and lacks legal certainty.

In order to future-proof the Code and reduce unnecessary overlap, we suggest the CBI tie these proposals to the work being undertaken by the European Supervisory Authorities

(ESAs)[1] relating to greenwashing rather than forge ahead and have to change the rules – potentially during the implementation period for the Code or indeed recognising the role of EU consumer protections concerning climate and sustainability defer to those provisions, which will continue to emerge rather than seeking to overlay them in a revised Code.

Q.15 Do you agree with our approach to including sustainability preferences with existing suitability criteria?

Have you any suggestions on how we can ensure all suitability criteria, including those relating to financial circumstances and sustainability preferences, are given an appropriate level of consideration?

We note some inconsistencies in the proposed regulations on how sustainability preferences are considered in the suitability assessment. For example – under Regulation 15 firms should collect information on any sustainability preferences that consumers might have with regard to the financial service. However, no further guidance is provided on how firms should implement this requirement.

At the same time, the draft Regulations require firms to assess the suitability of products based on the information gathered from the consumers but excluding the stated sustainability preferences. It is unclear how the suitability statement under Regulation 17(5) should identify where a financial service set out in the statement of suitability meets any sustainability preferences gathered from the consumer in accordance with Regulation 16 when Regulation 16, which is in relation to assessing and ensuring suitability, excludes consideration of sustainability preferences.

The Commission Delegated Regulation (EU) 2021/1257 amending the Delegated Regulations (EU) 2017/2358 and (EU) 2017/2359 as regards the integration of sustainability factors, risks and preferences into product oversight and governance requirements for insurance undertakings and insurance distributors and into the rules on conduct of business and investment advice for insurance-based investment products (IBIPs), in accordance with its title, applies to IBIPs. However, there is no reference to these requirements in the draft Regulations. In addition, it is unclear which financial service providers will be in scope of the proposed new sustainability preferences requirements.

Taking into consideration the above inconsistencies, we would appreciate if the Bank provides further clarity around the requirements related to the sustainability preferences in the context of the suitability assessment. It would also seem to be the case that sustainability preferences extend to non-life products, which would not appear to have been the intention. Similarly, regarding suitability requirements for health insurance products**,** the type of information currently required for a product suitability assessment was designed for financial products and the majority of the suitability assessment criteria are not relevant to or fit for purpose for assessing health insurance suitability. It is therefore not possible to ensure all suitability criteria, as set out in Regulation 17, are given an appropriate level of consideration, when they are not relevant for a health insurance product. To address this the Central Bank should consider the specific and unique factors which apply to health insurance and account for them in the revised Code, as we recommended at the discussion paper stage and in the current response.

[1] ESAs call for enhanced supervision and improved market practice on sustainability-related claims

Q.16 Are there specific elements of the revised Code that should be tailored to BNPL, PCP, HP and consumer hire providers?

We have no comments.

Q.17 Are there other protections within the General Requirements under the revised Code that we should apply to High Cost Credit Providers?

N/A

Q.18 Are there elements of the revised Code that you think should be applied to SMEs?

No further comments.

Q.19 Do you have any comments on the change to the definition of "consumer" under the revised Code to include incorporated bodies of less than €5m in annual turnover?

The change to the definition of 'consumer' to include incorporated bodies of less than €5m in annual turnover will provide additional requirements and processes to manage the review of turnover for incorporate bodies to ensure they are treated as consumers. Turnover is not static, where the incorporated body is treated as a consumer at onboarding and in the future applies for additional insurance products, should the turnover subsequently exceed €5m, they would no longer be considered a consumer. This would require amendments to systems, processes to update and manage the re-categorisation of these customers as non-consumers.

It may support these firms if the definition of consumer included a balance sheets assets threshold as well as annual turnover to avoid a scenario where very sophisticated venture capital firms with high balance sheet assets of €25m or €50m but little or no revenue (where the VC firms investing in entities that are not generating any profits yet), must be treated as consumers.

If the CBI proceed with this proposal, the changes should also be reflected in other legislation to amend the definition of consumer in other complementary legislation applicable to RFSPs. Alignment is necessary to prevent a lack of uniformity creating unnecessary confusion, inconsistent protection for consumers and unintended consequences. In particular, the protections of the Financial Services and Pensions Ombudsman (FSPO) will continue to extend only to SMEs with a turnover of €3 million or less. In addition, other key sectoral legislation such as the Consumer Insurance Contracts Act 2019, defines consumer by reference to the definition in the FSPO Act. It is noted the Financial Services and Pensions Ombudsman (Amendment) Bill 2023, currently progressing through the Oireachtas, which will amend the FSPO Act 2017, proposes no change to the definition of consumer. It would be helpful if the CBI further outlines the rationale for the change in definition.

Q.20 Do you have any comments on the proposals to apply an explicit opt-in requirement for gadget, travel, dental and pet insurance only?

We support the CBI's proposal for Motor, Home and Health and commend the Bank on taking a pragmatic approach to a complicated issue and taking the time to consider this rather than rush out with rules as part of the Differential Pricing rule changes.

However, we strongly believe it is not in the interest of consumers to introduce an approach to apply an explicit opt-in requirement for Dental and Travel insurance. This will place consumers at risk of significant negative outcomes. A change in approach will create inconsistency across insurance products and will require a shift in consumer behaviour and understanding.

The benefits associated with an automatic opt-in approach for travel and dental insurance outweigh the risks, for example, the potential benefits of an explicit opt-in approach are not outweighed by the risks of life-changing medical costs or lack of cover due to a pre-existing conditions (travel) or reduced cover due to need to reserve waiting periods (dental). As is currently the case, where a product is no longer relevant to a consumer they simply cancel the policy. Consumers can choose not to automatically renew, renewal notices are issued and consumer rights to switch and withdraw ("cooling off") are highlighted to consumers both at policy inception and at renewal.

The proposed change to require explicit opt-in would have detrimental outcomes for consumers and should not be implemented for the following reasons:

Travel Insurance

One of the main reasons for buying travel insurance is to have the protection of the travel insurance policy to meet the cost of emergency medical treatment abroad. Without cover from the travel policy, the cost of medical treatment abroad, particularly outside of the EU, can be significant and medical repatriation unaffordable. In some cases consumers have faced life-changing and potentially bankrupting medical bills. Currently, the cost of medical treatment in regions like the US, Caribbean and Asia is extremely high and continues to rise. An explicit opt-in approach could lead to consumers inadvertently omitting to renew their policies and being without cover at a time of illness or injury abroad when they are in a vulnerable situation and need help.

We believe that the value to consumers of having continuous travel insurance cover far outweighs any perceived risks to same, particularly given that the renewal notice is issued in a timely manner and allows the consumer to opt-out if they so wish. Some travel policies exclude cover for pre-existing medical conditions. If a policy lapses, any health condition which arose during the period of no insurance prior to a new policy being taken out will not be covered. This is a particular risk for older consumers. Consumers on manual renewal are much more likely to miss their renewal and therefore be exposed to risks of not being insured. This leads to situations where consumers purchase insurance after they have booked their holiday and thereby are exposed to the risk of not being covered for cancellations due to changes in health or life circumstances. This can include if a consumer's policy is scheduled for renewal while they are abroad and are unable or unaware of the need to actively select to renew, exposing them to the circumstances noted above.

The potential life-changing medical costs consumers are exposed to, especially when travelling outside the EU poses considerable consumer detriment that outweigh the any perceived risks of a policy automatically renewing. Many travel insurance policies are sold as an enhancement to health insurance cover and changing the auto renewal approach for travel insurance will mean consumers will have to opt-out of auto renewal for health insurance but opt-in for travel insurance, creating an unnecessary inconsistency for consumers with no clear consumer benefit. Many travel insurance policies are now multi-trip, allowing consumers to have peace of mind that insurance is in place for each trip rather than sourcing travel insurance individually to each trip and a consumer could find themselves covered for one holiday and inadvertently presume their cover is in place for another trip,

when that might not be the case if they have to opt in for the automatic renewal of their policy.

It is worth setting out some scenarios that demonstrate the benefit of an automatic renewal for travel insurance:

Scenario 1

A consumer books a holiday in Florida and has a serious accident/becomes seriously ill while there. They have inadvertently omitted to opt in to their annual travel insurance policy renewal. They end up in hospital for three months in Florida at a cost of 250,000 dollars but do not have any cover, leaving them and their family with the additional stress and worry of how to meet the cost of hospital treatment.

Scenario 2

In January, a consumer books a trip for €10,000 to go away in August with their family for a summer vacation, the consumer's travel policy is due for renewal in June. In April, the father becomes ill with cancer, and it becomes unclear as to whether they will be able to make their summer holiday. The policy auto-renews in June, and unfortunately, subsequently, the father is deemed not well enough to make the trip and the family holiday is cancelled. This trip is fully covered by the travel insurance company in this scenario. However, in a scenario where an existing policy was not in place providing continuous cover, when the family did attempt to take out a travel policy which traditionally happens within 3 months of the departure date, no cancellation cover would be offered due to the illness being considered as pre-existing.

Scenario 3

A consumer is attending a wedding in Spain, after booking the trip their mother becomes ill, they are unsure as to whether they should still take the trip or not, in the meantime their policy auto-renews. They decide to attend the wedding but while they are away their mother's condition deteriorates further and she is brought to hospital, the consumer decides to curtail their trip to be with their mother. In this scenario, all unused hotel costs would be reimbursed, along with any additional travel expenses such as the additional return flights where applicable. However, similar to the above scenario, where an existing policy was not in place providing continuous cover, when the person did attempt to take out a travel policy, no curtailment cover would be offered due to the illness of their mother being considered pre-existing.

Dental Insurance

Out-of-pocket costs create significant barriers to accessing oral healthcare leading to dental care being the most frequent type of care for which consumer have unmet needs. Market dynamics and the impact of inflation have led consumers to place higher value on dental cover, irrespective of provider, significantly expanding the market. There should not be any unnecessary barriers that will create unintended consequences in an important and growing market that is vital for the oral and general health of the Irish society.

Dental insurance plans place a heavy focus on regular exams and cleanings to mitigate more extensive and costly care down the line, which are also covered by dental insurance. Continuity of care is a key principle of dental insurance. Similar to health insurance, dental insurance products carry waiting periods of between 3 and 24 months for certain benefits. As with health insurance, the existing opt-out auto renewal process protects consumers from inadvertently allowing cover to lapse due to their inaction or inability to act and resulting in waiting periods reapplying. Unintentional policy lapse can lead to significant consumer risks

including consumers delaying necessary treatment or financial loss, particularly in the case of expensive dental treatments such as orthodontics and the loss of loyalty rewards e.g. increases in annual policy maximum benefit coverage.

Consumers view dental care as healthcare. As such it should be treated the same as health insurance. It would be more consistent for consumers to have dental and health insurance work consistently with opt-out auto renewal. The fact dental insurance may be purchased as a complementary product does not diminish its significance or value to the consumer.

A significant number of consumers have benefits though their employers corporate dental benefit programme(s). The employer selects the dental insurance provider and appropriate products for staff. There would not be any benefit in requiring the consumer to opt in on an annual basis for such products. The requirement to explicitly opt-in for automatic renewal will create unintended consequences and several significant risks for the corporate and individual consumers. This may also frustrate the company or employer that is providing the dental cover for their team as a benefit. It may be counter-productive to their vision which is to enable their staff to improve their oral health.

It would also create several risks for the consumer which may result in unintentional lapses in consumer coverage for dental treatment which is fully funded by their employer. This could lead to the reapplication of waiting periods already served If consumers fail to actively opt in by a specified deadline, the unintended lapse in coverage may result in consumers having waiting periods reapplied when they re-enrol. These waiting periods can be significant for some major treatments.

Opt-in requirements can also disrupt the continuity of care for individuals who rely on consistent dental insurance coverage for ongoing treatments or preventative services and treatment for periodontal disease. Individuals who delay or forego necessary dental treatments or preventative services, can negatively impact their (health and) oral health outcomes and potentially, lead to more complex and costly health and dental issues at a later stage.

For both travel and dental insurance products, consumers can already choose not to automatically renew their travel or dental policies, the non-life renewal regulations gives consumers 20 working days that enables them to opt-out of automatic renewal and even if the policy auto renewals consumers still have cooling off protections which are highlighted to consumers both at policy inception and at renewal. The unintended consequence of the introduction of this opt-in will be counterproductive and result in consumer complaints.

Pet insurance and Gadget insurance

It is worth noting that consumers with pet and gadget insurance also benefit from automatic renewals. Pet insurance operates in a similar way as health insurance. A lapse in cover may impact a consumer getting full cover elsewhere (or with their current insurer) if they had claims on their policy as these would be regarded as pre-existing conditions and excluded from cover in future policies.

Similarly, gadget insurance such as mobile phone cover is usually only available at the time of purchasing a new mobile phone. If the policyholder lapses their cover 1 year in, they may find it difficult to source alternative cover as many programs only offer this cover with a newly purchased device to protection.

Q.21 Do you have any comments on the proposals to introduce an additional renewal notification for non-life insurance products?

We **strongly disagree** with the proposal for an additional pre-renewal notification for non-life insurance products and we question the rationale for this proposal. Information overload up front does not always equate to consumer transparency and may impact the ability of firms to serve consumers efficiently.

In terms of switching contracts, car insurance is one of the highest switched products across insurance and utilities, followed by home insurance, according to a CCPC report from November 2023[2]. The report noted high levels of engagement in the home and car insurance markets, 'with 8 out of 10 home and car insurance consumers engaging with their insurance provider when renewing' and noted that 1 in 4 consumers switch their policies at renewal. According to the Report, home and motor insurance had two of the highest levels satisfaction with the switching process scores, at 63% and 44% respectively. Where health insurance had lower switch volumes, the report concluded this was due to 'an unintended consequence of regulation to improve access', demonstrating the importance of streamlined, meaningful disclosures at the right time.

Given the high levels of switching in insurance markets, we question the benefit to consumers of mandating a pre-renewal notification, particularly noting the cost to firms in delivering this. If we compare to the stand-alone letter mandated through the thematic review on Underinsurance in the Home Insurance Market, that had an estimated cost to the industry of more than €1.5 million.

In order to 'nudge' consumers, however, the Insurance Ireland (II) General Insurance Council supported a media consumer campaign designed to inform consumers about the Underinsurance issue and advise action. II measured the efficacy of the consumer campaign and found that:

- 25% of all adults were aware of the campaign – driven primarily by radio.
- 29% of all adults with home insurance were aware of the campaign.
- Just under 70% of those aware of the campaign were motivated to take action.

We are not aware that the efficacy of the stand-alone letter has been assessed by the CBI. However, it is our strong view from feedback we received that the media campaign was more effective than the stand-alone letter. We suggest that the CBI should consider consumer campaigns in the future in order to increase efficacy of intended outcomes. We understand that this proposal is based on CBI's proposals to improve mortgage switching. Mortgages were not included in the CCPC report, and it is therefore difficult to measure the frequency of mortgage switching against insurance.

Given that the switching level of insurance products is already high, we seriously question the necessity and desired outcome of this proposal. The practical impact of this proposal is to drive consumers to call centres to ask what their premium is, so that they can compare. Insurers will simply not have that information at that time. This will have a negative impact on insurers ability to service consumers for absolutely no benefit to the consumer, at a time when evidence shows that switching is high.

In addition considering the average quote validity period current in general insurance market ranges on average up to 30 days, should customer do engage with a provider to obtain an alternative quote, such quote would be expired by time of renewal and require the customer

[2] Compare and Switch: Understanding consumer behaviour in regulated markets - CCPC Business

to re-engage with other RFSP again to quote for the risk and obtain new price applicable as at date of renewal in order to compare with existing insurers terms.

Q.22 Do you have any comments on the proposed enhanced disclosures for long-term investment products and pensions?

In August 2023, the CBI Consumer Protection Team issued a 'Dear CEO letter' regarding a Thematic Review on the Ongoing Suitability of Long-Term Life Assurance Products[3]. This set out a number of expectations on life firms in terms of periodic assessments and ongoing suitability. There are a number of conflicts between the letter and the proposals in the CP158 and the associated draft Regulations – please see Appendix 1 for details. The Regulation needs to be clarified as to what exactly the CBI expectations from life firms are.

The proposals set out that a periodic suitability assessment will be provided. This cannot be done without the engagement of the consumer and therefore cannot be a binary requirement. Therefore, amendments are required to the draft regulation and the proposal should reflect that the assessment can be 'offered', should the consumer then choose to engage.

Additionally, the warning statement under Regulation 374 sets out that due to the long-term nature of the product, it is important to ensure it remains suitable and recommends that the consumer should engage with financial advisor on a regular basis to ensure its suitability. However, this warning doesn't apply to Insurance Based Investment Products and again, contradicts the 'Dear CEO Letter'.

As noted above regarding warning statements, we fear that the stark wording of the warning will result in consumer distrust of investment products. At a time where there is a joined-up effort across the EU through the EU Retail Investment Strategy and the Capital Markets Union to stimulate engagement in capital markets, it seems anomalous to engage in 'scaremongering'. The Retail Investment Strategy aims at a coherent approach to empower consumers to take financial decisions and benefit from the internal market and to address the challenge of low capital market participation in the EU. The level of retail investor participation in EU capital markets remains very low compared to other economies, despite high individual savings rates in Europe. This means that consumers may currently not fully benefit from the investment opportunities offered by capital markets. While holding savings in cash/savings accounts could be perceived as lower risk, this does not mean 'no risk', particularly in terms of inflationary impacts.

In addition, there are other proposed changes to the annual statement for investment products which are set out in Regulation 379 which are likely to have potentially significant IT and systems implications for providers and, as a result, further engagement is required to understand what the Central Bank is seeking to achieve since the changes were not called out in the consultation.

For example, the new requirement to show the aggregate amount of any fees and charges deduced as a monetary amount is not aligned with similar existing provisions under Regulation 41 and 42 of the European Union (Insurance Distribution) Regulations 2018 which our members are already obliged to comply with and we do not understand why is driving the lack of alignment.

The new requirement at provision 379(2) to show projected premiums required to maintain existing protection benefits from the date of the statement until the ages of 55, 65, 75 and 85 is not technically feasible or helpful in circumstances where a premium amount might be

[3] Dear CEO - Thematic Review on the Ongoing Suitability of Long-Term Life Assurance Products (centralbank.ie)

forecasted some 20 years into the future, and it may have been helpful if the Central Bank had sought information on such a provision. We would also contend that there are sufficient information safeguards for such policies now without the need for further regulation.

Q.23 Do you have any comments on the proposed revised requirements for handling of errors or complaints?

In addition to the proposed revised requirements for handling errors and complaints there are a number of material changes in the consultation to the timelines which insurance firms must meet in dealing with consumers. These do not appear to have been included in the mapping tool nor in the consultation paper.

We note that the proposals regarding complaint handling relate to consumer customers/policyholders only. We do not agree with the proposal for an immediate acknowledgement for complaints received electronically. This is not as simple as an automatic response as this would require a dedicated mailbox for complaints and stipulating that all complaints have to be sent to this mailbox. This is incongruence to the spirit of the requirements which allow customers to submit a complaint through whatever means they see fit. In turn, this would drive higher complaints volumes as the firm could not have an opportunity to resolve an issue before it becomes a complaint. Even with a dedicated complaints mailbox, this would place a burden on the customer to correctly select the complaints mailbox, any complaints submitted to a general mailbox could not receive a content specific immediate response. In order to ensure compliance, this would require instantaneous review of all emails to identify the subjective wording of a complaint. This requirement is not implementable for industry.

We disagree with the new requirement of a three-day timeline to acknowledge instructions under Regulation 123, particularly given the requirement to refer to the specific instruction given. This is operationally unrealistic and would require significant costs to implement the required internal reporting and controls, with little foreseeable benefit to consumers. We would seriously question the value add to consumers having specific instructions **receipted**, to then await another response once instructions are **effected**. It also involves additional paper-based communications which would be contrary to many firms' commitment to actioning climate change and a more sustainable environment.

Although not part of the question, the change to claims handling timelines have a very material impact on insurance firms. The timeline has been halved from the current ten business days to five working days. This is a material change that was not called out in the consultation paper and the mapping tool and will have an associated cost to firms and consumers and therefore it is unclear why the Central Bank felt such a significant change was necessary. There is little rationale that halving the timeline to update consumers provides any more significant benefit for the added regulatory burden. We suggest keeping the current timeline of ten business days which is realistic and practical. Claims workloads can vary unpredictably, e.g. due to severe weather events, and the existing ten business days caters for that.

Q.24 Do you have any comments on the proposed changes to the record keeping requirements?

The removal of a six-year timeline within Regulation 117 for retention of data for evidencing compliance with the Code is concerning. Regulation 119 refers to a six-year retention period for consumer transaction data, which would be needed to support evidencing compliance with the Code. However, the removal of the time period in Regulation 117 removes the ability of firms to use this data to evidence their general compliance with the Regulations and this is essential to demonstrate how/why firms are retaining the data. It is also important for

our obligations under GDPR that we can inform consumers about the legal basis for retaining the data.

From our discussions with the Data Protection Commission, we understand that the Commission is concerned about data retention for purposes other than what is explicitly stated in the Code; therefore, firms rely on the explicit time period to be able to retain the consumer data that is necessary for demonstrating compliance with the Regulations. One of the main reasons that insurers retain quotation date for period of 12 months is to safeguard against fraud. The requirement under Regulation 119(3) for the consumer to request that the record referred to in Regulation 119(2) is no longer retained by the firm, needs to be reconsidered. This could open RFSPs to subsequent fraudulent application where unable to verify information has changed in order to ensure a quote or better terms from previous recent version of application submitted.

Regulation 119 allows for this retention of consumer transaction data, and we strongly suggest that both Regulations 117 and 119 are aligned. These proposed changes also need to be considered in the context of IAF/SEAR where there is a requirement to retain data for 10 years for the purpose of evidencing compliance with that regime which includes accountabilities in relation to consumer protection matters.

Q.25 Do you have any views on our analysis of the overall benefits associated with the proposals set out in this consultation paper?

See our response to question 26.

Q. 26 Do you have any views on our analysis of the costs associated with the implementation of the proposals set out in this consultation paper?

We broadly agree with the proposed benefits as set out in the consultation. It is timely to have an updated Consumer Protection Code and it is necessary to ensure that Regulation keeps pace with technology developments and evolving consumer demands. Unfortunately, due to the materiality of the changes made through Annex 4 updates, we believe that many of these Regulations will not bring the desirable benefits to the consumer as compliance with the Regulations, in many instances, will bring poorer consumer outcomes for the cost of updating financial firms' systems and procedures will ultimately be borne by the consumer with little benefit in return.

These material changes, as they were not signalled in the mapping tool or the consultation paper, are unlikely to have been considered as part of the cost-benefit analysis and therefore this should be redone as part of the Feedback Statement. Section 49(c) and Section 50 of the Central Bank (Supervision and Enforcement) Act 2013 in circumstances require that a full cost-benefit analysis of all the changes should have been carried through a meaningful engagement with industry and other stakeholders on all of the proposed changes to assess whether even subtle changes may have unintended cost consequences.

In addition, due to the short consultation timeframe and having regard to the fact that not all changes, were called out in the mapping tool or the consultation paper, requiring line by line review of firms, the extent of the changes and the short timeframe provided has not allowed for a cost-benefit analysis of the totality of the changes to providers. It is clear that the proposals will require review of changes to customer journey and workflow, change to all existing customer documentation at new business and renewal for all products and lines of business, introduction of additional customer touchpoints and communications with cost of the same, changes to how and when insurers will engage with customers, with information to be obtained or provided. Such significant volume of change will require review of all process, procedures currently in place to ensure compliance with existing code, large scale training

programme, particularly customer-facing staff to ensure they are effectively informed and prepared in respect of changes and subsequently review and enhancements to quality assurance and internal control frameworks.

We note that the full costs and benefits of the changes have not been set out in the consultation paper, particularly considering the lack of recognition of the materiality of the changes in Annex 4 of the paper. Therefore, a more robust impact analysis should be conducted in advance of the feedback statement, in conjunction with the financial industry, setting out specific costs associated with proposals.

The Bank should consider conducting an impact assessment on the proposed regulations. There will be a direct cost (both upfront and ongoing) to firms with certain proposals, such as those relating to disclosures, and this does not appear to have been accounted for in the analysis provided in the consultation paper.

Q.27 What are your views on the proposal for a 12-month implementation period? Should some proposals be implemented sooner?

The proposed changes aim to increase consumer protection in financial services, and it is important that this is achieved. It is vital that a pragmatic timeline for implementation should therefore be considered. Looking at the changes required to systems from the proposed rule changes in Annex 4, we do not believe that these changes have been included in the consideration of the proposed implementation period of 12 months.

Given the magnitude of the changes, we strongly suggest that a period of at least three months following the publication of the Feedback Statement, prior to the start of any implementation period. This will allow firms to consider how the changes will affect their firms and consumers, and allow a firm-wide schedule for changes rather than this activity taking place when the 12-month period has already commenced. This is imperative given the other regulatory and legislative changes that will be happening over 2025.

We recognise that not all changes will require in excess of a 12 months period and a phased approach to implementation should be considered to reduce the risk of consumer detriment and potential unintended consequences resulting from the proposed changes. We would be pleased to engage with the Bank further on specific areas outlined in our response. We would suggest, as was the approach taken with IAF/SEAR and considering the breath of the proposed changes, that a phased approach to implementation be adopted whereby the Business Regulation come into force in the first instance followed by elements of the General Regulations.

Conclusion

Overall, the specific and material changes introduced in Annex 4 cause much concern for the insurance sector. The volume and materiality of the changes is much higher than implied under the consultation and in particular, the cost-benefit analysis, and this affects the proposed implementation period.

We look forward to continuing our bilateral engagement with the Consumer Protection policy team and appreciate the excellent engagement to date.

ENDS

Regulation #	Regulation	Issue	Previous Iteration	Recommendation
		The definition of 'financial service' includes both, a product and service – however, this is not used consistently in the text of the Regulations	N/A	
		Lack of complete reference to existing legislation		Use the full name of the different Acts, Statutory Instruments, etc. as is currently in the existing CPC, and not as proposed in the draft Regulations, e.g. Insurance Distribution Regulations
"Durable Medium"	Durable medium appears in 87 separate regulations Regs 17,18,23,29,30,48,53,61,62,64,68, 69,71,72,94,95,96,97,107,123,124,125,137,140,141,142,146,148,149,150,169,172,174,178, 182,185,187,188, 189,190,192,194,206,215,216,243,246,248,249,251,255,256,257,259, 262, 264,269,273,274,275,276,277,289,290,297,301,304,306,307,326,327 ,330,333,337,344,347, 355,357,358,361,362,364,367,368,370,374,379	"durable medium" is defined in the regulations as meaning any instrument that enables a recipient to store information addressed personally to the recipient in a way that renders it accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored. Regulated entities should be cognisant of the requirement for the unchanged reproduction of the information stored. Email can only be considered a durable medium where it fulfils this requirement. Confusion over what qualifies as a durable medium. Do texts, emails etc, videos personalised for the consumer for example. This risks over disclosure by paper/PDF when a text/email would not only be more effective and efficient, but also more climate friendly in reducing paper.	N/A	We suggest that the CBI provide some guidance/examples from supervisory activity on what can be considered a durable medium and what is not considered a durable medium
"On paper or another durable medium"	The requirement for something to be on paper or another durable medium appears in 83 separate regulations Regs 17, 18, 23, 29, 30, 48, 53, 61, 62, 64, 68, 69, 71, 72, 94, 95, 96, 97, 107, 123, 124, 125, 137, 140, 141, 142, 146, 148, 149, 150, 169, 172, 174, 178, 185, 187, 188, 189, 190, 192, 194, 215, 243, 246, 248, 249, 251, 255, 256, 257, 259, 262, 264, 273, 274, 275, 276, 277, 289, 290, 297, 301, 304, 306, 307, 326, 327, 330, 333, 337, 344, 347, 355, 357, 358, 361, 362, 364, 367, 368, 370, 374, 379	It is submitted that a large amount of the regulations include both 'paper or another durable medium' rather than simply 'durable medium' which would include paper. This goes against the digitalisation of the code.	N/A	Suggest the removal of "paper" to remove any potential ambiguity
"Written Consent"	The requirement to obtain written consent appears in 12 separate regulations Regs 35, 110, 111, 112, 117, 219, 230, 272, 283, 295, 303, 351, 359	The amount of written consents required throughout the proposed code goes against the digitalisation of the code. The revised code should be clearly technology neutral.	N/A	Suggested that the CBI move away from written consent solely, and allow for alternative forms of consent to be acceptable, inline with consumer expectation.
"Average Consumer"	"average consumer" appears in: Reg 29(2)(b) - The disclosure referred to in paragraph (1) shall - (a) describe the nature and amount of the fee, commission or other remuneration, (b) be comprehensive, accurate and easily understood by the average consumer, ... Reg 66 - A regulated financial service provider shall, at all times, ensure that all information it provides to consumers is drafted and presented in a way that an average consumer who considers the information can be expected to have a reasonable level of understanding to appreciate the decisions that they make and to which the information relates.	It is unclear what the CBI mean by average consumer and what they expect from RFSPs. The Code should use a definition that is already in use across EU and under other legislation (Consumer Insurance Contracts Act) in order to align the activity.	N/A	Use the definition of 'Average Consumer' in CICA: “average consumer” has the meaning given to it by Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 20051 concerning unfair business-to consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council [*the average consumer, who is reasonably well-informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors, as interpreted by the Court of Justice, but also contains provisions aimed at preventing the exploitation of consumers whose characteristics make them particularly vulnerable to unfair commercial practices]*
Warning Statements	Warning statements appear in 29 separate regulations. Regulations 91, 136(3), 139, 145, 154, 155, 156, 159, 170, 177, 189(3), 195(1)-(6), 207, 209(b), 217(1), 290(3), 301(5), 338(2), 372, 374(4), 375(a)-(d), 379(4), 382, 383, 384, 386, 389, 392, 394, 396.	Concerns raised around how the increased number of warning statements/notices, along with pause statements and cooling off periods, will effect a consumer being able to efficiently complete a transaction. Too many warning notices will disengage the customer and make them disregard when they should pay attention, to the most pertinent information.	N/A	Constant warning statements can have an adverse effect and may result in customers becoming irritated or ignoring communications, and/or building mistrust. Warning statements are not a one size-fits-all situation and not all the suggested warning statements can work in every situation across the industry. At the very least - different product lines should have specific or tailored wordings. In many occasions the rule for straightforward annually renewable general insurance products should not be the same as for complex life pensions and investment products.
"Advertisements"	advertisement' appears in 52 regulations. Regulations 47, 73, 75, 76, 77, 78, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 151, 152, 153, 154, 155, 156, 157, 158, 159, 195, 201, 210, 217, 381, 382, 383, 384, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401.	Advertisement is discussed in several regulations, however, what constitutes an advertisement is open to a wide-ranging interpretation.	**Consumer Protection Code 2012** **Chapter 12** "advertisement" means any commercial communication in respect of a regulated entity, which is addressed to the consumer public or a section of it, the purpose being to advertise a regulated activity or a regulated entity excluding name plaques, sponsorship material and a prospectus drawn up in accordance with the Prospectus Directive (2003)/71/EC)	Recommended that what the Central Bank refers to as an advertisement is clearly set out/defined, as it if under the present code under Chapter 12 Definitions.
"Working day"	Proposed definition of 'working day' is any day except Saturday, Sunday or public holiday.	Working day from business day, consider that businesses particular in financial services do not open on certain days which are not official public holidays. E.g. good Friday. Are these intended to be counted as working days?	**Consumer Protection Code 2012** "business day" means any day except Saturday, Sunday, bank holidays and public holidays	Recommended that definition is extended to include working or business days and exclude non-working days
"Investment products"	"investment product" means: (a) an "investment instrument" within the meaning of section 2 of the Investment Intermediaries Act 1995, and (b) an insurance product which offers a maturity or surrender value and where that maturity or surrender value is wholly or partially exposed, directly or indirectly, to market fluctuations but does not include - (i) non-life insurance products as listed in Annex 1 to Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009, and (ii) life insurance contracts where the benefits under the contract are payable only on death or in respect of incapacity due to injury, sickness or infirmity;	The definition of "investment products" in the Conduct of Business Regulations differs from insurance based investment products (IBIPs) in the European Union (Insurance Distribution) Regulations 2018 (IDR)	**European Union (Insurance Distribution) Regulations 2018** "insurance-based investment product" means an insurance product which offers a maturity or surrender value, where that maturity or surrender value is wholly or partially exposed, directly or indirectly, to market fluctuations, and does not include the following: (a) non-life insurance products as listed in Annex 1 to Directive 2009/138/EC (Classes of non-life insurances); (b) life insurance contracts where the benefits under the contract are payable only on death or in respect of incapacity due to injury, sickness or disability; (c) pension products which, under national law, are recognised as having the primary purpose of providing the investor with an income in retirement, and which entitle the investor to certain benefits; (d) officially recognised occupational pension schemes falling under the scope of - (i) Directive 2003/41/EC of the European Parliament and of the Council of 3 June 2003, or (ii) Directive 2009/138/EC, or (e) individual pension products for which a financial contribution from the employer s required by national law and where the employer or the employee has no choice as to the pension product or provider.	We suggest that the definition of 'investment products' should align with the IDR definition.

Reg 15(3)(e)	**Suitability - Information to be gathered** (1) A regulated financial service provider shall gather and keep a record of sufficient information from a consumer in accordance with this Regulation prior to offering, recommending, arranging or providing a financial service appropriate to that consumer. (2) For the purposes of paragraph (1), the regulated financial service provider shall gather information that is - (a) appropriate to the nature and complexity of the financial service sought by the consumer, and (b) sufficient to provide a professional service to the consumer. (3) The information referred to in paragraphs (1) and (2) shall include information on the consumer's - ... (e) any sustainability preferences with regard to the financial service.	We note some inconsistencies in the proposed regulations on how sustainability preferences are considered in the suitability assessment. For example – under Regulation 15 firms should collect information on any sustainability preferences that consumers might have with regard to the financial service. However, no further guidance is provided on how firms should implement this requirement. At the same time, the draft Regulations require firms to assess the suitability of products based on the information gathered from the consumers but excluding the stated sustainability preferences. It is unclear how the suitability statement under Reg 17(5) should identify where a financial service set out in the statement of suitability meets any sustainability preferences gathered from the consumer in accordance with Regulation 16 when Regulation 16, which is in relation to assessing and ensuring suitability, excludes consideration of sustainability preferences. The Commission Delegated Regulation (EU) 2021/1257 amending the Delegated Regulations (EU) 2017/2358 and (EU) 2017/2359 as regards the integration of sustainability factors, risks and preferences into product oversight and governance requirements for insurance undertakings and insurance distributors and into the rules on conduct of business and investment advice for insurance- based investment products (IBIPs), in accordance with its title, applies to IBIPs. – However, there is no reference to these requirements in the draft Regulations. In addition, it is unclear which financial service providers will be in scope of the proposed new sustainability preferences requirements.	**Consumer Protection Code 2012** **5.1** A regulated entity must gather and record sufficient information from the consumer prior to offering, recommending, arranging or providing a product or service appropriate to that consumer. The level of information gathered should be appropriate to the nature and complexity of the product or service being sought by the consumer, but must be to a level that allows the regulated entity to provide a professional service and must include details of the consumer's: a) needs and objectives including, where relevant: i) the length of time for which the consumer wishes to hold a product, ii) need for access to funds (including emergency funds), iii) need for accumulation of funds. b) personal circumstances including, where relevant: i) age, ii) health, iii) knowledge and experience of financial products, iv) dependents, v) employment status, vi) known future changes to his/her circumstances. c) Financial situation including, where relevant: i) income, ii) savings, iii) financial products and other assets, iv) debts and financial commitments. d) where relevant, attitude to risk, in particular, the importance of capital security to the consumer.	Clarity is needed on the requirements related to the sustainability preferences in the context of the suitability assessment.
Reg 15(9)	**Suitability - Information to be gathered** Prior to offering, recommending, arranging or providing a further financial service to the consumer, a regulated financial service provider shall - (a) seek confirmation of whether there are any material changes to the information gathered from a consumer pursuant to paragraphs (1) to (8), (b) gather information on any such material changes, and (c) keep a record of any such material changes. B11:C11	This is a subtle wording change but one that will have a big impact. The current requirement is that if a material change was to occur, the insurer got an update and this would be dealt with at the renewal stage. This proposed requirement appears to be a more affirmative obligation and would require insurers to have the consumer take an action at renewal to confirm that there have been no material changes. Rule already exists in this respect - CICA 14(4) and the use of Statemen of Fact provided at renewal of General Insurance products. The consumer shall be under a duty to respond honestly and with reasonable care, (which has the same meaning as in section 8), to any requests by the insurer at the renewal of the contract of insurance and, if the consumer does not provide any new information in response to the insurer's request and where the consumer continues to pay the renewal premium, it shall be presumed that the information previously provided has not altered.	**Consumer Protection Code 2012** **5.3** A regulated entity must gather and maintain a record of details of any material changes to a consumer's circumstances prior to offering, recommending, arranging or providing a subsequent product or service to the consumer. Where there is no material change, this must be noted on a consumer's records.	**Suggested Update** Suitability - Information to be gathered Prior to offering, recommending, arranging or providing a further financial service to the consumer, a regulated financial service provider shall - (a) gather and maintain a record of details of any material changes to a consumer's circumstances b) Where there is no material change, this must be noted on a consumer's records Additionally, it is recommended that "further financial service" should be defined in order to add clarity.
Reg 16(2)(a)	**Assessing and ensuring suitability** (1) A regulated financial service provider shall assess the suitability of a financial service for a consumer in accordance with this Regulation. (2) When assessing the suitability of a financial service for a consumer, the regulated financial service provider shall assess and document whether, on the basis of the information gathered in accordance with Regulation 15(1) to (10), excluding information on sustainability preferences with regard to the financial service - (a) the financial service meets that consumer's needs and objectives and whether there is a more suitable financial service available, ...	This provision requires an assessment as to whether "the financial service meets that consumer's needs and objectives and whether there is a more suitable financial service available".	**Consumer Protection Code 2012** **5.16** When assessing the suitability of a product or service for a consumer, the regulated entity must, at a minimum, consider and document whether, on the basis of the information gathered under Provision 5.1 and 5.3: a) the product or service meets that consumer's needs and objectives; b) the consumer: i) is likely to be able to meet the financial commitment associated with the product on an ongoing basis; ii) is financially able to bear any risks attaching to the product or service; c) in the case of credit products, a personal consumer has the ability to repay the debt in the manner required under the credit agreement, on the basis of the outcome of the assessment of affordability; and, d) the product or service is consistent with the consumer's attitude to risk.	This is an incredibly wide burden and could require a regulatory entity to consider whether alternative services are available from products that the entity is unable to provide advice on or indeed available from a different jurisdiction - e.g. is Crypto currency a more suitable financial service for a consumer seeking large risk/returns and does the Bank expect that an advisor may have to recommend such an asset.
Reg 34(1)-(3)	**Consumer in vulnerable circumstances - training requirements** (1) A regulated financial service provider shall ensure that the persons specified in paragraph (2) receive appropriate training in relation to vulnerable circumstances with the objective that the persons specified in paragraph (2) have - (a) the knowledge and awareness to understand and recognise consumers in vulnerable circumstances, and how the regulated financial service provider and persons acting on behalf of the regulated financial service provider can respond to the needs of those consumers, and (b) knowledge and awareness of the policies, procedures, systems and controls within the regulated financial service provider for responding to the needs of consumers in vulnerable circumstances. (2) The persons referred to in paragraph (1) are persons performing the following functions on behalf of the regulated financial service provider: (a) consumer-facing functions in respect of consumers that are natural persons; (b) functions concerned in the design and development of financial services for consumers that are natural persons; (c) functions concerned in the sale or marketing of financial services to consumers that are natural persons; (d) functions involving the oversight of and responsibility for persons performing any of the functions referred to in subparagraphs (a), (b) and (c); (e) any other function in respect of which the person performing the function may have cause to deal with consumers in vulnerable circumstances at any time. (3) A regulated financial service provider shall - (a) identify all persons that may require training with respect to vulnerable circumstances in accordance with paragraph (2), and (b) ensure that those persons identified to receive training on vulnerable circumstances receive and complete the necessary training.	Training of staff in relation to customers in vulnerable circumstances is important, and something our members are acutely aware of and already undertake. Focused training is more favoured than insurers having to build specific system changes to record all the necessary information.	New Regulation. Below is the only prevision in relation to vulnerable consumers in the 2012 Code. **Consumer Protection Code 2012** **3.1** Where a registered entity has identified that a personal consumer is a vulnerable consumer, the regulated entity must ensure that the vulnerable consumer is provided with such reasonable arrangements and/or assistance that may be necessary to facilitate him or her in his or her dealings with the regulated entity.	Agree with the proposal and further examples of supervisory activity would be welcomed - e.g., good/poor practice.
Reg 35(1)	**Trusted Contact Person** (1) A regulated financial service provider 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 financial service provider may contact in circumstances where (a) the regulated financial service provider has a concern about possible financial abuse of the personal consumer, (b) the regulated financial service provider needs to confirm the specifics of - (i) the consumer's current contact information, (ii) the consumer's health status, or (iii) the identity of any appointed legal guardian, executor, trustee, holder of a power of attorney, co-decision maker, decision-making assistant, designated healthcare representative, or decision-making representative, or (c) the regulated financial service provider experiences difficulties in communicating with the consumer. ... (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 financial service provider, and is not a legal representative for the purposes of these Regulations, solely on account of having been recorded or contacted by the regulated financial service provider as a trusted contact person.	In relation to the role of trusted contact person, many insurers already have functionality for this and the changes here may limit how well the company can support the consumer. There are concerns on how the Assisted Decision Making (Capacity) Act (ADMA) is overlapping with the new definitions in relation to a trusted contact person. It is important to note that many fraud cases are attempted by individuals in a position of trust with the customer and it is unclear what is expected of the RFSPs in these situations. The request to obtain consent from a vulnerable customer may be potentially upsetting/inappropriate for the customer leading to a poor customer experience. There are also concerns around how firms are supposed to record a trusted contract person, how long a trusted contact person should remain on the system, and when and how this information should be removed from the system. It is unclear if there is a review period or ongoing engagement required to ensure that the trusted contract person information is up to date. Additionally, these proposals will require administrative resources and engagement in respect of individuals who are not policyholders or consumers of the RFSP.	New Regulation	we would be keen to get a greater understanding on the the rationale behind a trusted contact, in particular, the individual appointed as trusted contact person does not have the authority to make decision in relation to the policy. These proposals are likely to cause a barrier to existing practice, which works well. Safeguards would be needed. The role of the 'trusted contact person' is potentially subject to abuse (coercive control). Greater clarity is required to define responsibilities including how consent might be obtained and withdrawn.

Reg 37	**Customers in Vulnerable Circumstances - Recording Information** (1) Where a regulated financial service provider has been informed by a personal consumer of circumstances or facts that suggest that the consumer may be a consumer in vulnerable circumstances, the regulated financial service provider shall, with the consent of the consumer, record that information. (2) Prior to recording the information referred to in paragraph (1), the regulated financial service provider shall inform the consumer that the information will be recorded by the regulated financial service provider to assist the regulated financial service provider in dealing with the consumer if, and only if, the consumer consents to the recording of the information. (3) With regard to the information provided by a consumer to a regulated financial service provider, as referred to in paragraph (1), the regulated financial service provider shall ensure that its systems and processes can support - (a) the recording of such information, and (b) the accessing, in appropriate circumstances connected with the provision of financial services to the consumer, of such information by employees of the regulated financial service provider.	The main concerns are around how firms are supposed to record vulnerability, how long this information is to be retained on the systems, how to assess when the vulnerability status should be removed, and how to remove this. It is unclear yet if these requirements are in line with GDPR. Further clarification is needed from the DPC. There are concerns around asking the consumer for consent to record a vulnerability and how in turn is this vulnerability removed. Additionally, how do you get consent through the broker channel? Most firms already go beyond what is required in the current code and the additional protections for consumers in vulnerable circumstances are welcomed, but the concerns are around capturing the consent. While the principle is sound there are many practical and operational difficult in respect of consent. Generally speaking sometimes the individuals who are most vulnerable do no consider themselves as so and would be quite annoyed and likely result in complaints in relation to the suggestion. Where a consumer does not consent to be recorded, but the firm does have concerns around vulnerability how can this be recorded on file so it is clear for staff in subsequent engagement that consumer is in vulnerable circumstances and the nature of same so appropriate assistance can be provided. Indeed if the nature of vulnerability is not recorded, subsequent staff member may through training, identify such vulnerability and seek permission to record same, thereby subjecting the customer to the same line of questioning which we understand from CBI presentation was the exact issue they were hoping to avoid. If the consumer does not consent to the record, how can RFSP demonstrated that they have complied with other requirements of the code in respect of customers in vulnerable circumstances. Where consent is required to record details of the information, consent surely must be required to remove or advise no longer required, therefore how can this be completed in practice.	New Regulation	We do not agree with the requirement to gain consent of the individual in order to give additional support. It also leads to more requirements under GDPR in order to manage the consents over time, which does not fit well with the fluidity of vulnerable circumstances nor does it adequately support the consumer by needing to contact them more frequently to manage the process. Suggest it is removed and managed under the governance and training requirements.
Reg 43	**Pause Statement** (1) Where a consumer requests a financial service from a regulated financial service provider by means of a digital platform, the regulated financial service provider shall, prior to agreeing to provide the financial service, provide the consumer with a warning, displayed prominently, in the following format: "You are about to enter into a contract for financial services. Think carefully about whether this financial service is right for you." (2) A regulated financial service provider shall not agree to provide the financial service until the consumer has acknowledged the warning.	Having a pause statement and a reminder of the cooling off period is excessive. It goes against the consumers preferences and makes the journey to buying a product even longer. Currently the wording could place doubt in the consumers' minds that the RFSP is acting in a negative manner. This would also be costly to implement and would therefore affect consumers premiums. Additionally, this is an extra requirement for digital consumers that does not exist for non-digital consumers. Data from members shows that the cancellation rate of something buying over the phone versus online during the cooling period is broadly similar. In introducing this pause statement, consideration should be given to existing ones already incorporated in the sales processes for products. This is particularly relevant for advised products which incorporate a needs assessment and suitability analysis. The effectiveness of the pause statement should be tested with a wide range of consumers prior to implementation – from our members experience there is no indication that increased digitalisation in financial services leads to poorer consumer outcomes. It is possible that the introduction of this requirement may just frustrate the consumer but still not make them consume all the small print. This is typical user behaviour (online & offline) across any category, not just financial services and adding the pause statement may not necessarily change behaviour. It could be argued that a better approach would be to provide clear and concise information that is easily accessible and understandable, rather than relying on speedbumps to force consumers to read the volumes of disclosures.	New regulation	We strongly suggest that the pause statement is removed from the regulations.
Reg 44(1)	**Notification to be provided of withdrawal of access to systems** 44. (1) Where a regulated financial service provider provides information pursuant to a requirement of these Regulations, which is addressed to a consumer but provided only by means of systems to which the consumer must be given access by the regulated financial service provider in order to be provided with the relevant information, the regulated financial service provider shall notify the consumer at least 15 working days in advance of any withdrawal of access to those systems or to the information concerned.	It is unclear whether this is intended to refer where access is removed entirely or in respect of temporary down time for example to complete system upgrades. In case of the latter the timeline and requirements are onerous in respect of down time of may only a couple of hours.	N/A	Wording of the provision to be updated from any withdrawal of access to permanent withdrawal of access to system.
Reg 45	**Cooling Off Period** A regulated financial service provider that has provided a financial service to a consumer by means of a digital platform, to which a right of withdrawal (a 'cooling off' period applies, shall contact consumer at least 3 working days, but no more than 7 working days, prior to the expiry of the withdrawal period, to remind the consumer of the consumer's right of withdrawal, the date on which this right expires, and how the consumer can exercise this right.	Firms already have to inform customers on a number of occasions of their right to cancel. The new DMD has certain requirements around the cooling off period. DMD timelines are in calendar days and proposed code is in working days. Inconsistencies in requirements and unclear why the days are different. Numerous notifications will simply overwhelm consumers. * By mandating increasing numbers of disclosures and repeating already disclosed information will simply lead to consumers ignoring communications as they are getting repetitive information (e.g. Reg 45 sending a stand-alone reminder regarding cooling off period 3-7 days prior to the expiry of the cooling off period when the consumer was informed of this right at point of sale 3 days before). If there is little benefit to the consumer, we would question the necessity of these proposals. * Insurance firms are already subject to the Consumer Insurance Contracts Act, which requires mandated information to be shared with consumers. The introduction of this provision is excessive and unnecessary as customer cooling off periods are already provided to consumers with in existing pre-contractual documentation. In addition this requirement will introduce further unnecessary customer information and communication. The existing cooling off process, including pre sale notification of the cooling off period, which is then reinforced in the policy pack sent out to the policyholder, in our view works effectively. There would be an additional cost in providing a third notification of the same thing. The requirement is silent on whether the notification can be provided electronically or needs to be sent by post. In either event we would need to develop systems capability to generate an additional communication which would involve a once off development cost and ongoing costs also.	New regulation	Both the Pause Statement and the additional notification about cooling off period aim to achieve the same outcome in allowing the consumer to cancel or not purchase the policy. We do not agree that both these initiatives are needed, particularly given that the customer will have been given details of the cooling off period 3-5 days previously.

Reg 63(1)-(3)	**Information on relevant Ombudsman and alternative dispute resolution service to be provided** 63. (1) Prior to entering into a contract with a consumer, a regulated financial service provider shall inform the consumer of the relevant Ombudsman, and, if applicable, any alternative dispute resolution service, other than the relevant Ombudsman, that will deal with a complaint in the event that the consumer does not accept the decision of the regulated financial service provider's complaints process. (2) Paragraph (1) does not apply to the extent that, prior to entering into a contract with a consumer, the regulated financial service provider is required to inform the consumer, in compliance with any applicable law, of the relevant Ombudsman or alternative dispute resolution service, including an ADR entity or out-of-court complaints and redress. (3) For the purposes of this Regulation, "ADR entity" has the meaning given to it in Directive 2013/11/EU of the European Parliament and of the Council of 21 May 20138.	Provision 54(K) requires that summary of complaints procedures is provided to consumer as part of TOB which must be in line with Provision 53 be provide a copy on paper or on another durable medium to each consumer to whom it provides financial services, prior to providing the first service to that consumer. all complaints procedure would reference the relevant ombudsman and where such a right exists to refer to same. the existence of ombudsman or alternative dispute resolution service, which will apply to all RFSPs is will not be determining factor in terms of whether a consumer decides to proceed with a financial service or which firm to use. Accordingly we would question the value to the customer of this information being disclosed prior to the entering into a contract. Rather the likes of this additional requirement is likely to lead to information overload, frustrate and elongate the quotation process in respect of the volume of regulatory information that must be disclosed.	N/A	The Bank reconsider this requirement in particular the value for customer of this information being disclosed pre contract when it would not assist in determining whether the financial services is right for them. This information is in any event already disclosed in TOB which must be provided to the customer prior to the first service.
Reg 64(1)-(2)	**Revised terms of business to be provided** 64. (1) Where a regulated financial service provider makes a material change to its terms of business, it shall provide each affected consumer with- (a) the revised terms of business, and (b) a notice which sets out particulars of the changes made, together with relevant details of the position prior to such changes, in order that the consumer can compare the position before and after those changes. (2) The information required to be provided pursuant to paragraph (1) shall be provided by the regulated financial service provider on paper or on another durable medium, at least 5 working days prior to the date on which the change takes effect.	Under existing requirement TOB must be issued as soon as possible. In practice, while insurers would generally afford the consumer benefit of any terms any changes that negatively impact the customer would not be introduced or take effect until after consumer has agreed to renewal of policy and enter into a new contract in respect of terms and conditions which include the RFSP terms of business. Accordingly the effective date of the TOB for each customers will be determined by renewal date. Change in wording suggests that TOB must be issued within 5 days of the TOB taking effect generally. This could result in the consumer having to accept changes that they have not agreed to mid term amending the overall contract of the policy. In addition would result in additional cost to issue TOB along with a notice to all customers of the RFSP outside of normal engagement cycle.	**Consumer Protection Code 2012** **6.1** Where a regulated entity makes a material change to its terms of business, it must provide each affected consumer with a revised terms of business as soon as possible.	Recommend that final iteration of the regulation is amended to state that where the consumer of the RFSP, material changes to TOB must be provided on paper or on another durable medium at least 5 working days prior to the date on which the change takes effect for that consumer.
Reg 68	**Written breakdown of charges to be provided** (1) Prior to providing a financial service to a consumer, a regulated financial service provider 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 financial service provider providing MiFID Article 3 services.	A breakdown of all charges must be provided to consumers in advance of providing the product/service. There is no longer an exception where charges cannot be ascertained in advance.	**Consumer Protection Code 2012** **4.54** Prior to providing a product or service to a consumer, a regulated entity must: a) provide the consumer, on paper or on another durable medium, with a breakdown of all charges, including third party charges, which will be passed on to the consumer; and b) where such charges cannot be ascertained in advance, notify the consumer that such charges will be levied as part of the transaction.	We suggest the addition of: .... (4) where such charges cannot be ascertained in advance, notify the consumer that such charges will be levied as part of the transaction. Can part (4) be added to clarify that requirement to issue prior to providing a financial service does not apply to the extent that the contract for the provision of the product is a distance contract for the supply of a financial service under the European Communities (Distance Marketing of Consumer Financial Services) Regulation 2004. We would welcome clarity that compliance with existing obligations within the : * Declaration under Article 3(5) of the Personal Retirement Savings Accounts (Disclosure) Regulations 2002 and * Declaration under Regulation 6(3) of the Life Assurance (Provision of Information) Regulations, 2001. would satisfy the proposed disclosure requirements set out under reg 68.
Reg 71(1)	**Consumers to be notified regarding service provider shall on paper or on another durable medium -** (1) A regulated financial service provider shall on paper or on another durable medium - (a) directly notify affected consumers of increases in charges, specifying the previous and increased charge, or the introduction of any additional charges, at least 30 calendar days prior to the increased or additional charges taking effect, and (b) where charges are accumulated and applied periodically to accounts, directly notify consumers at least 10 working days prior to the application of charges, providing each consumer with a breakdown of any such charges, except where these charges total an amount of €10 or less.	It can be understand how this works in a banking situation. For example, if someone is charged a monthly amount to have a current account. However, it is not clear how this would apply to insurance. Standard fees (such as mid-term adjustment) fees apply and are set out at the start of the contract and disclosed to the customer.	**Consumer Protection Code 2012** **6.18** A regulated entity must: a) notify affected consumers of increases in charges, specifying the old and new charge, or the introduction of any new charges, at least 30 days prior to the change taking effect; and b) where charges are accumulated and applied periodically to accounts, notify consumers at least 10 business days prior to deduction of charges and give each consumer a breakdown of such charges, except where charges total an amount of €10 or less.	Clarity is needed from the CBI on how this applied to insurance transactions. We suggest that where policy provisions have specified that charges will increase in line with CPI, the industry should not be obligated to write to customers each time that an increase is applied.
Reg 73(1)(c)	**Regulatory disclosure statement to be used** (1) A regulated financial service provider shall include a regulatory disclosure statement as to its regulatory status for consumers - … (c) in its electronic communications with consumers, where such communications are in connection with its regulatory activities.	The proposed regulation has excluded the wording "(excluding SMS messages)" that is in the existing wording.	**Consumer Protection Code 2012** **4.7** A regulated entity must only use a regulatory disclosure statement as set out in Provision 4.10, in the following circumstances: a) on its business stationery used in connection with its regulated activities; b) on the section of its website that relates to its regulated activities; and c) on electronic communications with consumers (excluding SMS messages) where such communications are in connection with its regulated activities.	The proposal to remove this wording which excludes SMS messages from the requirement to include a regulatory disclosure statement would have an impact on the use of SMS messages as a means of communicating with customers. This would have both a cost impact for firms and a visual impact for consumers. A regulatory disclosure statement in general is quite lengthy and if firms are required to include same in SMS messages it would most likely take up most of the messages as SMS messages have character limitations and would in most cases mean that the firm has to break up the communication into two SMS messages which may cause frustration to consumers.
Reg 75(1)	**Certain outcomes to be ensured** 75. (1). A regulated financial service provider shall establish, maintain, implement and adhere to systems and controls, processes, policies and procedures to achieve the following outcomes: (a) information that is given to consumers, or within advertisements which refer, or relate, to a regulated activity which can be provided, or is available, to a consumer, is clear, accurate and up-to-date, and identifies which of the regulated financial service provider's activities are regulated activities and which are unregulated activities; (b) where the regulated financial service provider is engaging with a consumer, by means of a digital platform, for the purposes of providing the consumer with a financial service, the digital platform is configured so that the information provided to the consumer about the financial service is clear, accurate and up-to-date, and identifies which of the regulated financial service provider's activities are regulated activities and which are unregulated activities; (c) regulatory protections that apply in respect of the regulated financial service provider's regulated activities that are not applicable to the regulated financial service provider's unregulated activities are brought to the attention of the consumer; (d) any written correspondence to a consumer where the regulated financial service provider is disclosing information in relation to unregulated activities shall include the following statement: "Warning: The provision of this product or service does not require licensing, registration or authorisation by the Central Bank of Ireland, and as a result is not covered by Central Bank of Ireland rules designed to protect consumers or by a statutory compensation scheme."	Having reviewed the wording, there appears to be an unintended consequence that information in advertisements or on digital platforms where only regulated activities provided, the RFSP must still identify the activities are regulated activities.	N/A	Can the final guidance clarify that where requirements at 75(1) to identify which of RFSPs activities are regulated activities and which are not unregulated activities applies in respect of advertisements or digital platforms where information both is provided.
Reg 77(1)	**Advertising Information Review** A regulated financial service provider shall ensure that, at least once every 12 month period, information given to consumers in its advertisements is reviewed for compliance with these Regulations and, where necessary, updated.	Concerns that this may be expanded on to include RFSPs being asked to provide a copy of this review every 12 months.	New Regulation	Advertisements are reviewed and updated when there are product changes. As such there is little need for an annual review and this proposal serves to increase the regulatory burden on firms for little consumer benefit. We suggest this is removed. It is unclear what the rationale behind this regulation is as an annual review appears to have no meaning.
Reg 79(2)(i) & (j)	**Advertising - Measures against Greenwashing** (2)…a regulated financial service provider shall ensure that information in its advertisements is not misleading in relation to the following: … (i) the extent to which the regulated financial service provider has a reputation of supporting sustainability factors; (j) the features of a financial service in terms of sustainability factors or the impact of acquiring its financial services on sustainability factors.	This provision is very vague and subjective, and lacks legal certainty.	**Consumer Protection Code 2012** **9.11** A regulated entity must ensure that any assumption, on which a statement , promise or forecast contained in an advertisement is based, are clearly stated, reasonable and up to date.	We suggest this provision is aligned to the ESA work on Greenwashing to avoid misalignment of EU definitions.
Reg 87(b)	**Recommendations or commendations to meet certain requirements** A regulated financial service provider shall ensure that any recommendations or commendation quoted within its advertisement are - … (b) attributed to the person that is the author of the recommendation or commendation, and dated as of the date of the recommendation or commendation concerned.	This provision requires an advertisement to attribute the author of a recommendation however in the insurance industry the author of a recommendation or commendation may be the recipient or beneficiary of a claim and arising from this, would wish to retain anonymity.	**Consumer Protection Code 2012** **9.14** A regulated entity must ensure that a recommendation or commendation may not be used in an advertisement without the consent of the author. If the author is an employee of the regulated entity or a connected party of the regulated entity, or has received any payment from the regulated entity or a connected party of the regulated entity for the recommendation or commendation, the advertisement must state that fact.	Recommended that this provision should be amended to allow for this anonymity.

Reg 96	**Steps where optional extras offered - Bundling** (1) Where a regulated financial service provider offers a financial service to a consumer with anything else that may be purchased at the option of the consumer (referred to in this Regulation as an 'optional extra'), the regulated financial service provider shall - (a) inform the consumer on paper or another durable medium - (i) that the consumer does not have to purchase the optional extra in order to purchase the financial service, (ii) of the cost of the financial service excluding the cost of the optional extra, and (iii) of the cost of the optional extra, and (b) not charge the consumer a fee for any optional extra that the regulated financial service provider offers with a financial service unless the consumer have provided prior written confirmation that he or she wishes to purchase the optional extra.	Regulation specifies written confirmation is needed from a consumer to purchase an optional extra. Reg 96(b) - where a 'fee's referenced, it is not clear whether this is an additional fee charged or the fee i.e., the price for the optional extra. Two additional issues for consideration here: - it is unclear what is considered the fee, is it a charge on top of the cost of optional extra for providing the product/service or the cost of the optional extra etc - Of more significance and one which we strongly disagree with is the new requirement for "written confirmation that individual wishes to purchase the optional extra". - this would require a significant deviation from current practices in at least general insurance market where common practice that customers can enter into contract without need for signed application by using a statement of fact. A requirement to now provide written confirmation where an optional extra is required, would require that a signed application would be required for e.g. where a NCD protector or step back type cover is offered on motor policy and make statement of fact not feasible. This would require a complete change in process of confirmatory conduct to enter into contract at significant cost in terms of system development, workflows, oversight and requests for return of document, a cost which would ultimately be passed on to the consumer. In addition, and as significant it now provides an additional step for the customer to take in journey to enter into a contract i.e. now must wait for, sign and return completed documentation where optional extra is offered before a contract can be entered into. It is contented that this does not provide any value to customer but rather delays and provides additional barriers and steps to take in order to enter into a contract and one that brings a significant additional cost to the industry to introduce once which would ultimately be passed to its consumers.	**Consumer Protection Code 2012** **3.22** Where a regulated entity offers an optional extra to a consumer in conjunction with a product or service, the regulated entity: a) must inform the consumer on paper or on another durable medium: i) that the consumer does not have to purchase the optional extra in order to buy the main product or service; ii) of the cost of the basic product or service (excluding the optional extra); and iii) of the cost of the optional extra; and b) must not charge the consumer a fee for any optional extra offered in conjunction with a product or service unless the consumer has confirmed that he or she wishes to purchase the optional extra.	Insurance Ireland suggest that the 96(b) is removed entirely.
Reg 97	**Steps regarding information on bundling where communicating by telephone only** 97. For the purposes of the requirement to provide information pursuant to Regulation 94 to 96, if the regulated financial service provider is communicating with the consumer by way of telephone only, the regulated financial service provider shall - (a) provide the required information orally at the time of offering, recommending, arranging or providing the product, (b) provide the required information to the consumer on paper or on another durable medium immediately after arranging or providing the product in order that the consumer may confirm the information related to the relevant product, and (c) obtain from the consumer the confirmation referred to in paragraph (b).	For the same reasons above, where contracted entered into by phone requirement to provide written confirmation of the agreement regarding optional extra after the contract is entered into is a significant deviation from current practice and requires large scale change of processes, workflows, tasks, follow-up etc and will delay issuing of policy documentation where such information is outstanding. This will impact the customer in the case of motor where certification of insurance is required and also the cost will likely be ultimately borne by the customer in respect of the introduction of the same.	**Consumer Protection Code 2012** **3.23** In relation to Provisions 3.20 to 3.22, if the means of communication between the regulated entity and the consumer is by way of telephone only, the regulated entity must: a) provide this information orally at the time of offering, recommending, arranging or providing a bundled product; and b) provide this information to the consumer on paper or on another durable medium immediately after arranging or providing a bundled product.	We suggest this is removed.
Reg 98(2)(c)	**Errors Handling** (1) A regulated financial service provider shall have in place robust governance arrangements, including written procedures, for the appropriate and effective handling of errors that affect consumers. (2)The arrangements referred to in paragraph (1) shall include the following: (a) … (b) … (c) analysis at the appropriate level of the rate of occurrence and patterns of errors, to include the cause of same, on a regular basis and. In that regard, at least once every 6 months.	Every six months is overly frequent for a review of this nature and there is little benefit to the increase in frequency.	**Consumer Protection Code 2012** **10.1** A regulated entity must have written procedures in place for effective handling of errors which affect consumers. At a minimum, these procedures must provide for the following: a) the identification of the cause of the error; b) the identification of all affected consumers; c) the appropriate analysis of the patterns of the errors, including investigation as to whether or not it was an isolated error; d) proper control of the correction process; and e) escalation of errors to compliance/risk functions and senior management.	Suggested update: Errors Handling .... (2)The arrangements referred to in paragraph (1) shall include the following: (a) … (b) … (c) analysis at the appropriate level of the rate of occurrence and patterns of errors, to include the cause of same, on a regular basis and. In that regard, at least once every 12 months.
Reg 107(4)(b)	**Procedures for managing and resolving complaints** 107. (1) A regulated financial service provider shall implement a procedure for managing and resolving complaints. (2) A regulated financial service provider shall make the complaints procedure referred to in paragraph (1) available in a prominent place on all of its websites and shall provide a hard copy of the procedure to a consumer, on request, within 5 working days of the request. (3) The procedure referred to in paragraph (1) need not apply where a complaint has been resolved, to the satisfaction of the consumer making the complaint, within 5 working days, provided however that a log of the complaint shall be kept and maintained as required by Regulation 108. (4) At a minimum, the procedure referred to in paragraph (1) shall provide for the following: (a) the regulated financial service provider shall acknowledge each complaint on paper or on another durable medium within 5 working days of the complaint being received, and such acknowledgement shall include - (i) clear and complete details of the regulated financial service provider's procedure for handling complaints, (ii) information that where the circumstances described in subparagraphs (f) and (g) arise, a consumer can refer the matter to the relevant Ombudsman, and (iii) the contact details of the relevant Ombudsman; (b) in respect of a complaint submitted electronically, the regulated financial service provider shall, instead of providing an acknowledgement in accordance with paragraph (4)(a), provide an immediate or automatic acknowledgement using the same medium, confirming receipt of the complaint; (c) the regulated financial service provider shall provide the consumer making the complaint, or the person making the complaint on the consumer's behalf, with a point or points of contact in relation to the complaint until the complaint is resolved or all steps of the regulated financial service provider's complaints handling procedures have been exhausted; (d) the regulated financial service provider shall provide the consumer making the complaint with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals no greater than 20 working days, starting from the date on which the complaint was received; ...	There are concerns on how this can be done and why it is necessary. It would be extremely onerous for RFSPs to have to do this as it could not be automated. It also goes against the ability for firms to be able to resolve issues prior to a complaint being made. The only way to do this would be to have a dedicated complaints email, which means the firm cannot address the issue until the complaint is made (if it is the first contact). It is also unlikely to be able to resolve the complaint at first point of contact, as the requirement for immediate acknowledgement removes the ability to resolve this. Acknowledgments that are automated are unhelpful and uninformative and there is already a requirement to response specifically in 5 days. Additionally, complaints come through many channels and mediums and having a fully automated response is not possible. It is noted in paragraph 4(b) that the complaint procedure for managing and resolving complaints shall provide that the RFSP, where complaint is submitted electronically (noting that electronic complaint as provided under provision 105 is not defined), shall provide an immediate or automatic acknowledgement confirming the receipt of the complaint. It is noted in paragraph 3 that the procedure for managing and resolving complaint does not apply in respect of complaints which are resolved within 5 days. If automatic acknowledgement is required it is unknown yet whether the procedure will apply to the customer or if the complaint can be resolved within 5 days.	**Consumer Protection Code** **10.9** A regulated entity must have in place a written procedure for the proper handling of complaints. This procedure need not apply where the complaint has been resolved to the complainant's satisfaction within five business days, provided however that a record of this fact is maintained. At a minimum this procedure must provide that: a) the regulated entity must acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received; b) the regulated entity must provide the complainant with the name of one or more individuals appointed by the regulated entity to be the complainant's point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further; c) the regulated entity must provide the complainant with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made; d) the regulated entity must attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, the regulated entity must inform the complainant of the anticipated timeframe within which the regulated entity hopes to resolve the complaint and must inform the consumer that they can refer the matter to the relevant Ombudsman, and must provide the consumer with the contact details of such Ombudsman; and e) within five business days of the completion of the investigation, the regulated entity must advise the consumer on paper or on another durable medium of: i) the outcome of the investigation; ii) where applicable, the terms of any offer or settlement being made; iii) that the consumer can refer the matter to the relevant Ombudsman, and iv) the contact details of such Ombudsman.	Suggested update: (b) in respect of a complaint submitted electronically, the regulated financial service provide, instead of providing an acknowledgement in accordance with paragraph 4(a), provide an immediate or automatic acknowledgment using the same medium, confirming receipt of the electronic message. Suggested review of the wording is provided above in order to remove the requirement to provide an immediate and automatic response. If requirement to provide an automatic response to all complaints, needs to be separate from procedures at 107(1) which per wording only applies to complaints which have not been resolved to satisfaction of the consumer within 5 days. Suggested review of the wording is provided above in order to remove the requirement to provide an immediate and automatic response. Additionally, clarification of the CBI definition of electronically is required In Regulation 105.
Reg 109	**Governance for Complaints Handling** (1) A regulated financial service provider shall implement robust governance arrangements for the appropriate handling of complaints from consumers. (2) The arrangement referred to in paragraph (1) shall include - (a)… (b) analysis on a regular basis and, in that regard, at least every 6 months, of the rate of occurrence and patterns of complaints, which shall include complaints resolved within 5 working days.	Every six months is overly frequent for a review of this nature and there is little benefit to the increase in frequency	New Regulation	… (b) analysis on a regular basis and, in that regard, at least every 12 months, of the rate of occurrence and patterns of complaints, which shall include complaints resolved within 5 working days.
Reg 110(2)-(4)	**Subject to exceptions, no unsolicited personal visits to consumers who are natural persons** (2) A regulated financial service provider may make a personal visit to a consumer who is a natural person if that consumer who is a natural person if that consumer has provided his or her written consent to being contacted by the regulated financial service provider by this means. (3) For the purposes of paragraph (2), a regulated financial service provider shall obtain consent in advance of each personal visit. (4) For the purposes of this Regulation, "consent" means consent with respect of the following; (a) the purposes for which a personal visit is to be made, including in the case of sales and marketing, the types of product to be discussed during the personal visit; (b) the time, date and location for the personal visit; (c) any fee that the regulated financial service provider proposes to charge for the personal visit.	"written consent" is required for a personal visit rather than "informed consent". Strongly disagree with the change in this requirement. An insurer may make a personal visit to a consumer depending on business model in order to - inspect property for the purposes of carrying out a survey of property to be insured and complete customer needs analysis - at claims stage to inspect the property damage or in order to meet a customer subject of an injury claim to discuss details of circumstances etc. Change in requirement from obtaining informed consent to provision of written consent in respect of first and all subsequent personal visit will have significant negative impact on customer in terms of delay in ability for example to carry out a visit of property where insurance is required, or inspect the damage to property for where insurance is required. Particularly where a consumer is not digitally literate, such written consent will have a significant delay in completing such visits and furthermore frustrate the customer particularly where them may be in vulnerable circumstances. Appreciate such requirement may protect a customer in respect of debt management services or engagement unilaterally applying requirement to all engagement will have negative impact on customers in securing their interest.	**Consumer Protection Code 2012** **3.38** A regulated entity may only make a personal visit to a consumer who is an individual if that consumer has given informed consent to being contacted by the regulated entity by means of a personal visit. A regulated entity must obtain informed consent separately for each personal visit and must maintain a record of this consent.	Suggest update: **Subject to exceptions, no unsolicited personal visits to consumers who are natural persons** (2) A regulated financial service provider may make a personal visit to a consumer who is a natural person if that consumer who is a natural person if that consumer has provided his or her ~~written~~ consent to being contacted by the regulated financial service provider by this means.
Reg 111(1)(d)	**Initiating Calls with Existing Customers** (1) A regulated financial service provider may initiate oral communication by means of a telephone call with a consumer who is an existing customer, only if one or more of the following conditions is met: (a) the regulated financial service provider has provided that consumer with a financial service similar to the one that is the purpose of the contact within the previous 12 months; (b) the consumer holds a product which requires the regulated financial service provider to maintain contact with the consumer in relation to that product, and the contract related to that product; (c) the purpose of the contract is to offer a protection policy only; (d) the consumer has given his or her written consent to being contacted in this manner by the regulated financial service provider.	Many requirements for written consent throughout the regulations. These go against the digitalisation of the code. The requirement for written consent is more onerous that existing requirement (has given consent) and GDPR and Data Protection Act 2018 requirements which require for collection of explicit marketing consent. In a digital age, this allows for explicit opt in consent to be collected by completing/ticking an opt in consent box on a website or application providing existing opt in consent over the phone.	**Consumer Protection Code 2012** **3.40** A regulated entity may make telephone contact with a consumer who is an existing customer, only if: a) the regulated entity has, within the previous twelve months, provided that consumer with a product or service similar to the purpose of the telephone contact; b) the consumer holds a product, which requires the regulated entity to maintain contact with the consumer in relation to that product, and the contact is in relation to that product; c) the purpose of the telephone contact is limited to offering protection policies only; or d) the consumer has give his or her consent to being contacted in this way by the regulated entity.	Suggested Update: (c) the purpose of the contract is to offer a protection policy only; (d) the consumer has given his or her ~~written~~ consent to being contacted in this manner by the regulated financial service provider.

Reg 112(a) and (d)	**Initiating Calls with potential or former Customers** (1) A regulated financial service provider may initiate oral communication by means of a telephone call with a consumer who is a potential customer or former customer (referred to in this Regulation as the "contacted person"), if any one of the following conditions is met: (a) the contacted person has provided his or her written consent for the regulated financial service provider to contact him or her for a specific purpose within the previous 12 months, and the contact relates to that purpose; .... (d) the regulated financial service provider has received a referral in respect of the contacted person from another regulated financial service provider, another entity within the same group, a solicitor or a certified person and the following further conditions have been met: (i) the contacted person has provided written consent for contact in this manner to the relevant person providing the referral; (ii) the regulated financial service provider notifies the contacted person that it has received a referral of a kind referred to in this paragraph and seeks, and receives, the written consent of the contacted person to proceed to make contact.	Unclear why written consent rather than consent is needed here and what way this written consent can take place. Clarity is needed on this regulation. Changes that we do not agree with: 1. The requirement for written consent while aligned to existing code requirement is more onerous than existing EU and Irish law e.g. GDPR and Data Protections Act 2018 . Accordingly to avoid any ambiguity and conflict, provision 1(a) should be reviewed. In this regard existing data protection law requires the collection of explicit marketing consent. In a digital age, this allows for explicit opt in consent to be collected in a range of different methods e.g. by completing/ticking an opt in consent box on a website or application, providing existing opt in consent over the phone or in writing. 2. Also to align with requirements under existing European and Irish law and avoid ambiguity over who is within scope of requirement , the existing requirement to provide applied to a consumer other than existing customer is reinstated and replace a consumer who is a potential customer or former customer. 3. It is unclear the value add of part d that where referral received from another RFSP written consent must be obtained by the person providing the referral and RFSP receiving the referral when contacting the customer to advise of receipt of referral has to advise of written consent to proceed with the contact. This provides additional requirements on both the customer and the RFSP with no real benefit and where customer is not digitally illiterate will require a customer to provide consent in paper twice in order to proceed with a referral they have request.	**Consumer Protection Code 2012** **3.41** A regulated entity may make telephone contact with a consumer other than an existing customer, only if: ... d) the consumer is the subject of a referral for which the consumer has provided express consent, received from an entity authorised to provide financial services in Ireland, another entity within he same group, a solicitor or a certified person	Suggested Update: (a) the contacted person has provided his or her ~~written~~ consent for the regulated financial service provider to contact him or her for a specific purpose within the previous 12 months, and the contact relates to that purpose; ... (d) the regulated financial service provider has received a referral in respect of the contacted person from another regulated financial service provider, another entity within the same group, a solicitor or a certified person and the following further conditions have been met: (i) the contacted person has provided written consent for contact in this manner to the relevant person providing the referral; (ii) the regulated financial service provider notifies the contacted person that it has received a referral of a kind referred to in this paragraph and seeks, and receives, the ~~written~~ consent of the contacted person to proceed to make contact.
Reg 114	**Permitted contact by telephone or visit to be made only during certain times** 114. Permitted contact with a consumer, by telephone or by visit, made in accordance with these Regulations, may be made only between 9.00 a.m. and 9.00 p.m. Monday to Saturday, excluding public holidays, unless otherwise agreed in writing with the consumer.	While appreciate the principle to ensure that customer does not receive contact outside of hours specified, the requirement to have consent in writing put unnecessary obligation on the customer and ultimately delivered negative customer outcome. In practice we generally see such request from customer where they are unavailable due to work or other family commitments in the hours specified and this time is suitable for them to complete quotation process. The requirement for customer to have to provide agreement in writing, will delay ability to provide financial service to customer where such consent could be collected through other means including a recorded phoneline.	**Consumer Protection Code 2012** **3.43** Telephone contact, made in accordance with this Code, may be made only between 9.00 a.m. and 9.00 p.m. Monday to Saturday (excluding bank holidays and public holidays), unless otherwise agreed with the consumer.	Recommend that to ensure the timely contact with customer in line with their instruction, the Bank reconsider the introduction of this change.
Reg 117	**Required Records** (1) A regulated financial service provider shall prepare and maintain up-to-date records that include at least the following: (a)records evidencing compliance with the applicable requirements, including the conditions of such requirements, of these Regulations; ...	Regulation 117(1)(a) is evidencing compliance with the applicable requirements - this regulations appears to link to regulation 120(3) which provides that a regulated financial service provider shall provide the record in any period of time and in any format that may be specified by the Bank. In terms of 117(1)(a) and 120(2)&(3) - it is unclear what the CBI's expectation are and what they would expect to see in this and items reg 120 (2) and (3).	**Consumer Protection Code 2012** **11.5** A regulated entity must maintain up-to-date records containing at least the following: ... c) all information and documents prepared in compliance with this Code. ... Reg 11.10 A regulated entity must, upon being required by the Central Bank to do so, provide, to the Central Bank, records evidencing compliance with this Code for a period which the Central Bank may specify (up to a maximum period of six years).	Greater clarity is required in relation to new and overlapping requirements and whether this is open ended. We call for alignment of the 6-year retention period in Reg 117 and 119.
Reg 119(2) and (3)	**Period of retention of records** (1) Subject to paragraphs (2) and (3), a regulated financial service provider shall - (a) retain any records which detail consumer transactions in respect of its regulated activities for 6 years after the date on which the particular transaction is discontinued or completed, and (b) retain any records in respect of its regulated activities provided to consumers, other than those referred to in subparagraph (a), for 6 years from the date on which the regulated financial service provider ceased to provide any financial service to the consumer concerned. (2) Where a consumer has requested the provision of, or has been offered, a financial service, but has not been provided with the financial service concerned, a regulated financial service provider shall retain any record in respect of that request or offer for 12 months. (3) Where the consumer requests that the record referred to in paragraph (2) is no longer retained by the regulated financial service provider, the requirement to retain the record pursuant to that paragraph does not apply.	One of the main reasons that insurers retain quotation date for period of 12 months is to safeguard against fraud. The requirement under Regulation 119(3) for the consumer to request that the record referred to in Regulation 119(2) is no longer retained by the firm, needs to be reconsidered. This could open RFSPs to subsequent fraudulent application where unable to verify information has changed in order to ensure a quote or better terms from previous recent version of application submitted. There is an opportunity for fraudsters here, as if NTU data cannot be retained beyond 12 months, an applicant can change the details in the hope of a lower quote. This can also affect consumers who are trying to reduce their premium and do not realise that if the application data is not correct, it can invalidate a claim. Comparing new quotes against NTU quotes is a safeguard against these risks. Regulation 119 refers to a six-year retention period for consumer transaction data, which would be needed to support evidencing compliance with the Code. However, the removal of the time period in Regulation 117 removes the ability of firms to use this data to evidence their general compliance with the Regulations and this is essential to demonstrate how/why firms are retaining the data. It is also important for our obligations under GDPR that we can inform consumers about the legal basis for retaining the data.	**Consumer Protection Code 2012** **11.6** A regulated entity must retain details of individual transactions for six years after the date on which the particular transaction is discontinued or completed. A regulated entity must retain all other records for six years from the date on which the regulated entity ceased to provide any product or service to the consumer concerned.	The outcome of discussions with the DPC is essential prior to finalising the rules. Regulation 119 allows for this retention of consumer transaction data for 6 years, and we strongly suggest that the retention periods of both Regulations 117 and 119 are aligned. These proposed changes also need to be considered in the context of IAF/SEAR where there is a requirement to retain data for 10 years for the purpose of evidencing compliance with that regime which includes accountabilities in relation to consumer protection matters. We also recommend the deletion of paragraph 3 of Regulation 119.
Reg 120	**Records to meet certain standards** (1) A regulated financial service provider shall maintain complete, orderly, accurate, and readily accessible records. (2) Where the Bank requires a regulated financial service provider to keep a record in respect of the regulated financial service provider's compliance with these Regulations and provide such record to the Bank, the regulated financial service provider is required to provide a record which is complete, orderly and accurate. (3) For the purposes of paragraph (2), the regulated financial service provider shall provide the record in any period of time and in any format that may be specified by the Bank.	RFSPs are required to keep a record in of compliance with the regulations and provide this to the CBI. Under the current code, RFSPs have to keep these records for 6 years. The proposed regulation is open ended. Regulation as drafted is not in line with GDPR. The 6 year period should be retained (to be aligned with Regulation 119) or an alternative period specified.	**Consumer Protection Code 2012** **11.10** A regulated entity must, upon being required by the Central Bank to do so, provide, to the Central Bank, records evidencing compliance with this Code for a period which the Central Bank may specify (up to a maximum period of six years).	Records to meet certain standards (1) A regulated financial service provider shall maintain complete, orderly, accurate, and readily accessible records. (2) Where the Bank requires a regulated financial service provider to keep a record in respect of the regulated financial service provider's compliance with these Regulations and provide such record to the Bank, the regulated financial service provider is required to provide a record which is complete, orderly and accurate. (3) For the purposes of paragraph (2), the regulated financial service provider shall provide the record in any period of time and in any format that may be specified by the Bank, up to a period of 6 years.
Reg 123	**Instructions to be acknowledged and processed** (1) A regulated financial service provider shall acknowledge all instructions from a consumer, or from a person acting on behalf of a consumer, within a reasonable timeframe, but no later than 3 working days from the date of receipt of the instructions. (2) The acknowledgement referred to in paragraph (1) shall - (a) be made in writing on paper or on another durable medium, (b) be issued to the consumer, and (c) refer to the specific instruction received.	RFSPs cannot have an automatic email here as the instruction needs to be read and replied to with reference to the specific instruction. Our view is that this is operationally unrealistic with little foreseeable benefit to customer. We would seriously question the value added to customers having instructions receipted, to then await another response once instructions are effected. Additionally, it is a very condensed timeframe with only 3 working days from receipt of the instruction. The acknowledgement must reference the specific instruction, meaning that it would have to be reviewed as an action in itself, rather than scheduling and actioning the actual instruction. It will cause a delay in carrying out the instruction received. This is not called out in the consultation paper. To issue an acknowledgment for all instructions is impractical in many circumstances and takes no account of consumers submitting digitally or automated transactions processing (or where transactions are completed on a single call) and the overall approach takes no clear account of consumers submitting anything digitally and how that could be designed into processes. It also prepossess consumers write to insurers - lots of consumers ring up and therefore it would be impractical to send an acknowledgment by durable medium of something they have instructed insurers to do over the phone. It would also involve additional paper-based communications which would be contrary to many firms' climate and sustainability commitments.	**Consumer Protection Code 2012** New provision Current code stated that a regulated entity must ensure that all instructions from or on behalf of a consumer are processed properly and promptly.	Suggested Update: **Instructions to be acknowledged and processed** (1) A regulated financial service provider shall acknowledge all instructions from a consumer, or from a person acting on behalf of a consumer, within a reasonable timeframe, ~~but no later than 3 working days from the date of receipt of the instructions.~~ (2) The acknowledgement referred to in paragraph (1) shall - (a) be made in writing on paper or on another durable medium, (b) be issued to the consumer, and (c) refer to the specific instruction received.
Reg 126	**Confirmation of power of attorney to be obtained where relevant** (1) Where a regulated financial service provider deals with a person who is acting for a consumer under a power of attorney, the regulated financial service provider shall - (a) obtain a certified copy of the power of attorney, (b) in the case of an enduring power of attorney made under Part 7 of the Act of 2015 or an enduring power under the Act of 1996, satisfy itself as to the status of the power of attorney, and (c) operate within the limitations set out in the power of attorney. ...	Act of 1996' (Powers of Attorney Act, 1996) is not included in Part 1, Regulation 2 Interpretation	**Consumer Protection Code 2012** **3.7** Where a regulated entity deals with a person who is acting for a consumer under a power of attorney, the regulated entity must: a) obtain a certified copy of the power of attorney; b) ensure that the power of attorney allows the person to act on the consumer's behalf; and c) operate within the limitations set out in the power of attorney.	Act of 1996' (Powers of Attorney Act, 1996) should be included in Part 1, Regulation 2 Interpretation

Reg 127	**Procedure on ceasing to operate, merging business or transferring regulated activities** (1) Where a regulated financial service provider intends to cease operating, merge business with another person, or to transfer all or part of its regulated activities to another regulated financial service provider it shall - … (b) if a decision by the regulated financial service provider is made to proceed, provide at least 6 months' notice of its decision to consumers to whom it is providing the relevant financial service which it intends to cease operating, or which are the subject of the merger or transfer, to enable them to make alternative arrangements. (c) ensure that all outstanding business with consumers is properly completed prior to the transfer, merger or cessation of operations, as the case may be, or, alternatively in the case of a transfer or merger, inform consumers of how continuity of service will be provided to them following the date of transfer or merger, (d) in the case of a merger or transfer of regulated activities, inform a consumer in advance that their details are being transferred to the other regulated financial service provider, if that is the case, and obtain any required consents from the consumer, (e) in the case of a merger or transfer of regulated activities, provide to consumers to whom it is providing the relevant financial services, at least 2 months prior to the merger or transfer, the name, address and contact details of the other regulated financial service provider with which the merger or the transfer is taking place, and refer to the specific terms and conditions in the consumer's contract that provide for the transfer or merger of regulated activities, (f) in the case of a transfer of mortgage loans, facilitate any due diligence exercise conducted by the other regulated financial service provider in respect of those regulated activities, and (g) in the case of a merger or transfer of regulated activities, provide all relevant documentation to the other regulated financial service provider with which the merger or to which the transfer is taking place, to enable the relevant financial service to be administered in accordance with the terms and conditions agreed with consumers and in accordance with any other specific commitments made by the regulated financial service provider to consumers. (2) Paragraph (1)(f) does not apply to a regulated financial service provider that is an intermediary.	Change in the notice period for customers. It has been changes from 2 months notice to 6 months notice. Concerns have been raised that this is not helpful from a commercial perspective. While this may be appropriate in certain circumstances e.g., a branch closure, we would consider the 6-month notification period excessive and a potential barrier to business. While we understand the agree with the principle in respect of certain scenarios the practical implication for some decision e.g. transfer part of regulated activities will be significantly onerous for RFSP and could lead to confusion or unnecessary work for consumers. Consideration is needed to the nature and scale of decision being undertaking and flexibility to dial up or down the requirements as need to suit the same.	**Consumer Protection Code 2012** **3.11** Where a regulated entity intends to cease operating, merge with another, or to transfer all or part of its regulated activities to another regulated entity it must: a) notify the Central Bank immediately; b) provide at least two months notice to affected consumers to enable them to make alternative arrangements; c) ensure all outstanding business is properly completed prior to the transfer.	We do not agree with the change from 2 months to 6 months. It would be helpful to have a rationale for why the CBI has reduced this to two months. Two months is more appropriate in this context and we suggest this is retained. This previously only applied to Credit Institutions. It would be detrimental to consumers interests when any agencies cancelled and business being transferred to another broker/insurer. This is an increase in time not a reduction. See differences in CPC 3.11 is cross sectoral but 3.12 solely related to Credit Institutions. This should be maintained in the new Code.
Reg 328(1)	**Automatic Renewal (opt in / opt out)** (1) An insurance undertaking or insurance intermediary shall not automatically renew a policy of pet insurance, travel insurance, gadget insurance or dental insurance with a consumer unless the consumer has, prior to the entry into of the insurance policy which is being renewed, provided their consent to such automatic renewal.	Rules for dental and travel insurance should align with Health insurance. Our concern is that there could be significant impacts on customers if there is a lapse in their dental or travel insurance. This will cause more complaints and gaps in protection when policies do not automatically renew. The benefits associated with an automatic opt-in approach for travel and dental insurance outweigh the risks, for example, the potential benefits of an explicit opt-in approach are not outweighed by the risks of life-changing medical costs or lack of cover due to a pre-existing conditions (travel) or reduced cover due to need to reserve waiting periods (dental) The rationale for why the rules for dental and travel insurance should align with Health, Motor and Home insurance also include; - the cover of pre-existing conditions and the potential for further waiting periods as a result of non-renewal by the consumer if auto-renewal is removed - challenges around capturing consent for Corporate clients to opt-in annually which is both cumbersome and not in the expectation of large corporate clients. - cancellation is a key feature of Travel policies, and not limited to holiday time. - a potential shift towards tactical purchases and adverse selection. - misalignment between Private Health Insurance & Dental/Travel will be confusing for the consumer. - complaints are largely driven by consumers where a policy didn't automatically renew.	New regulation	We suggest removal of this provision as it will result in considerable consumer detriment and the risks would outweigh the benefits of the automatic renewal process. See our main consultation response for further detail.
Reg 331	**Quotations** An insurance undertaking or insurance intermediary shall set out clearly in an insurance quotation - (a) any discount or loading that has been applied in generating the insurance quotation for a consumer, including the monetary value and percentage of any discount or loading that has been so applied, and (b) the premium that would apply in the absence of any such discount or loading.	Unclear what the purpose of providing this information is given that the price without the loadings will never be available to the consumer. This is more likely to cause frustration for the customer.	**Consumer Protection Code 2012** **4.32** A regulated entity providing an insurance quotation to a consumer must set out clearly any discounts or loadings that have been applied in generating the quotation.	We do not agree with this proposal and suggest it is removed. It will only result in frustration for the consumer to be presented with a quotation amount that will never be available to them and build distrust in insurance. If the CBI proposal is to be retained, greater clarity is needed here in relation to - 1. optional additional covers and benefits that are at the consumers discretion and, 2. rating factors such as age, location, occupancy.
Reg 340(2)	**Consent to be obtained for follow up telephone communication in respect of an insurance quotation provided on a digital platform** 340. (1) Notwithstanding Regulations 111 and 112, when an insurance undertaking or insurance intermediary provides an insurance quotation to a consumer on a digital platform or via a website, the insurance undertaking or insurance intermediary shall not make follow up oral communication by means of telephone call for the purposes of discussing the insurance quotation unless the consumer has provided his or her consent to it doing so during the quotation process. (2) In this Regulation, the term 'insurance quotation' shall be understood to include a renewal notification containing an insurance quotation. (3) Paragraph (1) is subject to the further condition that the making of the follow up telephone call is not prohibited under any other applicable law.	As insurers move to issue documentation through digital platforms to support the sustainability agenda, the requirement to not make a follow up oral communication will have significant impact on the ability to service consumers and ultimately secure customer interest. Unlike at quote stage where engagement is driven by consumers on the platform as a result of their decision to complete a proposal, the renewal quotation is driven by RFSP providing the consumer with information and therefore the same opportunity to collect consent does not apply. As noted in the consultation, the opt- in consent requirements applied to gadget, etc has not been applied to property or motor insurance due to risk to the consumer of policies not being renewed. The automatic renewal of insurance is not applicable in all circumstances particular where the nature, and complexity of the product require assessment of continued needs of insurance or requirement of additional information in terms of turn over etc. In addition, and in such scenarios it is our experience that notwithstanding the issuing of renewal notice, consumers will generally wait and expect an annual service call to discuss their insurance needs, and discuss/negotiate price before taking any action in respect of this renewal. The requirement to require consent to be obtained for what is generally considered as servicing calls could lead to consumer detriment and frustration for consumers.	N/A	Application to provision 340 to renewal quotation as set out under Part 2 is removed.
Reg 343	**Issuance of Insurance Policy** (1) An insurance undertaking shall issue an insurance policy, within 5 working days of the insurance policy being entered into, to any consumer to whom it has sold its insurance policy directly or to any insurance intermediary that has sold its insurance policy. (2) On receipt of the insurance policy issued in accordance with paragraph (1), an insurance intermediary shall provide the insurance policy to the consumer that purchased it within 5 working days. (3) When an insurance policy is entered into by a consumer by means of telephonic, video or other electronic communication, including through a digital platform, the insurance undertaking or, where the insurance policy was entered into by the consumer through an insurance intermediary, the insurance intermediary, shall provide the consumer with immediate digital confirmation that - (a) the insurance policy is in place, and (b) the insurance policy documents will be issued within 5 working days. (4) In the circumstances referred to in paragraph (3), an insurance undertaking or insurance intermediary may provide the consumer with the terms of business referred to in Regulation 53 at the same time as the insurance undertaking or insurance intermediary provides the consumer with the confirmation referred to in that paragraph. (5) This Regulation shall apply equally where a consumer renews an existing policy.	The requirement to issue an immediate digital confirmation that the insurance policy is in place and that the documents will be issued in 5 working days appears excessive if the documents have to be issued in 5 working days. 6.13 of the current code provided that policy documents were issued within 5 days of the policy being underwritten and all information being received. The new proposal is that they are issued within 5 days of the policy being entered into. Often policies are entered when a quote is provided and converted by customers when in need of immediate cover as part of an initial transaction either online, over the phone or in person. Dependant on the insurer or the product, follow-up information may be required that cover is provided and dependant on return of documentation within a specified period such as completion of proposal form or submission of relevant information including for example valuations, evidence of no claims bonus etc. In such cases while the policy is entered into for the benefit of the customer, additional steps are required to fully bind the contract and to allow issuing of policy documentation. Under the current provision 6.13, this is allowed for in respect of " all relevant information being provided". The proposed changes introduce ambiguity in respect of when the policy is entered into force, e.g. is it where require immediate cover and go on cover or is where outstanding documentation is returned. In the case of the former scenario where there is no requirement for customer to return information in order to receive documents, this may result in such information not being provided and could result in review of process to provide such immediate cover which in scenarios where required be detrimental to the customer but necessary for the insurer in order to certify the information.	**Consumer Protection Code 2012** **6.13** An insurance undertaking must issue policy documents, within five business days of all relevant information being provided by the consumer and cover being underwritten, to any consumer to whom it has sold its insurance policy directly or to any insurance intermediary that has sold its insurance policy. An insurance intermediary must, within five business days of receiving the policy documents from an insurance undertaking, provide them to the consumer. This provision also applies in the case where the consumer renews an existing policy.	**Suggested Update:** **Issuance of Insurance Policy** (1).... ~~(3) When an insurance policy is entered into by a consumer by means of telephonic, video or other electronic communication, including through a digital platform, the insurance undertaking or, where the insurance policy was entered into by the consumer through an insurance intermediary, the insurance intermediary, shall provide the consumer with immediate digital confirmation that -~~ ~~(a) the insurance policy is in place, and~~ ~~(b) the insurance policy documents will be issued within 5 working days.~~ (4) .... Strongly disagree with the introduction of reg 343(3) and suggest that the Bank reconsider its introduction.We recommend that the wording remains as is in 6.13 of the current code
Reg 344	**Terms and conditions applicable to no claims discount to be provided to consumer** 344. Where a no claims discount has been applied to the premium charged in respect of an insurance policy, an insurance undertaking or insurance intermediary shall include with the insurance policy issued to the consumer in accordance with Regulation 343, notification, on paper or on another durable medium, of the terms and conditions that apply to such discount, including any restrictions on the use or availability of the discount.	The Terms and Conditions in respect of No claims discount form part of contract of insurance would be provided to the consumer with terms and conditions provided prior to entering into the contract. We question the value of providing this information to the customer again and after the contract has been entered into. Real consideration needs to be given as to whether this could be considered as informing consumers effectively or whether this has potential detrimental impact of causing information overload. It is considered that the cost associated with its introduction, including change in documentation and postage which likely be passed on to the consumer, out ways any benefit that consumer may receive. which out ways any benefit.	N/A	Strongly disagree with introduction of this new requirement and request CBI consider having regard to the benefit to the consumer versus cost associated with its introduction.

Reg 347	**Advance notification of expiry date of a policy of non-life insurance (pre-renewal notification)** 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) Regulation 2007 (S.I. No. 74 of 2007), or (b) Regulation 326, 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.	This regulation will require an additional 20 working days notice of renewal prior to the normal 20 working days renewal notice The introduction of a pre-renewal notification 20 days in advance of the renewal notification could have negative effects on consumers. This additional notification could increase the complexity for consumers and incur extra costs and system developments. These extra costs will then be reflected in premiums. Additionally, a pre-renewal notification will simply have the effect of filling call centres with consumers ringing with queries about their renewal, However, at this time, insurers can not provide an amount for the consumers renewal premiums and if they did, it would not be valid at renewal. This will result in more questions than answers. In the case of Health Insurance pricing changes also have strict notification requirements to the HIA. While the intention of the CBI in this regard is to increase switching, it is submitted that switching is already high in certain product line, such as motor. Suggest referencing CPCC switching report from Q4 2023.	New regulation	We strongly suggest removal of this proposal in its entirety.
Reg 348	**Premium Rebates** (1) Subject to paragraph (3), an insurance undertaking shall provide to a consumer any premium rebate that is due from the insurance undertaking to the consumer within 10 working days of the rebate becoming due (2) For the purposes of this Regulation, a premium rebate is due from an insurance undertaking as soon as the insurance undertaking becomes aware of the circumstances giving rise to the premium rebate and determines that the premium rebate is due. (3) Where an insurance intermediary acts as agent of an insurance undertaking in respect of a consumer, the insurance undertaking shall either – (a) provide to the insurance intermediary a premium rebate due from the insurance undertaking to the consumer within 5 working days of the rebate becoming due, or (b) notify the insurance intermediary, within 5 working days of the premium rebate becoming due, that the rebate is due and at the same time permit the intermediary to issue the premium rebate from funds held by the insurance intermediary which are due to the insurance undertaking. (4) An insurance intermediary shall provide the premium rebate referred to in paragraph (3) to the consumer within 5 working days of the insurance intermediary either – (a) receiving the premium rebate referred to in paragraph (3)(a), or (b) receiving the notification referred to paragraph (3)(b).	There are concerns as to whether it is in the customers interests to be refunded any amount below €10. Additionally, not all customers have bank accounts and therefore cheques or other forms of payment have to be issues for such low amounts. CPC Guidance updated 2021 5.2 - does provision 7.2 prohibit the setting of thresholds for payment of rebates in insurance policy terms and conditions? (Clarification included 22/12/2011) Where a regulated entity specifies in its policy terms and a condition that rebates (under a certain specified level) will not be refunded to the consumer, and additional premiums (under a specified level) will not be sought from the consumer - such is not prohibited under the provision. While additional time frame provided to issue rebates is welcome, however we request that the Bank consider and/or clarify the following: 1. the threshold in respect of requirements of more than €10 or less than €10 as provided under existing Code requirements at 7.1 and 7.2 is removed. In subsequent guidance issued in respect of application of the code the Central Bank had confirmed that in scenario could be given to application of a tolerance level for which refunds as for example a result of MTA would not be issued provided that any additional costs for completing an MTA up to the same amount would not be charged. It was further clarified that such information should be called out in the RFSPs terms of business. Clarification is sought in respect of changes where this view is still held by CBI. - In absence of such could result in cheques being issued to customers in any amount , including amounts after charges of less than €1.	**Consumer Protection Code 2012** **7.1** A regulated entity must issue a premium rebate to a consumer within five business days of the rebate becoming due where the value of the premium rebate is more than €10. a) Where the regulated entity is an insurance undertaking, the premium rebate becomes due as soon as the insurance undertaking becomes aware of the circumstances giving rise to the premium rebate. b) Where the regulated entity is an insurance intermediary, the premium rebate becomes due when: i) the insurance intermediary has received the premium rebate from the relevant insurance undertaking; or ii) the insurance undertaking has notified the insurance intermediary that such rebate is due and permits the insurance intermediary to issue the rebate from the funds held by the insurance intermediary which are due to the insurance undertaking.	Suggested Update: **Premium Rebates** (1) Subject to paragraph (3), an insurance undertaking shall provide to a consumer any premium rebate where the value of the rebate is more than €10 that is due from the insurance undertaking to the consumer within 10 working days of the rebate becoming due … Clarification needed as to whether use of tolerances still aligns with CBI expectations.
Reg 349	**Option of deduction from renewal or other premium or donation in lieu of premium rebate** 349. (1) Prior to providing a premium rebate to a consumer for the purposes of Regulation 348, an insurance undertaking or insurance intermediary may offer the consumer the choice of, instead of receiving the premium rebate, either – (a) receiving a corresponding deduction from a renewal premium or other premium currently due to that insurance undertaking or insurance intermediary from the consumer, or (b) the insurance undertaking or insurance intermediary making a donation of the premium rebate amount to a registered charity. (2) An insurance undertaking or insurance intermediary shall obtain a consumer's consent on each occasion for the purposes of making either a deduction in accordance with paragraph (1)(a) or a donation in accordance with paragraph (1)(b). (3) Where an insurance undertaking or insurance intermediary obtains a consumer's consent for the purposes of paragraph (2), the insurance undertaking or insurance intermediary shall make a deduction or donation in accordance with that consent and Regulation 348 shall not apply to the insurance undertaking or insurance intermediary concerned. (4) Where an insurance undertaking or insurance intermediary does not obtain a consumer's consent for the purposes of paragraph (2), the insurance undertaking or insurance intermediary shall provide the premium rebate to the consumer within the time period referred to in Regulation 348.	Where a rebate is due, offers to consumers to reduce premiums or send the rebate to a charity, are no longer only permitted when the value of the rebate is €10 of less. The consumer consent is still required when making a deduction/donation. However, it is now clarified that where there is no consent the rebate must be completed within the timelines under Regulation 348. It is also clarified that charitable donations can only be made to registered charities under the Charities Act. It must be appreciated that while insurers are aware that rebate is due, attempts to engage with consumers are not always successful, particularly during standard working hours and it may be days before an opportunity has been provided to discussion choices set out at 349(1) or alternatively await instruction from the intermediary in respect of consumers choice. Bearing this in mind, clarity is sought that our interpretation is correct; that where an insurer does not obtain the consent of the customer upon contacted either directly or through intermediary that the 10 day period applies from that date only.	**Consumer Protection Code 2012** **7.2** Where a premium rebate is due to a consumer, and the value of the rebate is €10 or less the regulated entity must issue the premium rebate to the consumer within five business days of the rebate becoming due, or, alternatively, the regulated entity may offer the consumer the choice of: (a) receiving the premium rebate; or (b) receiving a reduction from a renewal premium or other premium currently due to that regulated entity; or c) the regulated entity making a donation of the rebate amount to a registered charity. In respect of options b) and c) above, the regulated entity must seek the consumer's consent on each occasion and must maintain a record of the consumer's decision. Where the consumer has agreed under option c) that a charitable donation can be made, the regulated entity must document the donation and retain a receipt from the relevant charity.	Suggested Update: **Option of deduction from renewal or other premium or donation in lieu of premium rebate** (1) Prior to providing a premium rebate, where the value of the rebate is €10 or more, to a consumer for the purposes of Regulation 348, an insurance undertaking or insurance intermediary may offer the consumer the choice of, instead of receiving the premium rebate, either - (a) receiving a corresponding deduction from a renewal premium or other premium currently due to that insurance undertaking or insurance intermediary from the consumer, or (b) the insurance undertaking or insurance intermediary making a donation of the premium rebate amount to a registered charity.
Reg 354	**Verification of Claims** An insurance undertaking shall verify the validity of a claim received from a claimant prior to making a decision on its outcome.	Requirement under 7.6 has been changed and requires an insurer to verify instead of endeavour to verify the validity of the claim. This small change in wording and would appear to apply additional obligations on insurers. Clarity is sought on whether this was intended?	**Consumer Protection Code 2012** **7.6** A regulated entity must endeavour to verify the validity of a claim received from a claimant prior to making a decision on its outcome.	The bank should consider revoking the change and leave existing requirement as is.
Reg 355(2)(c)	**Claims Handling Procedure** (1) An insurance undertaking shall establish, maintain and adhere to a procedure for the effective and proper handling of claims. (2) The procedure referred to in paragraph (1) shall, at a minimum, provide for the following: ... (c) where a claim form is required to be completed for the purposes of a claimant making a claim, the insurance undertaking shall provide the form to the claimant within 5 working days of receiving notice of the claim; ...	It may not be apparent that a form is required until additional items of claim are introduced or until the value exceeds a threshold. There are some inconsistency here in (g) – first part of the requirement refers to provision of financial services to consumers while the actual provision only relates to claimants.	**Consumer Protection Code 2012** **7.7** A regulated entity must have in place a written procedure for the effective and proper handling of claims. At a minimum, the procedure must provide that: ... (c) where a claim form is required to be completed, it is issued to the claimant within five business days of receiving notice of a claim; ...	Suggested Update "…within 5 working days of receiving notice of the claim, or the requirement for the form becoming apparent;"
Reg 355	**Claims Handling Procedure** (1) An insurance undertaking shall establish, maintain and adhere to a procedure for the effective and proper handling of claims. (2) The procedure referred to in paragraph (1) shall, at a minimum, provide for the following: ... (g) (h) the insurance undertaking shall, while the claim is being processed, provide the claimant with updates of any developments concerning the outcome of the claim within 5 working days of learning of the developments.	There is now a requirement to notify the consumer within 5 working days of any developments that impact the outcome of the claim. This is a material change that was not called out in the mapping tool and will have an associated cost to firms and consumers. There is little rationale that halving the timeline to update consumers provides any more significant benefit for the added regulatory burden.	**Consumer Protection Code 2012** **7.7** A regulated entity must have in place a written procedure for the effective and proper handling of claims. At a minimum, the procedure must provide that: ... (f) the regulated entity must, while the claim is ongoing, provide the claimant with updates of any developments affecting the outcome of the claim within ten business days of the development. When additional documentation or clarification is required from the claimant, the claimant must be advised of this as soon as required and, if necessary, issued with a reminder on paper or on another durable medium.	Suggested update: **Claims Handling Procedure** (1) An insurance undertaking shall establish, maintain and adhere to a procedure for the effective and proper handling of claims. (2) The procedure referred to in paragraph (1) shall, at a minimum, provide for the following: ... (g) (h) the insurance undertaking shall, while the claim is being processed, provide the claimant with updates of any developments concerning the outcome of the claim within ten working days of learning of the developments.
Reg 357(2)	**Engagement of loss adjustor or expert appraiser** (1) Where an insurance undertaking engages the services of a loss adjustor or an expert appraiser, or both, for the purposes of assisting in the processing of a claimant's claim, it shall provide that claimant with the contact details of the person engaged. (2) When an insurance undertaking provides a claimant with contact details for the purposes of paragraph (1), the insurance undertaking shall, at the same time, notify the claimant on paper or on another durable medium that the person engaged acts in the interest of the insurance undertaking and such notification shall include an explanation of the function of the person engaged.	There is now an additional requirement to provide a written explanation of the function of the person engaged. This removes the flexibility of the firm to inform the consumer in the most appropriate method.	**Consumer Protection Code 2012** **7.9** Where a regulated entity engages the services of a loss adjustor and/or expert appraiser it must notify the claimant of the contact details of the loss adjustor and/or expert appraiser it has appointed to assist in the processing of the claim and that such loss adjuster and/or expert appraiser acts in the interest of the regulated entity and the regulated entity must maintain a record of this notification.	Suggested Update: Engagement of loss adjustor or expert appraiser (1) Where an insurance undertaking engages the services of a loss adjustor or an expert appraiser, or both, for the purposes of assisting in the processing of a claimant's claim, it shall provide that claimant with the contact details of the person engaged. (2) When an insurance undertaking provides a claimant with contact details for the purposes of paragraph (1), the insurance undertaking shall, at the same time, notify the claimant ~~on paper or on another durable medium~~ that the person engaged acts in the interest of the insurance undertaking and such notification shall include an explanation of the function of the person engaged. Additionally, Expert Appraiser definition in CPC guidance 2012 is not included in CBI proposals. Recommended that it should be included in definitions.
Reg 358	**Notification that a claimant may appoint a loss assessor** Within 5 working days of an insurance undertaking receiving notice of a motor insurance, property insurance, or other claim, the insurance undertaking shall, where relevant to the type of claim, notify the claimant on paper or on another durable medium that the claimant may appoint a loss assessor to act in the claimant's interests but that any such appointment will be at the claimant's expense.	There are concerns that this decreases both the timescale and introduces a requirements for an update to be provided on paper or another durable medium. The introduction of 5 working days where there was no timeline is unnecessary, unwarranted, onerous and creates a significant additional burden in managing tracking and evidencing.	**Consumer Protection Code 2012** **7.10** In the case of motor insurance and property insurance claims, and other claims where relevant, the regulated entity must notify the claimant that the claimant may appoint a loss assessor to act in their interests but that any such appointment will be at the claimant's expense and the regulated entity must maintain a record of this notification.	Suggested Update: **Notification that a claimant may appoint a loss assessor** Within a reasonable timeframe ~~5 working days~~ of an insurance undertaking receiving notice of a motor insurance, property insurance, or other claim, the insurance undertaking shall, where relevant to the type of claim, notify the claimant ~~on paper or on another durable medium~~ that the claimant may appoint a loss assessor to act in the claimant's interests but that any such appointment will be at the claimant's expense.

Reg 364(1)	**Claims** (1) Within 5 working days of making a decision in respect of a claim, an insurance undertaking shall inform the claimant of the following, on paper or on another durable medium: (a) the outcome of its investigation of the claim; (b) where applicable, the terms of any claim settlement offer; (c) where the insurance undertaking has decided to decline the claim, the reasons for this decision; (d) any appeals mechanism provided by the insurance undertaking in respect of the decision made.	The current code provides 10 days and this has now been reduced to 5 days. Five days is too short a time for firms. Additionally, it is unclear why all the timelines are been reduced and what benefit the CBI believes this will have for consumers, or what risk is being mitigated here. Concerns that this section decreased the timescales to respond and introduces additional requirements.	**Consumer Protection Code 2012** **7.16** A regulated entity must, within ten business days of making a decision in respect of a claim, inform the claimant, on paper or on another durable medium, of the outcome of the investigation explaining the terms of any offer of settlement. When making an offer of settlement, the regulated entity must ensure that the following conditions have been satisfied: a) the insured event has been proven, or accepted by the regulated entity; b) all specified documentation has been received by the regulated entity from the claimant; and c) the entitlement of the claimant to receive payment under the policy has been established.	Suggested wording: **Claims** (1) Within ten working days of making a decision in respect of a claim, an insurance undertaking shall inform the claimant of the following, on paper or on another durable medium: (a) the outcome of its investigation of the claim; (b) where applicable, the terms of any claim settlement offer; (c) where the insurance undertaking has decided to decline the claim, the reasons for this decision; (d) any appeals mechanism provided by the insurance undertaking in respect of the decision made.
Reg 374	**Warning statement and information on periodic suitability assessments to be provided in respect of certain investment products** (1) Where a regulated financial service provider recommends an investment product falling within paragraph (a) of the definition of "investment product" to a consumer, the regulated financial service provider shall, prior to the conclusion of a contract for that investment product, inform the consumer - (a) whether the regulated financial service provider will provide the consumer with a periodic assessment of the suitability of the investment product recommended to that consumer, (b) where applicable, the steps that the regulated financial service provider will take to periodically assess whether the investment product remains suitable for the consumer and the frequency with which the assessment will be carried out, and (c) any services that the regulated financial service	It is unclear what products are in scope. Issues around the periodic assessment. The wording 'provide' in reg 374(1)(a) is problematic. The periodic assessment cannot be forced on a customers, but rather needs to be offered. This warning does not apply to IBIPs - contradicts the Dear CEO Letter. We note that Reg 374 (1) and (2)relate to the RFSP making a recommendation (Broker/intermediary). Where as 374 (4) applies to the product manufacturer - the warning is something the product manufacturer would generate as part of the application forms. Is there a distinction between the role of the advisor and manufacturer in the provision of periodic assessments?	New Regulation	Suggested Update: **Warning statement and information on periodic suitability assessments to be provided in respect of certain investment products** (1) Where a regulated financial service provider recommends an investment product falling within paragraph (a) of the definition of "investment product" to a consumer, the regulated financial service provider shall, prior to the conclusion of a contract for that investment product, inform the consumer - (a) whether the regulated financial service provider will offer provide the consumer with a periodic assessment of the suitability of the investment product recommended to that consumer, (b) where applicable, the steps that the regulated financial service provider will take to periodically assess whether the investment product remains suitable for the consumer and the frequency with which the assessment will be carried out, and (c) any services that the regulated financial service
Reg 382	**Warning statement regarding return on investment** A regulated financial service provider shall ensure that an advertisement for an investment product where a consumer's return on their investment may not include the full amount of their capital invested contains the following warning statement: "Warning: If you invest in this product, you may lose some, or all, of the money you invest."	Commas have been introduced in the sentence.	**Consumer Protection Code 2012** **9.32** A regulated entity must ensure that an advertisement for a product where the consumer may not get back 100% of the initial capital invested contains the following warning statement: Warning: If you invest in this product you may lose some or all of the money you invest.	This is an unintended minor changes that will have a material impact and it is recommended that this is changed back to original wording.
Reg 394	**Warning statement where income can fluctuate** A regulated financial service provider shall ensure that where an investment product is described in an advertisement as potentially yielding income or as suitable for a consumer seeking income, and the income arising with respect to that investment or as suitable for a consumer seeking income, and the income arising with respect to that investment product may fluctuate, the advertisement contains the following warning statement: "Warning: The income you earn form this investment may go down as well as up."	The word "get" has been replaced by the word "earn".	**Consumer Protection Code 2012** **9.44** A regulated entity must ensure that where a product that is the subject of an advertisement is described as being likely to yield income or as being suitable for a consumer particularly seeking income, and where the income from such product can fluctuate, the advertisement contains the following warning statement: Warning: The income you get from this investment may go down as well as up.	This is an unintended minor changes that will have a material impact and it is recommended that this is changed back to original wording.

Further Clarity Required

Reg 15(13)	**Knowing the consumer - information to be gathered and recorded** (13) A regulated financial service provider shall endeavour to ensure that a consumer certifies the accuracy of the information that it has provided to the regulated financial service provider pursuant to paragraphs (1) to (10).	A RFSP shall endeavour to ensure a consumer certifies information. Certification generally considered in writing. Currently in the market there are a number of insurers that do not require a signed application form/SOF as part of policy inception process. If the CBI intends for all SOF to be certified, this would represent a significant process shift.	**Consumer Protection Code 2012** **5.5** A regulated entity must endeavour to have the consumer certify the accuracy of the information it has provided to the regulated entity.	Can further clarification be provided on the CBIs expectation in respect of how insurers must ensure consumers certify the information
Reg 16	**Assessing and Ensuring Suitability** (1) A regulated financial service provider shall assess the suitability of a financial service for a consumer in accordance with this Regulation. (2) When assessing the suitability of a financial service for a consumer, the regulated financial service provider shall assess and document whether, on the basis of the information gathered in accordance with Regulation 15(1) to (10), excluding information on sustainability preferences with regard to the financial service - (a)	This regulation now specifies what the suitability assessment must document information including; how the product meets that consumer's needs and objectives and whether there is a more suitable product available, that the consumer - is likely to be able to meet the financial commitment associated with the product on an ongoing basis, is financially able to bear any risks attaching to the product, and the product is consistent with the consumer's attitude to risk.	**Consumer Protection Code 2012** **5.16** When assessing the suitability of a product or service for a consumer, the regulated entity must, at a minimum, consider and document whether, on the basis of the information gathered under Provision 5.1 and 5.3: a) the product or service meets that consumer's needs and objectives; b) the consumer; i) is likely to be able to meet that consumer's needs and objectives; ii) is financially able to bear any risks attaching to the product or service; c) in the case of credit products, a personal consumer has the ability to repay the debt in the manner required under the credit agreement, on the basis of the outcome of the assessment of affordability; and d) the product or service is consistent with the consumer's attitude to risk. **5.17** A regulated entity must ensure that any product or service offered to a consumer is suitable to that consumer, having regard to the facts disclosed by the consumer and other relevant facts about that consumer of which the regulated entity is aware. The following additional requirements apply: a) where a regulated entity offers a selection of product options to the consumer, the product options contained in the selection must represent the most suitable from the range available from the regulated entity; and b) where a regulated entity recommends a product to a consumer, the recommended product must be the most suitable product for that consumer.	Clarification is needed for requirements relating to sustainability preferences Clarification also needed as to whether this includes general insurance or apply to investment products only.
Reg 17(3)-(5)	**Statement of suitability to be provided** (3) The reasons set out in the statement of suitability shall apply the information gathered under Regulation 15(1) to (10), where applicable, excluding information on any sustainability preferences with regard to the financial service, to explain to the consumer how the financial service offered or recommended meets, where relevant, the consumer's - (a) needs and objectives, (b) personal circumstances, and (c) financial situation; (4) The statement of suitability shall include an outline of how each of the following is aligned with the consumer's attitude to risk, where relevant: (a) the risk profile of the product; (b) the nature, extent and limitations of any guarantee attached to the product. (5) The statement of suitability shall identify where a financial service set out in the statement of suitability meets any sustainability preferences gathered from the consumer in accordance with Regulation 16.	Ambiguity with respect of the requirement to reference sustainability preference in the SOS	N/A	Clarification required here with exclusion of sustainability preference from (3) but inclusion at (5). Is it the bank intention what reason why a product is considered most suitable for customer does not need to consider the customers sustainability preference. However the SOF must still set out if the product does meet sustainability preference.

Reg 30(1)	**Ongoing remuneration from product producers – intermediaries to disclose information** 30. (1) Where remuneration is receivable by an intermediary from a product producer on an ongoing basis in respect of a financial service, the intermediary shall disclose to a consumer the basis on which the product producer is providing such remuneration to the intermediary and the nature of the service to be provided to the consumer in respect of this remuneration. (2) The disclosure referred to in paragraph (1) shall be – (a) made prior to the provision of a financial service by an intermediary to the consumer, (b) made on paper or on another durable medium, and (c) specially brought to the attention of the consumer.	Change in existing requirements from simply providing the "the nature of the service to be provided in respect of remuneration" to also include "basis on which the basis on which the product producer is providing such remuneration.	**Consumer Protection Code 2012** **4.58** Where remuneration is to be received by an intermediary from a product producer on an ongoing basis in respect of a product or service, the intermediary must disclose to the consumer on paper or on another durable medium, prior to the provision of that product or service, the nature of the service to be provided to the consumer in respect of this remuneration.	Clarify would be welcome on the distinction between the two or example of the level of information expected.
Reg 40	**Guidance on use and navigation of digital platforms** (1) Where a regulated financial service provider is engaging with a consumer by means of a digital platform, for the purposes of providing the consumer with a financial service, the regulated financial service provider shall give clear and effective step-by-step guidance to consumers on how to use and navigate the digital platform. (2) A regulated financial service provider shall ensure that a means of accessing the guidance given on digital referred to in paragraph (1) is displayed prominently on that digital platform at all times.	Specific guides or help icons? If the digital platform is designed for use by a consumer without requiring specialist knowledge and is easy to use, understand and navigate, in accordance with Regulation 38, then the inclusion of help text icons displayed prominently throughout the digital journey should be sufficient to give guidance to the consumer.		Clarification needed on the difference between regulation 40 and regulation 38.
Reg 49	**Technical Terms** A regulated financial service provider shall ensure that all information that it provides to a consumer explains any technical terms, the use of which cannot be avoided, in plain language, where first use or in a clearly referenced glossary.	What is plain language and how does the legalistic wording of the statements meet this?	**Consumer Protection Code 2012** **4.1** A regulated entity must ensure that all information it provides to a consumer is clear, accurate, up to date, and written in plain English.	Clarity is needed on what constitutes plain language to ensure firms have legal certainty on this Sometimes firms need freedom to apply "average consumer" rationale to the nature of the products and services they provide and can identify the language they need to use appropriately without a constraining definition of 'plain English'.
Reg 61	**All key information to be provided** 61. (1) Prior to offering, recommending, arranging or providing a financial service, a regulated financial service provider shall provide to the consumer all key information about the financial service concerned to assist the consumer in understanding the financial service. (2) Without prejudice to the generality of paragraph (1), the key information shall include – (a) a statement as to whether there will be a right to cancel or withdraw from the contract for the provision of the financial service concerned, or that there will be no such right, as the case may be, and (b) if there will be a right to cancel or withdraw from the contract for the provision of the financial service concerned- (i) the terms that will apply to that right, including the period during which that right must be exercised, and (ii) instructions on how the consumer can exercise that right. (3) For the purposes of paragraph (1), the information shall be provided on paper or on another durable medium. (4) Paragraphs (1) to (3) do not apply to the extent that the contract for the provision of the financial service concerned is a distance contract for the supply of a financial service under the Distance Marketing Regulations.	Existing requirements of F&B have generally been replaced by industry with IPID document required to be issued under IDR. -this provides information of what is insured and not insured etc and also includes a section on how a consumer cancels. Clarity should be provided on whether it is Bank view that IPID, where it provides information in Part 2 and all other key information as determined by the consumer whether existing document IPID, is deemed sufficient to meet this requirement or if intended that a separate document be issued. In case of the later query the value to the consumer of providing an additional documentation which contains the same or similar information in terms of concept of informing effectively. Where CBI agree that IPID is sufficient and if firm identify that further information is required in respect of part 1, is satisfied that templates can be extended beyond the recommended two pages provided rational for the same is maintained. The proposed wording suggests that requirements if (1) - (3) do not apply in their entirety in respect of where contract is a distance contract under DMR.	**Consumer Protection Code 2012** **4.21** Prior to offering, recommending, arranging or providing a product, a regulated entity must provide information, on paper or on another durable medium, to the consumer about the main features and restrictions of the product to assist the consumer in understanding the product. To the extent that the contract for the provision of the product is a distance contract for the supply of a financial service under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004, the Regulations apply in place of the requirement set out in the first sentence of this provision.	Confirmation that an issuing of IPID under IDR which includes information in terms of what is insured not insured etc and how do I cancel as required under part 2 is deemed sufficient to meet this requirement. Confirmation required whether it is intended as written that requirement to provide key information including cancellation in writing does not apply where contract under DMR as opposed to existing regulation which specified that the first line of requirement i.e. prior to offering, recommending or arranging, does not apply.
Reg 71(2)	**Consumers to be notified regarding increases and decreases in charges** (2) A regulated financial service provider shall notify consumers of any decrease in charges as soon as practicable.	Regulation specifies the RFSPs are required to notify consumers of any decrease in charges "as soon as practicable".	**Consumer Protection Code 2012** **6.18** A regulated entity must: a) notify affected consumers of increases in charges, specifying the old and new charge, or the introduction of any new charges, at least 30 days prior to the change taking effect; and b) where charges are accumulated and applied periodically to accounts, notify consumers at least 10 business days prior to deduction of charges and give each consumer a breakdown of such charges, except where charges total an amount of €10 or less.	Not called out in the consultation. More guidance required.
Reg 78(1)-(2)	**Hyperlinks linking to information permitted under certain conditions** 78. (1) A regulated financial service provider may include a hyperlink, within an advertisement, linking to information that forms part of the advertisement, where the information given in the advertisement that is not linked in this manner only specifies either or both of the following: (a) the name of the financial service; (b) an invitation to consumers to discuss the financial service in more detail with the regulated financial service provider. (2) The hyperlink referred to in paragraph (1) shall - (a) be displayed prominently within the advertisement, (b) link to all of the information that the regulated financial service provider is required by this Chapter to provide, and (c) link directly to the information on a single webpage of the regulated financial service provider's website.	Ambiguity in the wording exists. Clarity is required that it is only where RFSP does not use a hyperlink that it can only use the name of the financial service, or invitation to consumer to discuss the financial service in more detail. Where the RFSP makes reference to offer or cover in for example a display or social media add, it can do so without need to include all key information and qualifying criteria provided this information is included as a hyperlink to a single webpage where all information is provided.	New Regulation Guidance 3.7.4 "Application of these requirements (key information and qualifying criteria)of the Code to online advertisements including social media advertising Our guidance in this regard is that all key information and qualifying criteria relating to the advertised product or service should be available on a product specific webpage linked directly from the online/social media webpage in order to meet the requirements of provision 9.6 and 9.7 of the Code.	Review of the wording to clarify bank meeting and confirmation that information contained in guidance 3.7.4 this applies.
Reg 81	**Advertisement to identify that it is an advertisement** A regulated financial service provider shall ensure when publishing an advertisement that its name, including any company name and trading name, is clearly specified in all advertisements.	Unclear whether is applies to all advertisements including, for example, television. Change in requirement from presented in way that makes it clear it is an advertisement to now identifying that it is an advertisement. Nature of financial service advertisement by very design ensure that average person can reasonably expected to know that it is an advertisement in respect of RFSP or a financial service, this requirement to now identify that it is an advertisement in all advertisement does not add value to customer but may result in other relevant information not being able to be included in respect of timeframe or wordcount permissible in respect of radio or tv ads respectively. Where concern exists in respect of some sort of advertisements e.g. Where concern that a post or blogs or videos with TPs or influencers may not be clear that it is an advertisement that provision should specify the scenarios where it is required.	**Consumer Protection Code 2012** **9.5** A regulated entity must ensure that an advertisement is designed and presented so that any consumer can reasonably be expected to know immediately that it is an advertisement.	Does this now apply to all advertisements, for example, television? Can the CBI clarify what this means in practical terms, for example, does every advertisement have to state 'this is an advertisement'. Does the CBI intend to update existing Advertising guidance 2013 or is the guidance information in this document still relevant to the advertising provisions in the proposed provision on the new CPC?
Reg 82(c)	**Requirements relating to key information, advertising benefits, and use of small print and footnotes** A regulated financial service provider shall ensure each of the following in respect of information provided by way of advertisement: ... (c) if the benefits of an advertised financial service are specified in the advertisement, the risks attached to the advertised financial service are also specified and, where those risks are specified in print, in a font size that is at least equal to the predominant font size used throughout the advertisement.	There is confusion as to whether this means that benefits and risks have to be included and are the requirements the same for every channel. Example: the provision mentions 'in print'.	**Consumer Protection Code 2012** **9.6** A regulated entity must ensure that: a) key information, in relation to the advertised product or service, is prominent and is not obscured or disguised in any way by the content, design or format of the advertisement; and b) small print or footnotes are only used to supplement or elaborate on the key information in the main body of the advertisement and must be of sufficient size and prominence to be clearly legible.	Does this mean that benefits and risk have to be included and are the requirements the same for every channel, for example, the provision mentions 'in print'.
Reg 98	**Robust governance arrangements required for errors handling** 98. (1) A regulated financial service provider shall have in place robust governance arrangements, including written procedures, for the appropriate and effective handling of errors that affect consumers. (2) The arrangements referred to in paragraph (1) shall include the following: (a) at a minimum, provision for - (i) identification of the cause and potential impact of the error on consumers, (ii) identification of all potentially affected consumers, (iii) the timely detection, classification and urgent escalation to the board of directors, or the entity or persons controlling the regulated financial service provider, of errors of such scale and significance as would reasonably be termed significant errors that affect consumers, and of a nature that such management ought to be made aware of, and (iv) proper control of the correction process; (b) arrangements for the proper oversight of the handling of errors; (c) analysis at the appropriate level of the rate of occurrence and patterns of errors, to include the causes of same, on a regular basis and, in that regard, at least once every 6 months; (d) arrangements within the regulated financial service provider for reporting to the compliance or risk function of the regulated financial service provider, or any other relevant function of the regulated financial service provider as required, as well as to the board of directors, or the entity or persons controlling the regulated financial service provider, of aggregated information on the number of errors handled and the number of such errors that have been resolved, and on the analysis referred to in subparagraph (c).	It is unclear what, if any, expectations there is of the Board on receipt of such information. While principle-based, clear guidance on what the Bank consider of scale and significant as would reasonable be termed significant is required. The provision also requires that urgent escalation to Board of Directors... of errors of a nature that management ought to be aware off. It is not clear what if any obligation or expectation there is of the board if simply something they need to be made aware of but no action required. If notification requirement only could this be completed per normal board cycle rather than urgent escalation.	**Consumer Protection Code 2012** **10.1** A regulated entity must have written procedures in place for the effective handling of errors which affect consumers. At a minimum, these procedures must provide for the following: a) the identification of the cause of the error; b) the identification of all affected consumers; c) the appropriate analysis of the patterns of the errors, including investigation as to whether or not it was an isolated error; d) proper control of the correction process; and e) escalation of errors to compliance/risk functions and senior management	Clarity would be welcome on the expectations of the Board in respect of this provision. Additionally, it is suggested that the Central Bank provide examples of the type of errors that they have seen that would expect notification to the Board. Guidance by way of example at industry level of what bank consider reasonably significant would be useful to ensure that firm meet the expectation of the bank. Clarity required in terms of what is if any obligation of expectation of board members. If none and this is notification only could wording be amended to escalation to the Board instead of urgent escalation this will ensure that information can be provided at right time and right way where relevant information is known to ensure informing them effectively. Guidance by way of example at industry level of what bank consider reasonably significant would be useful to ensure that firm meet the expectation of the bank.
Reg 129	**Information to be provided and obtained prior to opening joint account for consumers** 129. Prior to opening a joint account for 2 or more consumers, a regulated financial service provider shall - (a) warn each of the consumers as to the legal and practical implications for a party to a joint account in opening and operating such an account as compared with an account for a sole account holder; (b) inform each of the consumers of the particular operations of the account for which consent is and is not required from all account holders; (c) ascertain agreed instructions from the consumers as to whether they wish each of the joint account holders to be provided with statements, and (d) ascertain agreed instructions from the consumers as to whether they wish to impose any limitations on the operations of the account.	While the use of the word account and statement would suggest that the intention is to apply requirement to RFSP relating to banking or other credit institutions clarity is sought as the requirement is recorded under general conduct standard as opposed to industry specific obligations set out at Part 3.	**Consumer Protection Code 2012** **3.13** Prior to opening a joint account for two or more personal consumers, a regulated entity must: a) warn each personal consumer of the consequences of opening and operating such a joint account; b) specify the particular operations of the account for which consent is and is not required from all account holders; c) ascertain from the personal consumers whether statements are to be provided separately to each of the joint account holders; and d) ascertain from the personal consumers any limitations that they wish to impose on the operations of the account.	Central Bank need to clarify the intended application of this provision

Reg 130(a)	**Exclusion and restriction of duties and liabilities to be avoided** When providing regulated activities to a consumer, a regulated financial service provider shall not, in any communication or agreement with a consumer, expect where permitted by applicable law, exclude or restrict, or seek to exclude or restrict - (a) any legal liability or duty of care to a consumer which it has under these Regulations or other financial services legislation. ...	Some confusion around 'other financial service legislation' requirement	**Consumer Protection Code 2012** **3.8** A regulated entity must not, in any communication or agreement with a consumer (except where permitted by applicable legislation), include or restrict, or seek to exclude or restrict: a) any legal liability or duty of care to a consumer which it has under applicable law or under this Code; ...	Clarity would be welcome on this requirement
Reg 333	**Information to be provided about disclosure obligations** 333. (1) Where a consumer is completing a proposal form for an insurance policy, an insurance undertaking or insurance intermediary shall notify the consumer, on paper or on another durable medium, of the possible consequences for the consumer of failing to comply with the duty of disclosure applicable to that consumer. (2) The notification referred to in paragraph (1) shall include the following consequences, as applicable: (a) that a policy may be cancelled; (b) that claims may not be paid; (c) that the consumer may encounter difficulty in trying to purchase insurance elsewhere; (d) in the case of property insurance, that the failure to have property insurance in place, including by way of cancellation, could lead to a breach of the terms and conditions attaching to any loan secured on that property.	In the insurance industry the term proposal form is generally linked with an application form which must be signed by the consumer in order to bind cover. A statement of fact is commonly used where entry to a contract does not require the completion of a signed application. To avoid any ambiguity clarification is sought in respect of whether requirement applies in respect of completion of signed proposal form only or completion of signed proposal form or review of statement of fact. In the case of latter it is recommended that existing wording is maintained to reference to proposal form removed or replaced with insurance application.	**Consumer Protection Code 2012** **4.35** A regulated entity must explain to a consumer, at the proposal stage, the consequences for the consumer of failure to make full disclosure of relevant facts, including: a) the consumer's medical details or history; and b) previous insurance claims made by the consumer for the type of insurance sought. The explanation must include, where relevant, i) that a policy may be cancelled; ii) that claims may not be paid; iii) the difficulty the consumer may encounter in trying to purchase insurance elsewhere; and, iv) in the case of property insurance, that the 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.	To avoid any ambiguity clarification is sought of intended application of requirements. Where application to all insurance applications, this terminology is used.
Reg 340	**Consent to be obtained for follow up telephone communication in respect of an insurance quotation provided on a digital platform** (1) Notwithstanding Regulations 111 and 112, when an insurance undertaking or insurance intermediary provides an insurance quotation to a consumer on a digital platform or via a website, the insurance undertaking or insurance intermediary shall not make follow up oral communication by means of telephone call for the purposes of discussing the insurance quotation unless the consumer has provided his or her consent to it doing so during the quotation process.	Does the requirement for telephone communication where a quote has been received via a digital platform apply where the consumer has provided wider marketing consent? Additionally, if the consent is provided but the customer has opted-out for market contact.	New regulation	Clarity is needed on this regulation
Reg 363	**Claim settlement offer to represent best estimate of a claimant's reasonable entitlement** (1) An insurance undertaking shall ensure that an claim settlement offer made to a claimant represents its best estimate of the claimant's reasonable entitlement. (2) In determining that any claim settlement offer made to a claimant is its best estimate of the claimant's reasonable entitlement, an insurance undertaking shall take into account all relevant factors, including the following: (a) any evidence submitted by the claimant, or any third party acting on his or her behalf, to support the value of the claim; (b) any evidence made known to the insurance undertaking by a third party or evidence that should be reasonably available to the insurance undertaking; (c) the procedures used by the insurance undertaking in determining the monetary amount of compensation offered. (3) This Regulation does not apply to a claimant falling within paragraph (b) of the definition of "claimant" where liability is not agreed.	Now specifies factors that must be taken into account when RSFPs are determining a claim settlement offer, including evidence submitted to support the value of the claim, any evidence made known to us by a third party or which should be reasonably available to us the procedures used by us in determining the monetary amount of compensation offered. It is not clear what the CBI are looking for here. In particular part (c).	Not called out in the consultation	Clarity is needed on this regulation
Reg 365	**Minimum period for acceptance or rejection of a claim settlement offer** (1) An insurance undertaking shall allow a claimant at least 10 working days to accept or reject a claim settlement offer unless this right is waived by the claimant. (2) Where a claimant waives this right as provided for in paragraph (1), the insurance undertaking shall retain a record of the claimant's decision. (3) This Regulation does not apply in the case of surrender or encashment of insurance-based investment products or to claims on policies falling within paragraph (b) of the definition of "protection policies" where the settlement amount is set out in the policy's terms and conditions.	Clarification is needed that this regulation does not relate to third party claimants.	N/A	In relation to reg 365(1) it does not appear that the intention is for this regulation to apply where the settlement has been reached as part of a formal legal process e.g. settlement is reached in legal proceedings, or settlement is agreed/mandated by order. Therefore, can clarity be provided that this regulation does not apply in those situations. Clarity needed that this regulation does not apply to a claimant falling within paragraph (b) of the definition of "claimant" where liability is not agreed.
Reg 368(1)	**Information concerning settlement where a consumer policyholder is not the beneficiary** (1) Where a policy holder who is a consumer is not the beneficiary of a settlement, the insurance undertaking shall advise the policy holder at the time that settlement is made, on paper or on another durable medium, of the following: (a) subject to paragraph (2), the amount for which the claim has been settled and the reason or reasons for its being settled; (b) where applicable, that the settlement of the claim will affect future insurance contracts entered into by the policyholder of the type that was the subject of the settlement.	Insurance undertaking to publish details of appeals mechanisms - this regulation introduced further additional requirements in (a) to provide the amount of the claim. There is a new additional to provide reason for the settlement. The current CPC wording requires more generic details. In reality, the policyholder will already be aware of the reasons and there this is in effect duplicating the provision of information to the policyholder. Unclear what the reason is for this change and what the intention with the CICA cross-reference here.	**Consumer Protection Code 2012** **7.21** Where the policyholder who is a consumer is not the beneficiary of the settlement the policyholder must be advised, on paper or on another durable medium, by the regulated entity, at the time that settlement is made, of the final outcome of the claim including the details of the settlement. Where applicable, the policyholder must be informed that the settlement of the claim will affect future insurance contracts of that type.	Rationale of the proposals and more details on expectation required - should the CICA requirements align with this?
Reg 370 & Reg 371	**Assessing and determining suitability of investment product transaction or series of such transactions** **Regulation 370** (1) For the purposes of Regulation 16, when assessing the suitability of an investment product transaction or series of investment product transactions, should a regulated financial service provider determine that the investment product transaction or series is not aligned with a consumer's attitude to risk, or financial situation, because of the frequency of such transactions or their amount, it shall determine that the investment product transaction or series is not suitable. (2) A regulated financial service provider shall advise a consumer of a determination referred to in paragraph (1) on paper or on another durable medium and shall advise the consumer not to proceed with the relevant investment product transaction or series. (3) If a regulated financial service provider has advised the consumer as referred to in paragraph (2), and the consumer instructs the regulated financial service provider to proceed with the relevant transaction or series, the regulated financial service provider shall make a contemporaneous record it has advised the consumer of its determination.	The 'Additional Suitability Requirement' of Regulation 370 and 'Information about Investment Products' in Regulation 371 do not provide clarity as to whether pension products and officially recognised pension schemes are in scope of the additional suitability requirements to include the periodic assessment of suitability.	N/A	The definition of "investment product" in the Conduct of Business Regulations (Regulation 2) differs from the definition of insurance-based investment products (IBIPs) in the European Union (Insurance Distribution) Regulations 2018 (IDR). We call for alignment of the definition of 'investment product' in subparagraph b) with the one in the IDR.
Reg 370 & Reg 371	**Information to be provided to consumers** **Regulation 371** Prior or offering, recommending, arranging or providing an investment product, a regulated financial service provider shall provide a consumer with information on, or in relation to, the following, where relevant: (a) capital security; (b) the risk that some or all of the investment may be lost; (c) leverage and its effects; (d) any limitation on the sale or disposal of the investment product; (e) any restriction on access to funds invested; (f) any restriction on the redemption of the investment product; (g) the impact, including the cost, of exiting the investment product early; (h) the minimum recommended investment period; (i) the risk that the estimated or anticipated return on the investment product may not be achieved; (j) the potential effects of volatility in price, fluctuation in interest rates, and movements in exchange rates on the value of the investment; (k) the identity of any guarantor and the level, nature, extent and limitations of its guarantee. (2) The information referred to paragraph (1) shall be provided in a stand-alone document, except where such information is already required to be disclosed in accordance the Life Assurance (Provision of Information) Regulations 2001 (S.I. No. 15 of 2001) or any other regulations made under Section 43D of the Insurance Act 1989 concerning provision of information for life assurance policies and where such information is disclosed to the consumer in a manner which complies with such Regulations. (3) This Regulation does not apply to a tracker bond.	The 'Additional Suitability Requirement' of Regulation 370 and 'Information about Investment Products' in Regulation 371 do not provide clarity as to whether pension products and officially recognised pension schemes are in scope of the additional suitability requirements to include the periodic assessment of suitability.	N/A	The IDR definition of IBIPs excludes pension products and officially recognised pension schemes whereas the definition of investment product in the Conduct of Business Regulations does not include the exclusions.

Reg 379(1)(h)	**Statement on Investment Products** (1) For each investment product held with it, a product producer shall, at least once every 12 months, provide to a consumer on paper or on another durable medium, a statement in respect of the previous 12 month period, which includes, where applicable, the following: ... (g) any charges and deductions affecting the investment product including any charges associated with the management, sale, set up and ongoing administration of the investment product; (h) the aggregate amount, expressed as a monetary amount, of the charges and deductions referred to in subparagraph (g).	Issue highlighted by member as one that could have a significant impact. There is confusion at to whether the aggregate amount is interpreted as the aggregate amount of the annual charge or the aggregate amount since inception. The aggregate amount since inception would be very difficult to do and from a consumer point of view, this would be misleading as it shows a large sum paid over a number of years. Currently, as drafted it is vague and may be interpreted as aggregate amount from the start. The other interpretation is that it includes all charges involved in servicing the product regardless of where they came from.	**Consumer Protection Code 2012** **6.16** For each investment product held with it, a regulated entity must, at least annually, provide to a consumer a statement in respect of the previous 12 month period, which includes, where applicable: ... g) all charges and deductions affecting the investment product including any charges associated with the management, sale, set up and ongoing administration of the investment product; and h) the closing balance or statement of the value of the investment.	Further clarification is needed on the regulation. This appears somewhat excessive and would be very difficult to do. It may also conflict with work under Value for Money work under Retail Investment Strategy.
Reg 105	**Form of complaints that shall be facilitated** A regulated financial service provider shall permit and facilitate submissions of in writing by post and by electronic means.	It in unclear what "electronic means".	N/A	Clarification on what is meant by electronic means would be welcome