SECTION 1

1. In page 3, to delete lines 10 to 18 and substitute the following:


—An tAire Airgeadais.

2. In page 3, to delete lines 19 to 29 and substitute the following:

“‘consumer’ has the meaning given to it by paragraph (a) of the definition of that expression (as it is defined in relation to a financial service) in section 2(1) of the Financial Services and Pensions Ombudsman Act 2017 but, for the purposes of this Act, that paragraph (a) shall apply as if references in it to ‘financial service’ and ‘financial service provider’ were construed, respectively, as references to “consumer insurance contract” and “insurer” within the meaning of this Act;”.

—An tAire Airgeadais.

3. In page 3, between lines 31 and 32, to insert the following:

“‘durable medium’ means 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;”.

—An tAire Airgeadais.

4. In page 4, to delete lines 4 to 6.

—An tAire Airgeadais.

5. In page 4, between lines 6 and 7, to insert the following:

“‘insurance intermediary’ has the meaning given to it by Regulation 2 of the European
SECTION 1

Union (Insurance Distribution) Regulations 2018 (S.I. No. 229 of 2018);”.

—An tAire Airgeadais.

6. In page 4, to delete lines 7 to 9 and substitute the following:

““insurer” means an insurance undertaking, that is to say, an insurance undertaking within the meaning of, as appropriate, Regulation 3 of the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015), Regulation 2 of the European Communities (Non-Life Insurance) Framework Regulations 1994 (S.I. No. 359 of 1994) or Regulation 2 of the European Communities (Life Assurance) Framework Regulations 1994 (S.I. No. 360 of 1994);”.

—An tAire Airgeadais.

7. In page 4, between lines 9 and 10, to insert the following:

““life insurance” has the meaning given to it by Regulation 3 of the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015);”.

—An tAire Airgeadais.

8. In page 4, between lines 10 and 11, to insert the following:

““non-life insurance” has the meaning given to it by Regulation 3 of the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015);”.

—An tAire Airgeadais.


—An tAire Airgeadais.

10. In page 4, to delete lines 14 to 16.

—An tAire Airgeadais.

SECTION 2

11. In page 4, lines 18 and 19, to delete all words from and including “(1) Except” in line 18 down to and including line 19 and substitute the following:

“(1) Except where otherwise provided, each provision of this Act applies to life and non-life contracts of insurance entered into, and variations to such contracts of insurance agreed, between an insurer and a consumer after the commencement of the provision concerned.”.

—An tAire Airgeadais.

12. In page 4, to delete lines 20 to 23 and substitute the following:

“(2) This Act does not alter or affect any rights or obligations concerning or arising from—

(a) a contract of reinsurance,

(b) a contract of insurance that falls within class 1(d), 4, 5, 6, 7, 11 or 12 referred to in Schedule 1 to the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015),

—An tAire Airgeadais.
(c) a contract of insurance involving a special purpose vehicle within the meaning of the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015), or

(d) the duties of the Motor Insurers’ Bureau of Ireland in the conduct of its activities in relation to sections 19 to 21.”.

—An tAire Airgeadais.

SECTION 3

13. In page 4, between lines 28 and 29, to insert the following:

“Amendment of Schedule 2 to Central Bank Act 1942

3. The Central Bank Act 1942 is amended in Part 1 of Schedule 2 by the insertion of the following:

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| 47 | No. ___ of 2019 | Consumer Insurance Contracts Act 2019 | Sections 8, 9, II and 14 |
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“.

—An tAire Airgeadais.

14. In page 4, between lines 28 and 29, to insert the following:

“Amendment of section 60 of Financial Services and Pensions Ombudsman Act 2017

4. Section 60 of the Financial Services and Pensions Ombudsman Act 2017 is amended by the insertion of the following subsections after subsection (4):

“(4A) (a) In paragraph (b) and subsections (4B) and (4C) “Act of 2019” means the Consumer Insurance Contracts Act 2019.

(b) Subsection (4B) is without prejudice to the generality of subsection (2) as it operates to enable the Ombudsman to make decisions by reference to, amongst other things, the enactments concerning the financial service concerned, including, as the case may be, the Act of 2019.

(4B) The provisions of section 22 of the Act of 2019 apply in relation to the power of the Ombudsman under subsection (4)(d) to direct the payment of compensation in a complaint involving a contract of insurance as they apply in relation to the power of a court of competent jurisdiction to make an award of damages in a claim under a contract of insurance.

(4C) The power under section 22 of the Act of 2019 shall not be exercised by the Ombudsman to an extent that such exercise would have the result that the total sum payable in respect of the complaint concerned
[SECTION 3]

exceeds the amount which, by way of compensation, the Ombudsman has jurisdiction to the direct payment of under this Act.”.”.

—An tAire Airgeadais.

15. In page 4, lines 31 and 32, to delete “, or any other requirements related to, a consumer insurance contract as set out in this Act” and substitute “a contract of insurance or any other requirements related to such a contract contained in this Act”.

—An tAire Airgeadais.

16. In page 4, to delete lines 33 and 34.

—An tAire Airgeadais.

SECTION 4
Section proposed to be deleted.

—An tAire Airgeadais.

SECTION 6

17. In page 5, line 19, to delete “consumer”.

—An tAire Airgeadais.

18. In page 5, line 21, after “disclosure” to insert “of a consumer”.

—An tAire Airgeadais.

19. In page 5, line 22, to delete “coming into force” and substitute “commencement”.

—An tAire Airgeadais.

20. In page 5, line 29, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.

21. In page 6, line 6, to delete “the following matters” and substitute “, amongst other matters, the following”.

—An tAire Airgeadais.

22. In page 6, line 11, after “agent” to insert “and the circumstances of that representation”.

—An tAire Airgeadais.


—An tAire Airgeadais.

24. In page 6, line 20, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.
SECTION 7

25. In page 6, lines 28 and 29, to delete all words from and including “(1) This” in line 28 down to and including line 29 and substitute the following:

“(1) This section provides for remedies that are proportionate to the effects of any misrepresentation on the interests of the insurer and the consumer by reference as to whether the misrepresentation was—

(a) innocent (that is, one that was neither negligent nor fraudulent),

(b) negligent, or

(c) fraudulent.”.

—An tAire Airgeadais.

26. In page 6, lines 37 and 38, to delete “not a deliberate or reckless misrepresentation” and substitute “one that was not fraudulent”.

—An tAire Airgeadais.

27. In page 7, line 21, after “consumer” to insert “(relative to the contract or the steps leading to its formation)”.

—An tAire Airgeadais.

SECTION 8

28. In page 7, between lines 22 and 23, to insert the following:

“Provision of information relevant to contract of insurance and interpretation of certain terms

8. (1) Within a reasonable time after concluding a contract of insurance, the insurer shall, where such is relevant to the particular contract, provide the consumer on paper or another durable medium with the completed application or proposal form.

(2) Where there is an ambiguity or doubt about the meaning of a term in any document referred to in subsection (1), the rule of law applicable to contracts of insurance, namely that the interpretation most favourable to the consumer, or beneficiary, as appropriate, shall prevail, applies.”.

—An tAire Airgeadais.

[Acceptance of this amendment involves the deletion of section 8 of the Bill.]

SECTION 10

29. In page 9, line 5, after “insurance” to insert the following:

“along with a schedule showing the premiums paid, claims paid out and other statistical data related to the record of the policyholder for the past five years where applicable”.

—Pearse Doherty.
[SECTION 10]

30. In page 9, between lines 35 and 36, to insert the following:

“(6) The Central Bank shall report on the addition of public liability insurance to the Non-Life Insurance (Provision of Information) (Renewal of Policy of Insurance) (Amendment) Regulations 2018 within one month of the passing of this Act.”.

—Pearse Doherty.

Section proposed to be deleted.

—An tAire Airgeadais.

SECTION 11

31. In page 9, line 37, to delete all words from and including “(1) Where” and in page 10, to delete lines 1 and 2 and substitute the following:

“(1) Where, in accordance with the contract, an insurer notifies a consumer that the insurer is cancelling a contract of insurance, the insurer shall repay to the consumer the balance of the premium for the unexpired term of the contract and provide to the consumer the reason or reasons for the cancellation.”.

—An tAire Airgeadais.

32. In page 10, to delete lines 3 to 5.

—An tAire Airgeadais.

SECTION 12

33. In page 10, line 17, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.

34. In page 10, line 18, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.

35. In page 10, line 22, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.

36. In page 10, line 31, to delete “cure” and substitute “remedy”.

—An tAire Airgeadais.

37. In page 10, line 33, to delete “15 days” and substitute “20 days”.

—An tAire Airgeadais.

38. In page 10, lines 33 and 34, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.
SECTION 14

39. In page 11, lines 24 and 25, to delete “, provided those terms comply with the requirements of section 17”.

—An tAire Airgeadais.

40. In page 11, to delete lines 29 to 37 and substitute the following:

“(4) Without prejudice to any other duties in this section and to an insurer’s right to make the final determination in relation to a claim, the insurer shall be under a duty to—

(a) handle promptly and fairly any claim made in relation to the contract of insurance (a “claim”),

(b) where it is not made by the consumer himself or herself, notify a consumer of a claim as soon as practicable after the insurer is informed of the claim,

(c) engage with the consumer as regards a claim, and such engagement shall include providing an opportunity to the consumer to submit to the insurer relevant evidence which could inform the insurer’s determination as regards the claim,

(d) where a claim has been settled or otherwise disposed of, inform the consumer of the amount for which it has been settled or otherwise disposed of and the reason or reasons for its being settled or so disposed of.

(5) A reference in subsection (4)(d) to a claim being otherwise disposed of includes a reference to a claim being disposed of by reason of liability, against the insurer, being established in legal or arbitral proceedings in respect of the matter or matters concerned but where the claim is disposed of in that manner the duty under subsection (4)(d) to inform the consumer of the reason for its being so disposed of may be discharged by referring the consumer to the judgment or arbitral award concerned.

(6) In relation to any claim made in relation to a contract of insurance (whether by the consumer or a third party), an insurer shall not, for the purpose referred to in subsection (7), fail to engage in a meaningful manner with the consumer or third party as respects correspondence on the matter (with the insurer) of the consumer or third party.

(7) The purpose referred to in subsection (6) is to dissuade the consumer or third party from exercising contractual rights in respect of the claim.”.

—An tAire Airgeadais.

41. In page 11, to delete lines 38 and 39.

—An tAire Airgeadais.

SECTION 15

42. In page 12, between lines 6 and 7, to insert the following:
“Limitations on deferring payment of claim until completion of works, etc., in case of property contracts

15. (1) In this section—

“claim settlement amount” means, in respect of a relevant claim—

(a) unless paragraph (b) applies, the amount that is payable under the relevant contract of insurance to the consumer in respect of damage to property, the subject of the claim, or

(b) an amount in respect of such damage that the insurer states to the consumer that—

(i) the insurer is willing to pay to the consumer, based on an estimate of the cost of the repair, replacement or re-instatement work involved, and

(ii) the payment of which (if the consumer agrees to such) will constitute the discharge of the insurer’s liability under the contract in respect of the claim;

“relevant claim” means a claim under a relevant contract of insurance in respect of damage to property covered by the contract;

“relevant contract of insurance” means a contract of insurance that provides insurance in respect of damage to property (whether in addition to other matters or not).

(2) This section applies to any provision of a relevant contract of insurance under which the insurer, in respect of a claim settlement amount, is not obliged to pay the full amount thereof unless and until the following conditions are satisfied, namely, the repair, replacement or re-instatement work involved has been completed and specified documentation, in respect of such work, has been furnished to the insurer.

(3) In relation to a provision to which this section applies—

(a) the provision shall be void unless, prior to the commencement of the relevant contract of insurance, the provision is brought to the consumer’s notice, on paper or on another durable medium, and in terms that are clear and unambiguous,

(b) notwithstanding that paragraph (a) is complied with but without prejudice to paragraph (c), the insurer shall not invoke the provision in respect of a relevant claim unless, at the time of the making of the claim, the provision is brought to the consumer’s notice on paper or on another durable medium, and

(c) the provision shall be construed and shall operate as being subject to the following limitation, namely, the amount of the claim settlement amount, payment of which may be deferred to the time the conditions referred to in subsection (2) are satisfied, shall not exceed—

(i) 5 per cent of the claim settlement amount - in a case in which the claim settlement amount is less than €20,000,

(ii) 10 per cent of the claim settlement amount - in a case in which the claim settlement amount is €20,000 or more.”.

——An tAire Airgeadais.
SECTION 15

43. In page 12, lines 8 to 12, to delete all words from and including “(1) Where” in line 8 down to and including line 12.

—An tAire Airgeadais.

44. In page 12, line 23, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.

45. In page 12, lines 31 to 33, to delete all words from and including “Notwithstanding” in line 31 down to and including “where” in line 33 and substitute “Where”.

—An tAire Airgeadais.

SECTION 16

46. In page 13, line 12, to delete “consumer”.

—An tAire Airgeadais.

47. In page 13, line 13, to delete “coming into force” and substitute “commencement”.

—An tAire Airgeadais.

48. In page 13, line 21, to delete “coming into force” and substitute “commencement”.

—An tAire Airgeadais.

49. In page 13, line 25, to delete “a consumer” and substitute “an”.

—An tAire Airgeadais.

50. In page 13, line 32, to delete “consumer”.

—An tAire Airgeadais.

51. In page 13, line 40, to delete “consumer” and substitute “insurer”.

—An tAire Airgeadais.

SECTION 18

52. In page 15, lines 6 and 7, to delete “which the person may incur to a third party, and where” and substitute the following:

“that may be incurred by the person to a third party (and such a liability is incurred) then, where either of the following applies”.

—An tAire Airgeadais.

53. In page 15, line 11, to delete “liabilities” and substitute “liability”.

—An tAire Airgeadais.

54. In page 15, lines 18 and 19, to delete “in writing” and substitute “on paper or on another durable medium”.

—An tAire Airgeadais.
55. In page 15, between lines 32 and 33, to insert the following:

“(5) For the purposes of this section, a liability is established only if its existence and amount are established and, for that purpose, “establish” means establish—

(a) by virtue of a declaration under section 19*,

(b) by judgment or decree,

(c) by an award in arbitral proceedings, or

(d) by an enforceable agreement.”.

—An tAire Airgeadais.

[*This is a reference to the section proposed to be inserted by amendment No. 58.]

56. In page 16, line 29, to delete “policy” and substitute “contract of insurance”.

—An tAire Airgeadais.

57. In page 16, to delete lines 36 to 41, and in page 17, to delete lines 1 to 5 and substitute the following:

“(a) in the case of an individual, the individual is adjudicated bankrupt or there is issued, or there comes into effect, in respect of him or her—

(i) a Debt Relief Notice,

(ii) a Debt Settlement Arrangement, or

(iii) a Personal Insolvency Arrangement,

(b) in the case of a corporate body, the winding up of the body commences or—

(i) an examiner is appointed to it under Part 10 of the Companies Act 2014, or

(ii) a receiver is appointed to property of the company,

or

(c) in the case of a partnership, the dissolution of the partnership commences.”.

—An tAire Airgeadais.

SECTION 19

58. In page 17, between lines 19 and 20, to insert the following:

“Supplemental provisions in relation to section 18

19. (1) This section applies where a person claims that the person is a person (the “third party”) in whom the rights (against the insurer) of the other person referred to in subsection (1) of section 18 (the “insured”) have been vested under that subsection.

(2) Where this section applies and the third party has not yet established the insured’s liability which is insured under the contract of insurance concerned, the third party may bring proceedings in the appropriate court against the insurer for either or both of the following—
(a) a declaration as to the insured’s liability to the third party,
(b) a declaration as to the insurer’s potential liability to the third party.

(3) In such proceedings the third party is entitled, subject to any defence on which the insurer may rely, to a declaration under subsection (2)(a) or (b) on proof of the insured’s liability to the third party or (as the case may be) the insurer’s potential liability to the third party.

(4) Where proceedings are brought under subsection (2)(a) the insurer may rely on any defence on which the insured could rely if those proceedings were proceedings brought against the insured in respect of the insured’s liability to the third party.

(5) Where the court makes a declaration under this section, the effect of which is that the insurer is liable to the third party, the court may give the appropriate judgment against the insurer.

(6) When bringing proceedings under subsection (2)(a), the third party may also make the insured a defendant to those proceedings.

(7) If (but only if) the insured is a defendant to proceedings under this section (whether by virtue of subsection (6) or otherwise), a declaration under subsection (2) binds the insured as well as the insurer.

(8) In this section—
(a) “appropriate court”, without prejudice to subsection (9)(c), means—

(i) in a case in which the Circuit Court would have jurisdiction in the proceedings concerned were—

(I) the proceedings to be treated as an action founded on tort, and

(II) the monetary amount for which the liability, as referred to in subsection (2)(a) or (b), is sought to be established in the proceedings to be treated as an amount of damages sought to be recovered in such an action,

the Circuit Court,

(ii) in a case in which the District Court would have jurisdiction in the matter if each of the matters referred to in clause (I) and clause (II) of subparagraph (i) were to be treated as described in that clause (I) and clause (II), respectively, the District Court,

(iii) in any case, the High Court,

and subsection (9) supplements this paragraph;

(b) references to the insurer’s potential liability to the third party are references to the insurer’s liability in respect of the insured’s liability to the third party, if established.

(9) (a) References in subsection (8)(a), so far it applies to the Circuit Court, to an action founded on tort shall be construed as references to an action founded on tort that is not a personal injuries action within the meaning of the Civil Liability and
Courts Act 2004 but that exclusion—

(i) is for the purpose of the application to subsection (8)(a) of any enactment that specifies different jurisdictional limits, in respect of the Circuit Court, in actions founded on tort depending on whether the actions are or are not personal injuries actions (within the foregoing meaning), and

(ii) does not limit the types of wrong (within the meaning of the Civil Liability Act 1961), liability in respect of which may be the subject of a declaration by the Circuit Court under subsection (2).

(b) Subsection (8)(a)(ii) operates to confer power on the District Court to make a declaration referred to in subsection (2)(a) or (b) notwithstanding that there is not vested in the District Court, by the Courts of Justice Acts 1924 to 2014 or any other enactment, any general power to grant declaratory relief.

(c) Any enactment that provides means whereby the parties to a cause or proceedings may consent to the Circuit Court or the District Court, as the case may be, having jurisdiction, without restriction as to the monetary amount of the claim, in the cause or proceedings shall apply for the purposes of subsections (2) and (8) as it applies otherwise and where those means are duly used by the parties subsection (8)(a)(i) or (ii), as the case may be, shall be construed and have effect accordingly.”.

—An tAire Airgeadais.

59. In page 17, to delete lines 27 and 28 and substitute the following:

“(i) the consumer and the other person being members of the same family or being cohabitants, or”.

—An tAire Airgeadais.

60. In page 18, line 8, to delete “should” and substitute “shall”.

—An tAire Airgeadais.

61. In page 18, between lines 11 and 12, to insert the following:

“(3) In this section—

(a) the reference to persons being members of the same family shall be construed in accordance with the Employment Equality Act 1998;

(b) “cohabitant” has the meaning given to it by the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010.”.

—An tAire Airgeadais.

SECTION 21

62. In page 19, line 10, to delete “clearly informed the consumer in writing” and substitute the following:

“informed the consumer on paper or on another durable medium and in terms that are clear and unambiguous”.

12
[SECTION 21]

—An tAire Airgeadais.

SECTION 22

63. In page 19, between lines 13 and 14, to insert the following:

“Claims register

22. The Minister for Finance shall, within 6 months of the passing of this Act, design and implement a publicly accessible claim-by-claim register. He or she may delegate this task to the Personal Injuries Assessment Board.”.

—Pearse Doherty.

64. In page 19, line 19, to delete “an insurance contract” and substitute “a contract of insurance”.

—An tAire Airgeadais.

65. In page 19, line 23, to delete “an insurance contract” and substitute “a contract of insurance”.

—An tAire Airgeadais.

66. In page 19, line 31, to delete “consumer”.

—An tAire Airgeadais.

67. In page 19, between lines 34 and 35, to insert the following:

“(4) The power under subsection (1)(b) shall not be exercised to an extent that such exercise would have the result that the total sum payable in respect of the claim concerned exceeds the monetary amount which, in the proceedings, the court would have jurisdiction to award.”.

—An tAire Airgeadais.

SECTION 23

68. In page 19, to delete line 37 and substitute the following:

“(2) This Act shall come into operation on such day or days as the Minister for Finance may by order or orders appoint either generally or with reference to any particular purpose or provision and different days may be so appointed for different purposes or different provisions.”.

—An tAire Airgeadais.