

# Consumer Insurance Contracts Act (CICA)

This document applies to consumers as defined under the Consumer Insurance Contracts Act 2019.

## What is CICA?

CICA is a new piece of Irish legislation covering insurance business written and situated in the Republic of Ireland which is aimed at increasing consumer protection at underwriting and claims stage, giving consumers more rights and greater protection. The Act has far reaching implications on insurers underwriting and claims handling processes.

We are updating our documentation to reflect some important changes. In the meantime this document is attaching to and forming part of all quotations, policies and renewals provided by Allianz with an effective date on or after 1st September 2020. Please note that the below terms replace the corresponding paragraphs in the documentation that we have sent to you. Please read this document carefully and note the updated terms and conditions as outlined below.

## Material Facts / Duty of Disclosure / Alteration of Risk

When arranging this insurance over the phone, by email, via our website or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or alternatively only part of your claim being paid to you.

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact us.

## Subrogation

Where you have a right(s) of action against third parties, arising from losses which are covered under your policy, we are entitled to recover from such third parties by subrogation except where:

- you have not exercised such rights and might reasonably be expected not to exercise those rights due to family or cohabitant relationships, and the third party is not insured in respect of their liability to you or where they are insured we may not recover an amount that exceeds what the third party may recover from their own insurance policy;
- you have consented to the use by a third party of a motor vehicle insured under your policy, and the third party is not insured in respect of their liability to you or where they are insured we may not recover an amount that exceeds what the third party may recover from their own insurance policy; or
- you are the employer, we will not subrogate against your employee unless the loss was caused by your employee intentionally or recklessly and with knowledge that loss would probably result

However these limitations on our subrogation rights will not apply where the actions of any third party that gave rise to or contributed to any loss was serious or wilful misconduct.

## Withdrawal or Cancellation

### Right of Withdrawal

Your Right of Withdrawal as outlined in your Terms of Business and policy wording has been amended to:

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 working days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given on your quotation or renewal notice, quoting your policy number. Should you exercise this right we will refund you the premium you have paid. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided for is less than 1 month.

### Cancelling your policy

Your cancellation rights have been amended to:

You may cancel the policy at any time by writing to us.

We will only cancel your policy from the date we receive the relevant documents. No premium refund for the unexpired period of insurance will be issued and losses happening after the cancellation date will not be covered

We may cancel the policy at any time by issuing a written notice to you at your last known postal address.

If we cancel your policy and nothing has happened that may result in a claim during the current period of insurance, we will refund part of your premium for any remaining period of insurance. The exception to this is when the reason for cancellation is as shown in the General Policy Conditions of this policy and where it says we are entitled to keep the premium.

No matter who cancels the policy, if there has been a claim during the period of insurance we will not return any of the premium you have paid.

If you cancel your policy within the first 14 working days of the period of insurance, no transaction charge will apply. However, if you cancel your policy after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy, at any stage, no transaction will apply.

### Phased Claim Payments

We reserve the right to release claim payments on a phased basis; as agreed repair or reinstatement work is completed.

Once we agree the work to be undertaken and the estimated cost of that work we will release a portion of the payment to enable you to commence the repair or reinstatement work. We will release subsequent payment(s) to you once we have obtained final invoices/receipts from you and we are satisfied that the work has been completed and the repair costs have been incurred, as agreed with you.