

# Consumer Insurance Contracts Act Update

The following applies to:

- \* any new policy you take out with us on or after **1 September 2020** or any renewal of a policy on or after that date, and
- \* variations to any policy you have with us on or after that date.



The Consumer Insurance Contracts Act 2019 makes certain changes to the law. The purpose of this document is to ensure you get the benefit of these changes by making them part of your Policy.

This document includes terms and conditions which are now part of your Policy. If you don't have your original policy document or booklet, you can get it from: [www.zurich.ie/insurancedocuments/](http://www.zurich.ie/insurancedocuments/)

Please check this carefully as it sets out certain exclusions from the cover provided under your Policy.

If there is anything in this document which differs from, or is inconsistent with, your original policy document or booklet or any other document provided to you in connection with your policy, this document will apply.

Any reference in this document to "you" or "your" means you, the policyholder, or any other person insured under your Policy. Any reference to "Zurich", "we" or "us" means your insurer, Zurich Insurance plc.

## 1. Alteration of risk if what is insured changes

Any 'alteration of risk' clause in your Policy shall only apply to a change in the subject matter of your Policy. A claim may be declined where we did not agree to cover any such change.

## 2. Representations and warranties

No term of your Policy (including any "basis of contract" clause) shall turn a statement of opinion or statement as to the existence of a state of affairs made by you or on your behalf before entering into the Policy into a warranty.

## 3. Breach of restrictive conditions

- a. Anything in your Policy that imposes a continuing restrictive condition during the term of your Policy shall be treated as a suspensive condition. This means that if any such condition is breached, our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it can be) and we may decline to pay a claim for any loss which occurs, or which is attributable

to something which happened, during that period.

- b. Paragraph (a) does not suspend our liability for any loss where the risk of that loss was not increased by the breach.

## 4. Breach of terms not relevant to the actual loss

- a. This clause 4 applies to any term in your Policy that is intended to reduce the risk of a particular type of loss or reduce the risk of loss occurring at a particular time or in a particular location.
- b. A breach of such a term shall only suspend our liability in respect of that particular type of loss or loss occurring at a particular time or in a particular location, as the case may be, and shall not provide us with a defence to a claim if the breach was remedied by the time the loss or event giving rise to the loss occurred.

## 5. Notification requirements

We will not refuse liability solely for non-compliance with a specified notification period if that

non-compliance does not prejudice us.

## 6. Fraudulent claims

If a claim contains information that is false or misleading in any material respect and you either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, we may:

- a. refuse to pay the claim;
- b. avoid your Policy, in which case cover under your Policy shall be treated as having terminated with effect from the date on which the claim was submitted;
- c. not return any of the premiums paid under the Policy.

## 7. Subrogation

- a. This clause 7 applies in relation to any right we have to be subrogated to your rights against some other person but you have not exercised those rights and might reasonably be expected not to exercise those rights because:
  - \* you and the other person are members of the same family or cohabitants, or
  - \* you expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under your Policy.
- b. Where the other person is not insured in respect of their liability to you, we do not have the right to be subrogated to your rights against that other person.
- c. Where the other person is so insured, we may not recover from the other person an amount greater than the amount that they may recover under their insurance policy.

- d. This clause 7 does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.
- e. If you are an employer, we will not exercise our right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

## 8. Property claims: deferring a portion of your claim payment until work has been completed

- a. This clause 8 applies only if your Policy includes insurance for damage to property and allows us to defer (postpone) paying a portion of the claim settlement amount until repair, replacement or re-instatement work has been completed and we have received specified documentation in respect of that work.
- b. The portion of the claim settlement amount that we may defer paying shall not exceed:
  - \* 5% - in a case in which the claim settlement amount is less than €40,000,
  - \* 10% - in a case in which the claim settlement amount is €40,000 or more.

## 9. Insurable interest

Notwithstanding anything to the contrary in your Policy, your interest in the subject matter of your policy is not required to extend beyond a factual expectation either of an economic benefit from its preservation, or of an economic loss on its destruction, damage or loss that would arise in the ordinary course of events.

## 10. Third party rights

Nothing in your Policy shall be read as overriding a third party's rights to claim against Zurich under the Consumer Insurance Contracts Act 2019.

## 11. Compliance with the Act

- a. Anything in your policy document or booklet or any other document provided to you in connection with your Policy which is inconsistent with the Consumer Insurance Contracts Act 2019 will be read in a manner consistent with the Act.
- b. Paragraph (a) only applies into a provision of the Consumer Insurance Contracts Act 2019 which is in force and has been commenced.

### Zurich Insurance plc

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Telephone: 001 667 0666 Fax: 01 667 0644 Website: [www.zurich.ie](http://www.zurich.ie)  
Zurich Insurance plc is regulated by the Central Bank of Ireland.