



Consumer Insurance (Disclosure and Representations) Act 2012

2012 CHAPTER 6

Specific issues

6 Warranties and representations

- (1) This section applies to representations made by a consumer—
 - (a) in connection with a proposed consumer insurance contract, or
 - (b) in connection with a proposed variation to a consumer insurance contract.
- (2) Such a representation is not capable of being converted into a warranty by means of any provision of the consumer insurance contract (or of the terms of the variation), or of any other contract (and whether by declaring the representation to form the basis of the contract or otherwise).

7 Group insurance

- (1) This section applies where—
 - (a) a contract of insurance is entered into by a person (“A”) in order to provide cover for another person (“C”), or is varied or extended so as to do so,
 - (b) C is not a party to the contract,
 - (c) so far as the cover for C is concerned, the contract would have been a consumer insurance contract if entered into by C rather than by A, and
 - (d) C provided information directly or indirectly to the insurer before the contract was entered into, or before it was varied or extended to provide cover for C.
- (2) So far as the cover for C is concerned—
 - (a) sections 2 and 3 apply in relation to disclosure and representations by C to the insurer as if C were proposing to enter into a consumer insurance contract for the relevant cover with the insurer, and
 - (b) subject to subsections (3) to (5) and the modifications in relation to the insurer’s remedies set out in Part 3 of Schedule 1, the remainder of this Act

applies in relation to the cover for C as if C had entered into a consumer insurance contract for that cover with the insurer.

- (3) Section 4(1)(b) applies as if it read as follows—
- “(b) the insurer shows that without the misrepresentation, that insurer would not have agreed to provide cover for C at all, or would have done so only on different terms.”
- (4) If there is more than one C, a breach on the part of one of them of the duty imposed (by virtue of subsection (2)(a)) by section 2(2) does not affect the contract so far as it relates to the others.
- (5) Nothing in this section affects any duty owed by A to the insurer, or any remedy which the insurer may have against A for breach of such a duty.

8 Insurance on life of another

- (1) This section applies in relation to a consumer insurance contract for life insurance on the life of an individual (“L”) who is not a party to the contract.
- (2) If this section applies—
- (a) information provided to the insurer by L is to be treated for the purposes of this Act as if it were provided by the person who is the party to the contract, but
- (b) in relation to such information, if anything turns on the state of mind, knowledge, circumstances or characteristics of the individual providing the information, it is to be determined by reference to L and not the party to the contract.

9 Agents

Schedule 2 applies for determining, for the purposes of this Act only, whether an agent through whom a consumer insurance contract is effected is the agent of the consumer or of the insurer.

10 Contracting out

- (1) A term of a consumer insurance contract, or of any other contract, which would put the consumer in a worse position as respects the matters mentioned in subsection (2) than the consumer would be in by virtue of the provisions of this Act is to that extent of no effect.
- (2) The matters are—
- (a) disclosure and representations by the consumer to the insurer before the contract is entered into or varied, and
- (b) any remedies for qualifying misrepresentations (see section 4(2)).
- (3) This section does not apply in relation to a contract for the settlement of a claim arising under a consumer insurance contract.