

## Chapter 6

# Product Information

6.3 Pre- and post-contract information:  
pure protection contracts

Solvency II Directive derived disclosure requirements

- (1) Before a *pure protection contract* is concluded, a *firm* must communicate, at least, the information in the table below to the customer.
- (2) The information must be provided in a clear and accurate manner, in writing, and in an official language of the *State of the commitment* or in another language if the *policyholder* so requests and the law of the *State of the commitment* so permits or the *policyholder* is free to choose the applicable law.

| Information to be communicated before conclusion |   |
|--|---|
| (1)  | The name of the <i>insurance undertaking</i> and its legal form.  |
| (2)  | The name of the state in which the head office and, where appropriate, the agency or branch concluding the contract is situated.  |
| (3)  | The address of the head office and, where appropriate, of the agency or <i>branch</i> concluding the contract.  |
| (3a)   | A concrete reference to the <i>firm's SFCR</i> allowing the <i>policyholder</i> easy access to this information.  |
| (4)*   | Definition of each benefit and each option.   |
| (5)*   | Term of the contract.   |
| (6)*   | Means of terminating the contract.  |
| (7)*   | Means of payment of <i>premiums</i> and duration of payments.   |
| (8)*   | Information on the <i>premiums</i> for each benefit, both main benefits and supplementary benefits, where appropriate.  |
| (9)*   | Arrangements for application of the cancellation period.  |
| (10)   | General information on the tax arrangements applicable to the type of <i>policy</i> .   |
| (11)   | The arrangements for handling complaints concerning contracts by <i>policyholders</i> , lives assured or <i>beneficiaries</i> under contracts including, where appropriate, the existence of a complaints body (usually the <i>Financial Ombudsman Service</i> ), without prejudice to the right to take legal proceedings. |
| (12)   | The law applicable to the contract where the parties do not have a free choice or, where the parties are free to choose the law applicable, the law the <i>firm</i> proposes to choose.   |

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|       |   | <div>Note: The <i>rule</i> on mid-term changes applies to items marked with an asterisk (see ICOBS 6.3.3 R).</div> <div>[Note: article 185 of the <i>Solvency II Directive</i>]</div>  |
| 6.3.2 | G | If the contract is concluded with a <i>commercial customer</i> by telephone, the information in this section may be provided immediately after conclusion.   |
|       |   | <div>Mid-term changes</div>  |
| 6.3.3 | R | <div>A <i>firm</i> must keep a <i>customer</i> informed throughout the term of a <i>pure protection contract</i> of any change concerning the <i>policy</i> conditions, both general and special, and any change in the following information:</div> <div><div>(1) the name of the <i>firm</i>, its legal form or the address of its head office and, where appropriate, of the agency or branch which concluded the contract; and</div><div>(2) all the information marked '*' in the table of information to be communicated before conclusion, in the event of a change in the <i>policy</i> conditions or amendment of the law applicable to the contract.</div></div> <div>[Note: article 185(3) and (5) of the <i>Solvency II Directive</i>]</div> |
| 6.3.4 | R | <div>When a <i>firm</i> provides a <i>customer</i> with information in accordance with <div>■ ICOBS 6.3.3 R</div>, it must provide it in a clear and accurate manner, in writing, in an official language of the <i>State of the commitment</i>, or in another language if the <i>policyholder</i> so requests and the law of the <i>State of the commitment</i> so permits or the <i>policyholder</i> is free to choose the law applicable.</div> <div>[Note: article 185(3), (5) and (6) of the <i>Solvency II Directive</i>]</div>  |