Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

Consumer Protection Code Review

Member of the Public Responses

Broad Theme A – Availability and Choice

Q.1 What are your views on availability and choice of financial services and products for consumers?

Public Respondent 1: N/A

Public Respondent 2: I will be offering my submission mainly based on my experience of pension products, investments (via life insurance wrapped products) and mortgage products.

In terms of investments: there is a plurality of providers and products in the market but in reality very few offer better products and services than others. Fees across the market are nearly uniform (1% amc, or even worse) and this is bad for consumers and harms long term growth for investments. Some funds have 5% contribution charges which is absolute robbery and should not be allowed. People don't understand pensions and comparing products is nigh impossible for someone not literate with this stuff.

In terms of mortgages: recent mergers will harm choice in the market. [redacted] [redacted] have predatory practices where they suck consumers in with lower fixed term interest rates then rip them off by not allowing existing customers to get as good rates as new customers. It's unfair and it shouldn't be allowed, and again most people wouldn't understand what's going on.

Public Respondent 3: The choices are limited in terms of current account and day-to-day banking transactions; new fintech operators such as [redacted] have not yet earned enough trust (for me, at least) to be used for bill-paying, or larger transactions.

The lack of choice is illustrated by the narrow range within which products are offered (e.g. little variation in interest rates for lenders or borrowers).

There are also fewer options for older people, or people who are uncomfortable with using mobile phones for sensitive personal financial information.

Public Respondent 4: There is limited choice of bank now with only two main players for everyday banking. Banks are now a utility like energy, telecoms as the most important function they fulfill is 24*7 banking transactions. Only having two main players will cause a difficulty in choice for businesses , mortages, savings rates less so in the everyday services.

Public Respondent 5: Where has the code of practice on the transfer of mortgages gone? You do everything but the one good thing for consumer protection from vultures!!!

Public Respondent 6: Marketplace lacks real competition, in broad terms the majority of providers offer the same type of product/service with minimal differences. When was the last time that a provider launched a product that was better for the consumer in all ways. Choice is limited and if you do not fit the predefined target market it is very difficult to get approval. Decisions are made by faceless teams who are not encouraged to look for solutions for customers. The

regulation should require all financial service providers to demonstrate the improvement in products every year.

Public Respondent 7: More availability of lower fixed rate house loan products to be made available to Irish citizens.

Public Respondent 8: I think availability has clearly reduced, however, there's a real reluctance by the Public and Government to move on from the Crash. Customers are not prepared to move unless forced, eg

Public Respondent 9: Currently desperate - very limited choice and little to no competition.

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.2 How important are new providers and new delivery channels to serving consumers' financial needs?

Public Respondent 1: N/A

Public Respondent 2: Very important. They increase competition and improve the quality of service from providers.

Public Respondent 3: Extremely important; not only for the sake of choice, but also for preventing complacency among incumbent operators, and acting as a disincentive to bad behaviour (poor-quality service and offerings).

Public Respondent 4: It will be very hard for new providers to get through the two main banks as most people open their current accounts with these operators because the have been operating in Ireland for over 100 years.

Public Respondent 5: Don't know.

Public Respondent 6: Very important, an example being (no connection but I am an account holder) - I can borrow at 5.98% on flexible terms. With a main bank 8.95%. As more consumers move online, main banks should have a regulatory duty to provide in person access to customers that need their support.

Public Respondent 7: 'Real' competition is essential to ensure Irish citizens can expect to obtain the most relevant financial products and services at a fair price.

Public Respondent 8: They are important to provide competition and pricing they raise standards. However what is overlooked is their significant reduced costs,ie, online presence only, no physical presence on high street so it's an unfair reflection on our Pillar banks.

Public Respondent 9: Very important obviously as little competition never did consumers any favours ever in the past.

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.3 In implementing its consumer protection mandate, how should the Central Bank reflect the importance of competition in its regulatory approach?

Public Respondent 1: N/A

Public Respondent 2: The central bank should use its consumer protection mandate to stamp out unfair practices against consumers that affect competition (e.g. dual pricing, unclear AMCs). It should ensure that the value of products to consumers is clear to consumers to ensure there's a genuine level playing field. Cashback offers on mortgages should probably be banned so all mortgage providers are competing on interest rates alone.

The central bank should also introduce strict timelines on banks for (i) how fast mortgage applications and mortgage switch applications need to be processed and (ii) the use of digital technology to speed up the process. Banks should be fined if they don't process a mortgage switch within a certain amount of time without a good, objective reason - like airlines are fined if flights are delayed too long.

Public Respondent 3: By looking more closely at the range of offerings in various products, in order to find out whether there is real competition, or whether there is an effective oligopoly, where interest rates, fees or other metrics never stray too far from a narrow range.

The Central Bank should also not rule out tougher action, such as ordering separation of divisions of large financial firms, where there is potential for actions that are harmful to consumers.

Public Respondent 4: Competition needs to be looked at in different sectors separately: Current account fees; Mortgage Rates; Saving rates; Business banking

Public Respondent 5: Look at the EU we are a member but Ireland is of the scale always.

Public Respondent 6: The challenge the CBI faces with this is that regulation is getting more complex, unless steps are taken to streamline the regulation, new entrants will find it difficult to enter the market

Streamlining the regulation would not remove protection for consumers but make it clearer and easier to understand the steps. When you look at the protection for consumers in financial difficulty, the main banks have used the regulation to make it very difficult for a consumer to get a settlement.

Public Respondent 7: Monitoring the effective use of the Switching Code so that citizens can seamlessly transfer their financial accounts to a new financial provider.

Public Respondent 8: It must be balanced for Stakeholders and Customers. New providers are only onboarding customers who use cards whilst the Pillars are forced to meet the needs of all customers.

Public Respondent 9: Value for money first and foremost but not from top to bottom earners but rather the other way, from low earners up.

Public Respondent 10: N/A

Public Respondent 11: N/A

Broad Theme B – Firms Acting in Consumers' Best Interests

Q.4 Do you agree that the Central Bank should develop guidance on what it means for a firm to act in the best interests of its customers?

Public Respondent 1: N/A

Public Respondent 2: Agree.

Public Respondent 3: Agree.

Public Respondent 4: Not Sure. Customers are very diverse and the banks offerings are over many areas, it might be hard for the CB to know exactly what is in the best interests of customers.

Public Respondent 5: Agree.

Public Respondent 6: Agree. One area the Banks have in my view miss-interpreted the current regulation is that they want to treat all consumers the same - they need to be told that they can make allowances for individual consumers circumstances. They currently do not do this.

Public Respondent 7: Agree.

Public Respondent 8: Not Sure. With all the policies, pressures, guidance along with media and political interference, firms do not need any additional papers.

Public Respondent 9: Agree.

Public Respondent 10: Agree.

Public Respondent 11: Agree.

Q.5 Does the suggested outline of 'customer best interest' guidance capture the essence of the obligation to act in customers' best interests? What other guidance would you suggest?

Public Respondent 1: N/A

Public Respondent 2: Not Sure.

Public Respondent 3: Agree.

Public Respondent 4: Not Sure. As answer above. Customers are very diverse and the banks offerings are over many areas, it might be hard for the CB to know exactly what is in the best interests of customers.

Public Respondent 5: No. Again the code if conduct on mortgage transfers where is it in law it's been brought up in proceedings many times but barristers like me say it's only a code means nothing .....

Public Respondent 6: Yes. My comments above, give clear guidance that firms can put in place individual solutions what having to do that for every consumer. Where consumers have an issue with firms they complain, more needs to be done to ensure firms invest in complaint management, carry out Root Cause Analysis and clearly make changes - all this should be visible to a board level committee. Firms should be required to publish their complaints data, emerging themes and what they are doing to improve.

Public Respondent 7: Yes.

Public Respondent 8: Yes.

Public Respondent 9: No. PR teams are going to have different interpretation of what it might mean "In customers best interest" and should maybe include - "Customers best interest and value in mind" or something similar.

Public Respondent 10: Not Sure. Re: These comments relate to the CPC where Income Protection Insurance companies regulated by the CBI can process consumer claims in their, the insurer's, own interest, not that of the consumer (claimant). This behaviour is tantamount to fraudulent claim processing – it's very close to a 'perfect fraud'. The CPC is not strong enough to prevent this, so these CPC weaknesses need to be addressed. What you are about to read, explains how and why the CPC needs to be strengthened: The convicted fraudster Bernie Madoff had the following four things in his favour: * Lack of visibility; *Lack of transparency; * Lack of controls; * Lack of oversight.

The same applies to processing consumer claims, which allows the insurer to reject the claim. Independent Medical Examinations – these commercial medico-legal examinations are open to abuse, to the detriment of the consumer – here's how: The Medical Practitioner hired by the insurer can have no experience, competency, qualification in the relevant illness, design the medical examination any way he/she chooses, make up his/her own version of the insurer's 'definition of disability' and avoid examining and concluding on whether the actual illness of the claimant prevents return to work.

The insurer does not explain to the consumer why a particular medical examination or a particular medical practitioner is appropriate or relevant to the consumer's illness. This means the consumer cannot challenge attendance to an unsuitable practitioner. If the consumer does not attend, the claim will not be processed.

The consumer is not provided with the referral letter the insurer sends to the medical practitioner and does not even know this referral letter exists. This letter contains a list questions the practitioner is required to answer for the insurer (The answers to these questions form the basis of the practitioner's 'report' and are relied upon by the insurer to accept or reject the claim.)

This means that the consumer has no idea what personal data the insurer is seeking from the practitioner, nor what questions the practitioner is required to answer.

The consumer is not provided with the medical practitioner's report (unless requested formally under GDPR, which can take up to 4 months to be provided to the consumer by the insurer).

This means the consumer cannot see: * if the report by the practitioner is accurate, complete, relevant; * matches the personal data obtained by the practitioner during the medical examination; * fully and completely addresses all the questions posed by the insurer in the referral letter; * the opinion provided by the practitioner regarding fitness to work and the reason for this opinion.

So the consumer cannot challenge, correct, etc.

The practitioner can write any rubbish about the consumer he/she wants to write, and there is no means of redress for the consumer. This is simply not acceptable practice. When complained to, the insurer's view is that the practitioner is an expert who can say and do what he/she wants. This is not acceptable behaviour from the insurer and is in contravention of the CPC – General Principles and section on complaints.

The insurer relies 100% on the report by the practitioner to reject the claim and does not seek any further details from the consumer.

Claim rejected. The consumer is in fact very ill, but the insurer simply says 'your claim was fairly processed and it is the opinion of the medical practitioner that you are fit to work, therefore your claim is rejected'.

In the meantime, several medical practitioners, who are NOT working for the insurer, continue to opine the consumer is unfit for work – sometimes for years. The insurer pays no heed to these practitioners, with whom the insurer does not have a commercial relationship.

Consumer Complaints: Additional guidance needs to be established and supported on the subject of consumer complaints arising from the claims handling fraud described above.

What the CPC, Consumer Insurance Contracts Act 2019 and GDPR have in common, is that the consumer's claim – which constitutes personal data, including special category – MUST BE FAIRLY PROCESSED. If fair processing is done, then the reason for accepting or rejecting the claim will be objective, fair etc and no reasonable grounds for consumer complaints would arise.

Currently, in order to get a complaint about a claim addressed, a consumer has to go to at least 3 separate regulatory functions, as each has a separate remit and none of them work together. This is a massive loophole and it is this space, albeit unintentionally, which facilitates the fraudulent claims processing scam outlined above.

This means the consumer (no money, ill etc) has to write a complaint to the insurer and then at least 3 separate complaints, each matching the remit of each regulatory functions.

(This takes forever due to the timelines involved, and holdups by the insurer, etc. In the meantime, the insurer has a barrage of legal counsel and massive legal budget

so can outspend, take advantage of loopholes and 'out time' the under- resourced and ill consumer any day. The insurer is laughing all the way….): 1.The Ombudsman – for complaints under CPC and Consumer Insurance Contracts Acts 2019.

The Ombudsman will only look at complaints about the insurer and historically has not entertained complaints about the medical examination or practitioner.

In taking this approach, it appears the Ombudsman is ignoring the CPC requirement that 'outsourced activities' are required to be conducted in line with CPC and the insurer is obliged to ensure this. Further, the Ombudsman is ignoring that these examinations are commercial in nature, and therefore the normal expectations of a medical examination, for example, when being examined by a practitioner who is concerned for your health and is treating you accordingly, do not apply.

2.The Medical Council – for complaints against the practitioner. However, medical practitioners in Ireland are governed by self-regulation and the current applicable legislation does not explicitly refer to commercial medico-legal reports or examinations.

3.The DPC – Data Protection Commissioner. The consumer's personal data must be fairly processed for the specific purpose, consent must be unambiguously obtained, rights of rectification etc – clearly, the claims processing fraud above blithely ignores this and neither the medical practitioner nor the insurer pay any heed.

Solution: The CPC should be strengthened to shorten this process and should include reference to fines, penalties, upto and including enforcing SEARS and the IAF. The CPC needs teeth.

For complaints regarding unfair claims handling/rejection by income protection insurers, there should be a single regulatory body to which the consumer can submit a complaint, which ensconces GDPR, the CPC and the Consumer Insurance Contracts Act.

Medical practitioners from all specialties should be called in to assist this Body, with legal protection, to challenge the content of the medical report, opinion etc of the insurer's medical practitioner. The same approach should be taken for assistance by the DPC.

The CBI should retain an observer status on this body as ultimate owner of the CPC and regulator of the insurer. This Body should be able to take the insurer to court, impose fines, order redress etc. An appeal process should also be in place for the consumer and the insurer.

The CBI should use this Body to assist in identify strengths and weaknesses of the CPC and other relevant legislation.

Public Respondent 11: Not Sure. CBI is on the right track, however, additional prongs need to be added, all relating to the area of income protection insurance claims – which is open to abuse, corruption and fraud by the insurer against the

consumer. The void in consumer regulation in this area is a primary reason why and how insurers can indulge in this fraud against consumers - vulnerable consumers.

1. CPC (Consumer Protection Code) should expressly refer to upholding existing consumer legislation – e.g – GDPR & Consumer Insurance Contracts Act, to name only two. An integrated approach needs to be clear here – particularly as consumers will use the Code as a 'living document' and cannot be expected to know all relevant legislation etc. CBI regulated entities can use this lack of knowledge by a consumer, to the entities' advantage.

2. Third parties conducting outsourced activities – this section of the CPC needs to be strengthened (2.10), specifically for medical practitioners who are hired by insurers to conduct medical assessments on consumers (claimants).

The CPC requires the insurer to ensure that any outsourced activity complies with the requirements of this Code (2.10) – this includes medical assessments by medical practitioners.

However, insurers do not necessarily ensure that practitioners hired conduct this outsourced activity, uphold the CPC.

Consequently, medical assessments on consumers for insurance purposes are widely open to abuse – to defraud and deceive the claimant, so that the insurer does not have to pay the claim. This is corruption.

These types of medical assessments are commercial and non-therapeutic in nature and conducted on consumers who are not patients of the practitioner, so there is no duty of care.

The insurer selects and pays the practitioner – and keeps using that practitioner. This is a regular income source for the practitioner, so there is an incentive to keep on the right side of the insurer.

The power and influence of the medical practitioner in assessing the consumer is total and absolute. The practitioner receives sensitive personal data about the consumer which can be abused, misquoted, mis-reported, ignored, falsified.

No governance, accountability, responsibility, penalties, oversight etc appears to apply to this situation.

(Nor is this commercial, non-therapeutic, non-patient transaction addressed by the practitioners' regulator – the Irish Medical Council. In fact, the IMC's Code of professional Conduct and Ethics, merely advises practitioner's that these assessments 'should' be conducted professionally, not 'must' (see the IMC's Code for explanation of these terms)).

The practitioner, as long as registered on the Irish Medical Council's specialist register, can conduct an examination in any area he wants – he is not restricted to that specialty. This means that you, as claimant, can be assessed by a practitioner who has no competence, experience, expertise or qualifications in the area of your illness and there is not a thing the consumer can do about it.

As the consumer, you have no choice in which type of medical assessment you must undergo, nor which practitioner 'examines' you – the insurer decides all of this and can refuse to process the claim if you don't do what the insurer instructs. This means that if the insurer sends you to a medical practitioner who is not expert in your illness and who does not conduct an appropriate and relevant assessment, you have no choice. As the consumer, you must comply.

3. Verify Fitness & Probity - Professional Qualifications/licences of third parties conducting outsourced activities – including medical practitioners:

The principles of the CBI's Fitness & Probity regime apply here and must be incorporated into the CPC for 'outsourced activities': The insurer must be obliged to confirm with the right independent source that the qualifications/licences used by the practitioner are valid and current, before hiring the practitioner.

Remember: the hiring of practitioners by insurers to assess a consumer who is an insurance claimant, is a commercial non-therapeutic, non-patient transaction.

One of your regulated entities was informed by a claimant (who was ill and therefore vulnerable) that the practitioner hired did not have the professional licence which the practitioner was representing to have.

The claimant had direct evidence from the relevant professional body and provided the contact details to the insurer, so the insurer could verify this fact directly themselves.

The claimant pointed out that as the practitioner did not have the licence claimed, he was not entitled to conduct the assessment, receive the claimant's personal data, the claimant's consent was not honestly obtained and that several breaches of the CPC occurred – the general principles etc. Also that the insurer should never have put the consumer in such a vulnerable situation.

The insurer approached the practitioner, who advised that the professional licence was irrelevant and not recognized by the Irish Medical Council (the practitioner's regulator). The insurer took no further action and dismissed the consumer's complaint. The insurer failed to confirm to the claimant that the insurer verified with both the professional body and the relevant regulator that the statements made by the practitioner were correct.

In doing so, the insurer breached 2.1, 2.2, 2.4, 2.6, 2.7, 2.8, 2.10 &2.12 of the CPC - at least.

Explanation to assist the CBI's understanding of how and why this is relevant to the CPC: A practitioner can be registered on the Irish Medical Council's specialist register by virtue of being a member of a professional body, e.g A member of the Royal College of Psychiatrists (MRCPsych). Being on the specialist register allows the practitioner to conduct commercial non-therapeutic medical assessments for the insurer.

Once this IMC registration takes place, the practitioner can allow membership of the professional body to cease, and is therefore is no longer an MRCPsych – but

does not disclose this to the IMC or any other interested party, so he continues to be listed on the specialist register, although not entitled to be on it.

So the IMC - and everyone else – continues to think the practitioner is an MRCPsych and is entitled to be listed on the specialist register and enjoy the commercial benefits arising. Annually, the IMC trusts that the practitioner is being honest – no verification checks occur.

In the above scenario, the only valid source of verification is directly with the Royal College, not the Medical Council.

Note also that medical practitioners are 'self-regulated', unlike FS firms who are governed by the CBI. Latitude is a distinct advantage of self-regulation, as are lower levels of accountability etc, over conduct by practitioners which is not in the public interest.

This is one of the reasons the CBI needs to have the powers to force registered IMC members to co-operate with CBI investigations where medical practitioners and insurers are not acting in the best interest of the consumer. Where such practitioners are conducting outsourced activities for insurers, the remit of the CBI must extend to them – fully.

The void in consumer regulation in this area is a primary reason why and how insurers can indulge in this fraud against consumers - vulnerable consumers.

4. Lack of controls creates a perfect environment for wrongdoing- this should fall under 2.4 of the CPC, but needs to be clearer: Using Income Protection Insurers as an example (throughout this response): Controls to ensure acting in the 'consumers best interest' - preventative and detective: these should be present in all business processes relating to consumers - both individual consumers (e.g an individual claim) and on a collective level (e.g group of claims).

-They should be documented in procedure manuals, which are annually reviewed by at two persons within the firm, for version control, ensuring updates as required.

-Internal Audit and the CBI can then audit claims against this manual and see where controls are being ignored, circumvented or absent.

5. Demonstrate adherence to and effective working of, these controls through documentary evidence: e.g – When a claim is submitted, the data should be reviewed to ensure the type of medical examination and consultant hired, is appropriate to the claim. This review should be undertaken by a person of relevant experience, their decision documented and rationale explained, then reviewed by a higher manager forappropriateness.

Only then, should a relevant medical examination, as recommended and approved by the review described above, take place.

6. Documentary transparency: At each stage of the claim process, all communication between the insurer and the claimant, and the medical practitioner and the claimant, must be fully transparent, clearly worded and documented and provided to all parties, so that all three parties have a full and clear understanding

of the process and purpose and there is no deviation or 'behind the scenes' machinations by the insurer an/or the medical practitioner to defraud the consumer.

NB: the medical examination is a commercial, non-therapeutic transaction.

This is what one of your regulated entities currently does:

-The insurer tells the claimant to turn up for a medical exam, for which the purpose is for the medical practitioner to verify that the claimant satisfies the legally contractual 'definition of disability', which the insurer clearly states to the claimant.

-Unbeknownst to the claimant, the medical practitioner adds their own 'qualification /rider/interpretation' to the legal definition, but does not disclose this to the claimant when obtaining consent to conduct the medical exam.

-Consent from the claimant is not sought in writing by the insurer, nor by the medical practitioner before or during the medical examination. Consent is provided by the claimant 'on trust' that what is about to happen, is what is supposed to happen

(the CPC should be updated to clearly require this part of the process is documented in advance so that all parties must adhere to the same rationale for consent).

-The practitioner's report to the insurer states the legal definition with the qualification/rider in the 'opinion' sentence – which is the only sentence which matters in the report. The claimant still knows nothing about this.

-The insurer merely informs the claimant 'it was the doctor's opinion that you were fit to work' – without disclosing the qualification/rider. (this is a breach of the CPC – 7.19).

-Not understanding, the claimant: a)appeals, the process repeats and the claim is rejected for the same reason. b)Tries to complain, but is ignored by the insurer.

Note: the above is clearly breaches the CPC, Consumer Insurance Contracts Act, GDPR etc.

Theme 1 – Innovation and Disruption

Q.6 Do you agree with our proposed approach to enhancing our Innovation Hub?

Public Respondent 1: N/A

Public Respondent 2: Not Sure.

Public Respondent 3: Not Sure. The entry of big tech players into financial services is concerning from a privacy and competition point of view. Many of these companies use people's personal data to drive their revenue and profits, and it is concerning that users of financial services provided by traditional banks or other financial firms are, in some cases, being pushed to use their technology [redacted] [redacted] etc).

Public Respondent 4: Not Sure. Not sure banking is very much still the same product\process since its inception. Modes of delivery may change but the core functions\rules stay the same, ensure customers do not loose their money. CB may not have funds for innovation compared to tech multinationals, might be better to be over the innovation implementing the rules.

Public Respondent 5: No. Because your not an independent body.

Public Respondent 6: Yes.

Public Respondent 7: Yes.

Public Respondent 8: Yes.

Public Respondent 9: Yes

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.7 What more should be done to support innovation while ensuring consumers' best interests are protected?

Public Respondent 1: N/A

Public Respondent 2: N/A

Public Respondent 3: Always ensure that there is an alternative (and not a punitively inconvenient) option for those who are less comfortable with transmitting their financial information over the internet/phone.

Public Respondent 4: Ensure basic rules are adhered to.

Public Respondent 5: Stopping solicitors from conveyancing on behalf of their paying clients while the sand solicit is acts for the very sane institution these borrowers are borrowing this dual role has to be stopped urgently also banks and vultures paying the legal costs of the client solicitor when they're not getting independent legal advice it's totally compromised.

Public Respondent 6: Picking a service/product every 2/3 years and encouraging the new entrants to suggest changes that will benefit the consumer. At the moment the main firms are focused on cost reduction even if this reduces consumer choice.

Public Respondent 7: Liaison with relevant Government Departments (i.e.) Department of Children, Equality, Disability, Integration and Youth to ensure that consumers have awareness of innovation to support them in their engagement with financial providers on the review/purchase of financial products and services.

Public Respondent 8: Move away from paper.

Public Respondent 9: Better support for state bodies such as New frontiers & enterprise Ireland and any local emerging businesses. Promote within.

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.8 How can regulators ensure that neither firms currently in the market, nor new entrants, have unfair advantages which could be a barrier to fair competition?

Public Respondent 1: N/A

Public Respondent 2: N/A

Public Respondent 3: This is difficult, but maybe by ensuring that any significant new entrant (such as a multinational technology company) to the financial-services market has some degree of separation from its other divisions.

For example, if [redacted] (for instance) wants a banking licence, it can only do so by having some sort of 'Chinese wall' between this Irish-regulated financial provider and its other businesses worldwide.

Public Respondent 4: Firms already in market have advantages of history and scale, hard for new entrants to catch up.

Public Respondent 5: Our market is goosed you didn't regulate sub prime lenders they were let run mad you covered up so much you are implicated you should be disbanded.

Public Respondent 6: N/A

Public Respondent 7: I do not have an answer.

Public Respondent 8: I'm not sure as the traditional banks do not get any credit for continuing to operate and maintain their presence which is a clear advantage over new entrants who are allowed to cherry pick the customer they want.

Public Respondent 9: How long is a string? Ok what kind of value or innovation has an organisation or a new entrant to the market played in another jurisdiction, elsewhere in the EU for example but ultimately good value for money seem to be something of the past anymore.

Public Respondent 10: N/A

Public Respondent 11: N/A

Theme 2 – Digitalisation

Q.9 Do you agree with our analysis of the benefits, challenges and risks around digitalisation in the area of financial services? What are the key issues for you?

Public Respondent 1: N/A

Public Respondent 2: The products offered by financial services companies mostly suck. Very hard to use and access information about products.

Public Respondent 3: Broadly yes; the risk of exclusion and the use of personal data are my two main concerns about digitisation. I worry that the regulator will

not have the power to stop institutions pushing, or forcing people into certain ways of using technology that suit their interests, rather than the consumer's.

Public Respondent 4: The misunderstanding that digitalisation will lead to reduced fees for customers. This may not be the case. Over time digitalisation will get more expensive and there a number of parties who need to be paid now, IT providers, merchant fees, IT updates, IT security providers etc.

Public Respondent 5: No keep out of it you can't handle it.

Public Respondent 6: N/A

Public Respondent 7: Agree. But conscious that some consumers have financial / IT literacy challenges.

Public Respondent 8: Policies cannot move as fast as the developments or indeed criminals. I'd also be concerned whether Firms have sufficient functions in place to address this specific risk. For example we have HR and Legal functions but is there someone dedicated to Digital.

Public Respondent 9: Unsure.

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.10 How do you think the personalisation and individual-targeting of ads can be made compatible with the requirement for firms to act in the best interests of customers?

Public Respondent 1: N/A

Public Respondent 2: Don't care on this one. Comply with GDPR.

Public Respondent 3: I'm not sure I see a way that this can be done - apart from banning it. These are profit-driven organisations; they will try to maximise profit (not complaining about this, but it has to be recognised).

Public Respondent 4: Advertising is to stimulate demand, education is a better way to get to consumers Remember the CB tracker ads, did anyone including the CB understand what was happening with tracker?

Public Respondent 5: No.

Public Respondent 6: N/A

Public Respondent 7: I do not have an answer.

Public Respondent 8: I've no problem with the ads as long as when the customer approaches the firm that the staff can identify suitability.

Public Respondent 9: By investing in independent research that aims to protect the customer first and foremost. Adds are absolutely everywhere and it doesn't have to be that way.

Public Respondent 10: N/A

Public Respondent 11: N/A

Theme 3 – Unregulated Activities

Q.11 The Code requires regulated firms to provide a statement indicating that they are 'regulated by the Central Bank'. Do you think this is useful for consumers?

Public Respondent 1: No. The amendments made to CPC 2012 under the Consumer Protection Act 2022 made the Regulatory Disclosure Statement meaningless.

The CPA22 brought Consumer Hire Purchase and Personal Contract Plan within the scope of CPC 2012 - but only certain chapters. For advertising the Disclosure Statement is required, but it is not required on other forms of communication pre or post sale. As a consumer am I therefore to think that only the advertising of the product is regulated by the CBI and not the product itself or any sales or post sales activity? While a suitability assessment is required pre-sale, my HP Agreement with my Finance provider (i.e. the contract which binds both parties) does not contain this statement. Am I bound into a regulated or unregulated activity and if it is part regulated how am I supposed to know which aspects are regulated and which are not?

Having read the CPA I know that certain aspects of CPC which would be useful to a consumer such as a requirement to provide a statement of break costs for a fixed interest loan or how a finance provider should deal with errors are not included in the scope for HP and PCP. The disclosure statement does not make any reference to this.

Public Respondent 2: Not Sure. Could it be more specific? Most people don't know what "we are regulated by the central bank means". You could add something like "... and are required to comply with code x for this product."

Public Respondent 3: Yes.

Public Respondent 4: Yes.

Public Respondent 5: No. A code has no basis in law - make it law then your talking.

Public Respondent 6: No. This statement can at times give the impression that the firm fully complies with all regulation - have seen challenges with some smaller investment firms.

Public Respondent 7: Yes.

Public Respondent 8: Yes.

Public Respondent 9: Yes.

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.12 How can the difference between regulated and unregulated activities be made clearer for consumers?

Public Respondent 1: I think the first focus should be on the difference between fully regulated and partly regulated activities and how that is made clear to consumers. For fully unregulated activities, a negative statement could be required. "This product / service is not regulated by the Central Bank of Ireland.

Public Respondent 2: Not sure.

Public Respondent 3: Maybe through some sort of logo or easily recognisable symbol that can be included in any product branding or advertising. This could replace the small print, or the hurriedly-intoned part of radio or TV ads. I'm not sure if there is a way to legislate for unregulated entities to be required to state this clearly in any advertising or product material.

Public Respondent 4: As currently by having it on ads and documents.

Public Respondent 5: Put it in the entities letterhead / loan docs paper clearly state a great example [redacted] is not regulated by the IFSRA or central bank people were conned by statements in their paperwork like [redacted] is regulated by IFSRA when the very entity they were using wasn't !!!!! You central bank failed in your duty to consumers.

Public Respondent 6: No, still need more consumer education which the main firms should pay for.

Public Respondent 7: I do not have an answer.

Public Respondent 8: I think it's at the point of the transaction being discussed and again when completed.

Public Respondent 9: Is that information available on Central Bank's website for anyone not familiar with it's meaning is able to access such information?

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.13 Should there be additional obligations on regulated firms when they undertake unregulated activities?

Public Respondent 1: No.

Public Respondent 2: Yes

Public Respondent 3: Yes.

Public Respondent 4: Yes.

Public Respondent 5: Yes.

Public Respondent 6: Yes.

Public Respondent 7: Yes.

Public Respondent 8: Yes.

Public Respondent 9: Yes.

Public Respondent 10: N/A

Public Respondent 11: N/A

Public Respondent 1: No. This creates a further grey area when considered in light of the regulatory disclosure statement. How is a consumer to know whether it is the firm, the product / service or only certain activities relating to the product / service that are regulated. If the expectation is that the firm would have obligations in relation to unregulated activities how is this communicated to the consumer? Clarity and Transparency are founding platforms of the Code. This should extend to the scope of the code itself and not just the activity of the regulated firms.

Public Respondent 4: Yes. Yes if it puts customer funds in the regulated entity at risk

Public Respondent 5: Yes. Absolutely what have i Just described to you above. Yet you continue to hide under it

Public Respondent 6: Yes. When a client has a relationship with a firm they will not appreciate the different in products offered especially of the products are being sold by the same channel/person

Public Respondent 9: Yes. Not everyone's expertise is in the financial or banking industry and in my mind firms are either fully regulated or they are not?

Theme 4 – Pricing Matters

Q.14 What can firms do to improve transparency of pricing for consumers?

Public Respondent 1: N/A

Public Respondent 2: Stop selling products in a way that obfuscates their true cost e.g. dual pricing, cashback mortgages, describing products as discounts when they're not really etc.

Public Respondent 3: Be required to quote 'final' figures for any products (after interest rates, fees and any other charges) in any advertising.

Produce more detailed 'worst-case' scenarios for their products in any documentation (e.g. a stockbroker should give examples of how much it would cost to buy shares in a London Stock Exchange company - including currency fees, commissions, and other charges).

The implications of currency rates for many financial products in Ireland are also very unclear. As well as giving commission fees, firms should perhaps be required to give a total percentage figure of the cut they are taking, when compared with if the transaction had been done at the spot rate.

Public Respondent 4: Pricing needs to be visible and understood by all. There must be a lot of cross subsidising in banking given the range of products\services offered.

Public Respondent 5: Follow ECB dont stick out a mile doing things that are not consistent with Europe

Public Respondent 6: This is clear, however they should be no barriers to consumers switching, this would encourage firms to ensure they are competitive.

Public Respondent 7: Fact Sheets. Online website videos explaining costs in a plain english manner.

Public Respondent 8: I think it's already transparent in some firms however I would suggest the Quarterly fee approach is clearly, easier to understand and easier to compare than individual transactions fees. It should also be easier to communicate to customers.

Public Respondent 9: Price history where applicable and or competition comparison

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.15 In relation to pricing, are there examples of firms using unfair practices to take advantage of customer vulnerabilities?

Public Respondent 1: N/A

Public Respondent 2: Dual pricing for old vs. new customers.

Public Respondent 3: Companies such as [redacted] offering 'commission-free' currency exchange and not stating how their spreads compare with others in the market.

Stockbrokers such as [redacted] increasing quarterly fees purely because there are so few alternatives, and because the costs/effort required to switch are so onerous. (Incidentally, this particular increase was structured so that discounts were offered for more frequent trading, discouraging more long-term investments).

Public Respondent 4: There must be a lot of cross subsidising in banking given the range of products\services offered.

Public Respondent 5: Vulnerable - you have given plenty of descriptive words now categories each one in terms of basic ability and understanding - let the customer choose their basic understanding level.

Public Respondent 6: Yes around limited choice, often you only get one price offered and it is difficult and time consuming to go to another provider. If firms were obliged to provide competitors prices as part of the sale process this would deliver better outcomes for consumers.

Public Respondent 7: I cannot recall a particular example to document.

Public Respondent 8: Not that I've noticed.

Public Respondent 9: Motor insurance! Energy suppliers. Come to think of it, every firm does doesn't it.

Public Respondent 10: N/A

Public Respondent 11: N/A

Theme 5 – Informing Effectively

Q.16 How can regulation improve effectiveness of information disclosure to consumers?

Public Respondent 1: Remove the provisions relating to durable medium. They are no longer relevant in the age of technology. Conservative interpretation typically lands on provision of the information in paper which goes against sustainability.

Public Respondent 2: Explain complex products more simply to consumers. Most people have no idea what the interest rate really means on a mortgage. Require services to provide information about other suppliers when offering products to consumers.

Public Respondent 3: N/A

Public Respondent 4: not sure.

Public Respondent 5: Your never going to achieve it anyway because normal people don't understand legislation or acts and when one contacts retail banking section of the department of finance they won't respond either. Move on .....

Public Respondent 6: The level of information provided to consumers is too detailed and I suspect most consumers do not read. Firms should provide a summary page which clearly outlines the risks. As more firms move online, better use of FAQ pages and a consumer page that has been reviewed to ensure it is consumer led rather than Bank driven.

Public Respondent 7: Mystery shopping themed inspection to ascertain whether the necessary information is disclosed to consumers to enable them make informed decisions.

Public Respondent 8: Due to all the regulations and policies there is now too much paperwork generated and we know customers don't read it. There needs to be a one page document at front telling the customer what they have and refer them to the rest for additional info.

Public Respondent 9: QR codes.

Public Respondent 10: N/A

Public Respondent 11: The discussion paper concentrates on decisions regarding products – this is too narrow. Effective information disclosure must happen throughout the FULL engagement cycle with the consumer – including selecting products, and for income protection insurance - processing claims, reasons for

rejecting claims, reason why a particular type of medical assessment was chosen, reason why a particular medical practitioner was chosen, details on how the consumer should appeal – what data, what source, etc.

This means expanding section 2.6 of the CPC - makes full disclosure of all relevant material information, in a way that seeks to inform the customer; also Chapter 7 – claims.

It would be good to expand section 2.3 also: recklessly, negligently or deliberately mislead a customer during the claims process.

Q.17 How can firms better support consumers' understanding – can technology play a role?

Public Respondent 1: N/A

Public Respondent 2: Yes - if it allows it to be explained better.

Public Respondent 3: More product calculators that include all costs and fees.

Public Respondent 4: Technology allows more information be given to customers, but information overload will cause difficulties. Current account technology has made it easier for customers to manage their money.

Public Respondent 5: Well if you see your family solicitor and then had an app for whatever he explained the results would shock you and the loan would never happen - small print what solicitor ever read it ??? Done any surveys on that ?

Public Respondent 6: N/A

Public Respondent 7: Social Media Platforms with short personalised videos providing key information tips to consumers.

Public Respondent 8: Technology is useful in acceptance of terms and conditions - customers aren't reading them anyway. They can then be sent by email so customers still have their own copy.

Public Respondent 9: By examples.

Public Respondent 10: N/A

Public Respondent 11: Chapter 4 of the Code applies here – expand it please. A regulated entity must ensure that all information it provides to a consumer is clear, accurate, up to date, and written in plain English. Key information must be brought to the attention of the consumer. The method of presentation must not disguise, diminish or obscure important information. Abuse of this is one way in which insurers can take advantage of consumers. In submitting income protection insurance claims and going through the claims process, the consumer may not have the relevant terminology or fully understand what is occurring, how, what and why unless the insurer tells them – in advance, so the consumer can ask questions. How many sick, and therefore vulnerable claimants, understand that the doctor the insurer sends them to, and to whom the claimants must tell deeply personal data, is not acting, nor is required to act, in the best interest of the claimant? Probably none, because everyone automatically trusts a doctor and because Chapter 4 of

the CPC is not applied when communicating with the consumer. Re technology: the CBI seems to thinking of this through the lens of the sender – the regulated entity. Need to think about it from the point of view of the receiver – if you are a sick individual who struggles to concentrate, headaches etc, has poor internet connection and no computer, are you really going to be able to properly assimilate, annotate and act in your best interest through reading insurance requirements on a mobile phone screen? (if you have a mobile phone).

Q.18 Does the way in which firms approach disclosure in respect of mortgage products need enhancing? If so, how? - taking account of the wide variety of features of mortgage products, and borrowers' different circumstances and needs.

Public Respondent 1: N/A

Public Respondent 2: You first need to look at the features from a first principles and ask whether they should be allowed to sell products in certain ways.

[redacted] luring customers in with discount fixed rates and fleecing them for 30+ years is unacceptable irrespective of whatever other features they may offer consumers in their mortgage products.

Cashback offers obscure the true cost of mortgages and mean providers aren't really competing on interest rates.

Getting rid of these two problems would make the market much more competitive by simplifying things for consumers and allowing them to make good choices.

Public Respondent 3: N/A

Public Respondent 4: Not Sure.

Public Respondent 5: Stick to the basics.

Public Respondent 6: I feel the issue is the lack of understanding when a consumer has difficulty meeting repayments rather than disclosure.

If you surveyed consumers that are entering arrears, you would find that firms do not support them, the solutions offered are limited and often only one offered when it may not suit that consumers circumstances

Having worked in financial services, early engagement with a consumer entering arrears, putting in place a solution even if it involves some debt write off in most cases results in the consumer coming out of arrears within 18/24 months.

Public Respondent 7: Yes.

Public Respondent 8: Seems okay.

Public Respondent 9: Unsure.

Public Respondent 10: N/A

Public Respondent 11: N/A

Theme 6 – Vulnerability

Q.19 Given that vulnerability should be considered more as a spectrum of risk than a binary distinction, how should firms' duty to act in their customers' best interests reflect this?

Public Respondent 1: N/A

Public Respondent 2: Not sure.

Public Respondent 3: There has to be a certain level of personal responsibility, but the problem as I see it is the reduction in choice for more vulnerable (elderly or non-tech-savvy) customers, which means more of them are forced along the spectrum to ways of transacting business that are not suitable for them, and that they are not comfortable with.

Public Respondent 4: As customers age it is more difficult to deal with banks, especially if you need someone a relative or not to assist you as bank rules on joint accounts are not very customer friendly. Special procedures need to be in place to allow vulnerable customers operate whilst also safeguarding their funds.

Public Respondent 5: Firms act in their best interests your findings regarding all the shortcomings of all the institutions eg trackers etc prove that - you were asleep for decades.

Public Respondent 6: Each firm must have a vulnerable consumer team independent of the business facing areas, The policies that the team operate under must allow them sufficient flexibility to put the appropriate support/solution in place for each unique case.

Public Respondent 7: Customer Due Diligence / Fact Finding exercise should enable a financial service provider to ascertain a specific vulnerability which a consumer may have.

Public Respondent 8: Ensure staff are trained in identifying possible instances of vulnerabilities and behave, assist accordingly.

Public Respondent 9: By offering value for money instead of chasing record profits (those needn't be exclusively either or and both can be achieved when the there's a will). As long as stakeholders are always number one for firms, consumer will always come second.

Public Respondent 10: Not Sure. Re: These comments relate to the CPC where Income Protection Insurance companies regulated by the CBI can process consumer claims in their, the insurer's, own interest, not that of the consumer (claimant). This behaviour is tantamount to fraudulent claim processing – it's very close to a 'perfect fraud'.

The CPC is not strong enough to prevent this, so these CPC weaknesses need to be addressed. What you are about to read, explains how and why the CPC needs to be strengthened: The convicted fraudster Bernie Madoff had the following four things in his favour: * Lack of visibility; * Lack of transparency; * Lack of controls; * Lack of oversight.

The same applies to processing consumer claims, which allows the insurer to reject the claim.

Independent Medical Examinations – these commercial medico-legal examinations are open to abuse, to the detriment of the consumer – here's how: The Medical Practitioner hired by the insurer can have no experience, competency, qualification in the relevant illness, design the medical examination any way he/she chooses, make up his/her own version of the insurer's 'definition of disability' and avoid examining and concluding on whether the actual illness of the claimant prevents return to work.

The insurer does not explain to the consumer why a particular medical examination or a particular medical practitioner is appropriate or relevant to the consumer's illness.

This means the consumer cannot challenge attendance to an unsuitable practitioner. If the consumer does not attend, the claim will not be processed.

The consumer is not provided with the referral letter the insurer sends to the medical practitioner and does not even know this referral letter exists. This letter contains a list questions the practitioner is required to answer for the insurer (The answers to these questions form the basis of the practitioner's 'report' and are relied upon by the insurer to accept or reject the claim.)

This means that the consumer has no idea what personal data the insurer is seeking from the practitioner, nor what questions the practitioner is required to answer.

The consumer is not provided with the medical practitioner's report (unless requested formally under GDPR, which can take up to 4 months to be provided to the consumer by the insurer).

This means the consumer cannot see: * if the report by the practitioner is accurate, complete, relevant; * matches the personal data obtained by the practitioner during the medical examination; * fully and completely addresses all the questions posed by the insurer in the referral letter; * the opinion provided by the practitioner regarding fitness to work and the reason for this opinion.

So the consumer cannot challenge, correct, etc.

The practitioner can write any rubbish about the consumer he/she wants to write, and there is no means of redress for the consumer. This is simply not acceptable practice. When complained to, the insurer's view is that the practitioner is an expert who can say and do what he/she wants. This is not acceptable behaviour from the insurer and is in contravention of the CPC – General Principles and section on complaints.

The insurer relies 100% on the report by the practitioner to reject the claim and does not seek any further details from the consumer.

Claim rejected. The consumer is in fact very ill, but the insurer simply says 'your claim was fairly processed and it is the opinion of the medical practitioner that you are fit to work, therefore your claim is rejected'.

In the meantime, several medical practitioners, who are NOT working for the insurer, continue to opine the consumer is unfit for work – sometimes for years. The insurer pays no heed to these practitioners, with whom the insurer does not have a commercial relationship.

Consumer Complaints: Additional guidance needs to be established and supported on the subject of consumer complaints arising from the claims handling fraud described above.

What the CPC, Consumer Insurance Contracts Act 2019 and GDPR have in common, is that the consumer's claim – which constitutes personal data, including special category – MUST BE FAIRLY PROCESSED. If fair processing is done, then the reason for accepting or rejecting the claim will be objective, fair etc and no reasonable grounds for consumer complaints would arise.

Currently, in order to get a complaint about a claim addressed, a consumer has to go to at least 3 separate regulatory functions, as each has a separate remit and none of them work together. This is a massive loophole and it is this space, albeit unintentionally, which facilitates the fraudulent claims processing scam outlined above.

This means the consumer (no money, ill etc) has to write a complaint to the insurer and then at least 3 separate complaints, each matching the remit of each regulatory functions.

(This takes forever due to the timelines involved, and holdups by the insurer, etc. In the meantime, the insurer has a barrage of legal counsel and massive legal budget so can outspend, take advantage of loopholes and 'out time' the under- resourced and ill consumer any day. The insurer is laughing all the way….):

1. The Ombudsman – for complaints under CPC and Consumer Insurance Contracts Acts 2019.

The Ombudsman will only look at complaints about the insurer and historically has not entertained complaints about the medical examination or practitioner.

In taking this approach, it appears the Ombudsman is ignoring the CPC requirement that 'outsourced activities' are required to be conducted in line with CPC and the insurer is obliged to ensure this. Further, the Ombudsman is ignoring that these examinations are commercial in nature, and therefore the normal expectations of a medical examination, for example, when being examined by a practitioner who is concerned for your health and is treating you accordingly, do not apply.

2. The Medical Council – for complaints against the practitioner. However, medical practitioners in Ireland are governed by self-regulation and the current applicable legislation does not explicitly refer to commercial medico-legal reports or examinations.

3. The DPC – Data Protection Commissioner. The consumer's personal data must be fairly processed for the specific purpose, consent must be unambiguously obtained, rights of rectification etc – clearly, the claims processing fraud above

blithely ignores this and neither the medical practitioner nor the insurer pay any heed.

Solution: The CPC should be strengthened to shorten this process and should include reference to fines, penalties, upto and including enforcing SEARS and the IAF. The CPC needs teeth.

For complaints regarding unfair claims handling/rejection by income protection insurers, there should be a single regulatory body to which the consumer can submit a complaint, which ensconces GDPR, the CPC and the Consumer Insurance Contracts Act.

Medical practitioners from all specialties should be called in to assist this Body, with legal protection, to challenge the content of the medical report, opinion etc of the insurer's medical practitioner. The same approach should be taken for assistance by the DPC.

The CBI should retain an observer status on this body as ultimate owner of the CPC and regulator of the insurer. This Body should be able to take the insurer to court, impose fines, order redress etc. An appeal process should also be in place for the consumer and the insurer.

The CBI should use this Body to assist in identify strengths and weaknesses of the CPC and other relevant legislation.

Public Respondent 11: From the discussion paper – 'Design of business processes should ensure that vulnerable consumers are not at increased risk of detriment or harm' – this is the right approach - and should include the design of preventative and detective controls - see earlier response in this submission.

The only real way to ensure that firms are acting in the consumer's best interest is to mandate that every step in the process and decision made by the insurer, is documented at the right time, by the right persons and in the right way. All of this is should be available for inspection by the CBI and Ombudsman (where the Ombudsman is investigating a complaint made by the consumer).

Risk registers should be obliged to document the risk of not acting in the consumer's best interest, hiring fake practitioners, non-compliance with the CPC,etc, and signed off by the Board annually. These risk registers should be available to the CBI for review. Embedding 'acting in the consumer's best interest' must be demonstrated by documentary means by appropriate parties in order to be of value.

The practice of the insurer engineering claims to be rejected, must stop.

One practical solution which should be included in the CPC – again, for income protection insurance claims: the insurer should document (evidence) how it considered if a consumer was vulnerable, how, why etc, with specific reference to the claim forms submitted by the GP and claimant. For example, an insurance claim form which annotates that the claimant struggles to maintain concentration, make decision etc, clearly indicates that this consumer is likely to be vulnerable.

This document should have maker & checker signoff and be done by appropriately trained and experienced staff in the regulated entity. [this can be checked by CBI during inspections].

Next, the claimant should be advised by the insurer – 'we consider you are/not classed as a vulnerable consumer under the CPC because…[…]. If you have data which disagrees with our assessment, please provide this to us within XX days. In the absence of response, we will proceed to process your claim as a vulnerable/not vulnerable consumer in accordance with our decision'.

Only then, should the claim process, medical assessment and appeal take place.

Similar evidence-based controls should be in place by the insurer to protect consumers when processing claims regarding: 1.selection of the type of medical assessment; 2. selection of the medical practitioner; 3. evidence of verification that the licences used by the practitioner are valid, current and confirmed by the right source at the right time; 4. evidence that the practitioner has been informed of the obligation to adhere to the requirements of the CPC - signed and dated by the practitioner before each medical assessment; 5. review for accuracy, completeness, relevance and appropriateness by the insurer of the practitioner's report against the referral letter; 6. correct application of the insurer's 'definition of disability' by the practitioner in his report; 7.evidence that the practitioner conducted the right tests in the right way for the right purpose(e.g that copyright tests were conducted in the right way, completely and accurately and records exist to prove it, and where the practitioner made up his own test, this is clearly documented and justified - faking tests can be used as an excuse to say the claimant is fit for work and the claim should be rejected); 8. Evidence that the level or amount of testing conducted was appropriate, meaningful and relevant (ie, an insufficient level of testing can be used as an excuse to say the claimant is fit for work and the claim should be rejected) full disclosure to the claimant regarding why the claim was rejected; 9. Evidence that the claim forms were checked against the practitioner's report for relevance, accuracy, correct application of testing etc etc; 10.specific written details on how to appeal, when, etc; 11. full disclosure on how a complaint was investigated, steps taken to verify accuracy of final decision, by whom, when, resources and evidence used etc;

The consumer must be advised that another person can attend with or /help them if they so wish. This means that if the consumer needs help, they can source it (family, friend, GP or someone who will act in their best interests, if they cannot do it themselves).

Q.20 What other specific measures might be adopted to protect consumers in vulnerable circumstances while respecting their privacy and autonomy?

Public Respondent 1: N/A

Public Respondent 2: Not sure.

Public Respondent 3: Improve customer service so that financial-service providers are required to provide a certain level of human interaction (on phone or in branch).

Public Respondent 4: As customers age it is more difficult to deal with banks, especially if you need someone a relative or not to assist you as bank rules on joint accounts are not very customer friendly. Special procedures need to be in place to allow vulnerable customers operate whilst also safeguarding their funds.

Public Respondent 5: Undue influence.

Public Respondent 6: Each firm must have a vulnerable consumer team independent of the business facing areas, The policies that the team operate under must allow them sufficient flexibility to put the appropriate support/solution in place for each unique case.

Public Respondent 7: I cannot think of an answer for this.

Public Respondent 8: It seems to be too formal and the recording of info that may become obsolete is a risk as it may inform prejudice. One requirement for staff on the ground but customer transaction are largely moving online.

Public Respondent 9: Unsure without being given some sort of example.

Public Respondent 10: Not Sure. Re: These comments relate to the CPC where Income Protection Insurance companies regulated by the CBI can process consumer claims in their, the insurer's, own interest, not that of the consumer (claimant). This behaviour is tantamount to fraudulent claim processing – it's very close to a 'perfect fraud'.

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court, impose fines, order redress etc. An appeal process should also be in place for the consumer and the insurer.

The CBI should use this Body to assist in identify strengths and weaknesses of the CPC and other relevant legislation.

Public Respondent 11: The CBI needs to overhaul how income protection insurance claims are handled by insurers, to prevent insurers from engineering claims to be rejected.

This means that oversight, transparency, accountability, responsibility, controls, and clear communication must be evidenced at each step and each decision stage of the claims process – including appeals, and extend to third parties to whom activities are outsourced – including medical practitioners. This should be evidenced right up to Board level.

Explanation: With specific regard to income protection insurance in the event of a person being ill, where this insurance is offered by CBI regulated entities: Anyone who is submitting a claim for this type of insurance should automatically be categorized and treated as 'vulnerable' by the CPC and insurer, as one must already be signed off as medically unfit to work by a GP, often for a long time, e,g 6 months. So this is not trivial illness. Vulnerability should be a default position.

When you are truly sick, you are weak – physically and mentally and have low energy. You have no choice but to rely on others to act in your best interests – as the CPC says they should. It can be that you can't even concentrate long enough to fill in the insurance claim form, or struggle to express yourself adequately as due to being fatigued or cognitively impaired, you can't remember the words.

There are no controls in place to protect these vulnerable claimants. This is fraud an insurer can easily and deliberately conduct on the vulnerable claimant. Anecdotally, this has been going on for years. The value of claims fraudulently refused must easily run to millions and millions. This is worse than the tracker-mortgage scandal, as this is done to sick, vulnerable people who cannot protect themselves, do not have visibility to what happens or why, do not have the financial, IT or educational resources to fight it, nor the time to submit complaints to the Ombudsman. By the time it gets to the Ombudsman- if – it can already be too late. There is also no collective voice for these claimants as the CBI does not listen to individuals and the Ombudsman only deals with individuals. This is a regulatory gap in consumer protection which needs to be closed.

When a valid claim is engineered to be rejected by the insurer, the vulnerable person has no income, cannot pay rent or mortgage, runs into financial difficulties, becomes even more ill, and may try to return to work too soon, fail and be fired. Desperately needed relationships with family and friends can disintegrate. You might eventually kill yourself.

The CPC does not sufficiently protect vulnerable claimants in this arena, so it needs to be strengthened by virtue of completely new section in the CPC, including upholding GDPR obligations. There needs to be transparency, oversight, accountability, and responsibility in how these claims are processed. These CBI

regulated entities should also be brought into SEARS asap. The position of Chief Medical Officer (CMO) needs to be subject to the CBI's Fitness & Probity, as the role should be one of regulatory governance and compliance, not purely medical.

I also recommend the CBI working with the Medical Council of Ireland to jointly arrive at mandatory guidance for medical practitioners who conduct non-therapeutic, commercially- focused medical examinations on non-patients on behalf of insurers, as the CPC applies to these practitioners due to being 'third parties'.

The Medical Council does not reference the CPC, although vaguely references these medical reports in their Guide to Ethics and Professional Conduct. The Council does not oblige practitioners to handle these medical examinations fairly and professionally. There needs to be joint regulatory oversight where practitioners who are concluding these medical examinations on behalf of insurers, on vulnerable consumers, are required to adhere to the CPC.

The insurer relies 100% on the opinion of the practitioner – no independent thought, controls or oversight are exercised by the insurer so this is not an 'arms-length' relationship. The insurer's staff are administrative and do not have medical knowledge or qualifications. The CMO is not involved. Although the practitioner is a 'third party' acting on behalf of the insurer as per the CPC, the CPC's 'General Principles' applicable to the insurer over the practitioner in terms of acting honestly etc, are ignored, as no checks are in place by the insurer to ensure that the medical examination and report are fit for purpose.

There is deliberately engineered fraud (or deception) going on in this arena – it centres on the claimant (you) having your claim rejected because of an illness you don't have, while the illness preventing you from working, is ignored. This fraud is very carefully but deliberately done. A review of cases published by the Ombudsman will show claimants saying that they were examined by a psychiatrist, even though they didn't have a mental disorder, and their claim was subsequently rejected. This is excused by the insurer as being 'standard industry practice acknowledged by the Four Courts, medical community and Ombudsman'.

The following is a familiar example of how the CPC is 'worked-around' or ignored in relation to these claims:

You are biologically ill. You do not have a mental disorder and have not been diagnosed with such. Without rationale or justification, you are examined for a mental disorder by a medical practitioner who also specializes in psychiatry. You don't know this is happening (being assessed for a mental disorder) as the insurer has not informed you of this purpose, you only know you are being assessed by a doctor. Your claim form doesn't state that a mental disorder is preventing you from working (specific categories of illness recognized by the World Health Organization (WHO)), neither does your own GP on the claim form they submit about you.

Your consent for the examination is obtained on the basis that you are being examined to see if your actual illness is preventing you from working, which is the insurer's contractual 'definition of disability'. If you don't give consent for the

insurer's selected medical examiner to assess you, your claim will be rejected on grounds of non-cooperation. At this stage, you have no reason to suspect anything is wrong and trust the insurer and medical practitioner implicitly. Afterall, the CPC says they have to act in your best interests. The Consumer Insurance Contracts Act says the claim must be fairly processed. Both the CPC and Act are aligned in this regard.

You are just told to turn up for examination. You are not given any preparatory information (in contrast to the Dept of Social Welfare who are fully transparent in in advance what to expect, why and how, any questions etc – the CBI & Medical Council should use this as a useful comparator of good practice to protect vulnerable consumers).

Next, the practitioner's report concludes on an illness you don't have ('I examined Mr X for YY illness and due lack of same, consider Mr X is fit to resume employment') and which you never claimed was preventing you from working. The practitioner avoids concluding on your actual illness, so fault cannot be found with him later and he is not contradicting your GP or any other practitioner – it's all very, very carefully worded and thought out.

This is a breach of the CPC as the claim is not fairly processed and breaches the CPC General Principals.

You are not given the report, so you don't know what is says. The insurer merely discloses: 'the doctor deemed you fit to work' and rejects your claim (not providing full disclosure of why the claim was rejected is a breach of the CPC).

The insurer says you can appeal within 4 months. One of two things happens:

Not realizing what has already happened, you appeal. The process repeats. Claim rejected again. You are puzzled, and frightened as you're still sick so can't return to work, you've no money. – you haven't been paid for months at this stage and savings are gone, or nearly so. That is, if you had any to begin with.

Or:

You ask for the medical examiner's report, as you need to see why the claim was rejected in order to submit a proper appeal. It is provided to you AFTER the appeal date. When you see the report, you realize what has happened. You complain to the insurer that the claim has not been fairly processed. The insurer doesn't investigate properly (also a breach of the CPC), doesn't challenge the medical practitioner (also breach of CPC – third party – general principles) and fobs you off.

You ask the insurer why they chose a psychiatrist. They don't answer you. [before the examination takes place, the insurer is supposed to choose the type of medical examination to ensure it is appropriate and relevant to your claim]. Even though its' months and months after the medical exam, they ask the psychiatrist to provide verbiage, which they repeat to you. You also point out that you did not give consent for a psychiatric assessment, so your consent was not validly obtained. The insurer ignores this too. You point out that that the 'definition of disability' is not restricted to mental disorders, so you claim needs to be processed for biological illness. The insurer ignores this too.

You ask them which symptoms cited on the claim form submitted by you and your GP, related to which mental disorders (which they should have documented before the medical examination to help them choose the right type of examination). They don't answer you. They ask the psychiatrist to provide verbiage , which is repeated to you. The insurer just does the admin of the claim and there's no oversight of the practitioner, which is why they can't answer any questions.

You also tell the insurer that you didn't have a mental disorder. You are ignored. You also tell the insurer of the severity of the symptoms you do have, to give them a chance to process the claim fairly, including arranging a proper medical examination. You are ignored again.

You are told you can still appeal. The new appeal timeframe is now unrealistic and unachievable – e.g 7 working days. But still you aren't given any details by the insurer on how to appeal, what data they will accept, from whom etc (also a breach of the CPC).

Then the insurer tells you to complain to the Ombudsman (as required by CPC). So you do. But the Ombudsman might not be strong enough to stand up to the insurer in a timely manner and you are still sick – you need the claim to be fairly processed.

Note: the emphasis is on 'fairly processed' – not accepted or rejected, just fairly and objectively processed in order to arrive at a right and justified decision to accept or reject. Fair procedures - as required by the CPC.

And during all of this, the insurer continues to pocket premiums covering you!

To provide indications on where and how the CPC needs to be strengthened and evolve:

Annually, the Ombudsman should be presenting the CBI with the number of complaints relating to this type of insurance, with a breakdown of how many complainants said the medical examination was not relevant to their illness. The Ombudsman should be utilised as an information source for the CBI in exercising the remit of protecting consumers, by providing aggregated statistics etc, to indicate problem areas and trends..

Annually, the Insurers should also be providing the CBI with the number of claims rejected and reason therefore – this population should be validated by the CBI for completeness, then sample tested for controls and adherence to CPC requirements.

Theme 7 – Financial Literacy

Q.21 What can the responsible authorities do to improve financial education?

Public Respondent 1: N/A

Public Respondent 2: Teach pensions, investments, taxes etc ... in schools.

Public Respondent 3: N/A

Public Respondent 4: Has to be in schools\third level but with very full curriculum in schools may be difficult. Also education needs to target the different stages in a customers life opening accounts, mortgages, loans, savings, pensions. A 16 year old does not need to be education on pensions.

Public Respondent 5: Educate your solicitors - they passed an exam that's all.

Public Respondent 6: Firms want to engage with students, (███ build a Bank as an example). Regulate that they have to develop financial training material that is engaging for second level students.

Public Respondent 7: Engagement with various Governance Departments including Department of Education and Department of Children, Equality, Disability, Integration and Youth to improve financial education.

Public Respondent 8: Staff knowledge and brochures that are fit for purpose

Public Respondent 9: That money inflation is the greatest theft of workers salaries in the history of humanity. That profits will always be privatised but loses nationalised. That consumers will be blamed for financial illiteracy rather than constant and blatantly obvious erosion of living standards and that it's their fault for not being paid enough

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.22 How can consumers be empowered to better protect their own interests when dealing with financial matters?

Public Respondent 1: N/A

Public Respondent 2: Not sure.

Public Respondent 3: N/A

Public Respondent 4: N/A

Public Respondent 5: Undue influence.

Public Respondent 6: The onus here should be on the firms to act in the consumers interests.

Public Respondent 7: Improved Financial Education.

Public Respondent 8: Customers should be asked whether they have had this product previously or whether they fully understand the product. They should have more time to read the detail and advised how to get more info. Cooling off periods may also help. Understaffing in firms is also an issue.

Public Respondent 9: Being able to compare similar offers on the market and making an informed decisions.

Public Respondent 10: The CPC should clearly reference other relevant legislation, such as the Insurance Consumer Contracts Act 2019 and GDPR - Data protection, in addition to how and to whom to submit complaints, after having a

complaint rejected by the insurer.
Consumers need to see relevant info in one place, so use the CPC as a 'One Stop Shop' concept in this regard.
The CBI has a 'Consumer Division' but as the CBI does not engage directly with consumers, the exact remit, function and workings of this division aren't really clear - does this Division own the content and enforcement of the CPC for example?
Also, the how the CBI and Ombudsman work together to protect the interests of consumer could also be made more clear.
Also, (and this is meant well), it really isn't helpful to a consumer to have so many CPC versions and links and consolidations etc of the CPC on the CBI website...
Would you please have one version and pop everything else into a 'resources' section or something.
Finally, many thanks for doing this consultation and having such a good timeline for responses - much appreciated!

Public Respondent 11: N/A

Theme 8 – Climate Matters

Q.23 How should the financial system best fulfil its role in supporting the transition to a climate neutral economy?

Public Respondent 1: N/A

Public Respondent 2: N/A

Public Respondent 3: N/A

Public Respondent 4: Encourage savings\investment products in climate neutral economy, getting involved in circular economy.

Public Respondent 5: Not flying all over the world to cop conferences. Wining and dining creating expenditure to be paid through bank levies etc etc at the dear cost of the unsuspecting and uneducated consumer of financial products who is merely looking for a roof over his head a place for his family to grow and be safe. You have lost touch with true reality.

Public Respondent 6: Better support for climate led initiatives.

Public Respondent 7: Regulatory Fines for regulated financial service providers who are not transitioning to an ethically cleaner investment environment.

Public Respondent 8: More green products.

Public Respondent 9: By empowering people, not firms. Solar energy is far to expensive for most even after any potential grants and far more security around energy prices.

Anybody that has as much considered an electric vehicle with the current energy prices has likely decided against, which further hinders our steps to a carbon neutral economy.

Benefit in mind should be minimal on company electric vehicles in comparison to fossil fuel vehicles

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.24 How will climate change impact on availability, choice and pricing for financial products and services?

Public Respondent 1: N/A

Public Respondent 2: Not sure. Will it increase risk all around, leading to high costs? People will still have to pay their mortgage if their house is under the ocean.

Public Respondent 3: N/A

Public Respondent 4: N/A

Public Respondent 5: Climate wont impact on availability choice or pricing but having a poor economy with expensive houses will remember Ireland had over 55k Ukrainians who have noTHING it has really and truly begun.

Public Respondent 6: N/A

Public Respondent 7: Challenging auto sales / leasing marketplace.

Public Respondent 8: N/A

Public Respondent 9: It will likely cause some services somewhere far more expensive and limited.

Public Respondent 10: N/A

Public Respondent 11: N/A

Q.25 Does the impact of climate change require additional specific consumer protections?

Public Respondent 1: N/A

Public Respondent 2: Not Sure.

Public Respondent 3: Not Sure. I'm not sure that financial firms have any role other than ensuing that their individual business infrastructure and logistics are as 'green' as possible.

Public Respondent 4: Not Sure. Depends, if asking customers to invest in climate benefitting projects are they riskier than other investments.

Public Respondent 5: Yes. We are an island nation we import maybe go back to living in huts we see along the roads in USA our only problem is our weather it's cold and damp not much we can do other than protect consumers from vultures which you are very keen to protect.

Public Respondent 6: No.

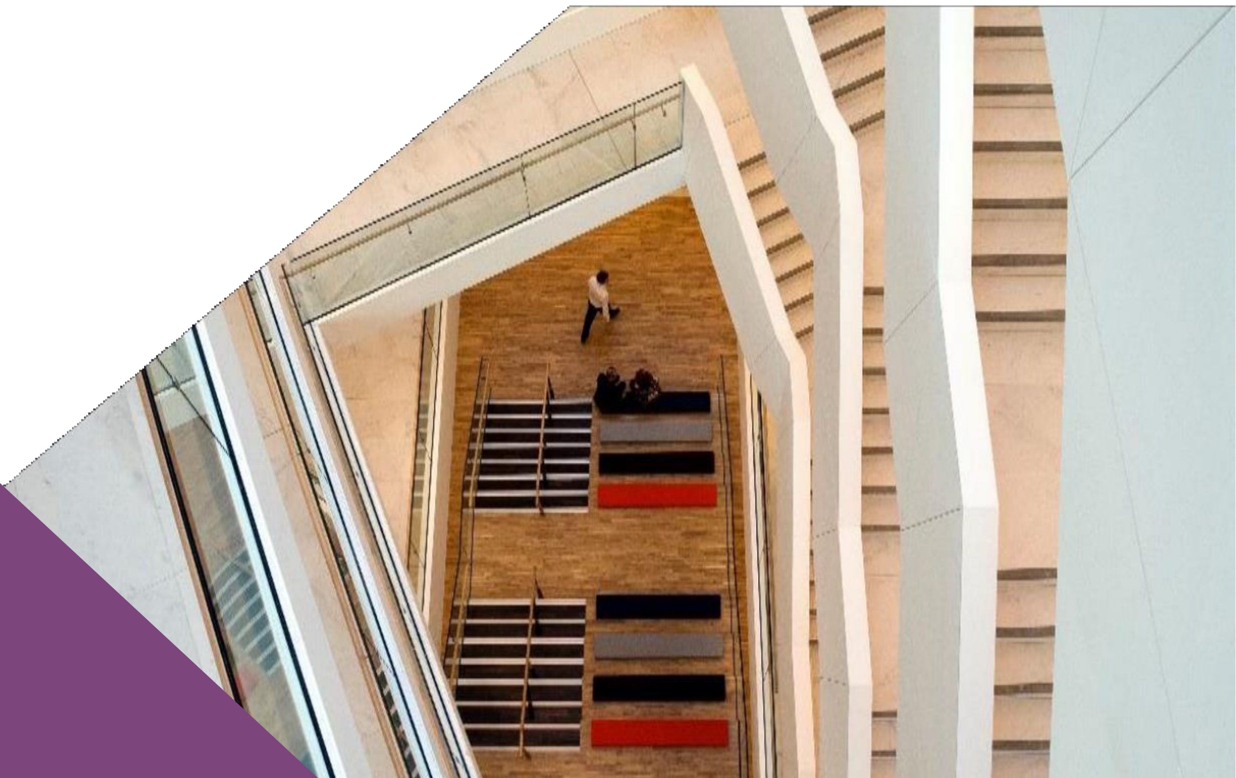
Public Respondent 7: Yes.

Public Respondent 8: No

Public Respondent 9: Yes. I I am sure it will eventually if not very soon yes.

Public Respondent 10: N/A

Public Respondent 11: N/A



Central Bank of Ireland - UNRESTRICTED
Central Bank of Ireland - UNRESTRICTED

T: +353 (0)1 224 5800
E: publications@centralbank.ie
www.centralbank.ie

Banc Ceannais na hÉireann
Central Bank of Ireland

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