



Association of British Insurers

ABI Code of Practice
for
Genetic Tests
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Association of British Insurers
51 Gresham Street,
London EC2V 7HQ
Tel: 0207 600 3333
Fax: 0207 696 8999
Web site www.abi.org.uk
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1 Introduction

- 1.1 The Association of British Insurers (ABI) is the trade association for the UK insurance industry.
- 1.2 The Code of Practice for Genetic Tests (the Code) governs insurers' use of predictive genetic test results. Compliance with the Code is a condition of ABI membership. It identifies a standard that ABI member companies must meet, and upon which companies may wish to build.
- 1.3 The Code was originally introduced in 1997 and, following the latest review, is scheduled to last until 2014 with the next planned review in 2011.
- 1.4 This edition of the Code acknowledges the dispute resolution arbitration service and the option for direct communication with the applicant where they know about their condition. This edition came into effect on 13 June 2008 and will be revised in 2011. It supersedes and replaces all previous editions.

2 Definition of genetic tests

- 2.1 A *genetic test* is defined as a test that examines the structure of chromosomes (cytogenetic tests) or detects abnormal patterns in the DNA of specific genes (molecular tests). A genetic test can be predictive or diagnostic:
 - a *predictive* genetic test is taken prior to the appearance of any symptoms of the condition in question
 - a *diagnostic* genetic test is taken to confirm a diagnosis based on existing symptoms

3 What the Code of Practice covers

- 3.1 The Code is applicable to insurance where an applicant may disclose a predictive genetic test result.
- 3.2 The broad classes of insurance for which genetic test results may be relevant are confined to the following products:
 - Life
 - Critical Illness
 - Income Protection
- 3.3 Insurers will not use information from predictive genetic test results to underwrite Travel insurance, Private Medical Insurance, or any other one-off or annual policy, or for long-term care policies.

4 Who the Code of Practice applies to

- 4.1 The Code applies to all companies that are members of the ABI. Compliance with the provisions of the Code is a mandatory requirement of ABI membership.

5 Concordat and Moratorium on Genetics and Insurance

- 5.1 The 'Concordat and Moratorium on Genetics and Insurance' is a policy agreement between the ABI and the Government on the use of genetic test results in insurance underwriting practices.¹
- 5.2 The Concordat and Moratorium set out the policy on how predictive genetic tests may be used and the insurers' agreement not to use specified genetic tests.
- 5.3 The Code must be implemented in conjunction with the Concordat and Moratorium on Genetics and Insurance. Compliance with the Code is overseen by the government's advisory body, the Genetics and Insurance Committee (GAIC).

¹ Copies can be obtained from the Department of Health at www.dh.gov.uk

6 Principles on which the Code is based

- 1 Applicants will not be asked to, nor be put under any pressure to, undergo a predictive genetic test in order to obtain insurance.
- 2 Insurers may only take into account adverse results of those predictive genetic tests that the government's advisory body, GAIC, has decided are technically, clinically and actuarially relevant.
- 3 There must be no increase in the premium or worsening in the terms an insurer offers, arising from such a test, unless GAIC has decided that an adverse predictive genetic test result is technically, clinically and actuarially relevant for insurance purposes.
- 4 A predictive genetic test result, indicating the absence or mitigation of a genetic risk factor, may alter the effects of a family history of a genetic condition, and so avoid the need for a loading. Insurers should publish their policy in respect of normal (negative) or mitigating genetic test results.
- 5 Insurers must not offer individuals lower than standard premiums on the basis of their predictive genetic test results: that is, genetic test results cannot be used as a trigger for allowing preferred life underwriting terms. Insurers may use a normal (negative) predictive genetic test result to reduce the impact of loading which would otherwise have applied due to the applicant's known medical or family history.
- 6 Written reasons for any increase in premium or rejection of an application due to a genetic test result must be provided on request.
- 7 Insurers must monitor their staff's compliance with this Code and must take action where there has been a breach.
- 8 The insurance company's Chief Executive must certify insurers' compliance with the Code annually to the ABI. Insurers must also complete the data return associated with the compliance exercise.

Standards

7 Compliance and reporting

- 7.1 Insurers must maintain a log of the details of all applications where a genetic test result is disclosed, and the underwriting decision made on them. This information will be provided to the ABI through the annual compliance exercise. The content of the log is directed by GAIC.
- 7.2 The ABI reports annually to GAIC on compliance with the Code and moratorium. The report includes information on any non-compliance under the Code. GAIC reports to government on insurers' compliance with the Code and moratorium. The ABI will publish the results of its annual compliance exercise.

8 Information to applicants

- 8.1 The applicant should be advised that they must answer an insurer's questions carefully, accurately and to the best of their knowledge and belief and provide all information requested, as outlined in section 8.3.
- 8.2 The insurer must obtain the applicant's prior, explicit, informed consent to the handling of personal information.
- 8.3 Before the application form is completed, the insurer must make the following clear to the applicant:
- a) Diagnostic genetic test results do need to be disclosed.
 - b) Predictive or diagnostic genetic test results acquired as part of clinical research do not need to be disclosed.
 - c) Predictive genetic test results do not need to be disclosed in applications for insurance below the financial limits set out in the moratorium. Guidance to General Practitioners is in the Medical Information and Insurance guidelines available at www.abi.org.uk and www.bma.org.uk.
 - d) Predictive genetic test results must only be disclosed in applications for insurance above the financial limits set out in the concordat and moratorium, if the tests have been approved by GAIC. Approved tests are listed at www.doh.gov.uk/genetics and www.abi.org.uk. This list should be made available to applicants on request.

9 Applicant obligations and rights

- 9.1 Applicants are under no obligation to:
- a) Take a genetic test.
 - b) Disclose the results of a predictive genetic test undertaken by another person (such as a blood relative).
 - c) Disclose the results of a genetic test acquired as part of clinical research.

- d) To find out medical information not known to him/her to complete the application form.
- e) To consent to disclosure of identifiable personal information to another party outside of the insurance company unless they are directly involved in assessing or managing the application or claim, or in reinsuring the risk.
- f) Reveal the results of any future predictive genetic test to the insurer.

9.2 All applicants have the right to:

- a) Change their mind about proceeding with the application for insurance.
- b) Apply to another insurer.
- c) Expect the insurer to assess an insurance application fairly, based solely on relevant evidence.
- d) See a medical report prepared by their doctor before it is sent to the insurer, and to amend or add comments to it, under the Access to Medical Reports Act 1988 (or equivalent legislation in Northern Ireland) .
- e) Ask the insurer to provide a clear explanation of whether and (if so) to what extent, a predictive genetic test result contributed to the underwriting decision.
- f) Ask the insurer to review any adverse underwriting decision based on a relevant predictive genetic test result.
- g) Complain about any alleged breach of this Code. The complaints procedure is set out in section 15.
- h) To find out what personal, including medical, information the insurer has on file about themselves other than in specific circumstances, under the data protection legislation.

10 Underwriting

10.1 Insurers must not use information from predictive genetic test results to underwrite unless:

- a) The predictive test is approved by the government's Genetics and Insurance Committee as clinically reliable and actuarially relevant and the application for insurance is above the financial limits set out in the moratorium.
- b) A favourable test result is disclosed by the applicant to nullify a potential rating or exclusion that would have been applied due to family history.

10.2 An applicant may choose to disclose a predictive genetic test result that is in their favour in order to over-ride family history information. Insurers must publish information about the way they will use such test results to inform the underwriting decision. For example, a favourable (negative) result may be taken into account if it is relevant and could prevent a loading that would otherwise have been applied because of the applicant's family history. An adverse (positive) result may only be taken into account if it is favourable to the applicant (see Principle 4).

- 10.3 A predictive genetic test result declared by an applicant will not be linked to, or taken into account during, the assessment of an application for insurance from another person.
- 10.4 Applicants will not be required to disclose the results of a predictive genetic test undertaken by another person (such as a blood relative). If such information is received it must be ignored unless taking the result into account will produce a decision in the applicant's favour.

11 Internal handling of genetic test results

The role of the Nominated Genetics Underwriter (NGU) and the Chief Medical Officer (CMO)

- 11.1 Insurers must nominate an underwriter with sufficient seniority in the company (and each subsidiary). This person is to be known as the Nominated Genetics Underwriter (NGU). Their responsibilities are described in Annex 1. A deputy nominated genetics underwriter must also be identified, to cover absences of the NGU.
- 11.2 Insurers must pass all applications containing a genetic test result (whether predictive, diagnostic, carrier, or unknown) to the NGU for a decision on insurability, and to ensure the secure handling of the test result.
- 11.3 When the NGU receives an application involving complex² genetic information, the NGU must consult a medical practitioner, normally the insurance company's Chief Medical Officer (CMO) before reaching a decision. The responsibilities of the CMO are described in Annex 2.
- 11.4 If the NGU, or the CMO, has evidence and is certain that an applicant *does* know the result of their genetic test, the NGU or the CMO may communicate the decision to the applicant directly, without going through the applicant's medical adviser.
- 11.5 If the NGU, or the CMO, believes that an applicant *does not* know the result of a genetic test³ (or if this is unclear) and the applicant's consent has been obtained, the NGU or the CMO will contact the applicant's medical adviser before informing the applicant of a decision to increase the premium or decline the application. This may slow down the process of obtaining cover, but it ensures that the applicant can be given relevant medical information by his / her medical adviser. In these circumstances, insurers will not communicate medical information to clients.

12 Security and confidentiality of medical information

- 12.1 Each company must have a Confidentiality Policy in place governing the security, handling, transfer and storage of medical and other sensitive

² such as, the interaction of different genes along with environmental effects, e.g. smoking or diet

³ predictive, diagnostic, carrier, unknown

information. The insurer should be able to demonstrate that its practices are secure. The guidelines in Annex 3 may be used as a benchmark.

- 12.2 The Chief Executive is responsible for the Confidentiality Policy, upon which the CMO must be consulted. The Chief Executive may delegate the responsibility to the CMO, if he/she occupies a senior position within the company, or another senior member of management.
- 12.3 Insurers must ensure that as few staff as are necessary will have access to sensitive information, including genetic test results. Details of how this is to be achieved must be contained in each company's Confidentiality Policy.
- 12.4 The insurer must obtain the applicant's prior, explicit, informed consent to:
 - a) Handle personal information. This includes any genetic test result.
 - b) Request information relating to the applicant, including any genetic test result from the applicant's medical adviser. Details are available in the joint ABI/BMA guidance 'Medical Information and Insurance' and from ABI's guidance on General Practitioner Report forms.
 - c) Share any information obtained about an applicant with other insurance companies, reinsurers or third party administrators.
- 12.5 The insurer must fully specify the purposes for which the data are required. The data may be used and kept by the insurer only for these purposes. The insurer must comply with the Data Protection Act and not retain out of date and/or irrelevant personal data about an applicant.

13 Education and training

- 13.1 Insurers must take steps to ensure that as few staff as practicable are involved in the handling and interpretation of genetic test results.
- 13.2 A contact point (the NGU) must be provided for internal enquiries concerning genetic issues.
- 13.3 Insurers must provide their employees and any third party (for example, an administrator who acts on their behalf) with sufficient information and training so that they can reasonably be expected to understand the content and meaning of:
 - a) The Code and the moratorium and concordat in so far as they relate to their particular jobs and responsibilities under it.
 - b) Other relevant industry codes of practice, and legislation such as the Data Protection Act and the Disability Discrimination Act.
- 13.4 If a breach of this Code occurs insurers must take appropriate action. This may include, for example, informing/apologising to the applicant that a breach has taken place, taking disciplinary action, retraining staff, and/or amending procedures.
- 13.5 Insurers will keep themselves informed of wider developments in genetics likely to affect insurance and risk assessment, including treatment or lifestyle

choices, by appropriate means; for example, through observing the information and advice in ABI circulars, reinsurers' circulars, general publications, relevant websites, or validated research results. Staff working in this area will be encouraged to attend relevant seminars and conferences.

- 13.6 Insurers must incorporate into their procedures new information that affects the way certain genetic diseases are underwritten as quickly as is practicable.

14 Research

- 14.1 Insurers will support research initiatives where practicable (and lawful), for example by sharing aggregate, anonymous data with those involved in research, with geneticists, and with the Continuous Mortality Investigation Committee at the Faculty and Institute of Actuaries.
- 14.2 Insurers will consider applications for funding for genetic research projects that are relevant to insurance.

15 Complaints

- 15.1 Where an applicant believes that they have been treated unfairly on the basis of a disclosed genetic test result, whether predictive or diagnostic, the insurer must provide:
- a) Details of the complaints process.
 - b) The applicant's rights and obligations under it.
 - c) On request, a copy of this Code, in order to explain what the Code covers.

This does not affect the applicant's rights to use alternative complaints mechanisms.

- 15.2 Insurers must investigate and deal with any complaint made under the Code promptly and in accordance with the Financial Services Authority (FSA) regulations handbook at: www.fsahandbook.info/FSA/html/handbook/DISP. The ABI good practice guide on complaint handling is at: www.customerimpact.org.
- 15.3 If, at the end of the complaints process, the insurer does not resolve the complaint, the insurer must notify the customer in writing that they have the right to complain under this Code to the free⁴ independent Arbitration Service, administered by the Chartered Institute of Arbitrators (www.arbitrators.org), that will look at all underwriting complaints including decisions. This does not affect their rights to use existing alternative complaints mechanisms, such as the Financial Ombudsman's Service⁵ (www.financial-ombudsman.org.uk) that may look at other underwriting matters, or the courts.
- 15.4 The timeframes⁶ stated in the FSA handbook apply to accessing the arbitration service (www.fsahandbook.info/FSA/html/handbook/DISP/1/6). In

⁴ ⁵ This service is free to customers

⁶ Dispute Resolution DISP 1.6 time limit rules

exceptional cases, such as when the complainant has been or is incapacitated, applicants may be allowed to begin the complaints procedure after the stated time.

- 15.5 Insurers can assess their complaint management systems through the ABI customer impact annual benchmarking exercise. The ABI customer impact survey is at: www.customerimpact.org.

Annex 1 Duties and responsibilities of the Nominated Genetics Underwriter

- A1.1 Each insurer will nominate a central reference point within the company for each application in which a genetic test result is disclosed. This person will be a senior underwriter, who will be known as the Nominated Genetics Underwriter (NGU).
- A1.2 The NGU's responsibilities include the following:
- a) To be registered with the ABI as the company's NGU.
 - b) To ensure that a deputy NGU is available to cover their absences.
 - c) To hold, and to have a thorough knowledge of, an up to date copy of the Code of Practice.
 - d) To keep up to date with relevant developments in genetic science and technology. Helpful sources of information will include ABI circulars and briefings, industry updates, conferences and seminars, and the internet.
 - e) To consult a medical practitioner, normally the insurance company's CMO, on any application involving complex genetic medical evidence.
 - f) To base all decisions on the facts, on expert medical and genetic opinion, and on his or her own professional judgement.
 - g) To disregard any test where it is not clear whether it is covered by the moratorium or not.
 - h) To ensure that where an application involving a genetic test result is too great a risk to insure the insurer *must* consider offering alternative terms, where practicable, such as excluding the genetic risk whilst providing cover for other risks. This is in line with insurers' responsibilities under the Disability Discrimination Act 1998. The potential to offer alternative terms will depend on the type of insurance and the legal requirements to which it is subject; it will be more practical with Critical Illness cover, for example, than with Life insurance.
 - i) To record the decision making process and the underlying rationale clearly, so that for cases involving a genetic test result, a full explanation can be given upon request.
 - j) To assist with, and contribute to, the insurer's internal monitoring mechanisms, where appropriate.
 - k) To report any breach of the Code to the person responsible for compliance, and to assist in implementing any corrective action.
 - l) To contribute to, or maintain, a log of all applications where any genetic test result is disclosed.
 - m) To assist with, and where appropriate provide, education and training for relevant staff.
 - n) To ensure that genetic information disclosed when an insured person makes a claim, and that was not disclosed at application stage, is treated in accordance with the moratorium, concordat and Code. For instance:
 - If a policy is taken out during the moratorium and a claim arises post-moratorium, the insured person's non-disclosure at point of application will be treated in accordance with the moratorium and concordat which existed at the time the policy was taken out.

- Predictive genetic tests results that are not disclosed until the point of claim will not impact on payment of the claim unless the conditions of the moratorium and concordat, applicable at policy inception, allow this (i.e. GAIC approved tests and policy values above the moratorium financial limits).

Annex 2 Duties and responsibilities of the Chief Medical Officer

A2.1 The nominated genetics underwriter in each insurer must consult the company's Chief Medical Officer (CMO) on each application in which a complex genetic issue is disclosed. The CMO's responsibilities in such cases are set out below.

Insurance companies offering long-term insurances

A2.2 UK insurance companies selling long-term insurance products (such as Life, Critical Illness and Income Protection) employ (often on a part-time basis) a Chief Medical Officer to act as their medical adviser. Whether these doctors are Consultant Physicians or GPs, they are accountable to the General Medical Council for their professional conduct.

The CMO's duties include:

- a) Contributing to the development of the company's underwriting philosophy and practice.
- b) Advising the Chief Executive and Chief Underwriter in relation to the company's policy on confidentiality and security of clinical information. This will include advising that only staff with a business need to handle medical evidence, as directed by the CMO, should have access to that evidence.
- c) Liaising with medical examiners, medical advisers and other relevant disciplines.
- d) Providing medical training for underwriters.
- e) Providing expert advice to the underwriter on complex cases and where necessary consulting a genetics specialist.
- f) Providing expert advice on medical documentation to the insurer.
- g) Keeping the insurer abreast of major medical advances, including those in the areas of genetic science and technology.
- h) Providing expert medical advice on claims, when there is a dispute, or when irregularities are suspected.
- i) Exercising his or her judgement on issues of medical ethics.

Annex 3 Confidentiality guidance

A3.1 Introduction

- A3.1.1 The ABI Code of Practice on Predictive Genetic Testing requires companies to have a documented set of practices in place to ensure that confidential information, including medical information, about their customers is held, and transferred, securely. Companies should be able to demonstrate that confidentiality practices are secure. These practices must conform to the provisions of the Data Protection Act 1998 (DPA 98).
- A3.1.2 The Chief Executive is responsible for the confidentiality of all information, but the Chief Medical Officer (CMO) has a key role to play in the Confidentiality Policy for medical information. The CMO's duties are set out in Annex 2 to the Code of Practice.
- A3.1.3 These guidelines form a benchmark against which companies can review their existing Confidentiality Policy. Some companies may wish to build on this benchmark.
- A3.1.4 Insurers must take steps to ensure that all staff are aware of their Confidentiality Policy and that appropriate staff have their own copy of it. Insurers should make it clear to staff that breaching the policy will be treated as misconduct and that deliberate or reckless communication of confidential information will be treated as serious misconduct.

A3.2 Confidentiality within the Sales Process

- A3.2.1 The Confidentiality Policy should apply to all those involved in the sales process (e.g. the company's own sales force and telesales units), as follows:
- A3.2.2 The seller should explain to the customer that all evidence given by the customer, or received from third parties such as doctors, would be kept strictly confidential.
- A3.2.3 The seller should explain to the customer his or her rights under the Access to Medical Reports Act (or equivalent legislation).
- A3.2.4 The applicant may exercise his/her right to complete medical questionnaires in private and seal them in an envelope addressed to the CMO and marked "Private and Confidential". The envelope will be opened only by the CMO, or by the staff to whom he/she has delegated authority according to the company's confidentiality policy.
- A3.2.5 Members of sales forces should have no access to medical information received from third parties or given to the CMO (or delegated staff) in confidence by the customer.

A3.3 Confidentiality and Administration

- A3.3.1 The Confidentiality Policy should cover all administrative staff within head offices, regional offices and branch offices.

- A3.3.2 All medical reports and information posted to the company should be addressed to the CMO in an envelope marked "Private and Confidential".
- A3.3.3 All medical reports and information should be opened only by the CMO or those members of staff authorised by the CMO. Such authorisation should be agreed in discussion with the Chief Underwriter or other relevant senior official of the company.
- A3.3.4 Only staff with a business need to handle medical evidence, as directed by the CMO, should have access to such evidence. However, other staff, such as those involved in claims, policy servicing, imaging, filing, internal audit or those on helpdesks, have a need to handle the files containing sensitive information in the course of their duties. Therefore, all relevant staff need to have a thorough understanding of the company's Confidentiality Policy.
- A3.3.5 The access of temporary staff to sensitive data needs to be carefully considered and, if practicable, avoided. If access for temporary staff is unavoidable, a process must be adopted for ensuring their knowledge of, and compliance with, the company's Confidentiality Policy.
- A3.3.6 There must be no discussion of confidential medical information by staff with any person who does not have "a need to know" this information for their job. Staff who cannot have "a need to know" include members of the sales force, other sellers, and other customers. It must be stressed to all authorised staff that discussions of a casual nature with other members of staff or with anyone else that include confidential details relating to identifiable individuals, are prohibited.
- A3.3.7 All files containing medical evidence should be securely stored, particularly outside normal working hours, to prevent unauthorised access.

A3.4 Confidentiality and External Bodies

Special considerations apply when dealing with external bodies:

- A3.4.1 Subject to the applicant's or policyholder's explicit and informed consent having been obtained, medical information may be shared with or shown to people outside the company if this is necessary for the conduct of business. This may include reinsurers and third party providers and may be necessary to process the individual's application and policy; to handle a complaint; to satisfy audit requirements; or to prevent fraudulent applications.
- A3.4.2 Medical information should always be sent to the CMO of the external organisation.
- A3.4.3 The CMO, or his/her nominee, will satisfy themselves that the recipient has an appropriate confidentiality policy in place, before any sensitive information is sent.
- A3.4.4 If companies have reason to believe that information they are legitimately releasing could be harmful to the customer then they should ensure that the recipient of this information understands this. An example might be where

medical information has been received that the customer is, unknowingly, suffering from a terminal illness.

- A3.4.5 The applicant/policyholder's medical adviser may be given medical information if this would be helpful in the treatment of the patient, as long as the applicant/policyholder does not object.
- A3.4.6 Medical information and/or reasons for underwriting decisions should not be given to an employer without the employee's permission.

A3.5 Methods of Communication

The following guidelines apply to communications:

- A3.5.1 Any evidence sent by post or courier should be in sealed envelopes, addressed to the CMO or to a named doctor.
- A3.5.2 Medical information should only be given over the telephone (for example, to a doctor) after the identity and *bona fides* of the caller have been established.
- A3.5.3 Facsimile or electronic data transmissions of medical evidence should only be made or received by authorised staff within a secure environment. Electronic communications may require encryption or password protection to ensure security. Inward and outward facsimile transmissions should only be made when there is an authorised person available to receive them. Ideally, subject identifiers should be sent separately from their data.

A3.6 Storage of Confidential Information

Guidelines for the storage of confidential information are:

- A3.6.1 Medical information should only be accessed by authorised staff who have a business need for such information.
- A3.6.2 Access to files containing medical or other confidential information should be limited to those individuals who have a proper business reason. Once the file has been accessed, staff should be made aware that they should only read that part of the file that is relevant to the task being performed.
- A3.6.3 Copies of imaged electronic confidential information should only be taken by, and, should be controlled by authorised staff.
- A3.6.4 All personal information should be destroyed as soon as it is no longer relevant. Facilities should be in place to ensure all confidential information no longer required is disposed of by shredding or by a similar method.

Annex 4 Arbitration scheme

The Chartered Institute of Arbitrators (CI Arb) will provide an arbitration scheme for the resolution of disputes under the Code. The following criterion will be used in the arbitration scheme:

A4.1 Efficiency – complaints should be dealt with within given time limits

A4.1.1 There will be published deadlines within the arbitration scheme developed to resolve disputes under the Code. Parties will be required to comply with time limits that will be strictly enforced by the arbitrator.

A4.2 Proportional costs

A4.2.1 A procedure with a high maintenance cost would not be appropriate. The two complaints received since 1997 were dealt with without having to set up the independent tribunal that was a feature of the previous arrangements.

A4.2.2 A suitable and proportionate one-off development fee has been agreed with the CI Arb for the creation of this service. The development fee incorporates fees paid to external experts such as Sir Michael Wright, a retired judge and Chairman of the Thalidomide Trust.

A4.3 Confidentiality – especially given the sensitivity of the personal medical information involved

A4.3.1 Confidentiality is key to the business of the CI Arb. They have published complaints procedures and a Code of Ethics for their members. CI Arb staff are experienced in dealing with a wide range of confidential information, including personal medical records and the CI Arb's Subject Information Statement covers this subject.

A4.4 Fairness/impartiality – it must be independent of the industry

A4.4.1 Any arbitrator nominated for appointment must disclose any potential conflicts of interest before accepting an appointment. This is included in the Code of Ethics for CI Arb members.

A4.5 Clarity – the procedure must be written in plain English

A4.5.1 Any rules or guidance notes relating to the scheme will be sent to the Plain English Campaign and it is hoped that they will achieve the Crystal Mark for clarity. However, sometimes legal documents are not eligible for the Crystal Mark due to the need for certain legal terms and it is possible that only the guidance notes will receive PEC award.

A4.6 Use of experts

A4.6.1 Genetic science is changing all the time; insurance practice is relatively little understood. The procedure must be able to take account of specialist knowledge, including specialist knowledge about insurance.

A4.6.2 The CI Arb will identify arbitrators with relevant experience. Due to the nature of the disputes and the potential for judicial awards of unlimited damages, arbitrators will be drawn from a panel of retired judges. The CI Arb can seek expert scientific knowledge through government advisory bodies and

academic institutions, such as the Human Genetics Commission, Genetics Knowledge Parks, PHG Foundation, and the Genetics and Insurance Committee.

A4.7 Ease of access/free to consumers at the point of use

A4.7.1 Applications to the scheme can be made online and there will be facilities for individuals with disabilities. Rules will be converted in to relevant languages and made available in Braille.

A4.8 Informative – both the company and the ABI should able to draw conclusions from the result to improve our systems

A4.8.1 All awards will be reasoned. This means that the parties will be given the history of the dispute and how it arose, the decision of the arbitrator him or herself, and the full reasons for the decision.

A4.9 Remedies available to CI Arb

A4.9.1 The arbitrators within the scheme will have the power under the rules to impose financial penalties against companies and grant awards to complainants in the event of the service finding a breach of the concordat, moratorium or Code.

A4.10 Findings are binding on disputing parties

A4.10.1 Arbitration awards are binding on the parties - more so than if they were made in court by a judge. These additional binding powers make awards very difficult to overturn with limited grounds of appeal in the High Court. Arbitration awards are legally binding and enforceable in more than 130 countries signed to the New York Convention, 1958.

A4.11 Findings are confidential to disputing parties

A4.11.1 Arbitration is held in a private session. The findings can be made available with (prior or post) agreement of the parties and the arbitrator, but the information provided to the arbitrator in reaching his or her decision remains confidential. Thus, the claimant's identify is protected as is the company's intellectual property. It is understood that there will be extensive press interest in any dispute referred to arbitration under the Code and with this in mind it is again important that the arbitrators being nominated for appointment are strong characters with experience in dealing with the press.

A4.12 Other comments

A4.12.1 Complainants remain free to take court proceedings against an insurer.