

## Terms of Business

**123.ie** Give better a try.

Our Terms of Business set out the basis on which 123.ie will provide business services to you. By proceeding with your 123.ie Insurance Policy, you agree to the terms as per this Terms of Business document. Please ensure that you read this and if you've any queries, please contact us. We may add to or change our Terms of Business at our discretion or in response to changes in law or regulatory requirements. Any changes will come into effect from the date specified at the bottom of this document.

### About 123.ie

123 Money Limited trading as 123.ie is regulated by the Central Bank of Ireland. Our postal address is: 123.ie, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. Phone: (01) 5246 000 Fax: (01) 5246 090 Email: info@123.ie. Registered in Ireland, number 323099. Registered Office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. Registered for VAT 63430990. 123.ie wholly owned subsidiary of RSA Insurance Ireland DAC. We sell products on a limited analysis of the market basis. This means that we only supply products and services for providers with which we have an appointment. We provide advice on the products that we do sell. We arrange products with the following providers:

Product	Provider
Car and Home Insurance	RSA Insurance Ireland DAC
Health Insurance	Irish Life Health dac
Life Insurance	Irish Life Assurance PLC
Travel Insurance	MAPRE ASSISTANCE Agency Ireland

123.ie is authorised as an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018 and this can be verified by the Insurance Distribution Register, which is available on [www.centralbank.ie](http://www.centralbank.ie). 123.ie is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers; the Codes are available on [www.centralbank.ie](http://www.centralbank.ie).

### Charges and Commission

123.ie Charges	Car	Household	Travel
Cancellation	€40	€25	n/a
Direct Debit Default	€15	€15	n/a
Swiftpost	€10	€10	n/a

We will enforce cancellation of a policy due to, but not limited to, non-payment, non-disclosure, provision of incorrect information over the phone/online or where the necessary documentation was not submitted within a required timeframe by the policyholder

In some circumstances 123.ie may offer the facility of paying the annual insurance premium by instalment. Where this facility is available, a charge for payment by instalment may apply up to a maximum of 9.5% of the premium due. Please note that the charge for payment by instalment is subject to change.

123.ie is remunerated by a combination of fees charged to the customer and commission received from the provider to whom orders are transmitted. We also receive commission from KennCo Underwriting Ltd. for any Car Insurance referrals we provide to them. These details are available in the Intermediary Commission Summary Statement available [www.123.ie/general-terms-conditions](http://www.123.ie/general-terms-conditions)

### Premium Refunds

We will refund any monies due to you within 5 business days of determining the refund amount. If you pay by direct debit, the refund will be used to adjust your remaining instalments and any remaining balance owing to you will be refunded. Please note that any charges due to us as outlined in the Charges and Commission section will be deducted from any refunds due to you prior to being issued to you. This will be agreed with you in each instance.

### **Default and Due Payments**

Cover may be withdrawn on default of any payments due under any policy you hold with us. Further details will be included in your policy terms and conditions. We will take such steps as may be necessary to recover any monies due to us including the instigation of legal proceedings, the appointment of a receiver and all other rights available to us.

### **Cooling-Off Period**

You have the right to withdraw from your policy, within a specified period, without penalty. For Car, Household, Health and Travel Insurance, this period is 14 days from the inception date of your policy or the date you receive your policy documents, whichever is later. For Life Insurance, this period is 30 days from the date we send you your policy documents. To withdraw from a policy within the cooling off period, you need to first contact us and for Car Insurance, you must return (if received) your Certificate of Insurance and Insurance Disc. Should you exercise your right to withdraw, it will mean no policy was ever put in place and provided that you have not made a claim, we will refund you any premium paid in full.

### **Cancellation**

Either party may, at any time, cancel the policy. If you wish to cancel your policy, you must let us know immediately. For Car, you must return your Certificate of Insurance and Insurance Disc before your policy can be cancelled. We may cancel your policy. If this happens, we will issue prior written notification of this to you. For Car, this written notification will be sent to you by email or post 10 days before the cancellation date, for Household, it will be sent to you by email or post 7 days before the cancellation date and for Travel Insurance, it will be sent to you 14 days before the cancellation. For Health Insurance, please note you may be charged the full amount of the Government Levy that the Provider becomes liable for in respect of your policy.

### **Complaints**

A complaint can be submitted verbally or in writing to 123.ie. We will acknowledge in writing each complaint within 5 business days unless it has been resolved to your satisfaction. The acknowledgement will indicate the name and contact details of the person dealing with the complaint. The complaint will be fully investigated and we will provide the complainant with a regular written update on the progress of the investigation at intervals of not greater than 20 business days. A full response will be provided within 5 business days of completing the investigation. If we do not resolve the complaint within 40 business days we will inform the complainant of the anticipated timeframe within which we hope to resolve the complaint. If the complainant is dissatisfied with the handling or the outcome of the complaint, the complainant may contact the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2 or phone 01 567 7000, Email: [info@fspo.ie](mailto:info@fspo.ie) – [www.fspo.ie](http://www.fspo.ie)

### **Investor Compensation Scheme**

We are a member of the Investor Compensation Scheme established under the Investment Compensation Act of 1998, which provides for the establishment of compensation in certain circumstances, to certain clients, where money or investment instruments owed or belonging to clients and held, or in the case of investments, administered or managed by us, cannot be returned to those clients for the time being and there is no reasonable foreseeable opportunity to do so. Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the client's loss as recognised for the purposes of the Investor Compensation Act, 1998 or compensation of up to €20,000.

### **Conflict of Interest**

It is our policy to avoid any conflict of interest when providing business services to our clients. However where an unavoidable conflict may arise, we will advise you of this in writing as soon as possible.

### **Governing Law**

The laws of Ireland apply to all 123.ie products and services and the Irish Courts have jurisdiction to hear any disputes that may arise.

### **Language**

All communications in respect of all products will be in English.

**Data Protection**

We will process all the personal information you give us in line with the provisions contained in the applicable data protection legislation. Any information we collect from you will be used so we can provide you with our products and services. For these purposes, and as required by law, information may be shared with third parties inside and outside EEA. We record telephone conversations for verification and training purposes. If we use your information for marketing purposes it will only be with your specific consent. Your personal information may be shared with any of the Insurance Companies offering quotation through 123.ie for the product you requested a quote for. We will not keep any information we hold about you for any longer than is necessary. You have the right of access to the personal data we hold about you and the right to correct any inaccuracies in your information. Our full Data Protection Statement can be found with your Policy Documents should you purchase a policy with 123.ie and it is also available on our website, [www.123.ie](http://www.123.ie). If you have any queries with regards to data protection you may contact us or alternatively the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland, Phone: 01 7650100 / 1800437 737

**Terms of Business valid from October 2022**