

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.

About 123.ie

123 Money Limited trading as 123.ie is regulated by the Central Bank of Ireland. Our postal address is: 123.ie, Mountainview, Central Park, Leopardstown, Dublin 18. 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 is a 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, Home and Travel Insurance	RSA Insurance Ireland DAC
Health Insurance	Irish Life Health DAC
Life Insurance	Irish Life Assurance PLC

123.ie is authorised as an insurance intermediary under the European Communities (Insurance Mediation) Regulations 2005 and this can be verified by the Insurance Mediation Register, which is available on 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.

Charges and Commission

	Car	Household	Travel
Set-up *	€55	€35	n/a
Renewal *	€55	€35	n/a
Cancellation	€40	€25	n/a
Enforced Cancellation **	€40	€25	n/a
Direct Debit Default	€15	€15	n/a
Swiftpost	€10	€10	€10
Cheque Refund***	€10	€10	n/a

* Once you have paid for your policy, our set-up/renewal fee is non-refundable.

** 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.

*** This fee only applies if you have supplied us with bank account details and you request a refund by cheque.

We receive commission and other payments from providers to whom orders are transmitted. We receive commission from KennCo Underwriting Ltd. for any Car Insurance referrals we provide to them. Details of our remuneration are available on request.

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. For Car Insurance, if you have used the policy and should you exercise your right to withdraw, provided that you have not made a claim, we will only charge you for time on cover. Please note that our set up/renewal fee is non refundable if you choose to withdraw from the policy within the cooling-off period.

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 your last known address. For Car, this written notification will be sent to you by registered post 10 days before the cancellation date, for Household, it will be sent to you by registered post 7 days before the cancellation date and for Travel Insurance, it will be sent to you by normal post 30 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@fspoi.ie - www.fspoi.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. If you have any queries with regards to data protection you may contact us or alternatively the Data Protection Commission, Canal House, Station Road, Portlaoine, Co. Laois, Ireland, Tel +353 57 868 4800."

123.ie Data Protection Statement (Life Insurance and Health Insurance)

We are committed to ensuring that your data is protected. To keep you informed, we have created this statement which will explain how we use the information we collect about you and how you can exercise your data protection rights.

Who are we?

123 Money Limited, trading as 123.ie, is a wholly owned subsidiary of RSA Insurance Ireland DAC. 123.ie is a data controller in relation to the personal information we hold about you.

Why do we collect and use your personal information?

We will use your personal information for the provision of insurance services such as providing a quotation. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud and statistical analysis. In addition, if you have given us separate marketing consent, we will use your personal data for direct marketing purposes.

When looking for a quote for an insurance product from us, you will need to provide us with information relating to what you wish to be covered (e.g. details about you). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history). If you can't provide this information, we will be unable to provide our products to you.

In order to provide our products, we will need to process your payment information (e.g. bank account details, credit and debit card details) to arrange payments from you.

We may contact you if you request a quote from us and/or to service your policy via our website, emails, SMS, phone calls and/or post. Phone calls may be recorded for training and verification purposes.

When submitting an application to us for a product, you may provide us with information relating to other persons named under the policy. You agree that you will bring this Data Protection Statement to the attention of each person named on the policy at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy have agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this statement. In order to provide you with this detail, we have prepared the following table which describes the purpose to which we are using your data and the legal basis for doing so.

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract and in order to take steps at your request prior to entering into a contract;
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract and in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract and in order to take steps at your request prior to entering into a contract. Also for the purposes of our legitimate interests to investigate and prevent potential fraudulent activity. To comply with legal obligations (e.g. money laundering requirements);
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract;
To arrange any payments in relation to your policy.	Processing is necessary for the performance of a contract;
To investigate any claims made by you or another person under your policy.	Processing is necessary for the performance of a contract;
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests to investigate and prevent potential fraudulent and other illegal activity. Processing is necessary to comply with legal obligations;
To manage and investigate any complaints	Processing is necessary for the performance of a contract and in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations;
To comply with laws and regulations	Processing is necessary to comply with legal obligations;
For statistical analysis including internal or market-level research exercises	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services;
For staff training, performance reviews and discipline	Processing is necessary for compliance with our legal obligations. Processing is necessary for the purposes of our legitimate

	interests. This interest is to improve our processes, products and services;
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary for the performance of a contract and to comply with legal obligations;
For direct marketing purposes	Processing is based on your specific consent.

How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example, it was given to us by someone who is applying for an insurance product on your behalf (e.g. a spouse).

Will we share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, prevent and detect fraud, provide marketing services, and conduct marketing analysis. For example:

Anyone authorised by you to act on your behalf.

Our Third Party Service Providers such as technology suppliers, storage providers, payment providers and document providers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with our products and services, some of your personal information may be shared with our service providers, which may include parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission.

Direct Marketing

If you have provided us with marketing consent, 123.ie will use your Personal Information for the purpose of offering you other products and services including customer discounts and rewards, which may be of interest to you. This information may be provided to you by post, SMS, phone and/or email.

You can withdraw your consent for direct marketing at any time by emailing 123dataprotection@123.ie, phoning us or by using the unsubscribe option facility provided on SMS and email communications.

Which decisions made about you will be automated?

We may conduct the following activities, which involve automated (computer based) decision-making:

- **Direct Marketing** – we will use profiling exercises to help us determine what products and services might be of interest to you.

You can object to profiling for marketing purposes at any time by withdrawing your marketing consent as outlined in Section 5.

For how long will We keep your information?

Information submitted for a quotation will be retained by us for a period of up to 6 years from the date of the quotation. We will retain call recordings and emails for 8 years from the date of the communication.

What are your rights over the information that is held by us?

We understand your information is important to you, therefore you have the following rights:

1. Correct any information we hold about you if you think it's incorrect or incomplete.
2. Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we need to retain your personal data to meet legal or regulatory obligations.
3. Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
4. Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
5. Request that we restrict the use of your information by us.
6. Object to the processing of your data for marketing purposes or for any purpose where processing is necessary for the purposes of our legitimate interests (see table above).

Requests to restrict the use of your information or to object to the processing of your data may lead to us being unable to continue to service your policy and therefore lead to cancellation of your policy.

If you would like to request any of the above, please email us at 123dataprotection@123.ie or write to us at the address contained in Section 10 of this statement. When you are making the request please provide us with your name, address,

date of birth and any policy IDs that you have. For any requests under 3 and 4 above, you will need to provide us with a copy of your photo identification to ensure we do not provide your personal information to anyone that is not entitled to it.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests under 3 and 4 (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain the reason for this in our response. Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case, we will explain this to you in our response.

Changes to our Data Protection Statement

This statement will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How do you ask a question about this Data Protection Statement?

If you have any questions or comments about this statement please contact:

The Data Protection Officer, 123.ie, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92. You may also email us at 123dataprotection@123.ie

How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to 123dataprotection@123.ie or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable timeframe, normally 30 days. If you are not satisfied with our response you can lodge a complaint to the Data Protection Commission, Canal House, Station Road, Portarlington, Co Laois, R32 AP23.

Important Note

The underwriter of your insurance is also a data controller in relation to your personal information. You should also read their data protection statement.

[Irish Life Health](#)

[Irish Life Assurance](#)