# 123.je

# **Terms of Business**

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, PO Box 12123, 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 6343099O. 123.ie is a wholly owned subsidiary of RSA Insurance Ireland Limited. We arrange products with the following providers:

Product	Provider
Private Motor, Home, Pet and Travel Insurance	RSA Insurance Ireland Limited
Life Assurance	Caledonian Life, Canada Life, Zurich Life, Aviva Life and Pensions, New Ireland Life Assurance

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 which offers protection to consumers; the Code is available on www.centralbank.ie.

123.ie is authorised under the Consumer Credit Act 1995 as an credit intermediary for Close Premium Finance Ireland to arrange the provision of credit. This can be verified by the Authorised Credit Intermediaries Register, which is available on the National Consumer Agency website: www.nca.ie.

## **Charges and Commission**

	Private Motor & Van	Household	Pet	Travel
Set-up *	€40	€25	€25	n/a
Renewal *	€40	€25	n/a	n/a
Cancellation	€40	€25	€30	€30
Enforced Cancellation **	€40	€40	€40	€40
Permanent Policy Amendment	€40	€25	n/a	n/a
Temporary Vehicle Substitution	€10	n/a	n/a	n/a
Temporary Additional Driver / Vehicle	€40	n/a	n/a	n/a
Letter of Indemnity (n/a for Van Insurance)	€20	n/a	n/a	n/a
Duplicate Documentation	€20	€20	n/a	n/a
Arrears	€15	€15	€15	n/a
Policy Suspension	€40	n/a	n/a	n/a
Swiftpost	€10	€10	€10	€10

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

We receive commission and other payments from product providers to whom orders are transmitted. We also receive commission from Close Premium Finance Ireland for arranging instalment plans for Private Motor, Household and Pet Insurance. Details of our remuneration are available on request.

# **Premium Rebates**

We will refund any rebate due to you within 5 business days of receiving notification from the product provider. If you have a loan account with Close Premium Finance Ireland, the rebate from the product provider will be added to your loan account and then the outstanding balance / refund will be determined.

Please note that any charges due to us as outlined in the Charges and Commission section and any outstanding balance on any other account you hold with us, will be deducted from any rebate due to you prior to being issued to you.

# **Default and Due Payments**

Product providers may withdraw cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy/product 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 Private Motor, Household, Pet, 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 all Life Assurance products, this period is 30 days from the inception date of your policy or the date you receive your policy documents, whichever is later. To withdraw from a policy within the cooling off period, you need to send us a request in writing inclusive of your policy number and for Private Motor 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 Private Motor 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 fee is non refundable if you choose to withdraw from the policy within the cooling-off period.

<sup>\*\*</sup> 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.

# Cancellation

Either party may, at any time, cancel the policy. If you wish to cancel your policy, you must send written instruction to 123.ie. For Private Motor and Van Insurance, 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 Private Motor and Van Insurance, this written notification will be sent to you by registered post 10 days before the cancellation date and for Household, it will be sent to you by registered post 7 days before the cancellation date.

#### Complaints

A complaint can be submitted verbally or in writing to 123.ie. We will acknowledge in writing each written complaint within 5 business days unless the complaint has been resolved to the satisfaction of the complainant within that time. 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 Ombudsman, Third Floor Lincoln House, Lincoln Place, Dublin 2 or phone 1890 882090 – www.financialombudsman.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 juristiction to hear any disputes that may arise.

#### Language

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

#### **Data Protection**

Your personal information may be shared with any of the Insurance companies offering quotation through 123.ie for the policy you hold with 123.ie.

123.ie and the Product Underwriter ('we' 'us' 'our') are the registered data controllers in relation to personal information held about you for the purposes of the Data Protection Acts. The information that you provide and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

We collect and may continue to collect certain information about you or any individuals connected to your Policy ('data subjects') in the course of conducting our relationship with you. This information will be processed for the purpose of underwriting and managing your insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory, legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

We may check the information you provide against other information available to the public (such as court judgments). If you give us false information or fail to disclose information and we suspect fraud, we will record this. We may share information about you with companies within our group and we may also participate in industry databases such as those operated by the Irish Insurance Federation for the purpose of sharing of information among insurance companies as a check against non-disclosure and to assist in preventing, detecting and/or protecting our customers and ourselves from fraud. We may also search fraud prevention agencies and databases to:

- · Help make decisions about the provision and administration of insurance, credit and related services for you;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- · Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

It may be necessary for us to collect sensitive data (such as medical conditions or criminal convictions) relating to you and others named on the insurance policy. Please do not send us any genetic test results. It is your responsibility to get consent from the other people named on your policy before sharing their sensitive information with us.

You have the right of access to the personal data held about you by us by sending a written request to: 123 Data Manager, 123.ie, PO Box 12123, Dublin 18 or directly to the Product Underwriter. A fee may be charged for this (€6.35). You also have the right to require us to correct any inaccuracies in the information we hold about you by sending us a written request.

We record telephone conversations for verification and training purposes.

# **Other Products and Services**

In the future, 123.ie would like to use your Personal Information with your consent for the purpose of offering you other products and services which may be of interest to you. For this purpose, and occasionally also for market research and statistical purposes, information may be shared with third parties such as trustees, professional advisers, reputable external agencies, and service providers. This information may be provided to you by post or email.

We abide by the Data Protection Acts 1988 and 2003. If you have any queries with regards to Data Protection you may contact us or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, Ireland, Tel +353 57 868 4800.