

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 63430990. 123.ie is a wholly owned subsidiary of RSA Insurance Ireland Limited. 123.ie is a tied agent of Irish Life Assurance PLC for the purpose of arranging Life Insurance. We arrange products with the following providers:

Product	Provider
Private Motor, Home, Pet and Travel Insurance	RSA Insurance Ireland Limited
Health Insurance	Great Lakes Reinsurance (UK) PLC via GloHealth Financial Services Limited
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

	Private Motor	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	€25	€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
Change of Address	€20	€20	€0	€0
Letter of Indemnity	€20	n/a	n/a	n/a
Duplicate Documentation	€20	€20	n/a	n/a
Direct Debit Default	€15	€15	€15	n/a
Policy Suspension	€40	n/a	n/a	n/a
Swiftpost	€10	€10	€10	€10
Cheque Refund***	€10	€10	€10	€0

* 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 Private Motor Insurance referrals we provide to them. Details of our remuneration are available on request.

Premium Rebates

We will refund any rebate due to you within 5 business days of determining the refund amount. If you pay by direct debit, the rebate 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 rebate due to you prior to being issued to you. This will be agreed with you in each instance.

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, Health, 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. 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/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 send written instruction to 123.ie. For Private Motor, 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, 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. For Health Insurance, please note it is an annual contract and can only be cancelled by you within the 14 day cooling-off period. In the event of the Provider cancelling your policy, 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 written complaint within 5 business days. 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 jurisdiction to hear any disputes that may arise.

Language

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

Data Protection

123.ie abides 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. We will treat all information we hold about you as private and confidential even when you are no longer a customer. We will not keep any information we hold about you for any longer than is necessary. 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. For some purposes information may be shared with third parties inside and outside EEA. We record telephone conversations for verification and training purposes. We may also use your information for marketing purposes but only with your specific consent. 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.

Terms of Business valid from 08/01/2014 at 08:00hrs

Data Protection Statement: 123.ie

123.ie is a data controller 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 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.

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 judgements). If you give us false information or fail to disclose information and we suspect fraud, we will record this. We may also participate in industry databases 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.

It may be necessary for us to collect sensitive data (such as medical conditions) 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 information with us.

We record telephone conversations for verification and training purposes.

Right of Access

You have the right of access to the personal data held about you by us by sending a signed written request to: 123 Data Manager, 123.ie, PO Box 12123, Dublin 18. A fee may be charged for this (€6.35). To ensure that 123.ie satisfies itself about the identity of the person making the request so it does not disclose personal data to a party who is not entitled to it under the Data Protection Act, the person making the request will need to provide 123.ie with their name, address(es), date of birth and any policy IDs/numbers that they have along with a copy of their photo identification.

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.

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.

By proceeding with the application, you are giving us permission to process your details for the above purposes, including checking with third parties or accessing State or other official records to verify whether the details you have given are accurate and complete and you are confirming that you have fully explained to each person who requires this insurance cover why we asked for this information and what we will use it for. You are also confirming each person has agreed to this.

Note: You should also read the Data Protection Statement of the Underwriter, which can be found in your policy documentation.