



Terms of Business - RSA Insurance Ireland DAC

Our Status

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC).

RSA Insurance Ireland DAC is a designated activity company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92. Telephone Number: (01) 290 1000. The Directors are Emer Daly, Peter Doyle, Patrick Healy, Chand Kohli, Rosemary Quinlan, Kevin Thompson and Gavin Wilkinson (British).

RSA Insurance Ireland DAC is a Non-Life Insurance Undertaking authorised by the Central Bank of Ireland under the European Communities (Non-Life Insurance) Regulations 1994 to carry on Non-Life Insurance Business.

RSA Insurance Ireland DAC is regulated by the Central Bank of Ireland. RSA is subject to the Central Bank's Codes of Conduct which offer protection to consumers. These are the Consumer Protection Code and the Minimum Competency Code. These codes can be found on the Central Bank's website www.centralbank.ie.

RSA Insurance Ireland DAC is part of RSA Insurance Group plc.

Our Services

RSA provide insurance contracts, underwriting and risk management services for all the primary classes of non-life insurance.

Cooling-Off Period / Right To Withdraw

RSA policyholders who are consumers for the purposes of the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 have the right to cancel their policy as set out in these Regulations. This means that a consumer may cancel their policy within 14 days of (a) the day when the contract is entered into or (b) the day on which the consumer is given the contractual terms and conditions of the policy whichever is the later. In this situation RSA shall refund all money paid although RSA reserve the right to impose a charge in respect of services supplied.

Period of Insurance/Cancellation

Unless instructions to cancel are received the period of insurance in respect of any policy held with RSA will be the period specified by RSA in the Policy Schedule / Renewal notice.

Charges/Default

Customers entering into a contract of insurance with RSA will be charged an annual premium based on assessment and rating of the insurance risk and exposure. Please note that non-life insurance premiums are subject to a Government levy.

In some circumstances RSA 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 8% of the premium due.

Please note that the charge for payment by instalment is subject to change.

In the event of default by the customer (premium payment or non-disclosure of facts) RSA reserves the right, with notice to the customer, to withdraw insurance and cancel the policy immediately.

Conflict of Interest

It is our policy to avoid any conflict of interest when providing business services to our clients. If an unavoidable conflict arises we will advise you of this in writing before providing any business service. The RSA Conflicts of Interests Policy recognises the importance of identifying any potential conflicts of interest at the earliest stage. RSA promotes this Policy and monitors our business activities to ensure adherence to the Policy. In the event that you have a complaint in connection with a perceived conflict of interest, you may avail of the Customer Complaints Procedure set out below.

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC
RSA House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.

Telephone: 1890 290 100

Outside Ireland: 00353 1 290 1000

Email: complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact **The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820** or the **Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.**

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish Law.

Communications between you and us about this policy will be in English.

The insurer that you have entered into a contract with is RSA Insurance Ireland DAC.

Compensation

Please note that in the event of RSA Insurance Ireland DAC being unable to pay a claim you may be entitled to compensation from the Insurance Compensation Fund in Ireland.



RSA Data Protection Notice

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

1. Who are we?

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance services in partnership with other companies.

2. Why do we collect and use your personal information?

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has 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 Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following 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 or 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 or 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 or in order to take steps at your request prior to entering into a contract; To comply with legal obligations (eg. 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 make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Siochana or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	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 to comply with legal obligations

3. 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. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see www.inslink.ie) and other insurers.
- Other fraud prevention databases available in the insurance industry.

4. Will RSA share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see www.inslink.ie) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.
-

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

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other 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

5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

6. For how long will RSA keep your information?

Information submitted for a quotation may be retained by us for a period of up to 72 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

8. What are your rights over the information that is held by RSA?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 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).
- 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 are subject to legal or regulatory obligations.
- 3 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.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to

ie_dataprotection@ie.rsagroup.com or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (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 why this was 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.

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

9. Changes to our Data Protection Notice.

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

10. How do you ask a question about this Data Protection Notice?

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

The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92

You may also email us at ie_dataprotection@ie.rsagroup.com

11. 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 ie_dataprotection@ie.rsagroup.com 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 time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.

Effective date: 02nd December 2019