

our terms of business / data protection notice & privacy statement



what you need to know

ROI / NI July 2011



Welcome to AXA,

We want to provide you with a quality service. This brochure contains useful information about how we do business with you and how we manage your personal information.

On behalf of AXA Insurance Limited

Pat Barry

Pat Barry
Company Secretary
AXA Insurance Limited
July 2011

Important information regarding you and AXA

1. AXA Insurance Limited

AXA Insurance Limited is authorised to carry on non-life insurance business in the Republic of Ireland and Northern Ireland. We conduct our business under AXA Insurance, AXA Broker and AXA Direct (Northern Ireland).

We are part of the AXA Group and our head office is located at Wolfe Tone House, Wolfe Tone Street, Dublin 1.

The laws of Republic of Ireland apply to customers in that jurisdiction. For customers in Northern Ireland the laws of Northern Ireland apply.

2. Our Phone Numbers

For **Republic of Ireland** you can contact us by phone or call into any of our branches

- ☎ For quotations and policy queries, phone 1890 28 28 20
- ☎ To contact our Claims Department, phone 1890 247 365
- ☎ Or log onto our website at www.axa.ie

For **Northern Ireland** you can contact us by phone or call into any of our branches

- ☎ Quotations & Policy Queries Phone 0800 28 28 20
- ☎ Claims Action Line Phone 08458 28 28 23
- ☎ Or log onto our website at www.axani.co.uk

3. Products and Services provided by AXA

We provide cover for the following insurance protection:

Republic of Ireland

- Private Motor Insurance
- Home Insurance
- Commercial Motor Insurance
- Travel Insurance
- Small Business Insurance
- Car Hire Excess
- Gap Insurance
- Breakdown Assistance

Northern Ireland

- Private Motor Insurance
- Home Insurance
- Commercial Motor Insurance
- Travel Insurance

redefining / standards



We arrange the following services for which we receive a fee:

Republic of Ireland

- Motor Rescue Service provided by AXA Assistance
- Credit Card facilities provided by MBNA Europe Bank Limited
- Home Helpline Services provided by AXA Assistance
- Legal expenses cover provided by Inter Partner Assistance

Northern Ireland

- Motor Rescue Service provided by AXA Assistance
- Legal expenses cover provided by Inter Partner Assistance

We also provide the following services for which we do not receive a fee:

AXA Plus & AXA Leisure Breaks

4. Warnings

1. Disclosure Warning

You are under a duty to tell us all facts likely to influence how we assess and if we accept your proposal. If you fail to pass on any documents or information required, act dishonestly or outside the terms of the contract or agreement, we may cancel your policy, declare the contract to be void and refuse to pay any claim under the policy as well as any other rights we may have under the policy.

It is in your own interest to disclose these facts. If you are in any doubt whether certain facts are important, please ask us.

2. Failure to make payment

It is important for you to know that if you fail to make any payments within the required or agreed time, this may result in AXA not being able to offer you an instalment facility in future. In addition AXA may cancel the policy, refuse to deal with any claims, restrict the cover offered, and / or require you to repay any arrears due or the balance of any monies yet to be paid.

5. Motor Transaction charges:

Republic of Ireland

We will apply a charge of €30 for each change of vehicle, driver, use, or such alteration you make to your policy

Temporary substitutions:

A charge of €25 applies for the third and each subsequent temporary substitution during the year.

Cancellation:

If the policy is being cancelled, an administration fee of €35 will apply (see section 12).

Documentation charges:

A charge of €15 applies for 2nd and subsequent no claim discount certificates issued.

Northern Ireland

We will apply a charge of £20 for each change of vehicle, driver, use, or such alteration you make to your policy.

Temporary substitutions:

A charge of £20 applies for the third and each subsequent temporary substitution during the year.

Cancellation:

If the policy is being cancelled, an administration fee of £30 will apply (see section 12).

Documentation charges:

A charge of £10 applies for 2nd and subsequent duplicate certificates issued. A charge of £15 applies for proof of named driving experience letter.

6. Charges/Refunds- Mid Term Adjustments

If a change to your policy results in an additional premium of less than €15 (£12 for Northern Ireland) after taking into account the administration charge then no charge will be made.

If a change to your policy results in a refund of less than €15 (£12 for Northern Ireland) after taking into account the administration charge then no refund will be made.

7. Suitability of Insurance Cover

We can provide you with information on our products or services having regard to your requirements based on the facts you gave to us and in the circumstances in which the transaction is carried out. Our insurance contract documentation sets out what risks are covered; it is important that you keep this document safe. This will be issued when you take out a policy for the first time otherwise a copy will be provided on request. You should satisfy yourself that the cover you buy meets your needs and that you have disclosed all material facts.

8. Unable to provide a quotation

In the event that we are unable to provide you with a quotation for Motor Insurance you will, upon request, be informed of the reasons. You may refer the matter to the Declined Cases Committee of the Irish Insurance Federation at The Insurance Information Service of the Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone (01) 6761914, Fax (01) 6761943, E-mail: iis@iif.ie, Website: www.iif.ie

9. How can I pay AXA?

AXA Insurance Limited will accept payment by credit card, laser card, direct debit, cheque, bank draft and cash in respect of all classes of insurance. We may offer you a payment by instalment facility for which we may add a service charge or handling fee dependant on the instalment scheme. When the service charge is changed by us we will notify you prior to the completion of the credit agreement. If there is an employee deduction arrangement called EasiPay in place (ROI only) with your employer you could avoid of this payment by instalment facility, there are no charges other than your premium for the EasiPay facility.

10. Renewals

We will issue renewal terms to you in good time and in accordance with statutory regulations where such advance notice is prescribed by law.

11. Cooling Off Period

If you are unhappy with your new policy, you can cancel within 14 days by giving notice in writing and returning the certificate of insurance to us where one has been issued. If there has been no claim or incident likely to give rise to a claim, we will work out the premium for the period we have been insuring you on a pro-rata basis. You will be charged a pro rata premium or €30/£25 whichever is more for the period you were on risk.

12. Cancellation

To cancel your motor policy you must let us know in writing and return the certificate (and disc for ROI) of insurance to us. We will not refund your premium for any optional extras.

- **Cancelling your motor policy in the first year**

If you cancel your policy at any other time during the first year of insurance, we will work out the premium for the period you were insured based on our short period rates.

- **Cancelling your motor policy at any other time**

We will only charge you for the period you were on cover. (Less an administration charge of €35/£40) This may differ on some specialist motor products, where this occurs it will be detailed in your policy document.

- **Cancelling your household or property policy**

To cancel your house policy you must let us know in writing and we will only charge you for the period you were on cover.

- **Where a claim has been made**

If there has been a claim or incident likely to give rise to a claim no refund will be made.



- **Cancellation by us**

If we have to cancel your policy, we will send you 10 days' notice (7 days' notice for Northern Ireland) by registered letter to your last known address. For motor insurance, as long as you return your certificate of insurance to us, we will return the premium for the period of insurance still left to run provided no claim has been made.

13. CLAIMS

We will handle your claim promptly and settle your claim fairly. We will provide assistance to you on the process of making a claim, if required and keep you informed as it develops. We will pay claims within ten business days of agreeing the settlement.

We will, within ten business days of the making of a decision in respect of a claim, advise you generally by phone of the outcome of the investigation explaining the terms of any offer of settlement. If the claim is denied, the reasons for the denial will be provided to you in writing.

We will advise you of the final outcome of the claim including details of the settlement amount paid, in your motor renewal notice. You will be informed how the claim may affect future motor insurance contracts.

How to make a claim*:

For Republic of Ireland

- Contact our claims department at 1890 24 7 365 (or on 00 353 1 858 3200 from abroad). (You can notify AXA of an accident 24 hours a day) or;
- Write to AXA Claims Department Wolfe Tone House, Wolfe Tone Street, Dublin 1.

For Northern Ireland

- Contact our claims department at 0845 828 28 23 (You can notify AXA of an accident 24hours a day) or;
- Write to AXA Claims Department, Windsor House, Bedford Street, Belfast, BT2 7FP.

*Making a claim may affect your No Claims Bonus resulting in a higher premium at your next renewal

14. Complaints

If you are not happy with the service you received, do not hesitate to let us know.

We will do all we can to help.

Our promise to you

- We will reply to your complaint within five working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

For Republic of Ireland

- For a complaint about your policy, contact your local AXA Insurance branch
- For a complaint about your claim, contact our claims action line on 1890 24 7 365. If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:
- E-mail: axacustomer@axa.ie; or:
- write to AXA Insurance, Customer Care Department, Freepost, Dublin 1.

For Northern Ireland

- For a complaint about your policy, contact your local AXA Insurance branch or AXA Insurance at 0845 828 28 22 if your complaint is in connection with your policy and your policy with AXA is through an intermediary, please contact your Intermediary.
- For a complaint about your claim, contact our claims action line on 08458 282823. If we cannot sort out your complaint cannot be resolved at this stage, you can contact our Customer Care Department on 0800 039 1970 or write to:
- AXA Insurance, Freepost BEL 2531, Belfast BT1 1BR or
- E-mail: axacustomer@axa.ie

If you are not satisfied with the way we have dealt with your complaint, you may be able to refer your complaint to the Financial Services Ombudsman's Bureau -

15. Financial Services Ombudsman Bureau

You can refer you complaint to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90 (ROI) 00353 1 662 08 99 (NI). Fax: 00353 1 662 08 90.

E-mail: enquiries@financialombudsman.ie Website: www.financialombudsman.ie

16. Conflicts of interest

We have procedures in place to avoid conflicts of interest and, when they cannot be avoided, we will fully disclose the potential conflict and ensure that customers are treated fairly.

17. Money laundering

AXA is committed to the fight against criminal activity in the laundering of monies and may require evidence by way of identity checks. In this way, you may be required to provide us with specific identification.

18. Changes & Previous terms of business

We may amend these terms of business at our discretion or in response to regulatory requirements by sending you a notice describing the relevant changes. Such changes will become effective from a date specified in the notice.

Data Protection Notice & Privacy Statement

1 Data Protection

AXA considers that protecting personal information including sensitive personal information, is very important and we recognise that you have an interest in how we collect, use and share such information. This information will be processed in accordance with Data Protection Acts and principles and in compliance with any code(s) of practice issued by the Data Protection Commissioner or IIF (Irish Insurance Federation). We invite you to review this Data Protection Statement, which outlines how we use and protect that information.

You have the right of access to the personal data held about you by AXA by sending a written request to the Data Protection Unit, AXA Insurance Limited, Wolfe Tone House, Wolfe Tone Street, Dublin 1, and on payment of a fee of €6.35 / £5.00. You also have the right to require AXA to correct any inaccuracies in the information we hold about you.

2 Use of information

This notice will explain how AXA will use information provided by yourself and third parties. References to "AXA" means AXA Holdings Ireland Limited, and its subsidiaries including AXA Insurance Limited and any associated companies from time to time. The information that you provide to AXA will be held on a computer, computer database, e-mail, imaged documents, files, telephone recording, CCTV and letter and/or in any other way.

3 Consent

AXA will use this information to (i) administer and process any products /services you have purchased from us, (ii) administer any future agreements we may have with you, (iii) manage any claim notified by you or by a third party and (iv) for client services, research and statistical analyses. When considering a proposal or administering your insurance contract(s), handling claims, or making decisions regarding deferred payment arrangements, including whether to continue or to extend an existing deferred payment arrangement, AXA may carry out searches (for the purpose of verifying your identity and driving experience) and/or a credit search with one or more licensed credit reference agencies. For underwriting and claims purposes, we may request details about you or any insured driver under the contract of insurance regarding the health, the condition, the commission or alleged commission of any offence and conviction about you or any insured driver covered under the contract of insurance. In these applications, you explicitly consent to the processing of your details for these purposes. AXA may use credit scoring and other automated decision making systems.

4 Communication with customers

It is envisaged that we may from time to time telephone you to discuss the renewal terms of an existing policy, to offer you a quotation for motor and home insurance cover, to discuss a quotation already provided, customer survey or in connection with a claim. We will not make calls to you before 9 am or later than 9pm Monday to Saturday, or on Sundays, bank holidays / public holidays, other than at your request.

5 Telephone recording

We may record all telephone calls in order to ensure accuracy in the communications of instructions to us. We may also record telephone calls for training, prevention of fraud, complaints and to improve customer satisfaction. Our recordings shall be and remain our sole property.

6 Sharing of information

We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

7 (a) Insurance-Link in Republic of Ireland

Where you make a claim, we will pass details of the claim to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies. You have the right of access to the personal data held about you by Insurance-Link. Please write to the Data Protection Unit, AXA Insurance Limited, Wolfe Tone House, Wolfe Tone Street, Dublin 1, if you would like to know how to access the information on the Central Register.

(b) Claims and Underwriting Exchange Register in Northern Ireland

Insurers pass information to the Claims and Underwriting Exchange Register, run by the Insurance Database Services LTD (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers.

It is a condition of the policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database. Under the conditions of your policy, you must tell us about any incident (such as accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

The policy details of customers in Northern Ireland, will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers' Bureau may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at www.miiic.org.uk

You should show this notice to anyone insured to drive the vehicle covered under this policy.

8. Other products and services

In the future we, AXA, would like to use your personal data for the purpose of offering you other products and services, including those available from companies in the AXA Ireland Group and carefully selected third parties, which AXA thinks may be of interest to you. In this connection, and occasionally for market research and statistical purposes, the services of a reputable external agency may be used. This information may be provided to you by post or telephone.

If you decide to proceed or have any other communication with AXA through or in relation to its products and services you accept the use by AXA of your personal data as indicated.

If you do not wish to receive direct marketing contact by us by post or phone please tick this box

If you are happy to receive direct marketing contact by us by text or email, please tick this box

Your Name _____

Address _____

Policy number (if any) _____

ROI Customers:

Please cut out this section and return to The Data Protection Unit, AXA Insurance, FREEPOST, Dublin 1 or email: axacustomer@axa.ie or phone 1890 211 850.

NI Customers:

Please cut out this section and return to The Data Protection Unit, AXA Insurance, FREEPOST, BEL 2531, Belfast, BT1 1BR. or email: axacustomer@axa.ie or phone 0800 039 170.

If you have already advised us of your preference you do not have to complete this again.

questions, complaints? / we're here to help.

AXA Insurance have many channels to conduct business to suit all our customer needs. You can reach AXA by contacting your local AXA Branch, Broker or call us on **1890 28 28 20** (ROI) or **0800 28 28 20** (NI).

Alternatively you can log on to:

www.axa.ie

www.axani.co.uk

AXA Insurance Limited, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer satisfaction. AXA Insurance Limited is regulated by the Central Bank of Ireland. Business in Northern Ireland is obliged to comply with the Insurance Conduct of Business issued by the Financial Services Authority.