



December 2022

# **Our Terms of Business & Data Protection Summary**

# Important information regarding you and AXA

This is an important document which contains useful information about how we do business with you and manage your personal information.

On behalf of AXA Insurance dac



**Lisa Whelan**  
Company Secretary  
AXA Insurance dac, December, 2022

## 1. AXA Insurance dac

AXA Insurance dac 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, D01 HP90. VAT Reg. No. 4873544A

AXA Insurance dac is regulated by the Central Bank of Ireland. For business in Northern Ireland, AXA Insurance dac is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

For Customers in the Republic of Ireland AXA Insurance dac must comply to customers in that jurisdiction. For customers in Northern Ireland, the laws of Northern Ireland apply.

AXA Insurance dac must comply with the Consumer Protection Code 2012, the Minimum Competency Code 2017, the Minimum Competency Regulations 2017 (S.I. 391 of 2017) and the Fitness and Probity Standards 2014 which offer protection for customers. These documents can be found on the Central Bank of Ireland web site: [www.centralbank.ie](http://www.centralbank.ie)

For Customers In Northern Ireland, AXA Insurance dac must comply with all relevant

provisions of the FCA Handbook <https://www.handbook.fca.org.uk/handbook/>

## 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 0818 7 365 24
- ▶ To contact our Claims Department, phone 0818 7 365 24
- ▶ Or log onto our website at [www.axa.ie](http://www.axa.ie)

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

- ▶ For quotations and policy queries, phone 0800 28 28 20
- ▶ For our Claims Action Line, phone 03458 28 28 23
- ▶ Or log onto our website at [www.axani.co.uk](http://www.axani.co.uk)

## 3. Products and Services provided by AXA on non-advised basis

AXA provides a range of general insurance products and services for your consideration. We invite you to choose the products that are most suitable for your needs. If you are in doubt about the cover provided by the policy, we are happy to provide you with information to help you to make an informed decision to ensure the policy cover is consistent with your demands and needs.

We provide cover for the following insurance protection:

### Republic of Ireland

- ▶ Private Car Insurance
- ▶ Taxi Insurance
- ▶ Home Insurance
- ▶ Commercial Vehicle Insurance
- ▶ Commercial Property Insurance
- ▶ Commercial Liability Insurance
- ▶ Farm Insurance
- ▶ Motorcycle Insurance
- ▶ Legal Expenses

## Northern Ireland

- ▶ Private Car Insurance
- ▶ Taxi Insurance
- ▶ Home Insurance
- ▶ Commercial Vehicle Insurance
- ▶ Commercial Property Insurance
- ▶ Commercial Liability Insurance
- ▶ Farm Insurance

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

## Republic of Ireland

- ▶ Breakdown Assistance & Lost Keys Insurance provided by AXA Assistance
- ▶ Emergency Home Assistance provided by AXA Assistance

## Northern Ireland

- ▶ Breakdown Assistance & Lost Keys Insurance provided by AXA Assistance
- ▶ Legal expenses cover underwritten by AmTrust

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

## 4. Remuneration

In addition to basic salary AXA remunerates sales staff with some payments for policies put in place for our customers. Sales are reviewed regularly to ensure any payments are consistent with our strict sales and service criteria and the best interests of our policyholders. Details of such arrangements are available on request.

## 5. Warnings

### 1. Accuracy and honesty warning

It is important to AXA that the information which you have given us is correct. You have a legal obligation to take reasonable care not to make a misrepresentation to us with regard to the information. If you make or have made any misrepresentation AXA may have the right to repudiate liability, or limit the amount payable under any claim, or terminate the contract of insurance on giving you reasonable notice. As a result, you may also find it difficult to arrange this

type of insurance in the future. You are also required to update us with any future changes to your information immediately to ensure the continuity of cover under your policy.

### 2. Failure to make payment

If you miss a payment we will make contact to advise you that your account must be brought up to date. This communication will also state that we may apply to your bank again for the missed payment within 10 days. If payment is not received at that point, a subsequent communication will be issued by letter. This communication will request that you pay all missed payments plus the balance of the premium due for your policy and will also state that failure to pay the amounts due will lead to cancellation of your policy. In addition the ability to pay your insurance by instalment will be affected if you fail to maintain your payments.

## 6. Motor Transaction charges

### Republic of Ireland

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

### Temporary substitutions:

A minimum 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 £22.50 for each change of vehicle, driver, use, or any other alteration you make to your policy.

### Temporary substitutions:

A minimum 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 £40 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.

## 7. 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.

## 8. Unable to provide a quotation

In the event that we are unable to provide you with a quotation for Motor Insurance, you will be informed of the reason(s) and written confirmation will be issued within five working days. You may refer the matter to the Declined Cases Committee of Insurance Ireland at The Insurance Information Service of Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Telephone (01) 6761820, Fax (01) 6761943, E-mail: [info@insuranceireland.eu](mailto:info@insuranceireland.eu), Website: [www.insuranceireland.eu](http://www.insuranceireland.eu).

In the event that we are unable to provide you with a quotation for Property Insurance, we will inform you of the reason(s) why. You may also request that we provide the reason(s) in writing.

**Failure to have property insurance in place could lead to a breach of terms and conditions attaching to any loan secured on that property.**

## 9. How can I pay AXA?

AXA Insurance dac will accept payment by credit card, debit 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 avail of this payment by instalment 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 cancel within the first 14 working days after receiving the policy documents within the first year of insurance, we will refund your full premium, providing no claims have been made on your policy.

## 12. Cancellation

To cancel your motor policy, just advise us by phone, in writing or through MyAXA and return your certificate of insurance (and disc for ROI). We will refund premium on the following basis:

- ▶ If you request cancellation within 14 working days of the date upon which we inform you the policy has been accepted, we will refund the full premium.
- ▶ Otherwise, we will issue a refund based on the unused days left to run on the policy, less an administration fee (see section 6).

We will not refund your premium if you are paying it under an instalment scheme (unless you made an overpayment).

- ▶ 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.

- ▶ Cancelling your commercial property or liability insurance

To cancel your commercial property or liability 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) 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, within ten business days of the making of a decision in respect of a claim, advise you by durable medium of the outcome of the investigation explaining the terms of any offer of settlement. 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. You will then have ten business days in which to consider our settlement offer. If the claim is denied, the reasons for the denial will be provided to you in writing.

We will inform you of the final outcome of the claim including details of the settlement amount paid.

You will be informed how the claim may affect future motor insurance contracts.

One of the great benefits of being an AXA customer is the AXA repair service. We will decide how to settle your claim and we will normally arrange for one of our suppliers to carry out the repairs. All repair work is guaranteed by AXA.

### How we value your vehicle

In the event that our AXA Motor Engineer deems your vehicle a total loss i.e. it is beyond

economical repair, our AXA Motor Engineer will base the value of your vehicle on what it was worth prior to the accident.

Our AXA Motor Engineer will research this value by using current Motor Trade publications. These are as follows:

1. Irish Car Sales websites
2. Local SIMI (Society Of Irish Motor Industry) Car Sales Dealers

Once we have agreed the value with you, we will take ownership of your vehicle.

**You may appoint a public loss assessor** to assist you with your claim. Such costs are not covered under your insurance policy.

Should you choose to appoint a professional representative to assist you with your claim please ensure they

- ▶ are authorised by the Central Bank of Ireland
- ▶ are a qualified professional
- ▶ give you full details of their fees in advance

### How to make a claim\*:

#### For Republic of Ireland

- ▶ Contact our claims department at 0818 7 365 24 (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 0345 828 28 23 (You can notify AXA of an accident 24 hours a day) or;
- ▶ Write to AXA Claims Department, The Ewart Building, 3 Bedford Square, Belfast, BT2 7EP.

\*Making a claim may affect your No Claims Discount 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 0818 7 365 24. If we cannot sort out your complaint, you can contact our Customer Care Department on 0818 505 505 or

E-mail: [axacustomercare@axa.ie](mailto:axacustomercare@axa.ie);

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 call us on 0345 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 03458 282823. If we cannot sort out your complaint 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: [axacustomercare@axa.ie](mailto:axacustomercare@axa.ie)

If you are not satisfied with the way we have dealt with your complaint, you may use the European Commission's Online Dispute Resolution Platform to make a complaint <http://ec.europa.eu/odr>

## 15. Financial Services Ombudsman

#### For Republic of Ireland

You can refer your complaint to the Financial Services and Pensions Ombudsman (FSPO), Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: +353 1 5677000, Email: [info@fspoi.ie](mailto:info@fspoi.ie), Website: [www.fspoi.ie](http://www.fspoi.ie).

#### For Northern Ireland

You may be able to refer to the Financial Ombudsman Service, Harbour Exchange Square, E14 9SR.

Telephone: (0345) 080 1800. Fax: (020) 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.Financial-Ombudsman.org.uk](http://www.Financial-Ombudsman.org.uk)

## 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 and all financial crime including but not restricted to Money Laundering and Terrorist financing. We will not pay any claim or provide any benefit that would expose AXA to any sanction under United Nations resolutions or laws or regulations of the European Union, United Kingdom or United States of America. Therefore it may be necessary to carry out identity checks or you may be required to provide us with specific identification.

## 18. Financial Services Compensation Scheme (FSCS) for business in Northern Ireland

AXA Insurance dac are covered by the FSCS. You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## 19. Changes & Previous terms of business

We may amend these terms of business at our discretion or in response to regulatory requirements or changes beyond our control required by law. Such changes will become effective from a date specified in the notice. The effective date of this version is December, 2022.

# Data Protection Summary

This document is a summary of the AXA Insurance Data Protection Statement. It contains a brief description of the information you need to understand how we use your data. If you would like more detailed information, please go to [axa.ie](http://axa.ie) or [axani.co.uk](http://axani.co.uk) and click the link “Data Protection” to read the full version, or contact us using the details in Section 1 ‘General’ below.

We reserve the right to change this Data Protection Summary and our full Data Protection Statement from time to time at our sole discretion. We encourage you to periodically review the most up to date versions of these documents at [axa.ie](http://axa.ie) or [axani.co.uk](http://axani.co.uk).

**Notice**

While all of the information in this Data Protection Summary is important, certain details have been placed in boxes to highlight them. These boxes contain information that the data protection legislation (known as the General Data Protection Regulation) specifies as being information that should be brought to your attention.

## 1. General

This document provides a summary of how we will use and protect the personal data we receive. References to “AXA”, “us”, “our” and “we” mean AXA Holdings Ireland Limited and its subsidiaries, including AXA Insurance dac, and any associated companies from time to time.

It is important that you read our full Data Protection Statement and show it to anyone else who is insured under your policy of insurance, including any named drivers and anyone living at the property insured under your policy, as it also apply to them.

Please make sure that anyone else who is insured under your policy has provided you with permission to provide their personal information to us.

### Queries and Complaints:

If you are unhappy with the way we have handled your personal information or if you want further information about the way your personal data will be used, please contact us by any of the following options:

Data Protection Officer, Compliance Department,  
AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1  
Telephone: +353 (0)1 471 1812  
Email: [Compliance@axa.ie](mailto:Compliance@axa.ie)

Alternatively you have the right to lodge a complaint with the Data Protection Commission. Their contact details are as follows:  
Data Protection Commission, Canal House,  
Station Road, Portarlinton, County Laois  
Telephone: +353 (0)761 104 8000  
+353 (0)57 868 4800  
Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)  
LoCall: 057 868 4800

## 2. Collection

In order to gather the personal data about you that we require (and, if applicable, other people insured under your policy of insurance) we may obtain personal data from various parties, including you, your representatives (if applicable), other insurance companies, third parties involved in an incident which may result in a claim (claimants, witnesses, solicitors, claims

specialist service providers), the emergency services, such as the police or ambulance services and from searches (whether online, industry databases, media outlets or otherwise (including credit searches)).

Please do not send us the results of any genetic tests carried out on you or any other person.

## 3. Use of Information

We mainly use your personal information so that we can provide a quote, set up, administer and manage your policy and to assess and pay claims as part of an insurance contract. However, more specifically, we may use the personal data we gather for any or all of the following purposes:

The Purposes for which we use your data	
a to verify your (or your representative's) identity;	j for marketing purposes;
b to verify the accuracy of the information we receive;	k for staff training, performance reviews and discipline;
c to assess your insurance needs and to assess the nature and level of the risk associated with your proposed insurance policy;	l for the detection and prevention of fraud, money laundering and other offences, and to assist the police;
d to make or receive any payments;	m to manage and investigate any complaints;
e to manage and administer your policy;	n for reinsurance purposes;
f to manage and investigate claims;	o AXA Group reporting purposes (where necessary);
g to provide customer loyalty programmes and value added services;	p for storage and to make back-ups of data.
h for statistical analyses and the review and improvement of AXA's products, services and processes;	q for compliance with all relevant laws and regulations; and/or
i to carry out market research and to improve our processes, products or services;	r as set out in this Data Protection Summary, our full Data Protection Statement or any other data protection statement, policy booklet, website, app terms and conditions or other documentation provided to you.



**Legal Basis for processing:**

The legal bases we rely on for using your personal data for each of the above purposes are as follows:

Legal Bases	Purposes (letters correspond to the table above)
The processing is necessary for compliance with a legal obligation to which the controller is subject:	a, c, d, e, f, k, l, m, p and q
The processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (including a quote that is not taken up):	b, c, d, e, f, k, m, n and p
The processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party. AXA's legitimate interest is:	d to use your personal data to make certain types of payment that are not required by law or a contract; g. to add value to the AXA product offering (see Section 10 'AXA Plus' below); h. to engage in activities to improve and adapt the range of products and services we offer and to help our business grow and to ensure that our systems are effective and efficient; i. to engage in activities to improve and adapt the range of products and services we offer and to help our business grow and to ensure that our systems are effective and efficient; j. to carry out marketing; l. to investigate and prevent potential fraudulent and other illegal activity; o. the proper running of its business.
The data subject has given consent to the processing of his or her personal data for one or more specific purposes. The sending of marketing material to you is only done in circumstances where you have provided us with your consent in advance:	j.
The processing is necessary for the performance of a task carried out in the public interest:	l.

Legal Bases	Purposes (letters correspond to the table above)
Sensitive Categories of Data:	<p>Personal data relating to criminal convictions and offences or related security measures, will only be processed for the above purposes where it is necessary for the assessment of risk or for the prevention of fraud or for the establishment, defence or enforcement of civil claims.</p> <p>Other special categories of data, will only be processed for any of the above purposes by way of explicit consent, where it is necessary for the establishment, exercise or defence of legal claims or where the processing is necessary to protect the vital interests of the data subject or another person where the data subject is physically or legally incapable of giving consent.</p>

**Effect of not providing information:**

If you do not provide the information that we need, we may not be able to offer you a quote or a policy, your premium may be higher than if you had provided it or we may not be able to handle your claim.

However in some cases we may need to keep personal data longer than the above periods. Examples of these situations include long-running disputes and system back-ups required for disaster recovery.

**4. Sharing of Information**

In the course of providing our services to you we may share your personal data with various third parties including:

- (i) Your representatives (such as a relative, another person insured under your policy or your lawyers);
- (ii) Our representatives (such as our employees, agents and companies that we rely on to provide various services, including telecommunications, data storage, document destruction, fraud detection, credit checking, IT, risk analysis, complaints handling and telematics);
- (iii) In a claims situation: service providers and expert witnesses (including for the assessment of liability, injuries, damage to vehicles and other property; lawyers) who are acting for us or for claimants, witnesses to incidents and, from time to time, private investigators;

- (iv) Other third parties, such as reinsurers, other insurance companies, external advisors and auditors, anti-fraud bodies (for example anti-fraud databases), AXA Group companies and (in limited circumstances) third parties to investigate business opportunities; and
- (v) State or government departments, bodies or agencies and industry bodies, such as the Department of Transport, the Driver and Vehicle Licensing Agency, the Motor Insurers' Bureau and Insurance Ireland.

**International Transfers:**

On occasion we or a service provider may transmit certain aspects of your personal data outside the European Economic Area ("EEA"). The non-EEA countries to which personal data is sent include the United States of America, Malaysia, Costa Rica, India, Switzerland and AXA Group companies in non-EEA countries. Personal data is also processed in various EU countries (including Ireland and France) and the United Kingdom.

AXA complies with the law regarding international transfers of data by various means, including by relying on adequacy decisions of the European Commission, which state that certain countries ensure adequate levels of data protection in their law, the European Commission's standard data protection contract clauses or Binding Corporate Rules.

If you would like more information about the relevant safeguards involved in international data transfers, please visit [http://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu\\_en](http://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu_en) or contact us using the details in Section 1 'General' above.

## The Consumer Insurance Contracts Act

Where another person (the “third party”) suffers injury or damage and you are responsible or may be responsible for it, your rights under your insurance policy may be transferred to the third party in certain circumstances (which are set out in the Consumer Insurance Contracts Act) and, if that happens, we are required to deal with the third party as if he or she were the policyholder.

If this happens, the third party is entitled to receive certain information from us, including (a) confirmation of your identity, (b) details of your insurance policy, including its terms and conditions and whether or not it was in effect on the date the alleged injury or damage was caused, (c) whether or not we have received a notification of the incident in question from you and, if we have, how far our investigation has progressed, (d) information about the events that resulted in the third party making a claim, (e) whether we have informed you that we intend to accept or refuse the claim against your insurance policy, and (f) any other information that becomes relevant in the handling of the claim.”

## 5. Data Collected

As an insurance company we need to collect many categories of personal data (about you and other parties) for the purposes set out in our Data Protection Statement. The following category headings and types of data are a non-exhaustive list of data we collect.

Category	Type of Data Collected
Policy information:	Name, address, date of birth, gender, each driver’s licence details, marketing preferences, payment details, vehicle and property details, driving and claims history, relevant criminal convictions, penalty points, location information (if you have a Drivesave policy), etc.
Information obtained from sources other than you:	Penalty points, address look up, geocoding information, vehicle details and history, credit score, etc.
Claims information:	The circumstances of an incident, health information (injuries and relevant health conditions), relevant criminal convictions, etc.

All of the above information is required for the purposes specified in Section 3 ‘Use of Information’.

## 6. Retention of Data

How long we keep data is determined by the purposes we use it for, time periods set out in law and the period we need to keep it to defend ourselves against legal action. Generally we keep information for the following periods:

Type of Information	Retention Period
Quote information (where a policy is not taken out)	15 months
Policy information	The life of the policy plus 10 years
Claims information	10 years from when the claim is finalised (settlement, court hearing, withdrawal of claim, etc.)
Claims information – where there is the potential for a child to make a claim	Up to 3 years after the child in question turns 18 years of age

However in some cases we may need to keep personal data longer than the above periods. Examples of these situations include long-running disputes and system back-ups required for disaster recovery. We also retain certain limited personal data beyond the above time periods in order to validate and handle any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). In these circumstances we retain information such as the policyholder's name, the names of any named drivers' policy start and finish dates and cover details.

For late claims we will hold the data for a period of up to 25 years from the lapse or cancellation date of your policy or from the completion of a claim and for latent claims we will hold the data for up to 60 years from the lapse or cancellation date of your policy. In both cases, the data will be kept apart from our other policy and claims data so that it will only be used in the event that a new claim is made by or against you.

## 7. Automated Decision-Making

We use automated decisions-making, using information including customer details and claims experience, in the underwriting of your insurance policy. Underwriting is the process by which an insurance company examines, accepts or rejects risks and classifies those selected in order to charge an appropriate premium. We use an algorithm, which uses complex mathematical and actuarial methods of calculating and pooling risk, for insurance underwriting purposes.

For more information, please see our full Data Protection Statement or contact us using the details in Section 1 'General' above.

Where we use automated decision making which produces legal effects for you or otherwise significantly affects you, you will have the right to obtain human intervention and to contest and make representations in relation to the decision in question.

## 8. Your Rights

As a 'data subject', you have the rights set out in this section. For more information on each of these rights, please see our full Data Protection Statement or contact us using the details in Section 1 'General' above.

Please send all requests to us (details in Section 1 'General' above) in writing by post or email, together with enough information to allow us to deal with your request. It may take up to one month to process your request. If we refuse your request you are entitled to make a complaint to the Data Protection Commission (details in Section 1 'General' above).

There is no fee for any of requests under this section. However if a request is unjustified or excessive we may charge a reasonable fee to handle it.

### (i) Right to Withdraw Consent

There is no fee for any of requests under this section. However if a request is unjustified or excessive we may charge a reasonable fee.

If we are processing your information on the legal basis of consent, you are entitled to withdraw your consent at any time.

For details on how to withdraw your consent for marketing see Section 12 'Marketing Information'.

### (ii) Right of Access

You have the right to be given details about the personal data concerning you that we hold and why and how we process that data. You also have the right to obtain a copy of the personal data we hold about you; this is known as a data access request. When you make this type of request, we would ask that you provide us with as much information as possible to assist us in identifying the personal data you want access to.

### (iii) Right of Rectification

You have the right to require AXA to correct any inaccuracies (including missing details) in the information we hold about you. We would welcome any corrections to your information and, in certain cases, it is required by the terms of your insurance policy.

**(iv) Right of Erasure/Right to be Forgotten**

In certain circumstances you have a right to have the personal data concerning you erased. You may only request the deletion of your data in specific situations.

**(v) Right to Data Portability**

You have a right to receive from us the personal data you have provided to us. You may also request that we send this personal data to another data controller (such as another financial services provider).

**(vi) Right to Object**

Where we state in this document that we process your personal data in the public interest or on the basis of a legitimate interest (see the Legal Basis table above), you are entitled to object to the processing in question on grounds relating to your particular situation. We will then stop processing the personal data in question unless we can demonstrate compelling legitimate grounds for the processing that override your right or unless we need to use it in a legal claim. For more information on the Right to Object, please see our full Data Protection Statement or contact us using the details in Section 1 'General' above.

**(vii) Right to Restrict Processing of Your Data**

You have the right to restrict us from processing your personal data the public interest or where you feel that it is inaccurate, that we are processing it unlawfully or that we no longer need it or where you have invoked your Right to Object (as set out in Section 8 (vi) above).

## **9. Specific Service Providers**

We would like to draw your attention to some additional information relating to a number of the services we use which involve the processing of your personal data (for more detailed information please, see our full Data Protection Statement or contact us using the details in Section 1 'General' above):

**(i) Credit searches and use of third party information**

We may carry out credit searches (either internally or with third party services) during your application for insurance. We may also pass information we hold about you and your payment record to the third party credit agencies. Where automatic credit scoring is used by us, we will enable you to make representations in relation to the search. We may also carry out searches in Northern Ireland in relation to County Court Judgments, the electoral register and CIFAS anti-fraud databases.

**(ii) Penalty Point Information**

AXA may use your driver number (and that of any named drivers on your policy) to obtain data on any penalty points you may have. Each person's driver number can be found on their driving licence.

**(iii) Anti-Fraud Databases**

Various anti-fraud databases have been created in the Republic of Ireland and Northern Ireland to assist in the detection and defence of exaggerated and fraudulent claims.

On various occasions during the term of your insurance policy, we will check these databases for information on any previous claims made by or against you or your named drivers (we will also check any third-parties claiming against your policy). If we find that any claims have not been disclosed at the appropriate time, we may rely on certain legal rights set out in our insurance policy, including the cancellation of your contract of insurance and refusal of any claims.

We will also pass details of claims made against you to the organisations that manage these databases. This information will then be available to other insurers.

**(iv) Insurance Registers**

The law in both Ireland and Northern Ireland require that certain personal information about insured vehicles be provided to various state bodies and registers. We and other companies may search these registers from time to time.

## 10. AXA Plus

AXA Plus is our customer loyalty programme.

For more information, please visit

[www.axa.ie/data-protection/axaplus](http://www.axa.ie/data-protection/axaplus) for ROI customers

or

[axani.co.uk/data-protection/axaplus](http://axani.co.uk/data-protection/axaplus) for NI customers

## 11. Communication with Customers

We may contact you from time to time in relation to the purposes set out in this Data Protection Summary, which may include policy administration, discussion of renewal terms or quotes already provided to you, claims handling and (where you have given your consent) marketing. For more information, please see our full Data Protection Statement or contact us using the details in Section 1 'General' above.

## 12. Marketing Information

### How it works

Where you have told us that you are happy to receive marketing information from us, we may contact you from time to time about other AXA products that we think may be of interest to you, including on the 12 month anniversary of a quote not taken up or your policy lapsing. To do this we may contact you by post, email and telephone (including mobile telephone) using the contact details you have provided to us.

In order to improve our customer service, we may use your data to analyse customer purchasing behaviour (such as time of day, channel used, level of cover) and customer data (such as name, address, renewal dates) to determine the most appropriate marketing offer for you.

### How to change your marketing preference

If you have opted to receive marketing communications from us and you decide you no longer want to receive them anymore you can change your marketing preference by:

- ▶ going to [www.outopt.me](http://www.outopt.me) and following the instructions;
- ▶ letting us know your new preference when you receive any marketing communications, either by telling the AXA staff member during a phone call or clicking the opt out link in any message;
- ▶ calling us on:
  - 0818 7 365 24 (Republic of Ireland customers);
  - 0800 039 1970 (Northern Ireland customers);
- ▶ dropping in to your local branch;
- ▶ emailing us at [compliance@axa.ie](mailto:compliance@axa.ie); or
- ▶ writing to us at:
  - Compliance Department, AXA Insurance, FREEPOST, Dublin 1; or
  - Compliance Department, AXA Insurance, FREEPOST, BEL 2531, Belfast, BT1 1BR.

Please note opting out from all contact may take up to 30 days and your choice will not affect any of the other services we provide to you, now or in the future.





# Our Terms of Business & Data Protection Summary



## We're here to help.

You can reach AXA  
by contacting your local AXA Branch  
or call us on:

**0818 7 365 24 (ROI)**

**0345 828 2822 (NI)**

Alternatively you can log on to:

**axa.ie**

**axani.co.uk**

Connect with AXA:



/AXAIREL



/Axa\_Ireland



/AXAInsuranceIreland

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