



Important information
for customers from
29th March 2018

**UK EU Exit
Arrangements
&
Broker Data
Protection Summary**

UK EU Exit Arrangements

In order to protect our customers from uncertainty resulting from Brexit we are making plans to leverage the wider capabilities of the global AXA group.

We have therefore added a new term to your **policy** to allow us to automatically transfer the underwriting of your **policy** from AXA Insurance dac (an Irish insurer) to **AXA Insurance UK Plc** (another insurer owned by the AXA Group and licensed to carry on insurance business in the UK).

This transfer would only operate should, following Brexit, it not be possible for us as an Irish insurer to continue to cover or enter into insurance policies with residents or companies based in the UK.

What does this mean to you?

This potential change will have no impact on either the service or benefits provided under your policy, please continue to contact AXA Insurance dac. The same teams will continue to look after any queries, amendments payments or claims that you may have.

Transfer of your policy when the United Kingdom leaves the European Union

Your **policy** is underwritten by AXA Insurance dac, an Irish based insurer. This means that if your **principal country of residence** is within the UK it may not be possible for us to continue legally to meet our obligations under your **policy** when the United Kingdom leaves the EU without a provision in our agreement with you to allow us to automatically transfer the underwriting to **AXA Insurance UK Plc**.

By entering into this **policy** you agree that, if we believe that it may not be possible for AXA Insurance dac to legally meet its obligations under your **policy**, we may write to you to let you know that we plan to transfer all of AXA Insurance dac's rights and obligations under this **policy** to **AXA Insurance UK Plc**.

This transfer will take place at 10.59 p.m. on 28 March 2019 or an earlier date which we will specify (the **transfer date**).

If we write to you to give you reasonable notice of the transfer described above, we will:

- explain the process and any changes to your **policy**
- give you an option to cancel your **policy** instead, explaining the process for cancellation (including what you need to do to choose to exercise the cancellation option as well as the terms governing the amount that we will refund you).

If we use this transfer right (and you do not choose to cancel your **policy** instead), then, on the **transfer date**, AXA Insurance dac will be replaced by **AXA Insurance UK Plc** as the underwriter of this **policy**.

From the **transfer date**:

- **AXA Insurance UK Plc** will do everything that AXA Insurance dac has agreed to do under this **policy** (except anything that AXA Insurance dac has already done by the **transfer date** and except for any changes that may be required by law or regulation) as if **AXA Insurance UK Plc** was named in this **policy** as the original underwriter
- **AXA Insurance UK Plc** will have all the rights that AXA Insurance dac had under this **policy** as if **AXA Insurance UK Plc** was named in this **policy** as the original underwriter, including rights to receive payment of any outstanding or regular premiums due and/or payment of "excess" amounts in relation to claims
- AXA Insurance dac will have no further obligations toward you (including in relation to things that AXA Insurance dac had agreed to do before the **transfer date**) and will not have any rights at all against you or any other interest in this **policy**
- all authorisations and instructions for the payment of premiums and/or excess to AXA Insurance dac will take effect as providing for authorisation and instruction for the payment of premiums and/or excess to **AXA Insurance UK Plc**
- use of 'we', 'us' or 'our' in this **policy** will mean **AXA Insurance UK Plc** and when 'AXA Insurance dac' is used this will mean **AXA Insurance UK Plc**
- your **policy** renewal date will remain the same.

This section 'UK EU Exit Arrangements' will take precedence over any other part of this **policy** that is inconsistent with it.

Broker Data Protection Summary

This document is also 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 on how we use your data, please contact your Broker and request the full AXA Insurance Data Protection Statement or send an email to AXA at dataprotection@axa.ie. We encourage you to periodically review this document (or an updated version of it) or our full Data Protection Statement to keep informed about how we use your personal data.

1 General

References to “AXA”, “us”, “our” and “we” mean AXA Holdings Ireland Limited and its subsidiaries, including AXA Insurance dac (the ‘data controller’), and any associated companies from time to time.

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

It is important that you show this document or the full AXA Insurance Data Protection Statement 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 applies to them.

Queries and Complaints:

If you would like to contact us in relation to any aspect of our use of your personal data, please contact our Data Protection Officer (or ‘DPO’) at +353 (0)1 471 1812 or compliance@axa.ie or write to: DPO, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Alternatively you have the right to lodge a complaint with a data protection regulator, such as the Data Protection Commissioner (in ROI) or the Information Commissioner’s Office (in NI). Their contact details are available at dataprotection.ie and ico.org.uk.

2 Collection

As a Broker customer, the majority of the information we receive about you (and any other people insured under your policy of insurance) comes from your Broker. We may also obtain personal data from various other parties or sources, including you, your representatives (if applicable), other insurance companies, third parties involved in a claim or potential claim, the emergency services and from searches (such as industry databases, State or government departments, bodies or agencies, media outlets or credit reference agencies).

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 manage and investigate complaints and claims. However, we may also use the personal data we gather for any or all of the following purposes:

- to verify your (or your representative’s) identity;
- to provide customer loyalty programmes and value added services;
- for statistical analyses and the review and improvement of AXA’s products, services and processes;
- to carry out market research and to improve our processes, products or services;
- for the detection and prevention of fraud, money laundering and other offences;

- for staff training and management;
- for storage and to make back-ups of data;
- for reinsurance purposes and AXA Group reporting purposes (where necessary);
- for compliance with all relevant laws and regulations; and/or
- as set out in this documents and other documents provided or made available to you.

Legal Basis for processing:

The legal bases we rely on for using your personal data for the above purposes in the majority of circumstances are where:

- 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);
- the processing is necessary for compliance with a legal obligation to which we are subject; and
- the processing is necessary for the purposes of the legitimate interests pursued by us. In such cases, our legitimate interests are as follows:
 - to use your data to make certain types of payment that are not required by law or a contract;
 - to add value to the AXA product offering;
 - 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;
 - to investigate and prevent potential fraudulent and other illegal activity; and
 - the proper running of its business.

Sensitive data (such as criminal conviction and health related data) will only be processed for any of the above purposes by way of (a) explicit consent, (b) for the assessment of risk, (c) for the prevention of fraud, (d) for the establishment, exercise, enforcement or defence of legal claims or (e) to protect the vital interests of a person.

4 Sharing of Information

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

- Your representatives, such as a relative, another person insured under your policy, your Broker or your lawyers;
- Our representatives, such as companies that provide various services (including telecommunications, data storage, document destruction, fraud detection, credit checking, IT, risk analysis and complaints handling), claims related service providers (including for the assessment of liability, injuries, damage to vehicles and other property), lawyers and, from time to time, private investigators;
- Other third parties, such as other individuals involved in incidents (and their representatives), other insurance companies, anti-fraud databases (such as InsuranceLink, the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register), reinsurers, external advisors and auditors and AXA Group companies; and
- State or government departments, bodies or agencies (such as the police, the Department of Transport and the Driver and Vehicle Licensing Agency, the Motor Insurance Database, the National Vehicle File, the Motor Insurers' Bureau and the Motor Insurers' Bureau of Ireland).

International Transfers

On occasion we or a service provider may transmit certain aspects of your personal data outside the European Economic Area: a) Switzerland, b) the USA, c) Malaysia and d) Costa Rica and e) to AXA Group companies in other non-EEA countries (where necessary). AXA complies with the law regarding international transfers of data by relying on the European Commission's standard data protection contract clauses under Article 46.2 of the GDPR (b, c and d), Binding Corporate Rules under Article 47 of the GDPR (e) or the decisions of the European Commission stating that certain countries, such as Switzerland, ensure adequate levels of data protection in their law (Article 45 of the GDPR).

5 Data Collected

The table below contains examples of the types of data we collect for the purposes set out in this document:

| Category | Type of Data Collected |
|--|---|
| Policy information | Name, address, date of birth, gender, licence details, payment details, vehicle and property details, driving and claims history, relevant criminal convictions, penalty points, 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 pre-existing health conditions), relevant criminal convictions, etc. |

6 Retention of Data

Generally we keep personal 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 |

We also retain certain limited details beyond these periods to deal with 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). We retain these details (for example names, policy start and finish dates and cover details) for 25 years (for late claims) and 60 years (for latent claims).

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. Where we use automated decision-making, you are entitled to make representations to a member of staff in relation to the decision in question.

8 Your Rights

As a 'data subject', you have the right:

- a. to withdraw consent where we are processing your information on the legal basis of consent;
- b. of access to the personal data concerning you that we hold and to be informed why and how we process that data;
- c. to require us to correct any inaccurate information about you (including missing details). In certain cases, you are required by the terms of your insurance policy to make such corrections.

The following rights apply from 25th May 2018

- d. of erasure/right to be forgotten, which means you have a right to have personal data concerning you erased. However you may only request the deletion of your data in specific situations.
- e. not to be subjected to decision-making, including profiling, based solely on automated processing (i.e. decisions made solely by a computer without human involvement) in certain circumstances.

- f. to data portability, which means you may request from us all personal data that you provided to us. You may also request that we send this data to another company or person.

- g. to object to the processing of your personal data, where we do so on the basis of a 'legitimate interest' (see the Legal Basis section above). 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.

- h. to restrict processing of your personal data 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 (g) above).

Please send all requests to us (details in Section 1 'General' above) in writing (by post or email).



**If you have any
queries, please
contact your Broker.**

AXA Insurance dac, 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 service. AXA Insurance dac is regulated by the Central Bank of Ireland. For business in Northern Ireland, AXA Insurance dac is authorised by Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.