



# Terms of Business



## 1. Introduction

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This document serves as a comprehensive guide, outlining the way in which we conduct business and handle your sensitive personal information. Our Terms of Business delineate the framework and conditions under which we offer our services to you. By choosing to move forward with your insurance policy through OUTsurance, you acknowledge and agree to the terms as per this Terms of Business document.

### OUTsurance Company Details

We are part of the OUTsurance group, and our head office is located on the 2nd floor of Building 3, The Campus, Cherrywood Business Park, Dublin 18, D18 TF72, VAT reg. No. IE 4050083CH, Company Reg. no. 724743.

### Authorisation Information, Central Bank of Ireland

OUTsurance DAC trading as OUTsurance is regulated by the Central Bank of Ireland. OUTsurance is authorised to carry out non-life insurance business in the Republic of Ireland. Our registration number is C513318. The Central Bank of Ireland's register can be viewed at <https://registers.centralbank.ie/>

OUTsurance is subject to the Central Bank of Ireland's codes of conduct, including the Consumer Protection Code 2012 and the Minimum Competency Code 2017. These codes offer you protection and can be viewed at [www.centralbank.ie](http://www.centralbank.ie).

### OUTsurance Contact Details

All business with OUTsurance is conducted in English as is contact with our suppliers. For quotations, policy queries or claims service phone: **1800 600 400**.

## 2. Products & Services Provided

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OUTsurance arranges non-life insurance products (car and property).

OUTsurance provides a range of general insurance products and services on a non-advised basis for your consideration. We invite you to choose the products that are most suitable for your needs. Should you have any uncertainties regarding the policy coverage, we're here to provide you with information, aiding you in making well-informed decisions to ensure the policy aligns with your needs.

We also offer car roadside assistance as well as home emergency assistance provided by MAWDY. MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS S.A. is a company incorporated in the Kingdom of Spain and registered as a foreign company in Ireland with company number 903874 acting through its Irish branch as "MAWDY" with Central Bank of Ireland branch reference number C781 and whose registered branch office is at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland.

## 3. Remuneration

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In addition to a basic salary, we compensate our staff through a performance bonus system, based on a balanced scorecard comprising of quality, service and performance criteria. The performance criteria might include putting policies in place for our customers. We consistently monitor and regularly review the system to ensure the best possible outcome for all our customers.

## 4. Warnings

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### 1. Accurate Information Requirement:

It is imperative that you furnish us with information that is both true and accurate. In the event that there is a change in this information at any point, it is your obligation to promptly inform us.

### 2. Misrepresentation Consequences:

Kindly be aware that any material misrepresentation in the information you provide may grant us the right to decline your claim and terminate your insurance policy.

### 3. Implications of Policy Cancellation:

Furthermore, should your policy be cancelled for any reason, it is important to acknowledge that this action may have repercussions on your eligibility to procure insurance in subsequent instances.

### 4. Failure to make a payment:

In the event of a missed payment, we will promptly initiate contact to notify you of the need to bring your account up to current standing. This communication will explicitly convey our intention to reapply to your bank for the missed payment, should it remain outstanding, within a seven-day period. Should payment not be received during this interval, a subsequent written communication will be dispatched noting our intention to cancel your policy. Furthermore, your ability to make insurance payments via instalment plans will be adversely affected should you falter in maintaining your payment schedule.

## 5. Fees and Charges

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The following fees and charges will apply to our policies:

### Cancellation charge

If the policy is being cancelled, an administration fee of €50 will apply.

**Please note:** Cancellation fees will not apply if within the 14 working-day cooling off period.

### Direct debit default charge

In the event of a failed premium payment, a fee of €15 will be charged for each instance or default.

## 6. Refunds

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Please note that any charges due to us as outlined in the Fees and Charges section will be deducted from any refunds due to you prior to being issued to you.

We will refund any monies due to you once we determine that a refund is due and have confirmed the amount

OUTsurance DAC will accept payment by credit card, debit card or direct debit.

Your initial payment and any payments required as a result of a mid-term amendment must be made via credit or debit card.

Refunds may require your bank account details as not all refunds can be made to debit or credit cards.

## 7. Insurance Compensation Fund (ICF)

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OUTsurance is a member of the insurance compensation fund scheme administered by the Central Bank of Ireland. This means that in the event of OUTsurance being unable to pay a claim, you may be entitled to compensation from the insurance compensation fund in Ireland.

## 8. Maintaining Contact Details

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As part of our sustainability initiatives and to provide an efficient service, we issue all documentation electronically. We require your current and valid email address to facilitate the secure transmission of documentation and you must notify us in the event that your email address changes. Your Email will also be used as your username to login on to the app or portal to manage all your policies. Please contact us should you require your documentation to be issued by post.

## 9. Claims

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### Claims handling:

In the event that you need to claim from your policy we will do our best to make sure your valid claim is processed as quickly as possible. To assist us with this, we would ask that you notify us of any incident that may give rise to a claim as soon as possible. All of our claims will be handled fairly and will be managed in accordance with the Consumer Insurance Contracts Act (CICA) & The Consumer Protection Code (CPC). For any information on either of those, please see [www.centralbank.ie](http://www.centralbank.ie)

### Making a claim:

Phone: **1800 600 400**  
Email: [Claims@outsurance.ie](mailto:Claims@outsurance.ie)  
Website: [OUTsurance.ie/claims](http://OUTsurance.ie/claims)  
Post: D18 TF72  
Outside ROI: **+353 151 26200**

### Claim contact:

Please note, while we are dealing with your claim we may contact you by phone, email or post. You can also contact us by these methods.

### Impact on Policy:

Where you have made an applicable claim on any of your policies, your OUTbonus will be forfeited and the OUTbonus 3-year cycle will restart from the date of loss. For details on the OUTbonus conditions, please see the OUTbonus Terms & Conditions.

Your claim might also affect whether a renewal is offered to you when your policy expires and the premium and conditions of such a renewal.

### Car claims:

#### Assessments:

In the event of a claim, OUTsurance will need to assess the damage to your car using our own experts. Our claim advisors will guide you through this process which might require you to visit one of our assessment locations or an engineer being appointed who will schedule a visit to inspect your car.

**Please note:** You are entitled to appoint your own assessor to assist you with your claim, but it will be at your own cost.

#### Write off:

- If your vehicle is deemed a write-off our Motor engineer will place a value on the vehicle based on the market value. The market value is the reasonable and expected cost of replacing the Car with a similar one immediately before an Insured Event (including optional extras selected at the time the Car was originally purchased from the manufacturer). The market value determination will include researching various open sources, including Irish car sales websites.
- Your settlement figure will be less your applicable policy excess.

OUTsurance DAC and its Motor engineers will at its own discretion, decide whether a vehicle is a repairable prospect or written-off depending on the severity of the damage, the cost of repairs, the economic consequences of either, and the safety risk of putting the vehicle back on the road.

#### Repairs:

In the event of a claim, OUTsurance may choose to repair your vehicle through our approved repairer network.

#### **What if I am hit by an uninsured driver?**

If you believe you may have been hit by an uninsured driver, please notify us as soon as possible. You may be entitled to claim from the MiBi for part or all of your claim, less any applicable MiBi imposed excesses. To register a claim with the MiBi you can visit their website [www.mibi.ie](http://www.mibi.ie)

Where a driver has been found to be 100% liable for your loss and uninsured, your claim will be subject to the MiBi agreement whereby your No claims bonus statement that would be issued if you leave OUTsurance DAC would not be affected.

Important: Your OUTbonus will be affected should you have a claim where an uninsured driver is identified and at fault for the incident.

#### **Property claims:**

##### Assessments:

In the event of a claim, we may appoint a loss adjuster to inspect the loss or damage and to help us determine the settlement cost. If OUTsurance does appoint a loss adjuster, their details will be sent to you.

You may appoint a public loss assessor to assist you with your claim, but it will be at your own cost.

##### Settlements:

At the discretion of OUTsurance DAC, settlement will be made by:

- repairing the damaged property
- reinstating the damaged property
- replacing the damaged property

OUTsurance may choose to use our network of approved of experts and builders for these settlements.

All payments will be in euros and will be facilitated by EFT where possible.

You have 10 days to consider any settlement offer issued to you, once you have accepted an offer, payment will be issued within 10 business days.

During the claims process you have the right to appeal any decision made. If you wish to appeal any decision, please let your claim handler know.

## 10. Complaints

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One of our key values is Awesome Service, and we always strive to give customers the best possible experience. We do however realise that things do not always go to plan.

We will do our best to deal with your complaint as effectively and quickly as possible. If you want to lodge a complaint, please contact us through any of the below methods:

OUTsurance DAC direct contact centre on **1800 600 400**

Email: [complaints@outsurance.ie](mailto:complaints@outsurance.ie)

Website/Portal: [OUTsurance.ie/complaints](https://outsurance.ie/complaints)

Post: 2nd floor of Building 3, The Campus, Cherrywood Business Park, Dublin 18, D18 TF72,

If you are still unsatisfied with the outcome of your complaint, you may refer to:

### **The Financial Services and Pensions Ombudsman**

Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: **01 567 7000**

E-mail: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

If an immediate resolution isn't possible, we'll acknowledge your complaint within five business days of receiving it.

You will receive regular updates on the progress of the investigation, at least every 20 business days from the date you made the complaint.

We will respond to your complaint within 40 business days from the date of receipt, provided we have all the necessary information and have completed any required investigations.

If we cannot respond within 40 business days due to missing information, unavailability, or complexity, we will promptly inform you, discuss an alternative timeframe, and keep you informed of our progress every 20 business days unless otherwise agreed.

## 11. Renewal

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

## 12. Mid-Term adjustments or changes to your policy

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To ensure the accuracy and security of all policy modifications, requests for Mid-Term Adjustments must be made via telephone.

### 13. Unable to provide a quotation

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In the event that we are unable to provide you with a quotation for insurance, you will be informed of the reason(s) and written confirmation will be issued within five working days. You may refer this matter to the Declined Cases Committee of Insurance Ireland at The Insurance Information Service of Insurance Ireland if it is with regards to Motor insurance.

**Address:** 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)

### 14. Cooling-Off Period

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For Motor and Property insurance products, provided no claims have been made on your policy, if you decide to cancel within the initial 14 working days after you've received your policy documents, we will refund the full premium without penalty. However, you will be charged a pro-rata premium for the period you were covered.

### 15. Cancellation

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Either party may cancel the policy at any time. If you wish to cancel your policy, please contact us on **1800 600 400**.

For Car insurance products, you are required to return your Certificate of Insurance and Insurance Disc before your policy can be cancelled. These can be sent to 2nd floor of Building 3, The Campus, Cherrywood Business Park, Dublin 18, D18 TF72.

If we have to cancel your policy, we will provide you with a 10-day notice.

### 16. Conflict of Interest

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OUTsurance is required to take all appropriate steps to identify and prevent or manage conflicts of interest that arise in the course of providing business and services to clients. Where we are not reasonably confident that we are able to manage a particular conflict of interest to adequately protect the interest of a client, the general nature, the source(s) of the conflict of interest and the steps taken by us to mitigate the risks arising from the conflict of interest will be clearly disclosed to the client, in a durable medium, before OUTsurance undertakes any business on the client's behalf to enable the client to make an informed decision.

## 17. Money laundering

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OUTsurance is dedicated to preventing and combating criminal activities including money laundering and terrorist financing. OUTsurance prohibits business activity, including the commencement or continuation of customer relationships or provision of products or services with individuals named on a sanctions list under United Nations resolutions or laws or regulations of the European Union, United Kingdom or United States of America. OUTsurance may carry out verification and authentication on all potential customers including anti-money laundering checks i.e. Politically Exposed Person (PEP) screening and financial sanctions screening.

## 18. Change to terms of business

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We may amend our terms of business to align with any regulatory requirements or any requirements required by law. The effective date of our terms of business will be stated in the document.

## 19. OUTsurance Data Protection Statement

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This Statement outlines how OUTsurance collects, uses, and protects your personal data. For complete and updated data protection details, please refer to our Privacy Notice at [outsurance.ie](https://outsurance.ie).

<b>KEY DEFINITIONS</b>	<p><b>Personal Data:</b> any information relating to an identified or identifiable natural person.</p> <p><b>Special Categories of Personal Data:</b> includes racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and genetic data.</p> <p><b>Data Subject:</b> you (the individual whose data is being processed).</p> <p><b>Data Controller:</b> the company responsible for determining the purposes and means of processing your data.</p> <p><b>Data Processor:</b> an organisation that processes data on behalf of a data controller.</p> <p><b>DPO:</b> Data Protection Officer, responsible for ensuring compliance with data protection laws.</p>
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<p><b>YOUR RIGHTS</b></p>	<p><b>Access &amp; Rectification:</b> request information and correction of errors.</p> <p><b>Data Portability:</b> obtain and transfer your data to another controller.</p> <p><b>Erasure:</b> request deletion of your data subject to legal and accounting obligations.</p> <p><b>Restriction of Processing:</b> limit processing of your data.</p> <p><b>To Be Informed:</b> be informed about the collection and use of your data at the time of collection.</p> <p><b>To Complain:</b> contact the DPO or Data Protection Commission with concerns.</p> <p><b>To Object:</b> object to processing based on legitimate interest for marketing purposes.</p> <p><b>Withdrawal of consent:</b> withdraw consent for processing your personal information (but note withdrawal may prevent processing your insurance).</p>
<p><b>DATA COLLECTED</b></p>	<p>The personal information we collect and use will differ depending on the type of contract we are arranging but may include full name, date of birth, gender, address, contact details (including email address and phone number), marital status, employment status, existing policy details, level of cover, vehicle registration, driver's licence number, NCD PIN, payment details (including bank account details), the circumstances of an incident, which may include health-related data, unspent criminal convictions and, for car insurance, penalty point information and Road Traffic offences. We will also collect personal information about other people, for example a dependant, a named driver or an authorised person where required for the performance of your insurance contract. This data is obtained through various channels (phone, website, third parties, etc.).</p> <p>CCTV footage in certain areas.</p> <p>Sharing your information:</p> <ul style="list-style-type: none"> <li>● with other companies in the Group, partners, reinsurers, and selected third parties (subject to appropriate safeguards)</li> <li>● in the event of a business sale or acquisition</li> <li>● to comply with legal obligations or protect rights.</li> <li>● claims information may be shared with other insurance companies, self-insurers, or statutory authorities.</li> </ul>

<p><b>PURPOSES OF DATA COLLECTION</b></p>	<p>Underwriting and administering insurance policies.</p> <p>Communicating with you and third parties involved in your policy.</p> <p>Managing claims, including investigating, assessing, processing, and resolving disputes.</p> <p>Preventing, detecting, and investigating insurance fraud.</p> <p>Delivering marketing information (with your consent).</p> <p>Business partner relationships.</p> <p>Recruitment purposes.</p> <p>Other legitimate business interests, such as research, website security, and internal operations.</p>
<p><b>LEGAL BASES FOR COLLECTION</b></p>	<ul style="list-style-type: none"> <li>● the processing is necessary for compliance with a legal obligation to which OUTsurance is subject.</li> <li>● 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).</li> <li>● the processing is necessary for the purposes of OUTsurance's legitimate interests, which may include the improvement and adapting of our products and services and to ensure that our systems are effective, reliable, and efficient.</li> </ul> <p>The data subject has given consent to the processing of his or her personal data for one or more specific purposes (typically, marketing purposes).</p>
<p><b>DATA RETENTION</b></p>	<p>Varies depending on the type of information and purpose of use.</p> <p>Generally retained for no longer than necessary or permitted by law, tax, and regulatory requirements.</p> <p>Anonymised data may be used for research or analytical purposes.</p>
<p><b>SECURITY</b></p>	<p>Measures are in place to protect your data, including technical and organisational safeguards.</p> <p>Third parties processing your data are subject to confidentiality and security obligations.</p>
<p><b>DATA TRANSFERS</b></p>	<p>Some data may be transferred outside the EEA with appropriate safeguards.</p>

<p><b>AUTOMATED DECISION- MAKING</b></p>	<p>In order to incept and administer an insurance policy, OUTsurance may use profiling and automated decision-making processes for fraud prevention, individual risk assessment to calculate insurance premiums amongst other purposes.</p> <p>Some of the benefits of automated processes include allowing greater consistency and fairness (e.g. by reducing the potential for human error and discrimination) and a more efficient decision-making process.</p> <p>OUTsurance endeavours reasonable efforts to ensure that the data you provide us with is recorded accurately, and regularly checks our data model for hidden bias.</p> <p>Please note: You have certain rights in respect of automated decision making where that decision has significant effects on you.</p>
<p><b>OUR CONTACT DETAILS</b></p>	<p><b>Phone:</b> OUTsurance Customer Services on <b>+353 1800 600 400</b> or, <b>Email:</b> <a href="mailto:dpo@outsurance.ie">dpo@outsurance.ie</a></p> <p><b>Post:</b> Data Protection Officer, OUTsurance DAC, 2nd floor, Building 3, The Campus - Cherrywood Business Park, Dublin 18, Co. Dublin, Ireland D18 TF72.</p>
<p><b>DATA PROTECTION COMMISSIONER CONTACT DETAILS</b></p>	<p>21 Fitzwilliam Square South Dublin 2 D02 RD28 Ireland <a href="mailto:dpo@dataprotection.ie">dpo@dataprotection.ie</a></p>

## Related notices:

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- Cookie policy available on the website
- Insurance policy terms provided separately.