

# Terms of Business

Effective 4th June 2020

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## Who we are?

Laya Healthcare Limited is a private company registered in Ireland under company number 242048. Laya Healthcare and laya life are trading names of Laya Healthcare Limited. Our address is Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181. Laya Healthcare Limited is a member company of AIG Inc., one of the world's leading international insurance and financial services organisations.

Laya Healthcare Limited, trading as laya life operates as a tied agent in respect of Life Insurance for iptiQ Life SA (incorporated in Luxembourg). Laya Healthcare Limited, trading as laya healthcare operates as a tied agent in respect of Health Insurance for Elips Insurance Limited (incorporated in Liechtenstein). Laya Healthcare Limited acts as an intermediary for travel insurance products underwritten by AIG Europe S.A. (incorporated in Luxembourg).

Laya Healthcare Limited receive a commission from iptiQ Life SA in respect of all business generated.

Further details are available in our laya life rules booklet [www.layalifeinsurance.ie/formembers/formsbooklets/](http://www.layalifeinsurance.ie/formembers/formsbooklets/)

## Data Protection

Laya life and iptiQ Life S.A. act as independent data controllers in relation to information held about you for the purposes of the Data Protection Acts. You should show this notice to anyone who may be covered by your insurance policy with laya life.

iptiQ Life S.A. is a part of the Swiss Re Group and are the insurer and underwriter of your plan.

We will use the information you provide to manage and administer your insurance policy, including underwriting and claims handling and for the prevention, detection and investigation of financial crime, including fraud. In order to provide you with products and services, this information will be held in the data systems of laya life and iptiQ Life S.A. or by our agents or subcontractors.

In addition to the routine administration of your policy we may also use your data to:

- gauge satisfaction with the service you received from us. We may use your data in such a manner for a period of 12 months after your membership ends.
- perform market research. We may use your data in such a manner for a period of 12 months after your membership ends.

In the interest of customer service, calls are recorded and monitored.

It may be necessary for us to collect sensitive information (such as medical conditions) about you and others named on the insurance policy. We collect information about you, to include all necessary information as laya life, iptiQ Life S.A. or its authorised agents may obtain a medical report or contact any medical practitioner than

has attended to the life assured.

Medical information will be kept strictly confidential to those involved with your treatment or care or their health professional agents.

However, anonymised data - that is, information which does not identify an individual - may be used by laya life or iptiQ Life S.A., or disclosed to others, for research or statistical purposes.

Access to non-medical information may be granted by laya life to others on a strictly confidential basis in the course of and for the purpose of the efficient administration of laya life (for example, in connection with audit, managing or improving our services).

iptiQ Life S.A. may share your personal information with:

- Companies within the Swiss Re Group of Companies
- Other organisations in order to prevent, detect or investigate financial crime or fraud
- Approved and appointed service providers, including those used to administer policies
- Relevant legal and regulatory authorities

Below are the key outsourced service providers with whom we may share your personal information for the purposes of providing you with your plan:

- Amazon Web Services

We take our security responsibilities seriously, employing the most appropriate physical and technical measures, including staff training and awareness. We review our security measures and procedures regularly.

We will retain and process your personal information in order to maintain and administer your insurance policy for the length of your policy plus a period of ten years, in line with our legal and regulatory requirements.

Laya life, would like to keep you informed about products and services they provide to you where laya life have a regulatory requirement to ensure you have the appreciate cover for your needs by post, e-mail and sms text message.

You have the right to request access to your personal information, to have it corrected, erased, apply restrictions and object to processing by writing to our Data Protection Lead Manager, at Laya Healthcare Limited, Eastgate Road, Eastgate Business Park, Little Island, Co Cork, T45 E181.

## How we charge?

Payments will be taken from your bank account on an annual or monthly basis. Please refer to your Membership Certificate for confirmation of whether you have chosen to make annual or monthly payments.

Laya life is remunerated by commission on the completion of new business. This commission forms the remuneration for initial advice provided and also for the ongoing management of your policy. Summary details of these payments will be included in an information document, which you are legally entitled to

receive before an application for a product is completed.

## Who regulates us?

Laya Healthcare Limited is authorised by the Central Bank of Ireland;

Laya Healthcare Limited is subject to the Consumer Protection Code 2012 and the Minimum Competency Code 2017 which offers protection to the consumers. These codes can be found at [www.centralbank.ie](http://www.centralbank.ie).

Laya Healthcare Limited is registered an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2018. Laya Healthcare Limited subscribe to the Investment Compensation Company Limited. The Investment Compensation Company Limited provides adequate funds out of which eligible investors of failed investment firms are compensated.

## Conflicts of interest

It is our policy to maintain appropriate administrative structures to ensure that the potential for any conflict of interest between us is avoided as far as possible. We will try to avoid conflicts of interest, and we shall advise you if we feel a conflict exists. If you feel that your interests have not been fairly protected please contact us to give us the opportunity to resolve any issues you have.

## What happens if I do not pay the premium?

If you miss any payment that is properly due to us your policy may be cancelled. Please refer to your Rules Booklet for further details. If necessary, we will use our legal rights to claim any payments you owe us for services that we have provided.

## How to complain?

If you are unhappy in anyway with the service provided to you please contact our team directly to see if we can resolve any concerns you may have. If you are unhappy with our response you can address your concerns in writing to The Head of Customer Service at Laya Healthcare Limited, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181.

Laya Healthcare Limited takes part in the insurance ombudsman scheme. In the event of your dissatisfaction continuing you have direct recourse to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place Dublin 2, D02 VH29. Tel: (01) 567 7000, Email: [info@fsp.ie](mailto:info@fsp.ie) and Website: [www.fspo.ie](http://www.fspo.ie).

Further information on Laya Healthcare Limited can be found by visiting our website: [www.layalife.ie](http://www.layalife.ie)