

# Terms and Conditions

## For Irish Life online service

**HC Mock up**

**Important legal notice:** Please read the following terms and conditions carefully.

Access to and use of 'Irish Life online service' is subject to these terms and conditions. If you do not accept these, please do not register for 'Irish Life online service'.

### **Contents:**

- [Introduction](#)
- [Definitions](#)
- [Access to and using Irish Life online service](#)
- [Security](#)
- [Information on Fund and Fund Values](#)
- [Records](#)
- [Limited Warranty and Limitations of Liability](#)
- [Indemnity](#)
- [Termination](#)
- [General](#)
  - [Copyright and Reproduction](#)
  - [Trademark Notice](#)
  - [No Invitation to Invest](#)
  - [Data Protection & Privacy Statement](#)
  - [Entire Agreement & Alteration](#)
  - [Terms that Cannot be Enforced](#)
  - [Protecting our Rights](#)
  - [Law](#)

## INTRODUCTION

These terms and conditions (referred to as 'on-line terms and conditions') govern your use of ' Irish Life **online service**'.

They operate in conjunction with the contract we have with you regarding your plan(s).

That contract is made up of, for each plan:

- the plan we provide to you;
- the schedule for the plan;
- our plan terms and conditions;
- your application form;
- the detailed funds rules; and
- Any extra rules we may add in the future.

Together these are known as the 'plan terms'.

If we need to amend how we provide the on-line service, we can amend the plan terms to the same extent.

## DEFINITIONS

Plan terms have the same meaning in the on-line service terms.

The following words also have the following meanings:

- **Plan**

*The insurance contract between you and us.*

- **Self-Service ID (SSID)**

*The unique self-service ID issued to you and used as part of the login process to ' Irish Life online service'*

- **Temporary PIN**

*The personal identification number issued to you to allow you to register for ' Irish Life online service'*

- **Personal Security Details**

*Those personal security details and features you need in order to access and use ' Irish Life online service'*

- **' Irish Life online service'**

*The various self-service features and functions available through the ' Irish Life online service' website.*

- **' Irish Life online service' website**

*The website from which you can access our on-line service.*

- **Irish Life Assurance Public Limited Company**

*A company registered under the laws of Ireland (registration no. 152576) having its registered office at Irish Life centre , Lower Abbey Street, Dublin, 1. (ILA)*

- **Irish Life Financial Services Limited**

*A company registered under the laws of Ireland (registered no. 489221) having its registered office at Irish Life Centre, Lower Abbey Street Dublin1. (ILFS)*

- **We, us, our, - Irish Life**

- **You, your - The person who has registered for ' Irish Life online service'.**

***Note: Any reference to Irish Life shall mean ILFS and/or ILA***

## **ACCESS TO AND USING IRISH LIFE ONLINE SERVICE**

You may access and use 'Irish Life online service' as soon as you complete the registration process.

Your right to access and use 'Irish Life online service' is personal to you so you cannot transfer it. You must follow the instructions set out on each page of the Irish Life online service website.

You must pay all costs you run up in accessing and using 'Irish Life online service', including any telecommunications and equipment costs.

### **Security**

We issue you with a Self-Service ID (SSID) and a temporary PIN to allow you to register for 'Irish Life online service'. Once you have registered you must give us the SSID and any other personal security details when asked to do so, and in the form asked for, each time you access or use 'Irish Life online service'.

#### **It is your responsibility:**

- to keep the SSID and other personal security details secret;
- not to record them in writing; and
- Not to keep them in such a way that they would be recognisable or otherwise easy for any other person to get access to.

You will be liable for all access to and use of 'Irish Life online service' made through or under your SSID, whether or not you authorised the access or use.

You must tell us immediately if you become aware or suspect that someone else knows your SSID and/or any other personal security details, or if you believe they are no longer secret. You should phone us on 01 704 1010.

We may have to suspend access to and use of 'Irish Life online service' through your SSID or other personal security details if we suspect or believe that someone has misused the services or breached security (or is likely to do so).

If this happens, we will tell you as soon as reasonably possible by writing to the most up to date record we have of your address.

**You understand that:**

- there are certain risks in using the internet; and
- Accessing and using on-line services, or sending and receiving e-mail and other communications, cannot be guaranteed to be free from interference by other people or to remain private and confidential.

You agree that you access and use the services, and send or receive e-mail and other communications, at your own risk.

- **Important information regarding cookies**

Irish Life uses cookies to enhance your browsing experience and to create a secure and effective website for our customers. By using this site you agree that we may store and access cookies on your device, unless you have disabled your cookies.

## **INFORMATION ON FUND AND FUND VALUES**

Through ' Irish Life online service' you can see information about the funds and fund values given to the plan. We give this information in line with the qualifications (for example, switch pending) shown on the ' Irish Life online service' website at the time of viewing.

The value of the investments may fall as well as rise. As a result, there is no guarantee that the value shown will be accurate at the time you view it. We provide these values for information purposes only so that you can track the value of the plan.

You should not use the values to base any investment decision on.

## RECORDS

We will keep electronic records of:

- other transactions carried out through ' Irish Life online service'
- any e-mail or other communications we send to you; and
- Any e-mail or other communications you send to us.

If there is a dispute relating to these matters, we will use the records we keep to sort out the dispute.

### **You agree that:**

- any records or other information we maintain in electronic form concerning these matters can be used in any legal proceedings; and
- They are evidence of the facts contained in them, unless there is evidence to prove otherwise.

You also agree that you will not object to any electronic records or electronic information being used in any proceedings purely because they are in electronic form or because they may not be the best evidence available of the matters they relate to.

## LIMITED WARRANTY AND LIMITATION OF LIABILITY

If you fully follow the online service terms and the limits of liability and exclusions of warranties set out below, we will accept liability for not carrying out a switching instruction or for carrying it out incorrectly. However, in this case our liability will be limited to reinstating your holding in each fund to reflect the switching instruction.

You agree that we will not be liable for any of the following matters or for any of the following types of loss:

- Delays, interruptions, mistakes or failures in ' Irish Life online service' not within our reasonable control such as a problem with electrical power, a breakdown or any other problem with any equipment, or industrial action or disputes.
- Any loss or damage you suffer as a result of the ' Irish Life online service' not being available or not working properly.
- Any loss or damage you suffer as a result of data entered by your Financial Advisor under the heading of 'non Irish Life or external assets'.
- Indirect, special, incidental or consequential loss or damage (including loss or damage you suffer as a result of an action brought by another person, and any lost profits or other opportunities) even if that loss or damage was reasonably expected, and even if we had been told about the possibility of you suffering it.

We will use reasonable skill and care in operating ' Irish Life online service'. However, we do not make any other warranties to you concerning ' Irish Life online service'. Also, we only cover what we say in these terms and conditions, unless the law says otherwise.



## **INDEMNITY**

You agree to indemnify us from any loss or damage any person suffers as a result of you breaching these On-Line Service terms.

## **TERMINATION**

We may terminate (end) your right to access and use ' Irish Life online service' immediately without giving you notice if you breach any of the On-Line Service terms.

Also, we may terminate your right to access and use of ' Irish Life online service' if:

- you become bankrupt or insolvent;
- you tell us in writing that you want to terminate your rights of access and use;  
or
- We tell you in writing that we propose to discontinue ' Irish Life online service'.

## GENERAL

### **1. *Copyright and Reproduction Notice and Limited License***

The information, content, graphics, text, sounds, images, buttons, trademarks, trade names and logos (the 'materials') on the ' Irish Life online service' website are protected by copyright and other intellectual property laws under national laws and international treaties. You are granted a limited license only for your own personal, non-commercial use to:

- refer to, make a record of or point to any page within the Irish Life online service website;
- download the materials on the ' Irish Life online service' website to a single personal computer; and
- Print a single hard copy of the materials on the ' Irish Life online service' website for your own personal reference.

However, all copyright, trademark and other proprietary notices must be left intact. Any other use of the materials in the ' Irish Life online service' website without our written permission beforehand is strictly prohibited and breaks our proprietary rights.

### **2. *Trademark Notice***

All trademarks, service marks, trade names and logos on this On-Line Service website belong to their owners.

### **3. *No Invitation to Invest***

In signing these online service terms, you acknowledge that we are not giving or offering to give investment advice through the ' Irish Life online service' website. You should not rely on any content or information you receive on or through the ' Irish Life online service' website for important personal, financial or business decisions.

As a result, you should consult an appropriate professional for advice which is specifically tailored to your particular circumstances. Nothing in the ' Irish Life online service' website is, or should be treated as, advice or an invitation to invest or otherwise deal in shares or other securities.

We believe that any content and information we receive through the ' Irish Life online service' website is supplied by sources that are reliable. However, calculations made using this information, and opinions on that information, are not guaranteed by these sources, us or any other person or organisation and may not be complete.

#### **4. *Data Protection and Privacy Statement***

We and our associated companies follow current data protection legislation and respect your right to privacy.

By agreeing to these On-Line Service terms, filling in the registration instructions and accessing or using 'Irish Life online service', you will be providing us with personal information. We will use this information in connection with running 'Irish Life online service', for verification purposes and statistical analysis.

#### **5. *Entire Agreement and Alteration***

These on-line service terms and the plan terms are the entire agreement between us and you relating to 'Irish Life online service'. We may alter these on-line service terms from time to time. Any alterations will come into force once we have given you notice about them. We may give you notice of alterations by post, e-mail or start-up screens in the 'Irish Life online service' website.

#### **6. *Terms That Cannot be Enforced***

If any part of these online service terms or the plan terms is held by any court to be invalid or unenforceable in whole or in part, the rest of this agreement will still be in force.

#### **7. *Protecting Our Rights***

If we decide not to take action against you because you have breached or not fully followed any part of the online service terms or the plan terms, we can still take action against you in the future for the same or any other offence.

#### **8. *Law***

Irish law applies to these on-line service terms and the Irish courts are the only ones that have jurisdiction over any claims or disputes arising out of or in connection with these online service terms or the 'Irish Life online service'.