

## The Competition and Consumer Protection Commission

- and -

### Relay Software Limited

#### AGREEMENT AND UNDERTAKINGS

This Agreement and Undertakings is made by and between the Competition and Consumer Protection Commission (the "Commission") and Relay Software Limited ("Relay") on the dates set forth below and shall take effect on the later of the said dates. The Commission and Relay are referred to collectively herein as the "Parties".

#### **WHEREAS:**

- (A) The Commission has been investigating the possibility that insurance pricing data may have been indirectly exchanged by a number of competing insurers in the Irish private motor insurance market via software products provided by Relay, an intermediary software services provider, in a manner which raised concerns in relation to section 4 of the Competition Act 2002 (the "Act") and Article 101 of the Treaty on the Functioning of the European Union ("TFEU"). Relay cooperated fully with the Commission's investigation.
- (B) Relay denies that it has infringed section 4 of the Act or Article 101 of the TFEU. Nothing in this Agreement and Undertakings may be construed as implying that Relay has infringed such provisions.
- (C) The Commission has informed Relay that this Agreement and Undertakings resolves the Commission's concerns in relation to the matters under investigation. In consideration of Relay entering into this Agreement and Undertakings, the Commission undertakes that it shall

conclude its investigation and shall refrain from instituting proceedings or taking any further action against Relay for so long as Relay remains in compliance with the Agreement and Undertakings and, in particular, with the undertakings set out in paragraph 6 below.

## **NOW RELAY AND THE COMMISSION HEREBY AGREE AS FOLLOWS:**

1. In this Agreement and Undertakings the following definitions shall apply:

**“Anonymous Data”** means Data that does not disclose the identity of any insurer providing such Data, including the rank of any insurer within the average price;

**“Data”** means each insurer’s private motor quote available for brokers to quote for any set of risk factors for which each insurer quotes;

**“Future Data”** means Data relating to any private motor insurance policy incepting in the future (but Future Data does not include Data that is available for brokers to quote for policies incepting with immediate effect);

**“Intermediary Software Services”** includes market analysis tools, information sharing platforms and any other mechanisms whereby information is shared between insurers in the insurance sector (for the avoidance of doubt, this definition excludes retail motor insurance premium price aggregation services (e.g. price comparison websites) which are aimed primarily at consumers rather than insurers or brokers); and

**“Relevant Data”** means Data relating to any private motor insurance policy incepting in the six-month period prior to an insurer accessing the Data.

## **Principles Applicable to Intermediary Software Services**

2. The Commission and Relay agree that the following principles apply to the use of Intermediary Software Services in the Irish private motor insurance market:

### **Private Motor Compliance Principles**

3. Users of Intermediary Software Services must not in any circumstances be able to access their competitors' Future Data through Intermediary Software Services systems.
4. Users of Intermediary Software Services must not be able to access their competitors' Relevant Data through Intermediary Software Services systems unless such Relevant Data is (a) Anonymous Data and (b) averaged across at least five insurers.
5. For the purposes of the averaging exercise described in paragraph 4 above, insurers may request providers of Intermediary Software Services to select a comparator set from which the average of five insurers can be drawn ("the Comparator Set"). The Comparator Set must be a group of at least 15 insurers or insurers' products in the Irish market that (a) does not include any products of the insurer which is requesting the provider of the Intermediary Software Services to provide the Comparator Set, (b) is under no circumstances selected by reference to the prices of Irish motor insurers' products, and (c) can only be altered every 12 months.


### **Undertakings from Relay**

6. In order to address the Commission's competition concerns arising from its investigation and to assist the Commission with bringing its investigation to a close, Relay hereby undertakes not to supply or otherwise make available any Intermediary Software Services product or system to private motor insurers unless such product or system complies with the principles set out in paragraphs 3 to 5 above.
7. This Agreement and Undertakings shall be and is intended by the Parties to be a binding and enforceable agreement which may be enforced by the Parties by an action in any court of competent jurisdiction in the State.
8. This Agreement and Undertakings shall be binding on Relay and on the successors and assigns of Relay and on its employees, servants and agents. This Agreement shall also be binding on


the Commission and on the successors of the Commission and on its employees, servants and agents.

9. This Agreement and Undertakings will take effect upon the signing of same by both Parties and will remain in force for a period of five years thereafter.

SIGNED for and on behalf of the Competition and Consumer Protection Commission by:

  
Name: PATRICIA KENNY  
Title: member  
Date: 27/5/16

SIGNED for and on behalf of Relay Software Limited by:

  
Name: ALASTAIR BELL  
Title: MANAGING DIRECTOR  
Date: 31-5-16