

# TERMS OF BUSINESS INCLUDING SCHEDULE OF FEES AND CHARGES



These Terms of Business including Schedule of Fees and Charges set out the general terms under which Blue Insurance Limited will provide General Insurance business services to you. It details the respective duties and responsibilities of both Blue Insurance Limited and you in relation to such services. Please ensure to read these terms thoroughly and if you have any queries, please contact us at the address below and we will be happy to clarify any questions you may have. If any material changes are made to these terms we will notify you, as soon as possible.

## ABOUT US

Blue Insurance Limited trading as [Blueinsurance.ie](http://Blueinsurance.ie), [Multitrip.com](http://Multitrip.com), [Gadgetinsurance.com](http://Gadgetinsurance.com), [Carhireexcess.ie](http://Carhireexcess.ie), [Carhireexcess.com](http://Carhireexcess.com), [icarhireinsurance.ie](http://icarhireinsurance.ie), [Petinsurance.ie](http://Petinsurance.ie), [Annualtravelinsurance.com](http://Annualtravelinsurance.com), [Backpackertravelinsurance.ie](http://Backpackertravelinsurance.ie), [Bicycleinsurance.ie](http://Bicycleinsurance.ie), [Breakdowncover.ie](http://Breakdowncover.ie), [Businesstravelinsurance.ie](http://Businesstravelinsurance.ie), [Aerlingusinsurance.com](http://Aerlingusinsurance.com), [Greatcover.com](http://Greatcover.com), [Weddinginsurance.ie](http://Weddinginsurance.ie), [Economycover.ie](http://Economycover.ie), [Staycationinsurance.ie](http://Staycationinsurance.ie) is an Insurance Intermediary and is authorised and regulated by the Central Bank of Ireland under the European Union (Insurance Distribution) Regulations, 2018. Our Central Bank of Ireland firm Reference Number is C29373.

We are a Credit Intermediary authorised by the Competition and Consumer Protection Commission under the Consumer Credit Act, 1995.

Copies of our Authorisations are available on request; alternatively, you can check this information on the Central Bank of Ireland's Register by visiting their website at <http://registers.centralbank.ie/>. The register of Credit Intermediaries can be viewed on [www.ccpc.ie](http://www.ccpc.ie)

Our head office is located at Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15, Ireland. Our contact details are: **Telephone:** (01) 513 5976 or 0818 484 484 **Email:** [info@blueinsurance.ie](mailto:info@blueinsurance.ie)

The Cover-More Group Limited owns 100% of our share capital. The ultimate shareholder of Cover-More Group Limited is Zurich Insurance Group.

## STATUTORY CODES

Blue Insurance Limited is subject to and complies with the Consumer Protection Code, the Minimum Competency Code and the Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie).

## OUR SERVICES

We offer our customers access to a suite of general insurance products via our websites, which are stated/linked above, in a non-advice web and phone based environment. A list of our Insurers, Insurance Intermediaries, Underwriting Agents and Product Producers are detailed at the end of this document.

## WHO WE ACT FOR

When sourcing a suitable product and placing the insurance, we will act as your agent. When handling premium due to the Insurer, we will act as agent of the Insurer.

## PERSONAL PRODUCT RECOMMENDATIONS AND ADVICE

We neither make personal recommendations nor give advice in relation to the product(s) we have identified as suitable for your demands and needs. You must make your own decision based on the product information provided. A list of the insurers with whom we may and do place business is provided at the end of this document.

## REMUNERATION

Unless we tell you otherwise before you take out or renew an insurance policy with us, we are remunerated for our services in the form of commission from the insurer, which is either a percentage of the total annual premium payable or a reasonable amount determined by us plus any charges (see below) we ask you to pay us in addition to the premium. Our entitlement to commission, where this forms part of or all of our remuneration, arises as soon as you give us instructions to take out or renew a particular policy. We have profit share agreements in place with the insurer whereby if the portfolio is profitable then the insurer will pay us a share of this. We also receive commission from premium finance providers for introducing customers to them.

A summary of the details of the arrangements we have agreed is available on each of our websites as listed above.

For each policy, including any subsequent renewal, you have a right to request further information about the remuneration we receive as a result of placing your insurance business or arranging premium finance.

## PREMIUM HANDLING AND RECEIPTS

When receiving and transmitting orders in relation to insurance policies Blue Insurance Limited may accept payment from clients where an Insurer, Insurance Intermediary, Underwriting Agent and/or Product Producer has invited renewal of a policy of insurance, or a proposal for insurance has been accepted by Insurer, Insurance Intermediary, Underwriting Agent and/or Product Producer. A receipt is issued for all monies received.

## CONFLICTS OF INTEREST

It is the policy of our firm to avoid conflicts of interest in providing you with insurance business services. If this is not possible, we will notify you as soon as is practicable after we become aware of the conflict of interest and you may rest assured that you will be treated fairly where such a conflict is unavoidable.

## DISCLOSURE OF INFORMATION

Before you enter into a policy with us, you have a duty to disclose to us every **material fact** that you know, or a reasonable person in the circumstances could be expected to know, which is relevant to our decision whether to accept the risk of insurance and if so, on what terms. A **material fact** is any fact, any previous claims, medical or otherwise, which poses an increase in risk to the underwriter and likely to influence the assessment or acceptance of your insurance. If you are unsure of what a **material fact** is, please discuss this with a call centre agent.

Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided including changes to your contact information and/or a material change. A **material change** is a change which poses an increase in risk to the underwriter and likely to influence the continuance of your insurance. An insurer may refuse a claim where there is a change in the risk insured, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover. If you are unsure of what a **material change** is, please discuss this with a call centre agent.

Please note if you fail to disclose any **material facts** or **material changes**, before you enter into a policy or when your circumstances change, this could invalidate your insurance cover and all/or part of the claim may not be paid.

## SCHEDULE OF FEES AND CHARGES

We make the following charges in addition to the insurance premium you are asked to pay. In all cases we will inform you of the exact fee applicable in advance of it becoming due. Where no fee is specified, no fee is being charged.

- We reserve the right to charge an administration fee of up to €4.50 to any insurances purchased from us.
- If you purchase a policy via our Call Centre, you may incur a call centre fee of up to €6.00.
- You will be charged a single, non-refundable fee of €0.99 for the provision of information about a policy purchase which is sent to your designated mobile telephone number by text (see use of **Short Message Services** below). Please note that we will not be responsible for any additional charges made by your mobile phone network operator for the provision of this service.
- We reserve the right to charge up to €4.50 for processing any changes which you ask us to make to your policy after the point of purchase.

## RENEWALS

**Automatic Renewal Service:** Where we have indicated your policy is subject to the automatic renewal service, we will notify you by email in good time before the renewal date of your policy and tell you about any changes to the premium or the policy terms and conditions. We will collect the premium due two weeks before, or where you have opted for your policy to automatically renew, we will collect the premium on, the renewal date of your policy via the same payment method used the year previous, unless you tell us not to.

If you do not want us to auto-renew your policy just call us on the telephone number stated in your booking confirmation / auto-renewal notice or, where available, logon to your online account and select the option to cancel the auto-renewal from the dropdown menu, otherwise we will collect the renewal premium. You can request cancellation of the auto-renewal by email up to 1 working day in advance of the auto-renewal date however, the most effective way to cancel the auto-renewal is by telephone or via your online account.

You should also note that your renewed policy will only be valid when:

- you have told us about any changes to your policy details. For Travel Insurance this includes any changes in health conditions as you will still be required to contact the medical screening company to declare any pre-existing medical conditions; and
- your credit card or debit card details have not changed.

The auto renewal service relies on the credit/debit card details still being valid. If the credit/debit card details have changed within the last 12 months you must contact us to process the booking over the phone. If you do not receive confirmation of your new policy, you must contact us to confirm/renew cover.

For the facilitation of the auto renewal service, we will assume that your details have not changed, and you have the permission of the card holder unless you inform us otherwise.

**Standard Annual/Multitrip Renewals:** If your policy is not due to be automatically renewed, we will notify you by email in good time before the renewal date of your policy.

**Monthly Policies:** If you pay for your policy monthly then your policy will renew monthly on the same day each month provided the monthly premium is paid.

## USAGE OF SHORT MESSAGE SERVICE (SMS)

You consent to the use of the mobile telephone number you have provided ("the mobile telephone") for the purpose of allowing Blue Insurance Limited to notify you of your insurance policy information relating to your online booking.

You hereby confirm that the mobile telephone number you have provided is your number or that of a passenger named in the booking process and you hereby indemnify Blue Insurance Limited against any claims or liabilities which may arise in the event that the number provided is incorrect or is that of an unrelated third party.

You accept that text messages are distributed via the Short Message Service systems of third party mobile phone network providers and, therefore, Blue Insurance Limited cannot be held responsible for the successful and timely arrival of the text message to the mobile telephone.

Blue Insurance Limited does not guarantee full availability or performance of this service and does not accept any liability for transmission delays. Blue Insurance Limited will only use the number of the mobile telephone in accordance with its Privacy Policy, the terms of which you accept, and to send important information in relation to your booking.

## COOLING-OFF PERIOD

Our insurance services are defined as contracts at a distance (non face to face) under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004.

You have the right to withdraw from your policy, within a specified period, without penalty. This period is 14 days from the inception date of your policy or the date you receive your policy documents, whichever is later. To withdraw from a policy within the cooling-off period, you need to send us a request in writing inclusive of your policy number. Should you exercise your right to withdraw, it will mean no policy was ever put in place and provided that you have not made a claim, we will refund you any premium paid in full.

## COMPLAINTS

Any complaint that you may have in relation to the business services provided by us (insurance claims issues, should follow the complaints procedure stated in the policy wording from which you are making a claim), should ideally be made in writing to us, outlining the nature of your complaint.

We have a written complaints procedure for the effective handling of all complaints. A formal complaints procedure commences 5 working days from receipt of your complaint. A written update will be issued to you at least every 10 working days by a nominated individual within our firm. A comprehensive response to your complaint will be issued within 40 working days of receipt of your initial complaint. If you wish to register a complaint or request a copy of our full complaints procedure please contact us at [complaints@blueinsurance.ie](mailto:complaints@blueinsurance.ie).

In the event of failure to resolve your complaint you may raise the matter with the Financial Services & Pensions Ombudsman Phone: (01) 567 7000 E: [info@fspo.ie](mailto:info@fspo.ie) W: [www.fspo.ie](http://www.fspo.ie)

If you purchased your policy on-line you will also be able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Services Ombudsman Bureau on your behalf.

## DATA PROTECTION

We collect and process your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is used only for specific and legitimate purposes. To fulfil these objectives, we may share information with other affiliated professionals. The information and other data provided to the Blue Insurance Group may be used to advise you of products and services we may offer from time to time.

You have the right at any time to request a copy of any personal data within the meaning of the General Data Protection Regulations (GDPR) that our office holds about you and to have any inaccuracies in that information corrected. For further information on how we process your personal data and your rights under the data protection law, please see our Privacy Policy at <https://www.blueinsurance.ie/PrivacyPolicy/IE/> or contact us at [dataprotection@blueinsurance.ie](mailto:dataprotection@blueinsurance.ie).

## INVESTOR COMPENSATION

### Investor Compensation Company Limited

Blue Insurance Limited is a member of the Investor Compensation scheme established under the Investor Compensation Act 1988, which provides certain remedies to eligible clients on default by us.

The right to compensation will arise only:

- ✓ If you are an eligible investor as defined by the act;
- ✓ If we are not in a position to return client money or investment instruments owned or belonging to our clients; and
- ✓ The extent that your loss is recognised for the purposes of the act.

When an entitlement to compensation is established, the compensation payable will be the lesser of 90% of your loss which is recognised for the purposes of the Investor Compensation Act 1988 or €20,000.

Your legal rights against Blue Insurance Limited are not affected by this scheme.

### Investor Compensation

Blue Insurance Limited is a member of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

## DEFAULT

Blue Insurance Limited will exercise its legal rights to receive payments due to it from customers for the General Insurance Business services provided. We will take such steps as may be necessary to recover any monies due to us including the instigation of legal proceedings, the appointment of a receiver and all other rights available to us.

Insurers, Insurance Intermediaries, Underwriting Agents and Product Producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

## GOVERNING LAW

This agreement is subject to Irish Law and the Irish Courts will have exclusive jurisdiction over any dispute.

## LANGUAGE

All communications in respect of all products will be in English.

**BLUE INSURANCE LIMITED HOLDS A WRITTEN APPOINTMENT TO ACT AS AN INSURANCE INTERMEDIARY WITH THE INSURERS, INSURANCE INTERMEDIARIES AND UNDERWRITING AGENTS LISTED BELOW, IN ADDITION TO LISTING THE PRODUCT UNDERWRITERS/INSURERS.**

<b>Product Type</b>	<b>Appointment held with</b>	<b>Underwriter/Insurer</b>
Travel Insurance	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland	
	White Horse Insurance Ireland DAC	
Car Hire Excess Insurance	Lloyd's Insurance Company S.A.	
	Zurich Insurance plc	
Gadget Insurance	White Horse Insurance Ireland DAC	
Bicycle Insurance	White Horse Insurance Ireland DAC	
Wedding Insurance	White Horse Insurance Ireland DAC	
Pet Insurance	H.W. Kaufman Group Europe BV trading as Cranbrook	Zavarovalnica Sava Insurance Company d.d