# TERMS OF BUSINESS

These terms of business set out the basis on which we will provide services to customers purchasing insurance in the United Kingdom (UK). Please read it carefully. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

#### **OUR CONTACT DETAILS**

Blue Insurance Limited is a company registered in Dublin, Ireland. Our head office is located at Plaza 255, Blanchardstown Corporate Park 2,
Blanchardstown, Dublin 15, Ireland. Our UK branch office is located at 25 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ. Our telephone number
and email address for each trading name can be obtained by clicking on the links below.

## **OUR STATUS**

Blue Insurance Limited trading as <u>Aerlingusinsurance.com</u>, <u>Annualtravelinsurance.com</u>, <u>Backpackertravelinsurance.com</u>, <u>Blueinsurance.co.uk</u>, <u>Carhireexcess.co.uk</u>, <u>Carhireexcess.co.uk</u>, <u>Covermybicycle.co.uk</u>, <u>Covermybreakdown.co.uk</u>, <u>Covermybusinesstrip.co.uk</u>, <u>Covermywedding.co.uk</u>, <u>Gadgetinsurance.com</u>, <u>Gayweddinginsurance.co.uk</u>, <u>Greatcover.com</u>, <u>Insureyourpaws.co.uk</u>, <u>Multitrip.com</u>, is authorised by the Central Bank of Ireland and registered with the Financial Conduct Authority (FCA) for UK Business. Our FCA Register number is 431623. You can check this on the FCA's Register by visiting the FCA's website <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

#### **OUR PRODUCTS**

• We offer insurance products of one insurer.

#### **OUR SERVICES**

- You will not receive advice or a personal recommendation from us in connection with any product. We may ask some questions to narrow down the selection of products that we will provide details about. You then need to make your own choice about how to proceed.
- After purchasing insurance from us, we will assist you with any queries you may have about the policy or changes you wish to make to the cover.

#### **OUR CHARGES**

- A non-refundable administration fee of up to £7.00 will be added to all insurances purchased from us.
- If you purchase a policy via our Call Centre you will incur a non-refundable call centre fee of up to £6.00.
- If you require us to post your policy and certificate, we will charge you a non-refundable postage fee of £3.50.
- You will be charged a single, non refundable fee of £0.99 for the provision of information about an online policy purchase which is sent to your designated mobile telephone phone 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 £3.95 for processing any changes which you ask us to make to your policy after the point of purchase.
- In all cases we will inform you of the exact fee applicable in advance of it becoming due.

# AUTOMATIC RENEWAL SERVICE (Applies to Annual Policies for Multi Trip Travel, Car Hire Excess, Gadget, Bicycle and Pet Insurance only)

- Where we have indicated your policy is subject to the automatic renewal service, we will notify you 6 weeks 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 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 to us to auto-renew your policy just call us on the telephone number stated in your booking confirmation / auto-renewal notice, otherwise we will collect the renewal premium.
- You should also note that your renewed policy will only be valid when:
  - you have told us about any changes to your circumstances. For Annual Travel Insurance this includes any changes in health conditions as you will still be required to contact the medical screening company to declare any medical conditions; and
  - we have successfully processed your premium payment by credit or debit card.
- 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 framew 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 RENEWALS

• If your policy is not subject to the automatic renewal service, we will notify you 31 days before the renewal date of your policy.

# MONTHLY POLICIES (Applies to Gadget Insurance and Bicycle Insurance only)

• 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.

# **QUOTATIONS**

- Quotations provided for new insurances (excluding Pet Insurance) are valid for 24 hours. Pet Insurance quotations are valid for 30 days. Quotations
  are only valid if the information you provided is correct and does not change.
- You should be aware that quotations may be amended or withdrawn if the information previously given to us changes.

# CANCELLATION RIGHTS

- 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 14 days, without penalty 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. For Pet insurance policies, we do not issue refunds of less than £10.00.

# **OUR REMUNERATION**

• We are remunerated from the sale of insurance products by a commission payment from the insurer. In addition to this, we make charges as set out in the section below.

### **USE OF SHORT MESSAGE SERVICE (SMS)**

- You consent to us using the mobile telephone number you provide ("the mobile telephone") for the purpose of allowing us to notify you of the key travel insurance policy information if you book online.
- You confirm that the mobile telephone number you have provided is your number or that of a traveller name in the booking process and that Blue Insurance cannot be held responsible for any information which fails to reach you or your fellow traveller if the number is incorrect or is that of an unrelated third party.
- You accept that text (SMS) 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, a copy of which is available upon
  request, and only to send important information in relation to your booking.

#### **DISCLOSURE**

- We can provide a quotation or a policy based on the information you have provided to us, but you must be sure that:
  - You took reasonable care to answer all questions put to you about your insurance fully, honestly and to the best of your knowledge. If you did not understand the meaning of any question, or if you did not know the answer, it is vital that you tell us.
  - None of the information you have provided for the quote has changed before you proceed to purchase cover (if it has you must tell us before we can proceed to arrange cover)
- Please note that failure to provide full and accurate information may result in your insurer taking any one of the following actions: rejecting a claim; only paying part of a claim; cancelling your policy; imposing additional policy terms and conditions and/or charging an additional premium.

## **COMPLAINTS**

- We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.
- If you wish to register a complaint or request a copy of our complaints procedures please contact us
  - In writing, addressed to the Complaints Department, Blue Insurance Limited, 25 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ
  - By telephone to 0333 355 0252
  - By email to complaints@blueinsurance.co.uk
- If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. You can find out more about this by
  visiting the FOS web site at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.
- If you purchased your policy on-line you will also able to use the EC On-line Dispute Resolution (ODR) platform at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a> who will notify the Financial Services Ombudsman Bureau on your behalf.
- You can request a copy of our procedures for dealing with complaints at any time.

## **DOCUMENTATION**

- Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.
- You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any error should be notified to us immediately.
- All policies contain conditions, limitations and exclusions. It is your responsibility to examine the policy document to familiarise yourself with these.

## HANDLING CLIENT AND INSURER MONEY

We collect and hold money as an agent of the insurer.

# COMPENSATION

- Blue Insurance Limited is a member of the Irish Investor Compensation Scheme, established under the Investor Compensation Act 1988, which provides certain remedies to eligible clients should we be unable to meet our liabilities.
- The right to such 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 owed or belonging to our clients; and
  - To the extent that your loss is recognised for the purpose of the act.
- When an entitlement to compensation is established, the compensation payable will be the lesser of 90% of your loss or €20,000.
- Your legal rights against Blue Insurance Limited are not affected by this Scheme.
- As a member of the Irish Brokers' Association (IBA), Blue Insurance Limited is also a member of the IBA Compensation Fund Limited. Subject to the rules of the Fund, the liabilities of its member firms up to a maximum of €100,000 per client (€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 Irish Investor Compensation Scheme has failed to adequately compensate any client of the member.

## **DATA PROTECTION**

• We collect 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 only used for legitimate purposes. To fulfil these objectives we may share information with other affiliate professionals. The information and other data provided to our office may also be used to tell you about products and services we may offer from time to time.

# **CONFLICTS OF INTEREST**

• It is our policy to avoid any conflict of interest when providing insurance services to our clients. However, where an unavoidable conflict of interest arises we will advise you of the steps we propose to take in order to protect your interests before providing you with any such services.

# **GOVERNING LAW**

• These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English Courts.