

# 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.

## OUR CONTACT DETAILS

**Irish Head Office:** Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15, Ireland.

**Telephone:** (01) 513 5976 or 0818 484 484 **Email:** [info@blueinsurance.ie](mailto:info@blueinsurance.ie)

## OUR REGULATORY STATUS

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), [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), [Respectinsurance.ie](http://Respectinsurance.ie), [Weddinginsurance.ie](http://Weddinginsurance.ie) is an Insurance Intermediary and is authorised and regulated by the Central Bank of Ireland under the Investment Intermediaries Act, 1995 (as amended), European Communities Insurance Mediation Regulations, 2005. 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 the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website [www.centralbank.ie](http://www.centralbank.ie). The register of Credit Intermediaries can be viewed on [www.ccpc.ie](http://www.ccpc.ie)

## 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).

## GENERAL INSURANCE SERVICES

**Private Car Insurance:** We offer our customers access to Private Car Insurance products on an advice basis via our website [www.blueinsurance.ie](http://www.blueinsurance.ie). Private Car Insurance Products offered by phone are on a non-advice basis.

A list of our Insurers, Insurance Intermediaries, Underwriting Agents and Product Producers are detailed at the end of this document.

**Van Insurance, Home Insurance, Key Care Insurance, Travel Insurance, Car Hire Excess, Gadget Insurance, Bicycle Insurance, Wedding Insurance, Pet Insurance, Motor Breakdown Insurance, Motor Legal Expenses & Counselling and Breakdown Assistance**

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.

## Credit Finance

Private Car Insurance, Van Insurance, Home Insurance and Pet Insurance only.

If you require credit terms, we may be able to arrange premium finance on your behalf from Close Brothers Premium Finance Ireland Limited.

## 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, acceptance or continuance of your insurance. If you are unsure of what a **material fact** is please discuss this with a call centre agent. Please note if you fail to disclose any material facts to the underwriter, this could invalidate your insurance cover, all/or part of the claim may not be paid.

## REMUNERATION

### General Insurance

We are usually remunerated by the Insurers, Insurance Intermediaries, Underwriters and Product Producers to whom orders are transmitted for new business, on renewal of existing business and/or based on the levels of business introduced; remuneration details are available on request.

### Credit Intermediary

As a credit intermediary we are usually remunerated by the premium/credit finance provider on arranging finance on your behalf.

## 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.

## LANGUAGE

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

This document is effective from 09/12/2016.

## SCHEDULE OF FEES AND CHARGES

### Private Car, Van and Home Insurance

The firm will charge you a non-refundable fee for the following administration services provided:

Charge Type	Amount
Set-Up	up to €100
Renewal	up to €100
Policy Amendment – within 14 days	No charge
Policy Amendment – General Adjustment/Temporary Substitution	€15
Policy Amendment – Permanent Substitution	€25

### Travel Insurance, Car Hire Excess, Gadget Insurance, Bicycle Insurance, Wedding Insurance, Pet Insurance and Motor Breakdown Insurance

- We reserve the right to charge an administration fee of up to €3.95 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.
- If you require us to post your policy and certificate, we will charge you a 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 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.

## RENEWALS

### Applies to Annual Policies for Multi Trip Travel, Car Hire Excess, Gadget, Bicycle and Pet Insurance only

**Automatic Renewal Service:** 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 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 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 Renewals:** If your policy is not due to be automatically renewed, we will notify you 31 days before the renewal date of your policy.

### Applies to Gadget Insurance and Bicycle Insurance only

**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.

### Applies to Car Insurance, Van Insurance & Home Insurance only

Renewal of Car Insurance and Home Insurance is invited on an advice basis; this advice is limited to the Car Insurance, Van Insurance and Home Insurance appointments we hold which are listed in this document. We will notify you 21 days before the renewal date of your policy.

## 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. For Private Car Insurance, Home Insurance, Travel Insurance, Car Hire Excess Insurance, Gadget Insurance, Wedding Insurance, Pet Insurance and Motor Breakdown Insurance 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 and for Private Car Insurance, you must return (if received) your Certificate of Insurance and Insurance Disc.

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 Private Car Insurance, if you have used the policy and should you exercise your right to withdraw, provided that you have not made a claim, the Underwriter will only charge you for time on cover.

Please note that our set up/renewal fee is non-refundable if you choose to withdraw from the policy within the cooling-off period.

## 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.

## 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.

## 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. We will acknowledge receipt of your complaint in writing within 5 working days. A written update will be issued to you every 20 days by a nominated individual within our firm. A comprehensive response to your complaint will be issued within 8 weeks 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 Ombudsman Bureau Lo Call: 1890 88 20 90 E: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie) W: <https://www.financialombudsman.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 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 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 Data Protection Act 1988 (as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected.

## 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.

## 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 Irish Brokers Association (IBA) Compensation Fund. Subject to the rules of the scheme the liabilities of its members 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.

## GOVERNING LAW

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

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

Product Type	Product Producers	Product Underwriter
Private Car Insurance	A.R.B Underwriting Ltd	RJ Kiln & Co Ltd
	Axa Insurance Ltd	Axa Insurance Ltd
	Footprint Underwriting Ltd t/a Footprint Underwriting	Zenith Insurance PLC (private car) and DAS Legal Expenses Insurance Company Ltd (breakdown assistance and motor legal expenses & counselling)
	KennCo Underwriting Ltd	KennCo Underwriting Ltd on behalf of Certain Underwriters at Lloyd's
	Liberty Insurance dac	Liberty Insurance dac
	Patrona Underwriting Ltd	Alwyn Insurance Company Ltd
	Prestige Underwriting Services (Ireland) Ltd t/a Octane Underwriting (Renewals only)	Prestige Underwriting Services (Ireland) Ltd on behalf of Zenith Insurance PLC
	Wrightway Underwriting Ltd	Zurich Insurance PLC Watford Insurance Company Europe Ltd
	XS Direct Insurance Brokers Ltd	Calpe Insurance Ltd, Alwyn Insurance Ltd & Watford Insurance Europe Ltd.
Motor Legal Expenses, Counselling & Breakdown	Das Legal Expenses Insurance Company Ltd	Das Legal Expenses Insurance Company Ltd
Home Insurance	Allied Risk Insurance & Reinsurance Services Ltd.	SureStone Insurance dac
	Cover Centre Insurance Ltd	Zurich Insurance PLC
	Das Legal Expenses Insurance Company Ltd	Das Legal Expenses Insurance Company Ltd (Family Legal Protection)
	KennCo Underwriting Ltd	Zurich Insurance PLC
	MAPFRE ASISTENCIA Compania do Seguros y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland	MAPFRE ASISTENCIA Compania do Seguros y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland (Home Emergency Assistance)
	Patrona Underwriting Ltd	Qudos Insurance A/S
	Prestige Underwriting Services (Ireland) Ltd t/a Octane Underwriting	Prestige Underwriting Services (Ireland) Ltd on behalf of Zenith Insurance PLC
	Wrightway Underwriting Ltd	Zurich Insurance PLC
Van Insurance	A.R.B Underwriting Ltd	RJ Kiln
	Cover Centre Insurance Ltd	Zurich Insurance PLC
	KennCo Underwriting Ltd	MAP Lloyds Ireland
	Liberty Insurance dac	Liberty Insurance dac
	Patrona Underwriting Ltd	Qudos Insurance A/S and Gefion Insurance A/S
	Wrightway Underwriting Ltd	Caitlin Insurance Company (UK) Ltd Watford Insurance Company Europe Ltd
Key Care Insurance	Key Care Ireland	Ageas Insurance UK
Travel Insurance	Ace European Group Ltd	Ace European Group Ltd
	Europäische Reiseversicherung A.G. trading as ERV	Europäische Reiseversicherung A.G. trading as ERV
	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland
	White Horse Insurance Ireland dac	White Horse Insurance Ireland dac
Car Hire Excess Insurance	AmTrust Syndicates Ltd	Lloyd's Syndicate 5820
Gadget Insurance	Supercover Insurance Ltd	SureStone Insurance dac
Bicycle Insurance	Supercover Insurance Ltd	SureStone Insurance dac
Wedding Insurance	UK General Insurance Ltd	Ageas Insurance Ltd
Pet Insurance	MS Amlin Underwriting Ltd	MS Amlin Underwriting Ltd
Motor Breakdown Insurance	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland

Blue Insurance Limited trading as Blueinsurance.ie, Multitrip.com, Gadgetinsurance.com, Carhireexcess.ie, Carhireexcess.com, Petinsurance.ie, Annualtravelinsurance.com, Backpackertravelinsurance.ie, Bicycleinsurance.ie, Breakdowncover.ie, Businessstravelinsurance.ie, Aerlingusinsurance.com, Greatcover.com, Respectinsurance.ie, Weddinginsurance.ie is regulated by the Central Bank of Ireland.