

# **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 Cover-More Blue Insurance Services Limited will provide General Insurance business services to you. It details the respective duties and responsibilities of both Cover-More Blue Insurance Services 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 in advance of providing any further services.

### **ABOUT US**

Cover-More Blue Insurance Services Limited trades under the trading names listed in the Trading Names table below. We are an Insurance Intermediary and are 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. A copy of our Authorisation is 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/>.

Our head office is located at Suite 11, Fifth Floor, No. 2 Stemple Exchange, Blanchardstown Corporate Park D15 E4FN Dublin, Ireland. Our contact details are: **Telephone:** (01) 513 5976 or 0818 484 484 **Email:** [info@blueinsurance.ie](mailto:info@blueinsurance.ie)

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

### **STATUTORY CODES**

Cover-More Blue Insurance Services 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 <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. We provide general insurance on a limited analysis basis. This means we arrange policies from a limited number of insurers, insurance intermediaries, underwriting agents, and product producers (listed at the end of this document).

### **WHO WE ACT FOR**

When arranging insurance, handling premiums due to the Insurer, servicing customers and insurance policies and handling claims, we act as agent of the Insurer.

### **PERSONAL PRODUCT RECOMMENDATIONS AND ADVICE**

We neither make personal recommendations nor give advice in relation to our product(s) being 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 place business with 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 fixed amount notified to you in advance, plus any charges (see below) you are asked to pay in addition to the premium. We may have other forms of remuneration arrangements with insurers or other partners including profit share agreements whereby if the insurance business portfolio is profitable then the insurer will pay us a share of this.

A summary of the details of the arrangements we have agreed is available on each of our websites 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

### **PREMIUM HANDLING AND RECEIPTS**

When receiving and transmitting orders in relation to insurance policies Cover-More Blue Insurance Services Limited may accept payment from customers 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 in writing, as soon as is practicable after we become aware of a 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 are required to answer all questions we ask honestly and with reasonable care, the standard is that of the 'average consumer'. The terms of any insurance we arrange on your behalf will be based on the information you provide to us or the insurer. If you do not understand a question or do not know the answer, please tell us. Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance, it would mean that a claim may be rejected. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

## 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 charged.

- We reserve the right to charge an administration fee of up to €9.95 to any insurance purchased from us.
- If you purchase a policy via our Call Centre, you may incur a call center 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, but no charge will be made for cancellation within the statutory cooling off period of 14 days.

## RENEWALS

**Automatic Renewal Service:** Some policies offer an automatic renewal service for your convenience. If you choose to opt in to automatic renewals, we will notify you by email at least 20 working days before the renewal date of your policy and tell you about any changes to the premium or the policy terms and conditions. Your renewal notice will include your new premium and your previous year's premium for comparison

Where automatic renewal has been requested, we will collect the premium two weeks before the renewal date of your policy via the same payment method used the previous year, or by direct debit if this has been arranged, unless you tell us not to. The renewal premium includes all fees as detailed in the Schedule of Fees and Charges. Please ensure your cover meets your needs and shop around for best value.

You can opt out of automatic renewal at any time after purchasing your annual policy, free of charge, by calling us on the number provided in your booking confirmation or renewal notice, or where available by logging into your online account and selecting the cancel auto-renewal option. You can also request cancellation by email before the renewal premium is due. The most effective way to cancel auto-renewal is by telephone or via your online account. If your policy renews automatically and you change your mind, you may still cancel within the 14-day cooling-off period for a full refund (see Cooling-Off Period section).

Your renewed policy will only be valid if:

- You have informed us of any changes to your policy details. For Travel Insurance, this includes any new or changed health conditions, which must be declared to the medical screening company.
- Your credit or debit card details, or direct debit information, remain unchanged.

The automatic renewal service relies on your payment details being valid. If your payment details have changed in the last 12 months, please contact us to process your renewal by phone. If you do not receive confirmation of your renewed policy, please contact us to confirm your cover.

By opting in to annual automatic renewal, you confirm that your details have not changed and you have the permission of the card holder. If your circumstances change, please inform us as soon as possible.

**Standard Annual / Multitrip Renewals:** If your policy is not due to be automatically renewed, we will notify you by email in good time before your policy expires should you wish to renew your policy with us.

**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 Cover-More Blue Insurance Services 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 Cover-More Blue Insurance Services 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, Cover-More Blue Insurance Services Limited cannot be held responsible for the successful and timely arrival of the text message to the mobile telephone.

Cover-More Blue Insurance Services Limited does not guarantee full availability or performance of this service and does not accept any liability for transmission delays. Cover-More Blue Insurance Services 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 (as amended).

If the total period of cover from the policy start date is longer than one month 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, so long as your trip has not started (travel insurance), the vehicle collection date on your policy has not passed (car hire excess insurance) and you have not made a claim. Details of how to withdraw from a policy within the cooling-off period will be provided in the policy documents received immediately after a policy is purchased. 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**

In the event of any complaint(s) in relation to the services provided, please contact us. 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 [customercomplaints@covermore.com](mailto:customercomplaints@covermore.com)

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)

#### **DATA PROTECTION**

Cover-More Blue Insurance Services Limited is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

We are committed to protecting your privacy and personal information at all times and ensure that all personal data processed by us is handled in compliance with applicable data protection legislation. Personal data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Privacy Policy.

For further information on how we process your personal data and your rights under data protection law, please refer to our privacy policy at <https://www.covermoreeurope.com/privacy-policy-cmblue-ie/> or contact us at [dataprotection.blue@covermore.com](mailto:dataprotection.blue@covermore.com)

#### **INVESTOR COMPENSATION**

##### **Investor Compensation Company Limited**

Cover-More Blue Insurance Services Limited is a member of the Investor Compensation scheme established under the Investor Compensation Act 1998, 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 1998 or €20,000.

Your legal rights against Cover-More Blue Insurance Services Limited are not affected by this scheme.

### Investor Compensation

Cover-More Blue Insurance Services Limited is a member of the Brokers Ireland 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.

### DEFAULT

Cover-More Blue Insurance Services 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 either be in English, or the language of your policy documentation as prescribed by local law.

### TRADING NAMES

Cover-More Blue Insurance Services Limited trades under the trading names listed below:

Multitrip.com	Petinsurance.ie
Weddinginsurance.ie	Covermywedding.co.uk
Backpackertravelinsurance.ie	Blueinsurance.ie
Businesstravelinsurance.ie	Carhireexcess.co.uk
Carhireexcess.ie	Carhireexcess.com
Zurich Cover-More	Backpackertravelinsurance.com
Annualtravelinsurance.com	Blueinsurance.co.uk
Greatcover.com	Insureyourpaws.co.uk
Travel Guard	Cover-More Europe
Gadgetinsurance.com	

**COVER-MORE BLUE INSURANCE SERVICES 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.**

Product Type	Appointment held with	Underwriter/Insurer
Travel Insurance	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAWDY	
	Zurich Insurance Europe AG	
Car Hire Excess Insurance	Lloyd's Insurance Company S.A.	

	Newline Europe Versicherung AG	
Gadget Insurance	Zurich Insurance Europe AG	
Pet Insurance	Burns and Wilcox Global Solutions Europe B.V.	Zavarovalnica Sava Insurance Company d.d